Objection to SUBFY2019-5

Development of Block 1, Lot 4 is subject to the Waterfront District HOA Master CCRs dated December 4, 2006 recorded on December 14, 2006 and any amendments. Exhibit A.

Background of Relevant Legal Title on Lot 4:

11/23/2010, Grantor Waterfront District LLC assigned its interest as Grantor to Jim Neill for "all rights of the rights of Waterfront LLC as Grantor." The Resolution by Waterfront District LLC attached to this recorded document indicates Waterfront District LLC's resolve to convey only Block 1, Lots 1-5. Exhibit B.

11/23/2010, Waterfront District, LLC transfers its interest in Block 1, Lots 3 and 4 to James Neill. Exhibit C.

On 9/30/2014, Neill as Grantor conveys Block 1, Lot 4 to Gary C. Asin and Lori J. Asin. There is no transfer for Grantor rights from Neill to Asins. Therefore, Asins are not Grantors for purposes of trying to deannex the lot from the Waterfront District HOA. Exhibit D.

8/26/2015 Jim Neill records an assignment of his grantor interest to Todd Swanson as well as stating an intent of the Grantor to de-annex Block 1, Lots 1, 2 and 3. Exhibit E.

No intent to deannex was filed for Block 1, Lot 4 by the Grantor Waterfront LLC or Grantor James Neill before Block 1, Lot 4 was transferred to a third party.

Asins as Owners of Lot 4 are currently Members of the Waterfront District Subdivision HOA.

The Asins have been assessed and have paid Waterfront District HOA dues and special assessments associated with Lot 4 since its transfer and cannot deny that the lot is subject to the CCRs.

CCRS of the HOA apply to development of Lot 4

The HOA has a legal right to enforce the CCRs and the applicant must comply regardless of their failure to conduct their own due diligence regarding the publicly recorded history on Block 1, Lot 4. As Owners and Members of the HOA, we can seek to enforce the CCRs even if the HOA board does not take such action. (Section 14.5.1 of Master CCRs).

Moreover, once the building lot was transferred to a building owner other than the Grantor –in 2014, then Grantor no longer had the right under the Master CCRs to deannex. (See Section 12.5 denannexation can be done by Grantor so long as grantor is the owner of all such tracts). Grantor can only assign its Grantor interests if it owns the property. (See Section 4.22 Grantor allowed to deannex "any portion of property owned by Grantor "and "if not so assigned, such exemption shall terminate as to any Building Lot upon conveyance by WDLLC [Waterfront District LLC] of the Building Lot to a Third Party." This occurred when Neill conveyed the property to the Asins on 9/30/2014.

CCRs require further subdivision of any lot to be approved by the HOA. (See Section 4.4). No approval has been requested or given by the HOA Board.

In order to **not** be subject to the CCRs, Asins would also have to be allowed to deannex Lot 4 from the HOA. This can only be done by an 80% vote of all members. (See Section 12.5). No such vote by the members has taken place. Therefore, Block 1, Lot 4 is subject to all terms and conditions of the CCRs and any amendments.

The lot Owner is required to comply with all building requirements and setbacks in the Master CCRs (Section 4.2.4) and any amendments. Effective August 14, 2018, there are new height and parking requirements that over 80% of the owners in the HOA approved and recorded for the subdivision. Exhibit F.

An Owner is required to present any building plans to the Architectural Committee. The owner/developer must seek approval of the design of the development via the Architectural Committee. (See Section 11.3 of Master CCRs.) This has not been done.

Garden City must enforce the CCRs which may be more restrictive than Garden City building codes. The Asins purchased Lot 4 with full knowledge of the requirements of the CCRs. If allowed by the HOA Board to subdivide Lot 4, any development must comply with the CCRs – not Garden City code for multi use subdivisions. The Asins are intentionally attempting to circumvent the CCRs and this cannot be allowed.

Conclusion

Garden City has a duty in considering any application, to confirm whether or not the application complies with the applicable CCRs that apply to the lot in question. This has not been done by Garden City. Garden City must apply the CCRs to applications affecting lots subject to the CCRs. Garden City cannot ignore the CCRs that are duly recorded and apply to Lot 4.

Instead, Garden City knowing the lot is located in the Waterfront District Subdivision, failed to even question the applicant regarding whether Lot 4 is or is not currently a member of the Waterfront District HOA.

The Asins cannot subdivide this lot without approval from the HOA board. Any subdividing of the lot that is approved to divide one lot into two lots by the Board, does not allow the lot to be deannexed from the HOA or waive application of building requirements in the CCRs. To deannex any lot would take a separate vote from 80% of the members in the HOA (not the Board). Therefore, even if Garden City approves the subdividing of the lot, the new lots remain subject to the CCRs of the HOA. Approval of a new subdivision for the two building lots is not allowed as the Lot to be subdivided is already included in the Waterfront District Subdivision.

A lot owner cannot circumvent the building restrictions of the HOA it belongs to via an application to subdivide and seek to have different building restrictions applied.

The subdivision must be denied as inconsistent with applicable requirements under the binding CCRs. The HOA has a legal interest in enforcing its CCRs and the applicant has not established that compliance with the CCRS is not required. Garden City must apply binding CCRs in its review of any application to subdivide or for a building permit.

We are not opposed to the Asins seeking to subdivide Lot 4, but they must first seek HOA Board approval to do so. Further, any construction on the new lot may only be undertaken pursuant to the Waterfront District CCRs.

Simply put, the Asins (like all owners and members of the Waterfront District HOA), must comply with the applicable CCRs and any amendments.

The Planning and Zoning recommendation for approval of the subdivision application must be rejected by the City Council and subdivision application denied in its current form.

Respectfully submitted,

Nancy and Tom Baskin
3688 N. Willowbar Way
Garden City, ID 83714

BK96 PG 12061

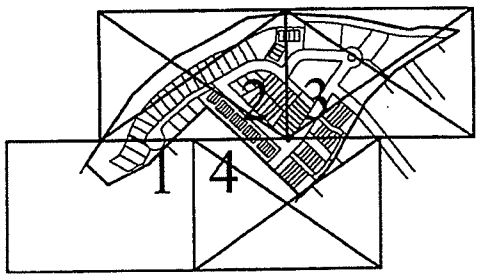
Waterfront District Subdivision

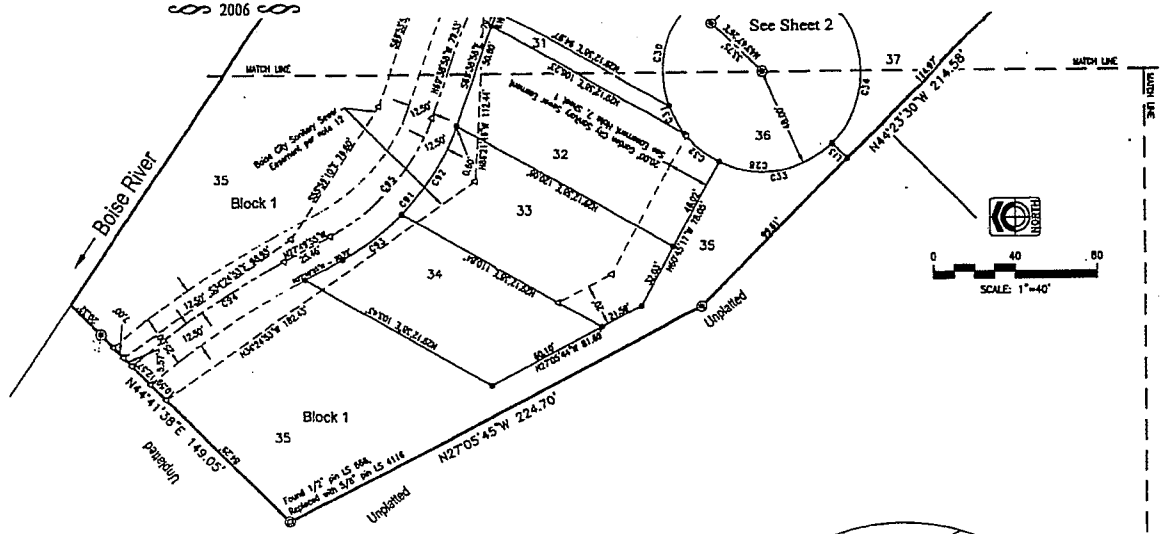
A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO

2006

NOTE: SEE SHEET 4 OF 8 FOR CURVE AND LINE TABLE INFORMATION.

Keymap





Notes

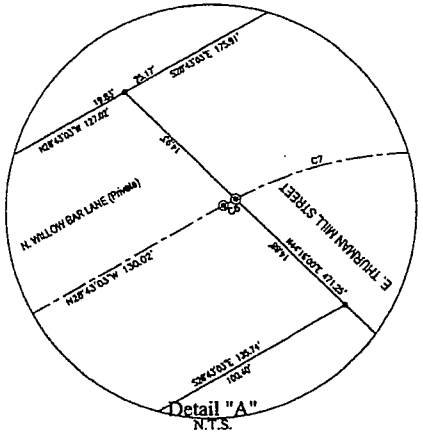
1. This property lies within the incorporated city limits of the City of Garden City. A pressure irrigation system has been installed to service the property. The pressure irrigation system is to be owned, operated and maintained by the Owners Association. This subdivision is not located within an irrigation district; therefore, this subdivision is exempt from the requirements of I.C. 31-3805.
2. Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.
3. All references to Owners' Association hereon are to the Waterfront District Owners' Association and the owners of the lots, within said subdivision, jointly and severally.
4. Lots shall not be reduced in size without prior approval from the health authority.
5. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
6. Reference is made to public health letter on file with Central District Health Department regarding additional restrictions.
7. The following lots are common lots which shall be owned and maintained by the Owners' Association for Homeowners utilities:
   Block 1: Lots 6, 14, 31, 35, 36, 41
   Block 2: Lots 15, 28
   Block 3: Lots 8, 16, 24
   Block 4: Lot 1

Legend

	Parcel Boundary
	Lot Line
	Street Centerline, unless otherwise noted
	Greenbelt Easement Centerline, easement 12.5' each side
	Easement Area – As Noted
	ACHD Storm Drain Easement – See Easement Note 15
	ACHD sidewalk easement – See Easement Note 10
	Reference Line
LS 7612	Found 5/8-inch pin and LS cap number
	Found 1/2-inch pin with cap labeled LS 666
	Found Axle
	Set 1/2-inch x 24-inch iron pin as a Witness Corner with plastic cap labeled "B&A LS 4116"
	Set 5/8-inch x 30-inch iron pin as a Witness Corner with plastic cap labeled "B&A LS 4116"
	Set 5/8-inch x 30-inch iron pin as a Reference Monument with plastic cap labeled "B&A LS 4116"
	Set 1/2-inch x 24-inch iron pin with plastic cap labeled "B&A LS 4116"
	Set 5/8-inch x 30-inch iron pin with plastic cap labeled "B&A LS 4116"
	Calculated Point – Not Set
3	Lot Number

Easement Notes

1. Owners' Association's utilities are defined to be the following when servicing the lots within this subdivision:
   - Any utility provided by a public or private utility company
   - Cable television/data lines
   - Storm water facilities, lines, and ditches
   - Irrigation systems
   - Sanitary sewer services lines
2. All utility easements shown or designated hereon are non-exclusive, perpetual, appurtenant to the lots hereon, shall run with the land, and are hereby granted to the Owners Association for installation and maintenance of Owners Association utilities.
3. No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, covered parking, or other such nonpermanent improvements.
4. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
5. The canal maintenance easement areas shown hereon are to benefit the Thurman Mill Ditch Company Ltd. so long as they are used.
6. A 20-foot wide ingress / egress easement centered on the property lines between the following Lots is hereby reserved as a common driveway as shown hereon: Lots 16 and 17, Lots 18 and 19, Lots 38 and 39, Block 1.
7. A 20-foot wide Garden City Sanitary Sewer Easement is hereby reserved adjacent to the southerly boundary of Lots 32 and 33, Block 1 as shown hereon.
8. A 10-foot wide public utility easement is hereby designated adjoining all public and private rights-of-way and the exterior boundary of this subdivision.
9. The landscape easement defined hereon is non-exclusive and is perpetual and is reserved for the Owners Association for landscaping.
10. Sidewalk easements have been reserved per Instrument Number 106103321, Records of Ada County.
11. The alley shown hereon is hereby reserved for perpetual ingress and egress for Lots 1-14 and 16-27, Block 2 and shall run with the land.
12. The sanitary sewer easement shown hereon is disclosed under Instrument Number 95003186, Records of Ada County.
13. The greenbelt easement shown hereon is disclosed under Instrument Number 97015427, Records of Ada County.
14. The Intermountain Gas Company easement shown hereon is disclosed under Instrument Number 106013809, Records of Ada County.
15. A portion of Lots 14-18, 32, 33 and 41, Block 1; Lots 18, 19, 28 and 29, Block 2; Lots 15, 16 and Lots 25-27, Block 3 are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as instrument number 104058411, official records of Ada County, and are incorporated herein by this reference as if set forth in full (the 'Master Easement'). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
16. Lot 31, Block 1; Lot 28, Block 2; and Lots 8 and 24, Block 3 are subject to a utility easement benefitting Garden City for installation and maintenance of potable water and sanitary sewer lines. Said lots are to be owned and maintained by the Owners Association for private roadways and pedestrian pathways.
17. A blanket ingress / egress easement is hereby reserved on Lot 41, Block 1 as shown hereon and shall run with the land.



REGISTERED PROFESSIONAL ENGINEER 4116 8-7-06 STATE OF IDAHO JOSEPH D. CANNING

B&A Engineers, Inc.
Consulting Engineers and Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Exhibit A

BK 96 PG 12062

Waterfront District Subdivision

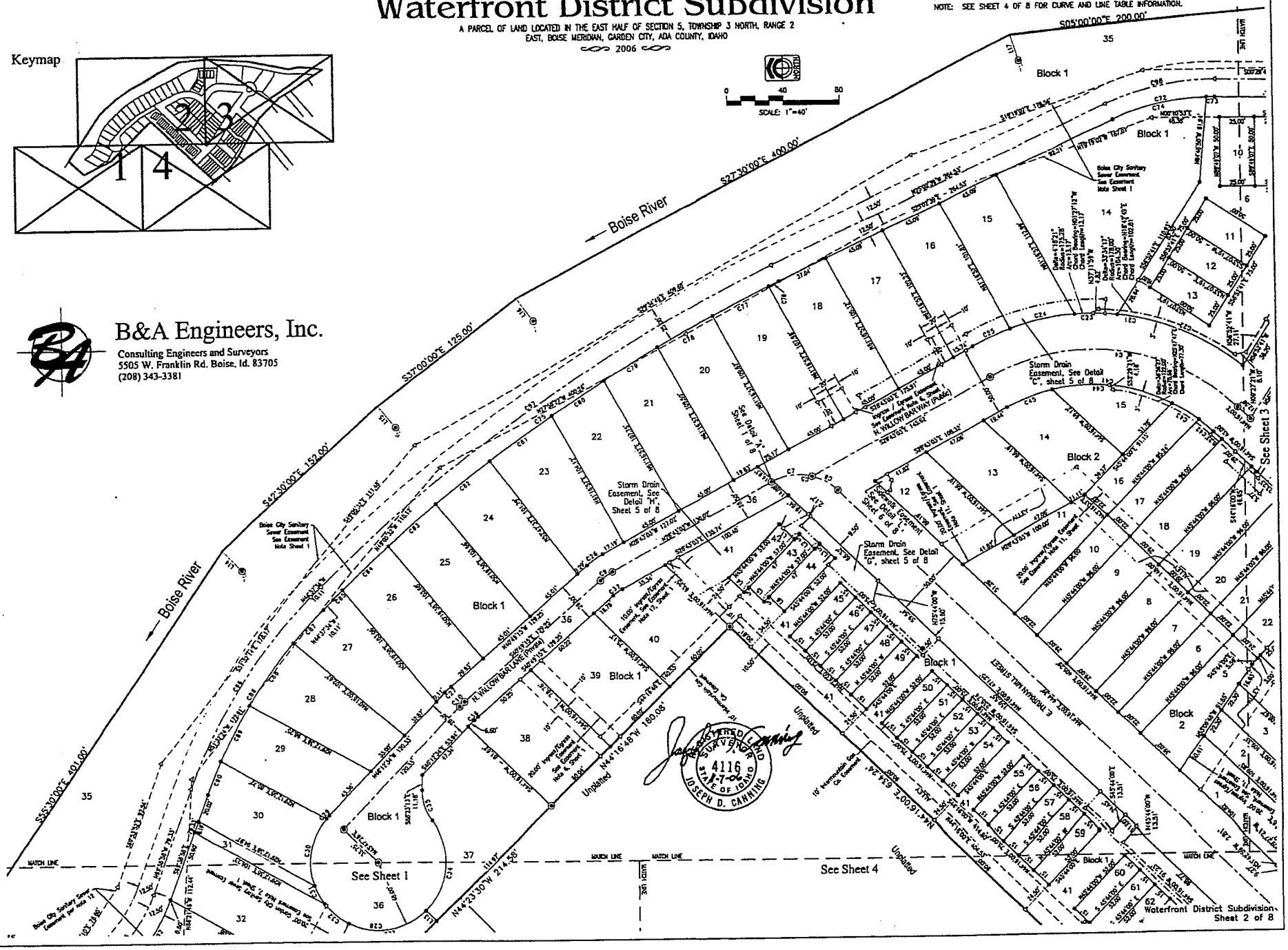
A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO

2006

NOTE: SEE SHEET 4 OF 8 FOR CURVE AND LINE TABLE INFORMATION.

Keymap

B&A Engineers, Inc.
Consulting Engineers and Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381



Waterfront District Subdivision
Sheet 2 of 8

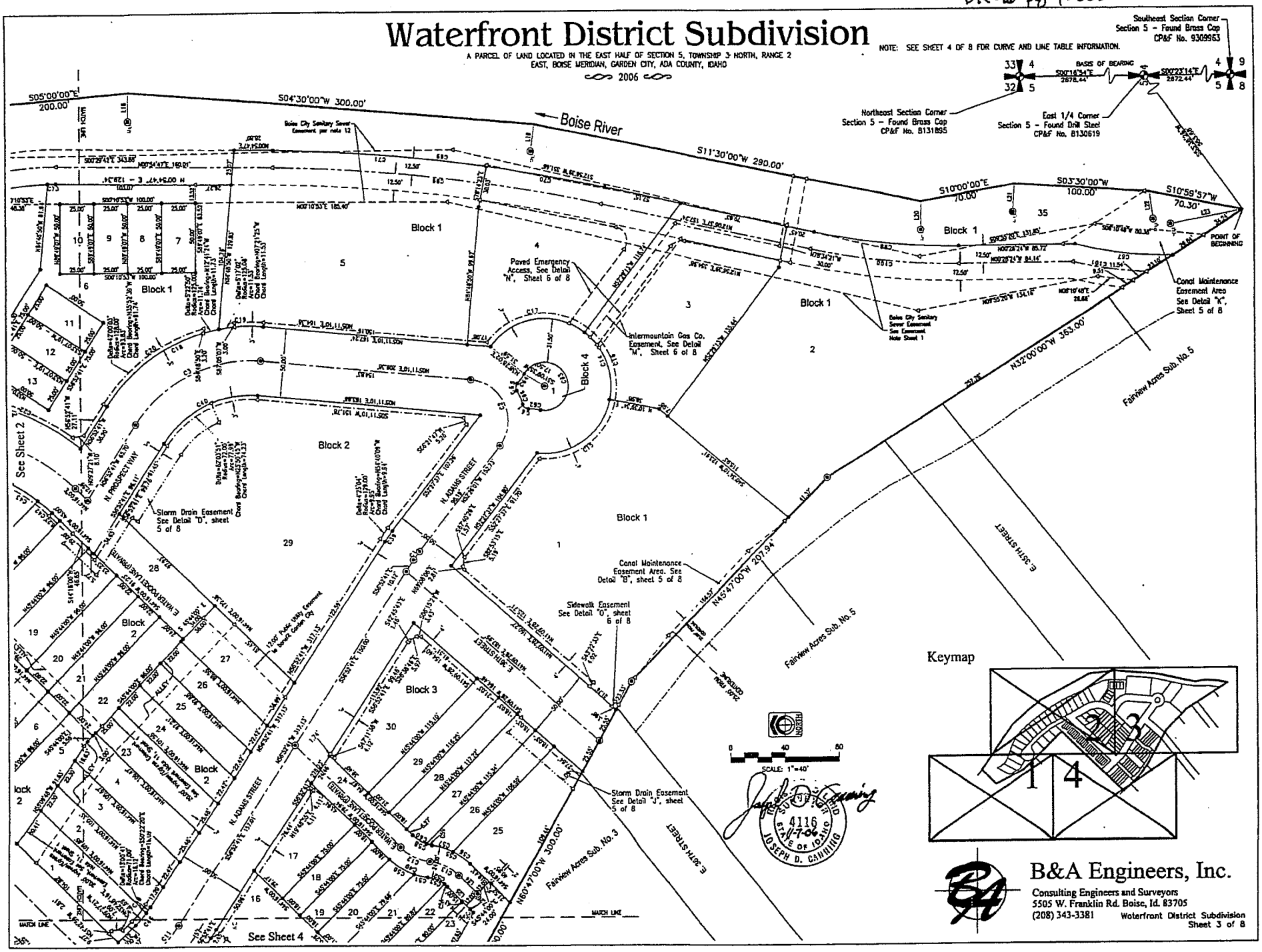
BK 96 Pg 12063

Waterfront District Subdivision

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2
EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO

2006

NOTE: SEE SHEET 4 OF 8 FOR CURVE AND LINE TABLE INFORMATION.



B&A Engineers, Inc.
Consulting Engineers and Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

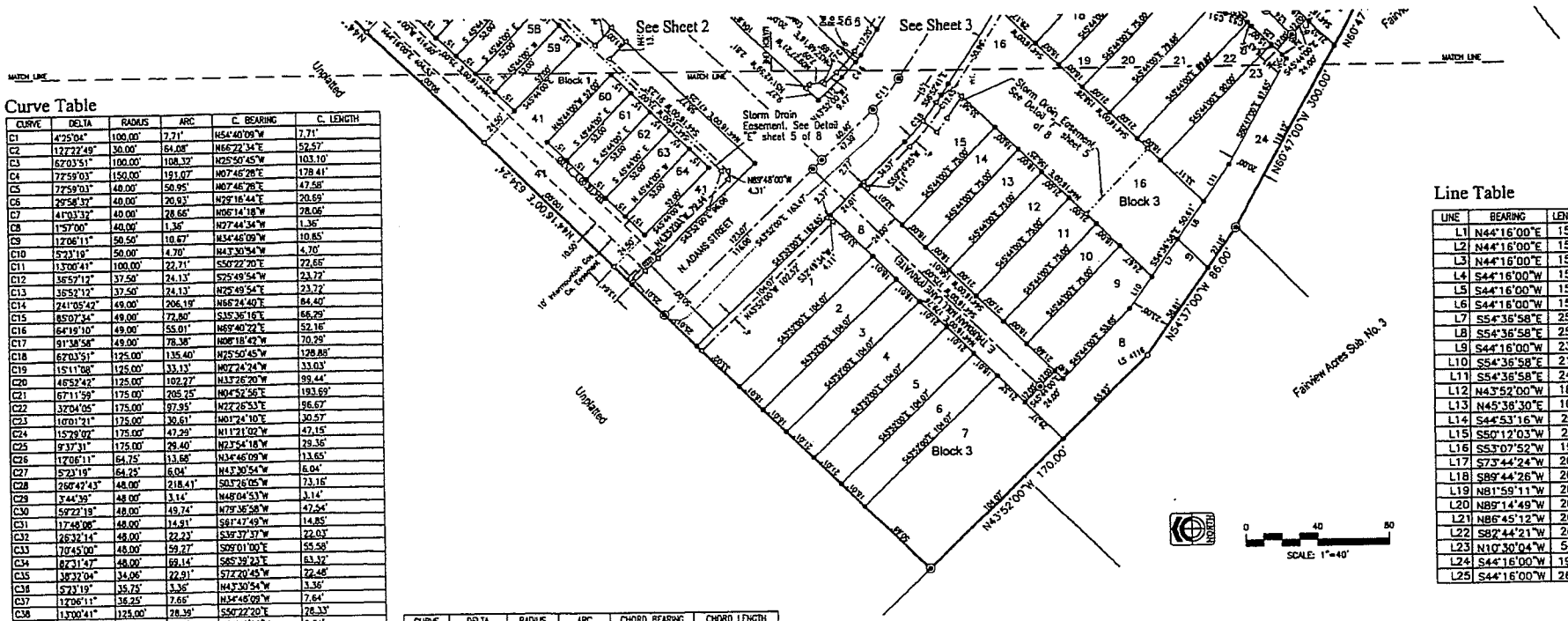
Waterfront District Subdivision
Sheet 3 of 8

BK96 Pg 12064

Waterfront District Subdivision

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO

2006



Curve Table

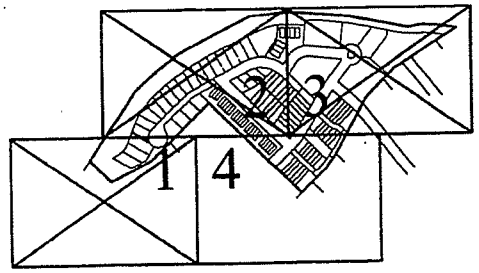
CURVE	DELTA	RADIUS	ARC	C. BEARING	C. LENGTH
C1	4°25'04"	100.00'	7.71'	N54°40'09"W	7.71'
C2	127°22'49"	30.00'	64.08'	N66°22'34"E	52.57'
C3	62°03'51"	100.00'	108.32'	N25°50'45"W	103.10'
C4	72°59'03"	150.00'	191.07'	N07°46'28"E	178.41'
C5	72°59'03"	40.00'	50.95'	N07°46'28"E	47.58'
C6	29°58'37"	40.00'	20.93'	N29°16'44"E	20.69'
C7	41°03'32"	40.00'	28.66'	N06°14'18"W	28.06'
C8	1°57'00"	40.00'	1.36'	N07°44'34"W	1.36'
C9	12°06'11"	50.50'	10.67'	N34°46'09"W	10.65'
C10	5°23'19"	50.00'	4.70'	N43°30'54"W	4.70'
C11	13°00'41"	100.00'	22.71'	S50°22'20"E	22.65'
C12	36°57'12"	37.50'	24.13'	S25°49'54"W	23.72'
C13	36°52'12"	37.50'	24.13'	N25°49'54"E	23.72'
C14	241°05'42"	49.00'	206.19'	N66°24'40"E	84.40'
C15	85°07'34"	49.00'	72.80'	S35°36'16"E	66.29'
C16	64°19'10"	49.00'	55.01'	N69°40'22"E	52.16'
C17	91°38'58"	49.00'	78.38'	N06°18'42"W	70.29'
C18	62°03'51"	125.00'	135.40'	N25°50'45"W	128.88'
C19	15°11'08"	125.00'	33.13'	N02°24'24"W	33.03'
C20	46°52'42"	125.00'	102.27'	N33°26'20"W	99.44'
C21	67°11'59"	175.00'	205.25'	N04°52'56"E	193.69'
C22	32°04'05"	175.00'	97.95'	N22°26'53"E	96.67'
C23	10°01'21"	175.00'	30.61'	N01°24'10"E	30.57'
C24	15°29'02"	175.00'	47.29'	N11°21'02"W	47.15'
C25	9°37'31"	175.00'	29.40'	N23°54'18"W	29.36'
C26	12°06'11"	64.75'	13.68'	N34°46'09"W	13.65'
C27	5°23'19"	64.25'	6.04'	N43°30'54"W	6.04'
C28	250°42'43"	48.00'	218.41'	S03°26'05"W	73.16'
C29	3°44'39"	48.00'	3.14'	N48°04'53"W	3.14'
C30	59°22'19"	48.00'	49.74'	N79°36'58"W	47.54'
C31	17°48'08"	48.00'	14.91'	S61°47'49"W	14.85'
C32	26°32'14"	48.00'	22.23'	S39°37'37"W	22.03'
C33	70°45'00"	48.00'	59.27'	S09°01'00"E	55.58'
C34	82°31'47"	48.00'	69.14'	S65°39'23"E	63.32'
C35	38°32'04"	34.06'	22.91'	S72°20'45"W	22.48'
C36	5°23'19"	35.75'	3.36'	N43°30'54"W	3.36'
C37	12°06'11"	36.25'	7.66'	N34°46'09"W	7.64'
C38	13°00'41"	125.00'	28.39'	S50°22'20"E	28.33'
C39	4°25'04"	125.00'	9.64'	N54°40'09"W	9.64'
C40	62°03'51"	75.00'	81.24'	N25°50'45"W	77.33'
C41	72°59'03"	125.00'	159.23'	N07°46'28"E	148.68'
C42	6°19'30"	125.00'	13.80'	N41°06'15"E	13.79'
C43	10°18'13"	125.00'	22.48'	N32°47'23"E	22.45'
C44	40°25'11"	125.00'	88.18'	N07°25'41"E	86.36'
C45	15°56'09"	125.00'	34.77'	N20°44'59"W	34.65'
C46	13°00'41"	75.00'	17.03'	S50°22'20"E	17.00'
C47	9°02'33"	75.00'	11.84'	S48°23'17"E	11.82'
C48	3°58'07"	75.00'	5.20'	S54°53'37"E	5.19'
C49	36°52'12"	49.50'	31.85'	S25°49'54"W	31.31'
C50	25°06'10"	49.50'	21.69'	S31°42'55"W	21.51'
C51	11°46'02"	49.50'	10.17'	S13°16'49"W	10.15'
C52	36°52'12"	25.50'	16.41'	N25°49'54"E	16.13'
C53	30°06'49"	25.50'	13.40'	N22°27'13"E	13.25'
C54	6°45'23"	25.50'	3.01'	N40°33'19"E	3.01'
C55	36°52'12"	49.50'	31.85'	N25°49'54"E	31.31'
C56	17°58'19"	49.50'	15.53'	N35°16'51"E	15.46'
C57	18°53'53"	49.50'	16.33'	N16°50'45"E	16.25'
C58	36°52'12"	25.50'	16.41'	S25°49'54"W	16.13'
C59	9°29'27"	25.50'	4.22'	S17°08'32"W	4.22'
C60	27°22'45"	25.50'	12.19'	S30°34'36"W	12.07'
C61	13°40'45"	4.50'	5.79'	S37°01'47"W	5.40'
C62	10°20'26"	48.50'	8.75'	N05°21'38"E	8.74'
C63	24°22'16"	17.50'	76.17'	N65°50'43"E	28.78'
C64	9°43'48"	51.00'	8.66'	S53°36'31"E	8.65'
C65	71°40'50"	4.50'	5.63'	N84°57'02"W	5.27'
C66	14°39'37"	42.50'	10.87'	N66°32'21"E	10.84'
C67	15°23'20"	272.50'	73.19'	S06°26'15"W	72.97'
C68	12°35'00"	487.50'	107.07'	S05°49'06"W	106.85'
C69	11°31'50"	1257.49'	245.75'	N06°30'42"E	245.36'
C70	4°02'03"	1257.49'	88.54'	N10°05'36"E	88.52'
C71	7°09'47"	1257.49'	157.21'	N04°29'41"E	157.11'
C72	25°57'26"	167.50'	75.88'	N12°03'56"W	75.24'
C73	2°04'05"	167.50'	6.05'	N00°07'16"W	6.05'
C74	23°53'20"	167.50'	69.84'	N13°05'58"W	69.33'
C75	19°34'56"	1147.50'	392.18'	N34°50'06"W	390.28'
C76	0°24'07"	1147.50'	8.05'	N25°14'41"W	8.05'
C77	2°14'55"	1147.50'	45.03'	N26°34'13"W	45.03'

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH
C78	2°14'49"	1147.50'	45.00'	N28°49'05"W	45.00'
C79	2°14'56"	1147.50'	45.04'	N31°03'57"W	45.04'
C80	2°15'15"	1147.50'	45.15'	N33°19'03"W	45.15'
C81	2°45'42"	1147.50'	55.31'	N35°49'32"W	55.30'
C82	2°27'56"	1147.50'	49.40'	N38°26'22"W	49.39'
C83	2°14'51"	1147.50'	45.01'	N40°47'47"W	45.01'
C84	2°15'03"	1147.50'	45.08'	N43°02'45"W	45.08'
C85	0°27'17"	1147.50'	9.11'	N44°23'55"W	9.11'
C86	25°01'24"	357.50'	156.13'	N57°08'16"W	154.90'
C87	5°04'24"	357.50'	31.65'	N47°09'48"W	31.64'
C88	8°39'39"	357.50'	54.04'	N54°01'48"W	53.99'
C89	7°13'06"	357.50'	45.04'	N61°58'10"W	45.01'
C90	4°04'15"	357.50'	25.40'	N67°35'50"W	25.39'
C91	41°49'07"	117.50'	85.76'	S48°44'24"E	83.87'
C92	24°36'24"	117.50'	49.86'	S57°29'34"E	49.49'
C93	17°30'19"	117.50'	35.90'	S36°35'00"E	35.76'
C94	11°29'15"	445.00'	89.22'	N33°34'34"W	89.07'
C95	41°48'52"	105.00'	76.63'	S48°44'27"E	74.94'
C96	25°01'23"	370.00'	161.59'	N57°08'16"W	160.31'
C97	19°34'56"	1160.00'	396.46'	N34°50'06"W	394.53'
C98	25°57'25"	180.00'	81.55'	N12°03'56"W	80.85'
C99	11°11'50"	1245.00'	243.31'	N06°30'42"E	242.92'
C100	12°35'00"	500.00'	109.81'	S05°49'06"W	109.59'
C101	11°04'08"	285.00'	55.06'	S08°16'19"W	54.97'
C102	15°26'41"	49.00'	13.21'	N28°47'27"E	13.17'
C103	15°23'07"	49.00'	13.16'	N45°12'20"E	13.12'
C104	63°47'49"	10.00'	11.13'	N20°35'19"W	10.57'
C105	116°12'11"	10.00'	20.28'	N69°24'41"E	16.98'
C106	7°06'11"	175.00'	21.70'	N00°03'25"W	21.68'
C107	2°55'10"	175.00'	8.92'	N04°57'16"E	8.92'
C108	35°17'11"	75.00'	46.19'	N39°14'05"W	45.46'
C109	26°46'39"	75.00'	35.05'	N08°12'10"W	34.73'
C110	5°58'59"	125.00'	13.05'	S33°53'11"E	13.05'
C112	76°12'18"	49.00'	65.17'	N16°07'02"W	60.47'
C113	48°56'03"	49.00'	41.85'	N77°21'55"E	40.59'
C114	6°26'41"	49.00'	5.51'	N40°44'05"E	5.51'
C115	11°59'46"	49.00'	10.26'	N49°57'21"E	10.24'
C116	45°52'43"	49.00'	39.24'	N78°53'36"E	38.20'

Line Table

LINE	BEARING	LENGTH
L1	N44°16'00"E	15.00
L2	N44°16'00"E	15.00
L3	N44°16'00"E	15.00
L4	S44°16'00"W	15.00
L5	S44°16'00"W	15.00
L6	S44°16'00"W	15.00
L7	S54°36'58"E	25.30
L8	S54°36'58"E	25.30
L9	S44°16'00"W	23.28
L10	S54°36'58"E	21.58
L11	S54°36'58"E	24.97
L12	N43°52'00"W	18.20
L13	N45°36'30"E	10.50
L14	S44°53'16"W	20.01
L15	S50°12'03"W	20.01
L16	S53°07'52"W	19.99
L17	S73°44'24"W	20.38
L18	S89°44'26"W	20.06
L19	N81°59'11"W	20.03
L20	N89°14'49"W	20.36
L21	N86°45'12"W	20.14
L22	S82°44'21"W	20.04
L23	N10°30'04"W	54.57
L24	S44°16'00"W	19.43'
L25	S44°16'00"W	26.69'

Keymap



REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

B&A Engineers, Inc.
Consulting Engineers and Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

BK 96 Pg 12065

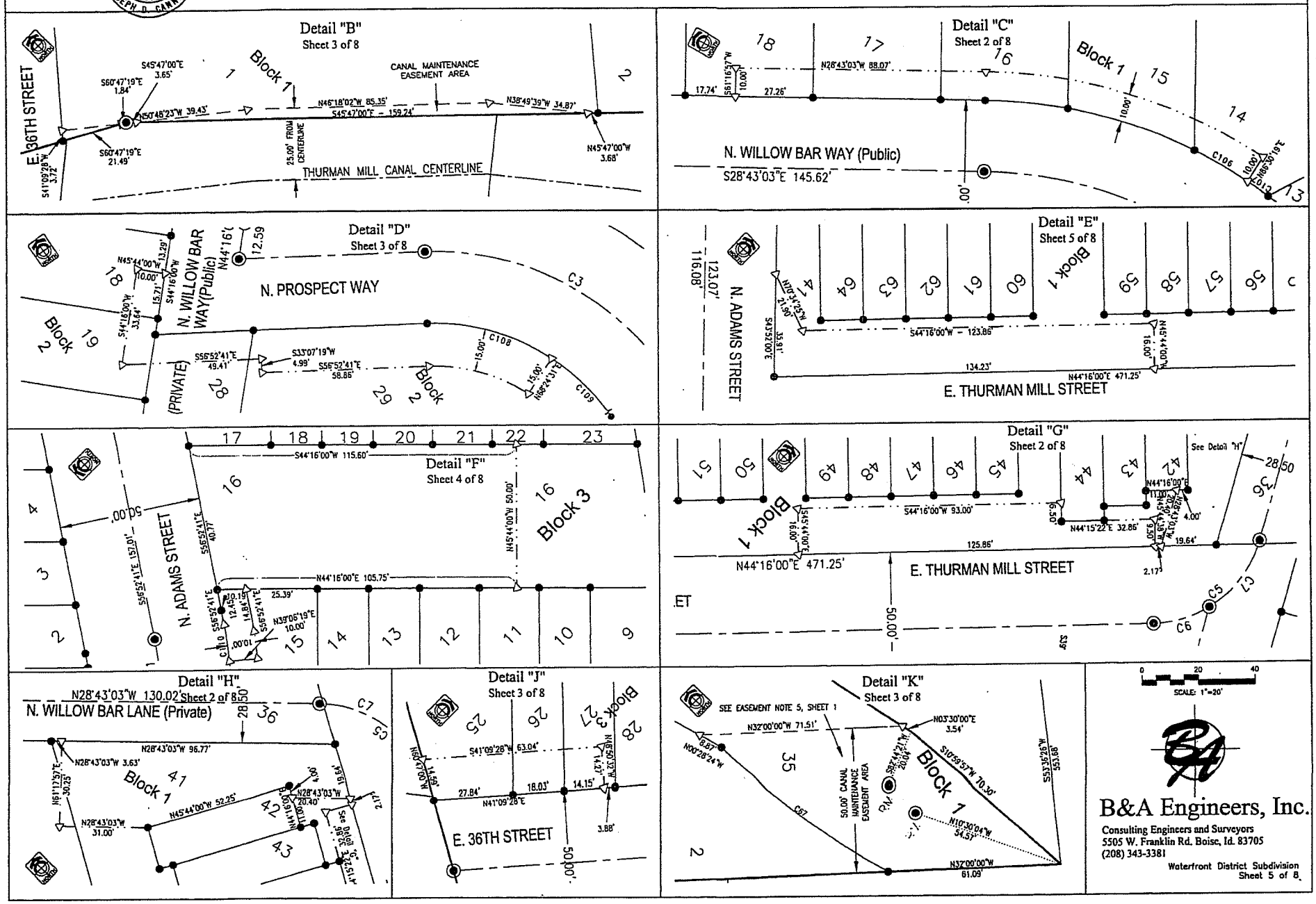
Waterfront District Subdivision

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO

2006

NOTE: SEE SHEET 4 OF 8 FOR CURVE AND LINE TABLE INFORMATION.

REGISTERED PROFESSIONAL ENGINEER 4116 STATE OF IDAHO JOSEPH D. CANNING 11-7-06



B&A Engineers, Inc.

Consulting Engineers and Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Waterfront District Subdivision
Sheet 5 of 8

BK 96 Pg 12066

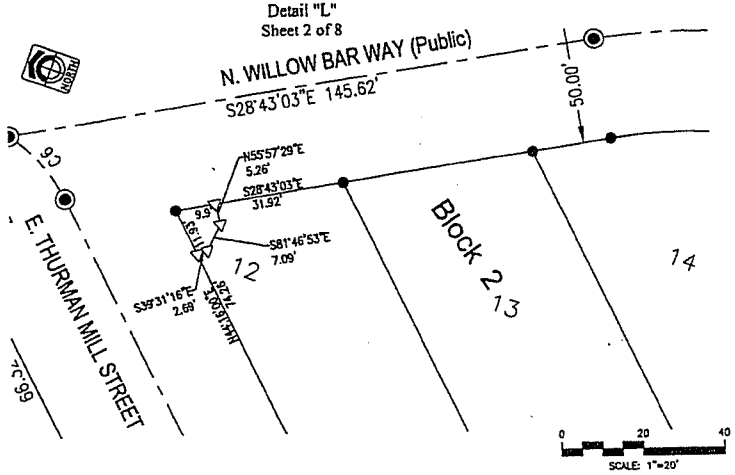
Waterfront District Subdivision

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO

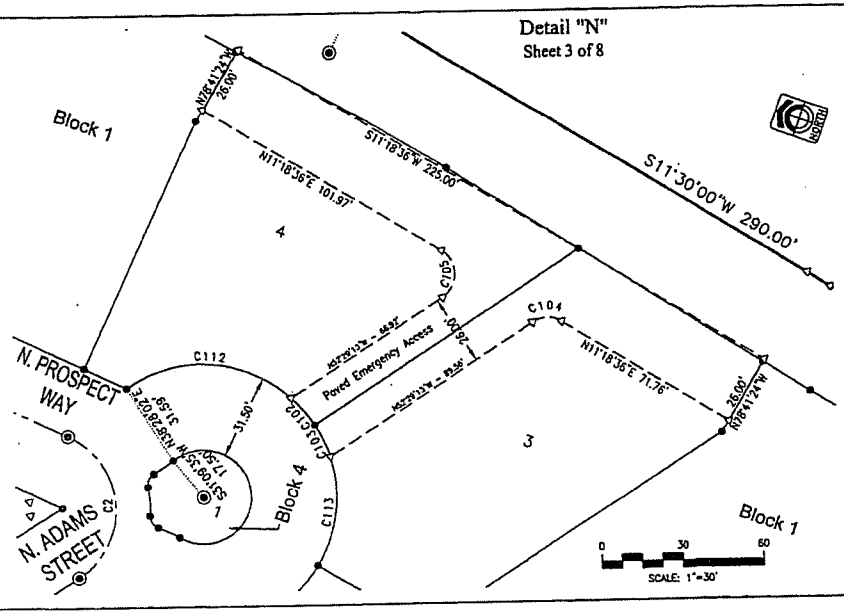
2006

NOTE: SEE SHEET 4 OF 8 FOR CURVE AND LINE TABLE INFORMATION.

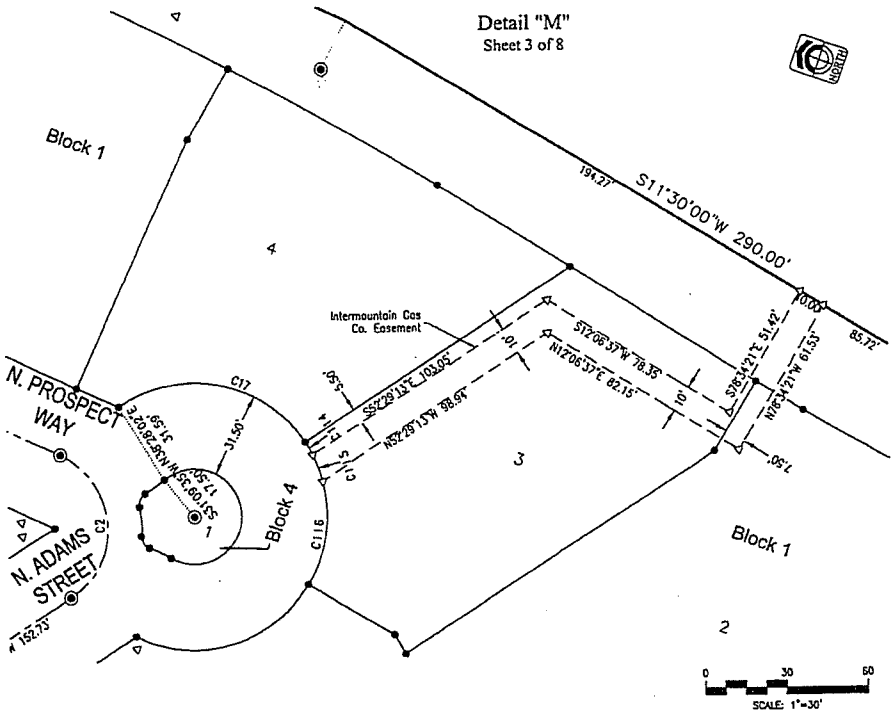
Detail "L"
Sheet 2 of 8



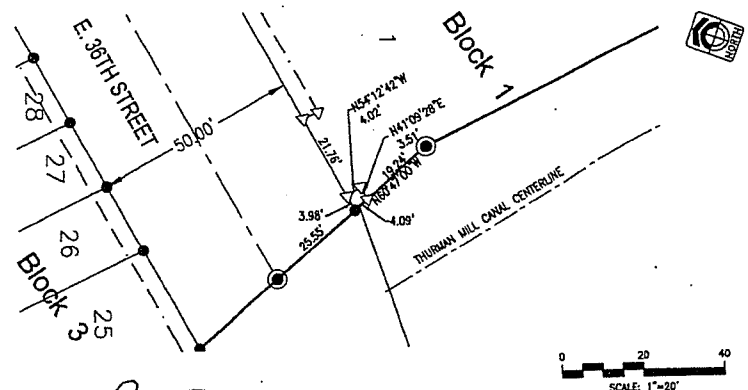
Detail "N"
Sheet 3 of 8



Detail "M"
Sheet 3 of 8



Detail "O"
Sheet 3 of 8



REGISTERED PROFESSIONAL LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

B&A Engineers, Inc.
Consulting Engineers and Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Waterfront District Subdivision
Sheet 6 of 8

Waterfront District Subdivision

Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That the undersigned do hereby certify that they are the owners of a certain tract of land to be known as WATERFRONT DISTRICT SUBDIVISION, and that they intend to include the following described land in this plat:

A parcel of land located in the East Half of Section 5, Township 3 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at an brass cap marking the Northeast Corner of said Section 5; thence S00°16'54"E, 2,678.44 feet to the East 1/4 Corner of said Section 5; thence S53°36'26"W, 553.68 feet to the Real Point of Beginning:

thence N32°00'00"W, 363.00 feet;
thence N45°47'00"W, 207.94 feet;
thence N60°47'00"W, 300.00 feet;
thence N54°37'00"W, 86.00 feet;
thence N43°52'00"W, 170.00 feet;
thence N44°16'00"E, 634.24 feet;
thence N44°16'48"W, 180.08 feet;
thence N44°23'30"W, 214.58 feet;
thence N27°05'45"W, 224.70 feet;
thence N44°41'38"E, 149.05 feet;
thence S55°30'00"E, 401.00 feet;
thence S42°30'00"E, 152.00 feet;
thence S37°00'00"E, 125.00 feet;
thence S27°30'00"E, 400.00 feet;
thence S05°00'00"E, 200.00 feet;
thence S04°30'00"W, 300.00 feet;
thence S11°30'00"W, 290.00 feet;
thence S10°00'00"E, 70.00 feet;
thence S03°30'00"W, 100.00 feet;
thence S10°59'57"W, 70.30 feet to the Real Point of Beginning.

Comprising 17.46 acres, more or less.

The public streets shown hereon are hereby dedicated to the public. The private roads (Lot 36, Block 1, Lot 28, Block 2 and Lots 8 and 24, Block 3), and other easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and no permanent structures are to be erected within the lines of said easements. The lots within this subdivision are eligible to receive water service from Garden City; and Garden City has agreed in writing to serve all of the lots within this subdivision.

IN WITNESS WHEREOF: We have hereunto set our hands.

James M. Neill, Member
Waterfront District L.L.C.

J. D. Simplot, Managing Member
Two Investments, L.L.C.
Member of Waterfront District L.L.C.

David Elcox, Member
Eagle Springs Investments, L.L.C.
Member of Waterfront District L.L.C.

Peter Harris, Member
Eagle Springs Investments, L.L.C.
Member of Waterfront District L.L.C.

Acknowledgment

State of Idaho)
)ss.
County of Ada)

On this 17th day of February, in the year 2006, before me the undersigned, a Notary Public in and for said state, personally appeared James M. Neill, known or identified to me to be a member of Waterfront District, L.L.C., that executed the instrument, and acknowledged to me that such limited liability company executed the same.

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

Sandy A. Smallwood
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 7/24/06

Acknowledgment

State of Idaho)
)ss.
County of Ada)

On this 21st day of February, in the year 2006, before me the undersigned, a Notary Public in and for said state, personally appeared J. D. Simplot, known or identified to me to be the managing member of Two Investments, L.L.C., which limited liability company has been known or identified to me as a member of Waterfront District, L.L.C., that executed the instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 12-17-09

JENNELL L. NEEDS NOTARY PUBLIC STATE OF IDAHO

Acknowledgment

State of Idaho)
)ss.
County of Ada)

On this 20th day of February, in the year 2006, before me the undersigned, a Notary Public in and for said state, personally appeared David Elcox, known or identified to me to be a managing member of Eagle Springs Investments, L.L.C., which limited liability company has been known or identified to me as a member of Waterfront District, L.L.C., that executed the instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 12-17-09

JENNELL L. NEEDS NOTARY PUBLIC STATE OF IDAHO

Acknowledgment

State of Idaho)
)ss.
County of Ada)

On this 20th day of February, in the year 2006, before me the undersigned, a Notary Public in and for said state, personally appeared Peter Harris, known or identified to me to be a managing member of Eagle Springs Investments, L.L.C., which limited liability company has been known or identified to me as a member of Waterfront District, L.L.C., that executed the instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 12-17-09

JENNELL L. NEEDS NOTARY PUBLIC STATE OF IDAHO

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 West Franklin Road Boise, Idaho 83705
208.343.3381

REGISTERED PROFESSIONAL ENGINEER 4116 STATE OF IDAHO JOSEPH D. CANNING

Waterfront District Subdivision

Certificate of Surveyor

I, Joseph D. Canning, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of WATERFRONT DISTRICT SUBDIVISION, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

Joseph D. Canning, L.S. No. 4110

REGISTERED PROFESSIONAL LAND SURVEYOR 4110 STATE OF IDAHO JOSEPH D. CANNING 3-7-06

Approval of Central District Health Department

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Central District Health Department, EHS — Date 8/14/06

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 28th day of June 2006

Commission Chairman
Ada County Highway District

ADA COUNTY HIGHWAY DISTRICT SEAL

Approval of City Engineer

I, the undersigned, City Engineer, in and for the City of Garden City, Ada County, Idaho, do hereby approve this plat.

Garden City Engineer (acting)
Jason Densmer, P.E. — Date JUL 25, 2006

Approval of City Council

I, the undersigned, City Clerk in and for the City of Garden City, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 24th day of October 2005 this plat was duly accepted and approved.

Garden City Clerk

CITY OF GARDEN CITY

Certificate of County Surveyor

I, the undersigned, County Surveyor, in and for Ada County, Idaho, do hereby certify the I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

Ada County Surveyor PLS 570 — Date 11-07-06

Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Lynda Tucker by Diane Reedy
Ada County Treasurer — Date 11/9/06

Certificate of County Recorder

State of Idaho)
)ss.
County of Ada)

Instrument No. 106177143

I hereby certify that this instrument was filed at the request of Waterfront District, LLC at 39 minutes past 4 o'clock P.M., this 9th day of November, 2006, in my office, and was recorded in Book 96 of Plats at Pages 12061 through 12068

Fee: $41.00

Deputy

J. David Navarro
Ex-Officio Recorder

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 West Franklin Road Boise, Idaho 83705
208.343.3381

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 183.00 61
BOISE IDAHO 12/14/06 09:27 AM
DEPUTY Neava Haney
RECORDED-REQUEST OF
Alliance Title
106193996

MASTER

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WATERFRONT DISTRICT

THIS DECLARATION is made effective as of the 4th day of December, 2006, by Waterfront District, LLC, an Idaho limited liability company ("Grantor").

ARTICLE I

RECITALS

1.1 Property Covered. The property subject to this Master Declaration of Covenants, Conditions and Restrictions for Waterfront District ("Master Declaration") is the Property defined in Section 3.29 below, and further described in Exhibit "A" (the "Property").

1.2 Mixed Use Development. The Waterfront District is a subdivision in Garden City's Mixed Use zoning district, approved as a Planned Unit Development (PUD), and granted final plat approval by Garden City Council on November 14, 2005 (hereby incorporated herein by reference). The Property is located on the Boise River, adjacent to public parks, near the urban core of the metropolitan area. The purpose of Mixed Use PUD is to establish an appropriate blend of permitted uses, so that residents and others in the community will be able to pursue a full range of "live-work-play" land uses, on a scale accessible to each other by walking or other short connection, without rigid division of land uses into vast mono-cultures of residential or commercial activities connected only by arterial or freeway automobile travel. While the uses are a fine mix, a framework of rules is intended to provide a background of understanding regarding the inter-relationship of the particular uses, to prevent conflicts between uses, and to provide a normal administrative mechanism for the homeowners associations. The Waterfront District consists of four neighborhood areas ("Neighborhood Areas") and types of townhouse residential units, one Neighborhood Area being designated "live-work" in which certain limited commercial uses are permitted; a Neighborhood Area of single-family homes; four condominium building lots, which may be a single Neighborhood Area or as many as four Neighborhood Areas, and each of which building lots will be further subdivided to create individual residential and commercial condominium units; and three lots dedicated to retail or restaurant use. The Waterfront District also includes common area to be owned by the owners of the lots in the subdivision, or (for example in the case of private roads) by those particular owners using a particular part of the common area. A large portion of the common area

lies along the Boise River, across from existing and proposed park land in the City of Boise. This riverfront has been protected by a certain Conservation Easement relating to the Property, and specific areas of public and private use have been established, the public areas by grant of a Recreation Easement relating to the Property. Both the Conservation Easement and Recreation Easement are filed of record in the Ada County Recorder of Deeds, and incorporated herein by reference. A table of the lots and their respective permitted uses is set out below. This table is for convenience of reference only, and the permitted uses listed are subject to the more specific descriptions and restrictions set forth in this Declaration and the conditions of approval. This Declaration is further intended to implement the approval granted and the conditions imposed in connection with the subdivision and PUD approval by Garden City, and therefore grants certain rights to Garden City. Grantor may subject property in addition to that described on Exhibit A to the provisions hereof by annexing such parcel into the Property pursuant to a Supplemental Declaration. Grantor reserves all right to make changes at any time to any part of the Property remaining in Grantor's ownership, subject only to the approval of Garden City, and this Declaration imposes no obligation on Grantor as to how the Property is to be developed unless and until the conveyance of the first lot in a particular Neighborhood Area of the Waterfront District, as shown in the table below.

Neighborhood Area - unit type	Number of units	Block and lot numbers	Summary of permitted uses	Local common area
single family	26	Block 1, Lots 15-30, 32-34, 37-40 and Block 2, Lots 12-14	single family homes, largely on private cul-de-sac, many with access to Greenbelt and river front common area, accessory dwelling unit permitted, architecture is Boise North End eclectic	Block 1, Lot 36 (private road) (except Block 1, Lots 15-19 and Block 2, Lots 12-14 take access on public street)
live/work townhouses	23	Block 1, Lots 42-64	2 and/or 3 story residential townhouses, rear entry garages off private alley, limited commercial uses permitted, diagonal guest parking on street, architecture is relatively higher, narrow units, flat roofs, roof-top decks, some commercial elements in street facade	Block 1, Lot 41 (alley, perimeter buffer, diagonal parking, and the balance as lawn or landscaped open space area)
interior townhouses	26	Block 2, Lots 1-11 and 16-27	2 and/or 3 story residential townhouses, fronting on public street with rear entry garages off private alley, green space in courtyards and rear yards, accessory dwelling unit permitted, architecture is traditional gable-roofed, front porch on street	Block 2, Lot 28 (private road) and alley as easement over lots

westerly townhouses, and associated retail lot	23	Block 3, Lots 1-7, 9-15, 17-23, 25-29, 30	2 and/or 3 story residential townhouses, primarily fronting on green mews common area, garages on short cul-de-sacs, architecture is gable-roofed with porches, bays, smaller gables to break bulk and add interest	Block 3, Lots 8, 16, 24 (8 and 24 being private roads with connecting path, 16 is green mews)
river townhouses	7	Block 1, Lots 7-13	2 and/or 3 story residential townhouses fronting on river and HOA common area, architecture unifies the two buildings in a theme	Block 1, Lot 6 (driveway and landscaped area)
condominiums, and associated retail	130 plus 45,000 SF com. in 4 blgs plus retail	Block 1, Lots 1-5, Block 2, Lot 29	urban hub of residential plus optional commercial office and retail condominiums associated with 2 retail lots	emergency access easements
master association common areas	4 and emt.	Block 1, Lots 14, 31, 35; Block 2, Lot 15, Lot 27 easement	14: recreation lot 31: path 35: riverfront and storm water 15: corner park 27: path	

1.3 Purpose of Master Declaration. The purpose of this Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development in its residential, commercial, recreational and open space aspects, and to guarantee adequate maintenance of the Common Areas and the Improvements located thereon.

1.4 Supplemental Declarations of Covenants. Grantor reserves the right to develop the Property in stages or Neighborhood Areas, as more fully described in this Master Declaration. In order to facilitate the staged development contemplated herein, Grantor will record, at its option, Supplemental Declarations establishing particular Covenants, Conditions and Restrictions for specified portions of the Property, potentially including properties in addition to that described on Exhibit A.

ARTICLE II

DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance its value, desirability and attractiveness. The provisions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein, whether held or used for residential or commercial purposes or otherwise, and shall inure to the benefit of and be binding upon Grantor, its successors in interest and each grantee or Owner and his respective successors in interest, and may be enforced by Grantor, by any Owner or his successors in interest, or by the Master Association or any Local Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon pursuant to the Waterfront District Plat as the same may be modified at Grantor's option hereunder, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE III

DEFINITIONS

3.1 "Annexed Tract" shall mean any parcel of real property that is annexed pursuant to the annexation procedure described herein and made subject to this Master Declaration by a particular Supplemental Declaration recorded by Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XI hereof.

3.3 "Articles" shall mean the Articles of Incorporation of an Association.

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

3.5 "Association" shall mean the Master Association and/or a Local Association, whichever is appropriate in the context.

3.6 "Association Rules" shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the property under the jurisdiction or control of an

Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.7 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

3.8 "Board" shall mean the Board of Directors of an Association.

3.9 "Building Lot" shall mean a lot shown on the plat of the Waterfront District Subdivision and/or by Supplemental Declaration, upon which Improvements may be constructed, but shall not include Common Area held by an Association. The term "Building Lot" shall include without limitation, townhouse lots and single family residential lots, and, upon their subsequent creation pursuant to the Idaho Condominium Act, shall include any condominium unit on the Property. See also, Property Unit.

3.10 "By-Laws" shall mean the By-Laws of an Association.

3.11 "Commercial Property" shall mean portions of the Property which Grantor designates, either by Plat, pursuant to the PUD approval, by Supplemental Declaration or otherwise, for use as commercial, office, rental apartment (except guest or in-law quarters which are on a Building Lot with one other residential Property Unit, accessory to that other residential Property Unit), retail or restaurant use.

3.12 "Common Area" shall mean any or all parcels of Waterfront District Common Area or Local Common Area, whichever is appropriate in the context, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, or common landscaped areas. Master Association Common Area shall consist of Block 1, Lots 14, 31, and 35, Block 2, Lot 15, and easement over Block 2, Lot 27, to be conveyed to the Master Association by deed from Grantor.

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

3.14 "Delegate" shall mean an individual who represents the Owners, including Grantor when appropriate, as a Class A Delegate at meetings of the Master Association and who is empowered to vote on behalf of such Owners and their Local Association, or the Grantor pursuant to Articles V and VI below. A Delegate will be selected by the Owner or Owners within a particular Neighborhood Area by the process established for that Neighborhood Area in the appropriate Supplemental Declaration, and herein. Where Grantor is the sole Owner of any particular Neighborhood Area, Owner shall be deemed the Class A Delegate for purposes of casting the votes attributable to the Property Units in that Neighborhood Area(s). Where Grantor owns less than all portions of any Neighborhood Area, the Delegate to represent the Local Association for such

Neighborhood Areas shall be selected by vote of the Owners therein, including Grantor, each casting the number of votes attributable to the number of Property Units he owns and the voting values assigned to those Property Units pursuant to this Master Declaration. "Delegate" also shall mean the Grantor as a Class B Delegate, who is entitled to vote in a separate capacity at Master Association meetings as provided herein.

3.15 "Grantor" shall mean Waterfront District, LLC, an Idaho limited liability company ("WDLLC"), or its successors in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by WDLLC or its successors.

3.16 "Improvement" shall mean any structure, facility or system, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, landscaping, signs, lights, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities, and fixtures of any kind whatsoever.

3.17 "Institutional Holder" shall mean a mortgagee of a Property Unit which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state law, any corporation or insurance company, or any federal or state agency.

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

3.19 "Local Association" shall mean any not-for-profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established pursuant to the terms of this Declaration or a Supplemental Declaration by Grantor or by any Owner or group of Owners whose properties are located in a particular Neighborhood Area.

3.20 "Local Association Board" shall mean the duly elected and qualified Board of Directors of a Local Association.

3.21 "Local Association Rolls" shall mean the official record of Owners within a particular Neighborhood Area.

3.22 "Local Common Area" shall mean all real property in which a Local Association holds an interest or for which a Local Association has responsibility and which is held and maintained for the mutual use and benefit of such Local Association and its members. Local Common Area may be established from time to time by Grantor on any portion of the Property by describing such an area on a recorded Plat, by granting or reserving it in a deed, or by designating it as such in this Master Declaration or in any Supplemental Declaration.

3.23 "Master Association" shall mean the Idaho non-profit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Master Declaration. Grantor shall have the power, in its discretion, to name the Master Association the "Waterfront District Master Association," or any similar name which fairly reflects its purpose.

3.24 "Member" shall mean each person or entity holding a membership in the Master Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership in a Local Association.

3.25 "Mortgagee" shall mean mortgage holders or beneficiaries under trust deeds.

3.26 "Neighborhood Area" shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which has been designated as a Neighborhood Area in this Declaration or by recorded Supplemental Declaration. Each Neighborhood Area shall contain one or more Building Lots, shall hold a specific number of Property Units and shall be managed to the extent permitted herein by a Local Association.

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

3.28 "Plat" shall mean the Waterfront District Subdivision Plat, approved by Garden City as aforesaid and recorded at the Office of the County Recorder, Ada County, Idaho, Book 96, page 12061, incorporated herein by reference as Exhibit B, as the same may be amended by duly recorded amendments thereto, together with the "Plan for Final PUD and Tentative Final Plat", attached hereto and made part hereof and incorporated herein by reference as Exhibit C. The Plan for Final PUD, Exhibit C, has modified setback information and land use and other information related to the PUD and not included in the subdivision plat, Exhibit B, and both together shall constitute the Plat for the purpose of this Declaration. Garden City by its acceptance of this Declaration and rights as third party beneficiary agrees that the said Exhibit C is an accurate copy of the Plan for Final Plat approved by Garden City and accurately reflects the modified setbacks, land uses and other information approved in connection therewith.

3.29 "Property" shall mean the 17-acre (more or less) property described on Exhibit B, more fully described in the legal description attached hereto as Exhibit A and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, and any property which is brought within the definition hereof by Supplemental Declaration. The Property also shall include such additional property ("Annexed Tracts") in addition to that described on Exhibit A, as may be annexed by means of a Supplemental Declaration as provided herein.

3.30 "Property Unit" shall mean the unit of property ownership which is established for the purposes of voting in an Association and for the purpose of levying Assessments. For each Building Lot, there shall be one (1) Property Unit. For those Building Lots which may permissibly be further subdivided into condominiums, there shall be one (1) Property Unit for each residential condominium, and one (1) Property Unit for each one thousand (1000) net square feet of interior office or retail space. Such additional Property Units for condominiums shall be created and effective upon recording of the final plat containing such condominiums.

3.31 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all improvements and facilities located thereon, and the other costs of an Association which is to be levied against the Waterfront District property of and payable by each Owner to the Master Association, or Local Association, pursuant to the terms hereof or the terms of a Supplemental Declaration.

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

3.33 "Supplemental Declaration" shall mean any Supplemental Declaration including covenants, conditions and restrictions that the Grantor might adopt with respect to any portion of the Property.

3.34 "Waterfront District" or "Waterfront District Development" shall mean the Property.

3.35 "Waterfront District Common Area" shall mean all real property in which the Master Association owns an interest and which is held and maintained for the common use, enjoyment and benefit of the entire Waterfront District Development and each Owner therein. Waterfront District Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or by designating it pursuant to this Master Declaration or any Supplemental Declaration. Waterfront District Common Area is to be distinguished from Local Common Area, which may or may not allow entry and use by those Owners who are not Members of a Local Association.

ARTICLE IV

GENERAL AND SPECIFIC RESTRICTIONS

4.1 Permitted Uses. The Building Lots and Property Units and Common Area comprising the Property shall be used for the following permitted uses, and only for these uses, in each of the respective Neighborhood Areas.

4.1.1 Single Family Lots.

A. Use. Principal use shall be single family residential. Accessory use shall include a guest, in-law or rental dwelling unit for occupancy by not more than two persons, not greater than 800 square feet in floor area. Accessory use shall include home office, but no employees, no customers, no deliveries, no commercial invitees.

B. Garages and vehicles. Each lot shall have a garage for at least two cars. For Block 2, Lots 12, 13, 14, access shall be from the alley. For Block 1, Lots 38 and 39, garage access shall be side-loaded from a common driveway. For Block 1, Lots 37 and 40, garage access shall be side-loaded from the cul-de-sac turn-around and alley, respectively. Common driveway shall provide access to Lots 32, 33, 34, with garage oriented towards driveway and not cul-de-sac for Lot 32. For Lots 15-30, not more than half shall be front loaded, at least half side-loaded, with optional use of common driveways in groups of two or three. The particular lots to be side or front loaded shall be determined by the developer at or prior to issuance of a building permit, and an appropriate common driveway easement filed of record.

C. Dimensional

1. Lots 15-30 may have a use easement over the sideyard of the lot lying easterly of each other lot. This shall be an option elected at time of design review and building permit, with an appropriate easement filed of record. See, provisions for use easements in Article XIII.
2. Front loading garages shall be set back a minimum twenty (20) feet from the property line.
3. Side loading garages may be paired "zero lot line" with neighboring garages. If a garage is constructed "zero lot line", it may have living space above as part of the single family residence, or as permitted accessory dwelling.

4.1.2 Live/Work Townhouses.

A. Use. Principal use shall be single family residential. No accessory dwelling unit shall be permitted. Accessory use shall also include a work space, subject to the provisions hereof, and subject to the approval of the Local Association, which shall have the power to regulate, and prohibit or permit, work by rules and regulations, and impose reasonable conditions on any permitted use. The work space may be located within the building as the Owner may determine desirable, but shall only have an entry and sign on the first floor towards the public street. Permitted work space uses include: bakery, barber or beauty shop, childcare, crafts such as woodworking (emphasizing hand work and not power tools), office for architect, attorney, engineer, insurance or similar work, photographer's or artist's studio, retail such as bookstore or clothing or other specialty store or gift shop. Prohibited uses include auto body or repair (except as hobby), kennels, sexually oriented business, and taverns. No work shall be permitted which generates noise, fumes, vibration, dust or glare outside the building

in which conducted. No work involving flammable or dangerous chemicals shall be permitted. Hours of operation shall be 8 o'clock a.m. to 5 o'clock p.m. Monday through Friday unless otherwise permitted by the Local Association. The work may include up to two employees, and reasonable traffic by customers, deliveries and other business invitees. Any use shall comply with applicable fire and other governmental regulations. Customers and employees shall use diagonal parking of Live/work townhouses, which shall be used in common by the Owners.

B. Garages and vehicles. Each lot shall have a garage for at least one car, and half the Lots shall have a garage for two cars, tandem or side-by-side (average of 1.5 cars per dwelling).

4.1.3 Interior Townhouses.

A. Use. Principal use shall be single family residential. Accessory use shall include a guest, in-law or rental dwelling unit for occupancy by not more than two persons, not greater than 800 square feet in floor area. Accessory use shall include home office, but no employees, no customers, no deliveries, no commercial invitees.

B. Garages and vehicles. Each lot shall have a garage for at least two cars.

4.1.3 Westerly Townhouses.

A. Use. Principal use shall be single family residential. No accessory dwelling unit shall be permitted. Accessory use shall include home office, but no employees, no customers, no deliveries, no commercial invitees. Provided, in the event Adams Street is connected westerly as a through street beyond the Waterfront District, then on Lots 1, 15 and 17, the residential use may be discontinued and one of the following uses made the principal use, upon application to and approval by the Local Association, and subject to such reasonable conditions as it may require: Permitted work space uses include: bakery, barber or beauty shop, childcare, crafts such as woodworking (emphasizing hand work and not power tools), office for architect, attorney, engineer, insurance or similar work, medical office of doctor or dentist, photographer's or artist's studio, retail such as bookstore or clothing or other specialty store or gift shop. Prohibited uses include auto body or repair (except as hobby), kennels, sexually oriented business, and taverns. No work shall be permitted which generates noise, fumes, vibration, dust or glare outside the building in which conducted. No work involving flammable or dangerous chemicals shall be permitted. Hours of operation shall be 8 o'clock a.m. to 5 o'clock p.m. Monday through Friday unless otherwise permitted by the Local Association. The work may include up to two employees, and reasonable traffic by customers, deliveries and other business invitees. Any use shall comply with applicable fire and other governmental regulations. The exterior of the building shall not be substantially altered in connection with a change from residential use.

B. Garages and vehicles. Each lot shall have a garage for at least one car, and half the Lots shall have parking for two cars, tandem or side-by-side, or outside (average of 1.5 cars per dwelling). Additional width exists within setback lines as shown on the Plat, intended to accommodate two-car garages on Lots 1, 7, 9, 15, 17, 23 and 25.

C. Special provisions for retail Lot 30. Notwithstanding the townhouse use of other Lots in this Neighborhood Area, Lot 30 shall only be used as a retail store, with optional office on the second floor.

4.1.4 Waterfront Townhouses.

A. Use. Principal use shall be single family residential. Accessory use shall include a guest, in-law or rental dwelling unit for occupancy by not more than two persons, not greater than 800 square feet in floor area. Accessory use shall include home office, but no employees, no customers, no deliveries, no commercial invitees.

B. Garages and vehicles. Each lot shall have a garage for at least two cars.

4.1.5 Condominium and Retail Hub. Uses permitted in the mid-rise condominiums shall include residential condominiums, up to a total of 130 Property Units in the four Building Lots, Block 1, Lots 1, 2, and 5 and Block 2, Lot 29, plus retail in the two Building Lots, Block 1, Lots 3 and 4 fronting on the Boise River. Additional uses may be added as an option at Grantor's discretion, as follows: Retail may be added in the first floor of the buildings fronting on Adams Street. Up to a total of 45,000 square feet of office use may be added to the mid-rise condominiums, either on one Building Lot or divided amongst more than one Lot. No condominium shall be created except in compliance with all applicable laws, including subdivision approval by Garden City, and upon filing of a Supplemental Declaration.

4.1.6 Common Area. In addition to the following use provisions, reasonable regulations consistent with the said provisions for the use of each respective Lot may be established from time to time by the Board of the Association or Local Association which owns the Lot or is charged with its maintenance and control.

A. Master Association, Recreation Area Lot, Block 1, Lot 14. This lot shall be owned by the Master Association and shall be used only as provided herein as a recreation area. The lot may be improved with any of the following: clubhouse or similar building (with rooms serving as, without limitation, meeting rooms, social gathering place, exercise rooms, indoor recreation, health club facilities, kitchen, dining room, offices for the homeowners association); swimming pool; hot tub; sculpture and fountains; benches; decks; patios; walkways; retaining walls; outdoor recreation; gardens, lawns and landscaping; recreational equipment storage. The Board may establish a means of providing for limited times of special use by particular a Owner for all or part of the facilities on this Lot, and charge a fee, based on any actual costs incurred, for such reserved use.

The Lot may be used initially by the Grantor as a sales office.

Pedestrian access for Owners shall be provided from the public street through the grounds or buildings on the Lot to the Greenbelt and to the Common Area along the Boise River. No access shall be made to or from the adjoining single family Lot 15, and a vegetated screen shall be maintained along that Lot. Access shall be permissible from the adjoining waterfront townhouse Lots, with appropriate fencing or landscaping to indicate the property line, but not impede access by the Owners of the adjacent townhouses.

B. Master Association, Corner Park Lot, Block 2, Lot 15. This Lot shall be owned by the Master Association and shall be used and maintained only as provided herein for a corner park and green open space. Lot 15 shall be improved and maintained with a walkway and benches, and may be improved additionally with trellis, gate, fencing and other similar features. The balance shall be lawn and landscaping. No access shall be permitted directly to or from Lot 15 and the adjacent Lots 14 and 16.

C. Master Association, Path Connecting Cul-de-sac and Greenbelt, Block 1, Lot 31. This Lot shall be owned by the Master Association and shall be used and maintained only as a paved path. A gate and fence, and signs noting "Private Property" or the like, may be constructed.

D. Master Association, Sidewalk and Landscaping Easement over Block 2, Lot 27. This easement area, 10 feet wide as shown on the Plat, shall be improved with a sidewalk, minimum five (5) feet wide and the balance maintained as lawn or landscaping.

E. Master Association, Riverfront and Stormwater Retention Area, Block 1, Lot 35. This Lot shall be owned by the Master Association and shall be used and maintained as set forth in the Conservation Easement, Recreation Easement, and Greenbelt Easement filed of record, subject to such additional utility or other easements or restrictions filed of record. The Stormwater Retention Area shown on the Plat, not subject to the foregoing easements, shall be used to perform its stormwater control function, and may be landscaped and used for light outdoor recreation.

F. Single Family Lots, Private Road, Block 1, Lot 36. This Lot shall be owned by the Master Association, but the rights and responsibilities for its use, maintenance and reconstruction shall be vested exclusively in the Single Family Lot Local Association, except as otherwise explicitly set forth herein, and it shall be used and maintained only as a private road as shown on the Plat.

G. Live/Work Townhouses, Common Area, Block 1, Lot 41. This Lot shall be owned by the Master Association, but the rights and responsibilities for its use,

maintenance and reconstruction shall be vested exclusively in the Live/Work Townhouses Local Association, except as otherwise explicitly set forth herein, and shall be used only as alley, perimeter buffer, diagonal parking, and the balance as lawn and landscaping as shown on the Plat.

H. Westerly Townhouses, Common Area, Block 3, Lots 8 and 24. These Lots shall be owned by the Master Association, but the rights and responsibilities for its use, maintenance and reconstruction shall be vested exclusively in the Westerly Townhouses Local Association, except as otherwise explicitly set forth herein, and shall be used only as private roads and connecting pathway, and perimeter buffer, the balance as lawn and landscaping, as shown on the Plat.

I. Westerly Townhouses, Common Area, Block 3, Lot 16. This Lot shall be owned by the Master Association, but the rights and responsibilities for its use, maintenance and reconstruction shall be vested exclusively in the Westerly Townhouses Local Association, except as otherwise explicitly set forth herein, and shall be used only as provided herein as open space and for pedestrian access to the residential Building Lots fronting on Lot 16. Lot 16 shall be improved and maintained to include an entry on Adams Street, consisting of steps, trellis, gate, fencing and other similar features, or any of them, and a walkway or walkways connecting to the Pathway on Lots 8 and 24 and also providing access to the Building Lots fronting on Lot 16. Provided, Lot 16 may be improved with additional features such as fountains, sculpture, benches or gazebos ancillary to its green open space use, comprising not more than one quarter of its area, and not including any use or structure inconsistent with its green open space use, such as, without limitation, parking areas or buildings.

J. Interior Townhouses, Private Road, Block 2, Lot 28. This Lot shall be owned by the Master Association, but the rights and responsibilities for its use, maintenance and reconstruction shall be vested exclusively in the Interior Townhouses Local Association, except as otherwise explicitly set forth herein, and shall be used and maintained only as a private road as shown on the Plat.

K. Waterfront Townhouses, Common Area, Block 1, Lot 6. . This Lot shall be owned by the Master Association, but the rights and responsibilities for its use, maintenance and reconstruction shall be vested exclusively in the Waterfront Townhouses Local Association, except as otherwise explicitly set forth herein, and shall be used only as common driveway and parking, retaining walls and other walls, common building connecting the Building Lots, and the balance as lawn and landscaping as shown on the Plat.

4.2 Structures and Dimensional Standards. The structures which shall or may be constructed, maintained and used on the Property shall comply with the following standards.

4.2.1 Use and Size of Structure. Restrictions on the use and size of structures to be placed on the Property, or the method of determining such restrictions, in addition to those contained herein, may be set forth in Supplemental Declarations.

4.2.2 Architectural Committee Review. No building, fence, sign or other structure or Improvement which will be visible above ground shall be built, erected, placed or materially altered on the Property unless and until the building plan specifications and plot plan have been reviewed in advance by the Architectural Committee (and, if required by other provisions hereof, by Local Association) and the same have been approved in writing. The review and approval may concern, without limitation, topography, finish ground elevations, architectural symmetry, landscaping, drainage, color, material, design, physical or aesthetic impacts on Common Areas, artistic conformity to the terrain and the other improvements on the Property. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of buildings. This Master Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size restrictions.

4.2.3 Coordination with Garden City Rights and Conditions under PUD. A copy of the written approval of the Architectural Committee shall be provided to Garden City prior to the issuance of a building permit by Garden City for the contemplated structure or Improvement. If the Association has exercised its rights of architectural review through the Committee, or through its Board, the architectural or design review condition required by the PUD shall be deemed satisfied. If the Association has failed or refused to do so, Garden City may then at its option exercise such rights.

4.2.4 Setbacks. No dwelling unit or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot property lines than permitted by the Plat for the Neighborhood Area in which the Building Lot is located or by any applicable zoning restriction, conditional use permit, or planned unit development approval. The following setback provisions shall apply, together with any setback line shown on the Plat:

Neighborhood Area	Max. Height (feet)	Front yard (feet)	Rear yard (feet)	Interior Sideyard (feet)	Street Sideyard (feet)	Max.Lot Coverage	Min.Lot Area per DU (SF)
Singles – river	55	10	5	3	10 (1 lot)	NA	3,875
Singles– interior	55	10	20/3	3	5/3	NA	3,400
Townhouse, live-work	55	20	15	3	10	NA	780

Townhouse, interior blk	55	5	10	3	10	NA	1,995
Townhouse, westerly blk	55	0	10	3	10	NA	1,800
Condominium	55	3 - 10	0	20	3 - 10	NA	300 avg.
HOA recreation	55	10	0	3	NA	NA	NA
Retail, plaza	55	13	0	3	13	NA	NA
Retail, corner	55	3	15	3	3	NA	NA

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot or Property Unit which will increase the rate of insurance on, or cause the cancellation of insurance on, any other Building Lot or Property Unit, without the approval of the Owner of such other Building Lot or Property Unit, where such insurance is a policy owned by an Owner or the Association for standard fire and/or hazard protection of building and contents.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board of the Master Association; provided, however, that nothing in this section shall be deemed to prevent an Owner from, or require the approval of the Board for, transferring or selling any Building Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots, and except such signs of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed on or from a Building Lot identifying the Owner or resident, the street address, or advertising the residence for sale or lease. Any customary "for sale" or "for lease" signs not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Temporary signs naming the contractor, the architect and the lending institution for a particular construction operation may be placed on the Property with approval of the Architectural Committee.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property. No odor shall be permitted which would render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property Unit or to its occupants. No noise, vibration, glare, light or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other Property Unit or to its occupants. Without limiting the generality of any of the foregoing provisions, no

exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on any such property without the prior written approval of the Board.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board of the Local Association of which such Owner is a Member (or the Board of the Master Association if the Local Association fails to Act), upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Local or Master Association as the case may be for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The owner of the offending property shall be personally liable, and his property may be subject to a mechanic's lien for all cost and expense incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular Assessments.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise which exists at the time the overall grading to any portion of the Property is completed by Grantor or that which is shown on the Waterfront District Plat or plans prepared in connection therewith, or any plans approved by the Architectural Committee, which may include drainage from Common Areas over any Building Lot or Lots in the Property.

4.9 Grading. The owner of any Lot(s) within the subdivision in which grading or other work has been performed pursuant to a grading plan approved in connection with development as shown on the Waterfront District Plat, or the Master or Local Association responsible for maintaining a Common Area on which such grading work has been performed, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of a public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited assessments provided in Article V herein, as may be applicable.

4.10 Water Supply Systems. Water for use on the respective residential and commercial Building Lots and Property Units shall be provided by Garden City or the appropriate succeeding public water supply system. Water for irrigation of landscaping may be provided by the Master Association, conditioned upon transfer from the Grantor of required water rights to the existing well

on the Property. All other water rights shall remain vested in Grantor, subject to Grantor's conveyance at its discretion. 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 Building Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Board of the Master Association and all governmental authorities having jurisdiction.

4.11 No Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on any Property Unit or Common Area which are or might be unnecessarily or abnormally hazardous to any person or property.

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

4.13 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property or unless such temporary structure is necessary for a commercial purpose and is approved by the Architectural Committee.

4.14 No Unscreened Boats, Campers and other Vehicles. No boats, trailers, campers, and no dilapidated or unrepaired and unsightly automobiles, vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on his Building Lot to the Garden City sewer system and pay all charges assessed therefor.

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

4.17 Exterior Equipment. No energy production devices, including but not limited to generators of any kind, and wind or solar energy devices, shall be constructed or maintained on any

portion of the Property without the approval of the Architectural Committee. Air conditioners, heat pumps, generators, wind and solar energy devices, antennae, satellite dishes and similar outside equipment shall be shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential or commercial building.

4.18 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Waterfront District. No on-street parking shall be permitted except where expressly designated for parking use. No motorized vehicle or device shall be permitted on any Common Area without the written approval of the Master Association Board unless such vehicle is engaged in an emergency procedure, or is engaged in permitted maintenance of the Common Area.

4.19 Animals/Pets. No animals, birds, insects or livestock shall be kept on the Property unless the presence of such animal does not constitute a nuisance. Household pets of an Owner shall be permitted only if they are kept on the Property Unit of the Owner, or on leash or other direct control when on a Common Area, and at no time do they unreasonably bother or constitute a nuisance to other Owners. Persistently barking dogs are prohibited. All dog and cat waste shall be picked up and properly disposed of by the Owner. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and maintained in a sanitary condition.

4.20 Building and Landscaping. Within eight (8) months after the later of conveyance of title to a Building Lot to a purchasing Owner, or approval of plans and specifications by the Architectural Committee, such Owner shall construct the improvement and install the landscaping provided for in the plans and specifications. The Owner shall thereafter maintain the improvement and landscaping in a neat and attractive condition, including all necessary gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation. The above eight (8) month time may be extended by the Architectural Committee for good cause. This paragraph shall not affect or prevent the establishment of a different time period by Grantor in a contract for sale of any Building Lot or Property Unit. During the said eight-month period, Owner shall control weeds, and maintain the property in a clean and safe condition free of debris or any hazardous condition.

The Board may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, or the Board of the Local Association of which such Owner is a Member, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Waterfront District Association or Local Association for the cost thereof. Such cost shall be a

Limited Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article VIII.

4.21 Owner Occupancy. The Owner of the Building Lot or Property Unit shall be required to occupy the Building Lot or Property Unit as Owner's primary residence, or a secondary residence, for all Building Lots or Property Units having residential as their primary use. That is, this provision shall not apply to retail or office Building Lots or Property Units or Common Area. No other person or persons shall occupy the Building Lot or Property Unit, neither as a tenant for as a gratuitous long-term guest, except for parents or adult children with or without the Owner in residence. The Board may allow reasonable and temporary exemptions, upon application to the Board and the Board's approval in writing, and subject to such conditions as the Board may deem appropriate. Such exemptions may include, but are not limited to, ownership by a trust or estate, or rental when the Owner is out of the area in connection with a move or business transfer. Provided, at no time shall the total number of non-Owner occupancy exceed ten percent (10%) of the Building Lots or Property Units in any Neighborhood Area or Local Association.

4.22 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or resubdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easement with respect to Common Areas to utility companies, public agencies or others, or to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Grantor, to alter the foregoing and its construction plans and designs, or to construct such additional improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold and so long as such subdivision or construction does not materially detract from the quality of the Waterfront District. Such right shall include, but shall not be limited to, erecting, constructing and any other thing or action reasonably necessary for the conduct of its business of completing the work as shown on the Waterfront District Plat and disposing of the Property by sale, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the property development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest to any portion of Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder. If not so assigned, such exemption shall terminate as to any Building Lot upon conveyance by WDLLC of the Building Lot to a third party.

ARTICLE V

WATERFRONT DISTRICT ("MASTER") ASSOCIATION

5.1 Organization of Waterfront District Association. The Waterfront District Owners Association, Inc. ("Master Association") shall be organized by Grantor as an Idaho corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor may adopt pertaining to Waterfront District.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Master Association. Memberships in the Master Association shall be appurtenant to the Building Lot or Property Unit owned by such Owner. The memberships in the Master Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void.

5.3 Voting. Voting in the Master Association shall be carried out by Delegates who, acting on behalf of the Local Associations established for particular tracts or on behalf of Grantor, shall cast the votes attributable to the Property Units in their respective Neighborhood Areas or attributable to the portions of such Neighborhood Areas owned by Grantor. The number of votes any Delegate may cast on any issue is determined by the number of full Property Units existing in the Neighborhood Area which such Delegate represents or which Grantor owns. Any fractional Property Unit existing by virtue of ownership of a commercial unit shall be counted as a fraction of a vote. For voting purposes, the Master Association shall have two (2) classes of delegates as described below.

5.3.1 Class A Delegates. Delegates representing Local Associations, selected pursuant to Article VII, shall be known as Class A Delegates. Each Class A Delegate shall be entitled to cast one (1) vote for each Property Unit existing on the day of the vote and located within the Neighborhood Area for which such Delegates is the representative.

5.3.2 Class B Delegates. The Grantor shall be known as the Class B Delegate. Grantor shall be the Class B Delegate for each Neighborhood Area or portion thereof which Grantor owns, regardless of whether there is also a Local Association representing Owners including Grantor on such Neighborhood Area. Upon the formation of the Master Association, the Class B Delegate shall be entitled to five (5) votes for each Property Unit of which Grantor is the Owner. The Class B Delegate shall cease to be a voting Delegate in the Master Association when the total cumulative vote of the Class A Delegates equal or exceed the total vote of the Class B Delegates provided that the Class B Delegate membership shall not cease before the expiration of five (5) years from the date on which the first Building Lot is sold to an Owner. When the Grantor establishes a Neighborhood Area as described herein, the Grantor shall acquire Delegate voting rights with respect to such Neighborhood Area as provided in this Article.

5.3.3 Only Delegates Vote. All voting power in the Master Association shall be exercised by Class A and Class B Delegates, and no Member who is not a Delegate shall be entitled to vote. The Board shall recognize only one Delegate from each Local Association.

5.4 Board of Directors and Officers. The affairs of the Master Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The initial Board of Directors of the Master Association shall be appointed by the incorporators or their successors and shall hold office until the first annual meeting, at which time a new Board of Directors shall be elected in accordance with the provisions set forth in the By-Laws.

5.5 Power and Duties of the Waterfront District Master Association.

5.5.1 Powers. The Master Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, this Master Declaration and any Supplemental Declaration which Grantor might adopt pertaining to Waterfront District. It shall have the power 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 this Declaration, and any Supplemental Declaration, the Articles and By-Laws, and to do and perform any and all acts which may be necessary to, proper for or incidental to the property management and operation of the Common Areas and its other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owners or any portion of the property and to require and enforce payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Master Association rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract with a Local Association for the maintenance, repair, replacement and operation of the Local 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.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Master Association deems reasonable. The Association may establish rules and regulations governing the use of the Common Areas, including but not limited to the use of private streets, driveways, paths, and riverfront, by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners of the particular Common Area or part thereof, and shall not be inconsistent with this Declaration, the Articles or By-Laws or any Supplemental Declaration Grantor may adopt pertaining to any portion of the Waterfront District. A copy of the Association rules and regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Common Area. Upon such mailing or delivery and posting, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Master Declaration. In the event of any conflict between such rules and any other provisions of this Declaration, or any Supplemental Declaration, or the Articles or By-Laws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Master Declaration, such Supplemental Declaration, the Articles or the By-Laws to the extent of any such inconsistency.

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

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

5.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes;

5.5.1.6.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes; and

5.5.1.6.3 Any similar public or quasi-public improvements or facilities.

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

5.5.2.1 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 property damaged or destroyed by casualty loss and all other property acquired by the Master Association. The Board of Directors, on behalf of the Master Association, may contract with or delegate to a Local Association for the operation, management and maintenance of Local Common Areas.

5.2.2.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Waterfront District Common Area or against Waterfront District, 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.

5.5.2.3 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 Waterfront District Common Area, and to manage for the benefit of Waterfront District all water rights and rights to receive water held by the Master Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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

5.5.2.4.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on blanket agreed amount basis for the full insurable replacement value of all

Improvements, equipment and fixtures located within the Waterfront District Common Area.

5.5.2.4.2 Comprehensive public liability insurance insuring the Board, the Master Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Waterfront District Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence with respect to personal injury or death, and One Hundred Thousand Dollars ($100,000) per occurrence with respect to property damage.

5.5.2.4.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000).

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

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

5.5.2.4.6 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.

5.5.2.4.7 Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a mortgagee or Owner of a Building Lot within the project, except to the extent such coverage is not available or has been waived in writing by the FNMA, GNMA or FHLMC, as applicable.

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

5.5.2.6 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Master Declaration.

5.5.2.7 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration or any Supplemental Declaration, as may be reasonably advisable or necessary to enforce any of the provisions thereof, or of the Articles or By-Laws.

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

5.7 Budgets and Financial Statements. Financial Statements for the Master Association shall be prepared regularly and copies shall be distributed to each Member of the Master Association and, upon request, to Mortgagees as follows:

5.7.1 A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year.

5.7.2 A balance sheet, as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Building Lot and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. The operating statement shall include a schedule of assessments received and receivable, identified by the lot number and the name of the person or entity assigned.

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

5.8 Meetings of Master Association. Each year the Master Association shall hold at least one meeting of all Delegates, according to the schedule for such meeting established by the By-Laws. Notice for all Master Association meetings shall be given by regular mail or telegram to all Delegates not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings

shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Delegate where there is such a Delegate, and of the Class A Delegate representing Owners holding at least thirty percent (30%) of the total votes of all Class A Delegates shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Delegate(s) present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any three Delegates shall constitute a quorum. Members who are not delegates may be present at such meetings, but shall not vote nor participate in the proceedings, but may speak with the permission the Board.

ARTICLE VI

LOCAL ASSOCIATIONS

6.1 Creation by Grantor. Grantor may create Local Associations as non-profit corporations under the provisions of the Idaho Code relating to general non-profit corporations, or Grantor may create such Associations as any unincorporated entity, as Grantor deems appropriate. Grantor may, in its discretion, create a Local Association by means of a Supplemental Declaration, or create such associations by means of separate instruments. The following groups of Building Lots shall each form a Local Association, and share the costs of and control of the respective local Common Areas.

6.1.1 Single Family Residence Lots. The single family residence lots, Block 1, Lots 15-30, 32-34, 37-40 and Block 2, Lots 12-14, shall be a Local Association with responsibility and control over the private cul-de-sac private street, Block 1, Lot 36, as Local Common Area. Provided, Block 2, Lots 12-14, and Block 1, Lots 15-19 shall not share the costs nor vote regarding the said private street, but shall vote to choose a Master Association Delegate and otherwise.

6.1.2 Live/work Townhouses. The live/work townhouses, Block 1, Lots 42-64, shall be a Local Association with responsibility and control over the Local Common Area, Block 1, Lot 41, containing the alley, property line perimeter buffer, diagonal parking, and the balance of the Local Common Area to be maintained as lawn and landscaping.

6.1.3 Interior Block Townhouses. The interior block townhouses, Block 2, Lots 1-11, 15-27, shall be a Local Association having responsibility and control over the common alley, 20 feet wide, to be maintained with pavement and grass and stormwater infiltration area, all as shown on the Plat, as Local Common Area.

6.1.4 Westerly Block Townhouses. The westerly block townhouses, Block 3, Lots 1-7, 9-15, 17-23, 25-29, and retail Lot 30, shall be a Local Association, having responsibility and control of the private roads, Block 3, Lots 8 and 24, to be maintained as private roads for

approximately 150 linear feet each from the public road, with a connecting Pathway between them, and perimeter buffer, and Block 3, Lot 16 to be maintained as a common green open space as provided elsewhere herein. Provided, Block 3, Lot 30, shall not share the costs nor vote nor have rights of use in Lot 16, but shall vote and share costs regarding the said private roads, to choose a Master Association Delegate, and otherwise.

6.1.5 Waterfront Townhouses. The waterfront townhouses, Block 1, Lots 7-13, shall be a Local Association, having responsibility and control for the surrounding common area, Block 1, Lot 6, as Local Common Area, to be maintained as and improved with a common driveway to the said Building Lots, with entry on the public road in common with adjacent Block 1, Lot 5, a structure connecting the two townhouse buildings as Local Association shall desire in its discretion, the balance as lawn and landscaping.

6.1.6. Condominium and Retail Hub. The hub of four condominium Lots and two retail Lots, Block 1, Lots 1-5 and Block 2, Lot 29, shall initially be a single Local Association. Upon subdivision into residential and commercial condominium space, the said Lots may continue as a single Local Association or create additional Local Associations, to be provided by Supplemental Declaration.

6.2 Management, Powers and Duties. Each Local Association shall be managed in the same manner specified in the Applicable Supplemental Declaration or other instrument and/or in the Articles and By-Laws of the Association, shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions including levying Assessments, adopting rules and regulations, granting easements and licenses, managing property and water rights, paying expenses, taxes, assessments, utility charges, insurance premiums and preparing budgets and financial statements as are provided for herein for the Master Association except as modified herein or by a Supplemental Declaration. The Board members, officers, managers and Grantor also shall be free of personal liability as to the Local Association in the same manner as described herein with respect to the Master Association.

6.3. Members of Local Associations. Where a Local Association is created, the Members thereof shall be all the Owners of Building Lots, including Grantor while it remains an Owner, in the respective Neighborhood Areas designated in the Supplemental Declarations. Memberships may be transferred only as specified in Section 5.2 for the Master Association.

6.4 Voting in Local Associations. Each Local Association shall have two (2) classes of voting memberships as described below. The number of votes each Member may cast on a single vote will be determined according to the number of Property Units existing on that portion of the Property the Member owns, in the same manner and amounts as votes are allocated to Delegates in Section 5.3. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Property Units on the Building Lot.

6.4.1 Class A Member. Class A Members shall be all Owners, except Grantor, owning portions of the Neighborhood Area covered by the Local Association. The Grantor shall become a Class A member when the Class B membership ceases, as described in paragraph 6.4.2, with Grantor remaining an Owner. Each Class A Member shall have one (1) vote for each Property Unit he owns in that Neighborhood Area.

6.4.2 Class B Member. The Class B Member shall be the Grantor. The Class B Member is entitled to five (5) votes for each Property Unit which Grantor owns in that Neighborhood Area. The Class B membership in such Local Association shall cease when the total cumulative votes exercisable in the Class A membership for that Neighborhood Area equal or exceed the total votes exercisable in the Class B membership, provided that th Class B membership shall not cease before the expiration of five (5) years from the date the first Building Lot in the Neighborhood Area covered by the Local Association is sold to an Owner.

In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that he was acting with authority and consent of all other Owners of the Property Unit from which the vote derived. The right to vote may not be severed from the ownership of the Building Lot, but an Owner may grant a revocable proxy or assign his right to vote, to a lessee or contract buyer, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any separate assignment of the right to vote to a lessee or beneficiary as provided herein.

6.5 Annual Meetings of Local Association. There shall be an annual meeting of the Members of each Local Association at least ten (10) days but no more than sixty (60) days before every annual meeting of the Master Association. Such meeting shall be held on the Neighborhood Area which the Local Association covers, or at such other convenient location in or near the Property as may be designated in the notice of such meeting. Written notice of the time, place and purpose of each annual meeting shall be sent to each Member of the Local Association no fewer than ten (10) days and no more than thirty (30) days before the meeting as provided in the Local Associations By-Laws or Articles.

6.6 Special Meeting. A special meeting of the Local Association Members may be called by a majority of the Board at any reasonable time and place by written notice delivered to all other Members not less than ten (10) nor more than thirty (30) days before the date fixed for such special meeting, specifying the date, time and place thereof and the nature of the business to be conducted. Such notice shall be delivered in the manner specified in the Local Association's Articles and/or By-Laws.

6.7 Election of Class A Delegates. At the first meeting of the Members in a Local Association and at each subsequent annual meeting, the Members shall elect the Class A Delegate

to represent them by a majority of all votes cast. Such Class A Delegate shall continue to be a Class A Delegate for one (1) year or until his successor is elected, whichever is later, unless such Class A Delegate is removed by a vote or written consent of members representing a majority of the votes in such Local Association.

6.8 Delegate Voting. Each Delegate of a Local Association shall be a Class A Delegate and shall be entitled to vote as provided in Section 5.3 and shall cast the votes which he represents in such manner as he may, in his sole discretion, deem appropriate unless he is directed by vote of the Local Association to cast the votes in a particular manner. When a Class A Delegate is voting in his own discretion without instruction from the Members he represents, then such Delegate shall cast all of the votes which he represents as a unit and may not apportion some in favor of a given proposal and some in opposition.

6.9 Quorum and Officers of Meetings. The presence at any regular or special meeting, in person or by written proxy, of the Members entitled to vote at least thirty percent (30%) of the total votes within such Local Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Owners or Members present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called. At such second meeting a quorum shall constitute the number of members specified in the Local Association's Articles and By-Laws. The Members present at each meeting shall select a chairman to preside over the meeting and a secretary to transcribe minutes of the meeting.

6.10 Powers and Duties. Each such Local Association shall be managed by a Board of Directors and officers in the same manner as specified in Section 5.4 for the Waterfront District Association, shall have the same powers and duties with respect to its Members or the property owned, managed or maintained by it, including levying, assessments, adopting rules and regulations, granting easements, licenses and rights-of-way, payment of expenses, taxes, assessments, utility charges, insurance premiums and the preparation and distribution of budgets and financial statements as are provided in Section 5.5 for the Waterfront District Association. Each such Local Association may certify to the Waterfront District Association the amount of such assessments and charges for collection. The Board member, committee, offices, managers and Declarant shall also be free of personal liability as to the Local Association in the same manner as described in Section 5.6 for the Waterfront District Association.

ARTICLE VII

RIGHTS TO COMMON AREA

7.1 Use of Waterfront District Common Area. Every Owner shall have a right and easement to use each parcel of the Waterfront District Common Area, and to the extent permitted

by the appropriate Supplemental Declaration or other instrument, each parcel of Local Common Area, which rights and easements shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

7.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and By-Laws and agreed to by the Members. No dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by Delegates representing eighty percent (80%) of each class of Members has been duly executed and filed of record with the Ada County Recorder of Deeds.

7.2 Designation of Common Area. Grantor shall designate and reserve or convey Waterfront District Common Area, and Local Common Areas in the Master Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective By-Laws and rules and regulations of the Master Association or any Local Association, as the case may be, his right of enjoyment to the Local Common Area, or the Waterfront District Common Area, to the members of his family, his tenants or contract purchasers who reside on such Owner's Building Lot, and accompanied guests of the foregoing.

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

ARTICLE VIII

ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Waterfront District, each Owner hereby covenants and agrees to pay when due all Assessments or charges made by the Master Association and/or a Local Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or any Supplemental Declaration or other applicable instrument.

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

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

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

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

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis by making advance estimates of the expected Expenses for the coming year. The Board can require, in its discretion or as provided in the Articles or By-Laws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Board shall compute the amount of Regular Assessments owed beginning the first day of the month in which the closing of the first sale of a Building Lot occurred in Waterfront District for the purpose of a Master Association's Regular Assessment and in the applicable Neighborhood Area for the purposes of a Local Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the

Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

8.2.3 Amounts Paid by Owners. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed as follows:

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

8.2.3.2 As to any Local Association, each Owner who is also a Member of such Association, including Grantor while it is such an Owner, shall be assessed and shall pay an amount computed by multiplying such Association's total advance estimate of Expenses by the fraction produced by dividing the number of Property Units in the applicable Neighborhood Area attributable to such Owner by the total number of Property Units in such Neighborhood Area.

8.3 Special Assessments.

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

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

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or his Building Lot into compliance with the provisions of the governing instruments for Waterfront District.

8.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Property Unit for all Members of the Association obligated to pay such Assessments.

8.6 Assessment Period. Unless otherwise provided in the By-Laws of the Local Association, or the applicable Supplemental Declaration, the Assessment period shall be the calendar year. For the year in which the Initiation Date occurs, the first Assessment shall be pro-rated according to the number of months remaining in the calendar year and shall be payable in equal monthly installments.

8.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board of the Association making the Assessment. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association making the Assessment may bring an action against the delinquent Owner and may foreclose the lien against his Building Lot as more fully provided herein. Each Owner is personally liable for Assessments and no Owner may exempt himself from such liability by a waiver of the use or enjoyment of any of the Common Areas, or by lease or abandonment of his Building Lot.

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

8.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the By-Laws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, or for the purpose of instructing a Delegate as to his vote shall be sent to all Members of such Association not less than thirty (30) days nor more than sixty (60) days before the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of such Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the

quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE IX

ENFORCEMENT OF ASSESSMENTS; LIENS

9.1 Right to Enforce. Both the Master Association and each Local Association has the right to collect and enforce its Assessments pursuant to the provisions hereof or the provisions of any applicable Supplemental Declaration. Each Owner of a Building Lot upon becoming an Owner of such Building Lot shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration or any applicable Supplemental Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board of an Association or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or such Board may exercise the power of foreclosure and sale pursuant to Section 9.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

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

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the Office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot against which the same have been assessed, and the name of the record owner thereof. Each delinquency shall constitute a

separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

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

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

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 9.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Master Declaration.

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

ARTICLE X

INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

10.1 Member's Rights of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of an Association shall be made available for inspection and copying by any Member of the Association or by his duly appointed representatives, at any reasonable time and for a purpose reasonably related to his interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe.

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

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

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

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

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

ARTICLE XI

ARCHITECTURAL COMMITTEE

11.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Waterfront District's Architectural Committee ("Committee"). The Committee thereafter shall consist of three (3) members. Each member shall hold office until such time as he has resigned or has been removed, or his successor has been appointed, as provided herein. Members of the Committee may be removed by the person or entity appointing them at any time without cause.

11.2 Grantor's Right of Appointment. At any time prior to five (5) years after the date of this Master Declaration that Grantor is the Owner of at least ten percent (10%) of the aggregate Building Lots or one (1) of the Neighborhood Areas, Grantor shall have the exclusive right to appoint and remove all members of the Committee. At all other times, the Master Association Board shall have the right to appoint and remove all members of the Committee. If a vacancy on the Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Master Association, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

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

11.3.1 Conditions on Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, or upon all three, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

11.3.2 Committee Rules and Fees. The Committee also may issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed Two Hundred Fifty Dollars ($250.00) per Property Unit, and shall be reasonably reduced in the case of townhouses with repeated designs, or in the case of the condominiums. Such fees shall be used to defray the costs and expenses of the Committee or for such other purposes as established by the Board.

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

11.3.4 Committee Decisions. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Committee. If the Committee shall fail to act within such twenty (20) day period, the Applicant may request appropriate action by the Board, and the Board may then, at its discretion, act upon the application in lieu of action by the Committee.

11.4 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 11.9. In the absence of such designation, the vote of any two (2) member of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

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

11.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, provided that a member or a Committee representative who is an architect may be paid a fee approved by the Board of the Master Association.

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

11.7.1 Upon the completion of any work for which approved plans are required under this article, the Owner shall give written notice of completion to the Committee.

11.7.2 Within thirty (30) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

11.7.3 If upon the expiration of thirty (30) days from the date of such notification or any longer time the Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Master Association Board in writing of such failure. Upon notice and hearing, as provided in the By-Laws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Master Association, upon demand, for

all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Master Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

11.7.4 If for any reason the Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

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

11.9 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Ada County. The recorded form shall be duly executed by appropriate officers of the Master Association to be effective as an amendment to this Declaration or any Supplemental Declaration. If such variances are granted, no violation of the Restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to rights of Garden City under this Declaration or zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

11.10 Local Architectural Committee. The Grantor may, at its option, create a three member Local Architectural Committee for the property contained in any Neighborhood Area designated by a Supplemental Declaration. Upon its formation, all proposals, plans and specifications for Improvements within the Neighborhood Area requiring approval of the Architectural Committee

described above must also be submitted to the Local Architectural Committee for its approval. Each provision of this Article shall apply to the Local Architectural Committee as if it were the Architectural Committee and to the Local Association as if it were the Master Association, except to the extent that such interpretation would be in conflict with the provisions of this Article.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTIES

12.1 By Grantor. Grantor intends to develop the Property shown in the Waterfront District Plat and may develop other adjacent properties, and may deem it desirable to annex some or all of such adjacent properties to the property covered by this Master Declaration. Annexed Tracts may be annexed to the Property and brought within the provisions of this Master Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association. The use and development of such Annexed Tracts shall conform to zoning limitations.

12.2 By Master Association. In addition to the provisions concerning annexation by Grantor specified in Section 12.1 above, Annexed Tracts may be created, subject to the same conditions, by the Master Association upon the approval by Delegates of at least eighty percent (80%) of the votes of the Master Association.

12.3 Rights and Obligations of Owners of Annexed Tracts. Subject to the provisions of Section 12.2, upon the recording of a Supplemental Declaration as to any Annexed Tract all provisions contained in this Master Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as specifically provided in such Supplemental Declaration, such Annexed Tract shall be treated for all purposes as a Neighborhood Area as defined above. The Owners of the lots located in the Annexed Tracts shall become members of the Master Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas of any Annexed Tract which are to be owned and managed by the Master Association, shall be free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts.

12.4 Method of Annexation. The addition of an Annexed Tract to the Property authorized under Sections 12.1 and 12.2 shall be made by filing of record a Supplementary Declaration of Annexation including Covenants, Conditions and Restrictions, or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner thereof and which shall annex such property to the Property. Thereupon each Annexed Tract shall be a part of the Property, shall be subject to this Master Declaration and encompassed within the general plan and scheme of Restrictions contained herein as modified by such Supplemental Declaration, and shall

be subject to the functions, powers and jurisdiction of the Master Association, any Local Association and Recreational Association established for the area encompassing such Annexed Tract. Such Supplemental Declaration of Annexation of or other appropriate document may contain such additions, modifications or deletions of any Restrictions contained in this Master Declaration as may be deemed by Grantor or the owner thereof desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. However, in no event shall such Supplemental Declaration of Annexation revoke, modify or add to the Restrictions established by this Master Declaration as they pertain to the Property as of first filing of this Declaration, and the Owners. If any Annexed Tract is created, the Master Association, or the Local Association shall have the authority to levy assessments against the Owners located within such Tract, and the Master Association shall have the duty to maintain additional Waterfront District Common Area located within the Annexed Tract if so specified in any Supplemental Declaration. No annexation of property shall substantially increase Assessments payable by Owners.

12.5 Deannexation. Grantor may delete all or a portion of the Property described on Exhibit A, including previously Annexed Tracts, from the Property and from coverage of this Master Declaration and the jurisdiction of any Association, so long as Grantor is the Owner of all such Tracts and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Ada County Recorder in the same manner as a Supplemental Declaration of Annexation. Members other than Grantor as described above, shall not be entitled to de-annex all or any portion of a Tract except on the favorable vote of eighty percent (80%) of all members of the Master Association, which 80% super-majority shall be applicable separately to those Owners residing in the portion proposed to be de-annexed, and those not.

ARTICLE XIII

EASEMENTS

13.1 Easements of Encroachments. There shall be reciprocal appurtenant easements of encroachments as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the good faith mistaken placement or settling or shifting of the improvements constructed, reconstructed or altered thereon in accordance with the terms of this Master Declaration. Easements of encroachment shall be valid so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of said Owner or Owners. In the event a structure on any Building Lot is particularly or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

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

13.3 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Master Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property and/or a Neighborhood Area, as appropriate, to utility companies and public agencies as necessary or expedient for the Proper development of the Property until close of escrow for the sale of the last Building Lot in the Property from Grantor to a third party purchaser. NOTE: The utility easement declared in Note 8 of the Easement Notes on Sheet 1 of the Plat shall not be opened, accepted or used in any area conflicting with a building area within the setback lines shown on the Plan for Final PUD, Exhibit C, except where otherwise explicitly set forth on the Plat.

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

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

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

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

A. The easement may be used by the Owners, in common, to gain access by motor vehicle, on foot, bicycle and other reasonable means, from the street, alley or way serving the Building Lot to the garage of the Building Lot (and any reasonable point of access in the case of foot and other non-motorized vehicle access).

B. The cost of maintaining, repairing and replacing the driveway surface improvements shall be born equally by the Owners.

C. The surface shall be maintained in accordance with any specification or detail shown on the Plat. If no specification or detail is applicable, the surface shall be asphalt, concrete, or other hard surface. Once installed, the same surface shall be maintained, repaired and replaced except upon majority agreement to substitute some other surface, and without majority agreement shall remain the same.

D. Decisions regarding maintenance, repair and replacement shall be by majority vote, in conformity with such standards provided herein or adopted by the Board.

E. The speed limit in driveways shall be five (5) miles per hour. Conditions may require a lesser speed. Motor vehicles yield to pedestrians and non-motorized vehicles.

F. Each Owner, for himself, his guests and invitees, shall have a duty to the co-Owners of the easement to use the common driveway with all due care, and to minimize risks of injury or damage to the driveway surface and to other persons, vehicles and property lawfully present in the common driveway easement.

G. The common driveway easement area shall not be obstructed in any manner by the parking or placement or storage of vehicles, plantings, or personal property of any kind.

In addition to the implied easements stated above, common driveway easements shall exist, and are hereby declared, granted and conveyed, in favor of the following lots and the affected lots shall be under and subject to the same:

13.5.1 Single family lots, Block 1, Lots 16 and 17, Lots 18 and 19, Lots 38 and 39 located as shown on the Plat.

13.5.2 Single family lots, Block 1, Lots 32, 33 and 34 located as shown on the Plat (same location and extent as Garden City Sanitary Sewer Easement).

13.5.3 Single family lots, Block 1, Lot 40, in common with the common area Block 1, Lot 41, of the live/work townhouses. The Owner of Lot 40 shall be assessed an amount equal to one third (1/3) that assessed against each live/work townhouse Building Lot for replacement of the alley on Lot 41, but not for ordinary maintenance and repair.

13.5.4 Live/work townhouses. Block 1, Lots 42, 43 and 44, shall have a right in common with the relevant single family lots to use the common private road from the intersection of the live/work alley to the public road. The Owners of each of Lots 42, 43 and 44 shall be assessed an amount equal to one third (1/3) that assessed against each single family Building Lot for maintenance, repair, and replacement of the private road, Block 1, Lot 36.

13.5.5 Live/work townhouses, Block 1, Lots 45-64 shall take regular access, and Lots 42-44 may take regular access, to and from the public road by way of the alley and lane on Lot 41 between Lots 59 and 60. The said Lots shall have a limited right to take access by way of the single family lot private road, Block 1, Lot 36, when reasonably necessary for intermittent occasional use by larger vehicles serving their lots, such as moving vans and trash collection trucks. No assessment shall be payable for such use. Provided, if damage is done to the private road, the cost of repair shall be paid by the party responsible or, if not so paid, shall be collectible as a special assessment through the Master Association.

13.5.6 Westerly townhouses, Block 3, Lots 1-7, 9-15, 17-23, 25-29 and 30 shall have a common driveway easement over the private roads and Pathway on Lots 8 and 24 and all such Lots shall take access to their garages (in the case of Lot 30, retail parking area) over such private roads and not from Adams or 36th Street. Provided, commercial guests and invitees to Lot 30 shall take access only by way of that part of the private street abutting Lot 30.

13.5.7 Interior townhouses and abutting single family lots, Block 2, Lots 1-14 and 16-27 shall have a common driveway easement over the alley, and all such lots shall take access to their garages over this alley and not from a street, such common easement to extend over the private street, Lot 28, to the public street.

13.5.8 Waterfront townhouses and condominium, Block 1, Lots 5 and 6, shall have a common driveway easement for access to the public road. Capital costs shall be shared equally in proportion to the total number of Building Lots and Property Units making use of the easement, being the seven on Lot 6 plus the number of condominium Property Units created on Lot 5. Maintenance and repair costs shall be paid by the condominium Property Units.

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

13.7 Well and Irrigation Easement. The Master Association shall own the well and water rights on Block 3, Lot 16, and shall have an easement as reasonably necessary to construct, maintain, use, repair and replace the well and all pumps, controls and equipment, a pump house, and distribution pipes for irrigation throughout the Property.

13.8 Walking Circuit Easement. Every Owner, for himself, his resident family, and his accompanied guests, in order to allow pleasant circuits of walks throughout the Waterfront District, and to encourage a sense of community, shall have an easement to make pedestrian use of private

roads, alleys and pathways of the respective Local Associations, consisting of the following: single family cul-de-sac, Block 1, Lot 36; Master Association pathway, Block 1, Lot 31; Live/work townhouse alley on Block 1, Lot 41; Interior townhouse alley in Block 2 as shown on Plat and Block 2, Lot 28 private street; Block 2, Lot 27 pathway; Block 3, Lots 8 and 24 private roads and Pathway and sidewalks established through Block 3, Lot 16; easement over Block 1, Lots 3 and 4, 24 feet wide, centered on the common property line. Such use shall be from dawn to dusk, shall be quiet and respectful of adjacent residences, and shall be subject to reasonable rules and regulations of the Master Association Board.

13.9 Common Area Open Space and Recreation Area. Every Owner, for himself, his resident family, and his accompanied guests, shall have an easement for the recreational use of the Common Area open space and recreation lot, Block 1, Lots 14, 31 and 35 and Block 2, Lot 15, subject to the provisions of this Declaration, the Conservation Easement and Recreation Easement, and reasonable regulations as established by the Board.

13.10 Building intrusions. Easements shall exist, and are hereby declared, granted and conveyed, over the respective Local Common Areas of the following townhouse Neighborhood Areas, for the dimensions listed, in order to provide architectural interest and function for porches, steps, stoops, decks, balconies, chimneys, bay windows and other small projections of living space, gables, trellises, cornices and eaves.

Easement granted to Lot	Lot subject to easement	Dimension
Block 1, Lots 44, 45, 49, 50, 54, 55, 59, 60, 64	Block 1, Lot 41	1.5 feet from end property line (end wall)
Block 1, Lot 42	Block 1, Lot 41	6.0 feet from end property line (end wall)
Block 1, Lots 7-13	Block 1, Lot 6	6.0 feet from all property lines (perimeter walls) except towards Greenbelt and except towards HOA Recreation Lot Block 1, Lot 14

13.11 Use easements. In order to maximize useable yard space and increase privacy, a system of use easement areas may be established in the Single Family Lots. Use easements may be utilized to consolidate strips of narrow sideyard with adjoining yards into a single functional area. Any use easement shall be described and located by an appropriate Supplemental Declaration or other document filed of record. In the absence of provisions to the contrary in a particular use easement, the following shall be applicable:

A. Use easements may be used as extensions of garden, quiet play and landscape areas.
B. Use easements may be planted with shrubs, grass, and garden plants, but not with large trees.

C. Use easements shall not be improved with buildings or structures.
D. Nothing in a use easement shall lean, hang or grow against the house on the servient Lot.
E. No fence or other obstruction shall prevent painting or other maintenance of the house on the servient Lot.
F. Parking, storage, trash and composting shall be prohibited in use easements.
G. The Owner of the servient Lot shall be indemnified against any suit, claim or cause of action associated with the use easement.

ARTICLE XIV

MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least eighty percent (80%) of the voting power of the Master Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Master Association as provided hereunder shall not be dissolved without the prior written approval of the City of Garden City, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city requirements, and provided the third party rights of Garden City under this Declaration shall not be substantively altered or diminished.

14.2 Amendment.

14.2.1 By Grantor. Until the close of escrow for the sale of the first Building Lot in the Property, the provisions of this Declaration may be amended or terminated by Grantor by recordation of written instrument setting forth such amendment or termination. Any amendment affecting only Annexed Tracts may be made by Grantor by Supplemental Declaration at any time up to the close of escrow for the sale of the first Building Lot in such Annexed Tract. For the purposes of this Declaration, the close of escrow shall be deemed to be the date on which a deed granting a Building Lot is recorded in the Office of the Ada County Recorder.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Maser Declaration, the provisions of this Master Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Master Association certifying that such amendment has been approved by the vote or written consent of Owners representing more than eighty percent (80%) of the votes in the Master Association, and such amendment shall be effective upon its recordation

with the Ada County Recorder. Any amendment to this Article shall require the vote or written consent of all of the Members holding all of the voting power of the Master Association.

14.3 Mortgage Protection. Notwithstanding any other provision of this Master Declaration, no amendment of this Master Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Master Declaration, as amended. Notwithstanding any and all provisions of this Master Declaration to the contrary, in order to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA") to participate in the financing of the sale of Building Lots within the properties, the following provisions are added hereto (and to the extent these added provisions, pertaining to the rights of Mortgagees, FHLMC, FNMA, or GNMA, conflict with any other provisions of this Master Declaration these added restrictions shall control:

14.3.1 Each first Mortgage of a mortgage encumbering any Building Lot, upon filing a written request for notification with the Board, is entitled to written notification from an Association of any default by the mortgagor of such Building Lot in the performance of such mortgagor's obligations under the Master Declaration or a Supplemental Declaration, or the Association's Articles or By-Laws (collectively, the "Project Documents"), which default is not cured within thirty (30) days after the Association learns of such default.

14.3.2 Every Owner, including every first Mortgagee of a mortgage encumbering any Building Lot, which obtains title to such Building Lot pursuant to the remedies provided in such Mortgage, or pursuant to foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, shall be exempt from any "right of first refusal."

14.3.3 Each holder of a first mortgage lien on a Building Lot who comes into possession of the Building Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take title to such Building Lot free of any claims for unpaid assessments and charges against the Building Lot, which accrue prior to the time such holder comes into possession of the Building Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Building Lots including the mortgaged Building Lot.

14.3.4 Unless all of the first Mortgagees have given their prior written approval, neither the Association nor the Owners shall:

14.3.4.1 by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or the Improvements thereon which are owned directly or indirectly by the Association; provided, that the

granting of Easements for public utilities or for other public purposes consistent with the intended use of such property by the Association, or the transfer of the Common Area or Improvements to an unincorporated association of the Owners in accordance with the Articles of the Association, shall not be deemed a transfer within the meaning of this clause; or

14.3.4.2 change the ratio of assessments or method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner, or the method of allocating distributions or hazard insurance proceeds or condemnation awards.

14.3.5 Except by at least eighty percent (80%) majority vote of the first Mortgagees (based upon one vote for each mortgage owned), neither the Association nor the Owners shall:

14.3.5.1 by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the dwelling units on the Building Lots, the exterior maintenance of the dwelling units on the Building Lots or the upkeep of the lawns and plantings on the Building Lots;

14.3.5.2 fail to maintain Fire and Extended Coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

14.3.5.3 use hazard insurance proceeds for losses to any Common Area Improvements for other than the repair, replacement or reconstruction of such Improvements;

14.3.5.4 abandon or terminate the covenants, conditions, and restrictions of this Master Declaration or any Supplement to this Declaration;

14.3.5.5 make any material amendment to this Declaration or any Supplement to this Master Declaration or to any Articles or By-Laws of any Association created pursuant to this Master Declaration; or

14.3.5.6 terminate professional management of any portion of the Property and assume self-management thereof.

14.3.6 First Mortgagees, upon written request, shall have the right to (1) examine the books and records of an Association during normal business hours, (2) require from an Association the submission of audited annual financial reports and other financial data, (3) receive

written notice of all meetings of the Owners, and (4) designate in writing a representative to attend all such meetings.

14.3.7 All first Mortgagees who have provided a mailing address or other reasonable means of contact to the Association shall be given immediate written notice as soon as the Board receives notice or otherwise learns of any damage to the Common Area or any Building Lot whenever the cost of reconstruction exceeds Ten Thousand Dollars ($10,000), and as soon as the Board received notices or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition, with respect to any portion of the Property.

14.3.8 First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance polices for such property, and first Mortgagees making such payments shall be owed immediate reimbursement from the Association.

14.3.9 The Board shall contract for professional management of the Property with a bonded professional manager. The agreement between the Association and its agent for such professional management shall provide that the management contract may be terminated for cause on not more than thirty (30) days' written notice, and the term of any such contract shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

14.3.10 The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person or entity handling funds of the Association, including but not limited to, employees of the professional manager.

14.3.11 Any agreement for the leasing or rental of a Building Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Master Declaration and all applicable Articles and By-Laws. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of this Master Declaration, the Articles or By-Laws shall be a default under the agreement. Any residential lease shall be permissible only as an exemption in writing from the provisions hereof relating to Owner Occupancy.

14.3.12 All taxes on the Common Areas must be assessable against those Common Areas only and the Master Association or Local Association owning such Common Areas are solely responsible for payment of such taxes.

14.3.13 Any provision in this Master Declaration which requires Owners to indemnify the Association, other Owners or the Board, against acts of the indemnitor is subject to the exception that if the liability, damage or injury is covered by any type of insurance, the indemnitor is relieved of liability to the extent of insurance coverage.

14.3.14 Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a Mortgagee or Owner of a Building Lot within the project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

14.3.15 In addition to the foregoing, the Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the FHLMC, the FNMA or the GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first Mortgage encumbering Building Lots with dwelling units thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of Building Lots, if such agencies approve the Property or any portion thereof as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any mortgage encumbering a Building Lot.

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

14.5 Enforcement and Non-Waiver.

14.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof. Enforcement shall initially be through the Board, on its own initiative or upon request of an Owner.

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

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

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

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

14.5.6 Enforcement by Garden City. The City of Garden City ("City") has approved the Waterfront District subdivision as a Planned Unit Development, based in part upon certain conditions and representations to continue in effect and be enforceable by Garden City. The City shall be a third party beneficiary of the provisions of this Declaration as set forth herein. (The Owners acknowledge and agree that the rights of enforcement and otherwise as third party beneficiary may be enforced by the City at its sole discretion, and the City is under no obligation to do so. The purpose of such rights being granted to the City is to allow convenient enforcement and administration of the conditions of the PUD, and imposes no duty on the City. Without limitation, the City is under no obligation to become involved in any dispute or any management of the Association.) The City shall have the right, at reasonable times upon reasonable notice where entering private property other than exterior common areas, to inspect any or all of the physical elements of the Property related to its third party rights. The following covenants, conditions and restrictions set forth below and elsewhere in this Declaration related to the same or related subject matter (including but not limited to the PUD, land use, lot dimensional standards, and architectural design review) shall be for the benefit of the City, its successors and assigns, and shall be enforceable by it:

A. Common Areas shall not be separately sold or transferred, but shall only be sold or transferred as an undivided interest with a Building Lot or Property Unit.
B. The Lots and Property Units shall only be used for the purposes permitted herein.
C. The improvements of Lots shall not exceed the dimensions provided herein.
D. The Common Area along the Boise River shall be preserved as open space and used only for limited recreation and otherwise as set forth in the Conservation Easement and Recreation Easement granted in connection with the creation of the Waterfront District.
E. The costs of maintenance and repair of private roads and alleys, and all costs associated therewith, shall be the responsibility of the Owners and Association only, and the Owners recognize the City is under no obligation at any time to maintain or accept dedication of any private road or alley as a public road. The City has the right to require the private roads and alleys be maintained according to the plans and specifications shown as part of the final Plat.

F. In addition to other remedies provided herein, and in addition to its duly enacted codes and statutory powers, the City shall have the right to maintain an action at law or in equity, including an injunction action, to enforce the covenants, conditions and restrictions provided for the benefit of the City.

14.6 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate their 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.

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

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph 14.6.1, 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.

14.6.3 Singular Includes Plural. 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 including the masculine, feminine and neuter.

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

14.7 Successors and Assigns. All references herein to Grantor, Owners, any Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

IN WITNESS WHEREOF, Grantor Waterfront District LLC has hereunto set its hand and seal this 4th day of December, 2006.

WATERFRONT DISTRICT, LLC
an Idaho Limited Liability Company

By: James M. Neill

JAMES M. NEILL, Member

EAGLE SPRINGS INVESTMENTS, LLC, Member

By: David Elcox, Member

By: Peter Harris, Member

TWO INVESTMENTS, LLC, Member

By: J.D. Simplot, Its Managing Member

The City of Garden City hereby accepts this Declaration as third party beneficiary as set forth herein.

THE CITY OF GARDEN CITY

By: _____

Attest: _____

CITY OF GARDEN CITY IDAHO SEAL

State of Idaho)
) ss.
County of Ada)

On this 4th day of December, 2006, before me, the undersigned, a Notary Public in and for the said State, personally appeared James M. Neill, known or identified to me to be a member of Waterfront District, LLC , an Idaho limited liability company, that executed the foregoing instrument, 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.

SOEUN PARK NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Boise, Id
My commission expires: 3/18/09

State of Idaho)
) ss.
County of Ada)

On this 5th day of December, 2006, before me, the undersigned, a Notary Public in and for the said State, personally appeared J. D. Simplot, known or identified to me to be the managing member of Two Investments, LLC, which limited liability company has been known or identified to me to be a member of Waterfront District, LLC , an Idaho limited liability company, that executed the foregoing instrument, 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.

MARA FOLEY NOTARY PUBLIC STATE OF IDAHO

Mara Foley
Notary Public for Idaho
Residing at Ada County
My commission expires: Aug. 19, 2011

State of Idaho)
) ss.
County of Ada)

On this 7th day of December, 2006, before me, the undersigned, a Notary Public in and for the said State, personally appeared David Elcox, known or identified to me to be a managing member of Eagle Springs Investments, LLC, which limited liability company has been known or identified to me to be a member of Waterfront District, LLC , an Idaho limited liability company, that executed the foregoing instrument, 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.

SANDRA L. GEBHARD NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Boise ID
My commission expires: 7/21/10

State of Idaho)
) ss.
County of Ada)

On this 7th day of December, 2006, before me, the undersigned, a Notary Public in and for the said State, personally appeared Peter Harris, known or identified to me to be a managing member of Eagle Springs Investments, LLC, which limited liability company has been known or identified to me to be a member of Waterfront District, LLC , an Idaho limited liability company, that executed the foregoing instrument, 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.

SANDRA L. GEBHARD NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Boise, ID
My commission expires: 7/21/10

EXHIBIT "A"

Property Description

A parcel of land located in the Northeast quarter of Section 5, 3 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap marking the centerline intersection of East 38th Street and Adams Street (formerly Tom Davis Street) as shown on the Fairview Acres Subdivision No. 3, according to the official plat thereof filed in Book 11 of Plats at page 617, records of Ada County, , Idaho, and as shown on "Property Survey and Correlation Map for Davis Packing Co." DWG No. Cwb-701001-B, recorded in the Office of the Ada County Recorder Miscellaneous Records, Instrument No. 7508403;

Thence North 89 degrees 16' East 35.36 feet to the easterly corner of the intersection of East 38th Street and Adams Street;

Thence along the easterly boundary of Reed Street on the following courses and distances:

North 27 degrees 04' East 29.57 feet;

North 09 degrees 52' East 336.10 feet;

North 03 degrees 34' East 195.75 feet;

Thence North 50 degrees 59' East 224.05 feet along the southeasterly boundary of Fairview Acres Subdivision No. 7, according to the official plat thereof filed in Book 12 of Plats at page 686, records of Ada County, Idaho to an iron pin;

Thence South 42 degrees 36' East, 149.72 feet to a point;

Thence South 34 degrees 00' East, 90.39 feet to a point;

Thence South 52 degrees 36' East, 77.84 feet to a point;

Thence South 52 degrees 36' East, 250.00 feet to the **REAL POINT OF BEGINNING;**

Thence along the Southwesterly bank of the Boise River on the following courses and distances:

South 55 degrees 30' East, 401.00 feet;

South 42 degrees 30' East, 152.00 feet;

South 37 degrees 00' East, 125.00 feet;

South 27 degrees 30' East, 400.00 feet;

South 05 degrees 00' East, 200.00 feet;

South 04 degrees 30' West, 300.00 feet;

South 11 degrees 30' West, 290.00 feet;

South 10 degrees 00' East, 70.00 feet;

South 03 degrees 30' West, 100.00 feet;

South 10 degrees 59' 57" West 70.30 feet;

Thence North 32 degrees 00' West 63.00 feet, departing from the river bank to a point on the northeasterly boundary of Fairview Acres Subdivision No. 5, according to the official plat thereof filed in Book 11 of Plats at page 619, records of Ada County, Idaho;

Thence along the northerly and northeasterly boundary of Fairview Acres Subdivision No. 5 and No. 3 on the following courses and distances:

Continuing North 32 degrees 00' West 300.00 feet;

North 45 degrees 47' West 207.94 feet;

North 60 degrees 47' West 300.00 feet;

North 54 degrees 37' West 86.00 feet;

North 43 degrees 52' West 170.00 feet;

Thence North 44 degrees 16' East 634.60 feet;

Thence North 44 degrees 23' 30" West 394.65 feet;

Thence North 25 degrees 05' 45" West 224.70 feet;

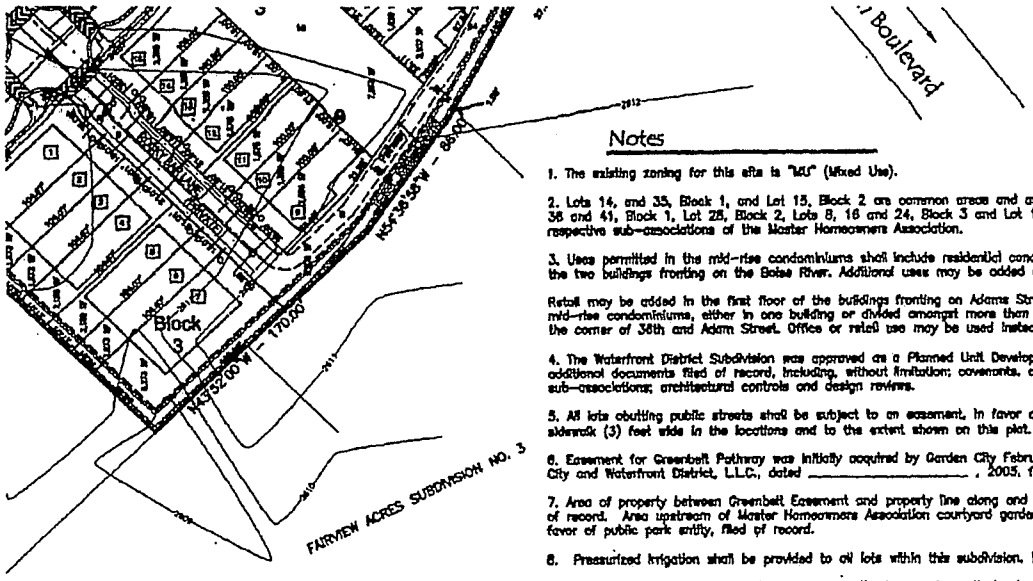
Thence North 44 degrees 41' 38" East 149.05 feet to the **REAL POINT OF BEGINNING.**

EXHIBIT "B"

Waterfront District Subdivision Plat, recorded at Book 96, page 12061, incorporated by reference

EXHIBIT "C"

Plan for Final PUD and Tentative Final Plat, incorporated by reference



Notes

1. The existing zoning for this site is "MU" (Mixed Use).

2. Lots 14, and 35, Block 1, and Lot 15, Block 2 are common areas and are to be owned and maintained by the Master Homeowners Association. Lots 8, 31, 36 and 41, Block 1, Lot 28, Block 2, Lots 8, 16 and 24, Block 3 and Lot 1, Block 4 are common areas and are to be owned and maintained by the respective sub-associations of the Master Homeowners Association.

3. Uses permitted in the mid-rise condominiums shall include residential condominiums, up to a total of 130 units in the four buildings, plus designated retail in the two buildings fronting on the Boise River. Additional uses may be added as an option, as follows:

Retail may be added in the first floor of the buildings fronting on Adams Street. Up to a total of 45,000 square feet of office use may be added to the mid-rise condominiums, either in one building or divided amongst more than one building. Office use may be added on the second floor of the retail store at the corner of 36th and Adams Street. Office or retail use may be used instead of townhouse residential in the four units fronting on 36th Street.

4. The Waterfront District Subdivision was approved as a Planned Unit Development ("PUD") by Garden City. Construction and use of Lots is governed by additional documents filed of record, including, without limitation; covenants, conditions and restrictions; master homeowners declaration; declarations of sub-associations; architectural controls and design reviews.

5. All lots abutting public streets shall be subject to an easement, in favor of the public entity owning or having jurisdiction over the public street, for a sidewalk (3) feet wide in the locations and to the extent shown on this plat.

6. Easement for Greenbelt Pathway was initially acquired by Garden City February 27, 1997, modified by further Greenbelt Easement Agreement between Garden City and Waterfront District, L.L.C., dated _____, 2005, filed of record.

7. Area of property between Greenbelt Easement and property line along and under Boise River is subject to Conservation Easement in favor of Garden City, filed of record. Area upstream of Master Homeowners Association courtyard garden, beach and river access is subject to recreation access and bridge easement in favor of public park entity, filed of record.

8. Pressurized irrigation shall be provided to all lots within this subdivision. Water shall be obtained from an existing well located on Lot 15, Block 3.

9. As part of PUD approval and design review, setbacks may in particular instances be more or less restrictive than shown on this plat. Consult documents of record for specific requirements. Some variations are set out in these notes, but this is not a complete list.

10. Boardwalk Court: On riverside Lots – Maintain a 15-foot setback to garages that are front loaded.

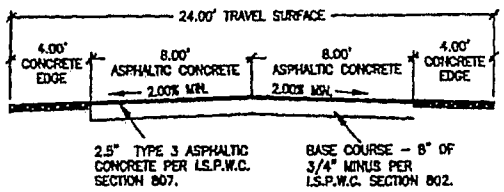
11. Lots 38 and 39, Block 1, must take access to garages from driveway easement on common property line, and not directly from street. Lot 40, Block 1 must take access to garage from alley over Lot 41, Block 1 and shall have an easement for such purpose. Lot 37, Block 1 must take access to garage from cul-de-sac turn around of street.

12. Parking shown is for example only. Parking configuration may be altered so long as fire / emergency access is maintained, with a minimum 20-foot wide unobstructed paved access way.

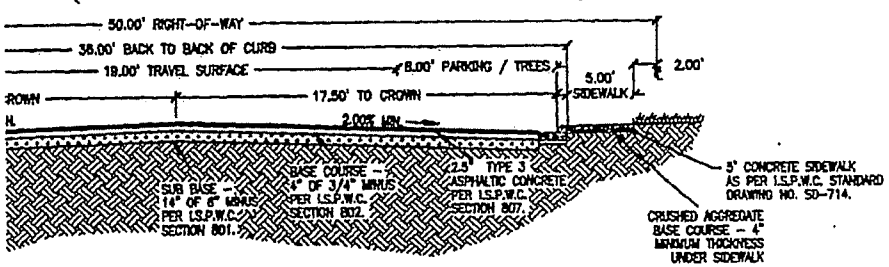
13. There is no floodplain area on the property as defined by Federal Emergency Management Agency (FEMA). See letter of May Revision based on fill, determination document (removal) (March 2, 2005).

14. In live work townhouses, office and limited retail uses shall be permitted in combination with residential uses. Refer to covenants, conditions, and restrictions and other applicable documents for specific requirements and restrictions.

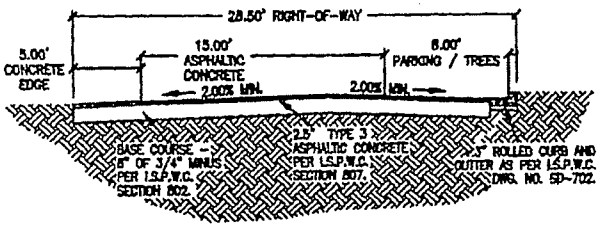
15. Existing utilities affect this site, Boise City sanitary sewer interceptor line is located under the greenbelt and is not affected by this plan. Existing Intermountain Gas and Idaho Power lines shall be relocated within public and private rights-of-way and with appropriate easements. Said lines shall be routed underground.



Rocky Bar Lane and West Boardwalk Lane (Private) Cross-section
(Fire Lanes)
Not To Scale



blic) Cross-section
Not To Scale



Boardwalk Court (Private) Cross-section
Not To Scale

Waterfront Dist

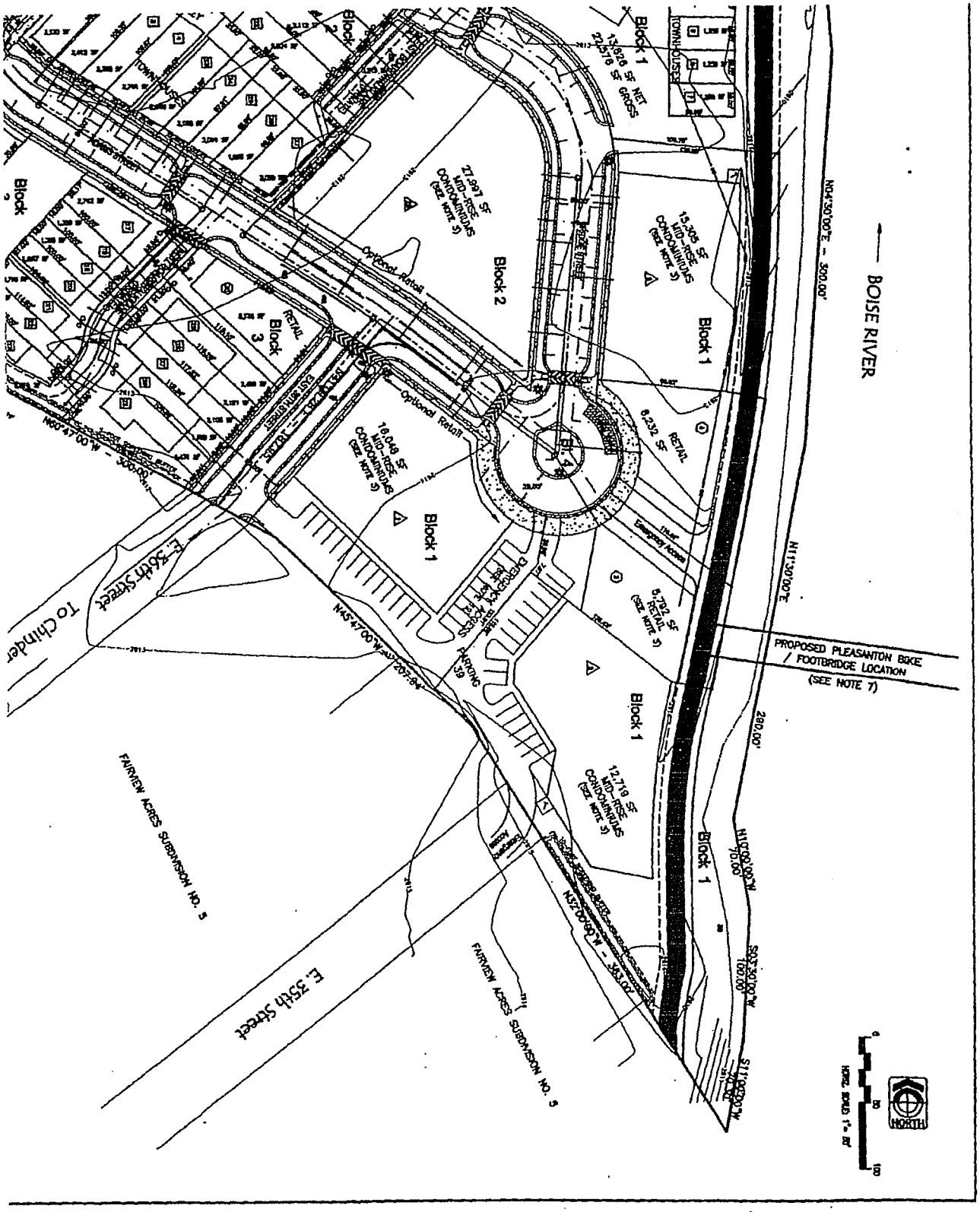
BEING A PARCEL OF LAND SITUATE IN THE NORTHEAST EAST, BOISE MERIDIAN, GARD

Plan for Final PUD and Tentative Final Plat (Exhibit C)

Date:	November 11, 2004
Horiz. Scale:	As Shown
Vert. Scale:	
Drawn By:	C.A. Aeb
Checked By:	J.D. Canning
Job No.:	CIA – 041111

Sheet No.:

1 of 1



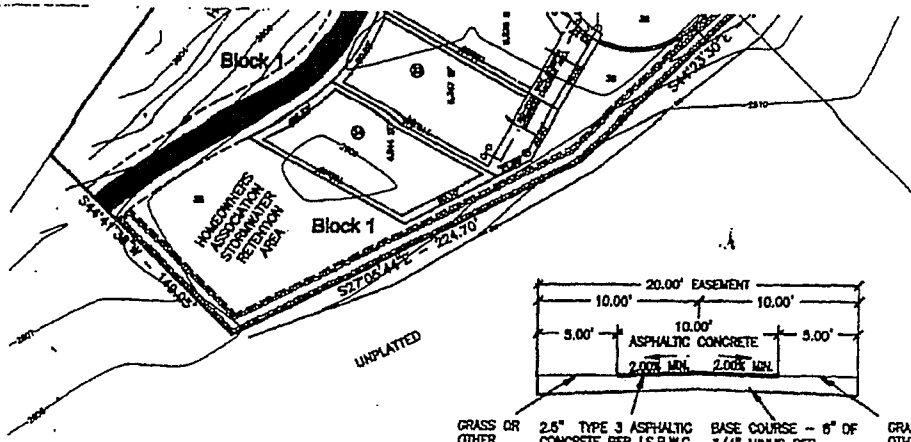
trict Subdivision

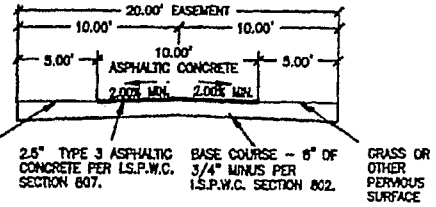
QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2
EN CITY, ADA COUNTY, IDAHO

B&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

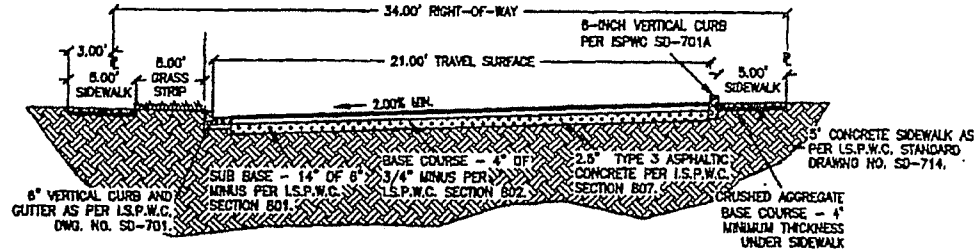
May 9, 2005





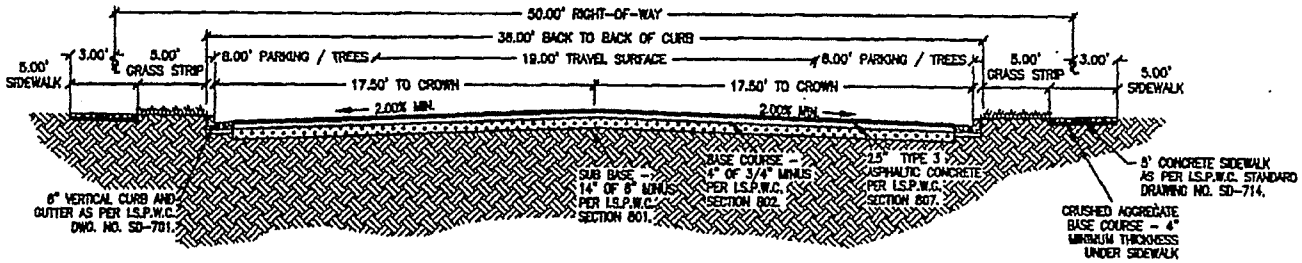
Common Drive and Alleys (Private) Cross-section

Not To Scale



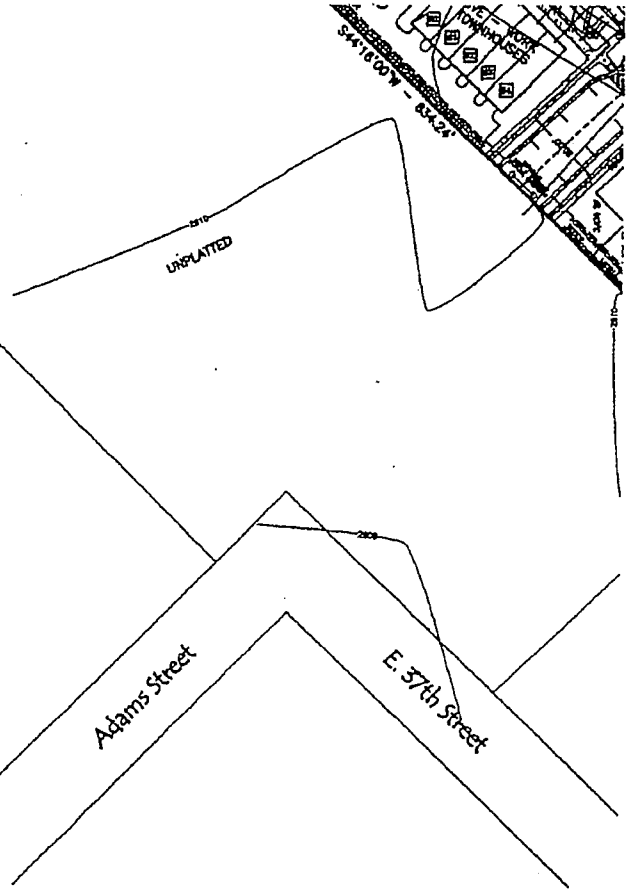
East Boardwalk Lane (Private) Cross-section

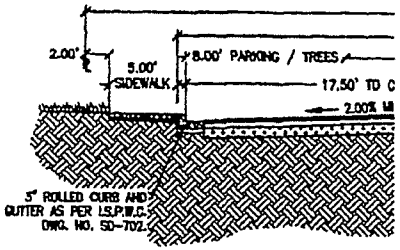
Not To Scale



Adams Street and Bridge Street Cross-section

Not To Scale





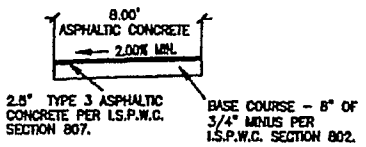
Boardwalk Court (Pu

Legend

- Lot Number / Single Family Lot (28 Total)
- Lot Number / Townhouse Lot (78 Total)
- Lot Number / Condominium Lot (4 Total)
- Lot Number / Retail Area (3 Total)
- Lot Number / Homeowners Association Area
- Surface Contour
- Hedgerow Screening Buffer – Width As Noted
- Easement Area – As Noted
- Sidewalk with A.D.A. Pedestrian Ramp
- Curb and Gutter
- Proposed Setback Line
- Right-Of-Way Centerline
- High Water Line
- Fire Hydrant with Storz LDH Fitting
- Proposed Streetlight Location

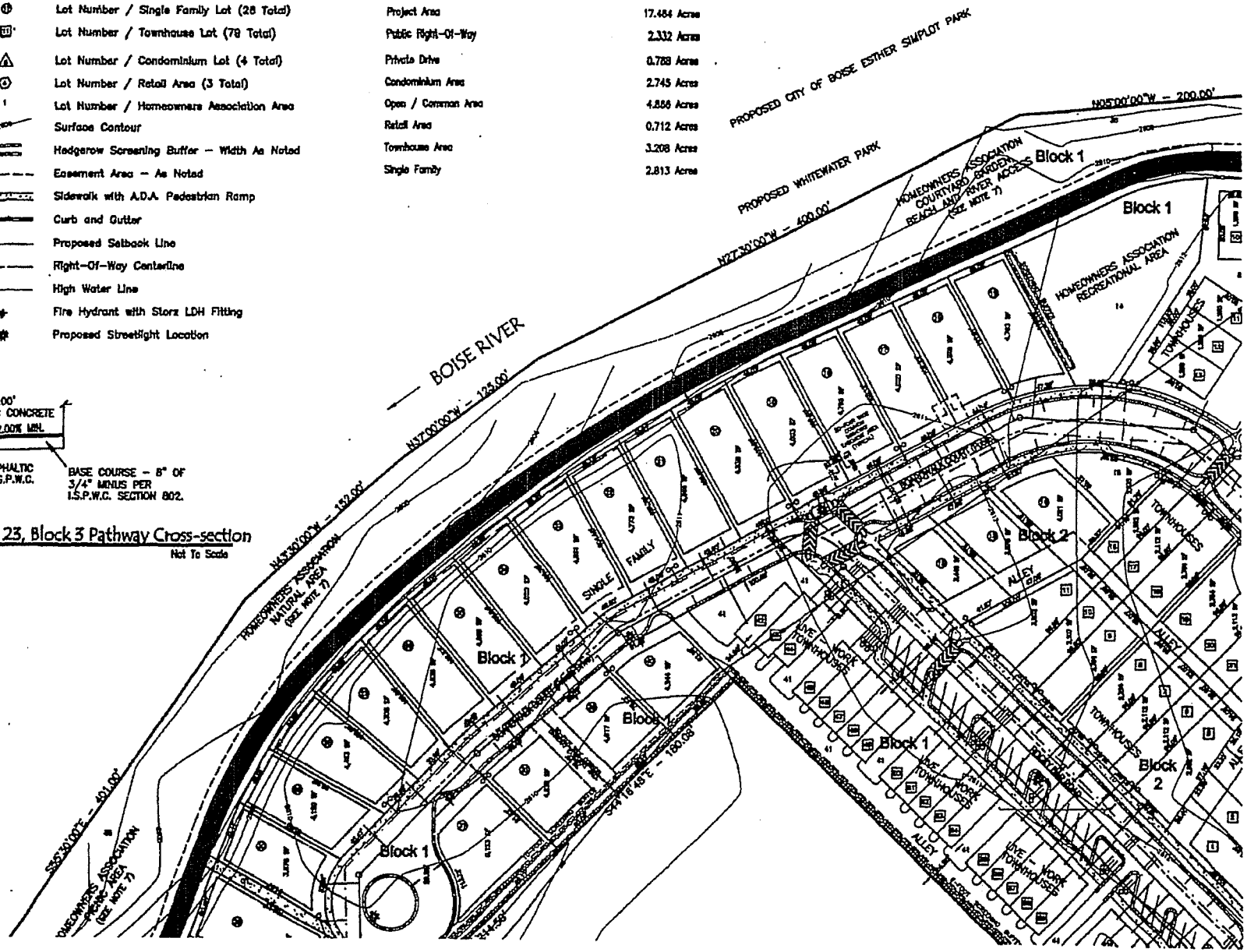
Land Use Table

Project Area	17.484 Acres
Public Right-Of-Way	2.332 Acres
Private Drive	0.788 Acres
Condominium Area	2.745 Acres
Open / Common Area	4.886 Acres
Retail Area	0.712 Acres
Townhouse Area	3.208 Acres
Single Family	2.813 Acres



Lots 8 & 23, Block 3 Pathway Cross-section

Not To Scale



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 LISA BATT
JAMES NEILL

2015-079045
08/26/2015 09:05 AM
AMOUNT:$16.00

00138254201500790450030039

Supplemental Declaration Of Deletion of Property from Covenants, Conditions and Restrictions for Waterfront District Homeowners Association

This Supplemental Declaration of Deletion of Property from Covenants, Conditions and Restrictions for Waterfront District Homeowners Association (hereinafter "Declaration") is made and effective this 25th day of August, 2015, by Todd K. Swanson, residing at 370 S. Haines Pl, Boise, ID 83712 ("Declarant") and James M. Neill, residing at 208 E. 36th St, Garden City, ID 83714 ("Declarant" or "Grantor").

ARTICLE I
RECITALS

Declarant Todd K. Swanson is the owner of certain property (hereinafter "Lot 29"), known and legally described as Lot 29, Block 2, Waterfront District Subdivision, Garden City, Ada County, Idaho, according to the plat thereof filed of record in Book 96 of Plats, at pages 12061-12068, in the records of Ada County, Idaho, hereby incorporated herein by reference;

Declarant James M. Neill is the owner of certain property (hereinafter "Lots 1, 2 and 3"), known and legally described as Lots 1, 2 and 3, Block 1, Waterfront District Subdivision, Garden City, Ada County, Idaho, according to the plat thereof filed of record in Book 96 of Plats, at pages 12061-12068, in the records of Ada County, Idaho, hereby incorporated herein by reference;

Waterfront District Subdivision is subject to a Master Declaration of Covenants, Conditions and Restrictions for Waterfront District, dated December 4, 2006, recorded December 14, 2006, in the Ada County Recorder of Deeds, Instrument Number 1061939996, incorporated herein by reference (hereinafter "Waterfront CC&Rs").

The right to amend the Waterfront CC&Rs by Supplemental Declaration was reserved to the Grantor in Sections 1.4 and 3.33 thereof and elsewhere therein, and made assignable in Section 14.7 and elsewhere therein, and was thereafter assigned to James M. Neill by instrument dated 11-24-2010 and recorded 110110936 in the Ada County Recorder of Deeds.

ARTICLE II
ASSIGNMENT OF GRANTOR STATUS

The said assignee James M. Neill, for himself, his heirs and assigns, hereby assigns to Declarant Todd K. Swanson the right to execute this Supplemental Declaration, and only this Supplemental Declaration, by joining in the execution hereof. If and to the extent, and only to the extent, any interest in Lot 29 is

required in Grantor for a Supplemental Declaration to be effective, Declarant Todd K. Swanson does hereby grant and convey such interest to Grantor, provided that upon recording hereof the said interest shall automatically be revested in Declarant Todd K. Swanson.

ARTICLE III
DECLARATION

Declarants hereby declare that the portion of the larger Property subject to the Waterfront District CC&Rs known as Lots 1, 2, 3 and 29 are hereby deannexed and deleted from the Waterfront District CC&Rs. Declarants reserve for themselves, their heirs and assigns, all rights as set forth in the Waterfront District CC&Rs to re-annex the said Lots 1, 2, 3 and 29.

This Declaration shall modify, amend and supplement the Waterfront CC&Rs, and the Waterfront CC&Rs are otherwise ratified and confirmed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Todd K. Swanson, Declarant

James M. Neill, Declarant and Grantor

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 25 day of August, 2015, before me, the undersigned, a Notary Public in and for the state of Idaho, personally appeared Todd K. Swanson, known or identified to me, and acknowledged that he executed the foregoing document.

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

ESPERANZA POBLANO
NOTARY PUBLIC
STATE OF IDAHO

Esperanza Poblano

Notary Public for Idaho
Residing at: Ada County

My commission expires: 2/13/21

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 25 day of August, 2015, before me, the undersigned, a Notary Public in and for the state of Idaho, personally appeared James M. Neill, known or identified to me, and acknowledged that he executed the foregoing document.

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

ESPERANZA POBLANO
NOTARY PUBLIC
STATE OF IDAHO

Esperanza Poblano

Notary Public for Idaho
Residing at: Ada County

My commission expires: 2/13/21

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 LISA BATT
WATERFRONT DISTRICT HOA

2017-102713
10/27/2017 09:15 AM
AMOUNT:$16.00

00426578201701027130030031

AMENDMENT TO MASTER DECLARATION OF COVENANTS,CONDITIONS AND RESTRICTIONS FOR WATERFRONT DISTRICT

Amendment Changing Annexation and Deannexation Procedure

Background

The Owners desire to amend the *Master Declaration of Covenants, Conditions and Restrictions for Waterfront District,* Recorded December 14, 2006 in the Records of Ada County as Instrument 106193996 ("Declaration"). The Declaration purports to permit annexation and deannexation of portions of the Property in Article XII. The Owners desire to clarify rules regarding annexation and deannexation going forward.

Legal Authority

The Declaration provides the terms for its own amendment. Section 14.2.2 provides that athe provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that the amendment has been approved by the vote or written consent of Owners representing more than eighty present (80%) of the votes in the Association. Any such amendment shall be effective when recorded with the Ada County Recorder.

Amendment

The Declaration is hereby amended as follows, effective when this instrument is recorded with the Ada County Recorder. Article XII is deleted in its entirety and is replaced with the following new language.

//

ARTICLE XII
ANNEXATION AND DEANNEXATION

12.1 Annexation Generally. Several adjacent properties have been previously de-annexed and may desire to be considered for annexation in the future. If in the sole discretion of the Board, the need arises for such annexation, the use and development of such Annexed Tracts shall conform to zoning limitations and to the terms of this Declaration.

12.2 Process for Annexation. Property adjacent to the Property may be annexed into the Association and made subject to the Master Declaration if the following conditions are met and process is followed.

12.2.1 The owner of all of the property to be annexed must agree, in writing, to the annexation.

12.2.2 The property to be annexed must be contiguous to the Property.

12.2.3 The Board must decide, in its sole discretion, that it is in the best interest of the Association to annex the new property.

12.2.4 The Board must provide in writing the terms and conditions that must be met by the property to be annexed.

12.2.5 The Board must call a meeting of the Members relating to the annexation and any terms of the Supplemental Declaration. A majority of the Members present in person or by proxy must vote to approve annexation.

12.2.6 A Supplemental Declaration signed and acknowledged by the president and secretary of the Association certifying that these conditions have been met shall be recorded with the Ada County Recorder.

12.3 Rights and Obligations of Owners of Annexed Property. Upon the recording of a Supplemental Declaration that complies with Section 12.2, the annexed tract is subject to the terms of this Master Declaration as if it were part of the original Property and the owners of property in the annexed tract become Members of the Association as if they were owners of Property. However, the terms of the Supplemental Declaration may amend the Master Declaration as to the annexed tract only.

12.4 Process for Deannexation. Property may be de-annexed out of the Association and removed from the Master Declaration if the following conditions are met and process is followed.

12.4.1 The owners of all of the property to be de-annexed must agree, in writing, to deannexation.

12.4.2 The Board must decide, in its sole discretion, that it is in the best interest of the Association to de-annex the property and seek the consent or approval of the Members.

12.4.3 The Board must obtain the written consent or votes of eighty percent (80%) of the Owners of lots (including those to be de-annexed) in favor of deannexation.

12.4.4 A Supplemental Declaration of Deletion of Property signed and acknowledged by the president and secretary of the Association certifying that these conditions have been met shall be recorded with the Ada County Recorder.

Verification

We, the President and Secretary of the Association, hereby verify that this amendment has been approved by the vote or written consent of Owners representing more than eighty present (80%) of the votes in the Association

Name: Craig Weaver
President
Waterfront District Owners Association, Inc.

Name: Becky Bandenson
Secretary
Waterfront District Owners Association, Inc.

The foregoing two individuals, who are known to me personally or provided sufficient proof of identification, appeared, verified that they were respectively the elected President and Secretary of the Waterfront District Owners Association, Inc., and that the above verification was true and accurate.

SUBSCRIBED AND SWORN to before me this 27 day of October, 2017.

Notary Public for Idaho
My Commission Expires: 1/28/22

LISA BATT
NOTARY
PUBLIC
STATE OF IDAHO

322378 sw/62

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 16.00 3
BOISE IDAHO 11/24/10 02:30 PM
DEPUTY Lisa Bak
RECORDED-REQUEST OF
Pioneer
110110936

Assignment of Grantor Status
under Declaration of Covenants, Conditions and Restrictions
for Waterfront District

This Assignment of Grantor Status under Declaration of Covenants, Conditions and Restrictions, made this 24th day of November, 2010, by and between Waterfront District LLC, an Idaho Limited Liability Company maintaining offices at 6951 Duncan Lane, Boise, Ada County, Idaho (hereinafter "Waterfront LLC"), and James M. Neill, residing at 208 E. 36th St., Garden City, Ada County, Idaho (hereinafter "Neill"),

WITNESSETH:

WHEREAS, Waterfront LLC is the developer of a certain Waterfront District Subdivision and in connection therewith, as "Grantor", executed and caused to be filed of record a Master Declaration of Covenants, Conditions and Restrictions for Waterfront District, dated December 4, 2006, recorded December 14, 2006, with the Ada County Recorder of Deeds, Ada County, Idaho, Instr. No. 106193996 (hereinafter "Declaration"), and the same is hereby incorporated herein by reference;

WHEREAS, the Declaration provides for assignment and transfer of the rights and status or designation as "Grantor", and the parties hereto are agreeable to such transfer;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, and intending to be legally bound, Waterfront LLC does hereby grant and convey, assign and transfer, declare and designate, for itself, its successors and assigns, to and as James M. Neill, his heirs, personal representatives, successors and assigns, all of the rights of Waterfront LLC as Grantor or otherwise set forth in the said Declaration, including without limitation, Sections 3.15, 4.22, 11.2, 12.1 and 12.5.

IN WITNESS WHEREOF, Waterfront District LLC sets its hand and seal the date first above written.

WATERFRONT DISTRICT, LLC

By: James M Neill

JAMES M. NEILL, Member

EAGLE SPRINGS INVESTMENTS, LLC, Member

By: David Elcox, Member

Exhibit B

RESOLUTION by WATERFRONT DISTRICT, LLC< an Idaho Limited Liability Company

November 23, 2010

We hereby resolve to convey Lots 1, 2, 3, 4 and 5 in Block 1, Waterfront District Subdivision, according to the official plat thereof, filed in Book 96 of Plats at Pages 12061-12068, records of Ada County, Idaho to Mr. James M. Neill.

THIS IS CERTIFIED TO BE A TRUE AND CORRECT ORIGINAL

Eagle Springs Investments LLC

By: _____, Member
David Elcox

S & H Homes LLC

By: _____, Member
Eugene G. Harding

_____, James M. Neill, Member

PioneerTitle
GOING BEYOND

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 13.00 2
BOISE IDAHO 11/24/10 02:39 PM
DEPUTY Lisa Ball
RECORDED-REQUEST OF
Pioneer
110110939

8151 W. Rifleman Street / Boise, Idaho 83704 / (208) 377-2700

ACCOMMODATION

QUITCLAIM DEED

322378 SW/Gr

For Value Received

Waterfront District, LLC, an Idaho limited liability company

do hereby convey, release, remise and forever quit claim unto

James M. Neill, an unmarried person

whose address is, 208 e. 36TH Street, Garden City, Idaho 83714 , ,

the following described premises, to-wit:

Lots 3 and 4 in Block 1, Waterfront District Subdivision, according to the official plat thereof, filed in Book 96 of Plats at Pages 12061-12068, records of Ada County, Idaho.

together with their appurtenances.

Dated: November 23, 2010

Eagle Springs Investments LLC, member

By: David Elcox

S & H Homes LLC, member

By: Eugene G. Harding

James M Neill, James M. Neill, member

Sharon M. Wilson
Notary Public of Idaho
Residing at Boise, Idaho
Commission expires: May 10, 2012

See attached

Exhibit C

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF Idaho, County of Ada, ss.

On this 24th day of November, in the year of 2010, before me Sharon M Wilson a notary public, personally appeared Eugene G. Harding Member S+H Homes, LLC known or identified to be one of the member(s)/manager(s) in a limited liability company, of Waterfront District, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that _____he_____ executed the same in said limited liability company name.

SHARON M WILSON NOTARY PUBLIC STATE OF IDAHO

Notary Public: Sharon M Wilson

Residing at: COMMISSION EXPIRES: 05/10/12

My commission expires: RESIDING IN: BOISE, IDAHO

U2026

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF Idaho, County of Ada, ss.

On this 24th day of November, in the year of 2010, before me Sharon M Wilson a notary public, personally appeared David Elcox, Member Eagle Springs Investments LLC known or identified to be one of the member(s)/manager(s) in a limited liability company, of Waterfront District LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that _____he_____ executed the same in said limited liability company name.

SHARON M WILSON NOTARY PUBLIC STATE OF IDAHO

Notary Public: Sharon M Wilson

Residing at: COMMISSION EXPIRES: 05/10/12

My commission expires: RESIDING IN: BOISE, IDAHO

U2026

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF Idaho, County of Ada, ss.

On this 24th day of November, in the year of 2010, before me Sharon M Wilson a notary public, personally appeared James M. Neil, known or identified to be one of the member(s)/manager(s) in a limited liability company, of Waterfront District LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that _____he_____ executed the same in said limited liability company name.

SHARON M WILSON NOTARY PUBLIC STATE OF IDAHO

Notary Public: Sharon M Wilson

Residing at: COMMISSION EXPIRES: 05/10/12

My commission expires: RESIDING IN: BOISE, IDAHO

U2026

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 VICTORIA BAILEY
NEXTITLE - WASHINGTON

2014-079904
09/30/2014 03:22 PM
$10.00

NEXTITLE
A TITLE & ESCROW CO.

NXID-0158772 MMB

WARRANTY DEED

FOR VALUE RECEIVED

James M. Neill, an unmarried man GRANTOR(s) does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

Gary C. Asin and Lori J. Asin, husband and wife GRANTEE(s), whose current address is: 6711 N. Glenwood, Suite 102, Garden City, ID 83714 the following described real property in Ada County, State of Idaho more particularly described as follows, to wit:

Lot 4 in Block 1 of Waterfront District Subdivision, according to the official plat thereof, filed in Book 96 of Plats at Page(s) 12061-12068, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee(s), and Grantee(s) heirs and assigns forever. And Grantor(s) does(do) hereby covenant to and with said Grantee(s) that Grantor(s) is/are the owner(s) in fee simple of said premises, that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, if any, of record, and general taxes and assessments, (Including Irrigation and utility assessments, if any) for the current year which are not yet due and payable and the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 30, 2014

James M Neill
James M. Neill

STATE OF: Idaho)
COUNTY OF Ada)

On this 30th day of September, in the year of 2014, before me the undersigned Notary Public in and for said State, personally appeared James M. Neill known or identified to me (or proved to me on the oath of ....), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they 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.

Melissa M. Bates

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

MELISSA M. BATES NOTARY PUBLIC STATE OF IDAHO

Exhibit D

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 LISA BATT
JAMES NEILL

2015-079045
08/26/2015 09:05 AM
AMOUNT:$16.00

00138254201500790450030039

Supplemental Declaration Of Deletion of Property from Covenants, Conditions and Restrictions for Waterfront District Homeowners Association

This Supplemental Declaration of Deletion of Property from Covenants, Conditions and Restrictions for Waterfront District Homeowners Association (hereinafter "Declaration") is made and effective this 25th day of August, 2015, by Todd K. Swanson, residing at 370 S. Haines Pl, Boise, ID 83712 ("Declarant") and James M. Neill, residing at 208 E. 36th St, Garden City, ID 83714 ("Declarant" or "Grantor").

ARTICLE I
RECITALS

Declarant Todd K. Swanson is the owner of certain property (hereinafter "Lot 29"), known and legally described as Lot 29, Block 2, Waterfront District Subdivision, Garden City, Ada County, Idaho, according to the plat thereof filed of record in Book 96 of Plats, at pages 12061-12068, in the records of Ada County, Idaho, hereby incorporated herein by reference;

Declarant James M. Neill is the owner of certain property (hereinafter "Lots 1, 2 and 3"), known and legally described as Lots 1, 2 and 3, Block 1, Waterfront District Subdivision, Garden City, Ada County, Idaho, according to the plat thereof filed of record in Book 96 of Plats, at pages 12061-12068, in the records of Ada County, Idaho, hereby incorporated herein by reference;

Waterfront District Subdivision is subject to a Master Declaration of Covenants, Conditions and Restrictions for Waterfront District, dated December 4, 2006, recorded December 14, 2006, in the Ada County Recorder of Deeds, Instrument Number 1061939996, incorporated herein by reference (hereinafter "Waterfront CC&Rs").

The right to amend the Waterfront CC&Rs by Supplemental Declaration was reserved to the Grantor in Sections 1.4 and 3.33 thereof and elsewhere therein, and made assignable in Section 14.7 and elsewhere therein, and was thereafter assigned to James M. Neill by instrument dated 11-24-2010 and recorded 110110936 in the Ada County Recorder of Deeds.

ARTICLE II
ASSIGNMENT OF GRANTOR STATUS

The said assignee James M. Neill, for himself, his heirs and assigns, hereby assigns to Declarant Todd K. Swanson the right to execute this Supplemental Declaration, and only this Supplemental Declaration, by joining in the execution hereof. If and to the extent, and only to the extent, any interest in Lot 29 is

Exhibit E

required in Grantor for a Supplemental Declaration to be effective, Declarant Todd K. Swanson does hereby grant and convey such interest to Grantor, provided that upon recording hereof the said interest shall automatically be revested in Declarant Todd K. Swanson.

ARTICLE III
DECLARATION

Declarants hereby declare that the portion of the larger Property subject to the Waterfront District CC&Rs known as Lots 1, 2, 3 and 29 are hereby deannexed and deleted from the Waterfront District CC&Rs. Declarants reserve for themselves, their heirs and assigns, all rights as set forth in the Waterfront District CC&Rs to re-annex the said Lots 1, 2, 3 and 29.

This Declaration shall modify, amend and supplement the Waterfront CC&Rs, and the Waterfront CC&Rs are otherwise ratified and confirmed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Todd K. Swanson, Declarant

James M. Neill, Declarant and Grantor

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 25 day of August, 2015, before me, the undersigned, a Notary Public in and for the state of Idaho, personally appeared Todd K. Swanson, known or identified to me, and acknowledged that he executed the foregoing document.

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

ESPERANZA POBLANO NOTARY PUBLIC STATE OF IDAHO

Esperanza Poblano

Notary Public for Idaho
Residing at: Ada County

My commission expires: 2/13/21

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 25 day of August, 2015, before me, the undersigned, a Notary Public in and for the state of Idaho, personally appeared James M. Neill, known or identified to me, and acknowledged that he executed the foregoing document.

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

ESPERANZA POBLANO NOTARY PUBLIC STATE OF IDAHO

Esperanza Poblano

Notary Public for Idaho
Residing at: Ada County

My commission expires: 2/13/21

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 LISA BATT
WATERFRONT DISTRICT

2018-076801
08/14/2018 01:02 PM
AMOUNT:$16.00

00530998201800768010030034

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFRONT DISTRICT

Amendments Changing Garage Requirements and Maximum Height Restrictions

Background

The Owners desire to amend the *Master Declaration of Covenants, Conditions and Restrictions for Waterfront District,* recorded December 14, 2006 in the Records of Ada County as Instrument 10619396 ("Declaration"). The Declaration fails to address minimum parking and garage requirements for all neighborhood areas and the Owners desire to make the parking requirements per Lot or Property Unit consistent throughout the subdivision. Additionally, the Owners desire to restrict the maximum height of structures not to exceed the maximum height of existing structures to preserve views, minimize shading to existing structures, and to maintain the size, massing, scope and style of the subdivision. None of these amendments shall affect existing structures or proposed structures approved for construction by the Architectural Committee prior to the recordation of the Amendments.

Legal Authority

The Declaration provides the terms for its own amendment. Section 14.2.2. provides that the provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that the amendment has been approved by the vote or written consent of Owners representing more than eighty percent (80%) of the votes in the Association. Any such amendment shall be effective when recorded with the Ada County Recorder.

Amendments

The Declaration is hereby amended as follows, effective when this instrument is recorded with the Ada County Recorder.

Article IV, <u>GENERAL AND SPECIFIC RESTRICTIONS</u> **delete and replace** subsections 4.1.1B (first sentence), 4.1.2 B, 4.1.3B (Interior Townhouses), 4.1.3 B (Westerly Townhouses) and 4.1.4 B with the following language:

Exhibit F

B. Garages and Vehicles. Each residential Property Unit shall have enclosed, on-site garage parking spaces for at least two (2) automobiles, which spaces may be tandem or side by side.

Article IV, GENERAL AND SPECIFIC RESTRICTIONS **add** the following sentence to the end of Section 4.1.5:

Each residential Property Unit whether single-family, townhouse or condominium, shall have enclosed, on-site garage parking spaces for at least two (2) automobiles, which spaces may be tandem or side by side.

Article IV, GENERAL AND SPECIFIC RESTRICTIONS, Section 4.2.4 is **amended** to change the Maximum Height (feet) for *each* Neighborhood area from fifty-five (55) feet to forty (40) feet with the Maximum Height to be measured from the street or sidewalk side of the structure to the highest point of the structure.

////

Verification

We, the President and Secretary of the Association, hereby verify that this Amendment has been approved by the vote or written consent of Owners representing more than eighty percent (80%) of the votes in the Association.

_____

Name:

President

Waterfront District Owners Association, Inc.

_____

Name:

Secretary

Waterfront District Owners Association, Inc.

The foregoing two individuals, Todd Hans _____ and Becky Bunderson, who are known to me personally or provided sufficient proof of identification, appeared, verified that they were respectively the President and Secretary of the Waterfront District Owners Association, Inc. and that the above verification was true and accurate.

SUBSCRIBED AND SWORN to before me this 14 day of August, 2018.

_____

Notary Public for Idaho

My Commission Expires: 1/28/22

LISA BATT
NOTARY
PUBLIC
STATE OF IDAHO