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THE DECLARATION OF

COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS

FOR

MERLIN COTTAGES SUBDIVISION

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THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERLIN COTTAGES SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Merlin Cottages Subdivision (hereinafter referred to as the "Declaration") is made effective as of the 24 day of November by **Merlin Pointe, LLC**, an Idaho limited liability company (the "Declarant").

ARTICLE 1. RECITALS

A. Declarant owns and has developed certain subdivided real property located in Ada County, State of Idaho, designated the *Merlin Cottages Subdivision* (the "Project"), the legal descriptions of which are set forth in the attached Exhibit 1 and depicted in the attached Exhibit 2. All platted lots shall be referred to hereafter collectively as the "Lots" or individually as "Lot." Each Lot is also depicted on the Plat of *Merlin Cottages Subdivision No. 1*, a subdivision plat, attached hereto as Exhibit 3, and identified in this Declaration by such lot and block numbers used thereon. The real property, including the Lots identified and depicted in the attached Exhibit 1, Exhibit 2, and Exhibit 3 are all collectively referred to as the "Property." Certain Lots within the Property are designated for residential use as shown in Exhibit 2 and include Lots 2-12, 14-24, and 26-36 of Block 2 and Lots 2 -12, 16-18, and 22-25 of Block 1 (collectively, the "Residential Property"), and two Lots located within the Property are designated for commercial use and are designated in Exhibit 2 as Lots 14 and 15 of Block 1 (collectively, the "Commercial Lots").

B. Declarant, has determined that it is in the best interest of the Project to be subject to covenants, conditions, and restrictions on the use and design of the Property, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Declarant has also determined that it is in the best interest of the Project to create certain easements for ingress, egress, utilities and other matters, with respect to the common use, maintenance and repair of the Common Areas, for the benefit of the Owners and to compliment the foregoing purposes; and impose further limitations on the design and use of the Residential Property, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project.

C. Certain portions of the Property are, and shall remain, subject to that certain Declaration of Covenants, Conditions, and Restrictions of Merlin Pointe Subdivision Commercial Lots with an effective date of October 13, 2021, recorded in the Official Records of Ada County, State of Idaho, as Instrument No. 2021-149537 on October 14, 2021 , as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Merlin Pointe Subdivision Commercial Lots dated July 15, 2024, recorded in the Official Records of Ada County, State of Idaho, as Instrument No. 2024-038415 on July 15, 2024 , 2021 (hereinafter collectively the "Commercial CC&Rs") to the extent the provisions thereof remain applicable and are not modified, amended or superseded by this Declaration.

NOW THEREFORE, Declarant hereby declares that the Residential Property and Commercial Lots, and every portion thereof, is and/or shall be held, sold, conveyed, encumbered,

hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions and other provisions of this Declaration, all of which are declared to be in furtherance of a general plan for the protection, maintenance, development, subdivision, improvement and sale of the Residential Property and Commercial Lots, and to enhance the value, desirability and attractiveness of the Residential Property. The terms and restrictions set forth herein shall run with the land within the Residential Property and Commercial Lots, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Residential Property, Commercial Lots, or any Lot, parcel or other portion thereof; shall inure to the benefit of every Lot, parcel or other portion of the Residential Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each Owner or Person having or holding an interest in the Residential Property and Commercial Lots and such Owner's or Person's successors in interest, and may be enforced by Declarant or the Association created by this Declaration.

ARTICLE 2. ADDITIONAL DEFINITIONS

The following definitions are used in this Declaration. Whenever the context so requires, if necessary, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 2.1. **Access Areas** means all areas within the Project used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians but does not include any portion of a Lot on which a Building is located at any time or from time to time.

Section 2.2. **ACHD** shall mean and refer to the Ada County Highway District.

Section 2.3. **Annexed Property** shall have the meaning ascribed to it in Section 12.5. below.

Section 2.4. **Approving Owner** shall mean and refer to the Declarant, or its successors or assigns who are specifically granted the Declarant's right to exercise the duties, obligations, rights and powers authorized by this Declaration.

Section 2.5 **Architectural Control Committee** shall mean the Architectural Control Committee created under ARTICLE 5 below.

Section 2.6. **Area** shall mean and refer to a defined portion of the Property subject to this Declaration that has been designated as such "Area", or in another recorded instrument. Each Area shall contain two or more Lots and may, in Developer's discretion, be governed by the Association.

Section 2.7. **Articles** shall mean the Articles of Incorporation or other organizational or charter documents of an Association, as the same may be amended or revised from time to time.

Section 2.8. **Association** shall mean and refer to the "Merlin Cottages Homeowners' Association, Inc." formed under the laws of the State of Idaho as a general non-profit corporation.

Section 2,9. **Assessment** shall mean and refer to a Regular, Special or Limited Assessment levied by the Association in accordance with ARTICLE 8 below.

Section 2.10. **Board** shall mean and refer to the board of directors of the Association.

Section 2.11. **Building** shall mean an enclosed structure with exterior walls, floor and roof, and that is placed, constructed or located on the Property, including appurtenances and Improvements.

Section 2.12. **Bylaws** shall mean and refer to the Bylaws of the Association, as the same may be amended or revised from time to time, and those resolutions and/or authorized corporate actions of the Association.

Section 2.13. **Class B Member Termination Date,** shall mean the latter of the following: (i) Declarant owns no Lot, or portion thereof, or any other portion of the Property; or (ii) the Transition Date.

Section 2.14. **Commercial Lot(s)** shall mean and refer to one or more of the following described Lots: Lot 14 and Lot 15, Block 1, as depicted in Exhibit 2.

Section 2.15. **Common Area** shall mean and refer to Lots or other portions of the Property: (i) identified as "Common Lots" or otherwise on a Plat; (ii) designated as "Common Area" by this Declaration or reserved in another instrument recorded in the official records of Ada County, Idaho; and (iii) all of those other areas which are not occupied by a Building or other structure or which cannot under the terms this Declaration be used as a Building, including without limitation, Access Areas, Drainage Areas, Landscaping Areas and Parking Areas.

Section 2.16. **Corporate Documents** means the Articles and Bylaws of the Association.

Section 2.17 **Declaration** shall mean this Declaration of Covenants, Conditions and Restrictions for Merlin Cottages Subdivision.

Section 2.18. **Development Agreement** shall mean the Development Agreement recorded in the Ada County Recorder's Office, as Instrument No.2023-025508.

Section 2.19. **Drainage Areas** means all areas within the Project used at any time and from time to time as part of the Storm Water Drainage System defined in ARTICLE 14 below, or any facilities that are constructed as part of a drainage system serving multiple Lots.

Section 2.20. **Government Requirements** mean all laws, ordinances, statutes, rules, regulations or other similar requirements with respect to a specified matter promulgated by Local Government.

Section 2.21. **Improvement(s)** shall mean and include every structure, facility, system or object and all appurtenances thereto of every kind and type and other physical changes upon, over; across, above or under the Property, whether permanent or temporary. This definition shall include,

but is not limited to the following: Buildings, outbuildings, roads, parking facilities and structures, drive isles, landscaping and landscaping improvements, living or dead vegetation, rocks, ditches, exterior lighting, signs, canopies, awnings, fences, patios, curbs, walkways, sidewalks, pathways, shelters, screening walls, construction trailers and other temporary construction outbuildings, benches, plantings, exterior appliances, antennas, satellite dishes and other communications equipment including fiber optic cables, and other pumps, wells, tanks, ponds, Waterways, ditches, pipes, lines, meters, towers, recreational facilities, grading, road construction and any other new exterior construction or exterior improvement which may not be included in the foregoing, or subsequently added or repaired.

Section 2.22. Irrigation System means those facilities and systems for the transmission of pressurized irrigation constructed for the Project, including but not limited to water mains, pump house, pipe delivery systems, electrical conduit or systems, ponds, ditches, and/or other landscape watering services maintained and operated pursuant to Section 3.4. l. below.

Section 2.23. Limited Assessment shall mean and refer to an Assessment upon one or more Lot(s), but not upon all Lots, for the purpose of obtaining payment by the Member(s) thereof to correct a condition or violation which a Member has failed to cure or for the purpose of paying costs and expenses benefiting less than all Members, and as further defined in Section 8.5. below.

Section 2.24. Local Government shall mean all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a specified matter.

Section 2.25. Lot(s) shall mean and refer to any divided lot or parcel within the Property depicted on a recorded subdivision plat, which may be independently owned and conveyed and is zoned or otherwise intended for development, use and occupancy and which is subject to this Declaration. The term "Lot" refers to the land, if any, that is part of the Lot, as well as to any Building or other Improvements located on or comprising the Lot.

Section 2.26. Member shall mean and refer to each Person holding a membership in the Association (as the context indicates), including Declarant.

Section 2.27. Mortgagee shall mean the holder of a. deed of trust or other hypothecation of land encumbering a Lot, or the beneficiary under a deed of trust, including any assignee(s) thereof.

Section 2.28. Occupant shall mean any Person who holds less than a fee simple interest, who has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building on a Lot, whether or not such right is exercised, including heirs, personal representatives, successors and assigns, but excluding those Persons having any such interest merely as security for the payment of a debt or the performance of an obligation.

Section 2.29. Owner shall mean and refer to a Person holding fee simple title to a Lot, or their Occupant, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or

otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise. If a Lot is owned by multiple parties ("Multiple Owners"), the Multiple Owners shall designate in writing one of the Multiple Owners ("Designated Owner") with the sole right to act for and bind alt of the Multiple Owners of such Parcel, and the other Owners may rely on any consent, approval or decision made by the Designated Owner on behalf of the Multiple Owners.

Section 2.30. Parking Areas shall mean the areas on any Lot that are used at any time and from time to time for parking, which shall, in all events, contain at least such number of parking stalls as may be required by Local Government to provide for parking for the Buildings and other Improvements located on the Lot.

Section 2.31. Person shall mean any individual, limited liability company, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business type or legally recognized entity.

Section 2.32. Plat shall mean a final subdivision plat covering the Property, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 2.33. Professional Property Manager shall mean an experienced professional full-scale management service, with a business entity registered and in good standing with the state of Idaho, complete with a brick-and-mortar office, business phone line, website, and online access.

Section 2.34. Project shall have the meaning ascribed to it in Article l of this Declaration.

Section 2.35. Project Documents shall mean and refer to the documents creating and governing the Property or the Project, including the Development Agreement, this Declaration, any Supplemental Declaration, any recorded Plat and easements and/or other terms and restrictions identified or referenced therein, applicable Corporate Documents and Rules and Regulations.

Section 2.36. Property shall have the meaning ascribed to it in Article 1 of this Declaration and any additional property hereafter made subject to this Declaration.

Section 2.37. Regular Assessment shall mean and refer to an Assessment levied by the Association for, among other things, the payment of the regular expenses and the maintenance and operation of Common Area, and as further defined in Section 8.2. below.

Section 2.38 Residential Property shall mean that portion of the Property described and depicted in ARTICLE 1 above, excluding the Commercial Lots.

Section 2.39. Rules and Regulations shall mean and refer to: (i) policies, rules, and regulations adopted, amended, repealed and promulgated from time to time by an Association or the designee of such Association (as the context indicates) or any of its committees; or (ii) any Government Requirement of Local Government, that govern the affirmative or prohibitive conduct of Owners upon and/or their use of, the Property, or any portion thereof, or any other property or conduct that is the subject of the Project Documents..

Section 2.40. Special Assessment shall mean and refer to an Assessment levied by the Association to, among other things, defray the cost of construction or reconstruction of Common Area, or improvements thereon, or to cure a deficit in Regular Assessments, and as further defined in Section 8.3. below.

Section 2.41. Transition Date shall mean the date that Declarant, at its election, releases control of the Association to its Members.

Section 2.42. Waterways shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE 3. THE ASSOCIATION

Section 3.1 Organization of Home Owners' Association. Declarant shall organize the Association, which shall be registered and organized as a nonprofit corporation under the laws of the State of Idaho. The Association shall be charged with the duties and vested with the powers prescribed by the Project Documents and otherwise set forth herein. The Corporate Documents shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Each Owner of a Lot within the Residential Property and Commercial Lots shall be a Member of the Association.

Section 3.2. Membership in Association. The Association shall have three (3) classes of memberships:

3.2.1. Class A Members. The Class A Members shall be the Owners of Lots within the Residential Property, excluding Declarant for so long as the Class B Member exists. The Class A Members shall not be entitled to vote at meetings of the Association until the Transition Date. Thereafter, each Class A Member shall be entitled to vote at meetings of the Association the vote(s) attributable to the Lot(s) owned by such Owner. An Owner shall be entitled to one (1) vote for each Lot owned. In no event shall more than one (1) vote be cast with respect to any Lot owned. Declarant shall become a Class A Member to the extent Declarant remains an Owner of one (1) or more Lot(s) within the Residential Property after the Transition Date.

3.2.2. Class B Member. Declarant shall be the Class B Member, and shall, notwithstanding anything in this Declaration or Corporate Documents to the contrary, be entitled to vote the collective voting power of the Association until the Class B Member Termination Date, at that time, there shall be no Class B Member.

3.2.3. Class C Members. The Class C Members shall be the Owners of the Commercial Lot(s) within the Commercial Lots, and shall be shall be entitled to vote at meetings of the Association the vote(s) attributable to the Commercial Lot(s) owned by such Owner. An Owner of a Commercial Lot(s) shall be entitled to one (1) vote for each Commercial Lot owned. In no event shall more than one (1) vote be cast with respect to

any Commercial Lot owned. Class C Members shall not be entitled to hold positions on the Board in any Committees, or as an Officer in the Association.

Section 3.3. Management of Association. The affairs of the Association shall be carried out and otherwise conducted by a Board in accordance with the Corporate Documents. The Class B Member shall have the exclusive right to control the Board of the Association and/or otherwise manage and conduct its affairs, in the Class B Member's sole and absolute discretion, until the Class B Member Termination Date. Thereafter, the Board shall consist of all Class A Members. No Class C Member shall hold a position on the Board. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners.

Section 3.4. Duties or Association. The Association, shall have the obligation to perform each of the following:

3.4.1. Operate Irrigation System. To control the use and operation of the Irrigation System and all Waterways. The Association shall own, operate and maintain the Irrigation System. The charges associated with the amount of irrigation water supplied to the various Lots under the Irrigation System are a component of the Assessments levied by the Association and shall be levied as an Assessment against each Lot on a basis established by Declarant, in its discretion, in association with the Irrigation System and the amount of irrigation water supplied thereunder. **Owner acknowledges that water from the Irrigation System is unfit for human consumption. It contains untreated surface water that may contain disease causing organisms and/or other contaminants and chemicals that can be hazardous to health. Drinking the water from the Irrigation System will likely result in sickness, and in some cases, death or permanent disability.**

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

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

3.4.4. Control Water Rights. To own, hold and/or manage for the benefit of the Project all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise.

3.4.5. Regulate and Maintain Signs. To maintain, repair and replace all permanent entry and special identification signs.

3.4.6. Storm Water Drainage System. To maintain the Storm Water Drainage System in accordance with ARTICLE 14 below.

3.4.7. Pay Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied against Association by Local Government or the Association. Such taxes and assessments may be contested or compromised by the 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.

3.4.8. Pay Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area.

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

3.4.10. General Health and Welfare. To obtain and pay for the services of any Person or entity as necessary for the desirable or for the general health and well-being of the Members. This power shall include the power to pay for Improvements to property other than the Common Area, if such Improvements will further the health, safety, or well-being of the Members. If the costs of any such service or Improvement are not included in the fiscal operating budget, the Association, shall levy a Special Assessment.

3.4.11. Insurance. To obtain and keep in full force and effect at all times the insurance coverage authorized by this Declaration.

3.4.12. Financial Statements. To regularly prepare and distribute financial statements of the Association in intervals determined by its Rules and Regulations.

Section 3.5. Powers of the Home Owners' Association. The Association shall have all the powers to do any and all lawful things which may be authorized, required or permitted to be done, and to perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management, maintenance and operation of the Common Area and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

3.5.1. Levy Assessments. To levy Assessments hereof on any Owner and to compel payment of such Assessments.

3.5.2. Enforce Covenants and Restrictions. To, from time-to-time, in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of Rules and Regulations and terms or this Declaration and to enforce by mandatory injunction or otherwise, all provisions thereof.

3.5.3. Restrict Use of Common Area. To designate certain areas of Common Area for temporary, restricted, or exclusive use of Members and to further adopt Rules and Regulations regulating the use and enjoyment of Common Area.

3.5.4. Grant Exemptions. To waive or otherwise grant exemptions or other relief from any provision of this Declaration, including the obligation to pay Assessments.

3.5.5. Grant Licenses, Easements and Rights-of-Way. To grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways; except that, if the Subdivision Utilities are affected by any such grant or conveyance under this Section, such power shall not be deemed to arise without approval of the Association, in writing, by Supplemental Declaration.

3.5.6. Rules and Regulations. To adopt, amend, and repeal such Rules and Regulations as the Association deems reasonable to govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled by the Association; provided, however, the Rules and Regulations shall not discriminate among Owners and shall not be inconsistent with the Corporate Documents, Project Documents. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between Rules and Regulations of the Association and this Declaration, the conflicting provisions of Rules and Regulations shall be deemed superseded to the extent of any such inconsistency.

3.5.7. Exercise Emergency Powers. To enter upon any portion of the Residential Property and/or Commercial Lots (but not inside any Building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association, unless said entry was necessitated by a condition caused by the Owner.

3.5.8. Represent Owners in Eminent Domnin Proceedings. In the event of a threatened taking or condemnation of all or a portion of the Common Area, to represent all

Owners in connection with such proceedings and act in its discretion with respect to any awards being made in connection with the taking or condemnation and shall be entitled to make a voluntary sale to the condemner in lieu of engaging a condemnation action. Any awards received on account of the taking or condemnation of Common Area shall be utilized to offset future Assessments.

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

3.5.10. Perform Other Powers Generally. To perform such other acts and exercise such powers, whether or not expressly authorized, as may be reasonably advisable or necessary to carry out its duties and obligations, including the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein, it being the intent under this Declaration that the Association have broad power and authority to cany out its powers and duties.

Section 3.6. General Power and Duties. The Association may perform such other acts and exercise such powers, whether or not expressly authorized, as may be reasonably advisable or necessary to carry out its duties and obligations, including the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein, it being the intent under this Declaration that the Association have broad power and authority to carry out its powers and duties.

Section 3.7. Right to Delegate Powers and Duties. Until the Class B Member Termination Date, the Association may delegate its power and duties to its internal committees, officers, and employee. However, the Association is prohibited from delegating any of its powers or duties to any other Person, including a Professional Property Manager; except that, the Association may delegate such duties and powers to a Professional Property Manager duly appointed and approved by the Association and to pay such Professional Property Manager such compensation as shall be reasonable.

Section 3.8. Liability of Association. The Declarant, Board, and officers of the Association, including all agents and employees of the same, shall not be personally liable to any Owner, Member, or to any other Person, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the same; provided that such Person acted in good faith and without intentional misconduct.

Section 3.9. Transfer of Membership in Association. Membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner and shall not be assigned, transferred, pledged or alienated in any way except upon the transfer of title to the transferee. Any attempt to make a prohibited transfer of membership shall be void and shall not be reflected in its books.

ARTICLE 4. MAINTENANCE AND USE OF COMMON AREA

Section 4.1. Owners' Use of Common Area. Every Owner of Residential Property shall have a non-exclusive right to use permissible portions of Common Area for which they are a Member, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

4.1.1. Suspend Voting Rights. To suspend the voting rights and rights of use, or interest in, Common Area, as applicable, by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rules and Regulations;

4.1.2. Restrict or Prohibit Improvements. To restrict or prohibit the construction of Improvements on all Common Area, applicable; and

4.1.3. Prohibit, Restrict, or Allow Use. To promulgate Rules and Regulations limiting the access, use, enjoyment, of Common Area.

Section 4.2. Operation and Maintenance of Common Areas. The Association shall cause the Common Area to be maintained in a good and clean condition and repair, including without limitation, the following:

4.2.1. Common Area Landscaping. Installing, maintaining, mowing and watering all landscaping located in the Common Area to the extent necessary to keep the landscaping in a well maintained, mowed and weed free condition, including but not limited to maintaining, repairing and replacing, when necessary, automatic landscape sprinkler systems and water lines; and trimming and replacing shrubs, grass and other landscaping, as necessary.

4.2.2. Common Area Snow and Debris Removal. Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the pathways and sidewalks of the Common Area to the extent reasonably necessary to keep the Common Area in a clean and orderly condition.

4.2.3. Common Area Improvements. Insuring, constructing Improvements and the repair and replacement of property or Improvements located in the Common Area damaged or destroyed by casualty loss. In the event of partial or total destruction of the Improvements within the Common Area, it shall be the duty of the Association to restore and replace the same as promptly and efficiently as practical. The proceeds of any casualty insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of lienholders whose interest may be protected by such policies. To the extent the insurance proceeds are insufficient to complete such reconstruction, Assessments for reconstruction may be levied by the Association against each Lot to provide the necessary funds. In the event any excess insurance proceeds remain after any

reconstruction by the Association, the Association shall retain such sums on behalf of the Owners and utilize the same to offset future Assessments.

4.2.4. Other Common Area Maintenance. Maintaining, repairing and replacing all other areas from time to time designated as Common Area by the Declarant or the Association.

4.2.5. Facilities and Business Use. The use of all automobiles shall be prohibited in Common Area except as may be necessary for the express purpose of maintenance thereof. No portion of Common Area thereon shall be used for the conduct of any trade or business or professional activities or for any manner inconsistent with this Declaration, except that, certain facilities and areas within the Common Area may be made available by the Association for temporary use and enjoyment of the public.

Section 4.3. Conveyance of Common Area. Common Area may not be mortgaged or conveyed to any Person, other than Declarant, or to the Association with the approval of at least two-thirds (2/3) of the total voting power of the Members of the Association.

ARTICLE 5. ARCHITECTURAL CONTROL COMMITTEE

Section 5.1. Creation of Home Owners' Architectural Control Committee. In order to protect the quality and value of the homes built on the Property, and for the continued protection of the Owners of the Residential Property thereof, an Architectural Control Committee: is hereby established for the general purpose of reviewing and approving Proposed Plans (the "Architectural Control Committee'). Declarant shall control the members of the Architectural Control Committee until the Class B Member Termination Date, after which, the members shall be selected by the Board of the Association pursuant to its Corporate Documents and this Declaration. Not later than thirty (30) days after the Class B Member Termination Date, the Association shall endeavor to appoint no less than three (3) and no more than five (5) individuals to serve on the Architectural Control Committee with respect to the Residential Property; and thereafter, at any time, and from time to time, the Association shall have the exclusive right, in its discretion, to appoint, remove and replace all members of the Architectural Control Committee, with or without cause, in accordance with its Corporate Documents.

Section 5.2. Approvals Required. No building, fence, wall, patio cover, window awning or other structure or landscaping Improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot within the Residential Property, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the

Architectural Control Committee in such form as it may require, it shall be deemed approved, unless otherwise proved by Rules and Regulations. In addition, all proposed Improvements to the Residential Property shall be approved by the Architectural Control Committee prior to an Owner-applicant's submission to Local Government for its approval.

Section 5.3. Standard of Review. The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such Improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Architectural Control Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall a fleet the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 5.4. Submissions. Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following (collectively, the "Proposed Site Plans"):

5.4.1 Site Plan. A site plan showing the location of buildings and all other structures and Improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the Improvements; and

5.4.2. Building Plan. A building plan which shall consist of the preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used.

5.4.3. Landscape Plan. A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways.

Section 5.5. Rules and Regulations. The Architectural Control Committee is hereby authorized to adopt Rules and Regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such Rules and Regulations as it shall deem appropriate, consistent with the

provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests of the architectural theme of the Property. Any such Rules and Regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such Rules and Regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5.6. Fees. The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 5.7. Waivers. The approval of any plans, drawings or specifications for any structure, Improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 5.8. Variances. The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions on height, size, floor area, or placement of structures or other similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or improvements, including without limitation, manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with Governmental Requirements.

Section 5.9. Certification by Secretary. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary of the Association showing that the plans and specifications for the Improvement or other matters therein provided for have been approved and that said Improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing

or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrances from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, Improvement or alteration shall, as to any purchaser or encumbrances in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Declaration shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 5.10. Inspection and Complaints. The Architectural Control Committee is empowered to inspect all work in progress on any Lot within the Property at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the rules and standards adopted by the Architectural Control Committee, if any, or the approved plans and specifications. The Architectural Control Committee is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable rules and standards, if any. In the event the Architectural Control Committee receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise. Should the Architectural Control Committee determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives: the Owner shall immediately cease the activity which constitutes a deviation or violation; or the Owner shall adhere to the corrective measures set forth in the written notice. Should the Architectural Control Committee determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

Section 5.11. Right to Hearing. An Owner submitting Proposed Site Plans or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the Architectural Control Committee for the purpose of presenting facts and information to the Architectural Control Committee. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the Architectural Control Committee is mailed to the Owner (and Complainant) as evidenced by the records of the Architectural Control Committee. The hearing shall be held within ten (10) days following receipt by the Architectural Control Committee of the request for a hearing, unless the Architectural Control Committee shall extend said period because of the unavailability of Architectural Control Committee members. A hearing may be continued by the Architectural Control Committee for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Architectural Control Committee shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the Architectural Control Committee with respect to the matters at issue and shall affirm, modify or rescind its

previous decision as contained in the original written notice. If the Architectural Control Committee incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the Architectural Control Committee and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs.

Section 5.12. Enforcement. The Declarant or the Architectural Control Committee, upon approval by the Declarant or the Association, as applicable, shall be authorized to commence such legal or equitable proceedings as are determined by the Architectural Control Committee. The Declarant or the Association to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Declaration. rules and standards adopted by the Architectural Control Committee, if any, or the approved plans and specifications. An Owner shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days after receipt of a written notice from the Architectural Control Committee or the Declarant specifying, with particularity, the alleged deviations or violations, unless such Owner, prior to the expiration of said thirty (30) days, has rectified the matters specified in said Notice of Default. However, such Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period, if such Owner is using good faith and its best efforts to rectify the matters specified in the Notice of Default. The authority of the Architectural Control Committee and the Declarant as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings. In the event the Architectural Control Committee and/or Declarant shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Architectural Control Committee and/or Declarant by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Architectural Control Committee and/or Declarant within five (5) days after written demand therefor is mailed to the Owner, the Architectural Control Committee and/or Declarant shall have the right to levy a Limited Assessment against the Owner and the Lot within the Property owned by the Owner which Limited Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Limited Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Architectural Control Committee and/or Declarant, in its sole discretion.

Section 5.13. Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 5.14. Declarant's Exemption. No Improvements constructed by Declarant on or to any portion of the Residential Property are subject to the review or approval of the Architectural Control Committee.

Section 5.15. Commercial Lot(s) Exemption. No improvements constructed by an Owner of a Commercial Lot on or to any portion of the Commercial Lot are subject to review or approval of the Architectural Control Committee.

Section 5.16. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Architectural Control Committee and/or Declarant, to be proximately caused by the deviation or violation or the costs and expenses incurred by the Architectural Control Committee and/or Declarant to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Architectural Control Committee and/or Declarant, in its sole discretion.

Section 5.17. Non-Exclusive Remedy. The right of the Architectural Control Committee and/or Declarant to levy a Limited Assessment as described in this Article shall not be deemed to be an exclusive remedy of the Architectural Control Committee and/or Declarant and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity. Nothing in this Declaration shalt prohibit an Owner from pursuing legal or equitable proceedings against any other Owner for a violation of this Declaration.

Section 5.18. Private Rights. The Declarant shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Declarant, the interests of the Declarant or a substantial number of the Owners would not be benefited thereby.

ARTICLE 6. GENERAL USES AND RESTRICTIONS APPLICABLE TO RESIDENTIAL PROPERTY

Section 6.1. Uses Generally. All Lots shall be used exclusively for those uses permitted under the Project Documents and this Declaration. No portion of the Property shall be used inconsistently with any of the Project Documents. The uses and restrictions set forth in this Article 6 shall apply solely to the Residential Property and shall not apply to the Commercial Lot(s).

Section 6.2 Improvements Generally. No Improvements shall be built, constructed, erected, maintained, placed or materially altered within the Residential Property unless and until the plans and specifications, therefor have been reviewed in advance and approved by the Architectural Control Committee in accordance with the provisions set forth herein. All

Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the property uses contemplated by this Declaration and accompanying Rules and Regulations. This Declaration is not intended to serve as authority for the Architectural Control Committee to control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use restrictions, size and height restrictions, and exterior design restrictions.

Section 6.3. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances of Local Government with respect to all or any portion of the Property.

Section 6.4. Rules and Regulations. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all Rules and Regulations.

Section 6.5 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots and no odors shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its Owners, or to any other property in the vicinity thereof or to its occupants or residents. No exterior fires, obstructions of pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its Owners or to other property in the vicinity or to its occupants or residents, or in violation of any federal, state or local law, rule, regulation or ordinance of Local Government. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. No portion of the Property shall unreasonably interfere with the quiet enjoyment of other Owners by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, electromechanical or electromagnetic disturbances, radiation, air or water pollution or which may be hazardous by reason of fire, explosion or microwave radiation. No portion of the Property may be used in a manner which may result in the unlawful discharge of toxic materials into or upon the Property.

Section 6.6. Parking. No parking shall be allowed on any portion of the Property except as permitted by the Project Documents. There shall be sufficient parking associated with the development of the Property to comply with the parking standards established by the Project Documents, including Local Government.

Section 6.7. Drainage. There shall be no alteration of or interference with the established grading or 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 Declarant and ACHD. For purpose of this Declaration, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown or described on any

grading or drainage plan approved by Declarant and ACHD, which may include drainage from Common Area over any Lot in the Property.

Section 6.8. Subdivision. No portion of the Property, including individual Lots, shall be further subdivided except in accordance with applicable law.

Section 6.9. Underground Utilities. All electrical, cable, telephone and other utilities servicing any portion of the Property shall be installed underground. Notwithstanding the foregoing, in the event Declarant is unable to obtain the necessary consents, permits and agreements to install utilities underground, the electrical, cable, telephone and other utilities now or hereafter installed by Declarant may be installed above ground.

Section 6.10. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 6.11. Insurance Rates. Nothing shall be done or kept on the Property or any Lot that will increase the rate of, or result in the cancellation of, any insurance on any other portion of the Property without the prior written approval of the Owner of such other portion, or which would be in violation of any law.

Section 6.12. Mobile Homes and Temporary Structures. No house trailer, mobile home, 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.

Section 6.13. Government Contracts. Until such tune as Declarant no longer owns any portion of the Property, no Owner may take any action which attempts to amend or otherwise interfere with any agreement between Declarant and Local Government except as expressly approved in writing by Declarant.

Section 6.14. Septic and Sewage. No septic tank or other individual sewage disposal system shall be constructed or installed on any Lot. Each Owner shall connect the appropriate facilities on such Owner's Lot to the City of Kuna sewer system and pay all charges assessed thereon.

Section 6.15. Storage of Hazardous Materials. No Owner may store any underground storage tanks, petroleum and petroleum products, asbestos, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or other materials as defined or regulated under any federal, state or local environmental laws on the Property.

Section 6.16. Setbacks. All Buildings shall be subject to the setbacks set forth in the Project Documents and/or as required by the Architectural Control Committee. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of Local Government require setbacks different than those provided herein, the more restrictive shall prevail.

Section 6.17. Mailboxes. Mail boxes shall be provided for each Lot in one or more clusters to be constructed and located by Declarant in consultation with the Postal Service. All such mailbox facilities shall be maintained by the Association.

Section 6.18. Fences. All fences within the Residential Property shall be 4 ft. wrought iron. No such fence shall extend beyond the front plane of the dwelling unit constructed or to be constructed on the Lot.

Section 6.19. Lighting. No exterior lighting shall be installed or maintained in any Lot within the Residential Property which interferes with the use and enjoyment of adjacent Lots without prior written approval of the Architectural Control Committee. All exterior lighting must be approved by the Architectural Control Committee, maintained and kept in working order, and shall be in compliance with the applicable ordinances of any Local Government. Garage lights and light posts must be on a photocell only and remain on from sunset to sunrise. Owner's are required to keep all exterior lights in working order.

Section 6.20. Rental Restriction for Residential Lots. It is the express intention of the Association to significantly limit the number of Professional Property Management companies permitted to manage Residential Rental properties in the Residential Property in order to preserve the value of the Property. The right to lease property is inherent to the ownership rights of each Owner; however, any portion of a Residential Lot must be leased and managed by a Professional Property Management Company. Accordingly, Owners are NOT permitted to manage their own Properties unless the Association consents, in writing; subsequently set conditions of approval or expiration of approval on a case-by-case basis; and subsequently enforce. All leases shall be in writing and a copy shall be provided to the Association. All leases shall be made specifically subject to the Project Documents and any failure of a tenant to comply with the Project Documents shall be a default under the lease; and, the Owner shall be liable for any violation of the Project Documents committed by any tenant of the Owner, without prejudice to the Owner's right to collect from the tenant any sums paid by the Owner on behalf of the tenant. In no event shall a tenant be considered a Member or otherwise be eligible to vote in the Association.

Section 6.21 Short Term Rental Restriction for Residential Lots. No Residential Lot shall be used at any time for commercial or business purposes, excluding home occupation businesses as allowed by any applicable zoning ordinance. No Residential Lot shall be used at any time as a venue or event space rented to third parties (e.g., rented and used by non-Owners for hosting or holding weddings, corporate retreats, seminars, or other similar gatherings of a non-residential nature). This restriction of third-party venue or event space rental use shall not be construed to prohibit or preclude Owners from hosting weddings or other parties or social gatherings where the attendees are primarily Owner family and friends, or their invitees, and the gathering is not hosted on a rental basis for pecuniary gain. No Residential Lot shall be used for short term rental purposes (e.g., AirBnb or VRBO). For purposes of this Section "short term rental" shall mean a rental period of less than ninety (90) days' duration. In the event a Lot is used for long term rental purposes (i.e., rental periods greater than

ninety (90) days' duration), Owners, as part of their rental agreement/contract, shall require their rental tenants to comply with all applicable provisions of the this Declaration, and any other rules, restrictions, and regulations concerning the use of Property within the Subdivision.

Section 6.22. Easements. No Improvements shall be placed or permitted to remain on any easement located within the Residential Property which shall interfere with the intended use or purpose of such easement, and no other activity shall be undertaken on any portion of the Residential Property which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of such easement.

Section 6.23. Animals. No animals, including, but not limited to, swine, cows, horses, birds, or insects, rabbits, of any kind shall be raised, bred, or kept on any Lot, except that no more than two (2) small dogs, cats or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owners' Lot. No Person shall permit any animal authorized hereunder to make noise that is audible outside of the Lot where such animal is permitted.

Section 6.24. Vehicles and Trailers. Trailers, travel trailers, pick-up trucks larger than one (1) ton, boats, tractors, campers, utility trailers, recreation vehicles including, but not limited to, all- terrain vehicles, motorcycles, jet skis, snowmobiles, garden or maintenance equipment and vehicles other than automobiles, shall be kept at all times in an enclosed structure and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Property. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles, such as trucks, motorcycles, and all-terrain vehicles (hereinafter "automobiles"). No other use of a garage that prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed shall be permitted and shall remain closed except when being used or for another temporary purpose. No inoperative vehicle shall be parked or stored at any time within the Property. Notwithstanding the foregoing, boats, trailers, campers, motor homes or similar recreational vehicles may be parked on a Lot in the driveway to actively load and/or unload before and after use.

Section 6.25. Energy Devices. No energy production devices, including generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Residential Property without the prior written approval of the Architectural Control Committee. This section shall not apply to passive solar energy systems incorporated into the approved design of a Building.

Section 6.26. Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be constructed or maintained on any portion of the Residential Property without the prior written approval of the Architectural Control Committee and before Owner has completed construction of a Building on their Lot. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type that is approved shall be screened by a fence, landscaping or similar structures, or as otherwise required to ensure the safety

of the residents of the Residential Property and the appearance of the Residential Property, except that screening shall not be required where any such screening would preclude the reception of an acceptable quality signal.

Section 6.27. Signs. No signs of any kind shall be displayed on or from any portion of the Residential Property unless the signage complies with the provisions of the Architectural Control Committee and the Project Documents, and/or said sign is political and in compliance with Idaho Code § 55-3209. Moreover, except as provided otherwise in a separate written agreement entered into between an Owner and an Association, the size, design, location, content and all other attributes or all signage pertaining to the sale or lease of property located within the Residential Property must first be approved, in writing, by the Architectural Control Committee. All signage shall be of consistent font, size and placement. In addition, not more than one marketing sign shall be allowed on any Lot at any one time advertising the Residential Property for sale or rent or to advertise the Property during the course of construction.

Section 6.28. Sports Equipment. No installation of any sporting item (including but not limited to basketball hoops, goals, nets, courts, etc.) shall be installed without written approval of the Architectural Control Committee.

Section 6.29. Subdividing. No 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 consent of the Architectural Control Committee; provided, however, that nothing herein shall be deemed to prevent an Owner from (i) transferring or selling any 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; (ii) leasing the Lot in its entirety consistent with this Declaration; or (iii) require the approval of the Architectural Control Committee with respect to items (i) or (ii). In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein. Notwithstanding the foregoing, the Declarant shall have the right, prior to the sale of a Lot to an Owner, to subdivide a Lot. In addition, the Declarant shall have the right to make lot line adjustments with respect to any Lot(s) when determined necessary by the Declarant and such lot line adjustments are made in compliance with Governmental Requirements.

Section 6.30. Maintenance. Each Owner shall: improve, repair and maintain the landscaping of their Lot(s); maintain and keep the interior of their Building in good order and repair, including the interior of any garage, and any patio, deck or balcony; to maintain the heating, ventilating and air conditioning equipment and systems, and the plumbing and electrical equipment, systems and facilities serving their Building; and otherwise insure, repair, and maintain their Lot and Building in accordance with this the Declaration. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of Declaration.

ARTICLE 7. SPECIFIC USES AND RESTRICTIONS APPLICABLE TO RESIDENTIAL PROPERTY

Section 7.1. Commercial Use Restrictions of Residential-Only Properties. No Owner shall use their Residential Property for business or commercial use; except that, they may conduct limited business activities through a "home office" provided employees/subcontractors do not work within their Building and such activities do not increase the burden on the public or private streets within the Residential Property, which the Association may monitor and determine in its sole discretion.

Section 7.2. Private Road. Lot 13, Block 2 of the Property, designated as E. Jackpot Ln., and Lot 20, Block 1, designated as N. Bay Haven Ln., with a portion thereof which is designated as E. Cottage Ln., are hereby established and maintained by the Association as private road easements for perpetual right of ingress and egress burdening and benefitting the Owners of Lots 2-12, and 14-24, Block 2 of the Property, and the Owners of Lots 2-12 and 16-18, Block 1 which shall run with the land. The cost of maintenance, repair and replacement of said private roads shall be a Special Assessment apportioned equally to the Owners of Lots 2-12 and 14-24, Block 2, and Owners of Lots 2-12 and 16-18, Block 1 of the Property. This covenant cannot be amended, modified, or terminated without the express consent of the Association and Local Government, if applicable.

ARTICLE 7A. SPECIFIC USES AND RESTRICTIONS APPLICABLE TO COMMERCIAL LOTS

All Commercial Lots shall be used exclusively for those uses permitted under the Project Documents and the Commercial CC&Rs. No portion of the Commercial Lots shall be used in a manner inconsistent inconsistently with any of the Project Documents or this Declaration. Except as expressly provided herein or as otherwise set forth in the Project Documents or the Commercial CC&Rs, the Commercial Lots shall not be subject to any restrictions contained in this Declaration.

ARTICLE 8. ASSESSMENTS

Section 8.1. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay, when due, all Assessments levied by the Association. All such Assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is levied and shall also be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. The lien shall not be affected by a conveyance of title. No Owner may waive or otherwise avoid liability for any Assessment by non-use of Common Area or by abandonment of such Owner's Lot.

Section 8.2. Regular Assessment. Regular Assessments shall be levied by the Association at times and intervals deemed appropriate based upon advance estimates of cash requirements for the maintenance and operation of the Common Area and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, Governmental Requirements, premiums for all insurance which the Association is required or permitted to maintain, landscaping and care of grounds, legal and accounting fees, and any deficit remaining from previous periods.

Section 8.3. Special Assessment. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes: (i) to defray, in whole or in part, the cost of any construction or reconstruction of Improvements on Common Area, unexpected repair or replacement of Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service (other than those appropriate for Limited Assessments) or for any other expenses incurred or to be incurred by the Association; and (ii) to defray a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Association.

Section 8.4. Uniform Rate or Assessment. Except as expressly provided or permitted otherwise in this Declaration, Regular and Special Assessments of the Association shall be established at a uniform rate for all Lots, based on each Lot's percentage of total ownership interest in the Property. Notwithstanding the foregoing, Commercial Lots shall be assessed only in proportion to their actual use or benefit from the Irrigation System, and shall not be subject to other Regular or Special Assessments unless specifically provided in this Declaration or the Project Documents.

Section 8.5. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

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

8.5.2. Correction of Violations. In addition to maintenance and repair, the Association, upon the failure or refusal of an Owner to correct a violation of this Declaration or other Rules and Regulation, shall have the power to correct any violation

on a Lot or an Improvement on a Lot. The cost of such corrective action, together with interest, related expenses and attorney's fees shall be assessed and collected as set forth in this Declaration.

8.5.3. Initiation and Transfer Assessment. Upon the initial conveyance by Declarant, the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of $500.00; and upon each subsequent transfer of each Lot, the purchaser thereof shall pay a Transfer Assessment to the Association in the amount of $375.00.

Section 8.6. Declarant's Obligation for Assessments. Until the Class B Member Termination Date, Declarant may annually elect to either pay Regular Assessments and Special Assessments for each Lot within the Property owned by Declarant, or to pay an amount equal to the operating expenses shortfall of the Association. Declarant's obligations and/or payments hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

Section 8.7. Assessment Period. The Assessment period shall be determined by the Association. The first Assessment, when levied, shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing mt the sale of a Lot, at the discretion of the Board.

Section 8.8. Notice and Assessment Due Date. Except with regard to the first Assessment, thirty (30) days prior written notice of Regular Assessments and Special Assessments shall be sent by the Association to the Owner of every Lot subject thereto, and to any Person in possession of such Lot. With regard to a Limited Assessment, fourteen (14) days prior written notice shall be sent by the Association to the Owner upon whose Lot the Limited assessment is subject thereto, and to any Person in possession of such Lot. Payments of all Regular Assessments shall be quarterly unless otherwise determined by the Association, but no less than annually. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of each calendar month unless some other due date is established by the Association. An Assessment, once levied, shall become delinquent if not paid within thirty (30) days after the due date thereof. An Assessment not paid when due shall incur late charges end bear interest at an annual rate set by the Board from time to time; or if none is so set, a late charge equal to two percent (2.00%) of the delinquent Assessment plus $25 per week until paid and annual interest at twelve percent (12.00%). Such interest shall commence on the date the Assessment becomes due and payable and shall accrue to and including the date that full payment is received by the Association. The right of the Association to charge interest shall be in addition to, and not in lieu of, any late charge or any other right of enforcement or sanction available to the Association in the event of non-payment of all Assessment. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

Section 8.9. Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the Person making such request a written statement stating whether or not, to the knowledge of the Association, a particular 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, and certifying to such other matters as the Board deems reasonable. Any such certificate delivered may be relied upon only by a prospective purchaser or Mortgagee of the Owner's Lot. Reliance on such certificate may not extend to any default as to which the signor had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

Section 8.10. Right to Enforce. The right to collect and enforce payment of the Assessments is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration or other Rules and Regulations, the Owner against whom such enforcement is sought shall pay reasonable attorney's fees and all other costs and fees in connection therewith.

Section 8.11. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior to and superior to all other liens or claims created subsequent to the recordation of this Declaration except for: (i) a valid real property tax: lien imposed by the government and other government assessments or liens; (ii) a lien for all sums unpaid to a Mortgagee with secured real property duly recorded in Ada County, Idaho; and (iii) liens of mechanics and materialmen under Chapter 5 of Title 45 of the Idaho Code. All other lienholders acquiring liens on any Lot after recordation of this Declaration shall be inferior liens to the lien for Assessments in favor of the Association, whether or not consent is set forth in the instruments creating other such liens.

Section 8.12. Enforcement. Upon the failure of any Owner to pay an Assessment, the lien for Assessments herein created may be enforced by the sale of such Owner's Lot conducted in the manner provided by law for the exercise of the power of sale in deeds of trust or in any other manner elected by the Board pursuant to applicable Rules and Regulations. In any such foreclosure, the Owner shall be required to pay the costs and expenses associated therewith, including all attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any Assessments against the Lot arising during the proceedings.

Section 8.13. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or equity.

ARTICLE 9. INSURANCE

Section 9.1. Power to Obtain Insurance Coverage. The Association shall have the power to obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho:

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

9.1.2. Public Liability. Comprehensive public liability insurance insuring the Association, the Declarant, and tile individual Owners and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common area. Limits of liability of such coverage shall be as determined by the Board.

9.1.3. Errors and Omissions. Full coverage directors and officer's liability insurance in an amount determined by the Board.

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

Section 9.2. Use and Control of Insurance Proceeds. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Assessments levied by the Association. The Association shall be deemed trustee of the interests of all Owners or Members in connection with any insurance proceeds under such policies and shall have full power to receive such proceeds and to deal therewith as it deems pertinent and advisable. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages. Each policy of insurance shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Association and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

Section 9.3. Owner's Insurance. Each Owner shall keep and maintain its own liability insurance coverage with respect to its Lot as well as all insurance relating to its personal property and personal liability. Each insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Declaration. All such insurance obtained by an Owner shall

waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them. If any Improvement located on an Owner's Lot is destroyed by any casualty, the Owner of such Lot shall promptly restore such Improvement, at such Owner's cost, to its original condition.

ARTICLE 10. MORTGAGE PROTECTION

No amendment of this Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary thereunder in a Lot that is made in good faith and for value and recorded prior to the recordation of such amendment; provided that, such Lot shall, notwithstanding the exercise of any rights by Mortgagee, remain subject to this Declaration. Mortgagees shall not be required to collect Assessments on behalf of the Association; however, the lien for Assessments shall be subordinate to the lien of any first position Mortgagee. The Association shall have no obligation to provide a Mortgagee with a copy of any notice of default by Owner of any terms of this Declaration unless and until Mortgagee furnishes to the Association written notice containing: the name and address of said Mortgagee; a legal description of the Lot subject to any encumbrance held in favor of Mortgagee; the name and address of the Owner; a copy of the document creating the encumbrance showing the date filed of record in Ada County, Idaho; and the signature of the Mortgagee or authorized agent of the Mortgagee.

ARTICLE 11. OWNERS' ACKNOWLEDGMENTS

The following acknowledgments identify additional information currently known by Declarant about the Project that each Owner should consider when purchasing a Lot in the Project. Each Owner hereby, and by accepting a deed to any Lot, acknowledges the following:

Section 11.1. Uses Within Property. The Project is a mixed use commercial and residential development. Declarant has the right to develop the Property in accordance with existing development approvals obtained from Local Government, as such approvals may be amended or changed from time to time. Declarant makes no guaranties, representations or warranties as to the types of businesses that may be located on the Property from time to time or the times of operation of such businesses.

Section 11.2. Phased Development. That development of the Property will be phased over time and construction activities will be present on the Property throughout the development process. Declarant cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of Local Government or how such requirements may impact the future plans to develop the Property. Owner recognizes that development of the Property may change from time to time in Declarant's discretion, and no Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property or any additional property annexed to the Property end that this acknowledgement and agreement is material consideration to Declarant.

Section 11.3. Due-Diligence; Acceptance of Lots "As-Is". That the information contained in or referenced by this Declaration is not a complete or exhaustive collection of

information about Merlin Cottages Subdivision or any Lot within the Property. Each prospective owner must conduct a full and complete due diligence of Merlin Cottages Subdivision and any Lot therein to such prospective owner's satisfaction. Unless otherwise set forth in a written agreement signed by Owner and Declarant, Owner has accepted title to the Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes the Lot(s) "AS-IS, WHERE IS."

Section 11.4. No Representations or Warranties. Each Owner acknowledges that no representations or warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document exist between Declarant and an Owner. **Each Owner understands that the acknowledgments in this ARTICLE 11 may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Declarant cannot control events occurring after the date of this Declaration and may not be aware of certain issues existing at this time, including future development requirements of governmental or municipal organizations claiming jurisdiction over the Project, or how such requirements may impact the future Development Agreements of the Project.**

ARTICLE 12. DECLARANT'S RIGHTS AND RESERVATIONS

Section 12.1. Declarant's Right of Development. Nothing contained in this Declaration shall limit the right of Declarant to grant licenses, to reserve or grant rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable, in Declarant's discretion, in the course of development of the Property or the Project. Declarant's rights shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the development of the Property and disposing of the same by sales, lease or otherwise. Declarant shall have the right at any time prior to conveyance of title to a Lot, to grant, establish and/or reserve on that Lot additional licenses, reservations, easements and rights-of-way to Declarant, to utility companies, or to others as may from time to time be necessary, in Declarant's discretion, for the proper development of the Property. Anything in this Declaration to the contrary notwithstanding, Declarant need not seek or obtain Association or other approval of any Improvement constructed or placed by Declarant or its affiliated entities, on any portion of the Property. The rights of Declarant hereunder may be assigned by Declarant to any successors and assigns of Declarant's interests in or to any portion of the Property, by an express written assignment recorded in the Ada County Recorder's Office.

Declarant, in Declarant's discretion and in accordance with the Project Documents, may amend and modify the Development Agreement. By acceptance of a deed to any portion of the Property, or by executing this Declaration as a party hereto, each Owner of any Property in the Project acknowledges and agrees that: (i) the Development Agreement for the Property may be amended, modified or changed in Declarant's discretion (including the development as commercial properties of any Lots that had been shown in a previous Development Agreement as residential properties, and/or the development as residential properties of any Lots that had been shown in a

previous Development Agreement as commercial properties); and (ii) no Owner shall object to or oppose any development of any portion of the Property, or other property owned by Declarant and annexed to the Property. Each Owner's agreement not to object to or oppose the development matters set forth in the preceding sentence is a material consideration to the conveyance of any portion of the Property by Declarant to such Owner and to Declarant's willingness to undertake the development of the Project set forth in the Project Documents.

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

Section 12.2. Right to Grant Exclusive Use. At any time and from time to time, Declarant may grant exclusive use rights to the Owners or Occupants of Commercial Lots, binding on all Owners subject thereto; provided, such grant of exclusive use rights do not restrict or prevent current operating uses of existing Occupants. Any grant of exclusive use rights shall be effectuated by a written amendment to this Declaration signed and acknowledged by Declarant, in recordable form, and shall be effective when recorded in the official records of Ada County, Idaho. Such recordation shall be deemed to be effective when, and deemed sufficient legal notice to, the Owners subject to and/or affected by such grant of exclusive use rights. All Owners subject to, or restricted by, any exclusive use rights shall, are bound upon such notice, accordingly to its terms, and shall not violate or permit their Occupants to violate any such exclusive use provisions made or granted therein.

Section 12.3. Declarant's Reservation of Mineral Rights. Declarant owns all minerals that are appurtenant to the property. Declarant hereby reserves all right, title and interest in and to all minerals appurtenant to the Property and, accordingly, no Owner shall have any right, title or interest in or to any of said minerals. All conveyances by Declarant of any Lot or any other portion of the Property made after the date this Declaration is recorded (or made prior to the recording of this Declaration, in the case of any conveyance by Declarant to any Person that is a party to this Declaration) shall be construed to reserve unto Declarant all of the minerals appurtenant to the Property, even if no specific reference to a reservation of such minerals appears in the deed or other instrument of conveyance.

Section 12.4. Declarant's Reservation of Water Rights. Declarant owns all water rights that are appurtenant to the Property and hereby reserves any and all water rights appurtenant to the Property; accordingly, no Owner shall have any right, title or interest in or lo any of said water rights. All conveyances by Declarant of any Lot or any other portion of the Property made after the date this Declaration is recorded (or made prior to the recording of this Declaration, in the case of any conveyance by Declarant to any Person that is a party to this Declaration) shall be construed to reserve unto Declarant all of the water rights described herein, even if no specific reference to a reservation of such water rights appears in the deed or other instrument of conveyance.

Section 12.5 Right of Declarant to Annex Other Properties. Declarant may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person (other than the title holder of such additional real property), elect to bring additional real property (whether or not owned by Declarant) within the jurisdiction of this Declaration; provided, however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Declarant is not obligated in any manner by this Declaration to annex additional real property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Declarant may decline to exercise the rights granted in this Declaration or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property or be included within the jurisdiction of this Declaration without the prior written approval of Declarant.

12.5.1. Right of Declarant to Remove Properties. Declarant may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person, elect to remove any portion of the Property owned by Declarant from the jurisdiction of this Declaration.

12.5.2. Supplement for Annexed Property. The removals or additions authorized by the provisions of this Article shall be made by recording in the Ada County Recorder's Office a supplement to this Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Declaration to the property to be annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Declarant. Upon recording, the provisions of this Declaration (except as modified, altered, limited or supplemented) shall apply as of the effective date of this Declaration.

ARTICLE 13. EASEMENTS

Section 13.1. Easements of Record or in Use. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to all other easements now or hereafter of record or in use.

Section 13.2. Easements or Encroachment. Each Owner, as grantor, hereby grants to all Owners a reciprocal appurtenant easement of encroachment as between each Lot and such portion or portions of Common Area adjacent thereto, or as between adjacent Lots, due to the unwilful placement or settling or shifting of the Improvements, including structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. An easement of encroachment shall be valid only so long as the encroachment exists, and the rights and obligations of Owners shall not be altered in any way because of encroachments, or the settling or shifting of the Improvements; provided, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event an improvement on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the destruction may be reconstructed.

Section 13.3. Easements of Access. Each Owner, as grantor, hereby grants to all Owners, for the benefit of all the Property, reciprocal easements of ingress and egress for all Owners to and

from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots and Common Area resulting from the normal use of adjoining Lots and Common Area (provided that such drainage is in accordance with an established drainage pattern), and for necessary maintenance and repair of any Improvement, including fencing, retaining walls, lighting facilities, sidewalk abutments, trees and landscaping.

Section 13.4. Sanitary Sewer Easements. There is hereby granted to the City of Kuna a perpetual non-exclusive easement for the purpose of maintaining, repairing or replacing those portions of the sanitary sewer system which run on, over, across, under and through the Property or any portion thereof. Any damage sustained to Improvements on the Property or any portion thereof as a result of the legitimate use of the easement area shall be the obligation of the Association (subject to a Special Assessment or Limited Assessment), unless otherwise set forth in a written agreement with the City of Kuna.

Section 13.5. Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant or any Owner for the installation and maintenance of utility systems and drainage facilities that are required for the development of the Property. In addition, there is hereby reserved by and granted to Declarant the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property.

Section 13.6. Rights and Duties Concerning Utility Easements. Wherever utility connections are installed within the Property, which connections or any portions thereof lie in or upon any Lot owned by an Owner other than the Owner of the Lot served by the connections, each Owner of a Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Lot or to have their agent enter upon any Lot, in or upon which said connections or any portion thereof lie, but not inside a Building, to repair, replace and generally maintain the connections as and when it may be necessary; and whenever utility connections are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

Section 13.7. Declarant's Rights Incident to Construction. There is hereby reserved by and granted to Declarant a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of Improvements on the Properly owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to another Owner's Lot.

Section 13.8. Easements that Follow Conveyances. All conveyances of any Lot or any other portion of the Property made after the date this Declaration is recorded (or made prior to the recording of this Declaration in the case of any conveyance to any Person that is a party to this

Declaration), shall be construed to grant and reserve the easements identified in this Declaration, even if no specific reference to such easements appears in the deed or other instrument of conveyance. Whenever an easement is reserved to or by, or in favor of, Declarant herein, said easement shall also be reserved (and granted) to, and in favor of, Declarant's successors and assigns.

Section 13.9. Reservation Associated with Expansion. There is hereby granted to and reserved by Declarant and granted to the Owners of all Lots within the Property and to certain Owners of property not presently located within the boundaries of the Property (as the same are hereafter identified by Declarant) a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of Common Area in connection with the expansion of the Property (e.g., the annexation of additional property into the Property). The location of these easements and rights-of-way must be approved by Declarant in writing by a recorded instrument.

Section 13.10. Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

Section 13.11. Installation and Repair Easement. An easement is hereby reserved by and granted to Declarant, which may be further transferred to, and for the benefit of, the Association, and their respective officers, agents, contractors, employees., and assigns, upon, across, over, through and under the Property as may be necessary or appropriate to perform any installation, construction, maintenance, inspection, operation, repair or replacement of any Improvement associated with any of the easements, duties and functions that Declarant or the Association is obligated or permitted to perform pursuant to the Project Documents (including this Declaration).

Section 13.12. Development Easements Reserved to Declarant. An easement is hereby reserved by and granted to Declarant over, under, through and across the Property for the use, access to and development of the Property as depicted in the Development Agreement. This easement includes, but is not limited to, a right of ingress and egress over such Property as is required by Declarant for construction of roads and for tying in and installation of utilities on the Property. Declarant further reserves (and is hereby granted) the right and power to grant and record specific easements as may be necessary, in Declarant's discretion, in connection with the orderly development of the Property.

Section 13.13. Pressurized Irrigation System Easement. An easement is hereby reserved by and granted to Declarant, which may be further transferred to, and for the benefit of, the Association, upon, across, over, through and under the Property as may be necessary or appropriate for the installation, construction, maintenance, inspection, operation, repair or replacement of any Improvement associated with the Irrigation System.

Section 13.14. Common Access Easement for Commercial Lots. An easement is hereby reserved and granted to the Owners of Lots 14 and 15, Block 1, their respective tenants, contractors, employees, agents, customers, licensees, and invitees, and the subtenants, contractors, employees, agents, customers, licensees, and invitees of such tenants, for the benefit of Lots 14

and 15, Block 1 (collectively, the "Commercial Lots"), as grantees, a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic, specifically including use of the right-in/right-out driveway located on Lot 14 and for vehicular parking (except that employees must park on their employer's Commercial Lot) over, across, and upon that portion of Lot 14 designated for the access easement. The location of the easement on Lot 14 may be adjusted as reasonably necessary to accommodate final site improvements, building placement, or safety requirements, provided that reasonable access to both Commercial Lots is maintained at all times. This easement is appurtenant to the Commercial Lots and shall run with the land, binding and benefiting all successors and assigns.

ARTICLE 14. STORM WATER DRAINAGE FACILITIES

Section 14.1. Dedication or Storm Water Drainage System. Storm drain facilities within the Project shall be located within the ACHD rights of way and/or as depicted and described on the Plat. Said easement and storm water drainage system are hereby dedicated to the Ada County Highway District ("ACHD") pursuant to Idaho Code 40-2302 and shall remain free of all obstructions which may adversely affect the operation and maintenance of the storm drainage facilities.

Section 14.2. Government Requirement-Storm Drainage Maintenance. Maintenance of all the storm drain management facilities within the public rights of way shall be the responsibility or ACHD. Surface maintenance (grass, trees, shrubs, etc.) of the storm water management facilities outside the public rights of way (i.e., common areas, swales; seepage trenches, storm ponds, park/detention areas, etc., hereinafter "Storm Water Drainage System") is the responsibility of the Association. The Storm Water Drainage System is subject to ACHD easements, if any, shown on the recorded Plat. The primary purpose of the Storm Water Drainage System is for the management of storm water. ACHD has the right to inspect such facilities, and if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Association for the costs of any required maintenance or repairs where the Association has failed to adequately maintain the surface areas that are part of the storm water treatment/detention area(s) within the Project, including the use of liens and/or assessments of maintenance costs against the Lots within the Project. The Association shall maintain a Storm Drainage Facility Operations and Maintenance Manual containing a stamped and approved construction plan for the Project showing the location of Stom, Water Drainage System, a copy of the final plat, engineering drawings showing the detail of Storm Water Drainage System that receives ACHD drainage and states that the Association shall be responsible for maintaining the same, a written description of the maintenance required by the Owners, an itemized estimate of the annual operating and maintenance costs of the Association. The *Storm Drainage Facility Operations and Maintenance Manual* shall also state that any additions to or Improvements within the storm drain facilities, such as park benches or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the storm drain facilities are required and that the replacement of those items shall be the financial responsibility of the Association. Any changes or modifications to the Storm Water Drainage System above and beyond the improvements shown on the ACHD approved storm drain plans for the Project as set forth in the Storm Drainage Facility

Operations and Maintenance Manual shall require the prior approval of ACHD and any other governmental entity having jurisdiction of the Project. ACHD shall have the right to levy assessments upon the Association for the reasonable costs of all required maintenance and repairs to the Storm Water Drainage System. ACHD shall be entitled to a continuing lien against all Lots for such unpaid assessments for maintenance and repair to the Storm Water Drainage System.

ARTICLE 15. GENERAL

Section 15.1. Assignment by Declarant. Any or all rights, powers and reservations of Declarant contained in this Declaration may be assigned to any other Person that contemporaneously agrees to assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon such Person evidencing its agreement in writing (in an instrument that is recorded in the Ada County Recorder's Office) to accept such assignment and to assume and perform such duties, such Person shall have the same rights and powers and be subject to the same obligations and duties as are given to and undertaken by Declarant herein, so long as such assignment is not prohibited by law.

Section 15.2. Consents Required. Any agreements, approvals or comments required or contemplated herein must be in writing and executed by the Person whose consent, approval or agreement is required. In no event shall an Owner's required consent or approval be unreasonably withheld, conditioned or delayed. In the event the consent or approval of the Association is required for any activity, Improvement or otherwise, in addition to any Owner's approval or consent, the consent or approval of the Association shall establish a rebuttable presumption that an Owner's refusal to provide (or the imposition of conditions or delays in providing) the required consent or approval is unreasonable.

Section 15.3. Exhibits. The exhibits attached to this Declaration are hereby incorporated into the text of this Declaration and made a part hereof by this reference.

Section 15.4. Notices. Any notice, request, demand, claim, appeal or other communication permitted or required to be delivered hereunder shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy- two (72) hours after the same has been deposited in the United States Mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

Section 15.5. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration end any or all enforcement procedures in law and equity.

Section 15.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho and in accordance with the following provisions of construction:

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

15.6.2. Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein. In the event a governmental rule, regulation, law or ordinance would render a part of this Declaration unlawful, that portion shall be deemed to be amended to comply with. the applicable rule, regulation, law or ordinance, and in such instance, the more restrictive rule, regulation or ordinance shall apply.

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

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

15.6.5. No Third-Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any Person not an Owner, unless otherwise expressly provided herein.

15.6.6. No Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners.

Section 15.7. Remedies Cumulative. The failure of any Owner to comply with any provision of the Project Documents, is hereby declared to be a nuisance and also a violation of this Declaration and will give rise to a cause of action in any Owner (including a Declarant) and the Association for recovery of damages or for negative or affirmative injunctive relief or both. Each remedy provided herein is cumulative and not exclusive.

Section 15.8. Indemnification of Board and Architectural Control Committee. Each member of the Board and each member of the Architectural Control Committee shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a

member of the Board or the Architectural Control Committee or any settlement thereof, whether or not said person is a member of the Board or Architectural Control Committee at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the Architectural Control Committee approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Association or prior thereto during the, period the Declarant is exercising the powers of the Association.

Section 15.9. Enforcement.

15.9.1. Remedies. The failure of any Owner to comply with any provision of this Declaration, or of any local law, ordinance, or regulation of Local Government pertaining to the ownership, occupation or use of any Residential Property or Commercial Lot, is hereby declared to be a violation or this Declaration and will give rise to a cause of action by Declarant, the Association or any Owner of a Lot within the Residential Property, or Commercial Lots, for recovery of damages, for negative or affirmative injunctive relief, and/or the enforcement procedures set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive.

15.9.2. Non-Waiver. The failure of the Declarant, the Association or any Owner in any one or more instances to insist upon the strict performance of any of the provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver of the right to enforce any such provision.

Section 15.10. Attorney's Fees. In the event any Person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

Section 15.11. Force Majeure. The period of time provided in this Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, acts of war or terrorism, the elements or acts of God, refusal or failure of Local Government to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

Section 15.12. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of

this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 15.13. Amendment. This Declaration, other than those provisions prohibited by law, may be amended during the first twenty (20) year period by a document signed and acknowledged by Owners representing not less than ninety percent (90%) of the Residential Property, except that Declarant may amend this Declaration at any time before the Class B Member Termination Date without the consent of any Owners or the Association. Any Amendment made by the Declarant shall be retroactive to the date of this Declaration, to the extent allowable by law. No amendment to this Declaration shall be effective until recorded. Notwithstanding the foregoing, any amendment that would materially affect the rights or interests of the Commercial Lots shall also require the written consent of the Owners of the Commercial Lots to be effective.

Section 15.14. Covenants Run with the Land. This Declaration (the terms, covenants, conditions, easements, and restrictions set forth herein): shall run with the land constituting the Residential Property and Commercial Lots, and with each estate therein, and shall be binding upon all Persons having or acquiring any right, title, or interest in the Residential Property, Commercial Lots, or any lot, parcel, or portion thereof; shall inure to the benefit: of every lot, parcel, or portion of the Residential Property, Commercial Lots and any interest therein; and shall inure to the benefit of, and be binding upon, Declarant, and its successors in interest. Unless otherwise limited or expanded by this Declaration, this Declaration shall run with and bind the Residential Property and Commercial Lots for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

ARTICLE 16. SIGNATURE OF DECLARANTDECLARANT:

MERLIN POINTE LLC
An Idaho limited liability company
Its: Managing Partner

By: Scott Nicholson, Managing Partner

State of Idaho)
) ss.
County of Ada)

This record was acknowledged, signed, and sworn to (or affirmed) before me on this 24 day of November, 2025 by Scott Nicholson.

KACI MARSHALL
COMMISSION # 20250192
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 1/13/2031

Notary Public for Idaho
Commission Expires: 1/13/2031

Exhibit 1 - Legal Description of Property
Exhibit 2 - Depiction of Property and Designated Areas in Project
Exhibit 3 - Final Plat Showing Merlin Cottages Subdivision

Exhibit 1
Legal Description of Property

A RESUBDIVISION OF ALL OF LOT 1, BLOCK 1; AND PORTIONS OF LOTS 2 AND 3, BLOCK 1 OF MERLIN POINTE SUBDIVISION NO. 1, AS SHOWN IN BOOK 115 OF PLATS ON PAGES 17375 THROUGH 17378, RECORDS OF ADA COUNTY, IDAHO, BEING LOCATED IN THE SE ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SE ¼, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SE ¼ BEARS S 88°38'59" E A DISTANCE OF 2667.49 FEET;

THENCE S 88°38'59" E ALONG THE SOUTHERLY BOUNDARY OF SAID SE ¼ A DISTANCE OF 652.40 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY BOUNDARY N 1°21'01" E A DISTANCE OF 60.00 FEET TO A BRASS CAP MONUMENT MARKING THE SOUTHWESTERLY CORNER OF SAID MERLIN POINTE SUBDIVISION NO. 1 AND THE INITIAL POINT OF SUNBIRD VILLAGE SUBDIVISION NO. 1, AS SHOWN IN BOOK 70 OF PLATS ON PAGES 7232 AND 7233, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE N 1°17'30" E ALONG THE WESTERLY BOUNDARY OF SAID MERLIN POINTE SUBDIVISION NO. 1, THE EASTERLY BOUNDARY OF SAID SUNBIRD VILLAGE SUBDIVISION NO. 1, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF SUNBIRD VILLAGE SUBDIVISION NO. 2 AS SHOWN IN BOOK 84 OF PLATS ON PAGES 9407 AND 9408, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 479.45 FEET TO A POINT MARKING THE NORTHWESTERLY CORNER OF LOT 3 OF BLOCK 1 OF SAID MERLIN POINT SUBDIVISION NO. 1;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES:

THENCE S 88°42'30" E A DISTANCE OF 115.40 FEET TO A POINT;

THENCE N 40°59'50" E A DISTANCE OF 21.01 FEET TO A POINT ON A CURVE;

THENCE A DISTANCE OF 50.33 FEET ALONG THE ARC OF A 75.50 FOOT RADIUS NON-TANGENT CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 38°11'28" AND A LONG CHORD BEARING S 69°36'46" E A DISTANCE OF 49.40 FEET TO A POINT OF TANGENCY;

THENCE S 88°42'30" E A DISTANCE OF 448.14 FEET TO A POINT;

THENCE S 38°30'50" E A DISTANCE OF 27.34 FEET TO A POINT;

THENCE S 1°17'30" W A DISTANCE OF 334.89 FEET TO A POINT OF CURVATURE;

THENCE A DISTANCE OF 16.45 FEET ALONG THE ARC OF A 42.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 22°26'44" AND A LONG CHORD BEARING S 12°30'52" W A DISTANCE OF 16.35 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 22.33 FEET ALONG THE ARC OF A 57.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 22°26'44" AND A LONG CHORD BEARING S 12°30'52" W A DISTANCE OF 22.19 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID LOT 3, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF LOT 1 OF BLOCK 1 OF SAID MERLIN POINTE SUBDIVISION NO. 1 S 1°17'30" W A DISTANCE OF 86.41 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1 N 88°38'59" W A DISTANCE OF 633.64 FEET TO THE **POINT OF BEGINNING.**

EXCLUDING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL BEING A PORTION OF LOTS 2 AND 3, BLOCK 1 OF MERLIN POINTE SUBDIVISION NO. 1, AS SHOWN IN BOOK 115 OF PLATS ON PAGES 17375 THROUGH 17378, RECORDS OF ADA COUNTY, IDAHO, BEING LOCATED IN THE SE ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SE ¼, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SE ¼ BEARS S 88°38'59" E A DISTANCE OF 2667.49 FEET;

THENCE S 88°38'59" E ALONG THE SOUTHERLY BOUNDARY OF SAID SE ¼ A DISTANCE OF 652.40 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY BOUNDARY N 1°21'01" E A DISTANCE OF 60.00 FEET TO A BRASS CAP MONUMENT MARKING THE SOUTHWESTERLY CORNER OF SAID MERLIN POINTE SUBDIVISION NO. 1 AND THE INITIAL POINT OF SUNBIRD VILLAGE SUBDIVISION NO. 1, AS SHOWN IN BOOK 70 OF PLATS ON PAGES 7232 AND 7233, RECORDS OF ADA COUNTY, IDAHO;

THENCE N 1°17'30" E ALONG THE WESTERLY BOUNDARY OF SAID MERLIN POINTE SUBDIVISION NO. 1, THE EASTERLY BOUNDARY OF SAID SUNBIRD VILLAGE SUBDIVISION NO. 1, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF SUNBIRD VILLAGE SUBDIVISION NO. 2 AS SHOWN IN BOOK 84 OF PLATS ON PAGES 9407 AND 9408, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 479.45 FEET TO A POINT MARKING THE NORTHWESTERLY CORNER OF LOT 3 OF BLOCK 1 OF SAID MERLIN POINT SUBDIVISION NO. 1;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 3 S 88°42'30" E A DISTANCE OF 115.40 FEET TO A POINT;

THENCE LEAVING SAID NORTHERLY BOUNDARY S 24°38'13" E A DISTANCE OF 20.06 FEET TO THE **POINT OF BEGINNING** OF THIS EXCLUSION PARCEL;

THENCE S 88°42'30" E A DISTANCE OF 100.83 FEET TO A POINT;

THENCE S 1°17'30" W A DISTANCE OF 62.00 FEET TO A POINT;

THENCE N 88°42'30" W A DISTANCE OF 81.00 FEET TO A POINT OF CURVATURE;

THENCE A DISTANCE OF 20.30 FEET ALONG THE ARC OF A 54.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°32'37" AND A LONG CHORD BEARING S 80°31'11" W A DISTANCE OF 20.19 FEET TO A POINT;

THENCE N 1°17'30" E A DISTANCE OF 65.77 FEET TO THE **POINT OF BEGINNING.**

THIS PARCEL CONTAINS 6.90 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE OWNER(S) HEREBY CERTIFY THAT SURFACE WATER FOR IRRIGATION IS REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THAT THEY ARE IN COMPLIANCE WITH SECTION 31-3805, IDAHO CODE.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE PRIVATE ROADS AND THE PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

Exhibit 2

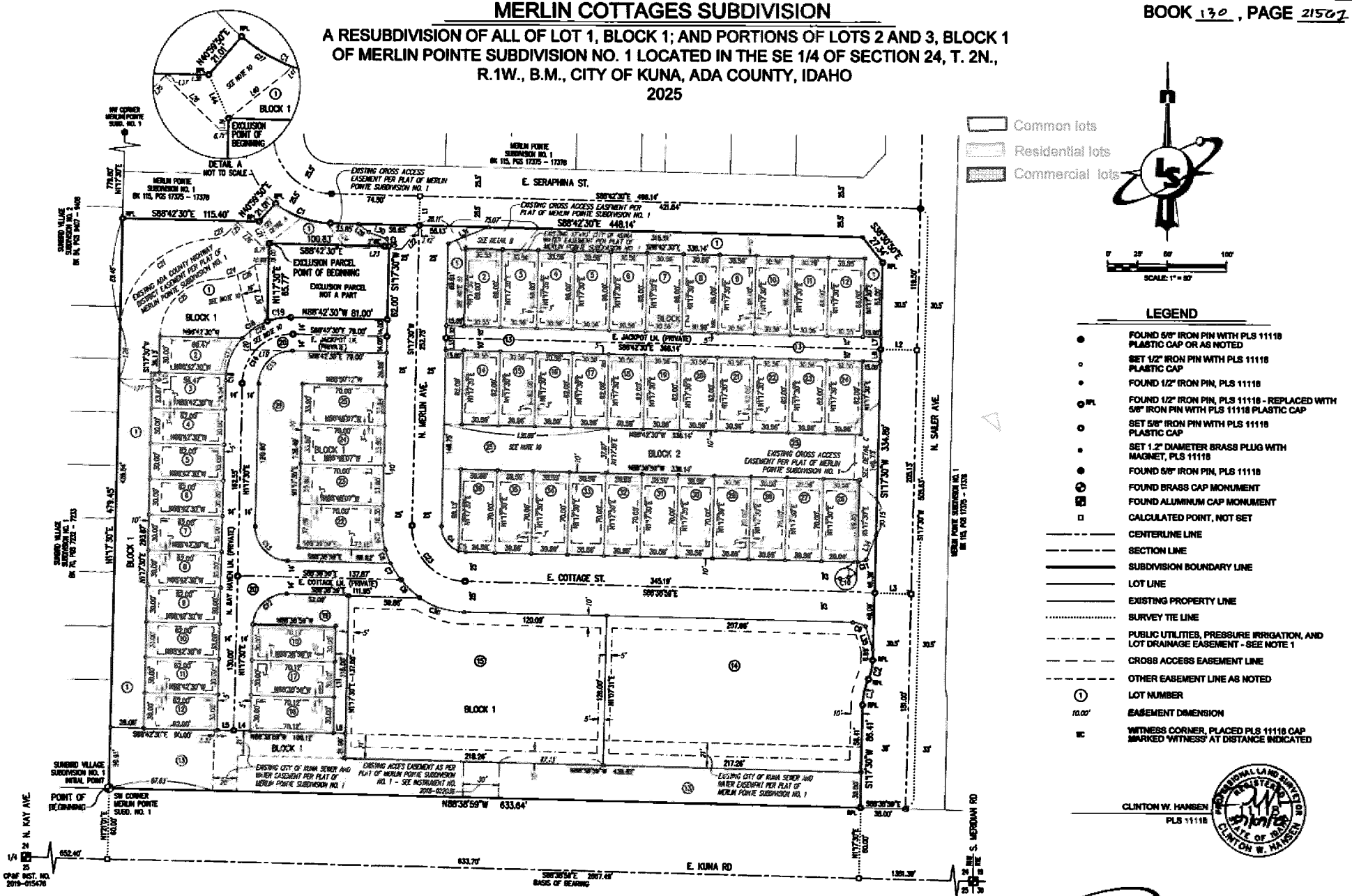
Depiction of Property and Designated Areas in Project

MERLIN COTTAGES SUBDIVISION

BOOK 130 , PAGE 21507

A RESUBDIVISION OF ALL OF LOT 1, BLOCK 1; AND PORTIONS OF LOTS 2 AND 3, BLOCK 1 OF MERLIN POINTE SUBDIVISION NO. 1 LOCATED IN THE SE 1/4 OF SECTION 24, T. 2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO

2025



Common lots
Residential lots
Commercial lots

0' 25' 50' 100'
SCALE: 1" = 50'

LEGEND

- FOUND 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP OR AS NOTED
- SET 1/2" IRON PIN WITH PLS 11118 PLASTIC CAP
- FOUND 1/2" IRON PIN, PLS 11118
- FOUND 1/2" IRON PIN, PLS 11118 - REPLACED WITH 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP
- SET 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP
- SET 1.2" DIAMETER BRASS PLUG WITH MAGNET, PLS 11118
- FOUND 5/8" IRON PIN, PLS 11118
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- CALCULATED POINT, NOT SET
- CENTERLINE LINE
- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- EXISTING PROPERTY LINE
- SURVEY TIE LINE
- PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE EASEMENT - SEE NOTE 1
- CROSS ACCESS EASEMENT LINE
- OTHER EASEMENT LINE AS NOTED
- (1) LOT NUMBER
- 10.00' EASEMENT DIMENSION
- WITNESS CORNER, PLACED PLS 11118 CAP MARKED 'WITNESS' AT DISTANCE INDICATED

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CLINTON W. HANSEN

CLINTON W. HANSEN
PLS 11118

SURVEYOR'S NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF THE AMENDED PLAT OF AVALON ACRES, MERLIN POINTE SUBDIVISION NO. 1, SUNBIRD VILLAGE SUBDIVISION NO. 1, SUNBIRD VILLAGE SUBDIVISION NO. 2, INFORMATION FROM RECORD OF SURVEY NUMBERS 9291, 9352, 10912, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

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Land Surveying and Consulting
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JOB NO. 20-74

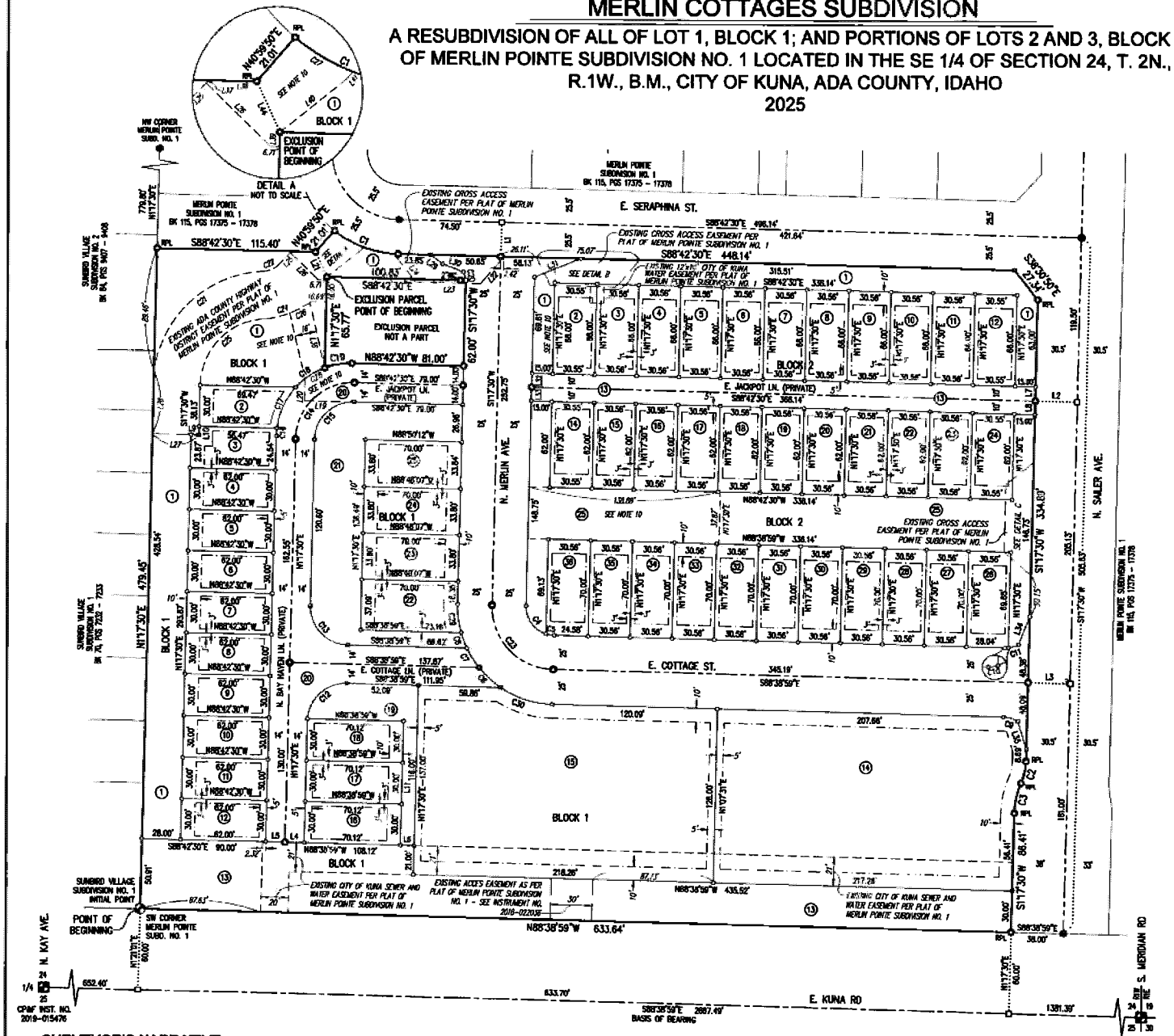
Exhibit 3
Final Plat Showing Merlin Cottages Subdivision

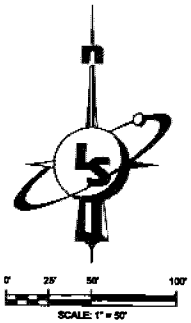
MERLIN COTTAGES SUBDIVISION

BOOK 130 , PAGE 21507

A RESUBDIVISION OF ALL OF LOT 1, BLOCK 1; AND PORTIONS OF LOTS 2 AND 3, BLOCK 1 OF MERLIN POINTE SUBDIVISION NO. 1 LOCATED IN THE SE 1/4 OF SECTION 24, T. 2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO

2025





LEGEND

- FOUND 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP OR AS NOTED
- SET 1/2" IRON PIN WITH PLS 11118 PLASTIC CAP
- FOUND 1/2" IRON PIN, PLS 11118
- FOUND 1/2" IRON PIN, PLS 11118 - REPLACED WITH 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP
- SET 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP
- SET 1.2" DIAMETER BRASS PLUG WITH MAGNET, PLS 11118
- FOUND 5/8" IRON PIN, PLS 11118
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- CALCULATED POINT, NOT SET
- CENTERLINE LINE
- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- EXISTING PROPERTY LINE
- SURVEY TIE LINE
- PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE EASEMENT - SEE NOTE 1
- CROSS ACCESS EASEMENT LINE
- OTHER EASEMENT LINE AS NOTED
- (1) LOT NUMBER
- 10.00' EASEMENT DIMENSION
- WC WITNESS CORNER, PLACED PLS 11118 CAP MARKED 'WITNESS' AT DISTANCE INDICATED

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN

SURVEYOR'S NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF THE AMENDED PLAT OF AVALON ACRES, MERLIN POINTE SUBDIVISION NO. 1, SUNBIRD VILLAGE SUBDIVISION NO. 1, SUNBIRD VILLAGE SUBDIVISION NO. 2, INFORMATION FROM RECORD OF SURVEY NUMBERS 9281, 9362, 10912, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

SEE SHEET 2 OF 4 FOR LINE AND CURVE DATA, NOTES, AND ADDITIONAL DETAILS

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MERIDIAN, ID 83642
(208) 288-2990 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 20-74

MERLIN COTTAGES SUBDIVISION

NOTES

1. EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENTS FOR PUBLIC UTILITIES, PRESSURE IRRIGATION AND LOT DRAINAGE AS SHOWN. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISON.

3. THE LANDS INCLUDED IN THIS PLAT ARE LOCATED IN THE BOISE KUNA IRRIGATION DISTRICT SERVICE AREA (208-022-5808). IRRIGATION WATER WILL BE PROVIDED TO ALL LOTS THROUGH A PRESSURE IRRIGATION DELIVERY SYSTEM WHICH HAS BEEN APPROVED PURSUANT TO SECTION 31-3805(4), IDAHO CODE. THE PURCHASER OF EACH LOT SHALL REMAIN SUBJECT TO ALL ASSESSMENTS LEVIED BY THE BOISE KUNA IRRIGATION DISTRICT. ALL UNPAID IRRIGATION ENTITY ASSESSMENTS ARE A LIEN ON THE LAND. IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(5). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA SUBJECT TO ORDINANCE 2019-03, ANNEXING MERLIN POINTE SUBDIVISION NO. 1 INTO THE KUNA MUNICIPAL IRRIGATION SYSTEM AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. 2019-010582, RECORDS OF ADA COUNTY, IDAHO.

4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF BUILDING PERMIT SUBMITTAL UNLESS A GREATER EASEMENT EXISTS, IN WHICH CASE THE EASEMENT SHALL GOVERN THE SETBACK

5. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.

6. BOTTOM OF BUILDING FOOTINGS SHALL BE A MINIMUM OF 12 INCHES ABOVE THE ESTABLISHED NORMAL HIGH GROUNDWATER ELEVATION.

7. LOTS 1, 13, 19, 20, AND 21, BLOCK 1; AND LOTS 1, 13, AND 25, BLOCK 2 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE MERLIN COTTAGES SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. SAID LOTS ARE COVERED BY BLANKET EASEMENTS FOR PUBLIC UTILITIES, DRAINAGE, AND MERLIN COTTAGES SUBDIVISION HOMEOWNERS ASSOCIATION PRESSURE IRRIGATION.

8. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

9. THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF KUNA RECORDED AS INSTRUMENT NO. 2023-025508, RECORDS OF ADA COUNTY, IDAHO.

10. A PORTION OF LOTS 1 AND 20, BLOCK 1 AND LOTS 1 AND 25, BLOCK 2 AS SHOWN ARE SERVIENT TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103258, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO THE ADA COUNTY HIGHWAY DISTRICT PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

11. THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF ADA COUNTY HIGHWAY DISTRICT TEMPORARY LICENSE AGREEMENTS RECORDED AS INSTRUMENT NUMBERS 2018-054184 AND 2025-035053, RECORDS OF ADA COUNTY, IDAHO.

12. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERLIN COTTAGES SUBDIVISION, TO BE RECORDED IN THE OFFICE OF THE ADA COUNTY RECORDER.

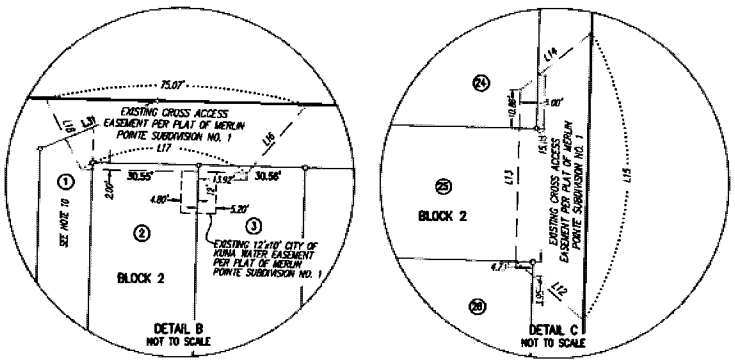
13. DIRECT LOT ACCESS TO N. SAILER AVENUE AND E. SERAPHINA STREET IS PROHIBITED. DIRECT LOT ACCESS TO E. KUNA ROAD IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF KUNA. SEE THE EXISTING ITD ACCESS AGREEMENT RECORDED AS INSTRUMENT NO. 2018-022036, RECORDS OF ADA COUNTY, IDAHO.

14. SEE THE PLAT OF MERLIN POINTE SUBDIVISION NO. 1, RECORDED AS INSTRUMENT NO. 2019-011084, RECORDS OF ADA COUNTY, IDAHO, FOR ADDITIONAL SITE DATA.

15. THIS SUBDIVISION IS LOCATED WITHIN ZONE X AS SHOWN ON THE FIRM PANEL 400 OF 675, ADA COUNTY, IDAHO AND INCORPORATED AREAS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAIN DEVELOPMENT PERMIT.

16. THE HOMEOWNERS ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.

17. LOT 20, BLOCK 1 AND LOT 13, BLOCK 2 ARE SUBJECT TO A BLANKET EASEMENT FOR COMMON DRIVES TO PROVIDE ACCESS FOR THE RESIDENTIAL LOTS ADJACENT TO SAID LOTS. THE COMMON DRIVES SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.50'	S11°17'30"W
L2	30.28'	S88°42'27"E
L3	30.50'	S88°38'59"E
L4	14.00'	S88°38'59"E
L5	14.00'	S88°38'59"E
L6	10.00'	S88°38'59"E
L7	10.00'	N11°17'30"E
L8	10.00'	N11°17'30"E
L9	5.60'	S88°42'30"E
L10	6.13'	S11°17'30"W
L11	90.00'	S11°17'30"W
L12	26.06'	N46°46'50"W
L13	48.72'	N11°17'30"E
L14	28.06'	N51°24'50"E
L15	82.14'	S11°17'30"W
L16	28.06'	S41°10'10"W
L17	47.72'	N88°42'30"W
L18	22.86'	N26°43'45"W
L19	38.19'	N88°42'30"W
L20	15.60'	N11°17'30"E
L21	20.06'	S24°38'13"E
L22	26.06'	S41°10'10"W
L23	47.72'	N88°42'30"W
L24	26.05'	N38°16'38"W
L25	12.31'	N44°30'42"E
L26	27.94'	S45°51'48"E
L27	33.80'	N88°42'30"W
L28	45.21'	N11°17'30"E
L29	10.84'	S52°14'00"E
L30	15.95'	S89°11'58"E
L31	38.12'	N67°46'35"E
L32	10.00'	S11°17'30"W
L33	10.00'	S11°17'30"W
L34	22.31'	N21°29'32"E
L35	21.25'	S17°10'53"E
L36	48.35'	N13°03'06"W
L37	1.38'	N44°30'42"E
L38	17.47'	S88°42'30"E
L39	1.96'	N11°17'30"E
L40	30.94'	N51°43'55"E
L41	3.50'	N41°17'10"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	50.33'	75.50'	38°11'28"	S69°36'46"E	49.40'
C2	16.45'	42.00'	22°26'44"	S12°30'52"W	16.35'
C3	22.33'	57.00'	22°26'44"	S12°30'52"W	22.19'
C4	26.80'	21.00'	73°03'54"	S35°24'27"E	25.10'
C5	6.06'	21.00'	16°32'35"	S80°22'42"E	6.04'
C6	11.86'	71.00'	9°35'06"	S20°38'46"E	11.86'
C7	16.85'	71.00'	13°35'37"	S32°16'07"E	16.81'
C8	21.45'	71.00'	17°17'49"	S47°40'50"E	21.35'
C9	11.28'	21.00'	30°47'02"	N73°14'17"W	11.15'
C10	2.53'	21.00'	6°53'45"	N87°54'08"E	2.53'
C11	7.68'	21.00'	20°57'52"	N73°58'20"E	7.64'
C12	42.05'	28.00'	86°03'17"	S48°28'25"W	38.21'
C13	43.95'	28.00'	89°56'29"	S43°40'44"E	39.58'
C14	65.97'	42.00'	90°00'00"	S46°17'30"W	59.40'
C15	43.98'	28.00'	90°00'00"	S46°17'30"W	39.60'
C16	5.47'	54.00'	5°48'12"	S41°11'36"W	5.47'
C17	33.22'	54.00'	35°14'35"	S24°42'58"W	32.69'
C18	25.83'	54.00'	27°24'35"	S56°02'35"W	25.59'
C19	20.30'	54.00'	21°32'37"	S80°31'11"W	20.19'
C20	6.54'	21.00'	17°50'18"	N15°40'24"W	6.51'
C21	116.62'	83.34'	80°10'31"	S47°30'20"W	107.33'
C22	12.53'	18.66'	43°04'54"	N68°03'08"E	12.23'
C23	72.21'	46.00'	89°56'29"	S43°40'44"E	65.02'
C24	38.75'	70.57'	29°50'18"	N69°39'22"E	38.34'
C25	73.84'	49.05'	86°14'01"	S44°28'35"W	67.08'
C26	18.54'	70.57'	13°29'31"	N62°44'23"E	18.50'
C27	24.60'	75.50'	18°40'03"	S59°51'04"E	24.49'
C28	18.72'	54.00'	17°44'15"	N60°52'45"E	18.65'
C29	21.25'	71.00'	17°08'43"	S71°16'52"E	21.17'
C30	40.05'	71.00'	32°19'14"	N72°29'22"W	39.52'

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN
12/7/2025

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JOB NO. 20-74

MERLIN COTTAGES SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS MERLIN COTTAGES SUBDIVISION;

A RESUBDIVISION OF ALL OF LOT 1, BLOCK 1; AND PORTIONS OF LOTS 2 AND 3, BLOCK 1 OF MERLIN POINTE SUBDIVISION NO. 1, AS SHOWN IN BOOK 115 OF PLATS ON PAGES 17375 THROUGH 17378, RECORDS OF ADA COUNTY, IDAHO, BEING LOCATED IN THE SE ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SE ¼, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SE ¼ BEARS S 88°38'59" E A DISTANCE OF 2667.49 FEET;

THENCE S 88°38'59" E ALONG THE SOUTHERLY BOUNDARY OF SAID SE ¼ A DISTANCE OF 652.40 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY BOUNDARY N 1°21'01" E A DISTANCE OF 60.00 FEET TO A BRASS CAP MONUMENT MARKING THE SOUTHWESTERLY CORNER OF SAID MERLIN POINTE SUBDIVISION NO. 1 AND THE INITIAL POINT OF SUNBIRD VILLAGE SUBDIVISION NO. 1, AS SHOWN IN BOOK 70 OF PLATS ON PAGES 7232 AND 7233, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE N 1°17'30" E ALONG THE WESTERLY BOUNDARY OF SAID MERLIN POINTE SUBDIVISION NO. 1, THE EASTERLY BOUNDARY OF SAID SUNBIRD VILLAGE SUBDIVISION NO. 1, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF SUNBIRD VILLAGE SUBDIVISION NO. 2 AS SHOWN IN BOOK 84 OF PLATS ON PAGES 9407 AND 9408, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 479.45 FEET TO A POINT MARKING THE NORTHWESTERLY CORNER OF LOT 3 OF BLOCK 1 OF SAID MERLIN POINT SUBDIVISION NO. 1;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES:

THENCE S 88°42'30" E A DISTANCE OF 115.40 FEET TO A POINT;

THENCE N 40°59'50" E A DISTANCE OF 21.01 FEET TO A POINT ON A CURVE;

THENCE A DISTANCE OF 50.33 FEET ALONG THE ARC OF A 75.50 FOOT RADIUS NON-TANGENT CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 38°11'28" AND A LONG CHORD BEARING S 69°36'46" E A DISTANCE OF 49.40 FEET TO A POINT OF TANGENCY;

THENCE S 88°42'30" E A DISTANCE OF 448.14 FEET TO A POINT;

THENCE S 38°30'50" E A DISTANCE OF 27.34 FEET TO A POINT;

THENCE S 1°17'30" W A DISTANCE OF 334.89 FEET TO A POINT OF CURVATURE;

THENCE A DISTANCE OF 16.45 FEET ALONG THE ARC OF A 42.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 22°26'44" AND A LONG CHORD BEARING S 12°30'52" W A DISTANCE OF 16.35 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 22.33 FEET ALONG THE ARC OF A 57.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 22°26'44" AND A LONG CHORD BEARING S 12°30'52" W A DISTANCE OF 22.19 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID LOT 3, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF LOT 1 OF BLOCK 1 OF SAID MERLIN POINTE SUBDIVISION NO. 1 S 1°17'30" W A DISTANCE OF 86.41 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1 N 88°38'59" W A DISTANCE OF 633.64 FEET TO THE **POINT OF BEGINNING.**

EXCLUDING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL BEING A PORTION OF LOTS 2 AND 3, BLOCK 1 OF MERLIN POINTE SUBDIVISION NO. 1, AS SHOWN IN BOOK 115 OF PLATS ON PAGES 17375 THROUGH 17378, RECORDS OF ADA COUNTY, IDAHO, BEING LOCATED IN THE SE ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SE ¼, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SE ¼ BEARS S 88°38'59" E A DISTANCE OF 2667.49 FEET;

THENCE S 88°38'59" E ALONG THE SOUTHERLY BOUNDARY OF SAID SE ¼ A DISTANCE OF 652.40 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY BOUNDARY N 1°21'01" E A DISTANCE OF 60.00 FEET TO A BRASS CAP MONUMENT MARKING THE SOUTHWESTERLY CORNER OF SAID MERLIN POINTE SUBDIVISION NO. 1 AND THE INITIAL POINT OF SUNBIRD VILLAGE SUBDIVISION NO. 1, AS SHOWN IN BOOK 70 OF PLATS ON PAGES 7232 AND 7233, RECORDS OF ADA COUNTY, IDAHO;

THENCE N 1°17'30" E ALONG THE WESTERLY BOUNDARY OF SAID MERLIN POINTE SUBDIVISION NO. 1, THE EASTERLY BOUNDARY OF SAID SUNBIRD VILLAGE SUBDIVISION NO. 1, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF SUNBIRD VILLAGE SUBDIVISION NO. 2 AS SHOWN IN BOOK 84 OF PLATS ON PAGES 9407 AND 9408, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 479.45 FEET TO A POINT MARKING THE NORTHWESTERLY CORNER OF LOT 3 OF BLOCK 1 OF SAID MERLIN POINT SUBDIVISION NO. 1;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 3 S 88°42'30" E A DISTANCE OF 115.40 FEET TO A POINT;

THENCE LEAVING SAID NORTHERLY BOUNDARY S 24°38'13" E A DISTANCE OF 20.06 FEET TO THE **POINT OF BEGINNING** OF THIS EXCLUSION PARCEL;

THENCE S 88°42'30" E A DISTANCE OF 100.83 FEET TO A POINT;

THENCE S 1°17'30" W A DISTANCE OF 62.00 FEET TO A POINT;

THENCE N 88°42'30" W A DISTANCE OF 81.00 FEET TO A POINT OF CURVATURE;

THENCE A DISTANCE OF 20.30 FEET ALONG THE ARC OF A 54.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°32'37" AND A LONG CHORD BEARING S 80°31'11" W A DISTANCE OF 20.19 FEET TO A POINT;

THENCE N 1°17'30" E A DISTANCE OF 65.77 FEET TO THE **POINT OF BEGINNING.**

THIS PARCEL CONTAINS 0.90 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE OWNER(S) HEREBY CERTIFY THAT SURFACE WATER FOR IRRIGATION IS REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THAT THEY ARE IN COMPLIANCE WITH SECTION 31-3805, IDAHO CODE.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE PRIVATE ROADS AND THE PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 10th DAY OF July, 2025.

MERLIN POINTE LLC, AN IDAHO LIMITED LIABILITY COMPANY

Thomas T Nicholson

BY:
MANAGER OF MERLIN POINTE LLC

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 10 DAY OF July, 2025 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED Thomas T. Nicholson KNOWN TO ME TO BE manager OF MERLIN POINTE LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID 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.

KACI MARSHALL
COMMISSION # 20250182
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 1/13/2031

MY COMMISSION EXPIRES 1/13/2031

RESIDING AT Boise Idaho

Kaci Marshall

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
STATE OF IDAHO
CLINTON W. HANSEN

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JOB NO. 20-74

Instrument # 2025-081362
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MERLIN COTTAGES SUBDIVISION

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS 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 ADA COUNTY

DISTRICT HEALTH DEPARTMENT, EHS — DATE 11.13.24

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 21ST DAY OF MARCH 2023 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

KUNA CITY CLERK

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY ENGINEER DAVID TC KINNEBERG PE/PLS 22659
FOR JUSTIN WALKER

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 4th DAY OF June, 2025.

ADA COUNTY HIGHWAY DISTRICT SEAL

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

2 SEPTEMBER 2025

PLS #20920

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: 9.3.2025

Elizabeth Mahn
COUNTY TREASURER
Signed by Deputy Treasurer

ADA COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }

INSTRUMENT NO. 2025-057009

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT 35 MINUTES PAST 11 O'CLOCK A.M. ON THIS 4 DAY OF September, 2025, IN BOOK 130 OF PLATS AT PAGES 21567- 21570

Dan Ryalls
DEPUTY

Trent Tripple
EX-OFFICIO RECORDER

FEE: 21—

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN 5/10/2018

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