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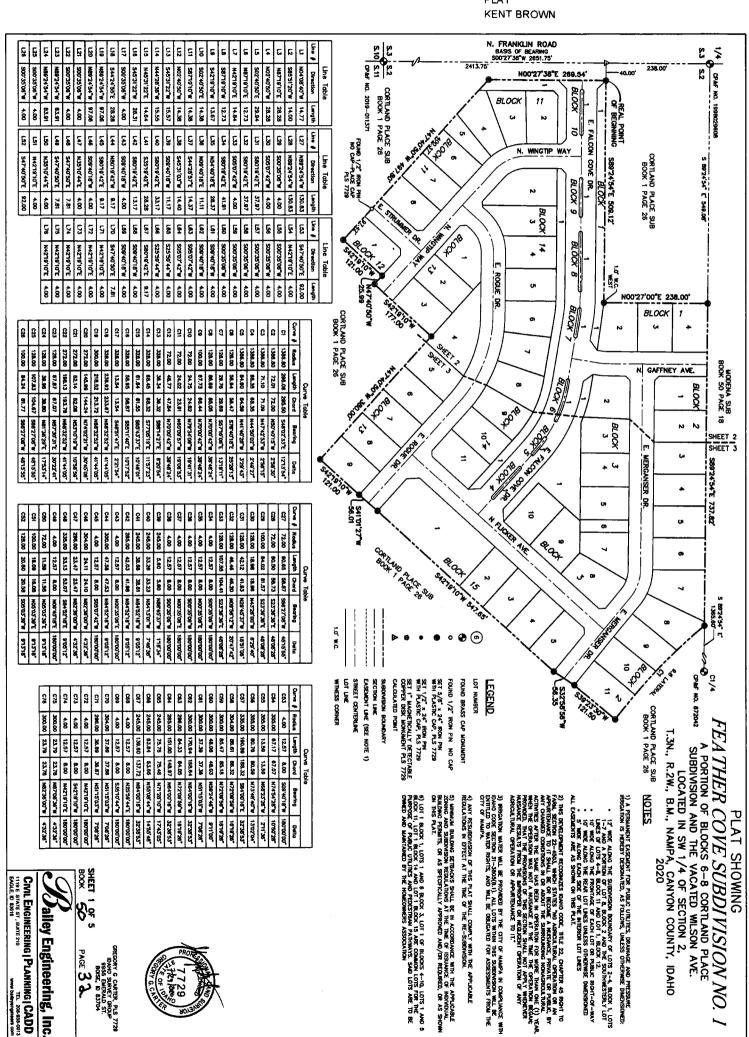
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CHRIS YAMAMOTO **CANYON COUNTY RECORDER**

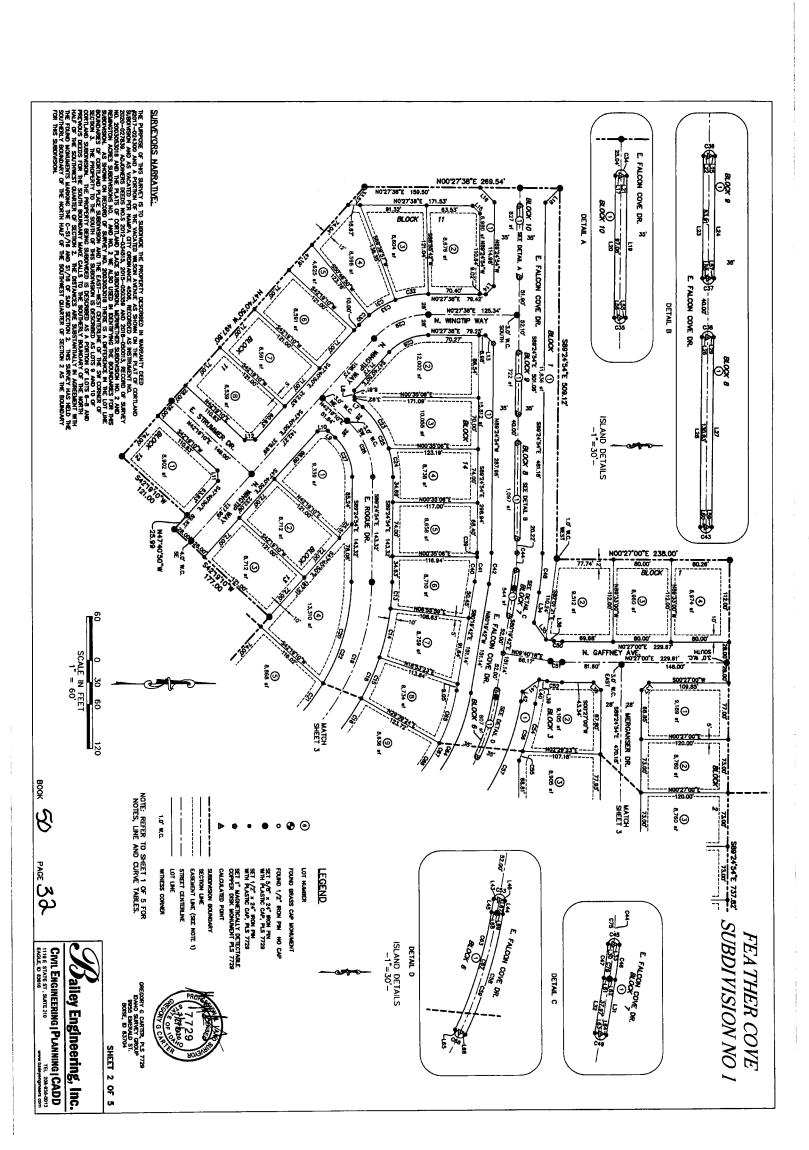
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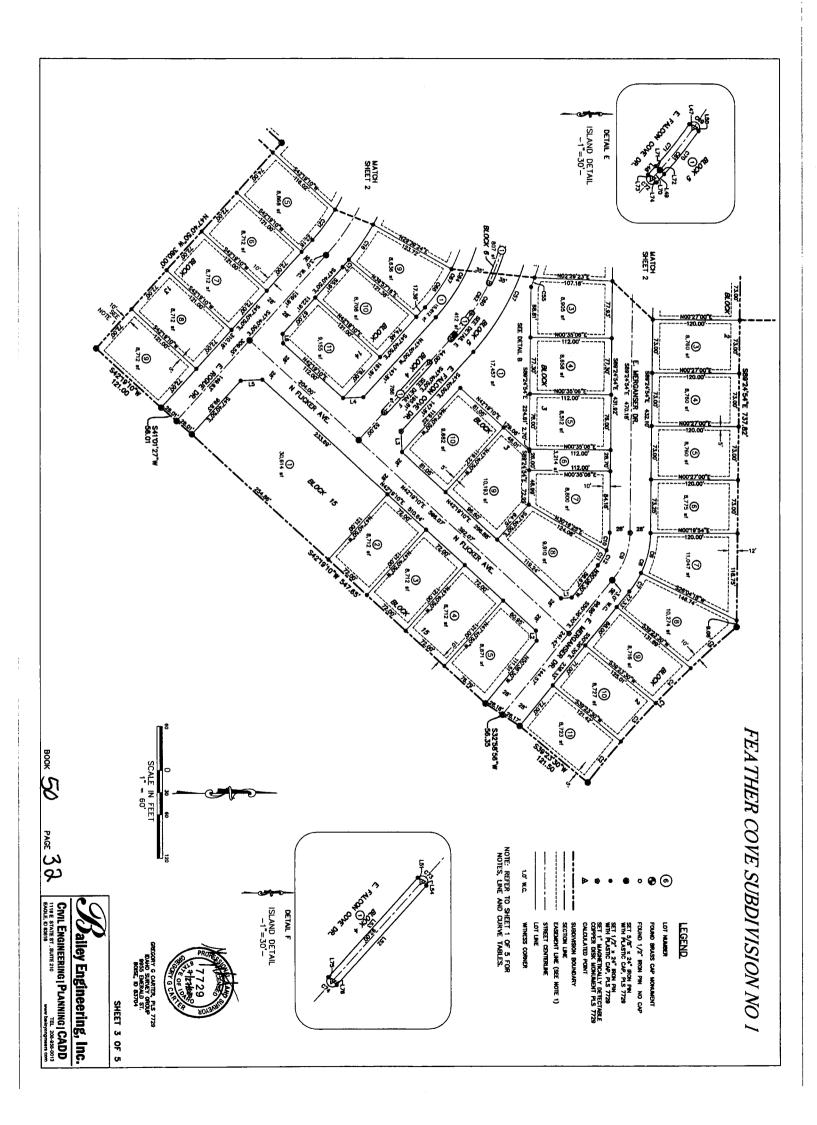
PLAT



GREGORY 6 CARTER, PJS 7729
IDAHO SURVEY GROUP
19956 BERFALD ST.
1803E, ID 83704
PAGE 3 3







FEATHER COVE SUBDIVISION NO 1

CERTIFICATE OF OWNERS

Know all men by these presents That Challenger Development, Inc. an idaho Corporation is the owner of the property described as follows:

A parcel of land being a portion of Lots 6, 7 and 8 and a portion of the vacated Wilson Avenue of Cortland Place Subdivision as filled in Book 1 of Plats at Page 26, records of Carryon County, Idaho and a portion of the N1/2 of the SW 1/4 of Section 2, T 3N , R 2W , B M , Carryon County, Idaho more particularly described as follows

Commencing at a brass cap monument marking the W1/4 corner of said Section 2 from which a brass cap monument marking the SW corner of said Section 2 bears South 00°27'36" West, 2651 75 feet.

hence along the West boundary line of said Section 2 South 00°27'38" West, 238 00 feet,

tence leaving said West boundary line South 89°24'54" East, 40 00 feet to the REAL POINT OF BEGINNING,

hence continuing South 89°24'54" East, 509 12 feet,

hence North 00°27'00" East, 238 00 feet to a point on the East-West centerline of said Section 2,

hence along said East-West centerline South 89°24'54" East, 737 82 feet,

thence leaving said East-West centerline and 296.06 feet along the arc of a non-tangent curve to the left, said curve having a radius of 1,386.80 feet, a central angle of 12"13"54" and a long chord which bears South 46"02"33" East, 286.50 feet.

hence South 39*23'30" West, 121 50 feet,

rence South 32°58'56" West, 56 35 feet,

hence South 42°19′10° West, 547 65 feet,

hence South 41°01'27" West, 56 01 feet,

vence South 42°19'10" West, 121 00 feet,

vence North 47°40′50" West, 380 00 feet,

nence South 42°19'10" West, 177 00 feet,

vence North 47° 40′50" West, 25 99 feet,

rence South 42°19'10" West, 121 00 feet,

hence North 47°40′50" West, 497 80 feet,

hence North 00°27'38" East, 269 54 feet to the REAL POINT OF BEGINNING Containing 18 54 acres, more or less

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public public, the public streets as shown on this plat are not described to the public where the public to use said easements is hereby perplicating reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject sion, and City of Nampa has agreed in writing to serve all the

CERTIFICATE OF SURVEYOR

i. Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and occurately represents the points platted thereon, and is an conformity with the State of Idaho Code releating to plats and surveys.



ACKNOWLEDGMENT

State of Idaho)

) s s County of Ada)

In witness whereof, I have hereunto set my hand and affixed my official seet the day and year in this certificate first above

7 IV 2012 My commission expires



 \mathcal{S}

PAGE 32

Wailey Engineering, Inc.

CIVIL ENGINEERING PLANNING CADD
TEL 200-501-0013
TEL 200-501-0013
TEL 200-501-0013

FEATHER COVE SUBDIVISION NO 1

HEALTH CERTIFICATE

Santiary restrictions as required by kidaho Code, Trite 50, Chapter 13 have been satisfied based on a review by a Clusified Licensed Professional Engineer (QLPE) representing City of Nampa Public Works, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the santiary restrictions. Buyer its cataloned that all the time of this approval, no dirnking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions in accordance with several properties and transcriptions of several extensions or several extensions of the developer table to construction constructed or if the developer in simultaneously constructing those facilities if the developer table to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction

l, the undersigned, Professional Land Surveyor in and for Canyon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plats and vesetione-בעוד עוסייב

Canyon County Surveyor PAPES 265 >

CERTIFICATE OF COUNTY SURVEYOR

District Health Department, REHS Date

APPROVAL OF CITY COUNCIL

I, the undersigned. City Clerk in and for the City of Nampa, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the 2nd, day of 1001 201 201 . This plat was duly accepted and



City Clerk, Nampa, Idaho

CERTIFICATE OF COUNTY TREASURER

90/12/2010



APPROVAL OF CITY PLANNING AND ZONING COMMISSION

I, the undersigned, City Engineer in and for the City of Nampa, Carryon County, Idaho, hereby approve this plat

City Engineer OF DAMEL BAS CEEP

APPROVAL OF CITY ENGINEER

Janua Selling Commission



PAGE 30

Wailey Engineering, Inc.

CIVIL ENGINEERING PLANNING CADD

SHEET 5 OF 5 1119E STATE ST. SUITE 210 TEL. 2004-354-0017

EACLE 10 20016



2020-053176

RECORDED

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CHRIS YAMAMOTO
CANYON COUNTY RECORDER

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\$106.00

TITLEONE BOISE
ELECTRONICALLY RECORDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FEATHER COVE SUBDIVISION

September 3, 2020

NOTICE

THE FOLLOWING IS A <u>VERY</u> IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE FEATHER COVE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS THEREIN.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FEATHER COVE SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision (this "Declaration") is made effective this _3" day of _Symbol _, 2020, by Challenger Development Inc., an Idaho corporation ("Declarant").

ARTICLE I: PROPERTY AND PURPOSES

Section 1. Property Covered/Benefit of Declaration. The initial property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is phase 1 of the overall Feather Cove Subdivision as described on the attached Exhibit B, which is made a part hereof ("Feather Cove"). It is currently anticipated that additional phases of Feather Cove will be platted, annexed into the Property and made subject to this Declaration. The Association and each Owner covenants and agrees that 1) additional phases of Feather Cove can be platted, annexed into the Property and made subject to this Declaration, and 2) he/she/they/it shall not contest any such platting, annexation and/or subjection to this Declaration.

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Purposes of Declaration. The purposes of this Declaration are to set forth the basic Restrictions, as hereinafter defined, and uses that will apply to the Property. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, including each Lot, Dwelling Unit, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof.

ARTICLE III: DEFINITIONS

- Section 1. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.
- Section 2. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.
- <u>Section 3</u>. "Association" shall mean the Feather Cove Homeowners' Association, Inc., its successors and/or assigns.
 - Section 4. "Board" shall mean the Board of Directors of the Association.
 - Section 5. "Common Lots" shall mean that certain real property (including the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 1

Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

- Section 6. "Declarant" shall mean Challenger Development Inc., an Idaho corporation, or its permitted assigns.
- Section 7. "Dwelling Unit" shall mean each single family, detached residential home to be constructed on each Lot.
- Section 8. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.
- Section 9. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs, whether or not suit has been filed, for specific maintenance as detailed in this Declaration, any corrective action taken by the Association or fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or occupant of such Owner's Lot, or the family members, licensees, invitees, agents, contractors or employees thereof. Such costs, expenses and fines shall include, without limitation, damage to the Common Lots and/or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.
- Section 10. "Lot" shall mean any lot shown on the Plat (or any other plat of the Property) with the exception of the Common Lots.
- Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.
- Section 12. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.
- Section 13. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.
- Section 14. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.
- Section 15. "Plat" shall mean the Feather Cove Subdivision No. 1 final plat filed in Book 50 of Plats at Page 32, Records of Canyon County, Idaho, a copy of which is attached hereto as Exhibit D,

which is made a part hereof.

- Section 16. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in <u>Article V</u>.
- Section 17. "Property" shall mean that certain real property shown on the Plat and legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.
- Section 18. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.
- Section 19. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.
- <u>Section 20.</u> "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used for single family, detached Dwelling Units only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed.

- Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including snow removal, if appropriate, and the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):
- (a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;

- (b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and
- (c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

The Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units provided such home occupations 1) do not increase the burdens on the public streets (including increased traffic) and/or 2) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot. If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the public streets and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the public streets or the use and enjoyment of an Owner's Lot.

Section 4. Vehicle and Other Storage. Unenclosed areas, including driveways and all other unenclosed paved areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee. For purposes of this Section, temporary parking shall be parking for no more than twenty-four (24) hours at any one time.

The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored after three (3) days' written notice to the known owner thereof or, in the event such owner is unknown, posted on such item, at the risk and expense of the owner thereof.

Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees and licensees, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, if any.

Section 5. Compliance With Laws, Rules and Ordinances. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances.

Section 6. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5)

square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 7. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Section 8. Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. 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. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount as determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit

exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family members, invitees or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of Regular or Special Assessments (unless the emergency was caused by an Owner, his family members, invitees or licensees, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). In addition, if the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

- Section 10. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.
- Section 11. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Chain link fences are prohibited. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable nuisance or noxious use.
- Section 12. <u>Antennae/Dishes.</u> Antennae and/or satellite or other dishes shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.
- Section 13. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.
- Section 14. <u>Drainage.</u> All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.
- Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.
- Section 16. <u>Dwelling Unit Construction Commencement and Completion</u>. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit (if not already constructed) within six (6) months from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve (12) months from the commencement date in which to complete construction of the Dwelling Unit (if not already constructed). In the event any Owner violates either (or both) of the construction time requirements contained

herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

<u>Section 17.</u> <u>Initial Front Yard Landscaping</u>. Construction of any Dwelling Unit on any Lot shall include the following minimum front yard landscaping:

Two - 2" caliper trees; Three - 5 gallon plants; Five - 2 gallon plants; Hydro seed or sod; and Sprinkler System.

This landscaping must be completed prior to the issuance of an occupancy permit for the Dwelling Unit. This landscaping requirement shall be applicable to Declarant as well as any Owner. In the event any Owner violates the front yard landscaping time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

Section 18. Initial Back and Side Yard Landscaping. Each Owner of a Lot originally purchased from Declarant shall complete his/her back and side yard landscaping within six (6) months from the closing date thereof. Such landscaping shall be accordance with the landscaping plan(s) approved by the Architectural Committee and must adequately address on-site drainage and erosion control.

In the event any Owner violates either of the back yard or side yard landscaping time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

- <u>Section 19.</u> <u>Construction Equipment.</u> No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.
- Section 20. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.
- Section 21. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

- <u>Section 22.</u> <u>No Further Subdivision.</u> No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.
- <u>Section 23.</u> <u>Exterior Lighting.</u> Exterior lights are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the City of Nampa ("City") utilizing a pressurized irrigation system owned and operated by the City ("Pressurized Irrigation System"). The Pressurized Irrigation System will be used for all irrigation. By accepting a deed to any portion of the Property, Declarant, each Owner and the Association hereby agree to pay his/her/its proportionate share of assessments and other fees levied by the City. In addition, each Owner covenants and agrees to hold the Association and Declarant harmless from any and all liability for damages or injuries to themselves, their family members, invitees and/or licensees caused by the Pressurized Irrigation System.

ARTICLE VI: INSURANCE

- Section 1. Insurance. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, with an AM Best Rating of A or better, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:
- (a) Property insurance for the Improvements, equipment and other property located within the Common Lots with special form coverage, a replacement cost valuation provision and blanket coverage. The Association may also insure for flood or earthquake if determined by the Board.
- (b) Commercial General Liability (CGL) insurance insuring the Association, as well as its agents, employees, invitees and licensees, against any liability incident to the ownership, management, maintenance and/or use of the Common Lots and/or any other portion of the Property.
- (c) Directors and Officers Liability (D&O) insurance insuring the Association and/or its board members and/or officers.
- (d) Such other insurance or bonds to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.
- Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

<u>Section 1.</u> <u>Membership.</u> Declarant and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

<u>Class A</u>. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

<u>Class B.</u> The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VIII: ASSESSMENTS

Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association. These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant has no obligation to pay Assessments.

Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with any and all requirements contained in the Idaho Code.

- Section 2. <u>Purposes of Assessments</u>. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for any construction, maintenance and operation of the Common Lots, as well as for the proper operation of the Association.
- <u>Section 3.</u> <u>Uniform Rate of Assessment</u>. Regular and Special Assessments must be fixed at a uniform rate for all Lots.
- Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board,

which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$50.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Lots or abandonment of his or her Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

- Section 1. Authority of Board. The Board, for the benefit of Declarant, the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and bylaws, shall have all powers and authority permitted to the Board under the Association's articles and bylaws and this Declaration, and shall acquire and shall pay all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:
- (a) Operation, maintenance and management of the Common Lots, as detailed herein, including repair and replacement of property damaged or destroyed by casualty loss.
- (b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Lots. The Board may arrange for special metering of utilities as appropriate.
- (c) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the bylaws or this Declaration. Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.
- (d) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.
- (e) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

- (f) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.
- (g) The Board shall not incur any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Lots and to perform any other right, duty or obligation of the Board or Association.

- Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.
- Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles or bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.
- Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.
- Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees and costs), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding,

had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

ARTICLE X: ARCHITECTURAL COMMITTEE

- Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.
- Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.
- Review of Proposed Improvements. The Architectural Committee shall consider Section 3. and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.
- Section 4. <u>Inspection of Approved Improvements</u>. Inspection of work and correction of defects therein shall proceed as follows:
- (a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

- (b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.
- (c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.
- <u>Section 5</u>. <u>Review of Unauthorized Improvements</u>. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:
- (a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.
- (b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.
- (c) If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

ARTICLE XI: GENERAL PROVISIONS

- <u>Section 1</u>. <u>Enforcement</u>. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration.
- Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, 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. This Declaration may be amended by an instrument approved in writing by Declarant (assuming Declarant owns one or more Lots) and the written consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Canyon County, Idaho.
- Section 4. Annexation. As described in Article I, Section 1, additional real property consisting of additional phases of Feather Cove may be annexed into the Property. These future

annexations will be accomplished by Declarant, or any other owner of such additional phases, at its or their sole and absolute discretion, without the consent of any Person. In addition, additional residential property not currently anticipated to be a part of the remainder of Feather Cove may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Canyon County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest. Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.

Section 6. Attorneys Fees/Collection of Fines. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association, must comply with any and all requirements contained in the Idaho Code.

Section 7. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 8. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

Section 9. Assumption of Risk: Waiver of Claims. All Owners, for themselves and their family members, invitees and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective shareholders, officers, directors, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective shareholders, officers, directors, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective shareholders, officers, directors, employees and agents, shall not be responsible or liable for damages to any Owners

and/or the Association, or their respective family members, invitees or licensees, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands as of the date first above written.

Declarant:
Challenger Development Inc., an Idaho corporation
By: Corey D. Barton, President
STATE OF IDAHO)) ss. County of Ada)
ounty of reduce of
This record was acknowledged before me on Sptenbe 3, 2020, by Corey D. Barton as the President of Challenger Development Inc.
Signature of Notary Public
Signature of Notary Public My commission expires: 6 05 33 MY COMMISSION EXPIRES 6-5-2022

EXHIBIT ALEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 4, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; Lot 1, Blocks 4 through 10; Lots 1 through 8, Block 11; Lot 1, Block 12; Lots 1 through 9, Block 13; Lots 1 through 11, Block 14; and Lots 1 through 5, Block 15, Feather Cove Subdivision No. 1, according to the official plat thereof, filed in Book 50 of Plats at Page 32, Records of Canyon County, Idaho.

EXHIBIT BDESCRIPTION OF ENTIRE FEATHER COVE SUBDIVISION

See attached.

DESCRIPTION FOR BROWN PROPERTY PRELIMINARY PLAT

A parcel of land being a portion of Lots 5, 6, 7 and 8 of Cortland Place Subdivision as filed in Book 1 of Plats at Page 26, records of Canyon County, Idaho and a portion of the N1/2 of the SW 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

Commencing at a brass cap monument marking the W1/4 corner of said Section 2 from which a brass cap monument marking the SW corner of said Section 2 bears South 00°27'38" West, 2651.75 feet;

thence along the West boundary line of said Section 2 South 00°27'38" West, 238.00 feet to the **REAL POINT OF BEGINNING**;

thence leaving said West boundary line South 89°24'54" East, 549.12 feet;

thence North 00°27'00" East, 238.00 feet to a point on the East-West centerline of said Section 2;

thence along said East-West centerline South 89°24'54" East, 2103.41 feet to the C1/4 corner of said Section 2;

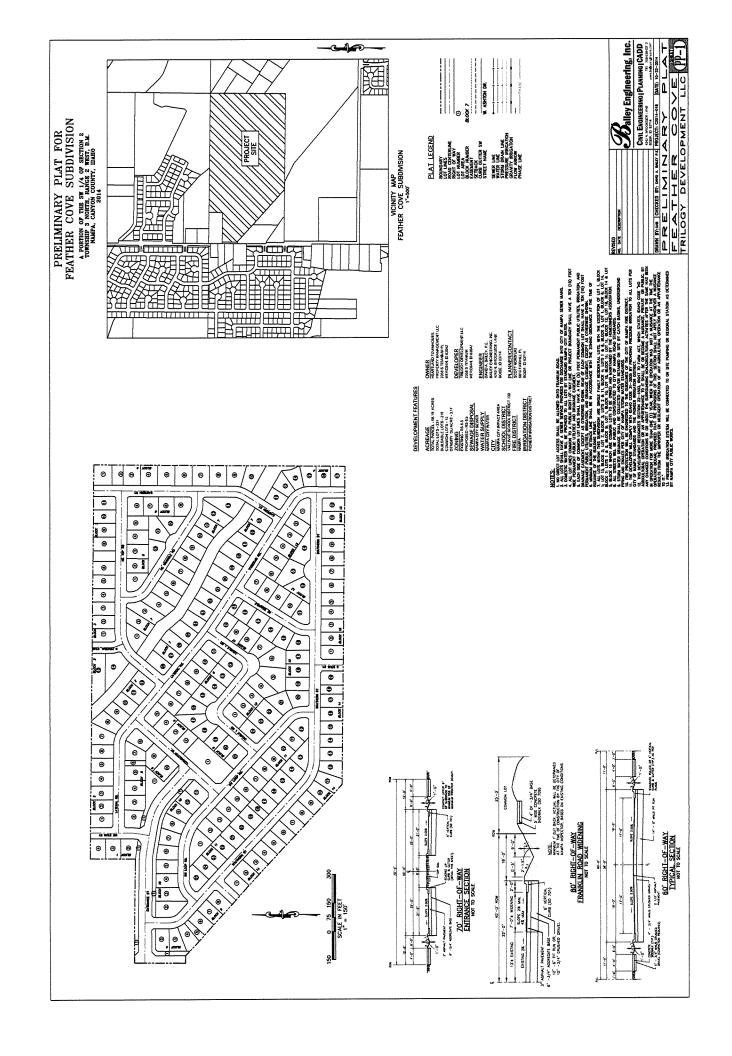
thence along the North-South centerline of said Section 2, said line being the West boundary line of Remington Acres Subdivision as filed in Book 28 of Plats at Page 43, records of Canyon County, Idaho, the West boundary line of Remington Acres Subdivision No. 2 as filed in Book 35 of Plats at Page 43, records of Canyon County, Idaho and the East boundary line of Lot 5 of said Cortland Place Subdivision South 00°28'38" West, 1330.61 feet to the C-S 1/16 corner of said Section 2;

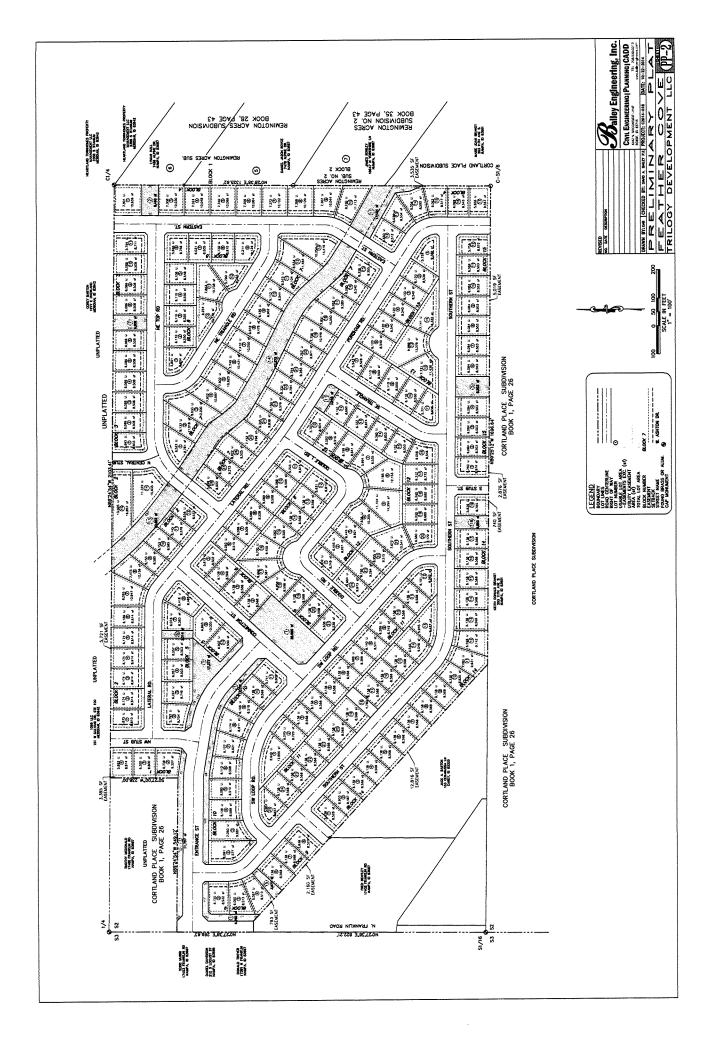
thence along the South boundary line of the N1/2 of the SW 1/4 of Section 2 North 89°25'12" West, 1696.64 feet;

thence leaving said South boundary line North 47°40'50" West, 1229.15 feet;

thence North 89°32'22" West, 40.00 feet to a point on the West boundary line of said Section 2;

thence along said West boundary line North 00°27'38' East, 269.63 feet to the **REAL POINT OF BEGINNING** containing 68.37 acres, more or less.





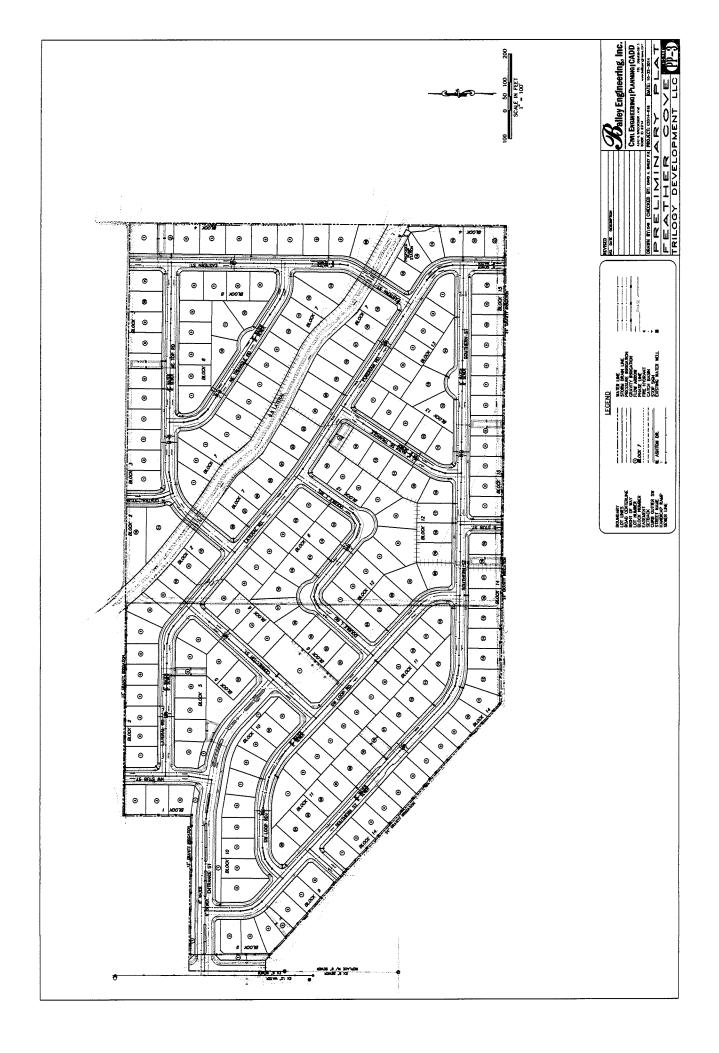
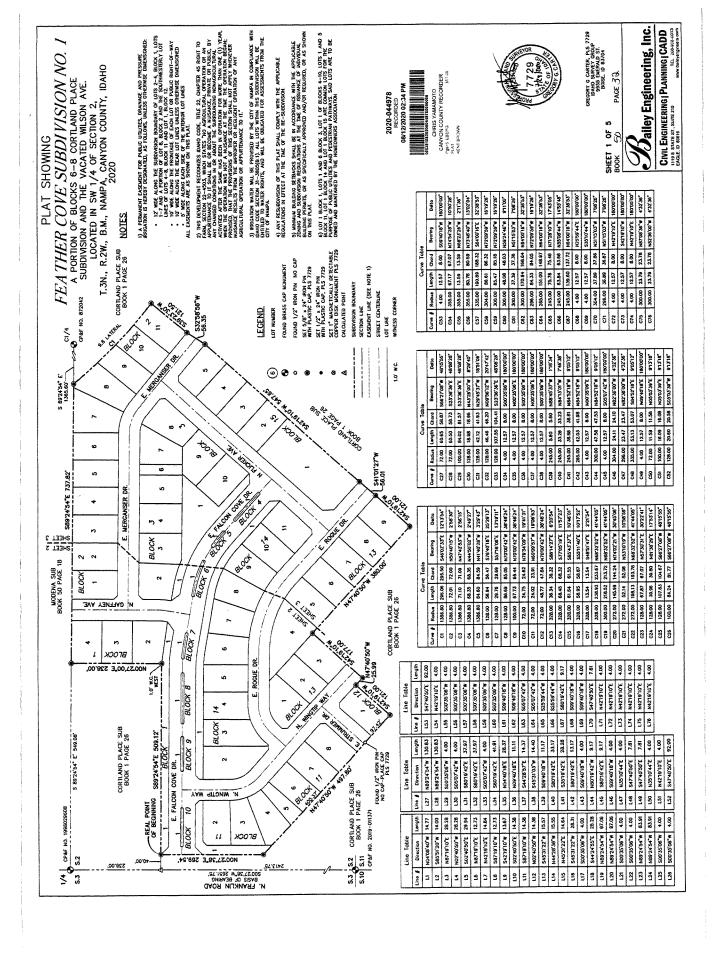


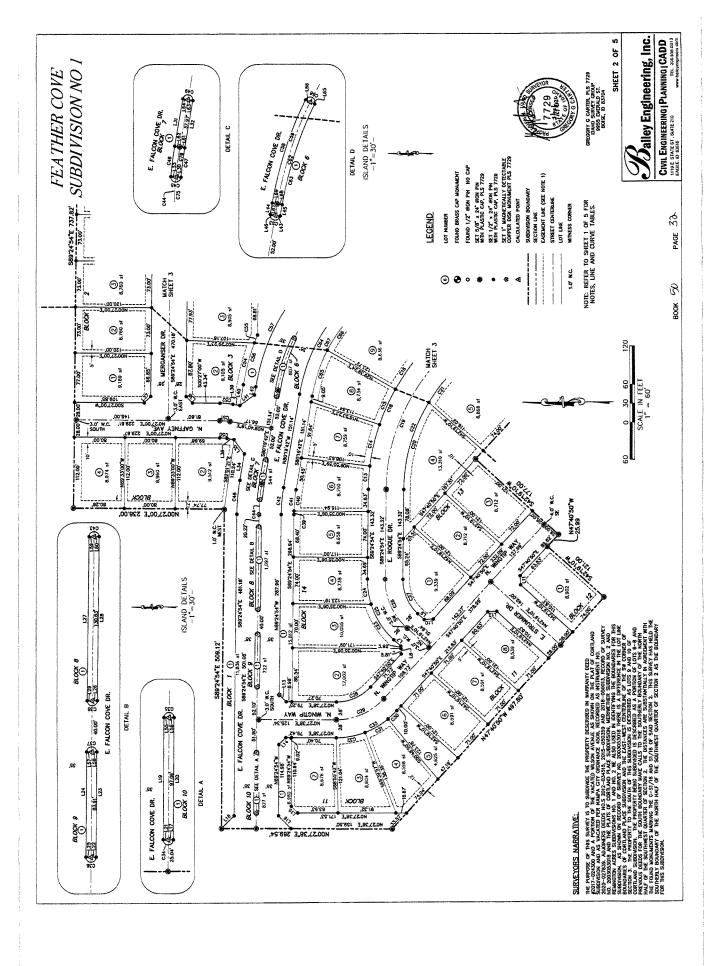
EXHIBIT CLEGAL DESCRIPTION OF THE COMMON LOTS

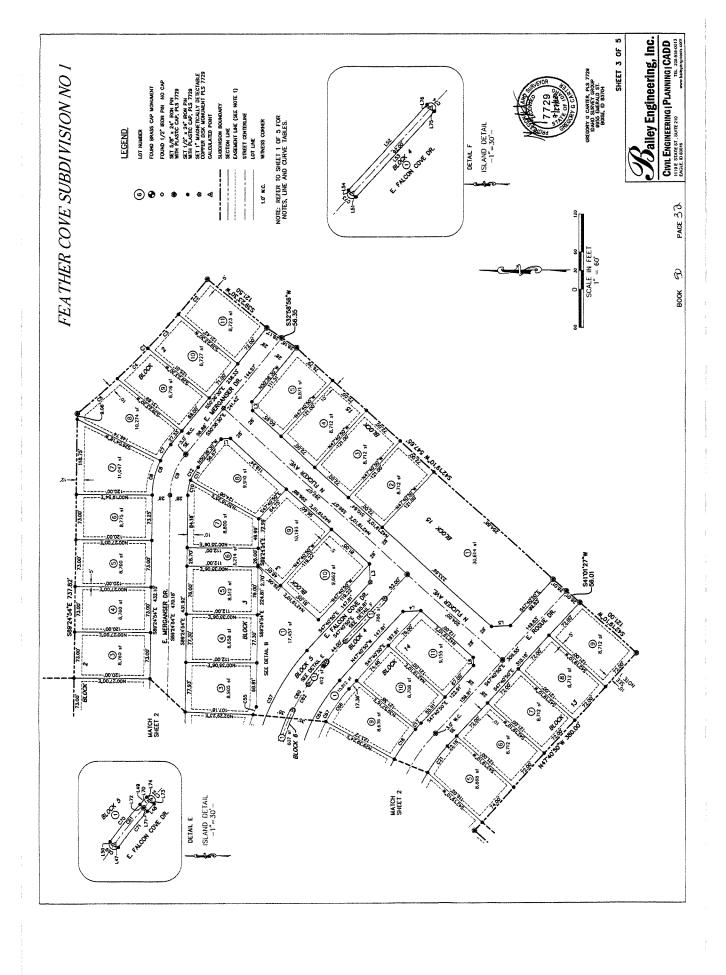
Lot 1, Block 1; Lots 1 and 6, Block 3; Lot 1, Blocks 4 through 10; Lots 1 and 5, Block 11; Lot 1, Block 14; and Lot 1, Block 15, Feather Cove Subdivision No. 1, according to the official plat thereof, filed in Book 50 of Plats at Page 32, Records of Canyon County, Idaho.

EXHIBIT DFEATHER COVE SUBDIVISION NO. 1 FINAL PLAT

See attached.







FEATHER COVE SUBDIVISION NO

CERTIFICATE OF OWNERS

Know at men by these presents. That Challenger Development, Inc. an Idaho Corporation is the owner of the property described as follows.

A parcel of land being a portion of Lots 6.7 and 8 and a portion of the vicated Wisson Avenue of Codinant Place Studinson as filted by CAP, 19 and 19 app 26; recorded of Canyon County, Maho and a portion of the NLI2 of the SW 14 of Section 2. T. 3N, R. XW, BM, Carryon County, Hather more particularly described as follows:

Commencing at a brass cap monument marking the WH4 corner of said Section 2 from which a brass cap monument marking the SW corner of said Section 2 bears South 00*2736* West, 2661 75 feet,

thence along the West boundary line of said Section 2 South 00°27'38" West, 238 00 feet,

thence leaving said West boundary line South 89'24'54" East, 40 00 feet to the REAL POINT OF BEGINNING,

thence continuing South 89°24'54" East, 509 12 feet,

thence North 00°27'00" East, 238 00 feet to a point on the East-West centerline of said Section 2,

thence along said East-West centerline South 89°24'54" East, 737 82 feet,

themse leaving said East-West centerine and 286 06 test along the arc of a non-tangent curve to the left, said curve having a radius of 1,386 80 feet, a central angle of 12*1354* and a long chord which bears South 46*0235* East, 295 50 feet.

thence South 39°23'30" West, 121 50 feet,

thence South 32*58'56" West, 56 35 feet,

thence South 42*19'10" West, 547 65 feet,

thence South 41°01'27" West, 56 01 feet,

thence South 42"19"10" West, 121 00 feet, thence North 47*40'50" West, 380 00 feet,

thence South 42"19"10" West, 177 00 feet,

thence North 47°40'50" West, 25 99 feet,

thence South 42"19"10" West, 121 00 feet,

thence North 47*40'50" West, 497 80 feet,

thence North 00"27'38" East, 269 54 feet to the REAL POINT OF BEGINNING Containing 18 54 acres, more or less

It is the intention of the undersigned to hereby arclade the above described property in this plat and to dedicate to the public, the public streets as shown on this plat are not dedicated to the public. However, the right to use a and reasonments is hereby perpetually reserved for public duthies and such other uses as desognated within this plat and not permanent suchures are to be exceed within the inse of said reasonments. All lots in this plat will be eligible to recover where servers from an existing City of Nampa main time boarded adjacent to the subject sucknesson, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

Corey D Sarton, President

CIVIL ENGINEERING | PLANNING | CADD 1119 E STATEST, SUITE 210 1110 E 200 500 001 111 200 500 001

Sailey Engineering, Inc. PAGE 33 B

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor incensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and actuallesh represents the points platted thereon, and is n conformly with the State of Idaho Code relating to plats and surveys.



ACKNOWLEDGMENT

State of Idaho)

) s s County of Ada)

On the 13th, day of 1 No. 20 19, before the, the undersigned, a Notary Public in and for sad State, presonally appeared Corey D. Batron, known or sherified to me to be the President of Challenger Development, Inc., an Idanio Corporation, the corporation which executed the within institutient and acknowledged to me that he executed the same

In witness whereof, I have hereunto set my hand and affixed my official seekthe day and year in this ceruficate first above

7 | Iy | 2622 My commission expires

SHEET 4 OF 5

FEATHER COVE SUBDIVISION NO 1

HEALTH CERTIFICATE

Sanifary restrictions as required by Idaho Code, 186 SO, Chapter 13 have been statefed based on a review by a Outsided Leonard Professional Engineer (CDPE) represented Cry of Nampa Public Viroles, and the No.IPE approved of the department of the Commission of the Conditions in Professional Commission and the developer for continued statisfaction of the saling holes are Specificated and the conditions imposed on the developer for continued statisfaction of the saling partial Specification and the conditions of the condition of the Commission of the developer for continued and which appropriate building permits of this system extensions were considered Business and continued on an end altoward with appropriate building permits of this system extensions are statistically and a strong contained and the developer as simulationably constituted those facilities (The developer lass to constitut disalities, then stantary restrictions may be temposed, in accordance with Section 50 states of the condition of the securities of a Centriction of Campigorial, and no construction of any busining or statistic requiring dimining water or seventiseptic dealities shall be allowed.

District Health Department, REHS Date

APPROVAL OF CITY COUNCIL



APPROVAL OF CITY ENGINEER

I, the undersigned. City Engineer in and for the City of Nampa, Canyon County, Idaho, hereby approve this plat

ALL (M. 1/10/10 City Engineer
Ou Schalf of Daviel BAD GER

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned. Professional Land Surveyor in and for Cariyon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code. Title 50, Chapter 13 relating to plats and weealene. Journary.

Canyon County Surveyor PATPLES 265 9

CERTIFICATE OF COUNTY TREASURER

1. the undersgrad, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of 1C 60-1308 do the undersgrade, any and all current abrando desiryate (Lounty prosperty tases for the property included in this subdivision, may have been paid in full. This centrification is walk for the next think? (30) days only.

\$5.15 7010 Date





APPROVAL OF CITY PLANNING AND ZONING COMMISSION

Accepted and approved this 28th day of Murch 2017, by the Planning and Zoning Commission of the City of Nampa, Idaho

Charmad Mompa Planning & Zoning Commission

PAGE 33 \mathcal{S}

Sailey Engineering, Inc. CIVIL ENGINEERING PLANNING I CADD 118 5 SASSEST SATE 210 TEL 20 5-305-3015 SATE 210 TEL 20 5-305-3015 SATE 210 SASSEST SATE 2

NOT UNFICIAL SEE ORIGINAL IN RECURDER'S OFFICE

2021-008856 RECORDED

02/05/2021 11:30 AM

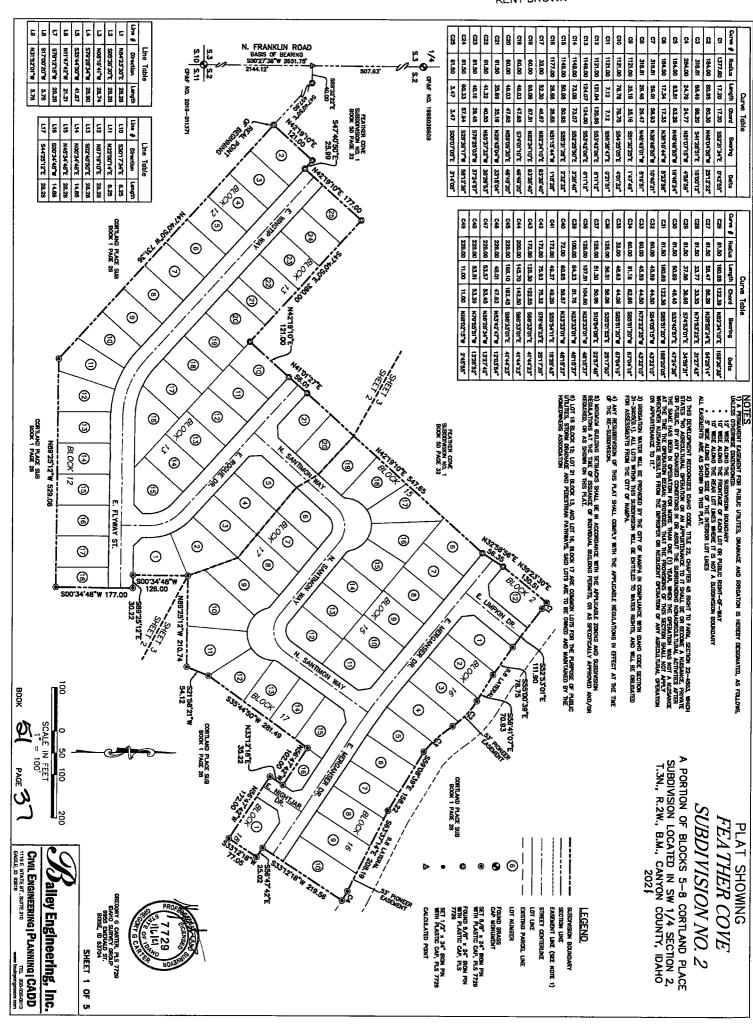


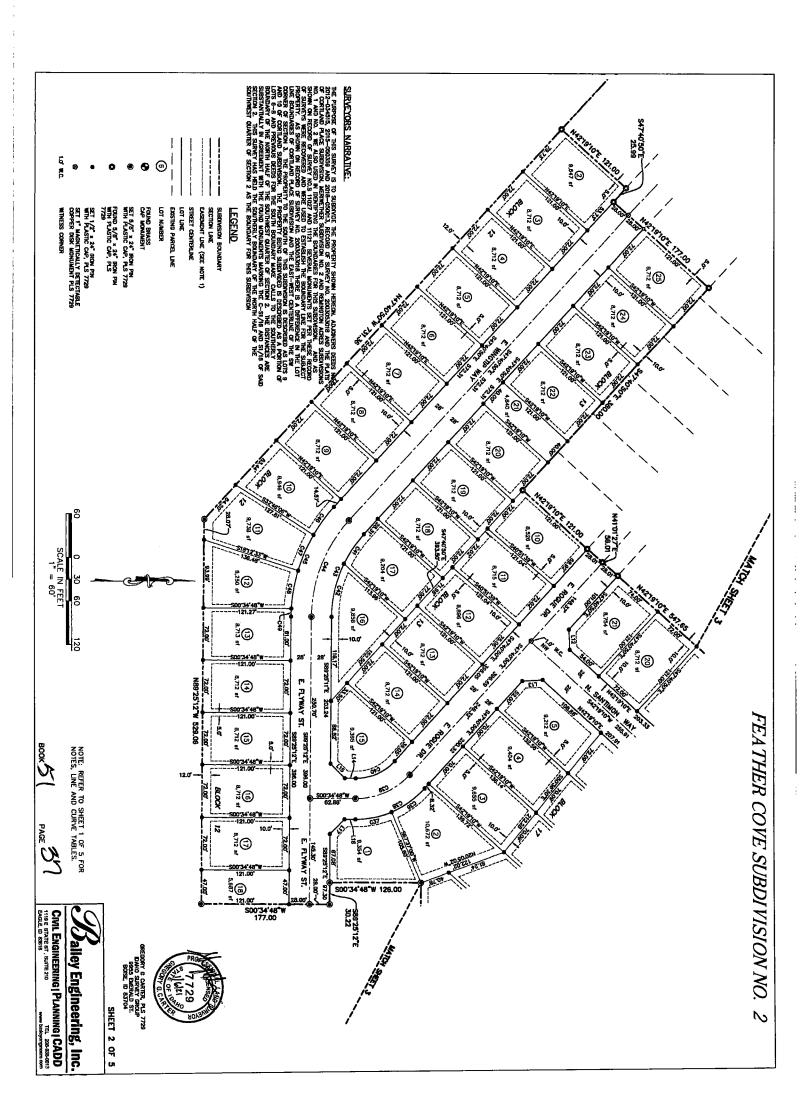
CHRIS YAMAMOTO
CANYON COUNTY RECORDER

ORSES SCARDENAS \$11.00

Pgs=5 SCARDENAS

PLAT KENT BROWN







:

CERTIFICATE OF OWNERS

vicew all men by these presents. That Challenger Development, Inc. an Idaho Corporation is the owner of the property described as

A parcel of land being a portion of Lists 5, 8, 7 and 8 of Confland Place Subdivision as filed in Book 1 of Plats at Page 26, records of Campyn County, Idaho and a portion of the N1/2 of the SW 1/4 of Section 2, T 3N , R 2W, B M , Canyon County, Idaho more particularly described as follows

Commencing at a brass cap manument marking the W1/4 corner of said Section 2 from which a brass cap monument marking the SW corner of said Section 2 brain South 00°2738' West, 2551.75 feet, thence song the West boundary line of said Section 2 brain South 00°2738' West, 2551.75 feet, thence song the West boundary line of said Section 2 brain 90°2732' East, 40 00 feet to an angle point on the extenor boundary line of said Section 2 brain 90°2732' East, 40 00 feet to an angle point on the extenor boundary line of said Feather Cove Subdivision No. 1 as filled in Book of Plats at Page

frence south seather boundary line of said Feather Cove Subdivision No. 1 the following 9 courses and distances thence slong extenor boundary line of said Feather Cove Subdivision No. 1 the following 9 courses and distances thence south 47'40'50' East, 497.80 feet to the REAL POINT OF BEGINNING,

thence South 47'40'50' East, 380 00 feet, thence South 47'40'50' East, 259 feet, thence North 42''19'10' East, 177.00 feet, thence South 47'40'50' East, 380 00 feet, thence North 42''19'10' East, 177.00 feet, thence South 47'40'50' East, 380 00 feet, thence North 42''19'10' East, 177.00 feet, thence South 47'40'50' East, 380 00 feet, thence North 42''19'10' East, 178 feet, thence North 39''23'30' East, 130 51 feet, thence South 47'40'50' East, 380 00 feet, thence South 47'40'50' East, 380 00 feet, thence North 42''19'10' East, 178 feet, thence North 39''23'30' East, 130 51 feet, thence South 52''30'' East, 130 51 feet, thence South 52''30'' East, 131 50 feet to a point of the 18' East, 131 50 feet to a point of East Angle to a section south

thence 88 49 feet along the arc of said reverse curve, said reverse curve having a radii 15°00172 and a long chord which bears South 41°2851° East, 88 20 feet, thence South \$5'08'39' East, 158 22 feet, thence South 53°37'14° East, 208 19 feet, reverse curve having a radius of 316 81 feet, a central angle of

thence 24 78 feet along the arc of a curve to the right, send curve having a radius of 284 00 feet, a central angle of 04°59'55° and go chord which beans South 61°07'15° East, 24 77 feet, thence South 33°12'16° West, 219 56 feet, thence South 56°47'42° East, 25 02 feet, thence South 33°12'16° West, 177 05 feet, thence North 53°12'18° East, 35 22 feet, thence North 56°47'42° West, 102 00 feet, thence South 33°12'16° West, 281 48 feet, thence South 33°12'18° West, 210 74 feet, thence South 50°34'48° West, 281 49 feet, thence South 50°34'48° West, 126 00 feet, thence South 50°32'18° West, 217 00 feet to a point on the South 50°34'48° West, 126 00 feet, thence South 50°32'18° West, 126 00 feet, thence South 50°34'48° West, 177 00 feet to a point on the South 50°34'48° West, 177 00 feet to a point on the South 50°36'18° Leet, thence South 50°34'48° West, 178 00 feet, thence South 50°34'48° West, 178 00°34'48° West, 178 00°3

thence leaving said South boundary line North 47°40′50" West, 731 38 feet to the REAL POINT OF BEGINNING Containing

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The assements as shown on this plat are not dedicated to the public blowever, the right to use said essements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent shructures are to be erected within the lines of said essements. All lots in this plat, and no permanent shructures are to be erected within the lines of said essements. All lots in this plat, and no permanent shructures are to be erected within the lines of said essements. All lots in the plat will be eligible to receive water service from an existing Crty of Nampa main line located adjacent to the subject sion, and City of Nampa has agreed in writing to serve all the lots in this subdivision

Challenger Development, Inc., an Idaho Corporation

CERTIFICATE OF SURVEYOR

i, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor locersed by the State of Idaho, and that this plot as discincted in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supportsion and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



ACKNOWLEDGMENT

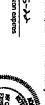
State of Idaho)

) s s County of Ada)

On this 2 day of June 20 20 before me, the undersigned, a Notary Public in and for said State, personally appeared Carey D. Barton, known or identified to me to be the President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and acknowledged to me that he executed the

n witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above

6-05-22 My commission expires





Space Cy

Jailey Engineering, Inc.

CIVIL ENGINEERING | PLANNING | CADD

TEL 208-230-0013

THE 208-230-0013

When being regimen som

FEATHER COVE SUBDIVISION NO. 2

HEALTH_CERTIFICATE

Samtary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Cualified Locarsed Professional Engineer (QLPE) representing City of Nampa Public Works, and the QLPE approval of the design plans and specifications and the conditions representing City of event of the same and specifications and the conditions represed on the developer for continued satisfaction of the samitary restrictions. Buyer is cautioned that at the time of this approval, no dimlung water extensions or sewer extensions favore construction can be allowed with appropriate building permits if dimlung water extensions have since been constructed of if the developer is simultaneously constructing those facilities, if the developer tails to construct facilities, then sanitary restrictions may be reimposed, in those facilities if the developer tails to construct facilities, then sanitary restrictions may be reimposed, in approval, and no construction

I, the undersigned, Professional Land Surveyor in and for Carryon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plats and vascatons ১৮ের এই পত্র,

CAMPON COUNTY SURVEYOR FEIPLS 2659

CERTIFICATE OF COUNTY SURVEYOR

District Health Department, REHS Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk m and for the City of Nampa, Carryon County, Idaho do hereby certify that at a regular meeting of the City Council held on the $2^{\lfloor \frac{3}{2}\rfloor}$ day of $\lfloor \frac{1}{2} \sqrt{2} \sqrt{2} \sqrt{2} - \frac{1}{2} \sqrt{2} \sqrt{2}$, this plat was dufy accepted and approved



CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Ideho, per the requirements of IC 50-1308 do hereby certly that any and all current and/or obstrauent County property bases, (nother purperty included in this subdivision have been paid in full. This certification is valid for the next furity (30) days, any C.E.T.S. Q. V.

02/05/0024 Date



APPROVAL OF CITY PLANNING AND ZONING COMMISSION

I, the undersigned, City Engineer in and for the City of Nampa, Canyon County, Idaho, hereby approve this plat

March 2-1-2)

APPROVAL OF CITY ENGINEER

BOOK 51 PAGE 37

Wailey Engineering, Inc.

CIVIL ENGINEERING PIANNING CADD

SHEET 5 OF 5 1116 & STATE ST. SLITE 210 TEL. 2004-00150 TEL.

ACCOMMODATION RECORDING

2021-010941

RECORDED

02/16/2021 09:37 AM

CHRIS YAMAMOTO CANYON COUNTY RECORDER

Pgs=13 PBRIDGES TYPE: MISC

\$46.00

TITLEONE

ELECTRONICALLY RECORDED

FIRST SUPPLEMENT TO THE **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** FOR FEATHER COVE SUBDIVISION

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FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FEATHER COVE SUBDIVISION

ARTICLE I: SUPPLEMENT/PURPOSES

Section 1. Supplement to Declaration. This First Supplement is a supplement to that certain Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision, recorded on September 16, 2020, as Canyon County, Idaho Instrument Number 2020-053176 ("Master Declaration"). This First Supplement supplements the Master Declaration with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("First Supplement Property"). The First Supplement Property is shown on the Feather Cove Subdivision No. 2 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("First Supplement Plat"). The covenants, conditions and restrictions contained in this First Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

<u>Section 2. Purposes.</u> The purposes of this First Supplement are to subject the First Supplement Property to all the terms and Restrictions contained in the Master Declaration and this First Supplement, to designate the First Supplement Property, to designate additional Common Lots and to set forth other terms and Restrictions, if any, which are unique to the First Supplement Property.

ARTICLE II: DECLARATION

Pursuant to Article I, Section 1 and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the First Supplement Property, including any parcel or portion thereof, is hereby annexed into, and made a part of, the Property, as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all the terms and Restrictions of the Master Declaration and this First Supplement. In addition, each Owner of any Lot within the First Supplement Property shall be a member in the Association, and shall pay all Assessments levied thereby.

ARTICLE III: DEFINITIONS

Section 1. "Common Lots" shall mean all real property within the First Supplement Property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

<u>Section 2.</u> All Other Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

FIRST SUPPLEMENT TO THE MASTER DECLARATION - 1

ARTICLE IV: COMMON LOTS/OVER WATERING

- <u>Section 1.</u> <u>Common Lots.</u> The Common Lots shall be owned and maintained by the Association and all terms and Restrictions contained in the Master Declaration shall be applicable to the Common Lots.
- Section 2. Over Watering. Neither Declarant nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Lot.

ARTICLE V: GENERAL PROVISIONS

- Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any terms or Restrictions now or hereafter imposed by the provisions of this First Supplement. Failure by the Association, Declarant or any Owner to enforce any such term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other term or Restrictions which shall remain in full force and effect.
- Section 3. Term and Amendment. The terms and Restrictions of this First Supplement shall run with and bind the land concurrently with the term of the Master Declaration. This First Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.
- Section 4. <u>Duration and Applicability to Successors</u>. The terms and Restrictions contained within this First Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, as well as all their successors in interest.
- Section 5. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this First Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.
- Section 6. Governing Law. This First Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

[End of Text]

IN WITNESS WHEREOF, the undersigned has duly executed this First Supplement as of the date first above written.

Decl	lara	nt:
------	------	-----

Challenger Development Inc., an Idaho corporation

 $\mathbf{p}_{\mathbf{v}}$

Corey D. Barton, President

STATE OF IDAHO) ss. County of Ada)

This record was acknowledged before me on <u>February 9th</u>, 2021, by Corey D. Barton as the President of Challenger Development Inc.

Signature of Notary Public

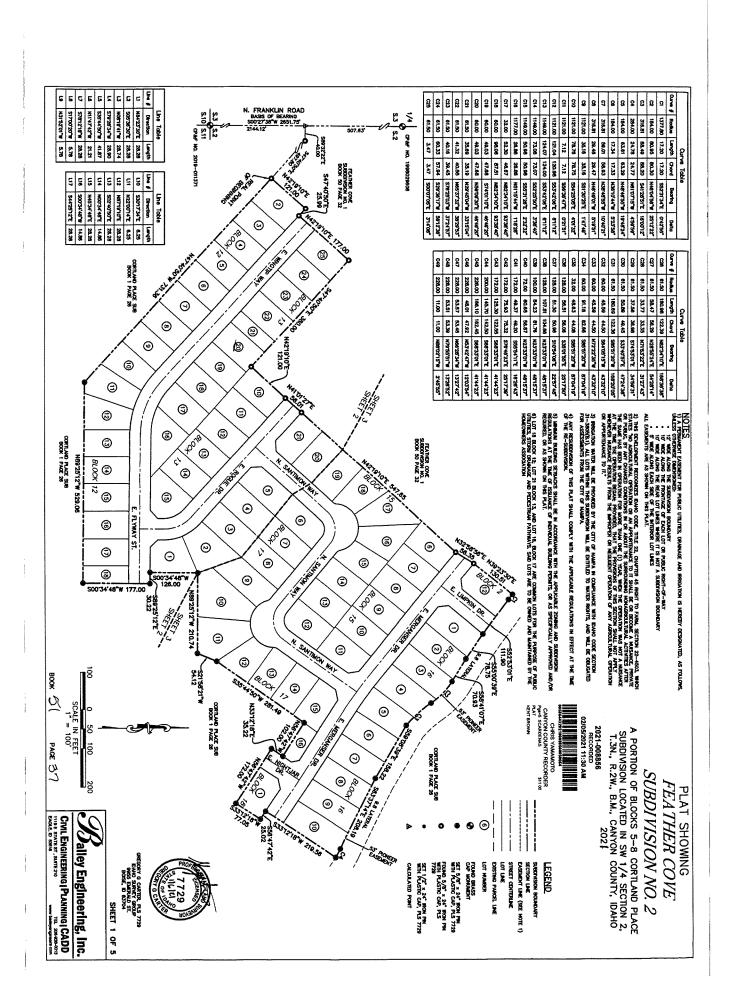
My commission expires: <u>6-05-22</u>

EXHIBIT ALEGAL DESCRIPTION OF THE FIRST SUPPLEMENT PROPERTY

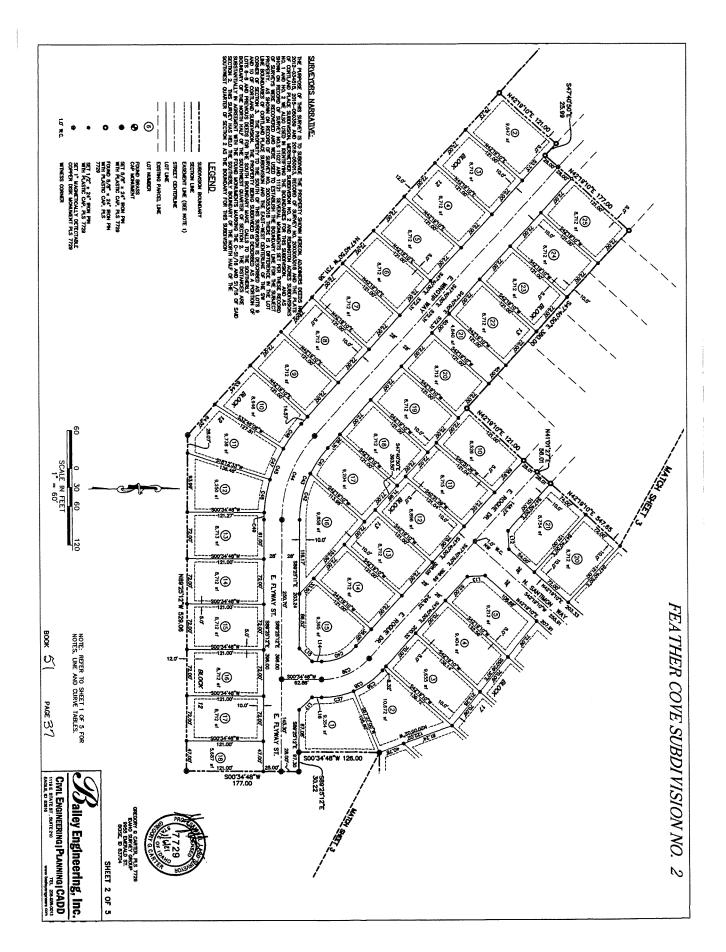
Lot 12, Block 2; Lots 2 through 18, Block 12; Lots 10 through 25, Block 13; Lots 6 through 21, Block 15; Lots 1 through 10, Block 16; Lots 1 through 16, Block 17; and Lot 1, Block 18, Feather Cove Subdivision No. 2, according to the official plat thereof, filed in Book 51 of Plats at Page 37, Records of Canyon County, Idaho.

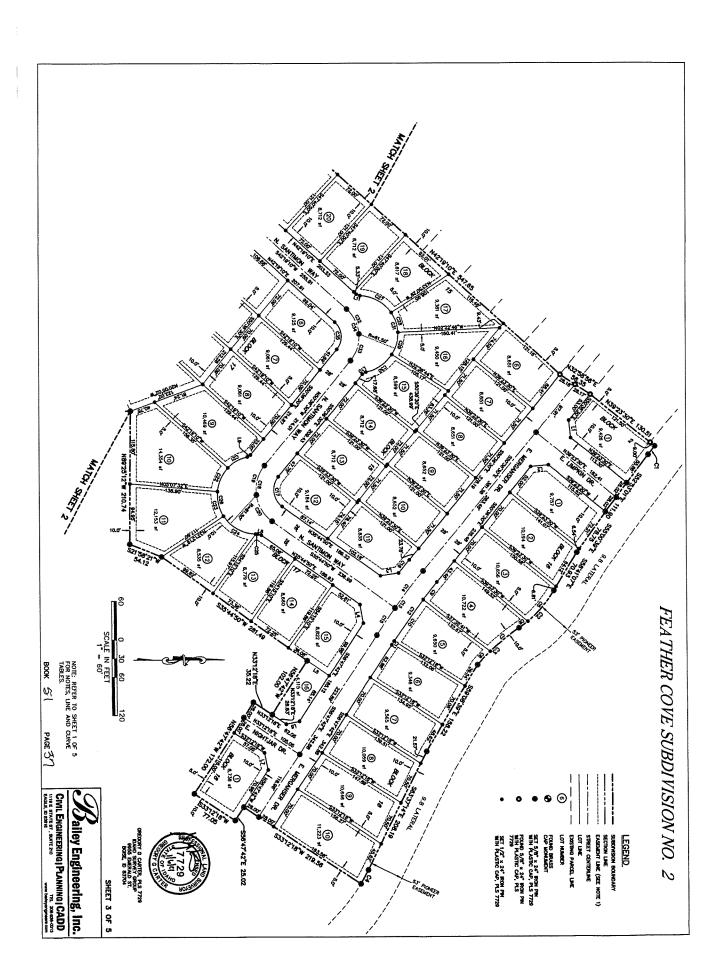
EXHIBIT BFEATHER COVE SUBDIVISION NO. 2 FINAL PLAT

See attached.



: & [





FEATHER COVE SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

Know all men by these presents. That Challenger Development, Inc. an Idaho Corporation is the owner of the property described as

A parcel of land being a portion of Lots 5, 6, 7 and 8 of Cordand Place Subdinsion as filed in Book 1 of Plats at Page 26, records of Carryon County, Idaho and a portion of the N1/2 of the SW 1/4 of Section 2, T 3N , R 2W , B M , Carryon County, Idaho more particularly described as follows

Commencing at a brass cap monument marking the Wil4 corner of said Section 2 from which a brass cap monument marking the Wil4 corner of said Section 2 East, 307 63 feet, thence along the Visit boundary line of said Section 25737 West, 507 63 feet, thence sating said Visit boundary line of said Section 25737 West, 507 63 feet, and any given on the exterior boundary line of them of

It at the relientor of the undersigned to heetly notate the above described property in this site and to dedicate to the public the public streets as shown on this plat. The assements as shown on this plat are not dedicated to the public However, the right to use and essements is heetly perpetually reserved for public utilities and such offer uses as designated within this plat, and no permanent structures are to be erected within the times of said assements. All lots in this plat, and no permanent structures are to be erected within the times of said assements. All lots in this plat, will be eligible to receive writter service from an easing Cyto (Nampa men in the located adjacent to the subject subdiresion, and City of Nampa has agreed in writing to service all the lots in this subdiresion.

Challenger Development, Inc., an Idaho Corporation

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plut as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supermoon and accurately represents the points platted thereon, and is in conformly with the State of Idaho Code relating to plats and surveys



ACKNOPLEDGMENT

State of Idaho)

) 8 8 County of Ada)

On the 25d day of 15unc 2020 before me, the underagned, a Notary Public in and for said State, personally appeared Corey D. Barton, known or detailed to me to be the President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and acknowledged to me that he executed the

witness whereof, I have hereunto set hand and affixed my official seat the day and year in this certificate first above

6-05-22 My commission expires





<u>0</u>2 PAGE ين

Bailey Engineering, Inc.

CIVIL ENGINEERING | PLANNING | CADD 1110 E 57ATE \$1, SATE \$10 TEL 200400-0013 EAGLE, DE25010

FEATHER COVE SUBDIVISION NO. 2

HEALTH CERTIFICATE

Sentiary restrictions as required by Idaho Code, Tide 50, Chapter 13 have been substited based on a review by a Qualified Lossed Professoral Express (QLES) properations QCP of Hamps privacy which and the QLES express of the desagn plans and specifications and the conditions imposed on the developer for continued establishment earliery restrictions. By their a substance that at the arms of the appropriat, no developer for continued establishment eathering where conditioned Building constitution can be although with appropriate building parties of developer as emissions parties of developer as emissions or severe continued as the condition and been constituted of if the developer is emissionally parties of developer as as conditions developed, then accordance with Section 65:1250, (spin Code), by the assumpts of a Centralized or all the developer as an ordance of the conditions o

I, the undersigned, Professional Land Surveyor in and for Camyon County, Idaho, do hereby certify that I have checked the plat in accordance with Idaho Code, Tide 50, Chapter 13 relating to plata and vessions. ქুৱন্ধ ন্দ্ৰপুষ্

Compan County Sumply

Compan County Sumply

Control County Sumply

C

CERTIFICATE OF COUNTY SURVEYOR

District Houth Department, REHS Date

APPROVAL OF CITY COUNCIL

. The undestigned, Caty Chek in and for the City of Nampia, Camyon County, Idaho do Inerety certify that it a regular meeting of the City Council held on the 212 day of 10.04247 _____. 20.22 ____, the plat was day accepted and approved.



CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Thesister in and for the County of Carryon, State of Idaho, per the requirements of IC 50-1308 do hearby castly this any and all current and/or de-inquent County property base, (believing region) included in this subdominion have been pout in fail. This confliction in shall for the next thirty (30) any angle (ETS 50.7).

02/05/0021



APPROVAL OF CITY PLANNING AND ZONING COMMISSION

I, the undersigned, City Engineer in and for the City of Nampa, Carryon County, Idaho, hereby approve this plat

- 2-1-2)

APPROVAL OF CITY ENGINEER



PAGE

Walley Engineering, Inc.

CRIL ENGINEERING PLANNING CADD

TH. 204-00-003
TH. 204-00-003
TH. 204-00-003
TH. 204-00-003

EXHIBIT CLEGAL DESCRIPTION OF THE COMMON LOTS

Lot 18, Block 12; Lot 21, Block 13; and Lot 16, Block 17, Feather Cove Subdivision No. 2, according to the official plat thereof, filed in Book 51 of Plats at Page 37, Records of Canyon County, Idaho.

2021-082645

RECORDED

12/03/2021 04:02 PM

CHRIS YAMAMOTO CANYON COUNTY RECORDER

Pgs=14 JWINSLOW TYPE: MISC

\$49.00

TITLEONE BOISE

ELECTRONICALLY RECORDED

ACCOMMODATION RECORDING

AMENDED FIRST SUPPLEMENT TO THE **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** FOR FEATHER COVE SUBDIVISION

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AMENDED FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FEATHER COVE SUBDIVISION

This Amended First Supplement To The Declaration Of Covenants, Conditions And Restrictions For Feather Cove Subdivision (this "First Supplement") is made this 3/4 day of December, 2021, by Challenger Development Inc., an Idaho corporation ("Declarant").

ARTICLE I: SUPPLEMENT/PURPOSES

Section 1. Supplement to Declaration. This First Supplement is a supplement to that certain Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision, recorded on September 16, 2020, as Canyon County, Idaho Instrument Number 2020-053176 ("Master Declaration"). This First Supplement supplements the Master Declaration with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("First Supplement Property"). The First Supplement Property is shown on the Amended Feather Cove Subdivision No. 2 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("First Supplement Plat"). The covenants, conditions and restrictions contained in this First Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

<u>Section 2. Purposes.</u> The purposes of this First Supplement are to subject the First Supplement Property to all the terms and Restrictions contained in the Master Declaration and this First Supplement, to designate the First Supplement Property, to designate additional Common Lots and to set forth other terms and Restrictions, if any, which are unique to the First Supplement Property.

ARTICLE II: DECLARATION

Pursuant to Article I, Section 1 and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the First Supplement Property, including any parcel or portion thereof, is hereby annexed into, and made a part of, the Property, as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all the terms and Restrictions of the Master Declaration and this First Supplement. In addition, each Owner of any Lot within the First Supplement Property shall be a member in the Association, and shall pay all Assessments levied thereby.

ARTICLE III: DEFINITIONS

Section 1. "Common Lots" shall mean all real property within the First Supplement Property (including the Improvements thereto) owned by the Association. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

<u>Section 2.</u> All Other Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

- <u>Section 1</u> <u>Common Lots.</u> The Common Lots shall be owned and maintained by the Association and all terms and Restrictions contained in the Master Declaration shall be applicable to the Common Lots.
- Section 2. Initial Front Yard Landscaping. Notwithstanding Article IV, Section 17 of the Master Declaration, Declarant shall have no obligation to provide sod, hydro seed or any other grass material in the front yards of any Lots within the First Supplement Property. All other Restrictions contained in Article IV, Section 17 of the Master Declaration shall remain in full force and effect.
- Section 3. Watering Schedules/Over Watering. By accepting a deed to any portion of the First Supplement Property, each Owner and the Association agree to abide by any irrigation watering schedule enacted by the City of Nampa or Association.

Neither Declarant nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Lot.

<u>Section 4.</u> <u>Parking.</u> In addition to any other parking restrictions contained in the Master Declaration, all Owners within the First Supplement Property, as well as their family members, invitees and licensees, are hereby prohibited from parking vehicles in the front yards of Lots; provided however, that this restriction shall not prohibit Owners, or their family members, invitees or licensees, from temporarily parking operative motor vehicles on the driveway aprons of Lots.

ARTICLE V: GENERAL PROVISIONS

- <u>Section 1.</u> <u>Enforcement.</u> The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any terms or Restrictions now or hereafter imposed by the provisions of this First Supplement. Failure by the Association, Declarant or any Owner to enforce any such term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other term or Restrictions which shall remain in full force and effect.
- Section 3. Term and Amendment. The terms and Restrictions of this First Supplement shall run with and bind the land concurrently with the term of the Master Declaration. This First Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.
- <u>Section 4.</u> <u>Duration and Applicability to Successors.</u> The terms and Restrictions contained within this First Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, as well as all their successors in interest.
- Section 5. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this First Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

<u>Section 6.</u> <u>Governing Law.</u> This First Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has duly executed this First Supplement as of the date first above written.

Declarant:

Challenger Developn	ent Inc.
an Idaho corporation	

By:

Corey D. Barton, President

STATE OF IDAHO) ss.

County of Ada)

This record was acknowledged before me on <u>December 3</u>, 2021, by Corey D. Barton as the President of Challenger Development Inc.

Signature of Notary Public

My commission expires: 6-05-20

Agreed to and approved this 3 rd day	of	December,	2021	by	the	Feather	Cove	Homeowners'
Association, Inc., an Idaho non-profit corporation.								

Feather Cove Homeowners' Association, Inc., an Idaho non-profit corporation

By:

Corey D. Barton, President

STATE OF IDAHO) ss. County of Ada)

This record was acknowledged before me on <u>December 3 ***</u>, 2021, by Corey D. Barton as the President of the Feather Cove Homeowners' Association, Inc.

Signature of Notary Public

My commission expires: 6-05-22

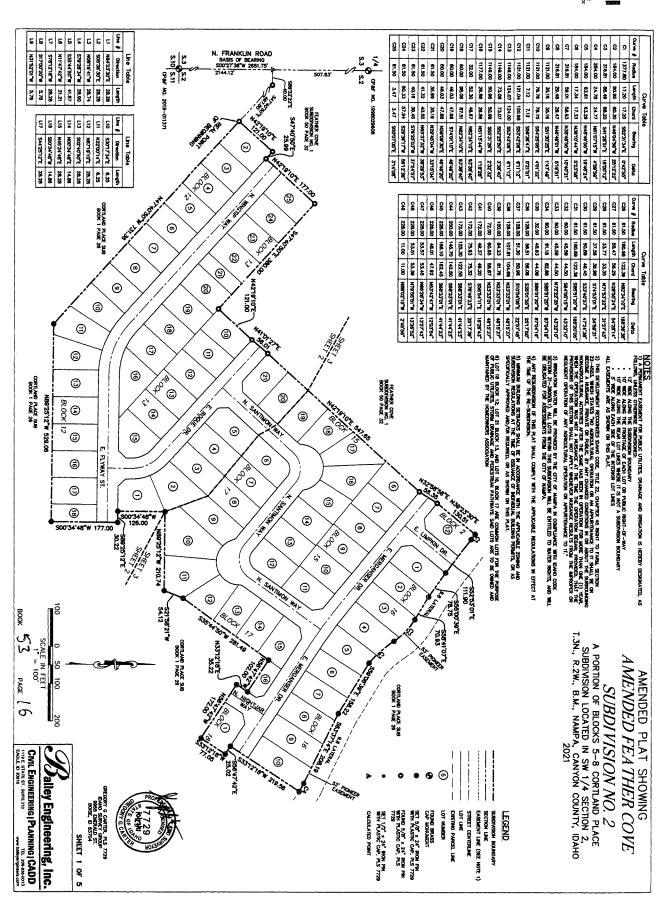


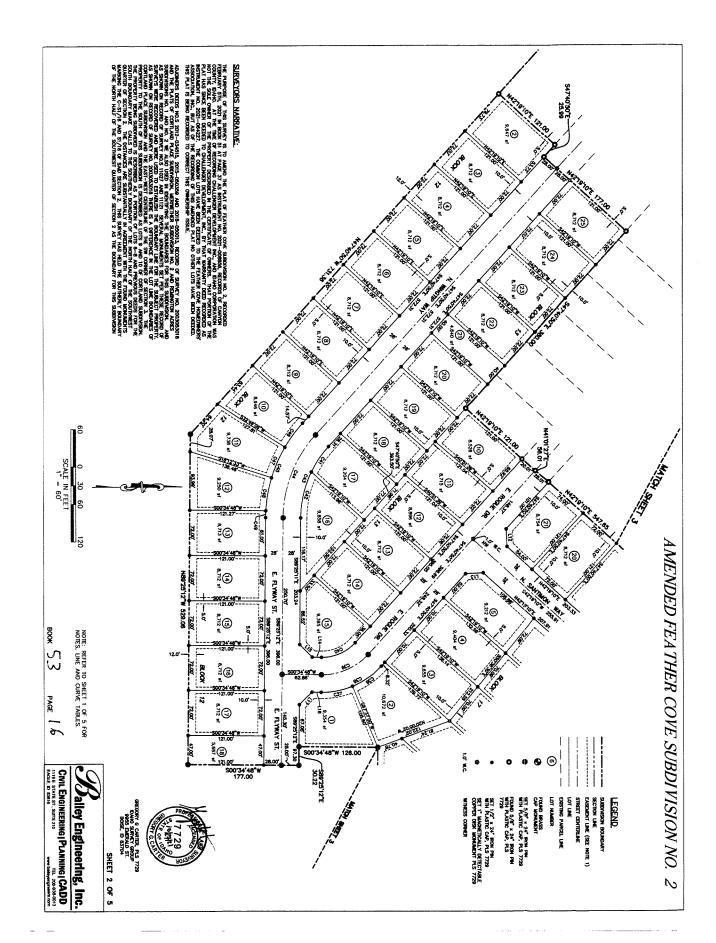
EXHIBIT ALEGAL DESCRIPTION OF THE FIRST SUPPLEMENT PROPERTY

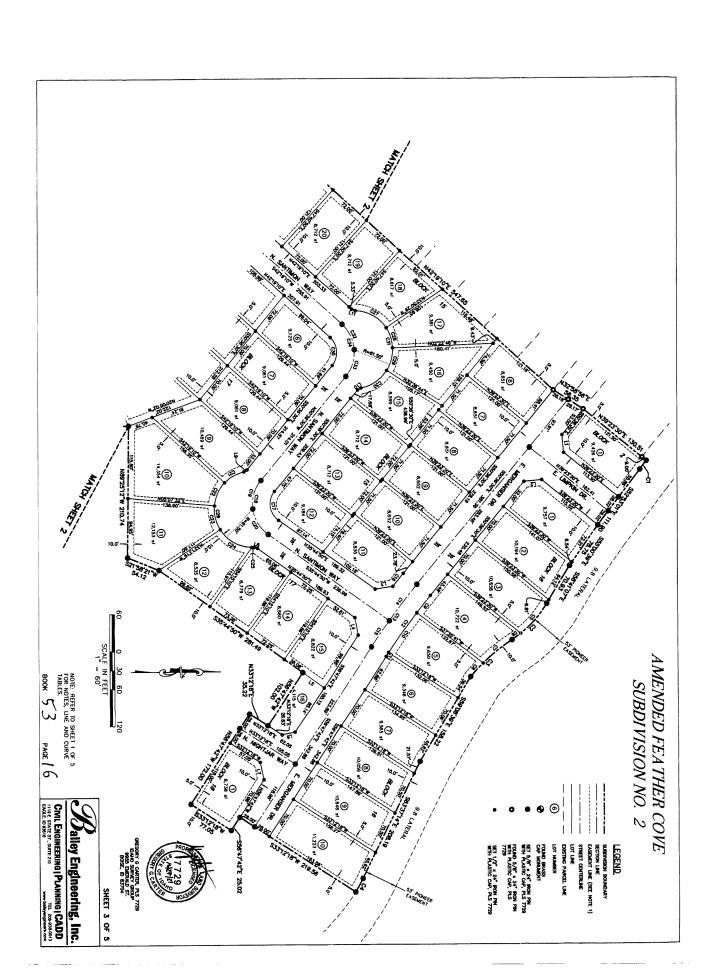
Lot 12, Block 2; Lots 2 through 18, Block 12; Lots 10 through 25, Block 13; Lots 6 through 21, Block 15; Lots 1 through 10, Block 16; Lots 1 through 16, Block 17; and Lot 1, Block 18, Amended Feather Cove Subdivision No. 2, according to the official plat thereof, filed in Book 53 of Plats at Page 16, Records of Canyon County, Idaho.

EXHIBIT BAMENDED FEATHER COVE SUBDIVISION NO. 2 FINAL PLAT

See attached.







CERTIFICATE OF OFNERS

Know all men by these presents: That Challenger Development, Inc. an Idaho Corporation and Feather Cove Homeowners' Association, Inc., and Idaho Corporation, are the owners of the property described as follows:

A parak di kud bairg a potion of Lota 5, 6, 7 and 8 of Containd Place Subdivision as field in Book 1 of Plata at Page 26, records Canyon County, Idaho and a portion of the N12 of the SW 144 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho more titoutiny described as feliones:

Commencing at a breast cap movument marking the WHA corner of said Section 2 from which a breast cap monument marking the SV corner of said Section 2 from which a breast cap monument marking the SV corner of said Section 2 feet.

Per section (2014) In the SV corner of said Section 2 (2014) In the SV corner of said Section 2 (2014) In the SV corner of said Section 2 (2014) In the sold sold said Section 2 (2014) In the SV corner of said Section 2 (2014) In the SV corner of said Section 2 (2014) In the sold sold said Section 2 (2014) In the SV corner of said Section 2 (2014) In the sold said Section 2 (2014) In the sold sold said Section 2 (2014) In the s

therea being sed South boundary ine North 47"40"50" West, 232.05 feet therea being sed South boundary line North 47"40"50" West, 731.35 feet to the REAL POWIT OF BECOMMENC. Containing 20.76 sizes, more or feet.

It is the intention of the undersigned to hereby include the above described properly in this pill and to decicable to the pubble; the pubble streets as abown on the pill. The essements as shown on this pills are not dedicated to the pubble. However, the right to use said describents is thereby perpolately reserved for pubble utilities and such other uses as designated within the pill, and no permanent structures are to be encoded within the lines of said described. All tots in this pat will be eighble to receive writer the pills from an orbitaling CRy of themps main their boration adjacent to the subject subdivision, and CRy of the stranger than the pills and the pills are the subdivision, and CRy of themps the subdivision in this subdivision.

Challenger Development, Inc., ap-fdBhy Corporation

Feather Cove Homeowners' Association, Inc.

Corey Barton Director
Owners of Lot 18. Block 12; Lot 21, Block 13; Lot 18, Block 17

CERTIFICATE OF SURVEYOR

Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor iconsect by the State of Idaho, and that this plat as described in the "Christicals of Owners" was drawn from an actual survey made on this ground under my dend supervision and occurrately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plate and surveys.



ACKNOWLEDGMENT

State of Idaho) a.s. County of Ada)

On this 17th day of Section hade. 2011 before me, the understipped, a Notary Public in and for each State, prescribed appeared Corey D. Batton, frown or identified to me to be the President of Chadenger Development, fic., an Idaho Corporation, the compression which executed the which instrument or the person, who executed the instrument on behalf of said corporation and extraordeological to me that said corporation executed the same

witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above





ACKNOWLEDGMENT

State of Ideho) s.s. County of Ada)

On this \(\bullet \) dry of \(\sum_{\text{of plankber}} = 20 \frac{\delta}{2}\), before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Betton, known or identified to me to be the Orector of Feather Core Homeowner's Association, inc., an idea's Corporation, the composition which associated the within stationant or the person who searched the instrument on behalf of said corporation and admonstrating to me that said corporation executed the same

witness whereof, I have hereunto set my hand and affood my official seal the day and year in this certificate first above



Notary Public for Idaho
Residing in Nullayes, Idaho

PAGE 16

CIVIL ENGINEERING | PLANNING | CADD 1110 E STATE ST. SUITE 210 110 E STATE ST. SUITE ST. SUITE 210 110 E STATE ST. SUITE S Dalley Engineering, Inc.

SHEET 4 OF 5

AMENDED FEATHER COVE SUBDIVISION NO. 2

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Tible 50, Chapter 13 have been satisfied based on a review by a Qualified Libersed Professional Engineer (QLPE) representing City of Hampa Public Works, and the QLPE approach of the design plans and expondation and the conditions imposed on the developer for continued satisfaction of the satisfary restrictions. Buyer is cautioned that at the time of this approval, no dinking water extensions or sever extensions were constructed. Building construction can be allowed with appropriate building permits if drinking varier softenions or severe extensions have since been constructed or if the developer is simultaneously constructing these facilities. If the developer fails to construct facilities, then auritary restrictions may be retriposed in succordance with Section 50-1326, Idaho Code, by the issuance of a Certification of Despyronal, and no construction

I, the undersigned, Professional Land Surveyor in and for Carryon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plats and vecesions. 5V R V E Y S.

CERTIFICATE OF COUNTY SURVEYOR

District Health Department, REHS Date

APPROVAL OF CITY COUNCIL

t the undersigned, City Clerk in and for the City of Nampa, Canryon County, Idaho do hereby certify that at a regular meeting of the City Council held on the <u>2151</u> day of <u>\\nambaruary</u>. 20<u>.50</u>, this plat was divy accepted and approved:



APPROVAL OF CITY ENGINEER

I, the undersigned. City Engineer in and for the City of Nampa, Carryon County, Idaho, hereby approve this plat

10-19-2) Date

CERTIFICATE OF COUNTY TREASURER

the undersigned. County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C.50-1308 do treately certify that any and all current and/or delinquent County properly taxes for the properly included in this autodivision have been paid in fail. This confliction is vailed for the next thinty (30 days only.

10/28/2021





APPROVAL OF CITY PLANNING AND ZONING COMMISSION

Accepted and approved the $\frac{|\psi^{H}|}{2}$ day of $\frac{\partial a_{HMA}\gamma}{\partial a_{HMA}\gamma}$. 20.20 _, by the Planning and Zoning Commission of the City of Nampa, Idaho.

n, Nampa Planning & Zoning Commission



PAGE 16

Walley Engineering, Inc.

SHEET 5 OF 5 CIVIL ENGINEERING | PLANNING | CADD 1119E STATE ST. SUITE 210 TEL 200-029-0013 EAGLE D 20319 STATE D

EXHIBIT CLEGAL DESCRIPTION OF THE COMMON LOTS

Lot 18, Block 12; Lot 21, Block 13; and Lot 16, Block 17, Amended Feather Cove Subdivision No. 2, according to the official plat thereof, filed in Book 53 of Plats at Page 16, Records of Canyon County, Idaho.

ACCOMMODATION RECORDING

2021-084152

RECORDED

12/10/2021 12:24 PM

CHRIS YAMAMOTO CANYON COUNTY RECORDER

Pgs=12 EHOWELL TYPE: MISC

\$43.00

TITLEONE BOISE

ELECTRONICALLY RECORDED

SECOND SUPPLEMENT TO THE **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** FOR FEATHER COVE SUBDIVISION

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SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FEATHER COVE SUBDIVISION

This Second Supplement To The Declaration Of Covenants, Conditions And Restrictions For Feather Cove Subdivision (this "Second Supplement") is made this 10 day of 12021, by Challenger Development Inc., an Idaho corporation ("Declarant").

ARTICLE I: SUPPLEMENT/PURPOSES

Section 1. Supplement to Declaration. This Second Supplement is a supplement to: 1) that certain Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision, recorded on September 16, 2020, as Canyon County, Idaho Instrument Number 2020-053176 ("Master Declaration"), and 2) that certain Amended First Supplement to the Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision, recorded on December 3, 2021, as Canyon County, Idaho Instrument Number 2021-082645 ("First Supplement"). This Second Supplement supplements the Master Declaration and First Supplement with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("Second Supplement Property"). The Second Supplement Property is shown on the Feather Cove Subdivision No. 3 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("Second Supplement Plat"). The covenants, conditions and restrictions contained in this Second Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration and First Supplement, except insofar as the covenants, conditions and restrictions of the Master Declaration and First Supplement are hereinafter expressly modified hereby.

<u>Section 2. Purposes.</u> The purposes of this Second Supplement are to subject the Second Supplement Property to all the terms and Restrictions contained in the Master Declaration, First Supplement and this Second Supplement, to designate the Second Supplement Property, to designate additional Common Lots and to set forth other terms and Restrictions, if any, which are unique to the Second Supplement Property.

ARTICLE II: DECLARATION

Pursuant to Article I, Section 1 and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the Second Supplement Property, including any parcel or portion thereof, is hereby annexed into, and made a part of, the Property, as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all the terms and Restrictions of the Master Declaration, First Supplement and this Second Supplement. In addition, each Owner of any Lot within the Second Supplement Property shall be a Member in the Association, and shall pay all Assessments levied thereby.

ARTICLE III: DEFINITIONS

Section 1. "Common Lots" shall mean all real property within the Second Supplement Property (including the Improvements thereto) owned by the Association. The Common Lots are legally described on the attached Exhibit \underline{C} , which is made a part hereof.

Section 2. All Other Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

SECOND SUPPLEMENT TO THE MASTER DECLARATION - 1

ARTICLE IV: GENERAL USES AND REGULATION OF USES

- <u>Section 1</u> <u>Common Lots.</u> The Common Lots shall be owned and maintained by the Association and all terms and Restrictions contained in the Master Declaration shall be applicable to the Common Lots.
- Section 2. <u>Initial Front Yard Landscaping</u>. Notwithstanding Article IV, Section 17 of the Master Declaration, Declarant shall have no obligation to provide sod, hydro seed or any other grass material in the front yards of any Lots within the Second Supplement Property. All other Restrictions contained in Article IV, Section 17 of the Master Declaration shall remain in full force and effect.
- Section 3. Watering Schedules/Over Watering. By accepting a deed to any portion of the Second Supplement Property, each Owner and the Association agree to abide by any irrigation watering schedule enacted by the City of Nampa or Association.

Neither Declarant nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Lot.

<u>Section 4.</u> <u>Parking.</u> In addition to any other parking restrictions contained in the Master Declaration, all Owners within the Second Supplement Property, as well as their family members, invitees and licensees, are hereby prohibited from parking vehicles in the front yards of Lots; provided however, that this restriction shall not prohibit Owners, or their family members, invitees or licensees, from temporarily parking operative motor vehicles on the driveway aprons of Lots.

ARTICLE V: GENERAL PROVISIONS

- Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any terms or Restrictions now or hereafter imposed by the provisions of this Second Supplement. Failure by the Association, Declarant or any Owner to immediately enforce any such term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other term or Restrictions which shall remain in full force and effect.
- Section 3. Term and Amendment. The terms and Restrictions of this Second Supplement shall run with and bind the land concurrently with the term of the Master Declaration. This Second Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.
- Section 4. <u>Duration and Applicability to Successors</u>. The terms and Restrictions contained within this Second Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, as well as all their successors in interest.
- Section 5. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Second Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

SECOND SUPPLEMENT TO THE MASTER DECLARATION - 2

<u>Section 6</u>. <u>Governing Law.</u> This Second Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has duly executed this Second Supplement as of the date first above written.

D 1	larant	
シワ	aranı	

Challenger Development Inc., an Idaho corporation

By:

Corey D. Barton, Presiden

STATE OF IDAHO) ss. County of Ada)

This record was acknowledged before me on <u>December 10^{tz}</u>, 2021, by Corey D. Barton as the President of Challenger Development Inc.

Signature of Notary Public

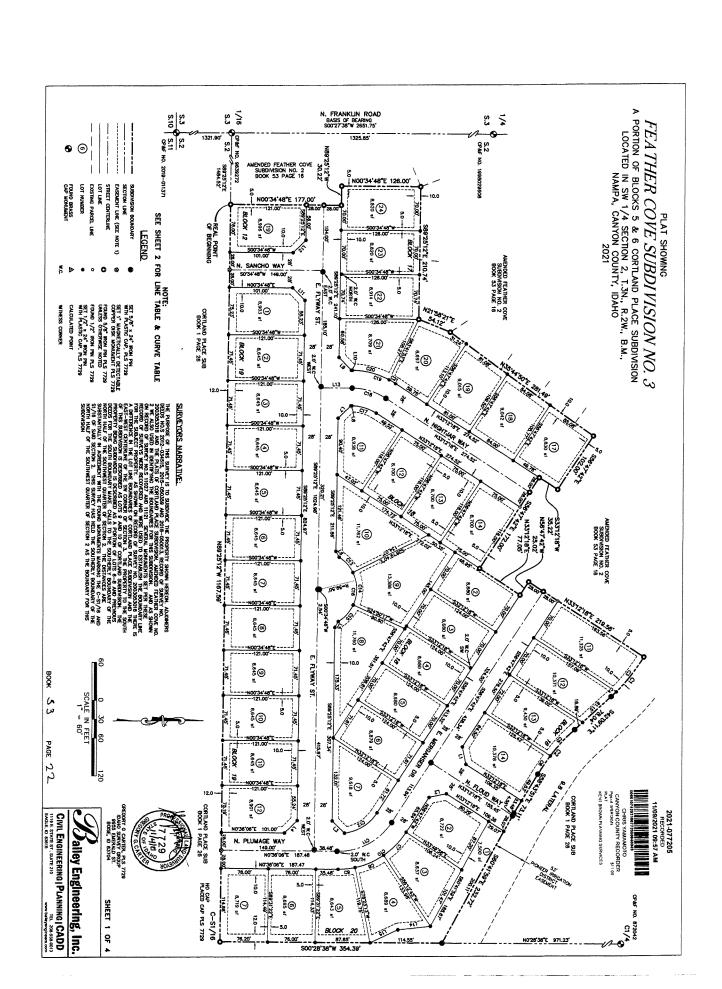
My commission expires: 6-05-22

EXHIBIT ALEGAL DESCRIPTION OF THE SECOND SUPPLEMENT PROPERTY

Lot 19, Block 12; Lots 11 through 14, Block 16; Lots 17 through 24, Block 17; Lots 2 through 14, Block 18; Lots 1 through 12, Block 19; and Lots 1 through 7, Block 20, Feather Cove Subdivision No. 3, according to the official plat thereof, filed in Book 53 of Plats at Page 22, Records of Canyon County, Idaho.

EXHIBIT BFEATHER COVE SUBDIVISION NO. 3 FINAL PLAT

See attached.



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A PERMANENT EASCHENT FOR PUBLIC UTILITIES, DRAWAGE AND IRRIGATION IS HEREBY DESIGNATED, AS FOLLOWS, UNLESS OTHERWISE DIMENSIONED:

2) THIS CREAGMENT RECOMEZES DIANG CODE, TILE 22 CAMERTS 45 RIGHT TO FAM, SECTION 22-4503, WHICH STATES 45 RIGHT TO FAM, SECTION 22-4503, WHICH STATES 45 CAMERICANE, TO THE SALE OF RECOVER A RESIDENCE, PROMINE THE SALE OF AMERICANE AND COMPANIES AND COMPA

3) ERBOANDM WATER MAL BE PROVINCED BY THE DITY OF MAMPA IN COMPLANCE WITH IDAHO CODE SECTION 33-200(SEL) JAL 1001 WHITH THAS SUBDIVISION WAL BE ENTITLED TO WATER RICHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF MAMPA.

4) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

5) Immari Relimo Strucos Smal Re Pa accordance with the applicable zonno and subsonsion recurations at the Time of Resumce of Mannoval Balding Permits, or as Specifically Approved And/or recurred, or as Shown on This Pali.

9) LOT S, BLOCK 19 AND LOT 1, BLOCK 20 ARE COMMON LOTS FOR THE PURPOSE OF PUBLIC UTILITIES, STORM DRAMACE, AND PERESTRAN PATHRAYS. SAID LOTS ARE TO BE OWNED AND MANTÁNED BY THE HOMEOWHERS ASSOCIATION



SHEET 2 OF 4

PAGE 22

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Walley Engineering, Inc. CIVIL ENGINEERING | PLANNING | CADD TEL 200-502-0013 ENGLE TO ESSIGN TEL 200-502-0013 ENGLE TO ESSIGN TO THE 200-502-0013 ENGLE TO ESSIGN TO ESS

CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc. an Idaho Corporation is the owner of the property described as follows:

A portion of Lots 5 and 6 of Cortland Place Subdivision as filed in Book 1 of Plats at Plage 28, records of Carryon County, Idaho and a portion of the NETI4 of the SW 1/4 of Section 2, T.3N., R.2W., B.M., Nampa, Carryon County, Idaho more particularly described as follows:

Commencing at a brass cap monument marking the W1/4 corner of said Section 2 from which a brass cap monument marking the SW corner of said Section 2 bears South 00°27'38" West, 2651.75 feet.

Thence along the West boundary line of said Section 2 South 00°27'38" West, 1205 85 feet in the C1/16 corner of th

thence along the West boundary line of said Section 2 South 00°27'38' West, 1325 85 feet to the S1/16 corner of said Section 2, thence along the South boundary line of the NE: 1/4 of the SW 1/4 of said Section 2 South 89'25' 12' East, 1,484.52 feet to an angle point on the southerly boundary line of Lot 11, 866x, 12 of Feather Cove Subdivision No. 2 as filed in Book 51 of Pats at Page 57, records of Camyon County, Idaho, said point also being the REAL POINT OF BEGINNING:

Thence leaving said South boundary line and along the exterior boundary line of said Feather Cove Subdivision No. 2 the following 12 courses and distances:

bence North 00"344g* East, 177.00 feet therox North 08"24 g* East, 120.0 feet therox North 08"24 g* East, 120.0 feet therox North 08"25"12" East, 210.7 d feet therox North 18"25"12" East, 210.1 d feet therox North 18"25"12" East, 21 feet therox North 18"24"12" East, 12"0.00 feet therox South 58"24"12" East, 12"0.00 feet therox South 58"24"12" East, 17"2.00 feet therox South 58"24"12" East, 17"2.00 feet therox North 58"44"2" West, 35"22 feet therox North 58"44"2" West, 35"20 feet therox North 58"44"2" West, 35"20 feet therox North 58"44"2" West, 35"20 feet therox North 58"41"2" West, 36"20 feet therox North 58"4"1" West,

there's learning said exterior boundary five and 81 63 feet along the arc of a non-tangent curve to the right, said curve having a radius of 284 AO feet, a central angle of 16726VF and a long chord which bears South 5072317 East, 81.35 leet; themos South 472611 East, 71 844 leet; themos South 472611 East, 71 844 leet; themos South 472731 East, 71 1844 leet; said curve having a radius of 316.00 feet, a central angle of 16°34/40° and a brone South 5274371 East, 73.11 feet; themos South 5274371 East, 73.11 feet; 7

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby pepticularly reserved for public inflices and such other uses as designated within this patt, and not permanent structures are to the every writing the lines of said easements. All lots in this patt will be eighble to receive water services from a residing Clyb (Nampa main the located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

CERTIFICATE OF SURVEYOR

I Gregory G. Carter, do hereby carify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificatic of Owners" was drawn from an actual survey made on the ground under my direct supervision and socrutiely represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



ACKNOWLEDGMENT

State of Idaho)

) s.s. County of Ada)

On this \$\begin{align*} \frac{\mathbb{E}^{4}}{2} \text{ day of } \frac{\mathbb{T}_{1}\mathbb{I}_{1}}{2} \text{ and for said State}, before me, the undersigned, a Notary Public in and for said State, personally appeared Cony D. Bartoff, forward or identified to me to be the President of Challeringer Development, forc, an idaho Corporation, the composation which associated the wiftin nationnent and extraorediged to me that he executed the second of the control of the c

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

46-50-9

My commission expires



BOOK 53 PAGE 2

SHEET 3 OF 4 **Walley Engineering, Inc.**

CIVIL ENGINEERING | PLANNING | CADD 1119 E STATE ST., SUITE 210 TEL. 200-202-2013 EAGLE, D \$20015

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code. Title 50, Chapter 13 have been satisfied based on a review by a Custified Licensed Professional Engineer (QLPE) representing City of Hampa Public Morks, and the QLPE approval of the design plants and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval no clinking water extensions or severe extensions were constructed. Building construction can be allowed with appropriate building permits if orthway water extensions reserved and the construction of the developer is simultaneously construction extensions or severe extensions or severe extensions or severe extensions to severe extensions to severe extensions to severe extensions to severe extensions or severe extensions or severe extensions or severe extensions or severe extensions to severe extensions or severe extensions. The severe extensions or severe extensions. The severe extensions or severe extensions or severe extensions or severe extensions or severe extensions. The severe extensions or severe extensions or severe extensions or severe extensions or severe extensions. The severe extensions are extensions or severe extensions or severe extensions or severe extensions are extensions.

I, the undersigned. Professional Land Surveyor in and for Carryon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plate and weeklens. ミッキャット

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CERTIFICATE OF COUNTY SURVEYOR

Bright Lead Co. 21.31
District Health Department, REHS. Date

APPROVAL OF CITY COUNCIL



APPROVAL OF CITY ENGINEER

I, the undersigned. City Engineer in and for the City of Nampa, Canyon County, Idaho, hereby approve this plat

//-3-21

CERTIFICATE OF COUNTY TREASURER

I, the undersigned County Tresurer in and for the County of Carryon, State of Idaho, per the requirements of I.C.50-1308 do hereby centify that any and all current and/or delinquent County properly taxes for the property included in this subdivision have been paid in full. This certification is vasid for the next thirty (30) days only.

|118|202| Date

County Treasurer BU OK

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

Accepted and approved this 13^{h} day of 104ab444 , 20 20 , by the Pranning and Zoning Commission of the City of Nampa, Idaho.

an, Nampa Planning & Zoning Commission

State II Atture Zoning Commission

Balley Engineering, Inc. BOOK 53 PAGE 22

CIVIL ENGINEERING PLANNING CADD
TEL 20042003
TEL 20042003
TEL 20042003
TEL 20042003

EXHIBIT CLEGAL DESCRIPTION OF THE COMMON LOTS

Lot 5, Block 19; and Lot 1, Block 20, Feather Cove Subdivision No. 3, according to the official plat thereof, filed in Book 53 of Plats at Page 22, Records of Canyon County, Idaho.

SECOND SUPPLEMENT TO THE MASTER DECLARATION - 6

2023-013857

RECORDED

05/02/2023 03:50 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=14 ADMARTINEZ

\$49.00

TYPE: CCR
TITLEONE BOISE

ELECTRONICALLY RECORDED

THIRD SUPPLEMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FEATHER COVE SUBDIVISION

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THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FEATHER COVE SUBDIVISION

This Third Supplement To The Declaration Of Covenants, Conditions And Restrictions For Feather Cove Subdivision (this "Third Supplement") is made this ______ day of ______, 2023, by Challenger Development Inc., an Idaho corporation ("Declarant").

ARTICLE I: SUPPLEMENT/PURPOSES

Section 1. Supplement to Declaration. This Third Supplement is a supplement to:

- a) That certain Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision, recorded on September 16, 2020, as Canyon County, Idaho Instrument Number 2020-053176 ("Master Declaration");
- b) That certain Amended First Supplement to the Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision, recorded on December 3, 2021, as Canyon County, Idaho Instrument Number 2021-082645 ("First Supplement"); and
- c) That certain Second Supplement to the Declaration of Covenants, Conditions and Restrictions for Feather Cove Subdivision, recorded on December 10, 2021, as Canyon County, Idaho Instrument Number 2021-084152 ("Second Supplement").

This Third Supplement supplements the Master Declaration, First Supplement and Second Supplement with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("Third Supplement Property"). The Third Supplement Property is shown on the Feather Cove Subdivision No. 4 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("Third Supplement Plat"). The covenants, conditions and restrictions contained in this Third Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration, First Supplement, except insofar as the covenants, conditions and restrictions of the Master Declaration, First Supplement and/or Second Supplement are hereinafter expressly modified hereby.

Section 2. Purposes. The purposes of this Third Supplement are to subject the Third Supplement Property to all the terms and Restrictions contained in the Master Declaration, First Supplement, Second Supplement and this Third Supplement, to designate the Third Supplement Property, to designate additional Common Lots and to set forth other terms and Restrictions, if any, which are unique to the Third Supplement Property.

ARTICLE II: DECLARATION

Pursuant to Article I, Section 1 and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the Third Supplement Property, including any parcel or portion thereof, is hereby annexed into, and made a part of, the Property, as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all the terms and Restrictions of the Master Declaration, First Supplement, Second Supplement and this Third Supplement.

In addition, each Owner of any Lot within the Third Supplement Property shall be a Member in the Association, and shall pay all Assessments levied thereby.

ARTICLE III: DEFINITIONS

- Section 1. "Common Lots" shall mean all real property within the Third Supplement Property (including the Improvements thereto) owned by the Association. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.
- Section 2. All Other Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

- <u>Section 1</u> <u>Common Lots.</u> The Common Lots shall be owned and maintained by the Association and all terms and Restrictions contained in the Master Declaration shall be applicable to the Common Lots.
- Section 2. Initial Front Yard Landscaping. Notwithstanding Article IV, Section 17 of the Master Declaration, Declarant shall have no obligation to provide sod, hydro seed or any other grass material in the front yards of any Lots within the Third Supplement Property. All other Restrictions contained in Article IV, Section 17 of the Master Declaration shall remain in full force and effect.
- Section 3. Watering Schedules/Over Watering. By accepting a deed to any portion of the Third Supplement Property, each Owner and the Association agree to abide by any irrigation watering schedule enacted by the City of Nampa or Association.

Neither Declarant nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Lot.

- Section 4. Parking. In addition to any other parking restrictions contained in the Master Declaration, all Owners within the Third Supplement Property, as well as their family members, invitees and licensees, are hereby prohibited from parking vehicles in the front yards of Lots; provided however, that this restriction shall not prohibit Owners, or their family members, invitees or licensees, from temporarily parking operative motor vehicles on the driveway aprons of Lots.
- Section 5. Temporary Sewer Lift Station. The Third Supplement Property will utilize a temporary sewer lift station owned, operated and maintained by the Meriwether Park Homeowner's Association, Inc. ("Meriwether Association"). Pursuant to that certain Temporary Sewer Lift Station Use Agreement by and between the Association, the Meriwether Association and the Spring Shores Homeowners' Association, Inc., the Association is responsible to pay the Meriwether Association a proportionate share of the costs associated with the use, operation and maintenance of the temporary sewer lift station. Such costs shall be passed onto the Owners of the Third Supplement Property in the form of Assessments.
- <u>Section 6.</u> <u>Exterior Lighting.</u> Notwithstanding Article IV, Section 23 of the Master Declaration, exterior lights provided by Declarant and/or one of its affiliates are allowed to remain on all

night. All other exterior lights are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

ARTICLE V: GENERAL PROVISIONS

- Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any terms or Restrictions now or hereafter imposed by the provisions of this Third Supplement. Failure by the Association, Declarant or any Owner to immediately enforce any such term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other term or Restrictions which shall remain in full force and effect.
- Section 3. Term and Amendment. The terms and Restrictions of this Third Supplement shall run with and bind the land concurrently with the term of the Master Declaration. This Third Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.
- Section 4. <u>Duration and Applicability to Successors</u>. The terms and Restrictions contained within this Third Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, as well as all their successors in interest.
- Section 5. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Third Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.
- <u>Section 6</u>. <u>Governing Law.</u> This Third Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

[End of Text]

Declarant:	
Challenger Development Inc., an Idaho corporation	
By: Corey D. Barton, President	
STATE OF IDAHO)	
) ss. County of Ada)	
This record was acknowledged before me on	, 2023, by Corey D. Barton as the
Adem	
Signature of Notary Public	ADAIR KOLTES
My commission expires: <u>6-05-202</u> 8	Notary Public - State of Idaho Commission Number 30052 My Commission Expires 06-05-2028

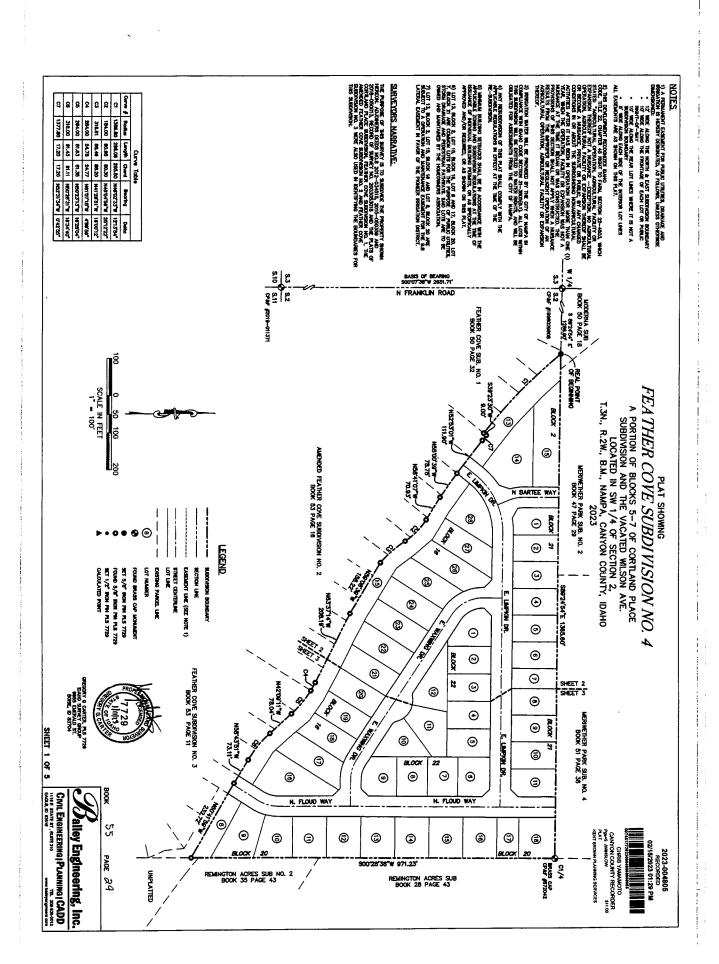
IN WITNESS WHEREOF, the undersigned has duly executed this Third Supplement as of the date first above written.

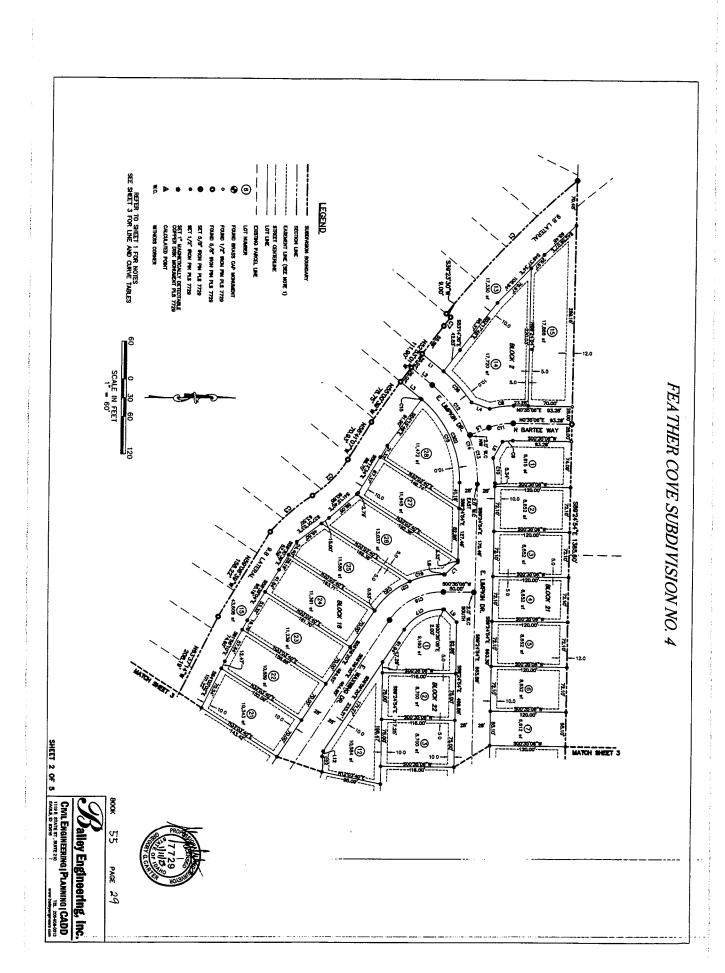
EXHIBIT ALEGAL DESCRIPTION OF THE THIRD SUPPLEMENT PROPERTY

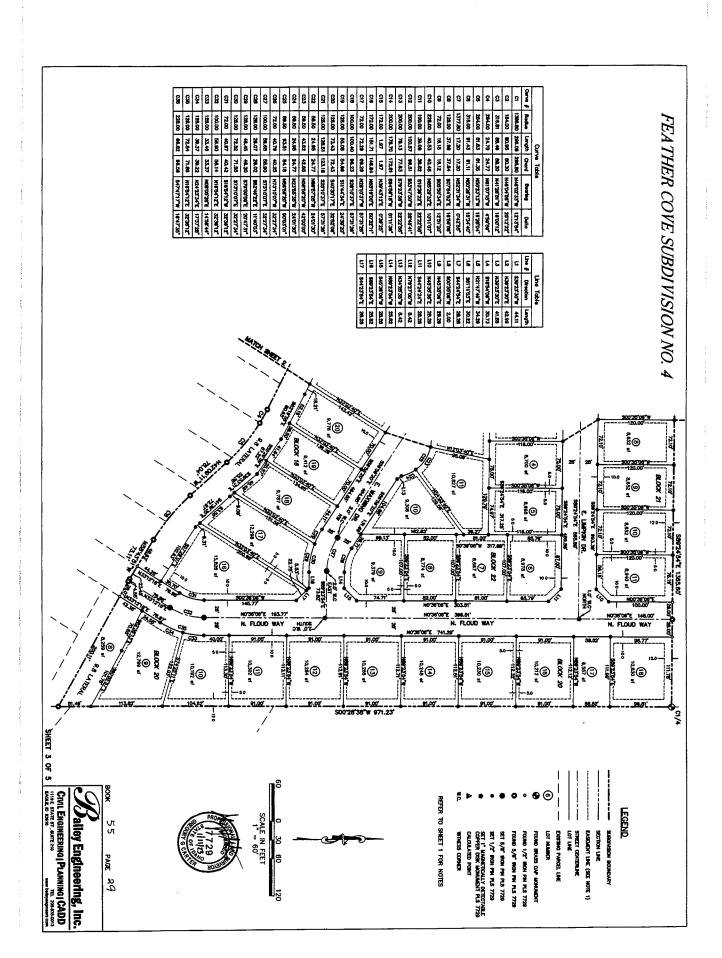
Lots 13 through 15, Block 2; Lots 15 through 28, Block 16; Lots 8 through 18, Block 20; Lots 1 through 11, Block 21; and Lots 1 through 12, Block 22, Feather Cove Subdivision No. 4, according to the official plat thereof, filed in Book 55 of Plats at Page 29, Records of Canyon County, Idaho.

EXHIBIT BFEATHER COVE SUBDIVISION NO. 4 FINAL PLAT

See attached.







CERTIFICATE OF OWNERS

Know all men by these presents. That Challenger Development, Inc. an Idaho Corporation is the owner of the property described as follows:

A portion of Lob 5, 6 and 7 and a portion of the vacated Wilson Avenue of Cortland Place Subdivision as filed in Book 1 of Plats at Page 82, records of Camyon County, Idaho and a portion of the NE1/4 of the SW 1/4 of Section 2, T 3N , R 2W , B M , Nampa, Camyon County, Idaho more particularly described as follows

Commerciang at a brass calp mountment maring the W1/4 conner of said Section 2 from which a brass calp monument maring the W1/4 conner of said Section 2 from which a brass cap monument maring the W1/4 conner of said Section 2 from which a brass cap monument maring the W1/4 conner of said Section 2 from which a brass cap monument market provided the Section 2 from which a brass South 0077/36* West, 2651 75 feet, thence along said East-West contains of said Section 2 South 89°24′54* East, 1286 90 feet to the REAL POINT OF BEGINNING.

thence continuing along asid East-Mest containe South 89°24'64' East (1365 60 feet bit the C/14 corner of said Section 2, said the being the West boundary line of Reminigton Acres Subdivision fitted in Book 28 of Plats at Plage 43, records of Camyon County, (clato, the West boundary line of Reminigton Acres Subdivision 2 as field in Book 28 of Plats at Plage 43, records of Camyon County, (clato, the West boundary line of Reminigton Acres Subdivision 2 as field in Book 50 of Plats at Plage 43, records or Subdivision County, (clato and the East boundary line of Feether Cove Subdivision 3 as field in Book 50 of Plats at Plage 22, records of Carryon County, (clato). content of the Path at Page 22, records of Canyon County, Idaho, fied in Sook 53 of Path at Page 22, records of Canyon County, Idaho, and Feather Cove Subdivision No 3 the ence learning said North-South centerine and along the extenor boundary line of said Feather Cove Subdivision No 3 the

thence North 60°41'59" West, 232 72 feet, thence North 58°43'51" West, 73 11 feet,

1.43 feet along the arc of a curve to the right, said curve having a radius of 318.00 feet, a central angle of 16°3440° and with bears shorth 50°3631° West, 61°11 feet, orth 42°061′ 11° West, 73° 64 feet,

thence 81 63 feet along the art of a curve to the left, said curve having a radius of 284 00 feet, a central angle of 167/2804* and a foot global which bears North 507/21/3* West, 81 35 feet to the easterly most comer of Feether Cove Subdivision No. 3 as filled in Book 51 of Palis at Page 37, records of Carpyon Courly, Malo.

18 feet have a record of Carpyon Courly, Malo.

18 feet have a record of Carpyon Courly, Malo.

18 feet having 10 courses and distances thereone 34 76 feet along the care of a curve to the left, said curve having a radius of 284 00 feet, is central angle of 04/5958* and a long-to-order of a curve to the left, said curve having a radius of 284 00 feet, is central angle of 04/5958* and a long-to-order of a curve to the left, said curve having a radius of 284 00 feet, is central angle of 04/5958* and a long-to-order of a curve to the left, said curve having a radius of 284 00 feet, is central angle of 04/5958* and a long-to-order of a curve to the left, said curve having a radius of 284 00 feet, is central angle of 04/5958* and a long-to-order of a curve to the left, said curve having a radius of 284 00 feet, is central angle of 04/5958* and a long-to-order of a curve to the left, said curve having a radius of 284 00 feet, is central angle of 04/5958* and a long-to-order of 247 feet.

g) the art of a non-targent curve to the right, said curve having a radius of 316 81 feet, a central angle of which bears North 41*2851" West, 88 20 feet to a point of reverse curve, and the rest of the first of gibb arts of said triverse curve to the left, said reverse curve having a radius of 194 00 feet, a central angle of which bears North 45*04*55" West, 80 30 feet,

Bende along the northeasterly boundary har of seaf feather. Cone Subdinisen No. 1 and 208 05 their along the act of a ton-tangent curve to the right, said curve having a radus of 1,389 80 feet, a central angle of 12°1354° and a long chord which bears with 46°0250° West, 268 50 feet to the REAL POINT OF BEGINNING. Containing 16'31 acres, more or less

It is the mismon of the undersigned to hereby include the above described property in this side and to dedicate to the public, the public attends as shown on this plait. The essements as shown on this plat are not dedicated to the public foreverer, the night to use said essements is thereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be second within the innes dual desements. All both in designated within this plat, and no permanent structures are to be second within the horsel and desement to the subject this plat will be eighble to increave what services from an exacting City of Maringa name into located adjacent to the subject this plat will be eighble to increave what services from a exacting City of Maringa name into located adjacent to the subject this plat will be eighble to increave what services are considered.

(Gregory C Carter, do hereby certify that I am a Professional Land Surveyor tecresed by the State of Idaho, and that this plat as described in the "Certificatio of Owners" was drawn from an actual survey made on the ground under my direct supervision and sociatiety represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys

CERTIFICATE OF SURVEYOR



ACKNOWLEDGMENT

State of Idaho) s s
County of Ada)

On the 12d_day of MarcA_20_2before me, the underegned, a Notary Public in and for ead State, personally appeared Corey D. Barton, known or oberified to me to be the President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and admondraged to me that he executed the

witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above

My commission expires



Ada Control Notary Public for Idaho
Residing in Nanapa, Idaho

25 PAGE 29

Walley Engineering, Inc.

CIVIL ENGINEERING | PLANNING | CADD 1110 E STATE ST. SUITE 210 128. 209-403-0013 ENGLE TO 60016

SHEET 4 OF 5

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Learnsed Professional Engineer (QLPE) representing City of Nampa Policie Volvis, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfication of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no dimlong water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if dimloning water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1338, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring dimlong water or sewer/septic facilities shall be allowed.

i, the undersigned, Professional Land Surveyor in and for Carryon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plats and receivors - בייניניץ y

DNOST ZC 50.1545 659257213W 6/1/22 CERTIFICATE OF COUNTY SURVEYOR

District Health Department, REHS

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the <u>12 "</u> bary of <u>Λατιμα City</u>. 20<u>.22</u>, this plat was duty accepted and annowed



APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Nampa, Carryon County, Idaho, hereby approve this plat

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Caryon, State of Idaho, per the requirements of I C 50-1308 do hereby certify that any pand all current and/or defininguant County property traces for the property included in this subdivision have been paid in full. This certification is valid for the next thinty (30) days only





APPROVAL OF CITY PLANNING AND ZONING COMMISSION

Accepted and approved this \coprod^{H} day of \coprod \underline{a} \underline{a} \underline{a} \underline{a} \underline{a} \underline{a} . 20 \underline{b} , by the Planning and Zoning Commission of the Chy of Nampa, Idaho

pa Planning & Zoning Commission

Sup till Williams
Serjetary, Nampa Planning & Zoning Commission

PAGE છ

Calley Engineering, Inc.

CIVIL ENGINEERING | PLANNING | CADD 1110 E STATE ST. SUITE 210 TEL. 200-203-0013 EAGLE, ED 52516

SHEET 5 OF 5

EXHIBIT CLEGAL DESCRIPTION OF THE COMMON LOTS

Lot 13, Block 2; Lot 15, Block 16; Lots 8 and 17, Block 20; and Lot 7, Block 21, Feather Cove Subdivision No. 4, according to the official plat thereof, filed in Book 55 of Plats at Page 29, Records of Canyon County, Idaho.