

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WHITNEY SPRINGS SUBDIVISION NO. 1

THIS DECLARATION is made on the date hereinafter set forth by H&C Development, LLC, an Idaho limited liability company, hereafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Canyon County, State of Idaho, hereinafter referred to as the "Properties", more particularly described as follows:

WHITNEY SPRINGS SUBDIVISION NO. 1, according to the official plat thereof, recorded as Instrument No. 200659906 on the 25th day of July, 2006, records of Canyon County, Idaho; and

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSESSMENT" shall mean a payment required of Association members, including Initiation, Annual, Special and Limited Assessments as provided for in this Declaration.

Section 2. "ASSOCIATION" shall mean and refer to the Whitney Springs Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The initial Common Area to be owned by the Association is described as Lots 13 and 14, Block 1, Lots 8 and 20, Block

2, Lot 7, Block 3 and Lot 1, Block 4 Whitney Springs Subdivision No. 1, according to the official plat thereof.

Section 4. "DECLARANT" shall mean and refer to H&C Development, LLC, an Idaho limited liability company, and subject to the provisions of Article XIII, Section 4, its successors, heirs and assigns.

Section 5. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Recorder of Canyon County, State of Idaho.

Section 6. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage adjoining or adjacent thereto, and all projections therefrom.

Section 7. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 8. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 9. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 10. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 11. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage.

Section 12. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "PLAT" shall mean a final subdivision plat covering any real property in Whitney Springs Subdivision No. 1, as recorded in the office of the county recorder, Canyon County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 14. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 15. "SUBDIVISION" shall mean the Whitney Springs Subdivision No. 1 as shown on the final Plat recorded in the Office of the County Recorder, Canyon County, Idaho.

Section 16. "WATER RIGHTS" shall mean all water and all rights and entitlements to receive water that have been placed to beneficial use upon, or are otherwise appurtenant to or associated with the Properties, including without limitation all licenses, permits, claims, permit applications, contracts and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Water Rights shall include the above-described rights to the use of water appurtenant to the Properties as of the effective date of this Declaration, and all such rights hereafter acquired by the Declarant or the Association for the benefit of the Properties.

ARTICLE II: PROPERTY RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

A. The right of the Association to levy reasonable assessments for the maintenance of any improvements or facilities situated upon the Common Area.

B. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C. The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien thereagainst; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.

D. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

E. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of the Common Area by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Rights Reserved by Declarant: Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;
2. Maintenance and operation of a sales office and model units for sales purposes;
3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;
4. Display of signs and flags to aid in the sale of any unsold Lots and units, or all or part of the Properties;

5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;

D. Itself, all right, title and interest in and to any and all Water Rights appurtenant to the Properties, and accordingly, no Owner shall have any right, title, or interest in any of the Water Rights.

Section 4. Right to Amend Declaration. Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XIII, Section 3, below, and to set forth additional covenants, conditions, restrictions and easements to be applicable to any Lot not yet sold.

Section 5. Reservation of Development Rights. No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the properties and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the properties, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE III: HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, 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 vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs first:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. On the expiration of ten (10) years from the date on which the first Lot is sold to an Owner.

Section 3. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Annual Assessments, Special Assessments and Limited Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation Assessment: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of \$250.00.

B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, and for any other purpose reasonably authorized by the Board of Directors of the Association. The Annual Assessments provided for herein shall initially be in the amount of \$200.00 payable in full at the closing of the sale of each Lot. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

C. Special Assessments: In addition to the Initiation and Annual Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board of Directors shall determine.

D. Limited Assessments: The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement, for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or his family, guests, invitees, agents, employees, or contractors, or for the correction of any violation of this Declaration, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such

violation after written notice of the necessity thereof has been delivered by the Board of Directors to the responsible Owner. The Board of Directors shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance, repair or corrective action, together with any other cost or expense, including attorney's fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment therefore. Any such Limited Assessment shall be due within fifteen (15) days of the date written notice thereof is delivered to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.

E. Uniform Rate of Assessment: The Initiation, Annual and Special Assessments (but not Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Annual, Special and Limited Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

H. 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 Mortgage 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.

I. Certificate of Payment: 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 specified 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.

J. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;

2. All properties owned by the Declarant or an Association;
3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

ARTICLE IV. EASEMENTS

Section 1. Drainage and Utility Easements: This Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities and easements that are set forth on the Plat, or as may be required for the development of the Properties. In addition, Declarant hereby reserves to itself and for the benefit of the Association the right to grant additional easements and rights-of-way over the Properties, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Properties until close of escrow for the sale of the last Lot in the Properties to a purchaser.

Section 2. Improvement of Drainage and Utility Easement Areas: The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

ARTICLE V: MAINTENANCE RESPONSIBILITY

Section 1. Association Responsibility: The Association shall provide maintenance to and be responsible for the Common Areas, and the perimeter fence installed by Declarant, if any. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, invitees, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as set forth in Article III, Section 3, above. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. Owner's Responsibility: Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit, outbuildings, and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit. Each Owner shall further be responsible to cut or otherwise control the weeds and other noxious plants on his Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred eighty (180) days of the damage or destruction, subject to reasonable delays caused by inclement weather.

Section 3. Failure to Owner to Maintain: If the Owner fails to perform his maintenance responsibilities as set forth herein, the Association shall, upon fifteen (15) days prior written notice to the Owner, have the right to correct such condition, and to enter upon the Owner's Lot for the purpose of doing so, and seek reimbursement of the cost thereof in accordance with the provisions of Article III, Section 3, above.

ARTICLE VI: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said Properties, or of any interest therein:

A. Lot Use: No Lot, with the exception of the Common Area shall be used except for single-family residential purposes. No Lot or the Common Area shall be used for the conduct of any trade, business or professional activity. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations. The Owner of each Lot shall complete construction of Dwelling Unit as permitted herein within one (1) year after the date of the first conveyance of the Lot to an Owner by Declarant.

B. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that two dogs, cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee and that in no event shall the said boundary extend beyond the front plane of the Dwelling Unit constructed on said Lot.

C. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Committee, shall be kept in a clean and sanitary condition, and must be used and maintained in accordance with all applicable laws, ordinances and regulations.

D. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.

E. Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.

F. Parking and Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks (except one ton in size or smaller), truck campers, motor homes, recreational vehicles, and like equipment, or commercial equipment or machinery, junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on the Common Area, except that boats, trailers, campers, motor homes and similar recreational vehicles may be parked in fully enclosed buildings or adjacent to the garage and screened from view behind a fence, as approved by the Architectural

Control Committee; provided, however, that boats, trailers, campers, motor homes and similar recreational vehicles may be parked on a Lot for a period not to exceed 48 hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. All other parking or storage of any other equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.

G. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and any adopted rules and regulations, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Leases of all or part of a Lot for agricultural purposes may be permitted so long as the agricultural use undertaken on that Lot does not conflict or interfere with the residential character of the Properties. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

H. Fences: No fences shall be constructed on any Lot except as may be approved, in advance, by the Architectural Control Committee as to design, color, height, materials and location. No such fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

I. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot.

J. Signs: Except as provided in Article , Section 10, below, no commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat sign of not more than six (6) square feet on a Lot.

K. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property. The provision of this section shall not apply to the division of any Lot between adjoining Lots.

L. Parking Rights: Subject to the provision of paragraph G above, any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit.

M. Mail Boxes: All mail boxes will be initially provided by Declarant and shall be of consistent design, material and coloration and shall be located on or adjoining building Lot lines and places designated by Declarant or the Architectural Control Committee. Upon the initial

conveyance of each Lot, the purchaser thereof shall pay a mailbox fee to the Declarant in the amount of \$100.00.

ARTICLE VII. BUILDING RESTRICTIONS

Section 1. Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each dwelling unit may not be occupied by more than one (1) family. The minimum square footage of living space (excluding the garage) of each dwelling unit shall be one thousand five hundred (1,500) square feet. No manufactured homes shall be permitted to be placed on any Lot.

Section 2. Setbacks: All improvements must be constructed or maintained on a Lot within the minimum building setbacks as set forth on the Plat or as otherwise required by the City of Caldwell.

Section 3. Construction Requirements: Each Dwelling Unit may have lap siding installed on the exterior thereof or a combination of lap siding and stone, manufactured or synthetic stone, stucco or masonry all as has been approved by the Architectural Control Committee. Vinyl siding is prohibited. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of 30-year architectural shingles, black or weathered wood in color, or as may be approved by the Architectural Control Committee, and with a minimum 5/12 pitch. The exterior surfaces of each Dwelling Unit shall be such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the Unit to within one foot of the top cap. Each Dwelling Unit must have at least two exterior lights illuminating the garage door openings, one exterior light for the front entryway(s) and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee. All driveways must be concrete.

Section 4. Landscaping: Within thirty (30) days after completion or prior to occupancy of the Dwelling Unit located thereon, whichever is earlier, each Lot shall be fully landscaped in the front yard with grass (rolled sod only), at least one (1) deciduous tree of at least two and one-half (2 1/2) inches caliper and one (1) conifer tree at least eight (8) feet in height and eight (8) 2-gallon shrubs or bushes as has been approved by the Architectural Control Committee. A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. As used herein, the front yard shall include that portion of each Lot to the side of the Dwelling Unit constructed thereon which is between the road from which access to the Lot is taken and the rear plane of the Dwelling Unit or a fence which extends from the side of the Dwelling Unit to the side lot line. Rear yard landscaping shall be completed within two (2) months of occupancy, weather permitting.

Section 5. Grading and Drainage: Each Owner shall be responsible to assure that the finished grade and elevation of his Lot is properly constructed so as to convey all water from sprinklers and storm runoff to the front of the Lot and into the street adjacent to the front yard (or in the case of a corner lot, the street adjacent to the side yard), and to prevent the migration or accumulation thereon of drainage waters from the Common Area or any other Lots within the Properties. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

Section 6. Job Site Maintenance: Job sites are to be kept clean during construction. All dirt, nails, gravel and other building materials must be removed from the street and sidewalk daily. Work vehicles shall not be parked in front of occupied houses, nor shall they block streets. Power and water must not be used from existing dwellings without the prior permission of the Owner. Dumpsters and portable toilets are the responsibility of the Owner or his contractor and shall be kept orderly at all times and emptied on a timely basis. All contractors and subcontractors shall be prohibited from keeping dogs at the job site. Each Owner shall be responsible to repair any damage to any road, mailbox, utility facility or other on-site or off-site improvement caused by the Owner or the Owner's agents or contractors during the construction of any improvements on the Owner's Lot. In the event an Owner or his contractor shall fail or refuse to comply with the job site maintenance requirements of this section, the Declarant or the Association may take such remedial action as it deems appropriate, including but not limited to the clean-up of the Properties, the costs of which may be added to and become a part of the assessment to which such Owner's Lot is subject.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant for so long as it owns any Lot and thereafter by the Board of Directors of the Association.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not

suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

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

B. Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.

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

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and

specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the Canyon County Recorder. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations effecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Homeowners Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Certification by Secretary: The records of the Secretary of the Homeowners Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Homeowners Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Homeowners Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title

company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Homeowners Association shall have appeared of record in the office of the County Recorder of Blaine County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Any commercial builder owning more than five (5) Lots in the Subdivision may install no more than two (2) directional signs not to exceed twenty four (24) square feet in size on the Ustick Road frontage adjacent to the Subdivision, one (1) sign not to exceed one hundred twenty eight (128) square feet in size advertising homes for sale in the Subdivision at or near the main entry to the Subdivision and one sign not to exceed six (6) square feet in size on each Lot advertising the home thereon for sale; provided that Declarant shall first approve the exact locations thereof and further provided that such builder shall remove any such signs immediately upon the sale of the last home constructed by it and repair any damage to the Properties caused by such removal. Nothing contained in this section shall be deemed to constitute permission to install any such signs on any Lots or other property owned by any other Owner. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes and may, by written authorization, permit other builders to use Dwelling Units owned by them as such models.

ARTICLE IX: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain

more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.

B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the state of Idaho.

D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation, if any.

ARTICLE X: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owning the condemned Common Area.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XI: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of the Association:

A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.

B. The holders of First Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.

C. Any management agreement for the Properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

D. Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.

E. Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:

1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use

- of such Common Area property shall not be deemed a transfer within the meaning of this clause.)
2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
 3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
 4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
 5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.
 6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE XII: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the Subdivision project described herein by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Any such real property may be annexed into the

project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Canyon County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-Annexation: Declarant may delete all or a portion of the property described in this Declaration and any annexed property from the Properties and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the Office of the Canyon County Recorder in the same manner as a notice of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of the Properties except on the favorable vote of all Members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Properties.

ARTICLE XIII: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$100 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that the Owner is given fifteen (15) days advance written notice of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board of Directors of the Association or by a Committee composed of not less than three (3) persons appointed by the Board of Directors. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Lot is subject. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the

right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants 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. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

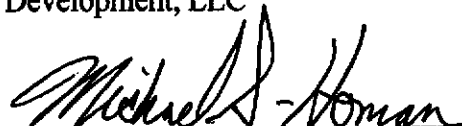
Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed this 21st day of NOVEMBER, 2006.

DECLARANT:

H&C Development, LLC

By:


Michael S. Homan, Manager

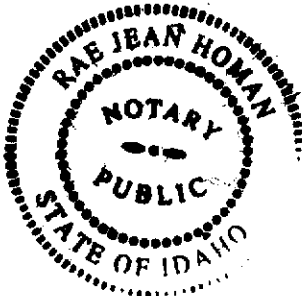
STATE OF IDAHO)

County of ADA) : ss

On this 21st day of November, 2006, before me, a notary public, personally appeared Michael S. Homan, known or identified to me to be the Manager of H&C Development, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Michael S. Homan
Notary Public for Idaho
Residing at *Boise Idaho*
My Commission Expires *9/27/10*



200692776

RECORDED

2006 NOV 21 PM 12 05

CANYON RECORDER

REQUEST FILED
TYPE *MIS* FEE *00*

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND NOTICE OF ANNEXATION
FOR
WHITNEY SPRINGS SUBDIVISION NO. 2**

KNOW ALL MEN BY THESE PRESENTS THAT: H&C Development, LLC, an Idaho limited liability company (hereinafter "Declarant") is the owner of that certain real property located in Canyon County, Idaho described as Whitney Springs Subdivision No. 2, according to the official plat thereof, recorded on 10 - ^{16th} 3 - 07 as Instrument No. 200 706 9045, in Book 40 of Plats, at Pages 53 through N/A, records of Canyon County, Idaho (hereinafter the "Real Property").

WHEREAS, Declarant has heretofore filed that certain Declaration of Covenants, Conditions and Restrictions of Whitney Springs Subdivision No. 1, which Declaration was recorded on November 21, 2006, as Instrument No. 200692776, records of Canyon County, Idaho (hereinafter the "Declaration"); and

WHEREAS, Article XII of the Declaration provides Declarant the right to annex any other real property into the development project to which the Declaration originally applied by recording a Notice of Annexation or Supplemental Declaration particularly describing the Real Property to be annexed and added to the development project, whereupon the Covenants, Conditions and Restrictions contained in the Declaration would apply to the added land in the same manner as if it were originally covered by the Declaration.

NOW, THEREFORE, pursuant to Article XII of the Declaration, Declarant hereby declares that the Real Property shall be held, sold, conveyed and subject to the Declaration, which Declaration is hereby incorporated by this reference as if fully set forth herein, except that the following paragraphs of the Declaration shall be amended as follows:

1. Article I, Section 14, "Properties" shall mean and refer to the Real Property hereinabove described in addition to the real property described in the Declaration.

2. Article I, Section 3, "Common Area" shall mean and refer to Lot 12, Block 4, Lot 19, Block 5, Lot 11, Block 6, Lot 4, Block 7, Lots 10 and 11, Block 8, Lot 1, Block 9 and Lot 1, Block 10, Whitney Springs Subdivision No. 2, according to the official plat thereof, in addition to the real property described as Common Area in the Declaration.

3. Article VII, Section 1 of the Declaration shall be amended in its entirety to read as follows:

Section 1. Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each dwelling unit may not be occupied by more than one (1) family. The minimum square footage of living space (excluding the garage) of each dwelling unit shall be as approved by the Architectural Control Committee. No manufactured homes shall be permitted to be placed on any Lot.

4. The Covenants, Conditions and Restrictions contained in this Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Whitney Springs Subdivision No. 2 are in addition to those Covenants, Conditions and Restrictions contained in the Declaration, except insofar as the Covenants, Conditions and Restrictions contained therein are herein modified. It is specifically intended that all provisions of the Declaration not inconsistent herewith be by this reference incorporated herein as if set forth in full. The provisions set forth in this Supplemental Declaration shall, however, control and prevail over any conflicting provisions contained in the Declaration.

INSTRUMENT NO. 2008029707

AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND NOTICE OF ANNEXATION
FOR
WHITNEY SPRINGS SUBDIVISION NO. 2

KNOW ALL MEN BY THESE PRESENTS THAT: H&C Development, LLC, an Idaho limited liability company (hereinafter "Declarant") is the owner of that certain real property located in Canyon County, Idaho described as Whitney Springs Subdivision No. 2, according to the official plat thereof, recorded on 10-16-07 as Instrument No. 2007069045, in Book 40 of Plats, at Pages 53 through NA, records of Canyon County, Idaho (hereinafter the "Real Property").

WHEREAS, Declarant has heretofore filed that certain Declaration of Covenants, Conditions and Restrictions of Whitney Springs Subdivision No. 1, which Declaration was recorded on November 21, 2006, as Instrument No. 200692776, records of Canyon County, Idaho (hereinafter the "Declaration"); and

WHEREAS, Article XII of the Declaration provides Declarant the right to annex any other real property into the development project to which the Declaration originally applied by recording a Notice of Annexation or Supplemental Declaration particularly describing the Real Property to be annexed and added to the development project, whereupon the Covenants, Conditions and Restrictions contained in the Declaration would apply to the added land in the same manner as if it were originally covered by the Declaration.

WHEREAS, Declarant has heretofore filed that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Whitney Springs Subdivision No. 2, which

Declaration was recorded on November 7, 2007, as Instrument No. 2007073949, records of Canyon County, Idaho (hereinafter the "Supplemental Declaration"); and

WHEREAS, Declarant desires to amend and restate the Supplemental Declaration in its entirety as hereinafter set forth.

NOW, THEREFORE, pursuant to Article XII of the Declaration, Declarant hereby declares that the Supplemental Declaration shall be amended and restated in its entirety as set forth herein below and that the Real Property shall be held, sold, conveyed and subject to the Declaration, which Declaration is hereby incorporated by this reference as if fully set forth herein, except that the following paragraphs of the Declaration shall be amended as follows:

1. Article I, Section 14, "Properties" shall mean and refer to the Real Property hereinabove described in addition to the real property described in the Declaration.

2. Article I, Section 3, "Common Area" shall mean and refer to Lot 12, Block 4, Lot 19, Block 5, Lot 11, Block 6, Lot 4, Block 7, Lots 10 and 11, Block 8, Lot 1, Block 9 and Lot 1, Block 10, Whitney Springs Subdivision No. 2, according to the official plat thereof, in addition to the real property described as Common Area in the Declaration.

3. Article VII, Section 1 of the Declaration shall be amended in its entirety to read as follows:

Section 1. Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each dwelling unit may not be occupied by more than one (1) family. The minimum square footage of living space (excluding the garage) of each dwelling unit shall be as approved by the Architectural Control Committee. No manufactured homes shall be permitted to be placed on any Lot.

4. Article VII, Section 4 of the Declaration shall be amended in its entirety to read as follows:

Section 4. Landscaping: Within thirty (30) days after completion or prior to occupancy of the Dwelling Unit located thereon, whichever is earlier, each Lot shall be fully landscaped in the front yard with grass (rolled sod only), at least one (1) deciduous or conifer tree and five (5) 1-gallon shrubs or bushes as has been approved by the Architectural Control Committee. A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. As used herein, the front yard shall include that portion of each Lot to the side of the Dwelling Unit constructed thereon which is between the road from which access to the Lot is taken and the rear plane of the Dwelling Unit or a fence which extends from the side of the Dwelling Unit to the side lot line. Rear yard landscaping shall be completed within two (2) months of occupancy, weather permitting.

5. The Covenants, Conditions and Restrictions contained in this Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Whitney Springs Subdivision No. 2 are in addition to those Covenants, Conditions and Restrictions contained in the Declaration, except insofar as the Covenants, Conditions and Restrictions contained therein are herein modified. It is specifically intended that all provisions of the Declaration not inconsistent herewith be by this reference incorporated herein as if set forth in full. The provisions set forth in this Supplemental Declaration shall, however, control and prevail over any conflicting provisions contained in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto subscribed
this 2d day of June, 2008.

H&C Development, LLC


By: Michael S. Homan, Manager

**SECOND SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
NOTICE OF ANNEXATION
FOR
WHITNEY SPRINGS SUBDIVISION NO. 3 PHASE 1**

This Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Whitney Springs Subdivision No. 3 Phase 1 (this "Second Supplement") is made this 21st day of May, 2014, by Corey Barton Homes, Inc., an Idaho corporation ("Declarant") and the Whitney Springs Homeowners Association, Inc., an Idaho non-profit corporation ("Association").

ARTICLE I: SUPPLEMENT AND AUTHORITY

1.1 Supplement to Declaration. This Second Supplement is a supplement to 1) that certain Declaration of Covenants, Conditions and Restrictions of Whitney Springs Subdivision No. 1, recorded on the 21st day of November, 2006, as Canyon County, Idaho Instrument Number 200692776 ("Master Declaration"), and 2) that certain Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Whitney Springs Subdivision No. 2, recorded on the 2nd day of June, 2008, as Canyon County, Idaho Instrument Number 2008029707 ("First Supplement"). This Second Supplement supplements and amends the Master Declaration and the 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 Whitney Springs Subdivision No. 3 Phase 1 final plat, a copy of which is attached hereto as Exhibit B, and 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.

1.2 Amendment To Master Declaration and First Supplement. This Second Supplement is an amendment to the Master Declaration and First Supplement. Accordingly, and pursuant to Article XIII, Section 3 of the Master Declaration, the Association hereby represents that this Second Supplement was properly approved by not less than sixty-six and two-thirds percent (66 2/3%) of its members.

ARTICLE II: DECLARATION

Pursuant to Article XII of the Master Declaration, Declarant and the Association hereby declare that the Second Supplement Property and any parcel or portion thereof is hereby annexed into the Subdivision and Properties, as those terms are defined in the Master Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the terms, covenants, conditions and restrictions of the Master Declaration, the First Supplement and this Second Supplement. All Owners of Lots within the Second Supplement Property shall be subject to all the terms, covenants, conditions and restrictions of the Master Declaration, the First Supplement and this Second Supplement, including, without limitation, being voting members in the Association.

ARTICLE III: COMMON AREA AND RESIDENTIAL LOTS

3.1 Common Area. Lots 12 and 25, Block 8, Lots 9 and 13, Block 11 and Lots 1 and 5, Block 12, as shown on the Second Supplement Plat are Common Area to be owned and maintained by the Association.

3.2 Residential Lots. All platted lots comprising the Second Supplement Property, other than the Common Area, shall be used and developed as residential Lots.

ARTICLE IV: GENERAL PROVISIONS

4.1 Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms, covenants, conditions or restrictions imposed by the provisions of this Second Supplement. Failure by the Association, Declarant or any Owner to immediately enforce any such term, covenant, condition or restriction shall in no event be deemed a waiver of the right to do so in the future.

4.2 Severability. Invalidation of any one of these terms, covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

4.3 Term and Amendment. The terms, covenants, conditions and restrictions of this Second Supplement shall run with and bind the Second Supplement Property for so long as the Master Declaration runs with and binds the Properties. This Second Supplement may be amended pursuant to the same amendment terms contained in the Master Declaration.

4.4 Duration and Applicability to Successors. The terms, covenants, conditions, and restrictions set forth in this Second Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Owners and their successors in interest.

4.5 Governing Law. This Second Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

4.6 Definitions. Terms not otherwise defined herein shall have the same meanings as are ascribed to them in the Master Declaration.

[End of Text]

IN WITNESS WHEREOF, the undersigned has duly executed this Second Supplement this 21st
day of May, 2014.

Corey Barton Homes, Inc.
an Idaho corporation

By: _____
Corey D. Barton, President

Whitney Springs Homeowners Association, Inc.,
an Idaho non-profit corporation

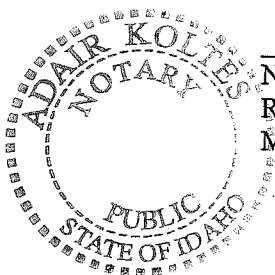
By: _____
Name: Corey Barton
President: _____

By: Adair Koltes
Name: Adair Koltes
Secretary: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton, known or identified to me to be the President of Corey Barton Homes, Inc., the person who executed the foregoing instrument on behalf of such corporation and acknowledged to me that such corporation executed the same.

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

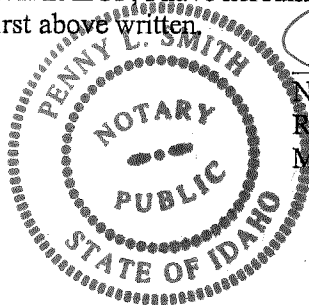


Adair Koltes
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-16

STATE OF IDAHO)
) ss.
County of ~~Canyon~~ Ada)

On this 21st day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the President of the Whitney Springs Homeowners Association, Inc. and , personally appeared Adair Koltes, known or identified to me to be the Secretary of the Whitney Springs Homeowners Association, Inc, the person(s) who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Penny L. Smith
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 2-16-19

EXHIBIT A

LEGAL DESCRIPTION OF SECOND SUPPLEMENT PROPERTY

Lots 12 through 25, Block 8, Lots 2 through 9, Block 10, Lots 1 through 15, Block 11, and Lots 1 through 9, Block 12, Whitney Springs Subdivision No. 3 Phase 1, according to the official plat thereof, filed in Book 43 of plats at page 42, records of Canyon County, Idaho.

EXHIBIT B
WHITNEY SPRINGS SUBDIVISION NO. 3 PHASE 1 PLAT

See attached.

PLAT SHOWING
Whitney Springs Subdivision No. 3 Phase 1

Notes

- Any re-subdivision of this plot shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
- The development of this property shall be in compliance with the City of Caldwell Zoning Ordinance.
- Lots 12 and 25 of Block 8, Lots 9 and 13 of Block 11, and Lots 1 and 5 of Block 12 are common lots which shall be owned and maintained by the Whitney Springs Homeowner's Association.
- Minimum building setback lines shall be in accordance with the City of Caldwell Zoning Ordinance at the time of issuance of the building permit. All lot, parcel, and tract sizes shall meet dimensional requirements as established in the City of Caldwell Zoning Ordinance.
- The availability of building permits for this development may be limited pursuant to Caldwell City Code Section 11-02-04(1)(c) which limits the number of building permits that may be issued prior to final completion of the development. Applicant shall disclose to lot purchasers whether the issuance of building permits is in fact restricted by Caldwell City Code Section 11-02-04(1)(c) and lot purchasers are encouraged to contact Caldwell City Building Department prior to closing.
- Lots shall not be reduced in size without prior approval from the City of Caldwell.
- This development recognizes section 22-4003 of the Idaho Code, Right to Farm Act, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- Lots shall not be reduced in size without prior approval from the health authority.
- No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
- Reference is made to the public health letter on file with Canyon County Recorder regarding additional restrictions.

Easement Notes

- Lots 12 and 25 of Block 8, Lots 9 and 13 of Block 11, and Lots 1 and 5 of Block 12 are hereby designated as having a Utility Easement co-locate with said lots.
- All Utility Easements shown or designated herein are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown herein, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, pressurized irrigation, sewer service, cable television/data, telecommunications, and air, drainage.
- Lot 25 of Block 8 is encumbered by the existing Selwyn Drain Easement.
- The Sewer Easement shown herein is non-exclusive, perpetual, and is hereby granted to the City of Caldwell for the installation, maintenance, operation, and use of underground sewer lines and appurtenances thereto.
- No easement shown or designated herein shall preclude the construction and maintenance of improvements such as landscaping, parking, sale & rear property line fences, or other such improvements.
- All easements are parallel (or concentric) to the lines (or area) that they are delineated from unless otherwise noted.

Reference Documents

- Subdivisions:
 Monarch Subdivision No. 1 (Book 31 of Plats, Pages 43 and 44)
 Monarch Subdivision No. 3 (Book 38 of Plats, Pages 32 and 33)
 Whitney Springs Subdivision No. 1 (Book 39 of Plats, Pages 15 through 12)
 Whitney Springs Subdivision No. 2 (Book 40 of Plats, Pages 33 through 37)

Survey:
 RGS# 9734783, 20037863, 20040902, 20044482, 20044787, 20060323800, 2008024411.

Deeds:
 20120586033

Easements:
 2013054846.

CP#s:
 Index A-5: 200400367,
 Index A-7: 200423586,
 Index C-7: 8742895, 200115008 & 200423884.

Curve Table		Delta		Chord Bearing		Chord Length	
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Chord Bearing	Chord Length
C1	21.91'	1200.00'	N1744°10'W	221.60'			
C2	32.25'	20.00'	S92°22'53"	N33°41'09"E	28.87'		
C3	224.52'	1225.23'	N85°11'34"E	224.21'			
C4	43.75'	178.00'	S83°24'05"W	43.64'			
C5	53.72'	150.00'	S84°00'06"W	33.65'			
C6	30.90'	122.00'	S83°12'36"W	30.72'			
C7	115.88'	886.27'	S19°17'17"E	115.80'			
C8	93.05'	886.27'	S19°33'00"E	93.00'			
C9	22.83'	886.27'	S22°17'46"E	22.83'			
C10	159.05'	914.27'	S17°44'11"E	188.82'			
C11	174.25'	942.27'	S17°44'10"E	174.00'			
C12	44.43'	942.27'	S13°47'22"E	44.43'			
C13	50.91'	942.27'	S16°41'17"E	50.90'			
C14	50.90'	942.27'	S19°47'00"E	50.90'			
C15	28.01'	942.27'	S22°10'57"E	28.00'			
C16	65.70'	178.00'	S17°52'06"W	65.33'			
C17	51.28'	178.00'	S17°32'37"W	51.08'			
C18	14.44'	178.00'	S86°07'03"W	14.44'			
C19	61.46'	150.00'	S78°42'15"W	61.03'			
C20	42.75'	122.00'	S80°24'11"W	42.54'			
C21	31.45'	20.00'	S0°05'52"	26.31'			
C22	75.48'	48.00'	S0°05'52"	67.94'			
C23	119.51'	76.00'	S0°05'52"	107.57'			
C24	26.68'	76.00'	S0°02'14"	26.44'			
C25	40.20'	76.00'	S4°22'00"W	39.73'			
C26	40.20'	76.00'	S0°18'27"	38.73'			
C27	12.53'	76.00'	S6°11'09"W	12.51'			
C28	212.67'	1150.00'	S17°44'10"E	212.38'			
C29	30.08'	1150.00'	S22°17'04"E	30.08'			
C30	56.32'	1150.00'	S20°07'56"E	56.31'			
C31	56.35'	1150.00'	S17°19'32"E	56.35'			
C32	55.81'	1150.00'	S14°31'53"E	55.81'			
C33	14.11'	1150.00'	S12°47'23"E	14.10'			
C34	58.90'	1224.80'	S81°19'14"E	58.90'			
C35	56.08'	1225.66'	S84°00'32"E	56.07'			
C36	66.82'	1224.84'	S85°52'56"E	66.81'			
C37	42.72'	1225.78'	S89°26'37"E	42.72'			
(C2)	(32.25')	(20.00')	(S92°22'53")	(28.87')			
(C3)	(224.52')	(1225.23')	(N85°11'34"E)	(224.21')			

Line Table		Length	
Line #	Direction	Length	Length
L1	S89°33'27"E	12.47'	
L2	S23°02'02"E	4.60'	
L3	N57°28'20"W	28.34'	
L4	N31°18'57"E	27.81'	
L5	S87°48'24"E	28.39'	
L6	S22°16'24"W	28.13'	



JUB ENGINEERS, INC.

250 South Beechwood Avenue, Suite 201 Boise, ID 83709-0944
 P: 208 375 7330 / 208 323 9586 www.jub.com

PLAT SHOWING
Whitney Springs Subdivision No. 3 Phase 1

County Recorder's Certificate

Approval of Southwest District Health Department
Sanitary restrictions as required by Idaho Code, Title 59, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Caldwell and the QLPE approval of the design plans and specifications and the Buyer is cautioned that at the time of this approval, the utility appropriate building permits if drinking water extensions or sewer construction can also be constructed, or if the developer is simultaneously constructing those facilities if the developer fails to construct facilities, then the sanitary restrictions may be re-imposed, in accordance with Section 50-1305, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or sewer requiring drinking water or sewer/septic facilities shall be allowed.

Brian Crawford RETH/PS
Southwest District Health Department
9/18/13
Date

Approval of Caldwell City Engineer

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

[Signature]
Caldwell City Engineer
Date

Approval of Caldwell City Council

I, the undersigned, City Clerk, in and for the City of Caldwell, Canyon County, Idaho, do hereby certify that at regular meeting of the City Council held on the 21st day of February, 2014, this plat was duly accepted and approved.



[Signature]
Caldwell City Clerk

Certificate of County Surveyor

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

[Signature]
Canyon County Surveyor
DAVID R. KUNZER TR/MS 2059
1/15/14
Date

Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per requirements of Idaho Code, Section 50-1305, do hereby certify that any and all current and/or delinquent county property taxes and/or property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

[Signature]
Canyon County Treasurer
1/20/14
Date



J-U-B ENGINEERS, INC.

250 South Beechwood Avenue, Suite 201, Boise, ID 83729-0844
P. 208.376.7330 / F. 208.323.9536 www.jub.com

ACCOMMODATION
RECORDING

**THIRD SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
NOTICE OF ANNEXATION
FOR
WHITNEY SPRINGS SUBDIVISION NO. 3 PHASE 2**

2016-031143	
RECORDED	
08/04/2016 09:23 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=12 EHOWELL	\$43.00
TYPE: MISC	
TITLEONE BOISE	
ELECTRONICALLY RECORDED	

This Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Whitney Springs Subdivision No. 3 Phase 2 (this "Third Supplement") is made this 24th day of July, 2016, by Challenger Development Inc., an Idaho corporation ("Declarant") and the Whitney Springs Homeowners Association, Inc., an Idaho non-profit corporation ("Association").

ARTICLE I: SUPPLEMENT AND AUTHORITY

1.1 Supplement to Declaration. This Third Supplement is a supplement to 1) that certain Declaration of Covenants, Conditions and Restrictions of Whitney Springs Subdivision No. 1, recorded on the 21st day of November, 2006, as Canyon County, Idaho Instrument Number 200692776 ("Master Declaration"), 2) that certain Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Whitney Springs Subdivision No. 2, recorded on the 2nd day of June, 2008, as Canyon County, Idaho Instrument Number 2008029707 ("First Supplement") and 3) that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Whitney Springs Subdivision No. 3 Phase 1, recorded on the 21st day of May, 2014, as Canyon County, Idaho Instrument Number 2014-018276 ("Second Supplement"). This Third Supplement supplements and amends 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 Whitney Springs Subdivision No. 3 Phase 2 final plat, a copy of which is attached hereto as Exhibit B, and 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 and Second Supplement, except insofar as the covenants, conditions and restrictions of the Master Declaration, First Supplement and Second Supplement are hereinafter expressly modified hereby.

1.2 Amendment To Master Declaration, First Supplement and Second Supplement. This Third Supplement is an amendment to the Master Declaration, First Supplement and Second Supplement. Accordingly, and pursuant to Article XIII, Section 3 of the Master Declaration, the Association hereby represents that this Third Supplement was properly approved by members entitled to cast not less than sixty-six and two-thirds percent (66 2/3%) of the votes of membership.

ARTICLE II: DECLARATION

Pursuant to Article XII of the Master Declaration, Declarant and the Association hereby declare that the Third Supplement Property and any parcel or portion thereof is hereby annexed into the Subdivision and Properties, as those terms are defined in the Master Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the terms, covenants, conditions and restrictions of the Master Declaration, First Supplement, Second Supplement

and this Third Supplement. All Owners of Lots within the Third Supplement Property shall be subject to all the terms, covenants, conditions and restrictions of the Master Declaration, First Supplement, Second Supplement and this Third Supplement, including, without limitation, being voting members in the Association.

ARTICLE III: COMMON AREA AND RESIDENTIAL LOTS

3.1 Common Area. Lots 12 and 18, Block 10, Lot 19, Block 11, Lot 1, Block 13 and Lot 1, Block 14, as shown on the Third Supplement Plat are Common Area to be owned and maintained by the Association.

3.2 Residential Lots. All platted lots comprising the Third Supplement Property, other than the Common Area, shall be used and developed as residential Lots.

ARTICLE IV: GENERAL PROVISIONS

4.1 Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms, covenants, conditions or restrictions imposed by the provisions of this Third Supplement. Failure by the Association, Declarant or any Owner to immediately enforce any such term, covenant, condition or restriction shall in no event be deemed a waiver of the right to do so in the future.

4.2 Severability. Invalidity of any one of these terms, covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

4.3 Term and Amendment. The terms, covenants, conditions and restrictions of this Third Supplement shall run with and bind the Third Supplement Property for so long as the Master Declaration runs with and binds the Properties. This Third Supplement may be amended pursuant to the same amendment terms contained in the Master Declaration.

4.4 Duration and Applicability to Successors. The terms, covenants, conditions, and restrictions set forth in this Third Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Owners and their successors in interest.

4.5 Governing Law. This Third Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

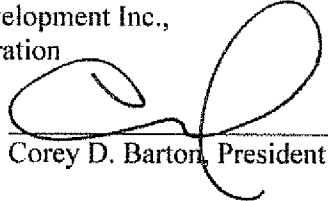
4.6 Definitions. Terms not otherwise defined herein shall have the same meanings as are ascribed to them in the Master Declaration.

[End of Text]

IN WITNESS WHEREOF, the undersigned has duly executed this Third Supplement this 29th
day of July, 2016.

Challenger Development Inc.,
an Idaho corporation

By:



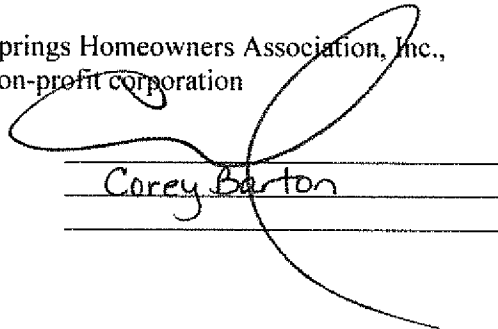
Corey D. Barton, President

Whitney Springs Homeowners Association, Inc.,
an Idaho non-profit corporation

By:

Name:

President:



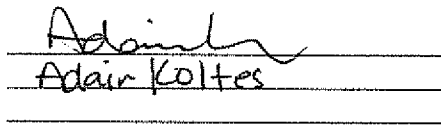
Corey Barton

Whitney Springs Homeowners Association, Inc.,
an Idaho non-profit corporation

By:

Name:

Secretary:

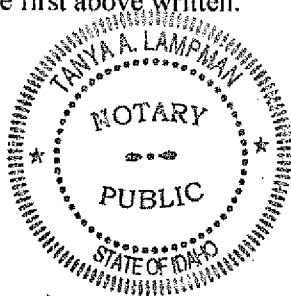


Adair Koltjes

STATE OF IDAHO)
) ss.
County of Ada)

On this 29th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton, known or identified to me to be the President of Challenger Development Inc., the person who executed the foregoing instrument on behalf of such corporation and acknowledged to me that such corporation executed the same.

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

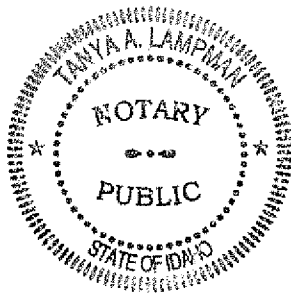


[Signature]
Notary Public for Idaho
Residing at: Middleton, Id
My commission expires: 7/16/22

STATE OF IDAHO)
) ss.
County of Canyon)

On this 29th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton and Adair Koltas, known or identified to me to be the President and Secretary, respectively, of the Whitney Springs Homeowners Association, Inc., the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
Notary Public for Idaho
Residing at: Middleton, Id
My commission expires: 7/16/22

EXHIBIT A
LEGAL DESCRIPTION OF SECOND SUPPLEMENT PROPERTY

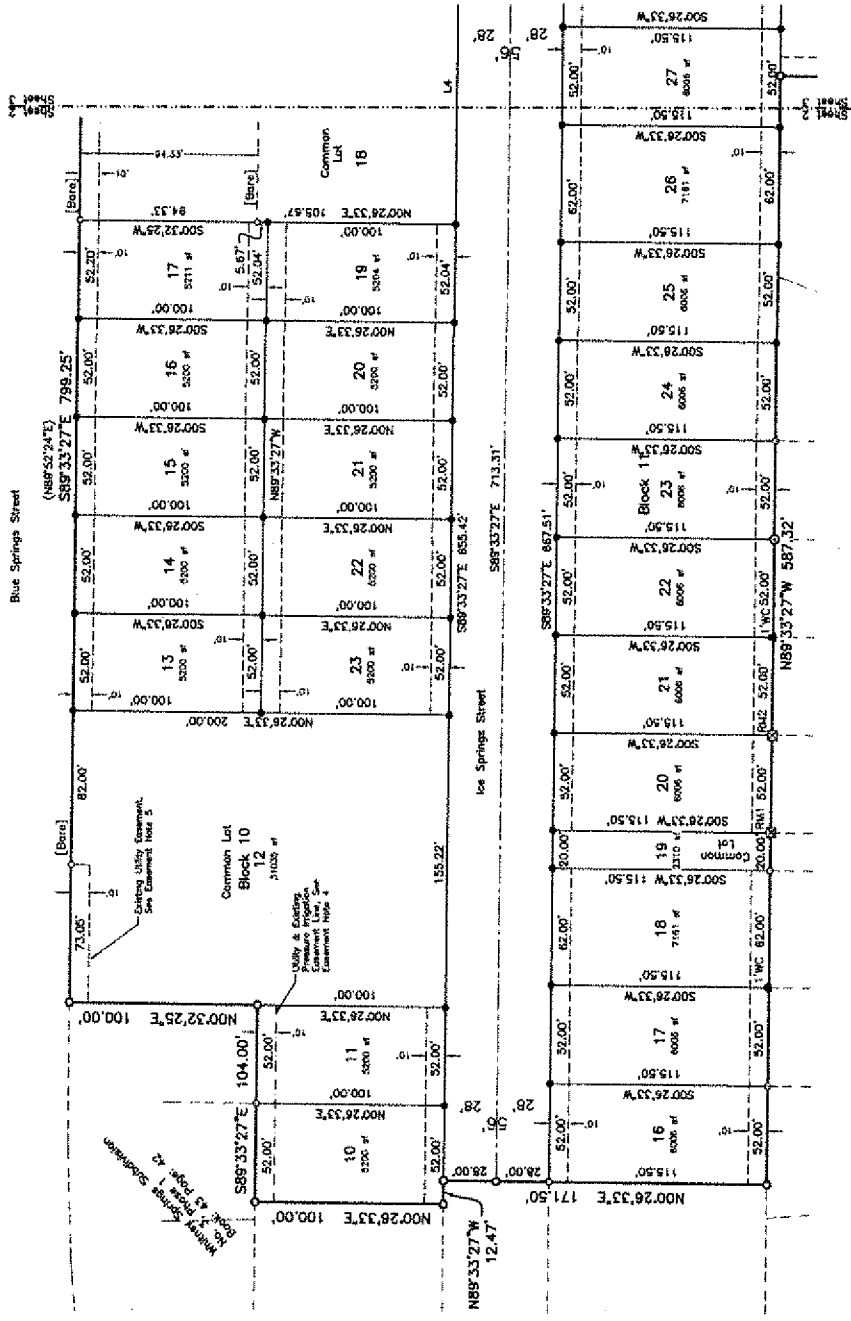
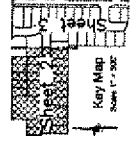
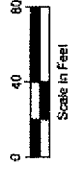
Lots 10 through 23, Block 10, Lots 16 through 34, Block 11, Lots 1 through 11, Block 13, and Lots 1 through 3, Block 14, Whitney Springs Subdivision No. 3 Phase 2, according to the official plat thereof, filed in Book 45 of plats at page 20, records of Canyon County, Idaho.

EXHIBIT B
WHITNEY SPRINGS SUBDIVISION NO. 3 PHASE 2 PLAT

See attached.

Whitney Springs Subdivision No. 3 Phase 2

Whitney Springs Subdivision No. 2
Book 41, Page 33



RM Table - This Sheet			
Course From Monument to Corner			
Monument #	Direction	Length	
RM1	S48°55'53"E	0.24'	
RM2	S20°41'29"W	0.23'	

Whitney Springs Subdivision
Book 43 Page 43

See Sheet 1 for Legend and Boundary Information.
See Sheet 4 for Notes, Reference Documents, and Easement Notes.

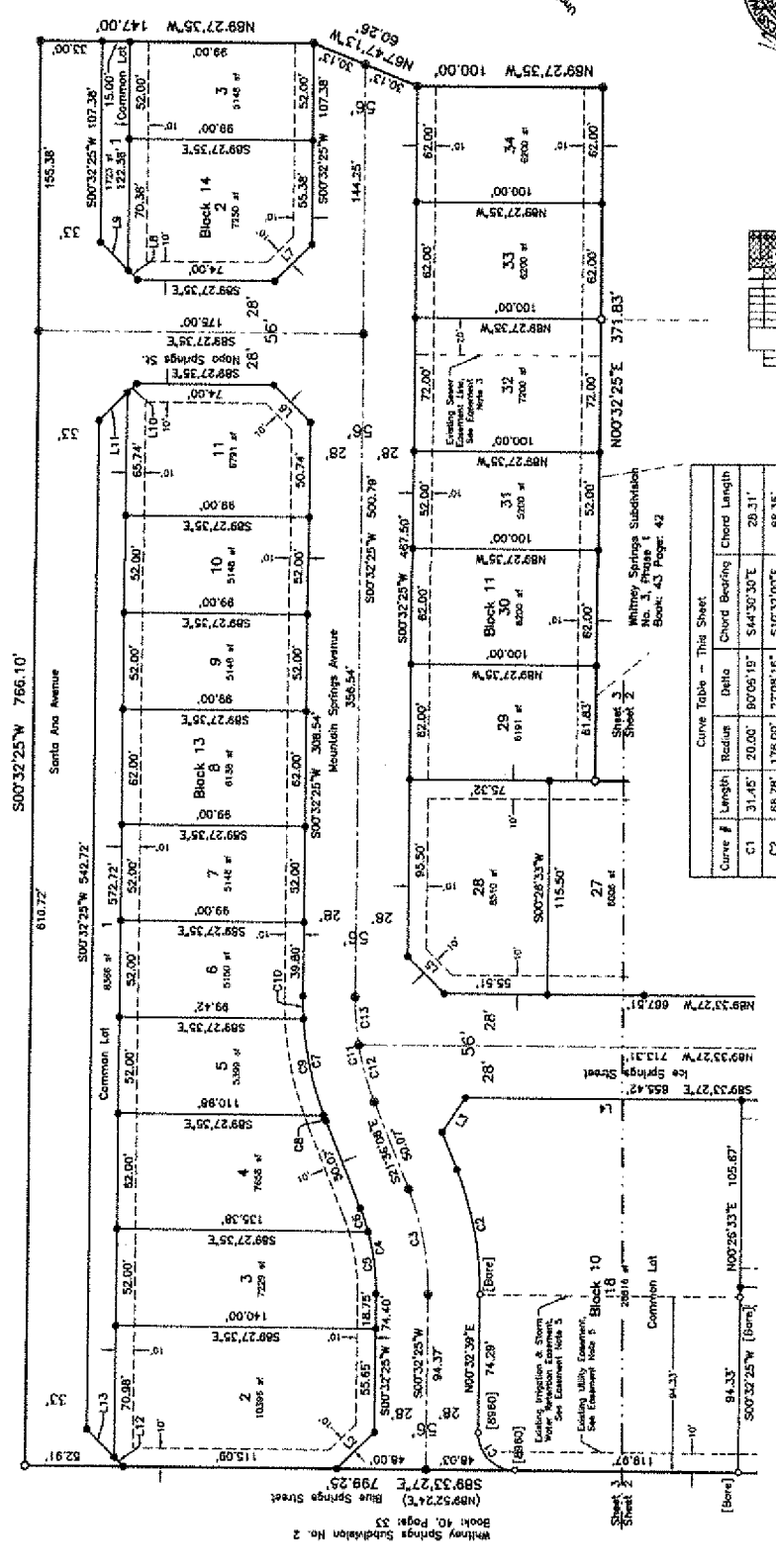
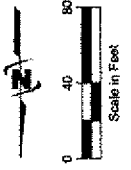


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P 208 378 7356 / F 208 253 9126 / www.jub.com

84.45 p. 62.0

Whitney Springs Subdivision No. 3 Phase 2



Curve Table - This Sheet

Curve #	Length	Radius	Delta	Bearing	Chord Length
C1	31.45'	20.00'	80°05'18"	S44°30'30"E	28.31'
C2	88.78'	176.00'	27°08'16"	S10°33'00"E	88.35'
C3	57.97'	150.00'	22°08'33"	S10°31'52"E	57.61'
C4	47.15'	122.00'	27°08'33"	S10°31'52"E	46.86'
C5	33.68'	92.00'	15°48'55"	S07°22'02"E	33.57'
C6	13.47'	22.00'	6°18'36"	S18°26'19"E	13.47'
C7	68.79'	176.00'	22°08'33"	S10°31'52"E	66.36'
C8	3.10'	176.00'	0°59'57"	S17°06'10"E	3.10'
C9	53.47'	176.00'	3°55'55"	S11°59'51"E	53.27'
C10	13.22'	176.00'	3°55'55"	S11°59'51"E	13.21'
C11	57.97'	150.00'	22°08'33"	S10°31'52"E	57.61'
C12	31.95'	149.76'	12°13'30"	N15°29'42"W	31.89'
C13	25.01'	150.59'	9°53'52"	N04°26'10"W	25.98'

Line Table - This Sheet

Line #	Direction	Length
L7	S46°28'18"W	29.31'
L8	N44°27'35"W	7.07'
L9	N44°27'35"W	21.21'
L10	N45°32'25"E	7.07'
L11	N44°30'31"W	21.21'
L12	N44°27'35"W	0.94'
L13	N44°27'35"W	21.21'

Line Table - This Sheet

Line #	Direction	Length
L2	S46°28'18"W	29.31'
L3	N44°27'35"W	22.35'
L4	S89°33'27"E	148.03'
L5	N44°30'31"W	25.28'
L6	S44°27'35"E	25.28'
L7	S46°28'18"W	29.28'

See Sheet 1 for Legend and Boundary Information.
See Sheet 4 for Notes, Reference Documents, and Easement Notes.



JUB ENGINEERS, INC.
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P: 208.376.7130 / 208.321.9316 W: www.jub.com

PLAT SHOWING
Whitney Springs Subdivision No. 3 Phase 2

Notes

1. Lots 12 and 16, of Block 10, Lot 19 of Block 11, Lot 1 of Block 13, and Lot 1 of Block 14, are common lots which shall be owned and maintained by the Whitney Springs Subdivision Homeowner's Association.
2. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
3. The development of this property shall be in compliance with the City of Caldwell Zoning Ordinance.
4. Minimum building setback lines shall be in accordance with the City of Caldwell Zoning Ordinance at the time of issuance of the building permit. All lot, parcel, and tract sizes shall meet dimensional standards as established in the City of Caldwell Zoning Ordinance.
5. The availability of building permits for this development may be limited pursuant to Caldwell City Code Section 11-04-07(5) which limits the number of building permits that may be issued prior to final completion of the development. Applicant shall disclose to lot purchasers the availability of building permits in fact restricted by Caldwell City Building Department prior to closing.
6. Lots shall not be reduced in size without prior approval from the City of Caldwell.
7. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states: "The agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
8. The areas depicted hereon are for the convenience and are subordinate to the dimensions depicted hereon.
9. Direct lot access to Santa Ana Avenue is prohibited.

Easement Notes

1. Lots 12 and 16 of Block 10, Lot 19 of Block 11, Lot 1 of Block 13, and Lot 1 of Block 14 are hereby designated as having a Utility Easement co-located with said lots.
2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, pressurized irrigation, sewer service, cable television/data, opportunities thereto; and for drainage.
3. See Instrument Number 2014-002415 for Existing Sewer Easement.
4. See Instrument Number 2013-054646 for Existing Pressure Irrigation Easement.
5. This plat is subject to the existing easements for irrigation, storm water retention, drainage, and utilities for Lot 1 of Block 9 and Lot 1 of Block 10 of Whitney Springs Subdivision No. 2 except the release of easement for Lot 1 of Block 10, Whitney Springs Subdivision No. 2 by the Home Owners Association (Instrument No. 2013-027012) and the release of easements by Home Owners Association (City of Caldwell, Information Code, & Water Power) per IC 50-1306(5) for the portion of Lot 1 of Block 10 east of 800 Springs Street.
6. No utility easement created hereon shall preclude the construction and maintenance of non-adjacent driveways, landscaping, parking, side & rear property line fences, or other such non-adjacent improvements.
7. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.

Reference Documents

- Subdivisions:
 Monarch Subdivision No. 1 (Book 31 of Plats, Page 43)
 Monarch Subdivision No. 2 (Book 31 of Plats, Page 43)
 Whitney Springs Subdivision No. 1 (Book 30 of Plats, Page 10)
 Whitney Springs Subdivision No. 2 (Book 40 of Plats, Page 33)
 Whitney Springs Subdivision No. 3 Phase 1 (Book 43 of Plats, Page 42)
- Records:
 RSM 9150793, 20037693, 20040992, 20041462, 20044767, 2006023600, and 2006024411.
 Deeds:
 2012056033, 2015-017440, 2016-007922, and 2016-019380.
 Easements:
 2013-054646, 2014-002415, 2014-024128, 2014-024130, and 2015-027912.



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Blk 45 of 20

PLAT SHOWING Whitney Springs Subdivision No. 3 Phase 2

Certificate of Owners

Kiser Oil Fields, Inc. presents that Challenger Development, Inc., an Idaho Corporation, does hereby certify that it is the owner of that real property to be known as Whitney Springs Subdivision No. 3 Phase 2, and that it intends to include said real property, as described below, in this plat:

A parcel of land situated in the southeast quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, including Lot 1 of Block 8 and Lot 1 of Block 10 of Whitney Springs Subdivision No. 2 (Book 43 of Plats at Page 33, records of Canyon County, Idaho), and being more particularly described as follows:

Commencing at southeast corner of the southeast quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian;

Thence N07°32'25"E, 532.75 feet along the east line of the southeast quarter of the northeast quarter to the POINT OF BEGINNING;

Thence N89°27'35"W, 147.00 feet;

Thence N87°47'15"W, 60.25 feet;

Thence N07°32'25"E, 106.25 feet;

Thence N07°32'25"E, 371.83 feet along the boundary of Whitney Springs Subdivision No. 3 Phase 1 (Book 43 of Plats at Page 42, records of Canyon County, Idaho) and the southerly extension thereof;

Thence N89°33'27"W, 571.83 feet along the boundary of Whitney Springs Subdivision No. 3 Phase 1;

Thence N07°26'33"E, 171.50 feet along the boundary of Whitney Springs Subdivision No. 3 Phase 1;

Thence N89°33'27"W, 12.47 feet along the boundary of Whitney Springs Subdivision No. 3 Phase 1;

Thence N07°26'33"E, 100.00 feet along the boundary of Whitney Springs Subdivision No. 3 Phase 1;


Thence S89°33'27"E, 104.00 feet along the boundary of Whitney Springs Subdivision No. 3 Phase 1 and Whitney Springs Subdivision No. 2 to the south-right-of-way line of Blue Springs Street;

Thence S05°33'27"E, 158.35 feet along the boundary of Whitney Springs Subdivision No. 3 Phase 1 and Whitney Springs Subdivision No. 2 to the south-right-of-way line of Blue Springs Street and intermittently along the north boundary of Whitney Springs Subdivision No. 2 to the southeast corner of the southeast quarter of the northeast quarter;

Thence S07°32'25"W, 786.10 feet along the east line of the southeast quarter of the northeast quarter to the POINT OF BEGINNING.

The above-described parcel contains 10.09 acres, more or less.


The public streets shown on this plat are hereby dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon, and no permanent structures, other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from the City of Caldwell, and The City of Caldwell has agreed in writing to serve all lots within this subdivision. Irrigation water has been provided from Caldwell Municipal Irrigation District, in compliance with Idaho Code 31-3805(1)(b). Lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from Caldwell Municipal Irrigation District.


Cory D. Barton, President
Challenger Development, Inc.

Acknowledgment

State of Idaho } ss.
County of Ada }
On this 23rd day of March, 2016, in the year 2016, before me, a Notary Public, and for the State of Idaho, personally appeared Cory D. Barton, known and identified to me to be the President of Challenger Development, Inc., that executed the within instrument and acknowledged to me that Challenger Development, Inc., executed the same.




Notary Public for Idaho
My commission expires: 6-05-16

Certificate of Surveyor

I, Michael S. Byrns, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Whitney Springs Subdivision No. 3 Phase 2, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.




Michael S. Byrns, PLS 11334



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DK 45 0620

PLAT SHOWING
Whitney Springs Subdivision No. 3 Phase 2

County Recorder's Certificate

Sanitary restrictions as required by Idaho Code, Title 20, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Caldwell and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of approval, the building was constructed with sanitary water connections. Building construction can be done with sanitary water connections if additional water connections or fixtures/extensions have since been constructed, or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then the sanitary restrictions may be re-imposed, in accordance with Section 20-1326, Idaho Code, by the issuance of a certificate of approval, and the construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Jack Edwards R.E.M.S. 9/27/2016
Southwest District Health Department Date

Approval of Caldwell City Engineer

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

Robert N. 15 Jan 2016
Caldwell City Engineer (P.E.) Date



Approval of Caldwell City Council

I, the undersigned, City Clerk in and for the City of Caldwell, Canyon County, Idaho, do hereby certify that at regular meeting of the City Council held on the 11th day of February 2016, this plat was duly accepted and approved.

Debbie Dwyer
Caldwell City Clerk



Certificate of County Surveyor

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

David R. Kinzale 5/14/16
Canyon County Surveyor Date
DAVID R. KINZALE PE/PES 2005

Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, do hereby certify that any and all taxes due and payable by the county property holder for the subdivision, including, but not limited to, this proposed subdivision have been paid in full. This certificate is valid for the next ninety (90) days only.

Shirley Lloyd 6/28/16
Canyon County Treasurer Date



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BLVS PCZ