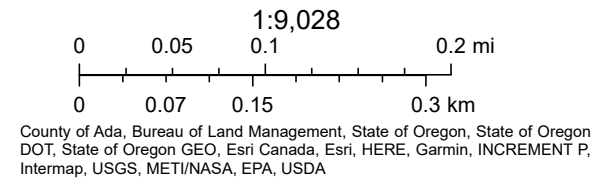


Canyon County, ID Web Map



2/27/2026, 10:50:10 AM

- | | | |
|--|---|--|
| Multiple Parcel Search _Query result | CC_PrivateRoads | Sections |
| Quarter Line | County Boundary | Imagery_2025_2026 |
| CanyonCountyRoads | Current Impact Area | Red: Band_1 |
| Roads | City Limits | Green: Band_2 |



MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov Phone: 208-402-4164



PROPERTY OWNER	OWNER NAME: <u>Maunta Bernal</u>
	MAILING ADDRESS: <u>218 Airport Road Nampa, ID 83687</u>
	PHONE: [REDACTED] EMAIL: [REDACTED]

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: [Signature]

Date: 11/21/2025

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: <u>Will Mason</u>
	COMPANY NAME: <u>Mason & Associates, Inc</u>
	MAILING ADDRESS: <u>924 3rd Street S.</u>
	PHONE: [REDACTED] EMAIL: [REDACTED]

SITE INFO	STREET ADDRESS: <u>7218 Airport Rd</u>
	PARCEL #: <u>R30550012</u> LOT SIZE/AREA: <u>5.38 acres</u>
	LOT: BLOCK: SUBDIVISION:
	QUARTER: <u>SW 1/4</u> SECTION: <u>20</u> TOWNSHIP: <u>3N</u> RANGE: <u>1W</u>
	ZONING DISTRICT: <u>RR</u> FLOODZONE (YES/NO): <u>(NO)</u>

HEARING LEVEL APPS	☐ CONDITIONAL USE	☐ COMP PLAN AMENDMENT	☐ CONDITIONAL REZONE
	☐ ZONING AMENDMENT (REZONE)	☐ DEV. AGREEMENT MODIFICATION	☐ VARIANCE > 33%
	☐ MINOR REPLAT	☐ VACATION	☐ APPEAL
	☒ SHORT PLAT SUBDIVISION	☐ PRELIMINARY PLAT SUBDIVISION	☐ FINAL PLAT SUBDIVISION

Bernal Landing

DIRECTORS DECISION APPS	☐ ADMINISTRATIVE LAND DIVISION	☐ EASEMENT REDUCTION	☐ SIGN PERMIT
	☐ PROPERTY BOUNDARY ADJUSTMENT	☐ HOME BUSINESS	☐ VARIANCE 33% >
	☐ PRIVATE ROAD NAME	☐ TEMPORARY USE	☐ DAY CARE
	☐ OTHER		

CASE NUMBER: <u>SD2026-0003</u>	DATE RECEIVED: <u>2-19-26</u>
RECEIVED BY: <u>Emily Bunn</u>	APPLICATION FEE: <u>2,290</u> ☒ CASH ☐ MO ☐ CC

pd. 2-26-26

SHORT PLAT SUBMITTAL LIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov | Phone: 208-402-4164



ONLY USE THIS APPLICATION IF:

- A. The proposed subdivision does not exceed fourteen (14) lots,
- B. The proposed subdivision does not require construction drawing review for subdivision improvements,
- C. No major special development considerations are involved such as development in the floodplain, hillside development, etc., and
- D. All required information for both preliminary and final plat is complete and in acceptable form.

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

- ☒ Master Application completed and signed
- ☒ Completed Application for Irrigation Plan Approval form
- ☒ Detailed letter fully describing the request or project, include total number of lots, buildable lots, open space lots, size of lots, and how you will mitigate negative impacts
- ☒ Subdivision Worksheet
- ☒ Irrigation Plan Application
- ☒ Copy of Preliminary and Final Plat*
- ☒ Private Road application (if internal roads are private) with additional \$80 fee *NA*
- ☒ Easement reduction application (if requesting an easement width less than 60 feet) with additional fee per adopted fee schedule
- ☒ Preliminary Drainage Plan*, if applicable
- ☒ Preliminary Irrigation Plan*, if applicable *existing*
- ☒ Preliminary Grading Plan*, if applicable
- ☒ Final Drainage Plan*, if applicable
- ☒ Final Irrigation Plan*, if applicable *existing*
- ☒ Final Grading Plan*, if applicable
- ☒ Deed or evidence of property interest to all subject properties
- ☐ Fees per adopted schedule + per/Lot + fee (if in City Area of Impact): non-refundable fees

* Submittal must include a full-size paper copy, an electronic copy in PDF format, and the CAD file (if a CAD file exists).

NOTES:

1. Short plats follow the standard public hearing process with the preliminary plat being heard by the Planning and Zoning Commission or Hearing Examiner and the preliminary plat and final plat heard by the Board of County Commissioners.
2. Any conditions of approval given during the rezoning process, if applicable, must be addressed as part of submittal materials to ensure condition compliance is met.
3. After the plat is reviewed and found to be in compliance, an **additional five (5) paper copies of the final plat** may be required to be submitted.
4. Since other affected agencies have their own subdivision review process, it is highly recommended you approach agencies such as the local Highway District, local Fire Department, local Irrigation District, Idaho Department of Water Resources and Southwest District Health and meet regarding the proposed subdivision development prior to submittal to this department.

Staff

X

X

X

X

X

X

may need

Not provided

Not provided

X

*600 Notification
50 case maps
1000 SP fee
1000 Engineering
20x2*

SITE PLAN & LETTER OF INTENT - CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov Phone: 208-402-4164



The site plan is a detailed GRAPHICAL description of existing and proposed site features. Include all applicable items on your site plan:

☒	All existing and proposed structures and dimensions (i.e. 40'X30' shop, 20'x20' shed, 40'x50' house, 10' windmill, etc.)
☒	Infrastructure: well, septic, irrigation ditch, settling ponds, drainage swales, etc.
☒	Transportation: parking, loading areas, driveways, etc. adjacent driveways, roads, highways or other accesses
☒	Easement locations and dimensions
☒	Setbacks from property lines, section lines, collectors and arterial roads and/or building envelope
☒	Areas of steep slopes, wetlands, and/or floodplain
☒	Existing or proposed fences
☒	Signs <i>N/A</i>
☒	Major landscaping or hardscaping, such as large trees, berms, or retaining walls, water features
☒	Areas of activity, outdoor seating, food vendor area, stockpiling, open pit, etc.
☒	Any other site features worth noting

The Letter of Intent is a detailed WRITTEN description of proposed and existing uses at the site. Include all applicable items in your letter:

☒	A description of the proposed use and existing uses
☒	A description of the proposed request and why it is being requested
☒	Expected traffic counts and patterns
☒	Phasing of development
☒	How proposed use may affect neighboring uses
☒	A description or further explanation of the site features (see site plan list above)
☒	Explanation of any other permits through other agencies that may be required
☒	Description of business operations, such as number of employees, hours of operation, delivery and shipping
☒	A description of how the proposed use is consistent with specific zoning criteria or comprehensive plan policies
☒	Any other items which may require further explanation

IRRIGATION PLAN APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov Phone: 208-402-4164



Applicant(s) Shawita Bernal [Redacted]
Name Daytime Telephone Number
7218 airport Rd. Nampa ID 83687
Street Address City, State Zip

Representative Name Mason & Associates Inc
Daytime Telephone Number / E mail Address
924 3rd street S Nampa ID 83651
Street Address City, State Zip

Location of Subject Property: _____
Two Nearest Cross Streets or Property Address City

Assessor's Account Number(s): R 30550012 Section 20 Township 3N Range 1W

This land:

- ☒ Has water rights available to it.
☐ Is dry and has no water rights available to it. If dry, please sign this document and return to the Development Services Department representative from whom you received it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless:"

- a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 1. For proposed subdivisions located within negotiated area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with Idaho Code Section 50-1306. In addition, the irrigation entity charged with the delivery of water to said lands must be advised regarding the irrigation system.

Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on you map:

- 1 ☐ All canals, ditches, and laterals with their respective names.
- 2 ☐ Head gate location and/or point if delivery of water to the property by the irrigation entity.
- 3 ☐ Rise locations and types, if any.
- 4 ☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- 5 ☐ Slope of the property in various locations.
- 6 ☐ Direction of water flow (use short arrows → on your map to indicate water flow direction).
- 7 ☐ Direction of wastewater flow (use long arrows -----→ on you map to indicate wastewater direction).
- 8 ☐ Location of drainage ponds or swales, anywhere wastewater will be retained on the property.
- 9 ☒ Other information: Irrigation to remain as is.

Also, provide the following documentation:

- ☐ Copy of any water users' association / agreement (s) that are currently in effect, which outlines water schedules and maintenance responsibilities.

===== Applicant Acknowledgement =====

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed: _____

Property Owner

Date: _____

(Application Submitted)

Signed: _____

Applicant/Representative (if not property owner)

Date: _____

(Application Submitted)

Accepted By: _____

Director / Staff

Date: ____/____/____



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Ste B, Nampa, ID 83651

Email: [REDACTED]

LETTER OF EXPLANATION
BERNAL LANDING
SHORT PLAT

This is a request for a short plat for the subdivision of Bernal Landing. Per the report provided by County Staff the property can be subdivided as long as both properties are at a 2 acre minimum.

This parcel is zoned rural residential. The Bernal's would like to subdivide their property to create an additional lot for another home.

Irrigation on the property is proposed to remain the same. It has existing gravity irrigation with a pump system in an irrigation box that is centrally located front center of the property. This system currently serves the entire property and the Bernal's wish to keep this system as is. It will be governed by a shared water users agreement between lot 1 and lot 2. The property appears to have been terraced around 2016. (per google maps)

The Bernal's will be donating 50 feet of their property to Nampa Highway District for future Right-Of-Way. They propose to access both properties through a shared driveway easement as it is currently accessed, keeping the existing ingress/egress access location in place. The existing driveway will need to be widened 3-12 feet when future Right-Of-Way is taken. If required the gravel driveway can be widened now. In the future this common shared ingress/egress will be governed by a driveway users agreement between lot 1 and lot 2.

Fire truck turnaround will be kept at it's existing location, the circular drive around the flag pole on future lot 2.

The property will remain largely as is. There will be a future home on lot 1. There are no proposed berms, retaining walls or water features to be added. There will be no public outdoor activities, only personal/private property use. The adding of one additional lot does not pose significant increased traffic patterns. There will be no phasing of this development. Impact on neighbors should be minimal as only one more residential home will be built.

This property is consistent with the comprehensive plan as it abides by the rural residential County code.

The City of Nampa was contacted about a waiver of curb, gutter and sidewalk as this project is in the City of Nampa's impact area. As of this submission the City has not responded back. The Bernal's request a waiver of curb, gutter and sidewalk on this project.

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov Phone: 208 402 4164



GENERAL

1. HOW MANY LOTS ARE YOU PROPOSING?

Residential 2 Non-buildable 0 Common 0

2. AVERAGE LOT SIZE OF THE RESIDENTIAL PARCELS

2.38 ACRES

IRRIGATION

1. IRRIGATION WATER IS PROVIDED VIA:

☐ Irrigation Well ☒ Surface Water

2. WHAT PERCENTAGE OF THE PROPERTY HAS WATER? 100 %

3. HOW MANY INCHES OF WATER ARE AVAILABLE TO PROPERTY? _____

4. HOW DO YOU PLAN TO RETAIN STORM AND EXCESS WATER ON EACH LOT?

As it is now - property maintains and retains excess water. It will continue through swales.

5. HOW DO YOU PLAN TO PROCESS STORM WATER / EXCESS IRRIGATION WATER PRIOR TO IT ENTERING THE ESTABLISHED DRAINAGE SYSTEM?

filtration through vegetation

ROADS

1. ROADS WITHIN THE DEVELOPMENT WILL BE:

☐ Public ☐ Private ☒ N/A

* Private Road names must be approved by the County and the private road application submitted with the Preliminary Plat*

HILLSIDE DEVELOPMENT

1. OF THE TOTAL LOTS REQUESTED, HOW MANY OF THE LOTS WILL CONTAIN SLOPES GREATER THAN 15%?

Residential 0 Non-Buildable 0 Common 0

2. WILL THE PROPOSED ROAD (S) BE LOCATED WITHIN ANY AREA THAT HAS SLOPES GREATER THAN 15%?

☐ YES ☒ NO NA

*If YES, a grading plan is required.

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov Phone: 208-402-4164



SUBDIVISIONS WITHIN AN AREA OF CITY IMPACT

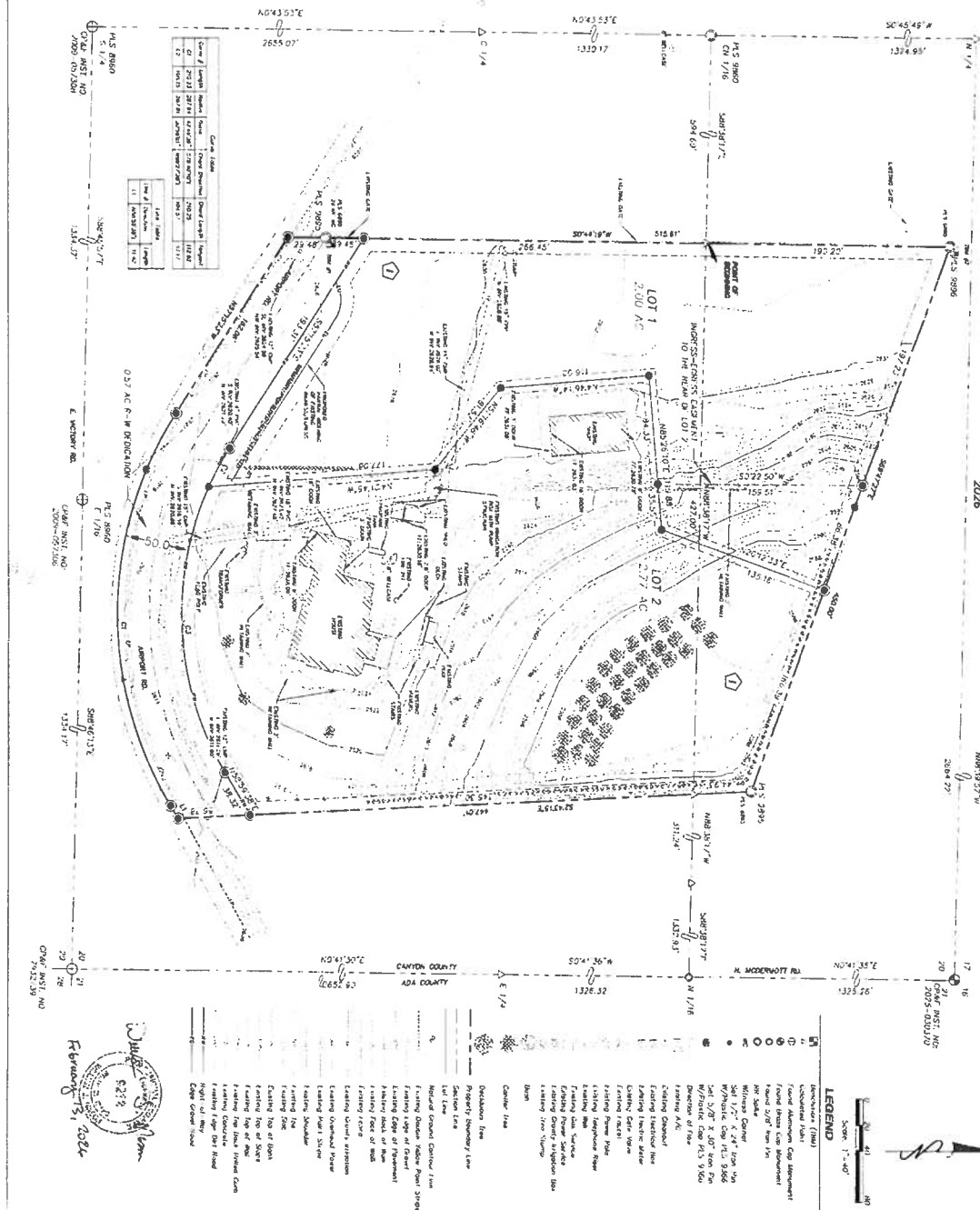
1. WILL YOU BE REQUESTING WAIVERS OF SUBDIVISION IMPROVEMENT REQUIREMENTS FROM THE CITY?
☒ YES ☐ NO — Request has been submitted to City
2. IF YES, WHICH WAIVERS WILL YOU BE REQUESTING?
☒ CURBS ☒ GUTTERS ☒ SIDEWALKS ☒ STREETLIGHTS ☒ LANDSCAPING

This Document, and the Concepts, Items and Design incorporated herein are an instrument of professional service and are the Property of Mascan and Associates, Inc., therefore they are not to be used in whole or part for any other project without the express written Authorization of Mascan and Associates, Inc. ©

ENGINEER/SURVEYOR
WASLEY & ASSOCIATES, INC.
924 Jrd St. South
Nashville, TN 37203
(603) 454-0256

1. COUNTY CLERK COUNTY TOWNSHIP RECORDS DEPT 10/14/04
2. VIL LOCATED WITHIN CITY OF INDIANAPOLIS IND, A
3. IND. CO. 46 500/11/14, 10/15 P. 2
- NO. OF COUNCILM. 10/15 CO. 3 (2004/11/14/04)
- 10/14 RECORD CO. 10/15 CO. 1

15000 3/8" 2000 PSI WITH PLASTIC CAP "CLAMIT"
P.S. 2000'S - 29 46' 20" 255' 20" 10' 10"
SOUTHERN IN PROPERTY CORNER 1.5' SOUTHEAST
OF SOUTHEAST CORNER 1100' CORNER.
NAVD83 ELEVATION=2633.11'



1704 10/25/12:16 BERNAL LANDING 7218 AIRPORT ROAD PRELIMINARY PLAT		JOB NO. 170425 DATE 10/25/12 CLIENT SHAUNTA BERNAL 7218 AIRPORT RD NAMPA, ID, 83407 (208) 695-0894 (208) 573-4873	Professional Engineers Land Surveyors & Planners 1704 10/25/12:16 1704 10/25/12:16	DESIGNED BY DRAWN BY CHECKED BY APPROVED BY	NO. BY DATE 6/22/12	DESCRIPTION
--	--	--	--	--	------------------------	-------------

2021

11

7718 ARPORT RD
NAPPA, ID 83647
(208) 895-0624

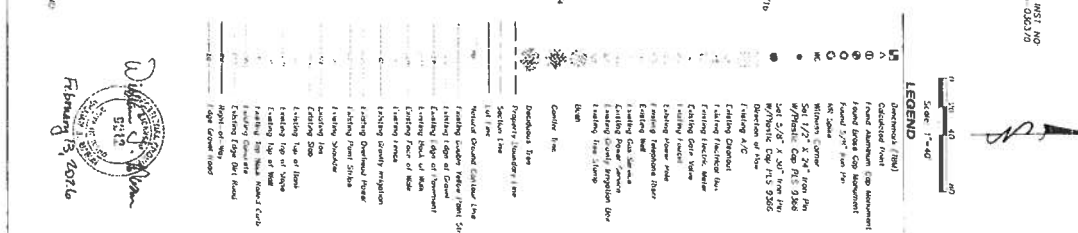
ENGINEER/SURVEYOR

MASON & ASSOCIATES, INC.
324 3rd St. SE
NAPPA, ID 83601
(208) 454-0256

- DUNNIN CANYON COUNTRY FINE WOODS
- 2. MR. LUCIANO MATH OF (E) MATHA

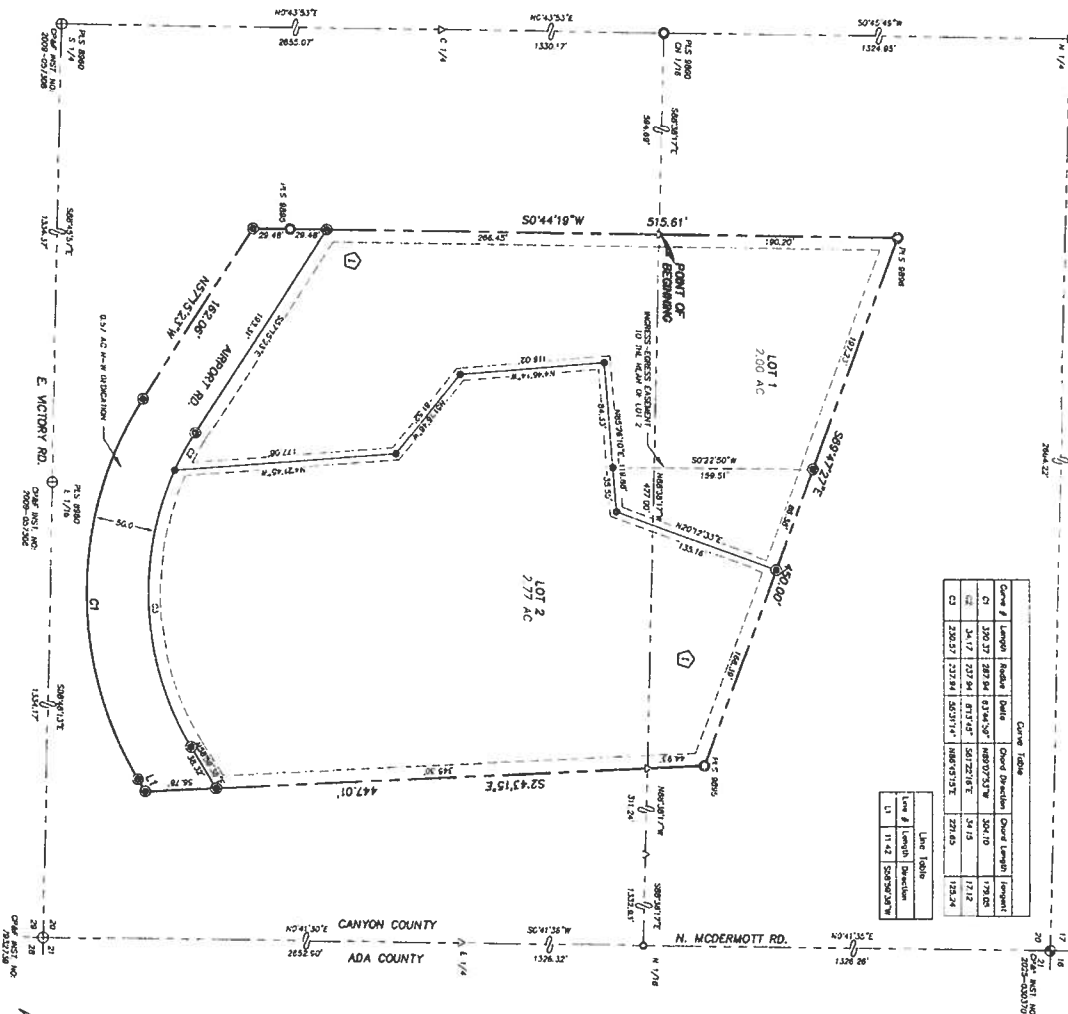
- [illegible]

THE AT
F OAKS 3/8" arch bow with 5
pins, 50x55, 29.40, #118.35 C
SOUTHERN SHOOTING & GUN
C SOUTHERN SHOOTING & GUN
NAVDOM 111 VA TECH-26.26.44



DRAWING TITLE BERNAL LANDING 7218 AIRPORT ROAD DRAINAGE AND IRRIGATION PLAN		JOB NO. 110821 DATE 11/03/2010 SHEET 1 OF 1 SCALE 1"=40' FIELD BOOK NO.		CLIENT SHAUNTA BERNAL 7218 AIRPORT RD HAMILA, ID, 83487 (208) 895-0664 (208) 973-4873		 Preparation: Eugene S. Lina, Eugene S. Lina Check: Eugene S. Lina Date: 11/03/2010		DESIGNED BY: [Signature] DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]		NO. 11 RF. 11 DATE 11/03/2010 LOCATION	
---	--	---	--	---	--	--	--	--	--	---	--

BERNAL LANDING SUBDIVISION
A PART OF THE SW 1/4, NW 1/4, SECTION 20, T. 3N, R. 1W, B.M.
CANYON COUNTY, IDAHO
2026
STATE OF IDAHO



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	350.37	287.84	63.94°	N89.07°S	304.10
C2	34.17	237.84	87.14°	S61.22°E	34.15
C3	230.37	237.84	58.37°	N68.43°E	221.45
					123.24

Line Table		
Line #	Length	Direction
L1	11.42	S08.50°W

- NOTES
-
1. The 14

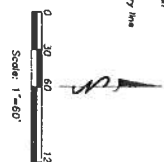
- [illegible]

NARRATIVE

THIS SURVEY WAS PERFORMED TO CREATE A SUBDIVISION. THE BOUNDARY LINES OF THIS PARCEL OF LAND FOR SAID SUBDIVISION WERE ESTABLISHED FROM RECORD INFORMATION AND FROM FOUND MONUMENTATION AS SHOWN AND DESCRIBED HEREON.



Mason & Associates
Professional Engineers
Land Surveyors
& Planners
4400 Jamboree Drive
Oxnard, CA 91320
JY0825 12/17/2025
SHEET 1 of 3
BK. PG



BERNAL LANDING SUBDIVISION

OWNERS CERTIFICATE

We, Shaurto Bernal & Irene Bernal, being first duly sworn, depose and say we are the owners of BERNAL LANDING SUBDIVISION more particularly described in the subdivision plat, state that it is our intention to include said property in this subdivision plat, we do for ourselves, our heirs, transferees, successors and assigns, do hereby dedicate, donate and convey to the public forever the public streets, public utilities and such other uses as designated within this plat and no permanent structures other than those for utility, irrigation, or drainage purposes are to be erected thereon. We also depose and say that the said subdivision plat and surface water for irrigation is reasonably available, per Section 6-5.5.3, Idaho Code and that they are in compliance with Section 31-3802, Idaho Code. The individual lots in this subdivision will receive domestic water from individual wells, i.e. 50-1334(1).

A parcel of land being a portion of the NW 1/4 NE 1/4, and a portion of the SW 1/4 NE 1/4, of Section 20, Township 3 North, Range 1 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the northwest corner of the NE 1/4;

Thence N 88° 38' 57" W, 7664.22 feet to the northwest corner of the NE 1/4;

Thence S 00° 45' 49" W, 1324.95 feet along the west boundary of the NW 1/4 NE 1/4 to the southwest corner of the NW 1/4 NE 1/4;

Thence S 84° 41' 17" E, 594.69 feet along the south boundary of the NW 1/4 NE 1/4 to the POINT OF BEGINNING;

Thence N 00° 44' 19" E, 190.20 feet to a found 5/8" iron pin with a plastic cap marked LS 9896;

Thence S 89° 43' 27" E, 450.00 feet to a found 5/8" iron pin with a plastic cap marked LS 9896;

Thence S 02° 43' 15" E, 447.01 feet;

Thence S 38° 59' 38" W, 11.42 feet to the beginning of a curve;

Thence a distance of 320.37 feet along a curve right, having a radius of 787.94 feet, a central angle of 83° 44' 59", the long chord of which bears N 89° 07' 53" W, 304.10 feet;

Thence N 57° 15' 23" W, 162.06 feet;

Thence N 00° 44' 19" E, 125.42 feet to the POINT OF BEGINNING.

BERNAL LANDING SUBDIVISION contains 3.14 acres, more or less.

Shaurto Bernal

Irene Bernal

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF CANYON } SS

Do it remembered that on this _____ day of _____, 20____, before me, undersigned, a notary public in and for said state, personally appeared Shaurto Bernal and Irene Bernal, who being known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for _____

Residing at _____

Commission expires _____

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF CANYON } SS

Do it remembered that on this _____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for _____

Residing at _____

Commission expires _____

CERTIFICATE OF SURVEYOR

I, Dorn Holmrey do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho and am duly qualified to perform the duties of a surveyor. The subdivision plat attached hereto, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon in conformity with the state of Idaho codes relating to plats, surveys, and the corner perpetuation and filing act, Idaho code SS 1601 through SS-1612.



Dorn Holmrey

P.L.S. License No. 9366

Mason & Associates
Professional Engineers,
Land Surveyors
A Division
202 N. 2nd St., Suite 200
Boise, ID 83722-2000
208-333-1111

JOB#25 12/17/2025

BK. SHEET 2 of 3 PG

BERNAL LANDING SUBDIVISION

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for Canyon County, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and delinquent county property taxes for the property included in this subdivision have been paid in full.

This certificate is valid for the next thirty (30) days only.

County Treasurer _____

Date _____

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restriction may be removed, in accordance with Section 50-1328, Idaho Code, by the issuance of a certificate of disapproval.

District Health Department, EHS _____

Date _____

APPROVAL OF CANYON COUNTY COMMISSIONERS

Accepted and approved this _____ day of _____, 20____, by the Board of County Commissioners of Canyon County, Idaho.

Chairman _____

Clerk _____

APPROVAL OF NAUPA HIGHWAY DISTRICT NO. 1

Naupa Highway District No. 1 does hereby accept the plat and the dedicated public streets, highways and rights-of-ways as are depicted on this plat, in accordance with the provisions of I.C. § 50-1312.

Chairman _____

Date _____

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor for Canyon County, Idaho, hereby certify that I have examined this plat and find it complies with the State of Idaho code relating to plats and surveys.

Canyon County Surveyor _____

Date _____



Mason & Associates
Professional Engineers
Land Surveyors
A Member
of the Surveying
Firm



Escrow No.: 34602441638-PJN

2024-034475	
RECORDED	
10/24/2024 12:47 PM	
RICK HOGABOAM	
CANYON COUNTY RECORDER	
Pgs=3 JWINSLOW	\$15.00
TYPE: DEED	
VCR	
ELECTRONICALLY RECORDED	

WARRANTY DEED

FOR VALUE RECEIVED

James D. Clegg and Mary M. Clegg, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Shaunta Bernal and Irene Bernal, a married couple

GRANTEE(S), whose current address is: **7218 Airport Road, Nampa, ID 83687-9539**

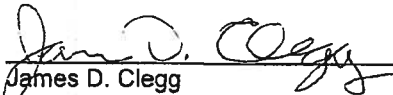
the following described real property in Canyon County, Idaho, more particularly described as follows, to wit:

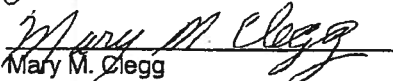
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

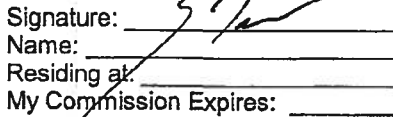
Effective this 24th day of October, 2024.


James D. Clegg

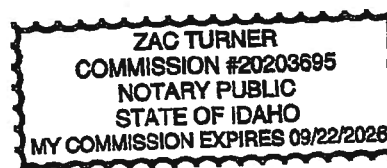

Mary M. Clegg

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 23 day of Oct., 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Clegg and Mary M. Clegg known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Signature: 
Name: _____
Residing at: _____
My Commission Expires: _____

(SEAL)



Escrow No.: 34602441638-PJN

WARRANTY DEED

FOR VALUE RECEIVED

James D. Clegg and Mary M. Clegg, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Shaunta Bernal and Irene Bernal, a married couple

GRANTEE(S), whose current address is: **7218 Airport Road, Nampa, ID 83687-9539**

the following described real property in Canyon County, Idaho, more particularly described as follows, to wit:

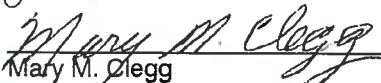
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

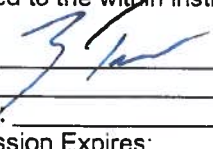
Effective this 24th day of October, 2024.


James D. Clegg


Mary M. Clegg

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 23 day of Oct., 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Clegg and Mary M. Clegg known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Signature: 
Name: _____
Residing at: _____
My Commission Expires: _____

(SEAL)

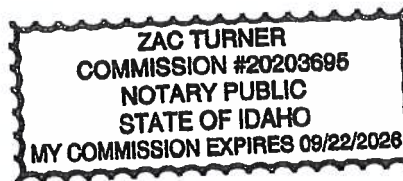


EXHIBIT "A"
Legal Description

A parcel of land located in the North half of the Northeast Quarter of Section 20, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, being further described as follows:

Basis of Bearings:

The South line of the North half of the Northeast Quarter of Section 20, Township 3 North, Range 1 West, Boise Meridian, derived from found monuments and taken as South 89°22'59" East.

Beginning at a point on the South line of the North half of the Northeast Quarter of Section 20, from which the center North 1/16 corner of said Section 20 bears North 88°22'59" West a distance of 594.52 feet; thence leaving said South line

North 00°00'18" West a distance of 190.18 feet; thence

South 70°32'04" East a distance of 450.00 feet; thence

South 03°27'52" East to a point on the centerline of Airport Road a distance of 447.01 feet; thence along said centerline the following four (4) courses:

South 58°15'01" West a distance of 11.42 feet, from a tangent which bears South 58°14'53" West, along a curve to the right with a radius of 287.81 feet and a central angle of 20°55'57" an arc length of 105.15 feet (with a chord bearing of South 68°42'52" West, and a chord distance of 104.57 feet); from a tangent which bears South 79°10'26" West, along a curve to the right with a radius of 287.94 feet and a central angle of 42°49'35" an arc length of 215.22 feet (with a chord bearing North 79°24'47" West, and a chord distance of 210.25 feet); thence North 58°00'00" West a distance of 162.06 feet; thence leaving said centerline North 00°00'18" West a distance of 325.43 feet to the Point of Beginning.



Canyon County

Development Services Department

111 North 11th Ave., Suite 310, Caldwell, ID 83605

Phone 454-7458 Fax 454-6633

www.canyoncounty.id.gov/dsd

Tracking Number:

PI2023-0173

Office Visit Date:

8/28/2023

Parcel Inquiry/Research Summary

Site Address: 7218 AIRPORT RD
Nampa ID 83687

Assessor Account #: 30550012 0

Property Owner: CLEGG JAMES D

NAMPA ID 83687

Person Inquiring: CLEGG JAMES AND MARY

Phone Number:

Section:	City Impact Area:	
Township:	Flood Zone:	
Range:	Subdivision:	
1/4 Sec:	Lot:	Staff Member:
Acres: 5.37	Block:	IVAN KOWALCZYK
Zone:		

Discussion Summary

Specific Question Detail: Does R30550012 have an Admin Land Division available?

Specific Answer Detail: No, the parcel does not have an Administrative Land Division available. Any splits would have to be through a subdivision application since the original parcel has been split into 5 parcels since 1979. Parcel R30550010 was split off in 1982 (Tax 25). Parcel R30550011 was split off in 1994 (Tax 38) and an adjustment was approved in 2017 (AD2017-28). Parcels R30550101 and R30550102 were platted in 2018 as Two Clegg Subdivision. Splitting parcel R30550012 would also require a subdivision application. The parcel is zoned Rural Residential which has a 2-acre minimum lot size, so the 5.38 acres could be split into 2 parcels with a subdivision plat.

The property research information presented today by the Development Service Department (DSD) is based on the current ordinance and policies, in effect on the date of the summary, and based on your representations and information you have provided about the subject property. This information is valid only at the time of the inquiry and may change when the subject property, ordinances, or policies change. Then information becomes certain, and not subject to change, when DSD accepts an application and fees are paid. Changes to the subject property may invalidate this information.

Director/Staff:

Date: September 19, 2023

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Mason and Associates, Inc
924 3rd Street South Ste. B
Nampa, Idaho 83651

(Space Above For Recorder's Use)

**WATER USERS AGREEMENT
of the
BERNAL LANDING SUBDIVISION LOT 1 BLOCK 1 AND LOT 2 BLOCK 1
PROPERTY OWNERS**

OWNERSHIP OF THE GRAVITY IRRIGATION

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided interest in and to the use of the gravity irrigation system to be constructed. Each party shall be entitled to receive a supply of irrigation water for one residential dwelling. Lot 1 and Lot 2 Block 1 within Bernal Landing Subdivision will have the right of usage of this water source provided through Nampa & Meridian Irrigation District, water assessment 1455 D.

COST OF MAINTENANCE OF WATER SYSTEM WITHIN COMMON LOT AREAS

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the irrigation system herein described. Improvements to the gravity irrigation system shall be the responsibility of the Homeowners of Lot 1 Block 1 and Lot 2 Block 1 for maintenance and repairs within common lot areas.

UTILITY & IRRIGATION EASEMENT IS PRESENT FOR THE ACCESS AND REPAIR OF THE GRAVITY IRRIGATION SYSTEM.

There shall be an easement for the purpose of maintaining or repairing the service lines comprising the system and structures for the gravity irrigation system.

MAINTENANCE AND REPAIR OF PIPELINES

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Material used in repairs shall conform to the Nampa & Meridian District Standards and Specifications. Cost of repairing or maintaining distribution pipelines within common lots shall be born by owners of Lot 1 Block 1 and Lot 2 Block 1. Distribution lines within individually owned lots shall be the responsibility of individual lot owner(s).

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of ____% per annum together with all collection fees.

Dated this _____ day of _____, 20____

Ship Done Right, LLC owners' representative

State of Idaho)

County of _____)ss

I, The undersigned, A notary Public in and for the above named County and State, do hereby certify that on this _____ day of _____, 20____, personally appeared before me

_____ to me known to be the **current owners' representative for all Lot and Blocks of Bernal Landing Subdivision** as described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Idaho, residing at

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Mason and Associates, Inc
924 3rd Street South Ste. B
Nampa, Idaho 83651

(Space Above For Recorder's Use)

DRIVEWAY USERS AGREEMENT
of the
BERNAL LANDING SUBDIVISION LOT 1 BLOCK 1 AND LOT 2 BLOCK 1
PROPERTY OWNERS

OWNERSHIP OF THE INGRESS/EGRESS/DRIVEWAY

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided interest in and to the use of common ingress/egress/driveway that exists. Each party shall be entitled to ingrees/egress to their residential dwelling. Lot 1 and Lot 2 Block 1 within Bernal Landing Subdivision will have the right to use the common ingress/egress/driveway.

COST OF MAINTENANCE OF THE INGRESS/EGRESS

Each party hereto covenants and agrees that they shall equally share the maintenance costs of the ingress/egress access herein described. Improvements to the ingress/egress access shall be the responsibility of the Homeowners of Lot 1 Block 1 and Lot 2 Block 1 for maintenance and repairs within common lot area.

MAINTENANCE AND REPAIR OF INGRESS/EGRESS

The ingress/egress common area shall be maintained so that there will be no ruts or blockages, or other defects which may cause a safety issue, or injury, or damage to persons or property. Material used in repairs shall confirm to the Nampa Highway District Standards and Specifications. Cost of repairing or maintaining the ingress/egress easement within the shared common area shall be born by owners of Lot 1 Block 1 and Lot 2 Block 1. Repair and maintenance of non shared driveways, lanes or other areas on each property are the reesponsibility of the individually owned lots and responsibility of individual lot owner(s).

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of ____% per annum together with all collection fees.

Dated this _____ day of _____, 20__

Ship Done Right, LLC owners' representative

State of Idaho)
County of _____)ss

I, The undersigned, A notary Public in and for the above named County and State, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the **current owners' representative for all Lot and Blocks of Bernal Landing Subdivision** as described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Idaho, residing at

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BERNAL LANDING SUBDIVISION**

THIS DECLARATION is made effective as of the ___ day of _____, _____,
by SHIP DONE RIGHT, an Idaho limited liability company ("Declarant" or "Owner" or "Grantor").

ARTICLE I: RECITALS

1.1 Declarant is the Owner of all of the real property located in the City of Nampa Impact, County of Canyon, State of Idaho, which is more particularly described on the Final Plat Map ("Plat") attached hereto as Exhibit A and made a part hereof ("Property"). Declarant desires to establish this Declaration on the Property which will contain residential dwelling units thereon.

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

2.1 Grantor hereby declares that the Property; and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

- A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;
- B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,
- C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City.

ARTICLE III: DEFINITIONS

3.2 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

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

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

3.5 "Association Rules" shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of an Association.

3.7 "Building Lot" shall mean a lot shown on the Plat upon which Improvements may be constructed. For voting and membership purposes herein, "Building Lot" shall mean each single-family residential Building Lot. Building Lot shall not include Common Area.

3.8 "Bylaws" shall mean the Bylaws of the Association.

3.9 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways.

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

Commented [DG1]: My understanding is that you do not want to impose regular HOA fees. Please confirm. If so, we will need to remove the Regular Assessments provisions highlighted throughout this document.

Commented [WM2R1]: That is correct. No regular HOA fees are desired.

3.11 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.12 "Bernal Landing Subdivision" shall mean the Property.

3.13 "Grantor" shall mean SHIP DONE RIGHT, an Idaho limited liability company, and its successors in interest, or affiliates of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. An "affiliate" shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.

3.14 "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 Property, 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, and fixtures of any kind whatsoever.

3.15 "Landscape Easements" shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 12.7 of this Declaration.

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

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

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

3.19 "Person" shall mean any individual, partnership, corporation, or other legal entity.

3.20 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Canyon County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.21 "Property" shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental

Declaration or otherwise. The Property also may include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

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

3.24 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

3.25 "Tract" shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Tract by this Declaration or a recorded Supplemental Declaration. Each Tract shall contain one or more Building Lots, and may be managed to the extent permitted herein.

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

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 **Structures - Generally.** All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by owners of lot 1 block 1 and lot 2 block 2.

4.5 **Signs.** No sign of any kind shall be displayed to the public view without the approval of the owner of lot 1 block 1 and lot 2 block 2, and the County if otherwise so required, except:

- A. such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots;

- B. temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

4.6 **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or shared Easements, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants.

4.8 **Drainage.** There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by owner of lot 1 block 1 and lot 2 block 1. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area or Shared Easements over any Building Lot in the Property.

4.10 **Water Supply Systems.** Individual water supply systems, shall be permitted on any Building Lot if such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board of all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.11 **No Hazardous Activities.** No activities shall be conducted on the Property, and improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.12 **Unsightly Articles.** No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the owner of lot 1 block 1 and lot 2 block 1.

4.13 **No Temporary Structures.** No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) month unless approved by owner of lot 1 block 1 and lot 2 block 1.

4.21 **Exemption of Grantor.** Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to

complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Development. Grantor need not seek or obtain Architectural Committee approval of any improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Nampa County Recorder.

4.22 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in Bernal Landing Subdivision to the City of Nampa, the County of Canyon, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.23 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association.

ARTICLE V: BERNAL LANDING HOMEOWNERS ASSOCIATION

5.1 Organization of Bernal Landing Homeowners Association. Bernal Landing Homeowners Association ("Association") shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than

one membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot, or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

Commented [DG3]: The default CC&Rs we use include Class A and Class B voting members. Please review and confirm whether you would like to keep this structure. We can change the number of votes of Class B members as well.

Commented [WM4R3]: I believe this is good to leave in.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the building lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such Owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be

done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

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

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other. purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and,

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements, and rights-of-way is hereby expressly Reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are being as of the date hereof.

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

5.5.2.1 Operation and Maintenance of the Common Area.

Operate, maintain, and otherwise manage, or provide for the operation, maintenance, repair, replacement and management of the Common Area(s) and Improvements located thereon.

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

5.5.2.3 Maintenance of Berms Retaining Walls and Fences.

Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Subdivision, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax-exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

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

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

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

5.5.2.6.5 The Association shall be deemed trustee of the interests of all Owners in connection

with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

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

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

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

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

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Canyon County Recorder, as more fully provided herein.

5.5.2.11 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Nampa consents to such waiver.

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

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area/Common Easement, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

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

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

6.1.5 The right of the Association to protect wildlife habitat.

6.3 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.4 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

6.5 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and

several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ASSESSMENTS

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

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

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

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

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

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Operating Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Hesse Acres Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments

shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots in the applicable Tract attributable to the Owner by the total number of Building Lots in such Tract.

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot in a particular Tract of the development, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for that Tract of the development. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Hesse Acres Subdivision during the development of each Tract. After two (2) years from the date of the first sale of a Building Lot in a particular Tract, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the respective Tract. This reduced assessment is in return for the Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of an Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or

written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

7.4 **Limited Assessments.** Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for Hesse Acres Subdivision.

7.5 **Uniform Rate of Assessment.** Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 **Assessment Period.** Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

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

7.8 **Estoppel Certificate.** The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot.

Reliance on such Certificate may not extend to any default as to which the Signor shall have had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

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

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Canyon County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall

cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

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

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

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

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

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

ARTICLE XII: EASEMENTS

12.1 **Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwilful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the wilful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 **Easements of Access.** All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a building Lot of Common Area.

12.3 **Drainage and Utility Easements.** Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to the Property until close of escrow for the sale of the last Building lot in the Property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Hesse Acres Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas

subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

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

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

12.5 Driveway Easements. Whenever a driveway is installed within the Property (which in whole or in part lies upon a Building Lot owned) by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway Building Lot shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

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

12.7 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway

improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Sewer Covenants and Restrictions. All Lots within Hesse Acres Subdivision shall be subject to and restricted by the following covenants and restrictions:

12.11.1 A monthly sewer charge must be paid after connecting to the Nampa City public sewer system, according to the ordinances and laws of Nampa City.

12.11.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected the City's sewage system and building sewer is constructed or installed on or with Owner's Lot.

12.11.3 The Grantor of this subdivision shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

12.12 **Specific Landscape Easement.** Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

ARTICLE XIII: MISCELLANEOUS

13.1 **Term.** The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2048, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Canyon County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Nampa and Nampa Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

13.2 **Amendment.**

13.2.1 By Grantor. Except as provided in Section 13.3 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

13.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIII, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Canyon County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for

or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

13.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots shall remain subject to this Declaration, as amended.

13.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

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

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

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

13.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

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

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

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

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

IN WITNESS WHEREOF, J&J HESS, LLC, the Declarant has executed this Declaration effective as of the date first set forth above.

J&J Hess, LLC, an Idaho Limited Liability Company

By: _____
Grantor

STATE OF IDAHO)
) ss.
County of Canyon)

On this ____ day of _____, _____, before me the undersigned personally appeared Jerry M. Hesse to be member or manager of J&J Hess, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company and acknowledge to me that such 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.

NOTARY PUBLIC FOR _____
Residing at _____
My Commission Expires _____

Exhibit A

Hesse Acres Subdivision Final Plat Map

Canyon County Development Services

111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Divsn Email: buildinginfo@canyoncounty.id.gov **Planning Divsn Email:** zoninginfo@canyoncounty.id.gov

Receipt Number: 87622

Date: 2/25/2026

Date Created: 2/25/2026

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Shaunta M Bernal

Comments: SD2026-0003

Site Address: 7218 AIRPORT RD, Nampa ID 83687 / Parcel Number: 30550012 0

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Notification - Public Hearing Level Cases (2 Hearings)	SD2026-0003	\$600.00	\$0.00	\$0.00
Planning - Case Mapping (Fee Per Case Set)	SD2026-0003	\$50.00	\$0.00	\$0.00
Planning - Short Plat - (No Improvements Required)	SD2026-0003	\$1,000.00	\$0.00	\$0.00
Planning - Short Plat Engineering Fee - When No Improvements are Required	SD2026-0003	\$600.00	\$0.00	\$0.00
Planning - Short Plat Engineering Fee - Per Lot Fee	SD2026-0003	\$40.00	\$0.00	\$0.00

Sub Total: \$2,290.00

Sales Tax: \$0.00

Total Charges: \$2,290.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	95	\$2,290.00

Total Payments: \$2,290.00

ADJUSTMENTS

Receipt Balance: \$0.00