



PLAT RECORDING SHEET

Digital Plat Image Available in Separate System

BOOK

PAGE

Thru

SURVEYOR

SUBDIVISION NAME

OWNERS

AT THE REQUEST OF

COMMENTS

BK 119 Pg 18492

Legend:

- ⊕ FOUND ALUMINUM CAP MONUMENT, AS NOTED
- ⊙ FOUND BRASS CAP MONUMENT, AS NOTED
- ⊕ FOUND 1-1/4" COPPER DISC "PLS 13550"
- ⊙ SET 5/8"x24" REBAR WITH PLASTIC CAP, MSF 13550
- SET 1/2"x24" REBAR WITH PLASTIC CAP, MSF 13550
- ⊕ SET 1-1/4" COPPER DISC W/MAGNET "PLS 13550"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- # LOT NUMBER

Final Plat for Charlesworth Subdivision No. 2

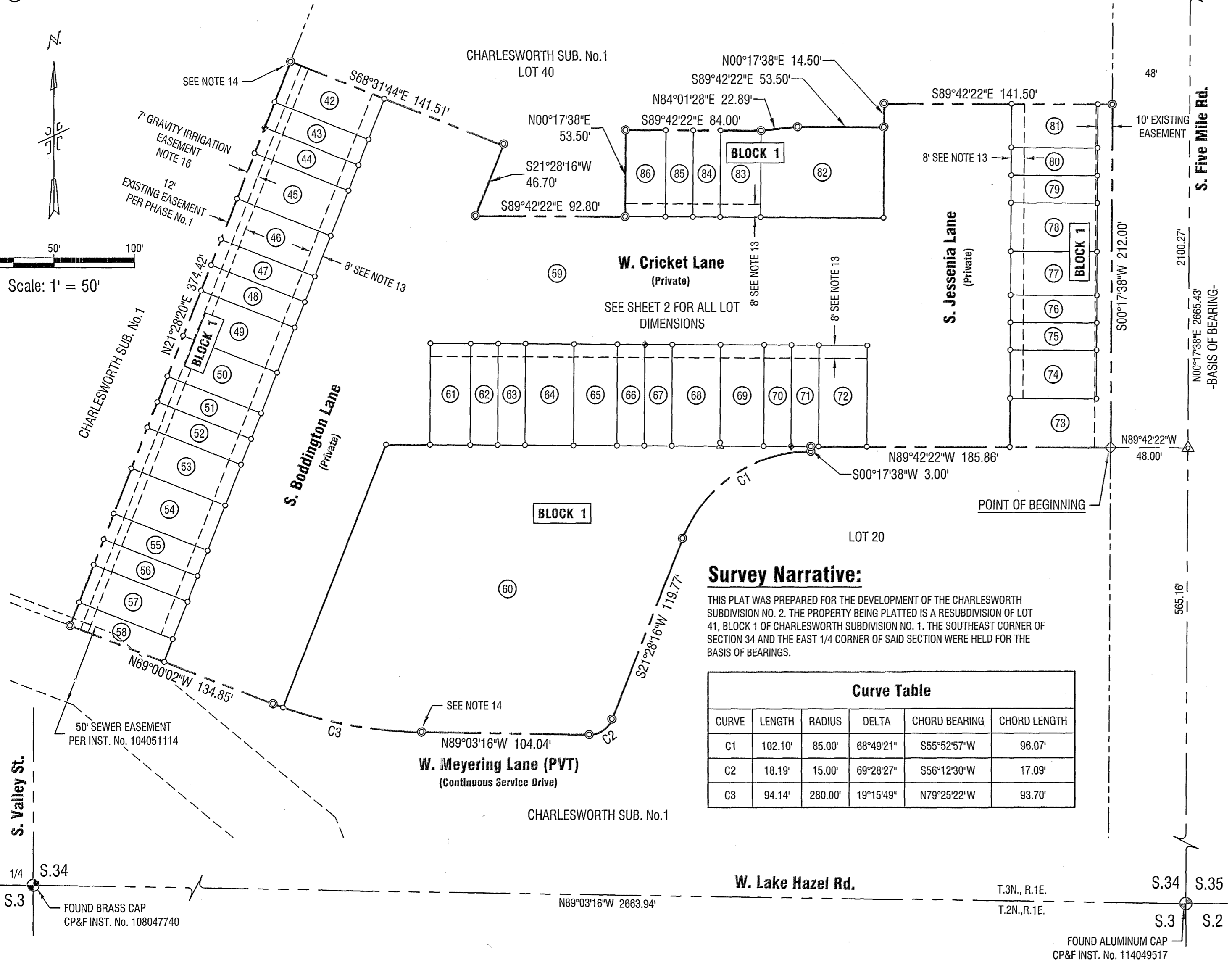
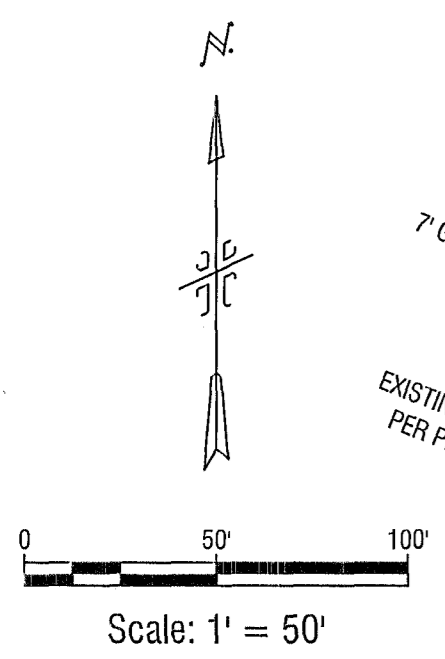
Being a Re-Subdivision of
Lot 41, Block 1 of Charlesworth Subdivision No.1
Located in a portion of the SE 1/4 of the SE 1/4 of Section 34,
Township 3 North, Range 1 East, Boise Meridian
Ada County
2020

Notes:

1. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT, UNLESS DIMENSIONED OTHERWISE. SAID DRAINAGE AND PRESSURE IRRIGATION EASEMENTS ARE RESERVED FOR THE CHARLESWORTH TOWNHOME OWNERS' ASSOCIATION, INC.
2. LOTS 58, 60, 73 AND 82, BLOCK 1; ARE DESIGNATED AS COMMON LOTS AND WILL BE OWNED AND MAINTAINED BY THE CHARLESWORTH TOWNHOME OWNERS' ASSOCIATION, INC. THESE LOTS SHALL HAVE A BLANKET PUBLIC UTILITIES, DRAINAGE AND PRESSURE IRRIGATION EASEMENT OVER THE ENTIRETY OF THE LOT.
3. LOT 59, BLOCK 1; IS DESIGNATED AS A COMMON LOT AND WILL BE OWNED BY THE CHARLESWORTH TOWNHOME OWNERS' ASSOCIATION, INC. THIS LOT HAS A BLANKET PUBLIC UTILITIES, DRAINAGE, PRESSURE IRRIGATION, BOISE CITY SANITARY SEWER EASEMENT, AND CROSS ACCESS IN FAVOR OF ALL LOTS WITHIN THIS SUBDIVISION. MAINTENANCE OF LOT 59, BLOCK 1; IS THE RESPONSIBILITY OF THE CHARLESWORTH TOWNHOME OWNERS' ASSOCIATION, INC. AND IS MORE DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS AMENDED FROM TIME TO TIME, FOR CHARLESWORTH SUBDIVISION No. 2.
4. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
5. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT, OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
6. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805 (1)(b), THE OWNER OF THIS SUBDIVISION HAS PROVIDED AN UNDERGROUND IRRIGATION SYSTEM WHICH WILL BE OWNED AND OPERATED BY THE CHARLESWORTH TOWNHOME OWNERS' ASSOCIATION, INC. ALL RESIDENTIAL LOTS AND COMMON AREA LOTS WILL BE PROVIDED WITH PRESSURIZED IRRIGATION SERVICE AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE BOISE-KUNA IRRIGATION DISTRICT FOR SAID IRRIGATION WATER.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESWORTH SUBDIVISION (TOWNHOME RESIDENCES), INSTRUMENT No. _____, OR AS AMENDED. THE CHARLESWORTH TOWNHOME OWNER'S ASSOCIATION, INC., CANNOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF BOISE OR ADA COUNTY.
9. THIS SUBDIVISION IS SUBJECT TO A LICENSE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT (ACHD) AS RECORDED IN INSTRUMENT No. 2020-065112, RECORDS OF ADA COUNTY, IDAHO.
10. THIS SUBDIVISION IS SUBJECT TO AN EXISTING SEWER EASEMENT AS RECORDED IN INSTRUMENT No. 104051114, RECORDS OF ADA COUNTY, IDAHO.
11. THIS SUBDIVISION IS SUBJECT TO A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF ADA AND T.J.W. LLC, AND ALL SUBSEQUENT MODIFICATIONS AS RECORDED IN INSTRUMENT No. 2019-066737, RECORDS OF ADA COUNTY, IDAHO.
12. FOR ADDITIONAL BOUNDARY INFORMATION, SEE RECORD OF SURVEY No's., INCLUDED IN REFERENCED SURVEY TABLE:
13. ALL FRONT LOT LINES COMMON TO LOT 59, BLOCK 1, HAVE AN EIGHT (8) FOOT WIDE PERMANENT PUBLIC UTILITY EASEMENT.
14. ALL EXTERIOR BOUNDARY POINTS ARE FOUND 1/2" REBAR, PLS 13550. REPLACED WITH 5/8" X 24" REBAR, PLS 13550 (TYPICAL).
15. DIRECT LOT ACCESS TO S. FIVE MILE RD. AND W. LAKE HAZEL RD. IS PROHIBITED EXCEPT AS APPROVED BY ACHD AND THE CITY OF BOISE OR ADA COUNTY.
16. GRAVITY IRRIGATION IS SUBJECT TO AN EASEMENT TO THE BOISE PROJECT BOARD OF CONTROLS AS SHOWN FOR MAINTENANCE OF AN IRRIGATION CANAL.
17. THE EXTERIOR SUBDIVISION BOUNDARY IS SUBJECT TO EXISTING PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT, AS SHOWN AND DIMENSIONED. SAID DRAINAGE AND IRRIGATION EASEMENTS ARE ALSO HEREBY RESERVED FOR THE CHARLESWORTH TOWNHOME OWNERS' ASSOCIATION, INC

Referenced Survey Table:

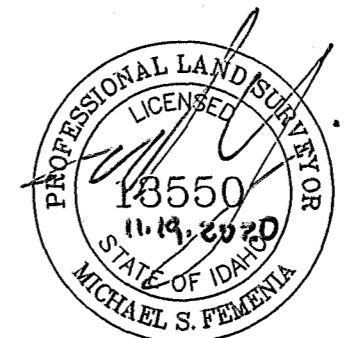
- R1. RECORD OF SURVEY NO. 8179, INSTRUMENT No. 108001743, RECORDS OF ADA COUNTY.
- R2. RECORD OF SURVEY NO. 7614, INSTRUMENT No. 106165934 RECORDS OF ADA COUNTY.
- R2. RECORD OF SURVEY NO. 8706, INSTRUMENT No. 109142178 RECORDS OF ADA COUNTY.
- R4. PLAT OF HAZELWOOD SUBDIVISION No. 4, BOOK 92, PAGE 11008, INSTRUMENT No. 105099630, RECORDS OF ADA COUNTY.
- R5. PLAT OF HAZELWOOD SUBDIVISION No. 5, BOOK 94, PAGE 11355, INSTRUMENT No. 105191919, RECORDS OF ADA COUNTY.
- R6. PLAT OF CHARLESWORTH SUBDIVISION No.1, BOOK ____, PAGE ____, INSTRUMENT No. 2020-_____



Survey Narrative:

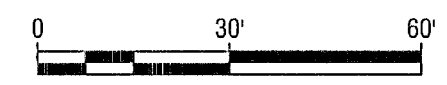
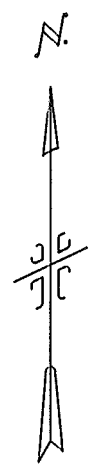
THIS PLAT WAS PREPARED FOR THE DEVELOPMENT OF THE CHARLESWORTH SUBDIVISION NO. 2. THE PROPERTY BEING PLATTED IS A RESUBDIVISION OF LOT 41, BLOCK 1 OF CHARLESWORTH SUBDIVISION NO. 1. THE SOUTHEAST CORNER OF SECTION 34 AND THE EAST 1/4 CORNER OF SAID SECTION WERE HELD FOR THE BASIS OF BEARINGS.

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	102.10'	85.00'	68°49'21"	S55°52'57"W	96.07'
C2	18.19'	15.00'	69°28'27"	S56°12'30"W	17.09'
C3	94.14'	280.00'	19°15'49"	N79°25'22"W	93.70'

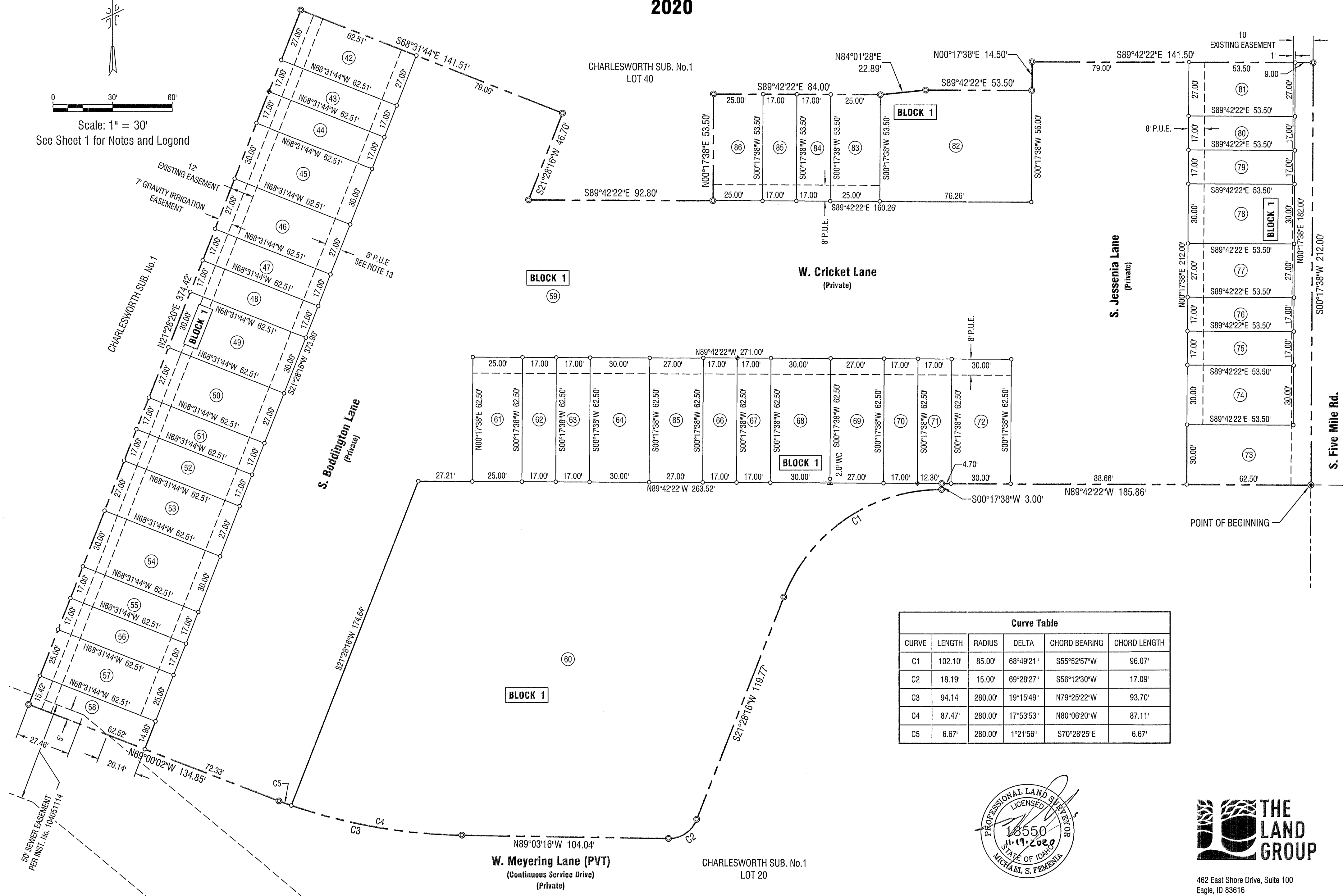


462 East Shore Drive, Suite 100
Eagle, ID 83616

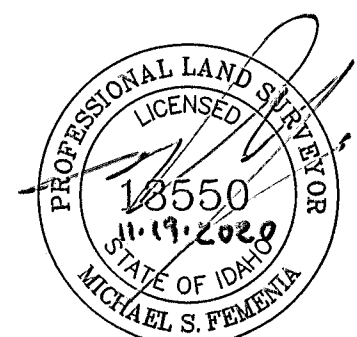
Final Plat for Charlesworth Subdivision No. 2 2020



Scale: 1" = 30'
See Sheet 1 for Notes and Legend



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	102.10'	85.00'	68°49'21"	S55°52'57"W	96.07'
C2	18.19'	15.00'	69°28'27"	S56°12'30"W	17.09'
C3	94.14'	280.00'	19°15'49"	N79°25'22"W	93.70'
C4	87.47'	280.00'	17°53'53"	N80°06'20"W	87.11'
C5	6.67'	280.00'	1°21'56"	S70°28'25"E	6.67'



462 East Shore Drive, Suite 100
Eagle, ID 83616

Final Plat for Charlesworth Subdivision No. 2 2020

Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A RE-SUBDIVISION OF LOT 41, BLOCK 1 OF CHARLESWORTH SUBDIVISION No. 1, SITUATE IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, MARKED BY AN ALUMINUM CAP MONUMENT; THENCE ON THE EAST SECTION LINE OF SAID SECTION 34, NORTH 00°17'38" EAST, 565.16 FEET; THENCE LEAVING SAID EAST SECTION LINE, NORTH 89° 42' 22" WEST, 48.00 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 89° 42' 22" WEST, 185.86 FEET;
THENCE SOUTH 00° 17' 38" WEST, 3.00 FEET TO A POINT OF CURVATURE;
THENCE 102.10 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 68° 49' 21", AND WHOSE LONG CHORD BEARS SOUTH 55° 52' 57" WEST, 96.07 FEET;
THENCE SOUTH 21° 28' 16" WEST, 119.77 FEET TO A POINT OF CURVATURE;
THENCE 18.19 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 69° 28' 27", AND WHOSE LONG CHORD BEARS SOUTH 56° 12' 30" WEST, 17.09 FEET;
THENCE NORTH 89° 03' 16" WEST, 104.04 FEET TO A POINT OF CURVATURE;
THENCE 94.14 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 19° 15' 49", AND WHOSE LONG CHORD BEARS NORTH 79° 25' 22" WEST, 93.70 FEET;
THENCE NORTH 69° 00' 02" WEST, 134.85 FEET;
THENCE NORTH 21° 28' 20" EAST, 374.42 FEET;
THENCE SOUTH 68° 31' 44" EAST, 141.51 FEET;
THENCE SOUTH 21° 28' 16" WEST, 46.70 FEET;
THENCE SOUTH 89° 42' 22" EAST, 92.80 FEET;
THENCE NORTH 00° 17' 38" EAST, 53.50 FEET;
THENCE SOUTH 89° 42' 22" EAST, 84.00 FEET;
THENCE NORTH 84° 01' 28" EAST, 22.89 FEET;
THENCE SOUTH 89° 42' 22" EAST, 53.50 FEET;
THENCE NORTH 00° 17' 38" EAST, 14.50 FEET;
THENCE SOUTH 89° 42' 22" EAST, 141.50 FEET;
THENCE SOUTH 00° 17' 38" WEST, 212.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL LAND AREA OF THE SUBJECT PARCEL IS 3.86 ACRES±.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE EASEMENTS AND PRIVATE ROADS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM SUEZ WATER IDAHO, INC., WHICH HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

CHARLESWORTH PROPERTIES, LLC., AN IDAHO CORPORATION


BY: MITCHELL S. ARMUTH, AUTHORIZED AGENT

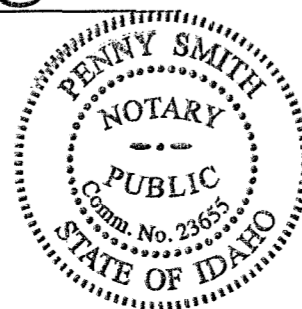
Acknowledgment

STATE OF IDAHO)
) SS
COUNTY OF ADA)

ON THIS 9th DAY OF November, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MITCHELL S. ARMUTH, KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED AGENT OF CHARLESWORTH PROPERTIES, LLC, A LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

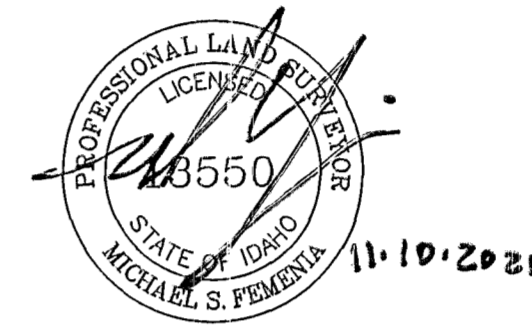

NOTARY PUBLIC FOR STATE OF IDAHO



RESIDING AT: Meridian
MY COMMISSION EXPIRES: 2-16-2025

Certificate of Surveyor

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

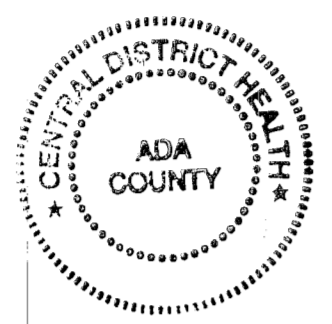


462 East Shore Drive, Suite 100
Eagle, ID 83616

Final Plat for Charlesworth Subdivision No. 2 2020

Approval of Central District Health

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



Lori Paul
CENTRAL DISTRICT HEALTH
PEHS 5.27.2020

Certificate of County Surveyor

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

Del P. Meyer
COUNTY SURVEYOR

PLS 13553

DATE 10 November 2020



Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS

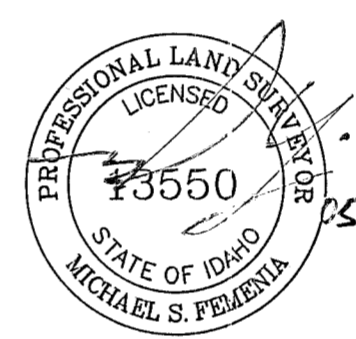
ON THE 19 DAY OF June 2020



Bruce S. Wong
PRESIDENT
Signed by Bruce S. Wong, Director for President

Certificate of Surveyor

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



13550
11.20.2020

Approval of the City Engineer

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS HAVE BEEN SATISFIED FOR "CHARLESWORTH SUBDIVISION No. 2".

Ann J. Pugh
CITY ENGINEER
PE# 11185
10.19.2020

Certificate of the County Treasurer

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

11.19.2020
DATE

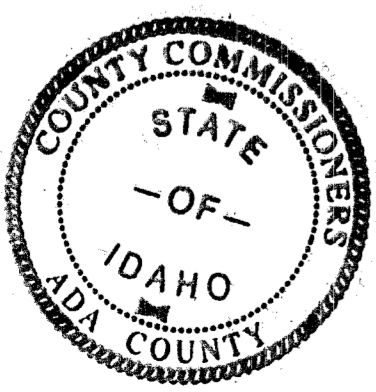


Elizabeth Mahn
COUNTY TREASURER
Signed by Deputy: *Elwandra Wyatt*



Approval of Ada County Commissioners

ACCEPTED AND APPROVED THIS 18th DAY OF November, 2020 BY COMMISSIONERS OF ADA COUNTY, IDAHO, IN A REGULAR MEETING.



Kenya
CHAIRMAN
ADA COUNTY COMMISSIONER

County Recorder's Certificate

STATE OF IDAHO)
) SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE LAND GROUP, INC.

AT 21 MINUTES PAST 2 O'CLOCK P.M., ON THIS 21st DAY OF NOV, 2020, IN

BOOK 119 OF PLATS AT PAGES 1842 THROUGH 1845 INSTRUMENT NO. 2020-15964

Phil McGerane
DEPUTY

FEE: \$21.00

Phil McGerane
EX-OFFICIO RECORDER



462 East Shore Drive, Suite 100
Eagle, ID 83616

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

ACCOMMODATION

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=30 DAN RYALLS
PIONEER TITLE COMPANY OF ADA COUNTY

2021-017334
02/02/2021 08:10 AM
\$97.00

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CHARLESWORTH SUBDIVISION**

(TOWNHOME RESIDENCES)

JANUARY 22, 2021

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE CHARLESWORTH SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS.

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHARLESWORTH SUBDIVISION**

(Townhome Residences)

This Declaration of Covenants, Conditions and Restrictions for Charlesworth Subdivision (this "Declaration") is made effective this 12th day of January, 2021, by Charlesworth Properties, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSES

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

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

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

ARTICLE II: DECLARATION

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

ARTICLE III: ADDITIONAL DEFINITIONS

Section 1. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 2. "Association" shall mean the Charlesworth Townhome Owners' Association, Inc., its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Common Lots" shall mean all real property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners, including, without limitation, the Private Lanes. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

Section 5. "Declarant" shall mean Charlesworth Properties, LLC, an Idaho limited liability company, or its designated successors and/or assigns.

Section 6. "Dwelling Unit" shall mean each single-family, attached townhome and corresponding garage constructed on each Lot.

Section 7. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, irrigation systems, walls, hedges, plantings, trees, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

Section 8. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, or such Owner's Occupants, equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs, whether or not suit has been filed, for any corrective action taken by the Association or fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner, or his or her Occupants, or any other agent, contractor or employee thereof. Such costs, expenses and fines shall include, without limitation, damage to the Common Lots (including Private Lanes), as well as the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

Section 9. "Lot" shall mean any lot shown on the Plat (or any other plat of the Property) with the exception of the Common Lots.

Section 10. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 11. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 12. "Occupant" shall mean 1) any occupant, guest, family member, invitee, licensee and/or tenant of an Owner or the Association, and 2) any occupant, guest, family member, invitee, and/or licensee of an Occupant.

Section 13. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 15. "Plat" shall mean the Charlesworth Subdivision No. 2 final plat, filed in Book 119 of Plats, at Pages 18492 through 18495, official records of Ada County, Idaho (a copy of which is attached hereto as Exhibit D and made a part hereof), as it may be amended from time to time.

Section 16. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article V.

Section 17. "Private Lanes" shall collectively mean S. Boddington Lane, W. Cricket Lane and S. Jessenia Lane, all of which are located on Common Lot 59, Block 1, as shown on the Plat.

Section 18. "Property" shall mean that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 19. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots (including the Private Lanes), Pressurized Irrigation System, all exterior Improvements pursuant to Article IV, Section 5, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration. Regular Assessments shall also include reasonable operating and capital improvement reserves held by the Association for its future use in conducting all its duties and obligations contained in this Declaration.

Section 20. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and easements that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 21. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

ARTICLE IV: USES AND REGULATION OF USES

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

By accepting a deed to any portion of the Property, each Owner hereby covenants to abide by all terms and Restrictions contained in this Declaration, any supplemental declaration, the Plat (or any other plat of the Property), and any rules or regulations adopted by the Board.

Section 2. Common Lots. The Association shall own and be responsible for the

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

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

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

Section 3. Private Lanes. The Private Lanes are located on Common Lot 59, Block 1, as shown on the Plat. Accordingly, the Association shall own and be responsible for the maintenance, repair and replacement of the Private Lanes including any and all roadway and other Improvements located thereon. The Association shall maintain the Private Lanes in a competent and attractive manner, including snow removal. Nothing shall be altered or constructed in or removed from the Private Lanes except upon written consent of the Board and in accordance with procedures required herein and by law.

There is hereby reserved for the use and benefit of Declarant, and granted for the use and benefit of each Lot, and for the use and benefit of each Lot Owner and such Owner's Occupant(s), and their respective successors and assigns, incidental to the use and enjoyment of the Lots, a perpetual, non-exclusive easement to enter on, over, across and through the Private Lanes, the scope and purposes of which are for 1) ingress to, and egress from, the Lots, 2) parking in designated parking spaces only, and 3) the construction, operation, maintenance, repair and/or replacement of public utilities and drainage systems. This easement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest.

It is expressly understood and agreed that the easement herein created shall be absolute and non-exclusive subject to the Restrictions contained in this Declaration and the right of the Board to impose such rules, regulations and restrictions, as may be necessary, required or convenient to assure the privacy, safety, security and well-being of each Lot and the Lot Owners and Occupants within the Property, provided, however, that such shall not deprive or unreasonably restrict any of such Owner's or Occupant's right to have access to and from the Private Lanes and/or his/her/its Lot.

Section 4. Home Occupations. Home occupations are prohibited.

Section 5. Exterior Improvements, Uniform Appearance and Emergency Maintenance. No Owner or Occupant shall install, place or remove any item or construct or remove any exterior Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Board. In order to preserve a uniform exterior appearance of the Lots and Dwelling Units, the Association (subject to all other provisions contained in this Declaration) shall provide exterior maintenance and repair for standard wear and tear, upon each Lot and Dwelling Unit, including repair, replacement, and care for all fences, roofs, gutters, down spouts, exterior Dwelling Unit surfaces (siding, stucco, painting, etc.), trees, shrubs, grass, lawns, uniform landscape lighting provided by Declarant, uniform light posts provided by Declarant, exterior pest control and all other landscaping and all other exterior Improvements.

The cost of all the aforementioned maintenance, repair or replacement by the Association shall be paid by all Owners in the form of Assessments. Each Owner acknowledges and agrees to pay all Assessments therefore (Regular, Special and Limited) and each Owner acknowledges that certain Dwelling Unit exteriors and other Improvements will require more maintenance than others due to weather, location, and other extraneous factors. In the event that any such maintenance or repair is caused by the willful or negligent acts of an Owner or his/her Occupants, the cost of such exterior maintenance, repair or replacement shall be treated as a Limited Assessment and charged only to said Owner. In the event that any such maintenance or repair is caused by fire, theft, or acts of God and/or other loss or damage covered by an Owner's homeowners insurance, then the cost of such exterior maintenance or repair shall be the responsibility of said Owner.

Notwithstanding the foregoing, the Association reserves the right to withhold any of the aforementioned maintenance, repair and/or replacements for any Lot or Dwelling Unit exterior until such time as the Owner of such Lot has paid all Assessments associated with such Lot. In addition, each Owner shall be responsible for maintaining, repairing, replacing and caring for his or her balconies, windows, window framing, glass, doors and lights (other than uniform landscape lighting and uniform light posts) located on said Owner's Lot, and for electrical and mechanical door bells, knockers and other such devices located on such Owner's Lot and for any and all maintenance required for his or her Dwelling Unit interior, including, without limitation, maintaining, repairing, replacing and caring for common wall interiors, electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, whether built-in or freestanding, air conditioning, heating, sewage disposal and interior fire protection systems, if any, and all amenities and hardware located within the interior of his or her Dwelling Units. **In the event any Owner does not properly maintain, repair and/or replace any exterior item specified above, as determined by the Board in its sole discretion, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount as determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.**

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners or Occupants, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot and/or Dwelling Unit to make repairs or perform maintenance. Such entry shall be repaired by the Board using Regular Assessments if the entry was due to an emergency (unless the emergency was

caused by an Owner, or his/her Occupants, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner).

Changes to 1) Dwelling Unit exterior colors, 2) roof type or color or 3) any other color, design or material to any other uniform exterior Improvement located on the Property and originally constructed/provided by Declarant shall require the consent of Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members.

Finally, all Owners and their Occupants must cooperate at all times with the Association during its operation, maintenance, repair and/or replacement duties contained within this Declaration. Failure to cooperate shall be grounds for the Association to deny any such non-cooperating Owner the right to receive such operation, maintenance, repair and/or replacement activities.

Section 6. Dwelling Unit Leasing Activities. In order to develop and maintain consistent Occupants and rents through-out the Property, all Dwelling Unit leasing activities, including, without limitation, Dwelling Unit showings, leasing, rent collections, evictions, etc., regardless of the Owners of the Dwelling Units, shall be conducted by one residential leasing property management company chosen by the Association. The Association shall enter into a contract with such residential leasing property management company with a term no greater than two years and with appropriate provisions whereby the Association can terminate the contract at any time for cause.

Such residential leasing property management company shall make all Occupants aware of, and abide by, all of the terms and Restrictions contained herein, including, without limitation, a covenant in each lease whereby all tenants agree and acknowledge that they have received copies of this Declaration and any rules or regulations adopted by the Board, and that they will abide by all terms and Restrictions contained therein.

Each Owner, by accepting a deed to any portion of the Property, agrees to abide by this Section and to execute, acknowledge and deliver to the Association or residential leasing property management company such other documents and instruments, and take such other actions, as either shall reasonably request, or as may be reasonably necessary, to consummate the intent of this Section.

Section 7. Parking/Storage. Unenclosed areas, which include the Private Lanes and all other unenclosed paved areas within the Property, are restricted to the parking of operative motor vehicles of Owners and Occupants in designated parking spaces only, provided that such vehicles are parked so as to not interfere with any other Owner's or Occupant's right of ingress and egress to his or her Lot.

The storage of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited. The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored after three (3) days' written notice, at the risk and expense of the owner thereof.

Section 8. Outbuildings/Dog Kennels, Runs and Houses. Storage and other outbuildings, as well as dog houses, kennels and runs are prohibited.

Section 9. Fences. Fencing, other than fencing provided by the Declarant if any, is prohibited.

Section 10. Exterior Lighting and Light Bulbs. All lighting (other than the uniform front porch lights, uniform landscape lights and uniform light posts provided by Declarant) shall be maintained by the Owner thereof, provided that replacements of any exterior light fixtures must be pre-approved in writing by the Board. Light bulbs shall be replaced by an Owner within seventy-two hours of failure.

Exterior lights (other than uniform front porch lights provided by Declarant) are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

Section 11. Antennas and Satellite Dishes. The location, size and all other attributes of any antennae and/or satellite or other dishes to be located on the Property shall be pre-approved in writing by the Board and shall be placed or mounted in such a way as to minimize the visual impact to all other portions of the Property.

Section 12. Compliance With Laws. No Owner or Occupant shall permit anything to be done or kept in his or her Lot or Dwelling Unit which would be in violation of any laws, rules, regulations or ordinances.

Section 13. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 14. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit or Lot, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, that this provision shall not prohibit Owners (or their Occupants if approved by such Owners) from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners or Occupants unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners and Occupants shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 15. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners or Occupants. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its Owners or Occupants, or to any other property in the vicinity thereof or to its occupants or residents. No noise, obstructions of walkways, unsightliness, or other nuisance shall be permitted to

exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its Owners or Occupants or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Board), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, equipment and barbecue equipment shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any Person or property.

Section 16. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot, Private Lanes or Common Lot which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. **Each Owner must maintain a homeowner's insurance policy on such Owner's Lot and Dwelling Unit insuring the homeowner from loss by fire, theft, and all other loss or damage.**

Section 17. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

Section 18. Drainage. All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Section 19. Sewer Connection. If and when any Lot or Common Lot is connected to the Boise City public sewer system, the following sewer connection provisions shall apply:

(a) A monthly sewer charge must be paid after connecting to Boise City public sewer system, according to the ordinances and laws of Boise City.

(b) Declarant, Owners and the Association shall submit to inspections by either the Public Works Department or the Building Department whenever a Lot or Common Lot is to be connected to Boise City's public sewer system and an Improvement is constructed or installed on or within such Lot or Common Lot.

(c) Declarant, the Association and each Owner shall and hereby does vest in Boise City the right and power to bring all actions against the Declarant, the Association and any Owner for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the overall Charlesworth Subdivision by the Boise-Kuna Irrigation District ("District") utilizing a pressurized irrigation system owned, operated and maintained by the Association ("Pressurized Irrigation System"). **The Pressurized**

Irrigation System will be used for all irrigation of the Charlesworth Subdivision. By accepting a deed to any portion of the Property, each Owner hereby agrees to pay its proportionate share of District assessments and Association Assessments associated with the ownership, operation and maintenance of the Pressurized Irrigation System. In addition, each Owner covenants and agrees to hold the Association and Declarant harmless from any and all liability for damages or injuries to themselves and/or their Occupants, caused by, or in any way associated with, the Pressurized Irrigation System.

The Association has been granted an easement on, over, across and through the Charlesworth Subdivision (including the Property) for purposes of operating and maintaining the Pressurized Irrigation System.

ARTICLE VI: MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

ARTICLE VII: INSURANCE

Section 1. Insurance. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, with an AM Best Rating of A or better, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Property insurance for the Improvements, equipment and other property located within the Common Lots with special form coverage, a replacement cost valuation provision and blanket coverage. The Association may also insure for flood or earthquake if determined by the Board.

(b) Commercial General Liability (CGL) insurance insuring the Association, as well as its agents, employees, invitees and licensees, against any liability incident to the ownership, management, maintenance and/or use of Common Lots (including Private Lanes), Pressurized Irrigation System and/or any other portion of the Property.

(c) Directors and Officers Liability (D&O) insurance insuring the Association and/or its board members and/or officers.

(d) Such other insurance or bonds to the extent necessary to comply with all applicable laws and/or as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VIII: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay a reasonable start-up and/or transfer fee assessment for use by the Association.** These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

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

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for any purpose discussed herein, including, without limitation, the operation, maintenance, repair and/or replacement of Common Lots (including Private Lanes), Pressurized Irrigation System, Dwelling Unit exteriors and Lot landscaping, as well as the operation of the Association.

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments: Due Dates. Regular Assessments provided for herein shall commence as to all Lots on the closing date of the sale of a Lot and Dwelling Unit from Declarant to an Owner. The first Regular Assessment for any Owner shall be pro-rated according to the number of days remaining in the calendar year corresponding to the Regular Assessment. The Board shall fix the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed

certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. The date of delinquency is the date which is thirty (30) days after the due date of any Assessment. Additionally, a late fee equal to ten (10%) of the overdue amount shall be added to and charged on each Assessment which is not paid by the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

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

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of the Declarant, the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and bylaws, shall have all powers and authority permitted to the Board under the Association's articles, bylaws and this Declaration, and may acquire and pay for as part of Regular Assessments, all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

- (a) Operation, maintenance and management of the Property as detailed herein.
- (b) Policies of insurance as determined by the Board; provided that, each Owner shall be responsible for his or her own homeowner's insurance. **Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.**
- (c) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.
- (d) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.
- (e) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.
- (f) Maintenance and repair of any Lot or Dwelling Unit, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect

or preserve the appearance and value of the Property, and the Owner of said Lot or Dwelling Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a Limited Assessment against the Lot and Dwelling Unit of such Owner for the cost of such maintenance or repair.

(g) Payment of any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof, which is claimed to or against the Property, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Lots responsible to the extent of their responsibility.

Notwithstanding the foregoing, the Board shall not make any non-budgeted expenditure in excess of \$3,000 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening any Owner or any portion of the Property.

Section 2. Easement. The Board and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot (including the corresponding Dwelling Unit) for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Board as provided in this Declaration.

Section 3. Inspections. The Board shall have the right to inspect any Lot Improvement and/or Dwelling Unit exterior at any reasonable time it deems appropriate.

Section 4. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, the Plat, or the Association's articles or bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 5. Limitation of Liability. Neither the Board nor Declarant shall be liable for any failure of any utility or other service to be obtained and paid for by the Board and/or Declarant, or for injury or damage to a Person or property caused by the elements, or by any Owner or other Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority.

Section 6. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorney's fees and costs),

judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant and its agents while the Declarant's agents are members of the Board.

Section 7. Rules and Regulations/Retention of Third Parties Including Declarant. The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and/or the Owners. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties (including, without limitation, Declarant and/or any of its affiliates) to operate, maintain and manage the Association, including, to perform any right, duty or obligation of the Board or Association as contained herein. In the event the Board retains the services of Declarant to perform property management or other services, the Declarant shall be entitled to reasonable compensation for such services.

ARTICLE X: ARCHITECTURAL REVIEW

Section 1. Charter of the Board. As it relates to architectural review, the Board is to represent the collective interests of all Owners, and to help Owners wishing to make minor exterior Improvements and/or alterations. The Board shall not approve exterior Improvement additions, removals or any other modifications which materially alter the uniform appearance of the Lots, Dwelling Unit exteriors or any other uniform Improvements constructed/provided by Declarant, without the consent of Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit exterior modifications, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Board and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other Dwelling Units or residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said Dwelling Units. The Board shall have the right to charge fees and/or collect deposits associated with plan review, inspections, re-inspections and any other facet of its duties and responsibilities as detailed in this Article.

Section 3. Review of Proposed Improvements. The Board shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Declarant, including the inspection of construction in progress. The Board may condition its approval of proposals upon the agreement of the Owner to an additional Assessment associated with any exterior Improvement. The

Board may require submission of additional plans or review by a professional architect. The Board may issue architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Board may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Board of all required plans, specifications, fees and/or deposits the Board may postpone its review. Decisions of the Board and the reasons therefor shall be transmitted by the Board, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after its receipt of all materials, fees and/or deposits required by the Board. If the Board has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Board.

(b) Within sixty (60) days thereafter, the Board, or its duly authorized representative, may inspect such Improvement. If the Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Board may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Board or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Board finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than ten (10) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration. In addition, the Board, in its reasonable discretion, shall have the right to impose fines, in amounts as reasonably determined by the Board, upon any Owner, and such Owner's Lot, associated with any and all violations of this Declaration, any supplemental declaration, the Plat (or any other plat of the Property) and/or any Association rules or regulations by such Owner or such Owner's Occupants. **Notwithstanding any of the foregoing, the imposition, perfection, collection and/or enforcement of any fines must also comply with any and all requirements contained in the Idaho Code.**

Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Notwithstanding the foregoing, unless the express written and recorded consent of Boise City has been obtained, this Declaration may not be amended, deleted, added to or terminated, with respect to the following: (i) any provision of this Declaration which has been required by Boise City in its approval of this Property, or which affects, recognizes, conveys and/or confers upon Boise City any easement, right or power, or requirement; (ii) any material provisions on easements, access, and/or the operation, repair, maintenance, repair and replacement of Common Lots, infrastructure and/or public works systems; and/or (iii) any dissolution or termination of the Association.

Section 4. Annexation. **As described in Article I, Section 1, additional real property consisting of additional townhome phases of the Charlesworth Subdivision may be annexed into the Property. These future annexations will be accomplished by Declarant, or any other owner of such additional phases, at its or their sole and absolute discretion, without the consent of any Person.** In addition, additional residential townhome property not currently anticipated to be a part of the remainder of the Charlesworth Subdivision may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

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

Section 6. Attorneys Fees. In the event it shall become necessary for the Declarant, the Association or any Owner to retain legal counsel to enforce any term or Restriction contained within this

Declaration, the prevailing party to any court proceeding shall be entitled to recover his/her/its reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding. **Notwithstanding any other provision contained in this Declaration, the award of attorneys' fees and costs to the Association must comply with any and all requirements contained in the Idaho Code.**

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

Section 8. Assumption of Risk; Waiver of Claims. **The Association and all Owners, for themselves and their Occupants, shall store their property in and shall occupy and use the Lots, Dwelling Units, Common Lots (including Private Lanes), Pressurized Irrigation System and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their Occupants, hereby waive any and all rights to recover claims against Declarant, and its respective members, managers, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective members, managers, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective members, managers, employees and agents, shall not be responsible or liable for damages to any Owners and/or the Association, or their respective Occupants, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.**

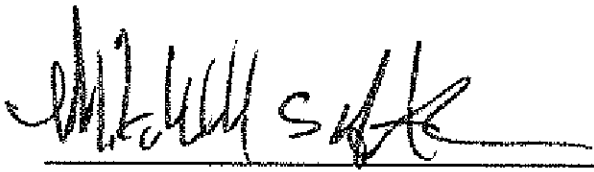
Section 9. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

[End of Text]

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

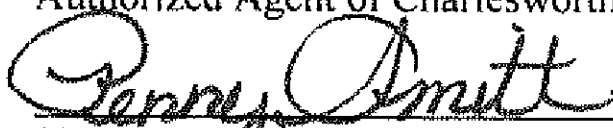
Declarant:

Charlesworth Properties, LLC,
an Idaho limited liability company

By: 
Mitchell S. Armuth, Authorized Agent

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on January 28, 2021, by Mitchell S. Armuth as an Authorized Agent of Charlesworth Properties, LLC.


Signature of Notary Public

My commission expires: 2-16-2025

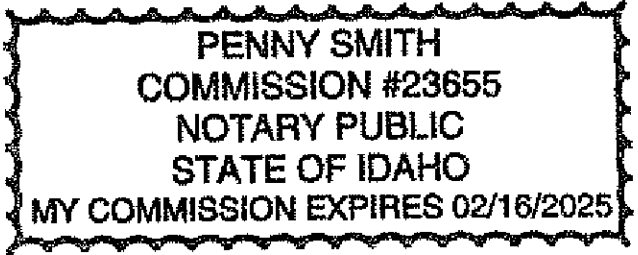
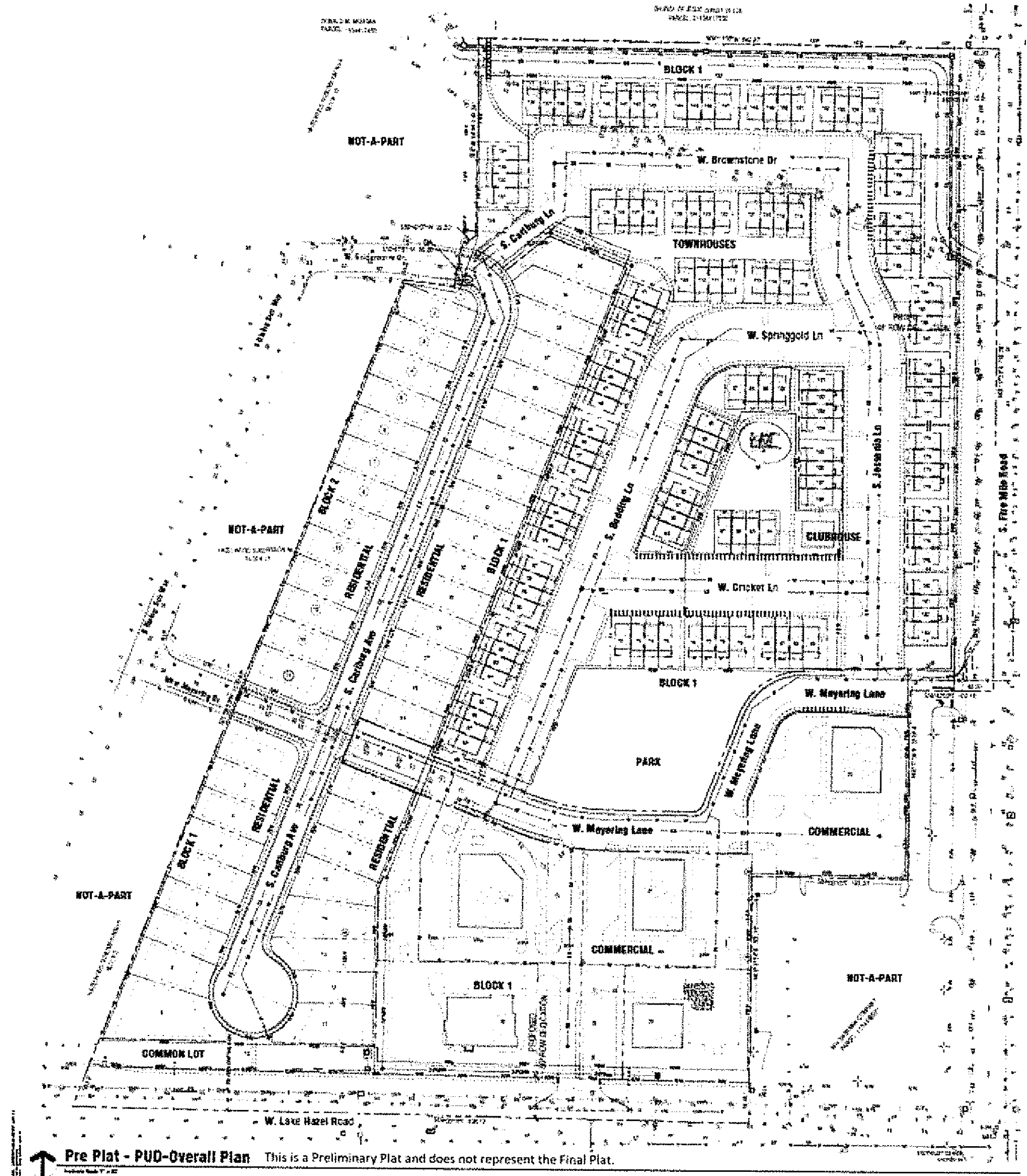


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 42 through 86, Block 1, Charlesworth Subdivision No. 2, according to the official plat thereof, filed in Book 119 of Plats at Pages 18492 through 18495, Records of Ada County, Idaho.

EXHIBIT B
OVERALL CHARLESWORTH SUBDIVISION DESCRIPTION

CHARLESWORTH SUBDIVISION
PRELIMINARY PLAT / P.U.D.



Pre Plat - PUD-Overall Plan This is a Preliminary Plat and does not represent the Final Plat.

EXHIBIT C
LEGAL DESCRIPTION OF COMMON LOTS

Lots 58, 59, 60, 73 and 82, Block 1, Charlesworth Subdivision No. 2, according to the official plat thereof, filed in Book 119 of Plats at Pages 18492 through 18495, Records of Ada County, Idaho.

EXHIBIT D
CHARLESWORTH SUBDIVISION NO. 2 FINAL PLAT

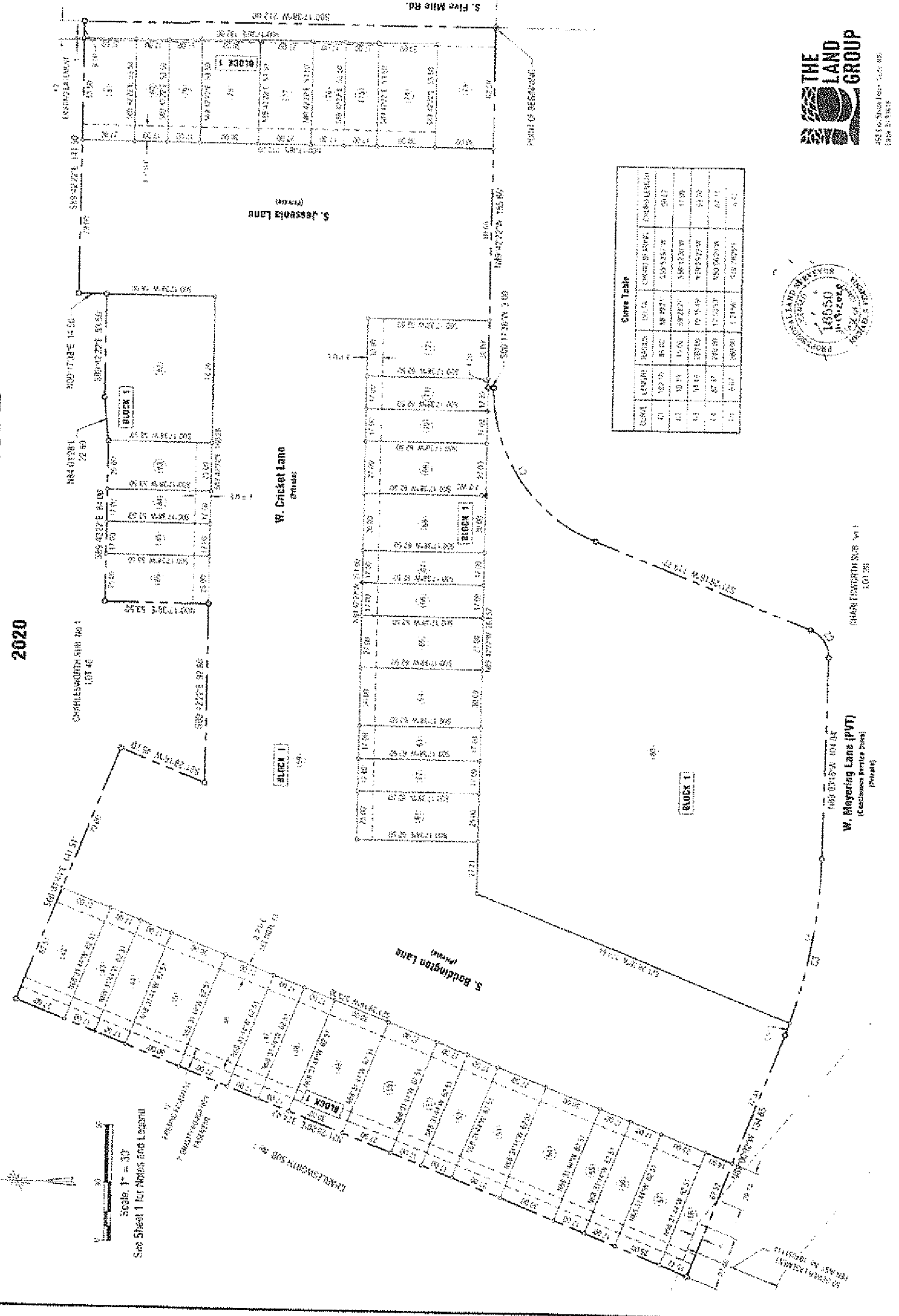
See attached.

Final Plat for Charlesworth Subdivision No. 2 2020

2020-11-14 [Signature]

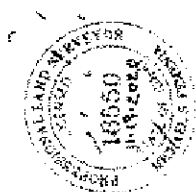


Scale: 1" = 30'
See Sheet 1 for Notes and Legend



Site Table

Block	Lot	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
BLOCK 1	1	10,000	10,000	10,000	10,000
	2	10,000	10,000	10,000	10,000
BLOCK 2	1	10,000	10,000	10,000	10,000
	2	10,000	10,000	10,000	10,000
BLOCK 3	1	10,000	10,000	10,000	10,000
	2	10,000	10,000	10,000	10,000
BLOCK 4	1	10,000	10,000	10,000	10,000
	2	10,000	10,000	10,000	10,000



THE LAND GROUP
450 East Main Street, Suite 200
Columbus, Ohio 43215

PE# 11185

Final Plat for Charlesworth Subdivision No. 2 2020

Approval of Central District Health

THE BOARD OF HEALTH HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE HEALTH AND SAFETY LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE CITY OF BOISE.



David P. Rens
CLERK
5.21.2020

Certificate of County Surveyor

I, THE COUNTY SURVEYOR, HAVE REVIEWED THE PLAT AND HAVE DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE SURVEYING LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE COUNTY OF ADA.



Robert L. King
COUNTY SURVEYOR
5.21.2020

Approval of Ada County Highway District

THE BOARD OF HIGHWAY DISTRICT COMMISSIONERS HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE HIGHWAY DISTRICT LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE DISTRICT.

10.19.2020



Bruce S. Werry
SIGNED BY BRUCE S. WERRY, DIRECTOR & PRESIDENT

Certificate of Surveyor

I, THE COUNTY SURVEYOR, HAVE REVIEWED THE PLAT AND HAVE DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE SURVEYING LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE COUNTY OF ADA.



5.21.2020

Approval of the City Engineer

THE CITY ENGINEER HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE CITY ENGINEERING LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE CITY OF BOISE.

April P. King
PE# 11185
10.19.2020

Certificate of the County Treasurer

I, THE COUNTY CLERK AND COUNTY TREASURER, HAVE REVIEWED THE PLAT AND HAVE DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE COUNTY TREASURY LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE COUNTY OF ADA.



Elizabeth Mohr
SIGNED BY BEVERLY STEINBERGER, CLERK

11.19.2020

Approval of Ada County Commissioners

THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE COUNTY COMMISSIONERS LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE COUNTY OF ADA.



David P. Rens
CLERK

County Recorder's Certificate

I, THE COUNTY RECORDER, HAVE REVIEWED THE PLAT AND HAVE DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE COUNTY RECORDING LAWS OF THE STATE OF IDAHO AND THE LOCAL ORDINANCES OF THE COUNTY OF ADA.

David P. Rens
COUNTY RECORDER
11.19.2020

Paul McGowan
CLERK



THE LAND GROUP
1000 S. GARDEN BLVD.
BOISE, IDAHO 83725

ELECTRONICALLY RECORDED DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY

2021-142897
09/30/2021 02:09 PM
\$19.00

ACCOMMODATION

**FIRST AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHARLESWORTH SUBDIVISION**

(TOWNHOME RESIDENCES)

ADA COUNTY, IDAHO INSTRUMENT NUMBER 2021-017334

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**FIRST AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHARLESWORTH SUBDIVISION**

(Townhome Residences)

This First Amendment and Supplement to the Declaration Of Covenants, Conditions And Restrictions For Charlesworth Subdivision (this "First Amendment") is made this 30th day of September, 2021, by Charlesworth Properties, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: AMENDMENT AND AUTHORITY

Section 1. Amendment To Declaration. This First Amendment is an amendment to that certain Declaration of Covenants, Conditions and Restrictions for Charlesworth Subdivision (Townhome Residences), recorded on February 2, 2021, as Ada County, Idaho Instrument Number 2021-017334 ("Declaration").

Section 2. Proper Authority to Amend. Pursuant to Article XI, Section 3 of the Declaration, the Declaration may be amended "by an instrument signed by Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members." Declarant is the original "Declarant" under the Declaration and, at the time of recording this First Amendment, owns all the Lots within the Charlesworth Subdivision. There are no Class A Members. Accordingly, Declarant has the proper authority to amend the Declaration as provided herein.

Section 3. Definitions. All capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to such terms in the Declaration.

Section 4. Declaration In Full Force and Effect. As amended hereby, all terms and Restrictions of the Declaration shall remain in full force and effect.

ARTICLE II: SPECIFIC AMENDMENT

Section 1. Dwelling Unit Leasing Activities. Article IV, Section 6 of the Declaration is hereby amended and restated in its entirety to read as follows:

In order to develop and maintain leasing activity oversight through-out the Property, all Owners are required to supply the Association (and/or any property management company hired by the Association) all leasing activity information requested by either Party, including, without limitation, the names and contact information for all leasing Occupants and the terms of all leases.

All Owners leasing their Dwelling Units shall be responsible for making all Occupants aware of, and abide by, all of the terms and Restrictions contained herein, including, without limitation, a covenant in each lease whereby the leasing Occupants agree and acknowledge that they have received copies of the Declaration, any supplements thereto, and any rules or regulations adopted by the Board, and that they will abide by all terms and Restrictions contained therein.

Each Owner, by accepting a deed to any portion of the Property, agrees to abide by this Section and to execute, acknowledge and deliver to the Association (and/or any property management company hired by the Association) such other documents and instruments, and take such other actions, as either shall reasonably request, or as may be reasonably necessary, to consummate the intent of this Section.

ARTICLE III: GENERAL PROVISIONS

Section 1. Term. The terms and Restrictions of this First Amendment shall run with and bind the land for as long as the Declaration runs with and binds the Property.

Section 2. Duration and Applicability to Successors. The terms and Restrictions set forth in this First Amendment shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, and their successors in interest.

Section 3. Governing Law. This First Amendment shall be construed and interpreted in accordance with the laws of the State of Idaho.

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

Declarant:

Charlesworth Properties, LLC,
an Idaho limited liability company

By: *Mitchell S. Armuth*
Mitchell S. Armuth, Authorized Agent

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on September 30, 2021, by Mitchell S. Armuth as an Authorized Agent of Charlesworth Properties, LLC.

Penny Smith
Signature of Notary Public

My commission expires: 2-16-2025

