#### ASSOCIATION RULES AND ACC RULES/ACC STANDARDS

#### 1. PURPOSE

To interpret, clarify, and enforce the terms of the Amended Master Declaration of Covenants, Conditions, Restrictions, and Easements for The Woods No. 3 At Riverside (hereinafter referred to as the CC&Rs) as provided for in Section 6.05 (e) of the aforementioned declaration.

## 2. APPLICABLE DOCUMENTS

- (a) CC&Rs, as amended 12/17/2020.
- (b) The Woods No. 3 Owners Association, Inc. Application for Architectural Approval, Revision dated 03/09/2023 (hereinafter referred to as an ACC Application).

#### 3. MISCELLANEOUS

- (a) <u>Enforceability</u>. These Rules have the same force and effect as the CC&Rs.
- (b) <u>Definitions</u>. The defined meaning of the terms used in this document is derived from the Definitions found in Article III of the CC&Rs.
- (c) Owner responsibility. Owners shall be responsible for their occupant's/visitor's actions, conduct, and adherence to the Rules.

#### 4. ASSOCIATION RULES

4.1. <u>Minimum Improvements</u>. No building and related improvements intended for use as a single-family residence shall be erected, altered, placed, or permitted to remain on any Lot within the Property, exclusive of Common Areas, which contains less than 2250 square feet of living area on the ground (first) floor and each such single-family residence shall have, as a minimum, a fully enclosed 3-car garage for vehicle storage. Square footage of the living area shall be based on fully enclosed interior living space, exclusive of porches, patios, and garages.

The foregoing minimum requirements applicable to the Lots within the Property shall be subject to the right of the ACC to grant a variance under Section 10.07 of the CC&Rs.

- 4.2. Animals. The housing of any type of animal is limited by the following restrictions:
  - (a) No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that domesticated dogs, cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others.
  - (b) The aforementioned domesticated pets may be kept, provided that they are not kept, bred, or maintained for any commercial/private business purpose.

- (c) Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.
- (d) All household pets must be kept in a clean and sanitary way and must not be allowed to be a nuisance to any other Owner in the community.
- (e) No provision of this Section shall be interpreted or enforced in a way that would limit any Owner's rights under the federal Fair Housing Act, and the Board shall have the authority to make all reasonable accommodations as are appropriate under the provisions of that Act.
- 4.3. <u>Garages</u>. Garage doors shall be closed except when open for a temporary purpose. Any maintenance or repair work on an operable or inoperable vehicle that will exceed 1 day must be performed inside the garage with the door closed.
- 4.4. <u>Boats, Campers, and Other Vehicles</u>. Trailers, mobile homes, boats, tractors, campers, garden or maintenance equipment, and vehicles other than automobiles, shall be kept and stored at all times in an enclosed structure or screened from public view, and at no time shall any of said vehicles or equipment be parked or stored on a Property roadway. Temporary parking of such vehicles and equipment shall be allowed for loading, unloading, cleaning, or light maintenance, provided that such parking does not exceed 72 hours in any 7-day period.
- 4.5. <u>Vehicles Parking</u>. The use of all vehicles, including but not limited to automobiles, trucks, bicycles, and motorcycles, for the safety and security of the neighborhood, shall be subject to the following restrictions:
  - (a) Vehicles shall not be parked on the Property roadway overnight.
  - (b) Vehicles should be parked in/on the Owner's garage, driveways, or garage parking pads. If this is not possible, then they should be parked on only one side of the Property roadway to facilitate the passage of emergency vehicles. To maximize security, all vehicles should be locked while parked.
  - (c) Non-operable vehicles shall not be parked unmoved for more than 7 consecutive days on the Owner's driveway and/or garage parking pad.
- 4.6. Speed Limits. Speed limits within the HOA subdivision are set at 15 miles per hour.
- 4.7. <u>Mailboxes</u>. No free-standing mailbox shall be constructed, installed, removed, relocated, or materially altered without the prior written approval of the plans by the Board.
- (a) Mailbox Post Replacement. Upon deterioration or destruction of the mailbox post, the Owner shall strive to duplicate the mailbox post structure as originally constructed. The center post, either circular or square, should protrude approximately 5 feet above ground level. The center post will secure 2 symmetrical rectangular cross beams (to hold the mailboxes). The center post should measure approximately 8 feet in total height to facilitate having 3 feet underground. A circular post measures 8–10 inches in diameter. A square post measures 8 inches by 8 inches. The cross beams measure 36 inches long, 8 inches in height, and 2 inches in thickness. All wood must be cedar or pressure-treated. Owners will be solely responsible for the material and labor associated with the mailbox post replacement. The Association will be responsible for the color and painting thereof.

- 4.8. <u>Signs</u>. The following provisions shall govern the use of signs on Lots within the Property:
  - (a) No commercial billboard or advertising shall be displayed to the public view on or from any Lot.
  - (b) (Revised 07/31/2023) Owners may advertise a dwelling unit and Lot for sale by displaying a single, neat, standard realtor *For Sale* sign thereon no larger than 24 inches by 36 inches on a post measuring no taller than 6 feet. Realtor *Open House* notices may be placed outside the Association front gate on the day of the open house event and must be removed when the open house event is completed.
  - (c) Lighted, moving, or flashing signs for any purpose are prohibited.
  - (d) Directional signs may be used to give guidance or special instructions to vehicular or pedestrian traffic. Any directional or identification sign placed on the Property shall require approval via the ACC Application before its installation.
  - (e) The names of resident Owners may be displayed on a name and/or address plaque located on the Owner's Lot.
  - (f) The restrictions of this Section shall not apply to any placards, posters, window stickers, notices, or markers that warn of danger or safety concerns, or indicate that a home is protected by a home security system or otherwise protected from burglary, invasion, or fire, as long as such indicators are less than one square foot in size, and are placed in a manner that is not overtly visible to passersby but can be observed by all those approaching, entering, or attempting to enter a home.
  - (g) Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates, the sponsorship of a political party, or an issue or proposal scheduled to appear on a ballot, with the following restrictions:
    - i) Signs shall not be erected more than 14 days in advance of the election to which they pertain and shall be removed within 1 day after such election.
    - ii) Signs must be located in the yard between the Property roadway and the Lot's main structure.
    - iii) Signs are prohibited on the Property rights-of-way or roadways.
    - iv) Signs are not allowed in the Common Areas except those authorized by the Board.
    - v) One sign, whose dimensions are not to exceed 18 inches by 24 inches. This sign may contain multiple candidates and/or issues.
- 4.9. <u>Fences</u>, <u>Walls</u>, and <u>Other Exterior Structures</u>. No fence, wall, or other exterior structure shall be constructed, replaced, materially altered, removed, or relocated on any Lot unless the Plans and Specifications thereof, including the location, design, material, and color thereof, have been approved in writing by the ACC before the construction or installation. All fences, walls, and other exterior structures shall be subject to the following restrictions:
  - (a) No fence, wall, or other exterior structure shall be allowed to be constructed or installed on any portion of a berm constructed on the Property.

- (b) All fences shall be of wrought iron and not more than approximately 4 feet in height. No wooden or other fencing material or height will be allowed except for the screening of garbage cans or other equipment.
- (c) All fences, walls, and other exterior structures shall be constructed, installed, and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located, and all damaged fencing, walls, and other exterior structures shall be repaired or replaced to the original design, materials, and color within a reasonable time after said damage occurs.
- (d) No fence, wall, or other exterior structure shall obstruct the view or interfere with the use and enjoyment by the Owner of an adjacent Lot. Also, no fence or wall shall interfere with the use and enjoyment of any easement reserved in the CC&Rs or shown on the recorded subdivision plat of the Property.
- 4.10. Encroachments. No tree, shrub, or plant may interfere with the vision of a motorist or cyclist, or overhang or otherwise encroach on any Property roadway from the ground to a height of 15 feet. Owners will be responsible for the removal or trimming of such encroachments. Also, Owners shall be responsible for the removal of any trees, branches, or shrubs located on their Lot that have fallen onto the Property Common Areas, roadways, or neighboring Lots.
- 4.11. <u>Nuisances</u>. No noxious, unsafe, hazardous, illegal, or offensive activities shall be conducted on any Lot, or within any dwelling unit. Nor shall anything be done thereon that may be or become an unreasonable annoyance or nuisance to the occupant(s) of the other Owners' Lots within the Property because of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise. Personal hobbies that do not conflict with this definition are allowed. The Board shall have sole discretion and authority to determine what is a nuisance for this Section. The following additional restrictions apply:
  - (a) No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Owner's Lot, including the Common Areas, and no odor shall be permitted to arise from any portion of the Lot to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to the Lot or its occupants or residents, or any other Lot in the vicinity thereof or to its occupants or residents.
  - (b) No noise, obstructions of pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of an Owner's Lot to be offensive or detrimental to the Lot or its occupants or residents or other Lots in the vicinity of its occupants or residents, as determined by the Board, in their reasonable judgment, or violation of applicable state law, local law or ordinance.
  - (c) 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 that have been approved by the ACC), flashing lights, or searchlights, shall be located, used, or placed on the Property.

- (d) No unsightly articles shall be allowed to remain on any Owner's Lot to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage/recycling bins, trash, trash bins, dog houses, equipment, garden tools and equipment, ladders, barbeques, gas canisters, propane gas tanks, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. Garbage/recycling bins shall be positioned to not be visible from the street or any neighboring Property.
- 4.12. <u>Water Areas</u>. The Association is the owner of record for the legal water rights and associated water shares for the lakes, ponds, and waterways located within the Property. Given these rights and water shares, the Association shall have the responsibility to maintain the Water Areas for the common benefit to ensure a desirable aesthetic appearance. The Association shall be responsible for determining the appropriate methods and actions for the maintenance of the Water Areas and the associated water quality. These actions include the repair, replacement, or removal, as deemed appropriate, of systems and equipment installed in the Water Areas by the Association to improve water quality and the aesthetic appearance. These responsibilities are further defined in the following subparagraphs.
- 4.12.1. <u>Waterfalls and Associated Equipment and Features</u>. As it pertains to the specified waterfalls and associated equipment located within the Water Areas of the Property, the Association will have the following obligations:
  - (a) For the waterfall feature located on the west side of N Lakemont Lane in the Water Area between 5091 N Lakemont Lane and 8980 W Waterwood Lane:
    - i) Maintain, repair, or replace the pump, hoses, valves, or other features associated with the operation of this water feature.
    - ii) Make improvements to this water feature as deemed appropriate and at the discretion of the Association.
    - iii) Maintain and pay for the utilities and electrical service for the operation of this water feature.
    - iv) Determine the appropriate hours of operation for this water feature.
  - (b) For the waterfall feature located in the Water Area between 9100 W Waterwood Lane and 9091 W Woodglade Lane:
    - i) Maintain, repair, or replace the pump, hoses, valves, or other features associated with the operation of this water feature.
    - ii) Make improvements to this water feature as deemed appropriate and at the discretion of the Association.
    - iii) Maintain and pay for the utilities and electrical service for the operation of this water feature.
    - iv) Determine the appropriate hours of operation for this water feature.
  - (c) The Association-owned waterfall features will only be operated during seasons with above-freezing temperatures, generally from April 1 to October 31, to avoid any freeze damage to the waterfall equipment. The daily operations will be limited to a maximum of 12 hours per day.

- 4.12.2. <u>Fountains</u>, <u>Aerators</u>, and <u>Similar Water Features</u>. The Association may install water features such as aerators, fountains, and similar equipment designed to improve the quality and appearance of the Water Areas. When these features are installed, the Association will advise the Owners who have Lots that adjoin the Water Area where these water features may be operated and will seek the Owner's consent for such installations. The Association will have the responsibility for the operation and maintenance as well as determining the hours of operation of these water features.
- 4.12.3. <u>Electrical Utilities and Outlets Used to Power Water Features</u>. The electrical utilities and outlets listed below are the exclusive property of the Association and shall only be used as deemed appropriate by the Board to power water pumps and other equipment used for the common good and benefit of the Association. The Association shall be granted access to Owner Lots for maintenance of these utilities:
  - (a) For the utility pole and attached outlets located on the southwest corner of the Common Area Pond located behind 5010 N Lakemont Lane.
    - i) An exception to the exclusive use by the Association is granted to the Owners of 5010 N Lakemont Lane to use a portion of this utility outlet to power the single water pump, 230 volts, not exceeding 2 hp, used in conjunction with the operation of the owner-owned waterfall located on the Owner's Lot.
    - ii) The Association will be responsible for the cost of the electrical usage of the aforementioned pump within the time limits defined in the Rules, Water Areas section, subparagraph 1(c).
    - iii) In the case of the owner-owned waterfall located at 5010 N Lakemont Lane, the Association shall only be responsible for allowing the use of the electricity for a single water pump and does not have any responsibility for the maintenance of the waterfall, associated pump, hoses, or other equipment.
    - iv) This exception is granted so long as the Board deems this arrangement to be beneficial for the common good of the Water Area in that location. Additionally, this exception will expire and be terminated if the property changes ownership from the current Owners as noted above.
  - (b) For the utility pole and attached outlets located on the island in the Water Area directly behind 8980 W Waterwood Lane with electrical power sourced from the home located on that Lot and via a separate utility meter attached to the home at that location.

- (c) For the utility pole located adjacent to the Water Area and between 5287 N Lakemont Lane and 5299 N Lakemont Lane.
  - i) An exception to the exclusive use by the Association is granted to the Owners of 5299 N Lakemont Lane to use a portion of this utility outlet to power the single water pump, 230 volts, not exceeding 2 hp, used in conjunction with the operation of the Owner-owned waterfall located on the Owner's Lot. This exception is limited by the terms as specified in Addendum A which is attached to these Rules.
- (d) For the utility pole located on the southwest side of the Lot located at 9100 W Waterwood Lane with electrical power sourced from the home located on that Lot and via a separate utility meter attached to the home in that location.

In cases where it may not be feasible to power Association-installed water features from the Association-owned utility outlets, the Board will seek permission from the Owners of the Lots adjacent to the respective water feature for the use of owner-supplied electrical power. If an Owner agrees to allow the use of the electrical power from that Lot, then the Association will compensate the Owner for the use of that electrical power. Compensation by the Association will be at the local utility rate for hours used and reimbursements to the Owner will be made quarterly.

- 4.12.4. Water Area Embankments. Owners of Lots that adjoin the Water Areas retain responsibility for the maintenance of the embankment area that runs along their respective Lot including the repair of any erosion of the embankment area. Any improvement of embankment areas by Owners will only be undertaken after the ACC approval of an Owner-supplied landscape plan. Owners are prohibited from installing any equipment, docks, waterfalls, fountains, or other fixtures in the Water Areas without prior approval of the ACC and the Board Member responsible for the Water Areas.
- 4.12.5. <u>Mitigation of Aquatic Plant Growth</u>. The Association shall have the responsibility for any water treatments that may be required to mitigate the growth of algae and similar undesirable aquatic plants within the Water Areas. Owners agree to grant access through their Lot for any required maintenance and chemical applications for Water Areas and the associated water features. Owners are prohibited from applying any algaecide or other chemical treatments to Water Areas and should notify the Board Member with responsibility for the Water Areas of any areas that may require additional attention for the treatment of algae or other undesirable aquatic growth.
- 4.12.6. <u>Removal of Trees and Other Deadfall</u>. (Revised 07/31/2023) Owners are responsible for the removal of any dead trees or branches that fall into the Water Areas from the respective Owner's Lot. Owners are encouraged to help maintain the aesthetic appearance of the Water Areas adjoining their Lot by removing accumulated debris such as leaves and dead branches. Owners shall not allow any activity, including contracted labor, that results in any type of debris entering the Water Areas or neighboring properties. Note: This would NOT apply to normal falling of leaves.

- 4.13. <u>Gate Entry Policy</u>. (Revised 04/01/2024) The entrance gate will not be locked open for any event due to safety and security concerns. In addition, the following operating procedures are provided:
  - (a) <u>Electronic Remote Control</u>. This is the primary gate access method for HOA members. New homeowners will receive two remote controls for the gate from the previous homeowner. Remote controls are for the convenience of the homeowner and should not be shared with anyone outside the subdivision. Contact the HOA Gate Code Manager (HGCM) for information on how to order a new remote control.
  - (b) <u>Gate Directory Code (GDC)</u>. This 2-digit code is the primary gate access method for all homeowner guests and vendors. Guests/vendors arriving at the gate can review the list of residents on the call box directory to find the household they wish to visit. Entering the corresponding 2-digit numeric code at the gate intercom panel will ring the homeowner phone. Once the homeowner answers and confirms the person at the gate can enter the subdivision, the homeowner presses <u>9</u> on their phone to open the gate. A landline or cell phone number may be used to set up the GDC.
  - (c) Gate Entry Code (GEC). This 5-character code (# sign plus 4 numeric digits) is used by HOA members as an alternative method to access the gate. This code may be used by family, close friends, and regular homeowner vendors such as gardeners, house cleaners, etc. Four GECs will be made available to HOA members yearly. Each code will be effective only during a specific calendar quarter: Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec, as enumerated in the published HOA Directory. A # sign must precede the numeric digits when entering the code into the keypad.
  - (d) <u>HOA Vendor/Contractor GEC</u>. A permanent GEC may be assigned to HOA vendors, contractors, and other vehicles that regularly service the subdivision such as Ecolake, DS Property Management, the HOA gardener, UPS, FedEx, garbage collection, USPS, etc.
  - (e) <u>Realtor Open Houses/Viewings</u>. Realtors will be provided with a special GDC listed on the gate directory as Special Event 1, etc. This allows gate entry into the subdivision during an *open house* or a house viewing. A realtor-chosen phone number will be linked to the special GDC. Homeowners must provide this phone number to the HGCM, along with the date/time of the event, as early as possible to ensure the timely activation of this code.
- 4.14. <u>Water Drainage</u>. (Revised 11/07/2023) **Garden City stormwater regulations prohibit chlorinated water from being discharged into the storm drain system**. All water drainage from above/below ground pools, hot tubs, and other large water collection devices shall be restricted to the following:
  - (a) <u>Chlorinated water shall not be directed to the waterways, the roadways, or the storm drainage system</u>. The appropriate location for this drainage is into the homeowner's sewer system via the sanitary sewer cleanout pipe.

(b) Non-chlorinated water may be directed to the waterway. Contact the HOA Waterways manager for information on how to dechlorinate water.

#### 5. ACC RULES/ACC STANDARDS

- 5.1. <u>ACC Application</u>. This document will be used for all projects which require ACC approval. It includes more specific standards/specifications concerning replacement roofing materials and other Improvements.
- 5.2. Exterior Materials and Colors. In the event of the reconstruction, remodeling, repainting, or refinishing of a building or other improvement within the Owner's Lot, in whole or in part, exterior materials and colors shall be elected and used which are approved via the ACC Application and which are compatible with other buildings on the Lot and neighboring Lots to the end that all such buildings will present a unified and coordinated appearance.
- 5.3. <u>Prohibited Buildings/Uses</u>. The following restrictions apply to buildings and vehicles which are located on Owners' Lots:
  - (a) No trailer or other vehicle, tent, garage, accessory building, or outbuilding shall be used as a temporary or permanent residence.
  - (b) Small portable buildings may temporarily be moved onto a Lot only with an approved ACC Application.
  - (c) Playground equipment must be removed when it is no longer used.
  - (d) Treehouses are not allowed.
- 5.4. <u>Lighting</u>. Exterior lighting, and interior lights reflecting outside, shall not be placed in any manner that shall cause glare or excessive light spillage onto a neighboring Lot(s). The acceptability of such lighting shall be determined by the ACC via the ACC Application.
- 5.5. Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot, except for the temporary use of generators during power outages, without prior approval via the ACC Application. The ACC shall have the authority to adopt reasonable rules regarding the placement of solar panels and solar collectors on the rooftops of homes, but those rules shall not prevent the installation of solar devices on the roof of any residential building, impair their functioning, restrict their use, or adversely affect the cost or efficiency of the solar devices. All other solar panels and solar collectors not installed on the rooftops of homes may be restricted outright, at the discretion of the ACC.
- 5.6. <u>Antennae</u>. The installation of exterior radio antennae, television antennae, or other antennae, including satellite dish antennae, shall require prior approval via the ACC Application. This approval shall be governed by the Federal Communications Commission's rule on Over-the-Air Reception Devices (OTARD). In general, the satellite antennae shall be of

standard size, no larger than approximately 39 inches in diameter. When installed, all antennae shall be in a location that is shielded from view as much as possible, following the OTARD rule.

- 5.7. <u>Landscaping</u>. The following provisions shall govern the landscaping of Lots within the Property:
  - (a) At the time of the execution of the CC&Rs, each Owner will be considered to have an approved landscaping plan that is fully installed and properly maintained. Any significant changes from this existing landscaping shall require the advance written approval of the ACC via the ACC Application, as provided in the CC&Rs, Article X.
  - (b) All landscaping changes approved by the ACC must be completed within 60 days after the approval, with a reasonable extension allowed for delays occasioned by weather, unless expressly stated otherwise in the approval.
  - (c) Owners are responsible for the removal of any trees, branches, or shrubs that have become unsafe.
- 5.8. <u>Setback Guidelines</u>. Housing additions or separate structures (exclusive of fences and similar structures approved by the ACC or the Board) should be located on a Lot no nearer to a lot line than 20 feet from the front, 15 feet from the sides, and 15 feet from the rear. Variances to these setbacks will be considered on a case-by-case basis based on aesthetics and local conditions.

## CERTIFICATION OF PRESIDENT AND SECRETARY

We, the undersigned, do hereby certify:

That these Association Rules and ACC Rules/ACC Standards have been adopted by the Board of Directors for The Woods No. 3 Owners Association, Inc. and supersede all previous Association Rules and ACC Rules/ACC Standards.

Dated this Z day of April 2024.

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#### Addendum A

Date 8/6/20

This letter serves as a formal agreement between the Woods No. 3 at Riverside Village Owners Association Board of Directors and Aaron and Wendy Doughty, owners of the property located at 5299 N. Lakemont Lane, Garden City, Idaho 83714.

The agreement is as follows:

All ownership, service, and maintenance of the single electrical pump (230 volts, not exceeding 2hp, used only in conjunction with the operation of the ownerowned waterfall) shall be the responsibility of Aaron and Wendy Doughty. The Owners Association will be responsible for the cost of the electrical usage of the aforementioned pump in perpetuity within the following operation time limits, as defined in the Association Rules: During seasons with above freezing temperatures, generally April 1 to October 31, with the daily operation limited to a maximum of 12 hours. If the property located at 5299 North Lakemont Lane changes ownership to an entity in which Aaron and Wendy Doughty have no interest, all electrical costs will be assumed by the new owner(s) and the Owners Association shall not have any further obligations and responsibilities.

| Association shall not have any further obligations and responsibilities.              |        |   |
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| Calen Cranfl- King  | 8-6-20 |   |
| Woods No. 3 at Riverside Village Owners Assoc.<br>Barbara Crawford-Kennedy, President | Date   |   |
| ARTIMIT   | 8/6/20 |   |
| Aaron Doughty, Property Owner   | Date   |   |
| Den SCA   | 8/6/20 |   |
| Wendy Doughty, Property Owner   | Date   |   |

# The Woods No. 3 Owner's Association, Inc

## Variance Agreement Between The Woods No. 3 Owners Association, Inc and the Property Owners at 5280 North Lakemont Lane, Garden City, Idaho

As a condition of The Woods No. 3 Owners Association, Inc, Architectural Control Committee (ACC) application, the owners of the property at 5280 North Lakemont Lane, Garden City, Idaho, Dick and Angie Foster, do hereby acknowledge and agree to the following:

- 1) That the black line identified by the green arrow on Attachment 1 is an accurate depiction of the easement boundary line as defined by the Ada County Assessor's Office. The lakeside fence shown by the red arrow located at 5280 North Lakemont Lane is on The Woods No. 3 Owners Association, Inc, Easement property, as noted in the Easement Agreement/Ada County Records #9507310, Dated March 14, 1995.
- 2) The fence noted in red on Attachment 1 does not constitute a new property line.
- 3) The owners of the property at 5280 North Lakemont Lane, Garden City, Idaho, will assume all costs for maintenance, repair and replacement relating to the fence noted in red on Attachment 1.
- 4) If this Easement Agreement/Ada County Records #9507310, Dated March 14, 1995, is terminated, that the then property owners at 5280 North Lakemont Lane, Garden City, Idaho, will be obligated to remove the fence noted in red on Attachment 1 at their own expense if the Grantor, noted in the Easement Agreement/Ada County Records #9507310, Dated March 14, 1995, so requests.

Property Owners at 5280 North Lakemont Lane, Garden City, Idaho

Property Owner

Property Owner

The Woods No. 3 Owners Association, Inc

The Woods No. 3 Owners Association, Inc.

The Woods No. 3 Owners Association, Inc



Attachment 1: Property Map of 5280 North Lakemont Lane