

When Recorded Return To:
Smith Knowles, P.C.
943 West Overland Rd., Ste. 109
Meridian, Idaho 83642

AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEHARBOR

THIS DECLARATION is made effective as of the 30th day of January 2024, by LAKEHARBOR MASTER ASSOCIATION, INC.

ARTICLE I

RECITALS

1.1 Property Covered. The property subject to this Master Declaration of Covenants, Conditions and Restrictions for Lakeharbor ("Master Declaration") is the Property as defined in Section 3.31 below, and as described in Exhibit "A" attached hereto, to wit: all Lots, Blocks, and other real property depicted on Plats of Lakeharbor Subdivision Nos. 1-8 and nine additional Plats of various names listed in Exhibit "A"; and does hereby amend and supersede the prior Declaration of Covenants, Conditions, and Restrictions for Lakeharbor recorded October 11, 1985 in the Ada County Recorder's Office as Instrument No. 8554322, together with all amendments and supplements thereto ("Enabling Declaration").

1.2 Purpose of Master Declaration. The purpose of this Master Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property, residential and commercial alike. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated, high-quality development in both its residential and commercial aspects, and to guarantee adequate maintenance of the Common Areas and the Improvements located thereon.

ARTICLE II

DECLARATION

The Master Association hereby declares that the Property, and each lot, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following 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 its value, desirability and attractiveness. The Restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein, whether held or used for residential or commercial purposes or otherwise, and shall inure to the benefit of and be binding upon the Master Association, its successors in interest and each grantee or Owner and Owner's respective successors in interest, and may be enforced by the Master Association, by any Owner or Owner's successors in interest, or the Master Association or any Local Association as hereinafter described.

ARTICLE III

DEFINITIONS

3.1 "Annexed Tract" shall mean any parcel of real property that is annexed pursuant to the annexation procedure described herein and made subject to this Master Declaration.

3.2 "Architectural Committee" shall mean the committee created by the Association pursuant to Article XI hereof.

3.3 "Articles" shall mean the Articles of Incorporation of an Association.

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

3.5 "Association" shall mean the Master Association and/or a Local Association, whichever is appropriate in the context.

3.6 "Association Rules" shall mean those rules and regulations promulgated by an Association governing conduct upon and use of property under the jurisdiction or control of an Association, including Common Area and Building Lots, the imposition of fines for violation of Association Rules, regulations, Governing Documents, and procedural matters for use in the conduct of business of an Association.

3.7 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary, or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

3.8 "Board" shall mean the Board of Directors of an Association.

3.9 "Building Lot" shall mean one or more lots within a Tract as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include without limitation each condominium unit created pursuant to the Idaho Condominium Act, townhouse units and houseboat units but shall not include Common Area lots.

3.10 "By-Laws" shall mean the By-Laws of an Association.

3.11 "Commercial Property" shall mean portions of the Property which Grantor designated, either by Plat, by Supplemental Declaration or otherwise, for use as commercial, office, apartment, retail, or restaurant use.

3.12 "Common Area" shall mean any or all parcels of Lakeharbor Common Area or Local Common Area, whichever is appropriate in the context, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas, common areas and Waterways.

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

3.14 "Delegate" shall mean a person chosen by the members of a Local Association to represent their interests in the Master Association as set forth in this Declaration, including the casting of votes attributable to the Property Units of that Local Association or specified Tract.

3.15 "Improvement" shall mean any structure, facility, or system, whether permanent or temporary, which is erected, constructed, or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, landscaping, signs, lights, electrical lines, pipes, pumps, ditches, reservoirs and lakes, swimming pools and fixtures of any kind whatsoever.

3.16 "Institutional Holder" shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under Federal or state law, any corporation or insurance company, or any federal or state agency.

3.17 "Lakeharbor" or "Lakeharbor Development" shall mean the Property.

3.18 "Lakeharbor Common Area" shall mean all real property in which the Master Association owns an interest, and which is held and maintained for the common use, enjoyment and benefit of the entire Lakeharbor Development and each Owner therein. Lakeharbor Common Area includes all properties described on a plat, reserved in a deed or designated in this Master Declaration or any Supplemental Declaration. Lakeharbor Common Area is to be distinguished from Local Common Area, which may or may not allow entry and use by those Owners who are not Members of the Local Association.

3.19 Reserved.

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

3.21 "Local Association" shall mean any not-for-profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established pursuant to the terms of this Declaration or a Supplemental Declaration by any Owner or group of Owners whose properties are located in a particular Tract.

3.22 "Local Association Board" shall mean the duly elected and qualified Board of Directors of a Local Association.

3.23 "Local Association Rolls" shall mean the official record of Owners within a particular Tract.

3.24 "Local Common Area" shall mean all real property in which a Local Association holds an interest or for which a Local Association has responsibility, and which is held and maintained for the mutual use and benefit of such Local Association and its members. Local Common Area includes all properties described as such on a plat, reserved in a deed or designated in this Master Declaration or any Supplemental Declaration.

3.27 "Master Association" shall mean Lakeharbor Master Association, Inc., an Idaho non-profit corporation, its successors, and assigns, established to exercise the powers and to carry out the duties set forth in this Master Declaration.

3.26 "Member" shall mean each person or entity holding a membership in the Master Association. Where specific reference is made to Local Association Members, or the context so indicates, it shall mean persons or entities holding membership in a Local Association.

3.27 "Mortgagee" shall mean beneficiaries under mortgages or trust deeds.

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

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

3.30 "Property" shall mean those portions of the property described on Exhibit "A" attached hereto and incorporated herein by this reference, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by a Supplemental Declaration. The Property also shall include such additional property ("Annexed Tracts") in addition to that described on Exhibit "A", as may be annexed by means of a Supplemental Declaration as provided herein.

3.31 "Property Unit" shall mean that unit of property ownership, as described below, which is established for the purposes of voting in an Association and for the purpose of levying assessments as described below.

Property Units shall exist and be recognized only as to those portions of the Property for which both a Plat and a Supplemental Declaration have been recorded. As to each use permitted or planned pursuant to a Plat and/or a Supplemental Declaration, and regardless of whether Improvements have been placed upon such portions of the Property, each Building Lot shall be

allocated a Property Unit value. Unless otherwise provided in a Supplemental Declaration, Property Unit values shall be designated as follows:

3.31.1 For each one thousand (1000) net square feet of interior office or retail space there shall be one (1) Property Unit.

3.31.2 For each individual apartment unit there shall be three-fourths (3/4) of a Property Unit.

3.31.3 For each single-family residential Building Lot, including townhouse units, and residential condominium units, there shall be one (1) Property Unit.

3.32 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Areas and all improvements and facilities located thereon and the other costs of an Association which is to be levied against the Lakeharbor property of and paid by each Owner to the Master Association or Local Association pursuant to the terms hereof or the terms of a Supplemental Declaration.

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

3.34 "Supplemental Declaration" shall mean any Supplemental Declaration including covenants, conditions, and restrictions that the Master Association might adopt with respect to any portion of the Property.

3.35 "Tract" shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which has been designated as a Tract by recorded Supplemental Declaration. Each Tract shall contain one or more Building Lots, shall hold a specific number of Property Units, and will be managed to the extent permitted herein by a Local Association.

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

ARTICLE IV

GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. The Property shall contain components of both commercial and residential development. The structures serving these uses are to be designed, constructed, and used in such a manner as to promote compatibility between these two general types of use.

4.1.1 Restrictions of Structures. Restrictions on the use, size, placement, and accommodations of structures to be placed on the Property, or the method of determining such restrictions, in addition to those contained herein, may be set forth in Supplemental Declarations.

4.1.2 Architectural Committee Review. No building, fence, sign, or other structure which will be visible above ground shall be built, erected, placed, or materially altered on the Property unless and until the building plan specifications and plot plan have been reviewed in advance by the Architectural Committee (and, if required, by any applicable Local Architectural Committee pursuant to section 11.10) and the same have been approved in writing. The review and approval may concern, without limitation, topography, finish ground elevations, architectural symmetry, landscaping, drainage, color, material design, physical or aesthetic impacts on Common Areas, artistic conformity to the terrain and the other Improvements on the Property. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of buildings. This Master Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size restrictions.

4.1.3 Setbacks. No dwelling unit or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines than permitted by the Plat for the Tract in which the Building Lot is located or as restricted by any applicable zoning restriction.

4.1.4 Buoys, Docks, and Piers. No buoy, and no pier, dock, jetty or similar structure which is placed, or which extends into any waterway beyond the boundary of a Building Lot shall be placed or constructed without the written approval of the Architectural Committee and the applicable Local Architectural Committee, if any. Such structures may be placed or constructed after approval of such Committee(s) with the permission and license of the Master Association and any Local Association, if required, and no easement therefor shall be granted or acquired unless agreed to in writing by the appropriate Association. The Owner of the property from which such structure extends shall be responsible for its maintenance in the same manner as provided in section 4.7.

4.2 Antennae. No exterior radio antenna, television antenna, or other antenna of any type (including but not limited to dishes) shall be erected or maintained on the Property unless it is located in a manner acceptable to the said Architectural Committee and the Local Architectural Committee, if any. The Committees shall limit restrictions consistent with prevailing Over The Air Reception Device (OTARD) laws.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the

Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board of the Master Association; provided, however, that nothing in this section shall be deemed to prevent an Owner from, or require the approval of the Board for, transferring or selling any Building Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

4.5 Signs and Flags. No sign of any kind shall be displayed to the public view on any Building Lot except one sign approved by the Architectural Committee identifying the name and/or address of the Owner, one sign of not more than five (5) square feet advertising the property for sale, reasonable signage posted on the home or in the yard in conjunction with the use of a home security system, and up to three (3) political signs of not more than six (6) square feet each, during election years and within ninety (90) days of the election. Signs shall be removed within ten (10) days after the election. Political signs shall have the same meaning as defined in Idaho Code § 55-3209(5). No lights or sound making devices shall be permitted on the signs. The Board is empowered to create other rules and regulations for political signs and the display of flags consistent with Idaho Code § 55-3209 and 3210 or such Idaho Laws as may from time to time be amended or repealed.

4.6 Nuisances. 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 therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used, or placed on any such property without the prior written approval of the Board.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board of the Local Association of which such Owner is a Member (or the Board of the Master Association if the Local Association fails to act), upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Local or Master Association as the case may be for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular Assessments.

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

4.9 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Board of the Master Association and all governmental authorities having jurisdiction.

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

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, containers, lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or as appropriately screened from view.

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property or unless such temporary structure is necessary for a commercial purpose and is approved by the Architectural Committee.

4.13 No Unscreened Boats, Recreational Vehicles (RVs), and Other Vehicles. No boats, trailers, RVs, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on Owner's Building Lot to the Boise City Sewer System and pay all charges assessed therefore.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a building.

4.16 Energy Devices, Outside. No energy production device, including but not limited to generators of any kind and solar energy devices, shall be constructed, or maintained on any portion of the Property without the written approval of the Architectural Committee, except for

heat pumps shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential or commercial building. The Architectural Committee shall approve solar energy devices within the parameters established by Idaho Code § 55-3208 or such Idaho Laws as may from time to time be amended or repealed for the regulation of such devices.

4.17 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Lakeharbor. No on-street Parking shall be permitted except where expressly designated for parking use. No motorized vehicle or device shall be permitted on any Waterway without the written approval of the Master Association Board unless such vehicle is engaged in an emergency procedure.

4.18 Animals/Pets. No animals, birds, insects, or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance and is necessary to the conduct of a commercial business. This paragraph does not apply to the keeping of domesticated dogs, cats or other household pets which do not unreasonably bother or constitute a nuisance to others. Each dog in Lakeharbor shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner.

4.19 Business and Commercial Uses in Non-commercial Areas. No portion of the Common Area, or any residential Lot, Property Unit, or structure thereon, shall be used for the conduct of any trade or business or professional activities; provided, that professional and administrative work that is done from the inside of one's home may be carried out, so long as the activity does not create any visible or audible indicia of business activity, including, but not limited to, signage; outside storage of equipment or materials; inside storage of hazardous materials; increased third party traffic or parking; customers, vendors, or non-resident employees present on site; or excess noise from machinery, tools, or other devices. The restrictions on business and commercial use contained in this Section 4.19 shall not apply to the commercial portions of the Property identified on the Plats for Lakeharbor Nos. 2, 3, 4, and 8, which commercial areas are for office and retail activity as may be further defined and restricted in rules established by the Master Association or the Local Association having jurisdiction thereof and any Supplemental Declarations applicable thereto.

4.20 Use Restrictions. Subject to applicable law, bikini bars, sexually oriented businesses, or uses of similar nature are prohibited. The use of automobiles or other heavy equipment in landscaped areas, camping, excavation, or like activities that can cause damage or disruption to the use of any member is prohibited in common areas, without prior authorization from the Board. Alterations to common areas shall not be made without prior authorization from the Board.

ARTICLE V

LAKEHARBOR ("MASTER") ASSOCIATION

5.1 Organization of Lakeharbor Association. Lakeharbor Master Association, Inc. ("Master Association") is organized as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this

Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise agreed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Master Association, and no Owner shall have more than one membership in the Master Association. Memberships in the Master Association shall be appurtenant to the Tract, Building Lot or other portion of the Property owned by such Owner. The memberships in the Master Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Master Association.

5.3 Voting. Voting in the Master Association shall be carried out by Delegates who, acting on behalf of Local Associations shall cast the votes attributable to the Property Units in their respective Tracts. The number of votes any Delegate may cast on any issue is determined by the number of full Property Units existing in the Tract which such Delegate represents. Any fractional Property Unit existing after the Property Units in such Tract are totaled shall not be counted.

5.3.1 Only Delegates Vote. All voting power in the Master Association shall be exercised by Delegates selected by the Local Associations as provided in Article VI, and no Member who is not a Delegate shall be entitled to vote. The Board shall recognize only one Delegate from each Local Association.

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

5.4.1 The Master Association Board of Directors shall, at all times, have all directors elected or appointed from among the Owners, and majority of its directors must keep primary residences within Lakeharbor. For purposes of board composition and this Section 5.4.1, an Owner shall be considered to keep primary residence within Lakeharbor if the Owner resides in Lakeharbor for six (6) months each year or longer.

5.5 Powers and Duties of the Master Association.

5.5.1 Powers. The Master Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, this Master Declaration, and any Amended or Supplemental Declarations. It shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by the Master Association under Idaho law and under this Declaration, and any Supplemental Declaration, the Articles, and the Bylaws, and to do and perform any and all acts which may be necessary to, proper for or incidental to the proper management and operation of the Common Areas and its other assets, including water rights, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Master Association rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof. The Association is further authorized to perform such other acts, whether or not expressly authorized by this Declaration or any Supplemental Declaration, as may be reasonably advisable or necessary to enforce any of the provisions thereof, or of the Articles or Bylaws. Consistent with Idaho Code § 55-3206 or such Idaho laws as may hereafter be amended or repealed, the Association shall have the power to assess fines against an Owner, and their Lot, for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

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

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

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

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

and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes.

5.5.1.6.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes; and

5.5.1.6.3 Any similar public or quasi-public improvements or facilitates.

The right to grant such licenses, easements and rights-of-way is hereby expressly reserved to the Master Association.

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

5.5.2.1 Operation and Maintenance Of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area (other than Local Common Areas), public rights-of-way, and Waterways, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Master Association. All Waterways shall be maintained in accordance with sound hydrological principles, with particular attention to the protection and husbandry of the aquatic habitat. The Master Association shall be responsible for maintaining any lake constructed on the Property even though the lake extends over Building Lots, up to the edge of any Improvement on each Building Lot extending into, on, over or under the water. The Board of Directors, on behalf of the Master Association, may contract with a Local Association for the operation, management, and maintenance of Local Common Areas. All Common Areas, including the lake and shoreline, are for the use of and access by Members only, provided, use and access rights may be delegated to family members, tenants or contract purchasers who reside on such Owner's Building Lot consistent with the rights provided for in Article VII.

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

5.5.2.3 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Lakeharbor Common Area, and to manage for the benefit of Lakeharbor all water rights and rights to receive water held by the Master Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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

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

5.5.2.4.2 Comprehensive public liability insurance insuring the Board, the Master Association, and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Lakeharbor Common Area. Limits of liability of such coverage shall be as follows: Not less than Two Million Dollars (\$2,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence with respect to personal injury or death, and property damage.

5.5.2.4.3 Full coverage directors' and officers' liability insurance with a limit of at least Four Hundred Fifty Thousand Dollars (\$450,000).

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

5.5.2.4.5 The Master Association shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under such policies and shall have full power to receive their interests in such proceeds and to deal therewith.

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

5.5.2.4.7 Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a mortgagee or Owner of a Building Lot within the project, except to the extent

such coverage is not available or has been waived in writing by the FNMA, GNMA or FHLMC, as applicable.

5.5.2.5 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable, including rules relating to use of the Common Area, private roadways, and Building Lots.

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

5.6 Personal Liability. Neither the Board, the Architectural Committee, any Director, Officer, Committee Member, Manager or Agent of the Master Association shall have personal liability to any Owner or third-party claimant for actions or inactions taken under these covenants, or other governing documents, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, and without malice.

5.7 Budgets and Financial Statements. Financial Statements for the Master Association shall be prepared regularly, and copies shall be distributed to each Member of the Master Association and Mortgagees as follows:

5.7.1 A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year.

5.7.2 Within thirty (30) days after the close of each fiscal year, the Master Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Master Association's fiscal year and annual operating statement reflecting the income and expenditures of the Master Association for its fiscal year. Copies of the balance sheet shall be made available to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Master Association. Each year the Master Association shall hold at least one meeting of all Members, including all Delegates, provided that such meeting shall occur no earlier than April 15th and no later than May 31st of each year. Special Meetings may be called at any time throughout the year as provided by Idaho law and the Bylaws. Notice for all Master Association meetings shall be given by regular mail, email, or other electronic means approved by the Board to all Delegates not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Delegates representing Owners holding at least more than fifty percent (50%) of the total votes of all Property Units shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Delegate(s) present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Delegate shall constitute a quorum. Meetings may be held in person, remotely, electronically, or by hybrid meeting models. The Owners, by approving this Declaration shall be deemed to have consented to such meeting formats pursuant to the requirements of Idaho Code § 55-3204(3)(a).

5.9 Removal of Directors. The Bylaws may provide for the manner and method of removal of Directors and Officers of the Master Association.

5.10 Meetings of the Board. Consistent with Idaho law, Members may attend meetings of the Board. The Board shall take reasonable steps to provide notice of its meetings to the Delegates or membership generally by regular mail, email, or other electronic means such as posting a calendar of meetings on a website or by use of other electronic applications. Meeting minutes shall be kept and provided to Delegates in a timely manner, provided, the failure to keep or provide minutes will not alone constitute cause to invalidate an action of the Board otherwise lawfully taken. Delegates shall, within ten (10) days of their election, provide a current postal and email address to the Association and always keep said contact information current during the term of their service as a Delegate.

ARTICLE VI

LOCAL ASSOCIATIONS

6.1 Management, Powers, and Duties. Each Local Association shall be managed in the same manner specified in the Applicable Supplemental Declaration and/or in the Articles and Bylaws of the Local Association, shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions including levying Assessments, assessing fines if the applicable local CC&Rs allow, adopting rules and regulations, granting easements and licenses, managing property and water rights, paying expenses, taxes, assessments, utility charges, insurance premiums and preparing budgets and financial statements as are provided for herein for the Master Association except as modified herein or by a Supplemental Declaration. The Board members, officers, and managers also shall be free of personal liability as to the Local Association in the same manner as described herein with respect to the Master Association.

6.2 Members. Where a Local Association is created, the Members thereof shall be all the Owners of Building Lots in the respective Tracts designated in the Supplemental Declarations. Memberships may be transferred only as specified in Section 5.2 for the Master Association.

6.3 Voting in Local Associations. The number of votes each Member may cast on a single vote will be determined according to the number of Property Units existing on that portion of the Property the Member owns, in the same manner and amounts as votes are allocated to Delegates in section 5.3. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Property Units on the Building Lot.

The votes attributable to the Property Units in each Building Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that Owner was acting with authority and consent of all other Owners of the Property Unit from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer

the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee or beneficiary as provided herein.

6.4 Annual Meetings of Local Association. There shall be an annual meeting of the Members of each Local Association no more than sixty (60) days before and no more than thirty (30) days after every annual meeting of the Master Association. The first annual meeting of the Members in such Local Association shall be held on or before April 5th of the year following the first sale of a Building Lot in the Tract covered by such Local Association. Such meeting shall be held on the Tract which the Local Association covers, or at such other convenient location in or near the Property as may be designated in the notice of such meeting. Written notice by regular mail, email, or other electronic means approved by the Board of the time, place and purpose of each annual meeting shall be sent to each Member of the Local Association no fewer and no more than thirty (30) days before the meeting as provided in the Local Associations Bylaws or Articles.

6.5 Special Meetings. A special meeting of the Local Association Members may be called at any reasonable time and place by written notice delivered to all Members not less than ten (10) nor more than thirty (30) days before the date fixed for such special meeting, specifying the date, time, and place thereof and the nature of the business to be conducted. Such notice shall be delivered by regular mail, email, or other electronic means approved by the Board.

6.6 Delegate Voting. Each Delegate of a Local Association shall be entitled to vote as provided in Section 5.3 and shall cast the votes which the Delegate represents in such manner as the Delegate may, in Delegate's sole discretion, deem appropriate unless directed by vote of the Local Association to cast the votes in a different manner. When a Delegate is voting in Delegate's own discretion without instruction from the Members Delegate represents, then such Delegate shall cast all of the votes which Delegate represents as a unit and may not apportion some in favor of a given proposition and some in opposition.

6.7 Quorum and Officers of Meetings. The presence at any regular or special meeting, in person or by written proxy, of the Members entitled to vote at least twenty-five percent (25%) of the total votes within such Local Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called. At such a second meeting a quorum shall constitute the number of members specified in the Local Association's Articles and Bylaws. The Members present at each meeting shall select a chairperson to preside over the meeting and a secretary to transcribe the minutes of the meeting.

ARTICLE VII

RIGHTS TO COMMON AREA

7.1 Use of Lakeharbor Common Area. Every Owner shall have a right and easement to use each parcel of the Lakeharbor Common Area, and to the extent permitted by the appropriate Supplemental Declaration, each parcel of Local Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provision(s):

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

7.2 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and rules and regulations of the Master Association or any Local Association, as the case may be, Owner's right of enjoyment to the Local Common Area, or the Lakeharbor Common Area, to the members of Owner's family, Owner's tenants or contract purchasers who reside on such Owner's Building Lot.

7.3 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, Owner's resident tenant or contract purchaser or Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VIII

ASSESSMENTS

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

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

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

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

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

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis by making advance estimates of the expected Expenses for the coming year. The Board can require, at its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Lakeharbor for the purposes of a Master Association's Regular Assessment and in the applicable Tract for the purposes of a Local Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

8.2.3 Amounts Paid by Owners. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

8.2.3.1 As to the Master Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Property Units attributable to the Owner by the total number of Property Units in the Property.

8.2.3.2 As to any Local Association, each Owner who is also a Member of such Association shall be assessed and shall pay an amount computed by multiplying such Association's total advance estimate of Expenses by the fraction produced by dividing the number of Property Units in the applicable Tract attributable to such Owner by the total number of Property Units in such Tract.

8.3 Special Assessments.

8.3.1 Purpose and Procedure. In the event that the Board of an Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area owned or managed by such Association, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that calendar year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs, including attorney's fees, incurred in bringing the Member and/or Owner's Building Lot into compliance with the provisions of the governing instruments for Lakeharbor, or for such other charges that are appropriately applied to one or more Owners, but less than all the owners.

8.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Property Unit for all Members of the Association obligated to pay such Assessments.

8.6 Assessment Period. Unless otherwise provided in the Bylaws of the Local Association or the applicable Supplemental Declaration, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the calendar year and shall be payable in equal monthly installments.

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

8.8 Estoppel Certificate. Any Association, upon at least twenty (20) days prior written request, shall execute, acknowledge, and deliver to the party making such request, a statement in writing stating whether or not to the knowledge of such Association a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge.

8.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, or for the Purpose of instructing a Delegate as to Delegate's vote shall be sent to all Members of such Association not less than thirty (30) days nor more than sixty (60) days before the meeting by regular mail, email, or other electronic means approved by the Board. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of such Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE IX

ENFORCEMENT OF ASSESSMENTS; LIENS

9.1 Right to Enforce. Both the Master Association and each Local Association has the right to collect and enforce its Assessments pursuant to the provisions hereof or the provisions of any applicable Supplemental Declaration. Each Owner of a Building Lot upon becoming an Owner of such Building Lot shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration or any applicable Supplemental Declaration and agrees to the

enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board of an Association or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or such Board may exercise the power of foreclosure and sale pursuant to section 9.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

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

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

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

9.4 Required Notice. Notwithstanding anything contained in this Master Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the

expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot described in such notice of delinquency and claim of lien, and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in section 9.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, an account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Master Declaration.

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

ARTICLE X

INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

10.1 Member's Right of Inspection. The Board shall take reasonable steps to comply with record retention and production requirements of Idaho laws, including Idaho Code Title 30 Chapter 30 Part 11 and Idaho Code § 55-3205, or such laws as may from time to time be amended or repealed. The Board may delegate such responsibilities to a manager.

10.2 Rules Regarding Inspection of Books and Records. The Board may establish reasonable rules with respect to records retention and requests for records by Members.

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

ARTICLE XI

ARCHITECTURAL COMMITTEES

11.1 Creation. The Committee shall consist of three (3) members. Each member shall hold office until such time as the member has resigned or has been removed, or the member's successor has been appointed, as provided herein. Members of the Committee shall serve at the pleasure of the Board of Directors and may be appointed and removed by majority vote of the Board at any time with or without cause. In the event of a vacancy of one or more Committee positions the Board of Directors may assign one or more Directors to serve on the Committee until such time as the position is filled.

11.2

Reserved.

11.3 Review of Proposed Construction. The Committee 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 as from time to time shall be assigned to it by the Board of the Master Association, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Master Association Board shall have power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Committee review and approval. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on either the Master Association or any Local Association.

11.3.1 Conditions on Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, or upon all three, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

11.3.2 Committee Rules and Fees. The Committee also may issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions, including Architectural Design Guidelines. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed Two Hundred Fifty Dollars (\$250.00). Such fees shall be used to defray the costs and expenses of the Committee or for such other purposes as established by the Board.

11.3.3 Detailed Plans. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions, or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

11.3.4 Committee Decisions. Decisions of the Committee and the reasons therefore shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Committee.

11.4 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 11.9. In the absence of such designation, the vote of any

two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

11.5 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

11.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

11.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

11.7.1 Upon the completion of any work for which approved plans are required under this article, the Owner shall give written notice of completion to the Committee.

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

11.7.3 If upon the expiration of thirty (30) days from the date of such notification or any longer time the Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Master Association Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Master Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Master Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

11.7.4 If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

11.8 Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition, solely on the basis of aesthetic

considerations 'and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

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

11.10 Local Architectural Committee. The Local Association Board of Directors may, at its option, create a three member Local Architectural Committee for the property contained in any Tract designated by a Supplemental Declaration. Upon its formation, all proposals, plans and specifications for Improvements within the Tract requiring approval of the Architectural Committee described above must also be submitted to the Local Architectural Committee for its approval. Each provision of this Article shall apply to the Local Architectural Committee as if it were the Architectural Committee and to the Local Association as if it were the Master Association, except to the extent that such interpretation would be in conflict with the provisions of this Article.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTIES

12.1 Master Association. Annexed Tracts may be created and brought within the provisions of this Master Declaration, by the Master Association upon the exercise by Delegates of at least two-thirds (2/3) of the votes of the Master Association.

12.2 Rights and Obligations of Owners of Annexed Tracts. Subject to the provisions of section 12.1, upon the recording of a Supplemental Declaration as to any Annexed Tract all provisions, contained in this Master Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as specifically provided in such Supplemental Declaration, such Annexed Tract shall be treated for all purposes as a Tract as defined above. The Owners of lots located in the Annexed Tracts shall become members of the Master Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Master Association within said Annexed Tracts shall be conveyed to the Master Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants,

conditions, and restrictions then of record, including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts.

12.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 12.1 shall be made by recording a Supplementary Declaration of Annexation including Covenants, Conditions and Restrictions, or other similar instrument with respect to the Annexed Tract, which shall be executed by the Association and the owner thereof and which shall annex such property to the Property. Thereupon each Annexed Tract shall be a part of the Property, shall be subject to this Master Declaration and encompassed within the general plan and scheme of Restrictions contained herein as modified by such Supplemental Declaration, and shall be subject to the functions, powers and jurisdiction of the Master Association and any Local Association established for the area encompassing such Annexed Tract. Such Supplemental Declaration of Annexation or other appropriate document may contain such additions, modifications or deletions of the Restrictions contained in this Master Declaration as may be deemed by the Master Association desirable to reflect the different Character, if any, of the Annexed Tract. However, in no event shall such Supplemental Declaration of Annexation revoke, modify or add to the Restrictions established by this Master Declaration as they pertain to the Property and the Owners. If any Annexed Tract is created, the Master Association and the Local Association shall have the authority to levy assessments against the Owners located within such Tract, and the Master Association shall have the duty to maintain additional Lakeharbor Common Area located within the Annexed Tract if so, specified in any Supplemental Declaration. No annexation of property shall substantially increase Assessments payable by Owners.

12.5 Deannexation. Any portion of the Property may be deannexed only on the favorable vote of seventy-five (75%) of all members of the Master Association.

ARTICLE XIII

EASEMENTS

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

13.2 Easements of Access. There shall be easements of access, ingress and egress for the Master Association to and from all Lots for installation and repair of utility services, including, but not limited to, irrigation facilities, and for necessary maintenance and repair of any improvement.

13.3 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Master Declaration shall be subject to all easements heretofore or hereafter granted for the installation and maintenance of utilities and drainage facilities. The Master Association shall have the right to grant additional easements and rights-of-

way over the Property and/or a Tract, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property.

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

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

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

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

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

13.7 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors, and agents, to enter those portions of Building Lots contiguous to the Common Area owned or managed by such Association and not enclosed by fences for the purpose of installing, maintaining, replacing, and restoring exterior landscaping. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree, and shrub trimming and pruning, seasonal planting and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

13.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the "eave line."

13.9 Maintenance and Use Easement Between Walls and Property Lines. Whenever the wall of a structure, or a fence constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the property line of

such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the property line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

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

ARTICLE XIV

MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run with the land in perpetuity, unless amended as herein provided.

14.2 Amendment. Except where a greater percentage is required by express provision in this Master Declaration, the provisions of this Master Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Master Association certifying that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Master Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article shall require the vote or written consent of all of the Members holding all of the voting power of the Master Association.

14.3 Mortgage Protection. The lien of assessments, including interest, late charges (subject to the limitations of Idaho law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a prior, recorded institutional first or second mortgage shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee

holding an institutional first or second mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquirer. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail, email, or other electronic means approved by the Board. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Master Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Master Association. Such an address may be changed from time to time by notice in writing to the Master Association. The Board may require Owners to provide an email or other means of contact for receiving notices.

14.5 Enforcement and Non-Waiver.

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

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

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

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

14.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision or any other provision' of said restrictions.

14.6 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Property. This Master Declaration shall be construed and governed under the laws of the State of Idaho. Any references to the Idaho Code shall be construed to the extent possible to include any future amendments or changes in the law.

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

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph 14.6.1, each of the provisions of this Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

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

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

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

The Master Association does hereby certify, by signature of the President and Secretary below, that this Declaration was amended and approved by more than 50% of the votes of the Master Association.

LAKEHARBOR MASTER ASSOCIATION, INC.

By: _____
Its: President

David B. Fujii
David B. Fujii

STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 12th day of February, 2024, personally appeared before me Dave Fujii, who being by me duly sworn, did say that he/she is the President of the Lakeharbor Master Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Brandi Pearson

Notary Public

LAKEHARBOR MASTER ASSOCIATION, INC.

RM Gordon

By:

Its: Secretary

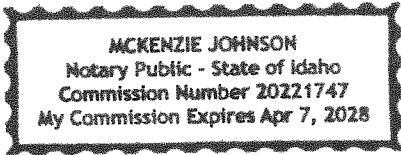
STATE OF IDAHO)

: ss

COUNTY OF ADA)

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On this 24th day of January, 202~~3~~⁴, personally appeared before me Robert M. Gordon, who being by me duly sworn, did say that he/she is the Secretary of the Lakeharbor Master Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



McKenzie Johnson
Notary Public

EXHIBIT "A"

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 1 recorded August 2, 1985 in the Ada County Recorder's Office as Instrument No. 8540679.

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 2 recorded August 2, 1985 in the Ada County Recorder's Office as Instrument No. 8540680.

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 3 recorded August 2, 1985 in the Ada County Recorder's Office as Instrument No. 8540681.

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 4 recorded August 2, 1985 in the Ada County Recorder's Office as Instrument No. 8540682.

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 5 recorded April 24, 1987 in the Ada County Recorder's Office as Instrument No. 8724235.

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 6 recorded July 11, 1989 in the Ada County Recorder's Office as Instrument No. 8932235.

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 7 recorded April 26, 1990 in the Ada County Recorder's Office as Instrument No. 9021702.

All Lots and Blocks as depicted on the Plat of Lakeharbor Subdivision No. 8 recorded June 15, 1993 in the Ada County Recorder's Office as Instrument No. 9346116.

All Lots and Blocks as depicted on the Plat of Berridge Subdivision recorded December 2, 1908 in the Ada County Recorder's Office as Instrument No. 21890.

All Lots and Blocks as depicted on the Plat of Lake River Estates recorded July 6, 1994 in the Ada County Recorder's Office as Instrument No. 94063883.

All Lots and Blocks as depicted on the Plat of Goose Creek Condominiums recorded September 15, 2006 in the Ada County Recorder's Office as Instrument No. 106148166.

All Lots and Blocks as depicted on the Plat of Triad Park Subdivision recorded October 16, 1995 in the Ada County Recorder's Office as Instrument No. 95075458.

All Lots and Blocks as depicted on the Plat of Silverlake Terrace Subdivision recorded August 14, 2001 in the Ada County Recorder's Office as Instrument No. 101082936.

All Lots and Blocks as depicted on the Plat of Eastlake Subdivision recorded March 12, 2002 in the Ada County Recorder's Office as Instrument No. 102029809.

All Lots and Blocks as depicted on the Plat of Honnold Subdivision recorded January 6, 2004 in the Ada County Recorder's Office as Instrument No. 104001306.

All Lots and Blocks as depicted on the Plat of Pymont Subdivision recorded September 18, 1997 in the Ada County Recorder's Office as Instrument No. 98089676.

All Lots and Blocks as depicted on the Plat of Tivoli Gardens Subdivision recorded March 1, 2002 in the Ada County Recorder's Office as Instrument No. 102025382.

EXHIBIT "A" CONTINUED

(LAKESIDE PROPERTY)
DESCRIPTION FOR
LANDSING CORPORATION

ALL OF LOTS 12 THROUGH 18 AND A PORTION OF LOT 11, ALL OF
BLOCK 1, ALL OF LOTS 19 THROUGH 23 AND A PORTION OF LOT 24, ALL
OF BLOCK 2, AND THE VACATED PORTION OF WYLIE STREET, ALL OF LOT 1,
SECTION 31, T.4N., R.2E., B.M., (KNOWN AS J. A. AMES SUBDIVISION),
ALL OF LOTS 29 THROUGH 31, LOTS 34 THROUGH 40, LOTS 42 THROUGH 45,
PORTIONS OF LOTS 32 AND 33, AND THE VACATED PORTION OF
WEST STREET, BERRIDGE SUBDIVISION,
PORTIONS OF GOVERNMENT LOT 1, SE 1/4 AND THE N 1/2 SE 1/4, SECTION 30,
THE SW 1/4, SECTION 29 AND GOVERNMENT LOT 1, NE 1/4, SECTION 31,
ALL IN T.4N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

A parcel of land being all of Lots 12 through 18 and a portion of Lot 11 all of Block 1, all of Lots 19 through 23 and a portion of Lot 24 all of Block 2 and the vacated portion of Wylie Street all of Lot 1, Section 31, T.4N., R.2E., B.M. (known as J. A. Ames Subdivision), as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 5 of Plats at page 212, all of Lots 29 through 31, Lots 34 through 40, Lots 42 through 45, portions of Lots 32 and 33 and the vacated portion of West Street of Berridge Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 4 of Plats at page 173, portions of Government Lot 1 of the SE 1/4 and the N 1/2 of the said SE 1/4 of Section 30, the SW 1/4 of Section 29 and Government Lot 1 of the NE 1/4 of Section 31 and all in T.4N., R.2E., B.M., Boise, Ada County, Idaho and more particularly described as follows: Beginning at the section corner common to Sections 29, 30, 31 and 32 of the said T.4N., R.2E., B.M., also said point being the REAL POINT OF BEGINNING; thence North 0°02'06" East 0.66 feet along the Easterly boundary of the said Section 30 to an iron pin marking the Northeast corner of the said J.A. Ames Subdivision; thence North 89°28'56" West 849.93 feet along the Northerly boundary of the said J.A. Ames Subdivision to an iron pin; thence South 0°38'35" West 317.43 feet to a drill steel on the Southerly right-of-way line of the said Wylie Street; thence South 89°25'38" East 19.50 feet along the said Southerly right-of-way line of Wylie Street to an iron pin; thence South 0°38'35" West 283.46 feet to an iron pin on the high-water line of the Boise River; thence North 77°15'00" West 251.31 feet along the said high-water line of the Boise River to a point; thence South 59°41'30" West 51.00 feet along the high-water line of the Boise River to a point; thence North 43°22'30" West 22.00 feet along the high-water line of the Boise River to a point; thence North 85°53'30" West 43.77 feet along the high-water line of the Boise River to a point; thence leaving the said high-water line of the Boise River North 31°44'17" West 17.43 feet to an iron pin; thence South 86°05'05" West 101.28 feet to an iron pin; thence North 83°15'15" West 320.21 feet to an iron pin; thence North 61°59'34" West 72.53 feet to an iron pin; thence North 53°30'04" West 215.97 feet to an iron pin; thence North 45°27'28" West 107.93 feet to an iron pin; thence North 27°10'36" West 162.86 feet to an iron pin; thence North 5°28'14" West 108.73 feet to an iron pin; thence North 13°48'34" East 66.38

feet to an iron pin; thence North 15°47'46" West 83.42 feet to an iron pin; thence North 74°12'14" East 100.00 feet to an iron pin; thence North 15°47'46" West 65.84 feet to an iron pin; thence North 25°12'51" West 196.23 feet to an iron pin; thence North 36°41'52" East 134.41 feet to an iron pin; thence North 53°18'08" West 106.63 feet to an iron pin; thence South 37°18'04" West 121.10 feet to an iron pin on the said high-water line of the Boise River; thence along the said high-water line of the Boise River the following courses and distances: North 37°01'46" West 79.74 feet to a point; thence North 23°21'00" West 199.32 feet to a point; thence North 23°54'25" West 73.30 feet to a point; thence North 35°48'20" West 129.20 feet to a point; thence North 19°34'50" West 88.60 feet to a point; thence North 53°51'21" West 25.26 feet to a point; thence North 7°02'00" West 15.50 feet to a point; thence North 35°10'00" West 136.40 feet to a point; thence North 46°58'50" West 165.90 feet to a point; thence North 59°41'20" West 143.00 feet to a point; thence South 79°59'30" West 32.80 feet to a point; thence North 53°43'30" West 44.28 feet to a point; thence North 26°57'30" West 17.34 feet to an iron pin on the Northerly boundary of the said Government Lot 1 of the SE 1/4 of Section 30; thence leaving the said high-water line of the Boise River South 89°28'40" East 568.21 feet along the said Northerly boundary of Government Lot 1 of the SE 1/4 of Section 30 to an iron pin; thence South 29°28'00" East 482.49 feet to an iron pin marking the point of beginning of curve; thence Northeasterly along a curve to the right 101.14 feet, said curve having a central angle of 10°09'43", a radius of 570.25 feet, tangents of 50.70 feet and a long chord of 101.01 feet bearing North 56°30'12" East to an iron pin marking the point of tangent; thence North 61°35'04" East 331.15 feet to an iron pin; thence North 37°18'04" East 376.48 feet to an iron pin; thence North 28°18'37" East 815.24 feet to an iron pin; thence North 49°15'39" West 28.72 feet to an iron pin; thence North 34°44'40" East 171.51 feet to an iron pin on the Southwesterly right-of-way line of State Highway No. 44 - West State Street; thence South 49°27'12" East 1,204.98 feet along the said Southwesterly right-of-way line of State Highway No. 44 to a highway right-of-way monument marking the most Northerly corner of the said Lot 29 of Berridge Subdivision; thence South 49°09'28" East 540.80 feet along the said Southwesterly right-of-way line of State Highway No. 44, which is also the Northeasterly boundary of the said Berridge Subdivision, to an iron pin; thence South 40°50'32" West 250.62 feet to an iron pin; thence South 49°09'28" East 105.50 feet along a line Southwesterly of and parallel with the said Southwesterly right-of-way line of State Highway No. 44 to an iron pin; thence North 40°50'32" East 250.62 feet to an iron pin on the said Southwesterly right-of-way line of State Highway No. 44; thence South 49°09'28" East 255.79 feet along the said Southwesterly right-of-way line of State Highway No. 44 to an iron pin marking the most Northeasterly corner of the said Lot 35 of Berridge Subdivision; thence South 40°50'32" West 341.91 feet along the Southeasterly boundary of the said Lot 35 of Berridge Subdivision to an iron pin; thence South 49°09'28" East 30.00 feet to an iron pin on the Northwesterly boundaries of the said Lots 42 and 36 of Berridge Subdivision; thence North 40°50'32" East 341.91 feet along the Northwesterly boundaries of the said Lot 42 and Lot 36 of Berridge Subdivision to an iron

pin marking the Northwesterly corner of the said Lot 36 of Berridge Subdivision; thence South 49°09'28" East 104.82 feet along the said Southwesterly right-of-way line of State Highway No. 44 to an iron pin marking the point of beginning of curve; thence Southeasterly along the said Southwesterly right-of-way line of State Highway No. 44 along a curve to the right 266.48 feet, said curve having a central angle of 2°41'00", a radius of 5,689.95 feet, tangents of 133.26 feet and a long chord of 266.45 feet bearing South 47°59'00" East to a highway right-of-way monument marking the point of tangent; thence South 46°38'30" East 368.33 feet along the said Southwesterly right-of-way line of State Highway No. 44 to an iron pin marking the Northeasterly corner of the said Lot 40 of Berridge Subdivision; thence South 40°50'32" West 553.93 feet along the Southeasterly boundary of the said Lot 40 of Berridge Subdivision to an iron pin on the Southerly boundary of the said SW 1/4 of Section 29; thence North 89°57'04" West 888.61 feet along the said Southerly boundary of the SW 1/4 of Section 29 to the point of beginning, comprising 120.24 acres, more or less, SUBJECT TO: All existing easements and road rights-of-way, as filed for record in the office of the Ada County Recorder, Boise, Idaho of the above-described parcel of land.