



LAND DIVISION

Permit info: SUBFY2026-0003

Application Date: 7/10/2026

Rec'd by:

FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921 (tel.)
208.472.2926 (FAX) ▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

CONTACT INFORMATION

APPLICANT

Name: Glancey Rockwell & Associates - David Glancey

Address: 1257 West River Street, Suite 110
Boise, ID 83705

Email: office@grboise.com

Phone: 208-345-0566

OWNER

Name: Brundage Bungalows, LLC

Address: 6568 S Federal Way, Suite 168
Boise, ID 83716

Email:

Phone: 208-795-0314

PROPERTY INFORMATION

Subdivision/Project Name: Stonewater 48

Site address: 311 East 48th Street Garden City, ID 83714

Description of Existing Use(s): Single Family Residential

Description of Surrounding Uses: Single Family Residential, Proposed Multifamily to the Northeast

APPLICATION INFORMATION

☐ Minor Land Division ☐ Preliminary Plat ☒ Planned Unit Development
☒ Combined Preliminary/Final Plat ☐ Final Plat ☐ Condominium

If final plat have there been any changes since the preliminary plat? Y/ N

Number of residential lots 14 Number of commercial lots _____ Number of mixed use lots _____

Number of common lots 1 Square feet of common open space _____

Are any improvements planned within the common open space area? If so, specify.

Dog Park, BBQ/Picnic Area, Site Drainage

What public services and facilities are required for this development? _____ Fire Protection _____ Police Protection _____ Water _____ Sewer _____ Drainage _____ Streets _____ Schools _____

What housing types are proposed? MARK ALL THAT APPLY

Single Family _____ Condos _____ Townhomes 14 Live/Work _____

Manufactured/ Mobile Homes _____ N/A _____

Is this plat a portion of a larger land holding intended for subsequent development? If yes, please explain. No

Is the project within the Floodplain? No

Are there any proposed uses not allowed in the zoning district where the project is located? If so, specify. If so, what is the gross land area devoted to such uses? No

What is the effect of this site development on roadways and traffic conditions? Minimal

Are there new roads proposed/required? No, private drive

Are there new ingress/egress being proposed? Yes

How has off-street parking and loading been arranged and sized to prevent traffic congestion? Yes

How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation? Internal sidewalks that connect to public way.

Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit?

No adjacent bicycle/pedestrian pathways or region transit.

What neighborhood characteristics exist or are planned which make this development compatible with the neighborhood and adjoining properties?

The NE parcel has already been reviewed for a townhouse development.

What is the effect of this site development on the adequacy of storm and surface water facilities?

No change. The site will retain storm water on-site.

How will the design create a sense of place (usable open space, public art, visual focus points)?

How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust?

Project complies with required Tree Mitigation requirements and will provide adequate plantings.

What type of water will be used for landscaping? ☒ Irrigation - Non-Potable
☐ Irrigation - Potable ☐ City Water System

Have native or drought resistant plants been utilized in the landscaping plan? If so what types and what percentage of the overall landscape is dedicated to these plants?

Appropriate plants have been selected and cover 21% of the site.

What sustainable concepts have been incorporated into the design?

APPLICATION INFORMATION REQUIRED

NOTE:

AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

TWO (2) HARD COPIES OF EACH CHECKLIST ITEM REQUIRED

- | | |
|---|---|
| ☐ Planning Submittal Form | ☐ Compliance Statement |
| ☐ Preliminary Title Report | ☐ Statement of Intent |
| ☐ Legal Description | ☐ Approved Sketch Plat |
| ☐ Neighborhood Map | ☐ Trash Disposal Plan |
| ☐ Sketch Map (Required for subs with 4 or more proposed lots) | |
| ☐ Subdivision Map | |
| ☐ Site Plan | |
| ☐ Landscape Plan | |
| ☐ Schematic Drawings | |
| ☐ Lighting Plan | |
| ☐ Topographic Survey | |
| ☐ Grading Plan | |
| ☐ Soils Report | |
| ☐ Hydrology Report | |
| ☐ Engineering Drawings and Specifications | |
| ☐ Natural Hazard and Resources Analysis | |
| ☐ Dedications and Easements | |
| ☐ Covenants and Deed Restrictions | |
| ☐ Ability to Serve Letter | |
| ☐ Neighborhood Meeting Verification | |
| ☐ Affidavit of Legal Interest | |
| ☐ Affidavit of Posting and Photos (Due 10 days before the hearing) | |
| ☐ Irrigation/Ditch Company Information Form | |
| ☐ Locations, elevations, and materials of proposed signage or Master Sign Plan | |
| ☐ Waiver Request of Application Materials | |

FOR CONDOMINIUM SUBDIVISIONS:

IN ADDITION TO THE ABOVE REQUIRED DOCUMENTS AND INFORMATION, THE FOLLOWING MUST BE SUBMITTED:

- ☐ Diagrammatic floor plans of the building or buildings built or to be built in Sufficient detail to identify each unit, its relative location and approximate dimensions, showing elevations where multi-level or multi-story structures are diagrammed
- ☐ A declaration and by-laws consistent with the provisions contained in Idaho Code 15-1505

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS (PLEASE CHECK):

- ☐ Statement must include a list of the application materials to be waived and an explanation for the request.

INFORMATION REQUIRED ON COMPLIANCE STATEMENT (PLEASE CHECK):

- ☐ Statement explaining how the proposed structure(s) is compliant with the standards of review for the proposed application

INFORMATION FOR STATEMENT OF INTENT(PLEASE CHECK):

- ☐ Should include purpose, scope, and intent of project
- ☐ Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

INFORMATION FOR PRELIMINARY TITLE REPORT (PLEASE CHECK):

- ☐ Document confirming property has been purchased contingent to approvals by city and other agencies
- ☐ Document should confirm if there are liens on property and if there are other issues with title
- ☐ Document typically generated by lender or title company

INFORMATION FOR LEGAL DESCRIPTION (PLEASE CHECK):

- ☐ A document legally describing the property.
- ☐ Must have Ada County instrument number or county seal inscribed.

INFORMATION FOR SKETCH PLAT (PLEASE CHECK):

- ☐ A plat preliminary to the preparation of a preliminary plat that show the basic outline of the plat, including lots, roads, and dedicated sites.
- ☐ Required for subs with 4 or more proposed lots

INFORMATION REQUIRED ON NEIGHBORHOOD MAP (PLEASE CHECK):

- ☐ 8 ½" x 11" size minimum
- ☐ Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- ☐ Impact of the proposed siting on existing buildings, structures, and/or building envelopes

INFORMATION REQUIRED ON PRELIMINARY SUBDIVISION MAP (PLEASE CHECK):

- ☐ 30" x 42" minimum size
- ☐ Scale no less than one inch (1") to one hundred feet (100')
- ☐ The names, addresses, and telephone numbers of the planners, engineers, surveyors or other persons who designed the subdivision and prepared the plat
- ☐ The legal description of the proposed subdivision, and a topographical map showing the proposed subdivision at a scale of not less than one inch (1") to one hundred feet (100')
- ☐ The intended use of the lot such as: residential single-family, duplex, townhouse and multiple housing, commercial, industrial or recreational;
- ☐ A proposed building envelope shall be designated and dimensioned on each lot to demonstrate that a building can comply with the required setbacks. This building footprint is not binding on future building on the lot.
- ☐ Streets and public rights of way, including proposed street names and dimensions
- ☐ Blocks, if any, building envelopes and lot lines as required by subsection 10-4-4F of this Title, showing the dimensions and numbers of each. In addition to providing this information on the plat or supporting addenda, the applicant shall stake the perimeters of each lot and the center of its building envelope sufficiently to permit the Commission to locate the same when inspecting the site of the proposed subdivision
- ☐ Contour lines, shown at two foot (2') intervals, reference to an established bench mark, including location and elevation

- ☐ Location of any proposed or existing utilities, including, but not limited to, domestic water supply, storm and sanitary sewers, irrigation laterals, ditches, drainages, bridges, culvers, water mains, fire hydrants, and their respective profiles
- ☐ Location of bicycle parking
- ☐ Location of existing and proposed street lights
- ☐ Location of existing and proposed pedestrian and bicycle pathways

INFORMATION REQUIRED ON SITE PLAN(PLEASE CHECK):

- ☐ 24" x 36" size minimum
- ☐ Scale not less than 1" = 20'), legend, and north arrow.
- ☐ Property boundary, dimensions, setbacks and parcel size.
- ☐ Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- ☐ Building envelope dimensions with the center of the envelope location established in relation to the property lines
- ☐ Adjacent public and private street right of way lines
- ☐ Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations
- ☐ For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.
- ☐ The site plan shall demonstrate safe vehicular access as required in 8-4E-4
- ☐ Driveways, access to public streets, parking with stalls, loading areas.
- ☐ Sidewalks, bike and pedestrian paths.
- ☐ Berms, walls, screens, hedges and fencing.
- ☐ Location and width of easements, canals, ditches, drainage areas.
- ☐ Location, dimensions and type of signs.
- ☐ Trash storage and mechanical equipment and screening.
- ☐ Parking including noted number of regular, handicap and bike parking as well as dimensions of spaces and drive aisles depicted on plan
- ☐ Log depicting square footage of impervious surface, building and landscaping
- ☐ Location and height of fences and exterior walls
- ☐ Location and dimensions of outdoor storage areas
- ☐ Location of utilities and outdoor serviced equipment and areas
- ☐ Location of any proposed public art
- ☐ Location of any proposed exterior site furniture
- ☐ Location of any exterior lighting
- ☐ Location of any existing or proposed signage

INFORMATION REQUIRED ON LANDSCAPE PLAN (PLEASE CHECK):

- ☐ 24" x 36" size minimum
- ☐ Scale the same as the site plan.
- ☐ Type, size, and location of all existing and proposed plants, trees, and other landscape materials.
- ☐ Size, location and species of existing vegetation labeled to remain or to be removed.
- ☐ All areas to be covered by automatic irrigation, including location of proposed irrigation lines.
- ☐ Cross section through any special features, berms, and retaining walls.
- ☐ A plant list of the variety, size, and quantity of all proposed vegetation
- ☐ Log of square footage of landscaping materials corresponding to location

- ☐ Proposed storm water systems
- ☐ Locations and dimensions of open space

INFORMATION REQUIRED ON SCHEMATIC DRAWINGS (PLEASE CHECK):

- ☐ 11" x 17" size minimum
- ☐ Scale not less than 1/8 inch = 1 foot (1/8" = 1')
- ☐ Floor plans; elevations, including recorded grade lines; or cross sections that describe the highest points of all structures and/or buildings, showing relationship to recorded grade existing prior to any site preparation, grading or filing
- ☐ Decks, retaining walls, architectural screen walls, solid walls, and other existing and proposed landscape features shall be shown in elevations and sections with the details to show the completed appearance of those structures
- ☐ Overall dimensions of all proposed structures
- ☐ Specifications on exterior surface materials and color
- ☐ Sample materials (as determined by the staff)

INFORMATION REQUIRED ON LIGHTING PLAN (PLEASE CHECK):

- ☐ 11" x 17" size minimum
- ☐ Location, type, height, lumen output, and luminance levels of all exterior lighting
- ☐ Refer to Garden City Code 8-4A-6 for outdoor lighting requirements
- ☐ Location of municipal street lights

INFORMATION FOR TOPOGRAPHIC SURVEY (PLEASE CHECK):

- ☐ The topographic map is a map of the application site and adjoining parcels prepared by an engineer and/or land surveyor, and at a scale of not less than one inch (1") to twenty feet (20'). If the site has been known to have been altered over time, then the applicant shall provide evidence of the natural topography of the site.

INFORMATION REQUIRED ON GRADING PLAN (PLEASE CHECK):

- ☐ 11" x 17" size minimum
- ☐ Scale not less than one inch equals twenty feet (1" = 20')
- ☐ Two foot (2') contours for the entire proposal site
- ☐ One foot (1') contours for details, including all planimetric features
- ☐ Existing site features, including existing structures, trees, streams, canals, and floodplain hazard areas
- ☐ Existing easement and utility locations
- ☐ Approximate limiting dimensions, elevations, and finish contours to be achieved by the contemplated grading within the project, showing all proposed cut and fill slopes, drainage channels, and related construction; and finish and spot grade elevations for all wall and fence construction, and paved and recreational surfaces
- ☐ Slope and soil stabilization and re-vegetation plan, including identification of areas where existing or natural vegetation will be removed and the proposed method of re-vegetating. Show all areas of disturbance and construction fencing location; re-vegetation is required for all disturbed areas
- ☐ Proposed storm water systems

INFORMATION FOR SOILS REPORT (PLEASE CHECK):

- ☐ Prepared by a licensed engineer
- ☐ Report showing the nature, distribution, and strength of existing soil;
- ☐ Conclusions and recommendations for grading procedures

- ☐ Opinions and recommendations regarding the adequacy of the soil for the proposed development
- ☐ The design criteria for any corrective measures which are recommended

INFORMATION FOR HYDROLOGY REPORT(PLEASE CHECK):

- ☐ Prepared by a licensed engineer
- ☐ Description of the hydrological conditions existing within the proposed site, the adequacy of the existing conditions for the proposed project and the design criteria for any recommended corrective measures
- ☐ Map or drawing showing existing surface drainage patterns in the proposed site and identifying any anticipated changes in those patterns due to the project development
- ☐ For preliminary plat: Preliminary plans and approximate locations of all surface and subsurface drainage devices or other devices to be employed in controlling drainage water within the project site, including proposed, existing, and natural drainage swales, culverts, catch basins, and subsurface drain piping
- ☐ For final plat: A storm drainage plan shall be submitted showing compliance with the standards of section 8-4B-1. The storm drainage plan shall include:
 - a. A map indicating the on-site and off-site drainage applicable to the site
 - b. Detailed engineering plans of all subsurface drainage improvements to be constructed as a part of the proposed development
 - c. Location of all drainage easements, or drainage rights of way
- ☐ For a subdivision within a floodplain, documentation shall be provided that will show and explain at the following to demonstrate conformance with Chapter 3, Article B. Flood Hazard. Location of all planned improvements:
 - a. The location of the floodway and the floodway fringe per engineering practices as specified by the Army Corp of Engineers
 - b. The location of the present water channel
 - c. Any planned re-routing of waterways
 - d. All major drainage ways
 - e. Areas of frequent flooding
 - f. Means of flood proofing buildings, and means of insuring loans for improvements within the floodplain

INFORMATION FOR ENGINEERING DRAWINGS AND SPECIFICATIONS (PLEASE CHECK):

- ☐ Prepared by a licensed engineer
- ☐ The engineering drawings and specifications are for streets, water systems, sewers, and other required public improvements to support the proposal
- ☐ The plans shall contain sufficient information and detail to enable the Planning Official to make a determination as to conformance of the proposed improvements to applicable regulations, ordinances, and standards
- ☐ For a sexually oriented business: The applicant shall provide evidence certified by a professional land surveyor licensed in the State of Idaho that the proposed adult entertainment establishment conforms to the separation requirements as set forth in Section 8-2C-33 of this Title

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS (PLEASE CHECK):

- ☐ Prepared by a licensed engineer
- ☐ The natural hazards and resources analysis shall provide an inventory and recommendation regarding natural conditions existing on the site.
- ☐ The analysis shall include: significant natural resources existing on the site shall be identified including vegetation; fish and wildlife habitat; and water, including streams and riparian zones. A plan for preservation and/or

mitigation of significant resources should be prepared by a qualified professional.

- ☐ For subdivisions within a floodplain: Detained information on the nature, source, and extent of the hazard and the proposed actions to minimize or eliminate danger to public health, safety or property. The analysis shall include the following information:
 - a. The location of existing water channels and drainage ways, floodway, flood plain and base flood elevation
 - b. The location of all planned improvements including dams, dikes, and similar structures
 - c. All planned diversions, alterations or rerouting of channels and drainage ways.

INFORMATION FOR DEDICATIONS AND EASEMENTS (PLEASE CHECK):

- ☐ The statement of intent for dedications and/or easements shall include the location, size, dimensions, and purpose.

INFORMATION FOR COVENANTS AND DEED RESTRICTIONS (PLEASE CHECK):

- ☐ The draft of any proposed covenants and deed restrictions to be recorded with the plat or plat amendment.

INFORMATION FOR WILL SERVE LETTER (PLEASE CHECK):

- ☐ A document from the City Engineer certifying that a property has adequate access to city services.

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION (PLEASE CHECK):

- ☐ Copy of notice sent to property owners within 300' of an applicable property
- ☐ List of notice recipients with names and addresses
- ☐ Sign-up sheet from meeting

INFORMATION FOR AFFIDAVIT OF LEGAL INTEREST (PLEASE CHECK):

- ☐ A signed affidavit indicating legal interest in a property and application

INFORMATION FOR AFFIDAVIT OF PROPERTY POSTING AND PHOTOS (PLEASE CHECK):

- ☐ A signed affidavit affirming that the required sign has been posted on the property seventeen (17) days before the hearing
- ☐ Photos (digital or print) of posted sign
- ☐ Photos of posted sign must be clear enough to read the text

INFORMATION REQUIRED FOR IRRIGATION/DITCH INFORMATION FORM (PLEASE CHECK):

- ☐ Required if irrigation canal/irrigation ditch runs through property or along property lines

INFORMATION REQUIRED FOR MASTER SIGN PLAN (PLEASE CHECK):

- ☐ Required for commercial or mixed-use developments of two or more buildings
- ☐ Location, elevations, and materials of proposed signage

INFORMATION REQUIRED FOR TRASH DISPOSAL PLAN:

- ☐ Site photo
- ☐ Location, configuration, dimensions, type of containers, and number of containers
- ☐ Refer to Republic Services Solid Waste Design Standards.



6015 Glenwood Street Garden City, Idaho 83714
Phone 208 - 472-2921 Fax 208 - 472-2926
www.gardencityidaho.org

Affidavit of Legal Interest

State of Idaho)
)SS
County of Ada)

I, Brundage Bungalows, LLC, 6568 S Federal Way, Ste 168
Name Address of Owner
(must be primary owner as noted in Ada County Assessor's records.
If the primary owner is a business write the business name)
Boise ID 83716
City State and Zip

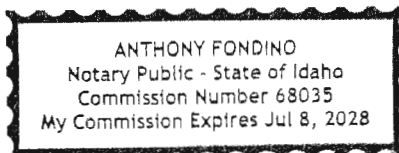
Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to Glancey Rockwell & Associates,
Name of Applicant
to submit the accompanying application pertaining to 311 E 48th Street,
Garden City Idaho, 83714 property. Address of Property Subject to this Affidavit
2. I agree to indemnify, defend, and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.
4. I acknowledge that all fees related to said applications and improvements are ultimately the property owner's responsibility.

Dated this 12th day of June, 2026

[Signature] Troy Ashworth, Manager, Brundage Bungalows, LLC
Signature Printed Name
(must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

Subscribed and sworn to before me the day and year first above written.



[Signature]
Notary Public for Idaho

Residing at: Boise, ID

My Commission expires 07/08/2028

Glancey ♦ Rockwell & Associates

Architecture • Planning

City of Garden City
Development Services Department
6015 N. Glenwood Street
Garden City, Idaho 83714

July 6, 2026

RE: Statement of Intent – 311 E. 48th Street Planned Unit Development

To Whom It May Concern:

This letter is submitted as a Statement of Intent for the proposed Planned Unit Development located at 311 E. 48th Street in Garden City, Idaho.

The project proposes the redevelopment of a currently vacant urban infill parcel into a 15-lot Planned Unit Development consisting of fourteen attached townhome dwelling units within seven residential buildings. The development will also include a private drive with dedicated surface and guest parking, pedestrian circulation facilities, landscaped common areas, stormwater management facilities, and resident amenities including a dog park, BBQ common area and recreational open space.

The intent of the project is to provide high-quality residential housing within an established neighborhood while making efficient use of existing public infrastructure and services. The development is designed to support Garden City's goals for thoughtful infill growth, housing diversity, walkability, and neighborhood enhancement. The project transforms an underutilized property into a well-designed residential community that contributes to the long-term vitality of the surrounding area.

The scope of work includes construction of the residential buildings, associated site improvements, utility infrastructure, parking facilities, landscaping, and stormwater management systems. Stormwater generated by the development will be retained and managed onsite through a permeable paver infiltration system designed in accordance with the approved civil engineering plans.

The proposed use is strictly residential in nature and will not involve any industrial, manufacturing, processing, storage, or commercial activities that would generate noxious odors, smoke, dust, fumes, hazardous materials, excessive lighting, or other nuisance conditions. No operations are proposed that would create unusual noise, vibration, glare, or impacts beyond those typically associated with residential occupancy.

Noise generated by the project will be limited to normal residential activities and vehicle movements associated with residents and visitors. Mechanical systems serving the residences will consist of standard residential HVAC equipment installed in compliance with applicable building codes and manufacturer requirements. No significant vibration-producing equipment or activities are proposed.

Site lighting has been designed to provide adequate illumination for safety and security while minimizing light spill onto adjacent properties. Landscaping, building orientation, and site design have been incorporated to provide an attractive transition between the development and surrounding properties.

Traffic generated by the project is anticipated to be consistent with similar residential developments and will utilize the existing public street network. The project has been designed to comply with applicable transportation, access, parking, and circulation requirements.

Overall, the proposed development is intended to be compatible with the surrounding neighborhood and is not anticipated to create adverse impacts to adjacent properties or the community. The project represents a responsible infill development that will provide additional housing opportunities while enhancing the character and functionality of the area.

Respectfully submitted,

Dave Glancey, AIA
Principal Architect
Glancey Rockwell & Associates

Glancey ♦ Rockwell & Associates

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Project Narrative

Project Name: 48th Street Townhomes

Project Site: 311 East 48th Street
Garden City, Idaho 83714

Project Overview

The project site is located at 311 E. 48th Street in Garden City, Idaho. The property is currently vacant, although it was previously developed with a single-family residence and associated site improvements. The site is an urban infill parcel surrounded by existing residential development and public infrastructure.

The proposed development consists of a 15-lot Planned Unit Development containing fourteen attached townhome dwelling units arranged within seven residential buildings and one common lot containing private access drives, parking, utilities, landscaped open space, and community amenities. The project has been designed to provide high-quality ownership housing within an established residential area while efficiently utilizing existing public infrastructure and services.

Site Design

Site improvements include private drive aisles, surface parking, pedestrian walkways, landscaped common areas, a community dog park, and a picnic and BBQ area. Stormwater generated by the development will be retained and managed onsite through a permeable paver infiltration system designed in accordance with the project civil engineering plans.

The development provides a total of 34 off-street parking spaces, exceeding the City of Garden City's minimum parking requirement of 33.4 spaces. The site contains approximately 29,621 square feet and provides 10.08 percent common open space, satisfying the City's minimum open space requirement of 10 percent.

Residential Development

Each dwelling unit is designed as a three-story townhome and includes a private ground-floor patio. Approximately one-half of the units will also feature rooftop patios, providing additional private outdoor living space and views of the surrounding area. Residents will have access to the shared community amenities, including the dog park and horseshoe pit located within the common open space areas.

The project provides a variety of outdoor spaces that encourage both private enjoyment and community interaction while maintaining an appropriate residential scale and character.

Architecture

The architectural design incorporates a contemporary modern aesthetic utilizing stucco and fiber-cement siding materials. Building massing, material transitions, and architectural detailing have been carefully integrated to provide visual interest and create a cohesive residential community. The proposed architecture is intended to complement the continued redevelopment and revitalization occurring throughout the surrounding neighborhood while providing durable, low-maintenance building materials.

Existing Site Conditions

Existing site vegetation consists primarily of maintained and volunteer landscape materials associated with the property's former residential use. Several existing trees are located on the site. Trees proposed for removal will be addressed through the project's Arborist Report and mitigation plan in accordance with Garden City requirements.

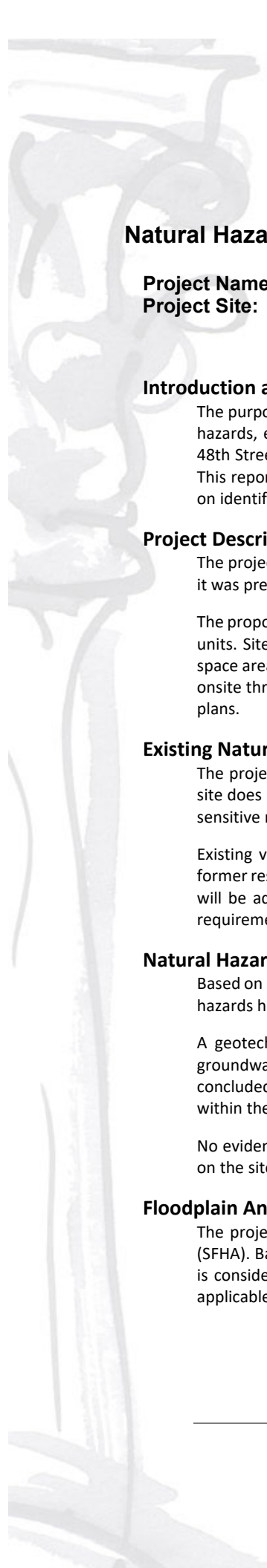
Based on site observations, available mapping, and the project geotechnical investigation, no significant natural hazards have been identified that would preclude development of the property. The site is generally flat and exhibits no evidence of slope instability, erosion hazards, rockfall hazards, or other geologic constraints. Groundwater was encountered during the geotechnical investigation at depths ranging from approximately 6.0 to 9.5 feet below existing grade, and the project has been designed in accordance with the recommendations contained within the geotechnical report.

The site does not contain any identified wetlands, waterways, significant wildlife habitat, or other environmentally sensitive resources. The property is located within FEMA Flood Zone X and is not subject to Special Flood Hazard Area regulations. Accordingly, floodproofing measures, flood openings, elevation certificates, and other flood-hazard-area construction requirements are not applicable to the proposed development.

Conclusion

The proposed Riverbend Luxe Living Planned Unit Development represents a well-designed urban infill project that provides fourteen new residential ownership opportunities within the City of Garden City. The project exceeds minimum parking requirements, meets the City's open space standards, incorporates onsite stormwater management, and provides quality community amenities for future residents.

The development is compatible with the site's existing environmental conditions and surrounding neighborhood context and will not adversely impact natural resources, drainage patterns, floodplain functions, or neighboring properties. The project supports Garden City's goals for thoughtful infill development, housing diversity, and neighborhood reinvestment while creating an attractive and functional residential community.



Glancey ♦ Rockwell & Associates

Architecture • Planning

Natural Hazard and Resource Analysis Report

Project Name: 48th Street Townhomes

Project Site: 311 East 48th Street
Garden City, Idaho 83714

Introduction and Summary

The purpose of this Natural Hazard and Resource Analysis Report is to identify and evaluate the existing natural hazards, environmental resources, and site constraints associated with the proposed development at 311 E. 48th Street in Garden City, Idaho, in accordance with the Garden City Land Division Application requirements. This report summarizes existing site conditions and evaluates potential impacts of the proposed development on identified natural resources and hazards.

Project Description

The project site is located at 311 E. 48th Street in Garden City, Idaho. The property is currently vacant, although it was previously developed with a single-family residence and associated site improvements.

The proposed development consists of seven residential townhome-style buildings containing fourteen dwelling units. Site improvements include internal drive aisles, surface parking, pedestrian facilities, landscaped open space areas, and a resident dog park. Stormwater generated by the development will be retained and managed onsite through a permeable paver infiltration system designed in accordance with the project civil engineering plans.

Existing Natural Resources

The project site is an urban infill parcel surrounded by existing residential and commercial development. The site does not contain any identified wetlands, waterways, significant wildlife habitat, or other environmentally sensitive resources.

Existing vegetation consists primarily of maintained and volunteer landscape materials associated with the former residential use of the property. Several existing trees are present on the site. Trees proposed for removal will be addressed through the project's arborist report and mitigation plan in accordance with Garden City requirements.

Natural Hazards

Based on site observations, available mapping, and the project geotechnical investigation, no significant natural hazards have been identified that would preclude development of the property.

A geotechnical investigation prepared by Atlas Geotechnical Engineers dated January 20, 2026, identified groundwater at depths ranging from approximately 6.0 feet to 9.5 feet below existing grade. The report concluded that the site is suitable for the proposed development provided that the recommendations contained within the geotechnical report are incorporated into the design and construction of the project.

No evidence of slope instability, erosion hazards, rockfall hazards, or other geologic constraints was identified on the site. The property is generally level and has historically been utilized for residential purposes.

Floodplain Analysis

The project site is located within FEMA Flood Zone X and is not located within a Special Flood Hazard Area (SFHA). Based on the currently adopted FEMA Flood Insurance Rate Maps and available City mapping, the site is considered to have minimal flood risk and is not subject to the flood-resistant construction requirements applicable to properties located within Zones A, AE, AH, AO, or other designated flood hazard areas.

Because the property is located within Flood Zone X, floodproofing measures, flood openings, elevation certificates, and other flood-hazard-area construction requirements are not applicable to the proposed development.

The proposed project will not alter existing drainage patterns in a manner that would adversely affect adjacent properties. Stormwater generated by the development will be retained and managed onsite through the permeable paver infiltration system and associated site improvements shown on the civil engineering plans.

The proposed development is compatible with the existing site conditions and will not adversely impact floodplain functions, flood storage, or neighboring properties.

Conclusions

Based on available site investigations, mapping resources, and supporting consultant reports, no significant natural hazards or environmental constraints have been identified that would preclude development of the property as proposed. The site is located within FEMA Flood Zone X, contains no identified wetlands, waterways, or sensitive habitat areas, and is suitable for residential development.

Groundwater conditions identified in the geotechnical investigation have been incorporated into the project design. Existing vegetation and tree removal will be addressed through the project's arborist report and landscape plan. Stormwater will be retained and managed onsite in accordance with the approved civil engineering design.

The proposed development is compatible with the site's existing environmental conditions and will not create adverse impacts to surrounding properties or natural resources.



6015 Glenwood Street • Garden City, Idaho 83714
Phone 208 - 472-2921 • Fax 208 - 472-2926 •
www.gardencityidaho.org

Affidavit of Neighborhood Meeting

State of Idaho)
)SS
County of Ada)

I, David J. Glancey, 1257 W. River St., Ste. 110
Name (be full legal name) Address

Boise, ID 83702
City State and Zip

Being first duly sworn upon oath, depose and say:

1. That I provided the attached notice to all individuals owning property within 300' of 311 E. 48th St., Boise, ID 83714 (project address) Garden City, Idaho.
2. The list of individuals that I sent the notice to include all entities that were on the 300' radius list provided by the city of Garden City.
3. I posted the site in accordance with the requirements found in Garden City Code 8-6A-7. B.1, affidavit thereof attached.
4. The location of the meeting was 311 E. 48th St., Boise, ID 83714.
5. The date of the meeting was: April 8, 2026, a Monday, Tuesday Wednesday, Thursday, or Friday (please circle the day of the week). (must be a weekday not less than 15 days in advance of the neighborhood meeting and no later than six (6) months after the submittal of an application).
6. The time of the meeting was: 5:30 pm. (must be between 5:30pm - 8:00pm)
7. I remained on site from 5:20 pm to 6:45 pm (must be on site a minimum of 30 minutes even if no one is in attendance).
8. The attached sign-in sheet includes all attendees.

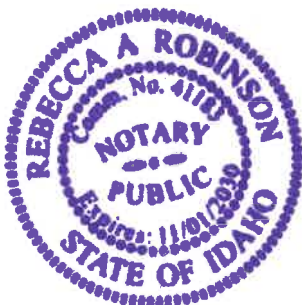
Dated this 14th day of April, 2026.
Signature

Subscribed and sworn to before me the day and year first above written

Rebecca A. Robinson
Notary Public for Idaho

Residing at: Caldwell, Idaho

My Commission expires November 1, 2030



REQUIRED ATTACHEMENTS

1. Neighborhood meeting notice
2. Affidavit of posting
3. Sign in sheet

Glancey ♦ Rockwell & Associates

Architecture • Planning

March 23, 2026

Riverbend Luxe Living
311 E. 48th Street
Garden City, Idaho 83714

RE: Neighborhood Meeting Notice – Proposed Development at 311 E. 48th Street

Dear Neighbor,

You are invited to attend a neighborhood meeting regarding a proposed development located near your property. The purpose of this meeting is to present the project, answer questions, and gather input from the surrounding community.

Meeting Date: Wednesday, April 8, 2026

Meeting Time: 5:30 PM (MST)

Meeting Location: 311 E. 48th Street, Garden City, Idaho 83714

Project Summary:

Glancey Rockwell & Associates, on behalf of the developer Riverbend Luxe Living, will host an open house to discuss a proposed subdivision at 311 E. 48th Street in Garden City. The project site is approximately 0.68 acres and is proposed to be subdivided into 14 individual lots accommodating 7 duplex-style townhouse buildings. Each unit will be individually platted and offered as a single-family residence.

The proposed three-story units will range in size from approximately 1,160 square feet to 2,260 square feet. Each residence will include a private garage, supplemented by approximately 10 additional surface parking spaces for the development. Planned site amenities include a small dog park and a horseshoe pit.

Members of the design team will be present to provide additional information and respond to questions or comments. We welcome your feedback and encourage you to attend.

If you are unable to attend but would like to learn more or share input, please feel free to contact our office at (208) 345-0566 or via email at office@grboise.com.

Thank you for your time and participation. We look forward to meeting with you.

Respectfully,



David Glancey, AIA, NCARB
Principal Architect

EDDIE L HART
1800 W KELLY CREEK DR
MERIDIAN, ID 83646-0000

SHARON CHALOUPKA MEMORIAL
FAMILY LIVING TRUST
2024 S PACIFIC ST
BOISE, ID 83705-0000

KENNY NGUYEN
210 E 39TH ST SPC 2
GARDEN CITY, ID 83714-0000

CATHY M NELSON
217 E 48TH ST
GARDEN CITY, ID 83714-0000

TAHITI ID GROUP LLC
2391 N EDGEWOOD RD
EAGLE, ID 83616-0000

WILLIAM DEMBI
2518 E SUNSET DR
BELLINGHAM, WA 98226-5616

MICHAEL CAMPBELL
300 E 48TH ST
GARDEN CITY, ID 83714-0000

DENNIS DUNN
301 E 48TH ST
GARDEN CITY, ID 83714-0000

GLEN SAMUELSON
304 E 48TH ST
GARDEN CITY, ID 83714-0000

RICK & SUE MONTGOMERY
LIVING TRUST
306 E 48TH ST
BOISE, ID 83714-0000

MARJORIE A JACOBSEN
318 E 47TH ST
GARDEN CITY, ID 83714-0000

GARDEN CITY MOBILE ESTATES INC
3784 N LANCER WAY
BOISE, ID 83713-0000

PAUL V MARTINET
403 LARKSPUR CT
CALDWELL, ID 83605-0000

TAYLOR FAMILY TRUST 09/07/2020
4611 N BANTRY PL
BOISE, ID 83702-0000

JERRI LYNN MILLER
4706 N ADAMS ST
GARDEN CITY, ID 83714-0000

MARK A SARGENT
4708 N ADAMS ST
GARDEN CITY, ID 83714-0000

SANDRA S MCCONNEL
4724 N NORTHWIND CT
GARDEN CITY, ID 83714-0000

RANDY E ARNOLD
4732 N NORTHWIND CT
GARDEN CITY, ID 83714-0000

LYNN CAMPBELL FAMILY TRUST
4735 N ADAMS ST
GARDEN CITY, ID 83714-0000

BRADLEY JAMES MICKELS
4743 N ADAMS ST
GARDEN CITY, ID 83714-0000

JAN M JOSEPH
4748 N NORTHWIND CT
GARDEN CITY, ID 83714-0000

CHRISTOPHER A BATT
4751 N ADAMS ST
GARDEN CITY, ID 83714-0000

TIMOTHY SCOTT CAMPBELL
4755 N ADAMS ST
GARDEN CITY, ID 83714-0000

JAMES PYPER
4763 N ADAMS ST
GARDEN CITY, ID 83714-0000

RAUL FLORES
4767 N ADAMS ST
GARDEN CITY, ID 83714-0000

DENNIS & WANDA CUNINGHAM TRUST
4770 N ADAMS ST
GARDEN CITY, ID 83714-0000

BRUNDAGE BUNGALOWS LLC
6568 S FEDERAL WAY STE 168
BOISE, ID 83716-0000

GV VICTORY LLC
940 ROSE AVE
VENICE, CA 90291-0000

ZVNH FAMILY TRUST
PO BOX 140838
GARDEN CITY, ID 83714-0000

DEBORAH NEWMAN
PO BOX 6147
BOISE, ID 83707-0000

Time: 5:30pm

Project Synopsis: 14 new townhouse units on approximately .7 acres located at 311 E. 48th Street in Garden City, Idaho.

[illegible]

Time: 5:30pm

Project Synopsis: 14 new townhouse units on approximately .7 acres located at 311 E. 48th Street in Garden City, Idaho.

[illegible]



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: October 9, 2025 **File No.:** 1030883

Property: 311 E 48th St., Garden City, ID 83714

Buyer/Borrower: Brundage Bungalows, LLC and Topaz Ridge, LLC

Seller: Huron Tamarack LLC

*In connection with the above referenced transaction, we are providing you with the following contact information.
Enclosed please find your Title Commitment.*

Listing Agent:

Amherst Madison
592 N Benjamin Ln.
Boise, ID 83704
Phone: (208) 391-2391
matt@boiseinfill.com
Attn: Matt Weston

Selling Agent:

Silvercreek Realty Group
1099 S Wells St., Ste. 200
Meridian, ID 83642
Phone: (208) 377-0422
troyashworth@gmail.com
Attn: Troy Ashworth

Buyer/Borrower

Brundage Bungalows, LLC and Topaz Ridge, LLC

Seller:

Huron Tamarack LLC



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Title Officer:

Eric Polatis
eric.polatis@alliancetitle.com
(208) 287-5137

Escrow Officer:

Sheila Jamison
sheila.jamison@alliancetitle.com
(208) 338-4363
250 S 5th St., Ste. 100
Boise, ID 83702

Email escrow closing documents to:

cwm_residential_escrow@alliancetitle.com



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid government issued photo I.D.



**Title Fees & Breakdown
Coverage**

Sales Price			\$435,000.00
Owners Coverage	X	Standard Coverage	Extended Coverage
Loan Amount			
Loan Coverage		Standard Coverage	Extended Coverage
Underwriter		Westcor Land Title Insurance Company	

Title Policy Calculations For Disclosure

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan Policy	\$0.00	\$0.00	(Simultaneous Issue Credit) \$0.00
Owner's Policy	\$1,654.00	\$1,654.00	(Short Term Discount. – If Any) \$0.00

Other Borrower Fees

Endorsements:	
Inspection Fee	
Additional Chain	
Closing Protection Letter	

Recording Fees

Idaho	\$15 for a Deed less than 30 pages. \$45 for a Deed of Trust/Mortgage with less than 30 pages. Otherwise, \$10 for the first page, \$3 for each additional page
Montana	\$20.00 for the first page and \$10.00 per additional page for a standard/conforming document. Add an additional \$10.00 per document if the document is non-conforming (outside the required margins etc.)
Washington	\$303.50 for the first page of a Deed and \$304.50 for the first page of a Deed of Trust with, \$1 for each additional page
Wyoming	\$12 for the first page, \$3 for each additional page
E-File Fees	An additional \$5.00 per document (plus sales tax in Washington)



WESTCOR
LAND TITLE INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY
NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

WESTCOR LAND TITLE INSURANCE COMPANY

Countersigned By:

Eric Polatis

Authorized Signatory



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 1030883

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.

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File No.: 1030883

ALTA Commitment for Title Insurance (07-01-2021)



4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

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File No.: 1030883

ALTA Commitment for Title Insurance (07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
Westcor Land Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Alliance Title & Escrow, LLC
Issuing Office: 250 S 5th St., Ste. 100, Boise, ID 83702
Loan Number:
Issuing Office File Number: 1030883
Property Address: 311 E 48th St., Garden City, ID 83714
Commitment No.: 1st – Removing exception #'s 16, 17, 18, & 19

1. Commitment Date: September 25, 2025 at 7:30 A.M

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy ☒ Standard ☐ Extended
Amount: \$435,000.00
Premium: \$1,654.00

Endorsements:
Proposed Insured:

Brundage Bungalows, LLC and Topaz Ridge, LLC

(b) 2021 ALTA® Loan Policy ☐ Standard ☐ Extended
Amount:
Premium: \$0.00

Endorsements:

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Huron Tamarack LLC

5. The Land is described as follows:

See attached Exhibit 'A'

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File No.: 1030883

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY Westcor Land Title Insurance Company

REQUIREMENTS:

File Number: 1030883

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The company will require completion of an affidavit and indemnity by the owners of the property herein described.
6. According to the available County Assessor's Office records, the land is purported to have no improvements and/or is non-owner occupied. Upon confirmation, as provided in Commitment Condition 4 the Company may amend this commitment to add, among other things, additional exceptions or requirements.
7. Intentionally Deleted.
8. The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for Huron Tamarack LLC, a limited liability company.

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File No.: 1030883

ALTA Commitment for Title Insurance (07-01-2021)



NOTES:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.
- C. In the event that the contemplated transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation include full legal name, date of birth, residential address, and the IRS taxpayer identification number of the beneficial owners of the Buyer(s), as further defined and described in Section 1031.320 of Chapter 31 of the Code of Federal Regulations ("Code")

NOTE: The FinCEN Report requires certain residential real estate transaction purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity to be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

If **Alliance Title & Escrow, LLC** is not acting as a "Reporting Person" under the FinCEN rule for this transaction, where said company is not performing any escrow or settlement functions, responsibility for compliance with FinCEN reporting requirements lies with the party designated as the Reporting Person under the rule, which may include the settlement agent, escrow agent, or other party facilitating the closing.

Alliance Title & Escrow, LLC expressly disclaims any and all liability for FinCEN reporting obligations where said company is not performing any escrow or settlement functions.

- D. We find the following activity in the past 24 months regarding transfer of title to subject property:
Trustee's Deed:
Grantor: Secured Land Transfers LLC, a Delaware Limited Liability Company
Grantee: Huron Tamarack LLC
Recorded: June 13, 2025
Instrument No.: [2025-036744](#)
- E. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- F. According to the available County Assessor's Office records, the purported address of said land is:
[311 E 48th St., Garden City, ID 83714](#)

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File No.: 1030883

ALTA Commitment for Title Insurance (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY Westcor Land Title Insurance Company

EXCEPTIONS:

File Number: 1030883

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. General Taxes for the year 2024, a Lien, are all delinquent
Parcel No.: [R2734523476](#)
In the original amount of: \$2,294.44
9. Taxes, including any assessments collected therewith, for the year 2025 which are a lien not yet due and payable.
10. Special assessments, if any, for the City of Garden City.
11. Levies and assessments of the Fairview Acres Lateral Water Users Association, and the rights, powers and easements of said district as by law provided.
12. Levies and assessments of the Thurman Mill Ditch Co. Ltd., and the rights, powers and easements of said district as by law provided.
13. Ditch, road and public utility easements as the same may exist over the Land.
14. Right, title and interest of the public in and to those portions of the Land lying within roads or highways.
15. Easements, reservations, notes and/or dedications as shown on the official plat of [Fairview Acres Subdivision No. 3](#)

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END OF SCHEDULE B

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ALTA Commitment for Title Insurance (07-01-2021)



EXHIBIT 'A'

File No. 1030883

Lot 20 in Block 25 of Fairview Acres Subdivision No. 3, according to the official plat thereof, filed in Book 11 of Plats at Page(s) 617, records of Ada County, Idaho.

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ALTA Commitment for Title Insurance (07-01-2021)



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONEWATER 48 SUBDIVISION**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEWATER 48 SUBDIVISION ("Declaration") is made effective as of the date signed below by Brundage Bungalows, LLC, an Idaho limited liability company, referred to herein as "Declarant," "Owner," or "Grantor."

ARTICLE I: RECITALS

1.1 Grantor is the owner of all of the real property located in the County of Ada, State of Idaho as legally described in the attached **Exhibit A**.

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

ARTICLE II: DECLARATION

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

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

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

the County. Grantor has no duty or obligation to develop the Property in any specific manner or with any particular use, regardless of any drawings, depictions, or presently proposed plans.

ARTICLE III: DEFINITIONS

- 3.1 "ACHD" shall mean the Ada County Highway District.
- 3.2 "ACHD Manual" shall have the meaning set forth in Section 5.10.
- 3.3 "Architectural Committee" shall mean the committee created by Grantor or an Association pursuant to Article X hereof.
- 3.4 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.
- 3.5 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Declaration.
- 3.6 "Association" shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Stonewater 48 Subdivision Homeowners' Association, Inc.", or any similar name which fairly reflects its purpose.
- 3.7 "Association Rules" shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.
- 3.8 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 3.9 "Building Lot" shall mean one or more lots or parcels within the Property as specified or shown on any Plat, and/or by Supplemental Declaration, upon which Improvements may be constructed.
- 3.10 "Bylaws" shall mean the Bylaws of the Association.
- 3.11 "County" shall mean Ada County, Idaho.
- 3.12 "Declaration" shall mean this Declaration as it may be amended from time to time.
- 3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

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

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

3.16 "Landscape Easements" shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Article 5 and paragraph 13.7 of this Declaration.

3.17 "Open Space Easements" shall refer to easements designated as open areas in accordance with Garden City Code, as shown on the plat recorded for Stonewater 48 Subdivision. The Open Space Easements are areas intended to be accessed by Owners and their guests for purposes determined by the Association.

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

3.19 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as shared driveways, common open spaces, common landscaped areas, and waterways including Lot 1, Block 1, a common Lot which shall be owned and maintained by the HOA. The Common Area may be established from time to time by the Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easements and/or license rights.

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

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

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

3.23 "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.

3.24 "Property" shall mean, except as otherwise provided in this paragraph, the real property described in **Exhibit A**, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Grantor's sole discretion, such additional property in addition to that described in **Exhibit A** as may be annexed by means of Supplemental Declaration as provided in Article XII, below.

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

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

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

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

4.1.1 Use and Size of Dwelling Structure. Building Lots shall be used exclusively for single-family residential purposes. No split entry homes, manufactured, moved or pre-built homes shall be allowed on the Property.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. These plans will be held for thirty (30) days after completion of the project. In addition, Owners/Builders will submit all elements of their desired exterior color scheme for review and approval by the

Architectural Committee which includes, but, not limited to paint swatches for all exterior paint colors, brick, stone, grout color, stucco, siding, front door style, garage door style, roof shingles, electrical fixtures, etc. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.3 Setbacks and Height. The property size, width, depth, shape, and orientation, and the minimum structure setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated. All setbacks shall be in compliance with the appropriate City and County Ordinances. No residential or other structure may have more than three (3) above ground stories. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or applicable Architectural Committee, whichever is more restrictive.

4.1.4 Roofs. The design and plans for all roofing structures must be submitted to the Architectural Committee for review and approval prior to the installation of any roofing components. Any alternative or later designs must be preapproved by the Architectural Committee.

4.1.5 Exteriors. Buildings or structure exteriors shall be submitted to and approved the Architectural Committee.

4.1.6 Accessory Structures. There will be no accessory structures without the express written majority approval of the Architectural Committee.

4.1.7 Elevations. The Architectural Committee shall review and approve all elevation drawings, at its sole discretion. Further, the Architectural Committee reserves the right to reject plans which in the judgment of the Architectural Committee lack integrity and balance.:

4.1.8 Driveways/Sidewalks. All access driveways and sidewalks shall have a wearing surface approved by the Architectural Committee of concrete, or other hard surface materials, and shall be properly graded to assure proper drainage. Driveways and internal sidewalks may be required to have a decorative design by the Architectural Committee.

4.1.9 Fencing. All fencing must be approved by the Architectural Committee prior to installation. All fencing must meet the applicable County requirements.

4.1.10 Lighting. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. The following Design Guidelines shall apply: exposed exterior lighting fixtures must be considered Photocell Lighting and comply with Dark Sky lighting, as defined below. Landscape lighting that complies with Dark Sky lighting is encouraged. Dark Sky lighting is required and defined as follows:

- Lighting should not cause glare or spill onto neighboring lots.
- Recessed down-lights should be encouraged at residence entries and patios
- Surface-mounted light fixtures should have shielded light sources with bulbs not directly visible.
- The use of wall or eve-mounted floodlights, including motion-sensor lights, is prohibited
- Landscape lighting shall be shielded from view and controlled by an electric clock or photocell
- Skylights can provide objectionable light spillage and glare in the night sky. Interior lighting near skylights should be shielded and skylights should be screened from adjacent properties.
- Holiday lighting is excluded from regulation.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on a Building Lot unless it is approved by the Architectural Committee of the Association. No satellite dishes shall be allowed on a Building Lot; provided, however, that small dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Building Lot not visible from the street if allowed by the Architectural Committee, and subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.3 Flagpoles. No flagpoles may be installed or maintained on any lot or common area except as specifically permitted by Idaho Code § 55-3210. Any flagpole installed or maintained on a residential lot shall not exceed 20 feet in height, subject to applicable zoning ordinances, easements, and setbacks.

4.4 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.

4.5 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein.

4.6 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee or Association, and the County, if otherwise so required, except:

A. such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property; the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor;

B. signs shall not be located in the sight triangle for intersecting highways, roads, streets, or approaches determined in accordance with the currently adopted ACHD Manual (as defined in Section 5.10).

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

D. such signs identifying the subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area;

E. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale. No such sign shall be placed on Common Areas or on the rear portion of any Building Lot being sold. No signage of any kind shall be allowed on the Common Areas; on any Building Lot or on any adjacent public rights of way advertising property for rent or lease. This shall include banners, flags, yard signs or signs visible through the windows of the building;

F. political signs consisting of fixed, ground-mounted displays in support of or in opposition to any candidate for office or a ballot measures, installed in accordance with all reasonable rules adopted by the Association or the Architectural Committee regarding the time, size, place, number, and manner of display of such political signs.

G. All signage, including signage for the exceptions listed as (B)-(F), must be erected in accordance with the signage format adopted by the Architectural Committee or Association.

Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the Architectural Committee or the Association. Owners who do not adhere, or whose agents and/or subcontractors do not adhere to this paragraph will be subject to a fine of \$100 per day any violative sign is displayed, plus an administrative fee equal to any applicable attorney fees and costs incurred in the enforcement or collection of such charge accessed pursuant to Section 7.8. Any fines resulting from a violation of this provision shall be in accordance with the procedures set out in Idaho Code 55-3206.

4.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the County Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.8 Site Cleaning. Owners are responsible for ensuring the Building Lot is kept clean in following specific manner:

4.8.1 All builders and subcontractors must operate a clean site with all debris cleaned and contained on the site. Builders and subcontractors are not to allow garbage to blow to other sites.

4.8.2 All builders and subcontractors will make the best efforts to be courteous to the current residents. No dogs or loud music allowed during any phase of the construction.

4.8.3 During the construction phase the streets must be swept clean of debris nightly.

4.8.4 During the construction phase all weeds must always be cleared from the property and properly disposed off-site.

4.8.5 Owners who do not adhere, or require their agents and/or subcontractors to adhere to the cleaning rules outlined herein will be subject to a charge equal to the cost of cleanup plus an administrative fee equal to 25% of the clean-up cost and any applicable attorney fees and costs incurred in the enforcement or collection of such charge.

4.8.6 Each building site must have a portable toilet supplied by the Builder. If a Builder has multiple homes under construction, a single portable toilet may serve multiple lots. This portable toilet must be available at the start of construction and removed immediately after construction is completed.

4.8.7 The Board of Directors and/or Architectural Committee have the authority to grant variances to this provisions of paragraph 4.8.

4.9 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, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property of facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, 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 Association 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 such 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, including attorney's fees and costs. 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 Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.10 Rental Restrictions.

4.10.1 An Owner may lease a Building Lot to a single housekeeping unit for residential purposes. For any lease under this provision that lasts longer than 30 days, the Building Lot Owner must submit a signed copy of the lease to the Board, at least seven (7) days before the lease begins. For purposes of this Section: (i) a "single housekeeping unit" shall mean one or more individuals living together sharing household responsibilities and activities which may include, sharing expense, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other; and (ii) the term "**lease**" shall mean any rental, subletting or

conveyance (by any means whatsoever) of a right to occupy any Building Lot (or portion thereof) to any individual who is not a member of such Building Lot Owner's family (i.e., related to the Owner by blood, marriage or adoption). An Owner who leases a Building Lot shall be fully responsible to the Association and the other Owners for the conduct and activities of such Owner's tenant(s) as if such Owner were the tenant. Any Owner who leases a Building Lot must register a contact with the Association that includes the full legal name, phone number, and email address of someone who shall be responsible for being the point of contact for the Building Lot while it is being rented.

4.11 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, an established drainage pattern is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.12 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of County and/or City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of the Ada Highway District, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.13 Utilities. All Building Lots shall be served by underground utilities. Utility service shall be installed in road right of ways or easements as platted.

4.14 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 Association and all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

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

4.16 Unightly 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 applicable Architectural Committee. Garbage cans must be stored inside the garage, except on the designated garbage collection day, unless otherwise 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, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash

shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. Propane tanks, power meters and other similar fixtures shall be obscured from street view. No vacant residential structures shall be used for the storage of building materials.

4.17 No Temporary Structures. No house trailer, mobile home, tent , 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. Also excepted from this requirement is any sales office established for the Property.

4.18 No Unscreened Boats, Campers, and Other Vehicles. No working or commercial vehicles larger than three-quarter (3/4) ton shall be parked on any Lot unless wholly contained within the garage. No, 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. To the extent possible, garage doors shall remain closed at all times. Boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, and other similar vehicles or equipment owned or leased and enjoyed by the Owner for personal use or enjoyment may be kept or stored on any Lot as long as they are wholly contained within the garage. Vehicles and equipment shall not be parked on the street or between the front plane of the Dwelling Unit and the street..

4.19 Sewage Disposal/Sewer Locations. All bathroom, sink and toilet facilities shall be located inside the dwelling unit or, if approved by the Architectural Committee and respective jurisdiction, within an accessory structure or outbuilding and shall be connected by underground pipe directly with the approved sewage disposal system. Declarant is not responsible for any soil conditions on the individual Building Lots.

4.20 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 residential structure or Improvements.

4.21 Energy Devices. Outside. The use of solar energy shall be allowed. Solar installations shall be designed to be integral with the construction on-site and shall be submitted and approved by the Architectural Committee prior to installation. No generators of any kind shall be constructed or maintained on any portion of the Property without the written approval of the applicable 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 structure.

4.22 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 the Property. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.23 Common Parking Spaces. There are a number of designated common parking lot spaces (“Common Parking Spaces”) that may be used by Members or guests of Members subject to the exceptions contained herein. These Common Parking Spaces will be identified in separate documents by the Association and are subject to change at the discretion of the Association. These Common Parking Spaces shall not be used for the storage of vehicles. No Member may use a Common Parking Spaces for more than three (3) consecutive days. No Member shall use more than two (2) Common Parking Spaces at one time. Owners of Lots 3, 5, 6, 11, and 12 of Block 1 have exclusive rights to five (5) of the Common Parking Spaces identified by a posted sign.

4.24 Animals/Pets. No animals, chickens, insects, pigeons, poultry or livestock shall be kept on the Property. In addition, Paragraph 4.23 does not apply to the keeping of domesticated dogs or cats, in accordance with all County requirements, which are not aggressive and which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner with the exception of when the animals are in the Subdivision’s dog park. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board’s discretion, with a Limited Assessment levied against such animal owner.

4.25 Irrigation. Owners may install an underground sprinkler system. An approved backflow preventer shall be installed to prevent contamination of the domestic water supply. The backflow device, if above ground in the yard, as well as any frost-free faucets higher than three (3) inches above ground level in the yard, shall be installed next to the dwelling or other outbuildings in an inconspicuous place, not visible from the front yard of each property.

4.26 Storm Water Retention Maintenance. All Owners are required to maintain the barrow pits and swales on their respective Building Lots in accordance with ACHD Standards and in such a manner that there is no interference with the collection and disbursement of wastewater either from irrigation or storm water retention. Other storm drainage facilities outside the public right-of-way shall be the responsibility of the Homeowner’s Association or property owner on which the storm drainage facility is constructed if no Homeowner’s Association exists. Responsibility for storm drainage facilities includes all maintenance both routine and non-routine. Interception of natural drainage ditches and subsequent use of the roadway ditch to convey the natural drainage will not be acceptable.

4.27 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee prior to installation or other work being performed. Each landscaping plan review will require a \$500.00 fee, payable to the Association, in addition to the required design plan review fee. All front landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting. Irrigation sprinklers placed outside the right-of-way may spray into the right-of-way to irrigate turf or ground cover; however, the spray may not extend onto the roadway shoulder or pavement. No irrigation piping, sprinklers or related

components shall be permitted within the public right-of-way. All rear landscaping shall be completed, and automatic sprinklers installed on the entire Building Lot within thirty (30) days of the building completion, unless the Owner received prior approval from the Architectural Committee. Any such approval shall be at the Architectural Committee's sole discretion and may be conditioned on a requirement that the Owner deposit an amount equal to the cost of the landscaping in escrow.

Prior to construction of Improvements, the Owner shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas other than riparian vegetation shall be irrigated by an underground sprinkler system.

4.28 Business. No business shall be conducted on any Building Lot except completely within the Residence and only as permitted by applicable federal, state, and local laws. No signs shall be hung, erected or installed on a Building Lot to advertise a business. This paragraph does not apply to any building belonging to the Grantor or Association.

4.29 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Development. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

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

ARTICLE V:STONEWATER 48 SUBDIVISION
HOMEOWNERS' ASSOCIATION

5.1 Organization of Stonewater 48 Subdivision Homeowners' Association. Stonewater 48 Homeowners' Association, Inc. ("Association") shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. This provision does not prohibit an Owner from owning multiple Building Lots, but it limits an Owner's Membership in the Association to one (1), regardless of the number of Lots owned. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, which shall be entitled to cast 14 votes until such time as the Grantor owns zero (0) Building Lots within the Property. The Class B Member shall cease to be a voting Member in the Association when Grantor ceases to own any of the Building Lots within the Property.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any

Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the building lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

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

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Declaration's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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

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

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

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including, but not limited to, the use of shared driveways and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract

purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, including without limitation:

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

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

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

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

5.6.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Landscape Easement areas, if any, (as defined in paragraph 3.13), including the repair and replacement of property damaged or destroyed by casualty loss. Such properties may include those lands intended for open space uses and which may be referred to as “non-buildable” lots per the Plat. The Association shall establish rules and regulations regarding the Owners use of the Common Area improvements.

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

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

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

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

5.6.6.1 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 Common Area.

5.6.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be set based upon the reasonable discretion of the Board.

5.6.6.3 Full coverage of directors' and officers' liability insurance shall be an amount set by the reasonable discretion of the Board.

5.6.6.4 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 Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.6.6.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

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

5.6.6 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable, including the institution of fines for violations of the Declaration and which shall be deemed an additional assessment for which a lien may be filed.

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

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

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

5.7 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information

as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.8 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.8.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meeting shall occur no later than November 1 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, 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. For so long as the Class B Member is a voting member, the presence at any meeting in person of the Class B Member constitutes a quorum.
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ARTICLE VI: RIGHTS TO COMMON AREAS

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

6.1.1 The Right of the Association to create rules dedicating certain portions of the Common Areas to a specific use, such as a dog park. The Association shall create appropriate rules of use for any area subject to such specific use designation.

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

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as shared driveways and walkways.

6.1.5 The right of the Association to protect wildlife habitat

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

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. The use of the Common Area shall be subject to quiet hours, as determined by the Association, which may be amended by the Association at its discretion.

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

ARTICLE VII: ASSESSMENTS

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

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

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

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

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

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

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

7.2.3.1 An initial assessment set up fee in an amount to be determined by the reasonable discretion of the Board plus the first six-month installment for the Regular Assessment, shall be collected at the time of the lot closing for each Building Lot each time a Building Lot is sold or otherwise transferred, except a sale or transfer by Grantor to an affiliate of Grantor.

7.2.3.2 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots. As of the date of this Declaration, the estimated amount of the regular assessment is \$1,200.00 per year, per Building Lot, payable semi-annually, every six (6) months in installments of \$600.00.

7.2.3.3 Up until two (2) years following the date of the first sale of a Building Lot by Grantor to any person other than an affiliate of Grantor, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall"). Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development stage. After two (2) years from the date of the first sale of a Building Lot by Grantor to any person other than an affiliate of Grantor, Grantor shall be assessed the Regular Assessment (defined in paragraph 3.22) for each remaining Building Lot owned by Grantor. This reduced assessment is in return for the Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

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

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

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

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

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

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each 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 payment a late charge equal to a percentage of the delinquent installment, that is determined by the reasonable discretion of the Board. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at a percentage that is determined by the reasonable discretion of the Board, per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Fines. The Association may levy a Fine, separate from, and or in addition to, any Assessment, against an Owner for the Owner's violation of any covenant in this Declaration. Upon an Owner's violation of any covenant in this Declaration, the Association will deliver a warning letter to the Owner as notice and demand to cure the violation. Upon any further violation of the same covenant by the Owner, the Association may levy a Fine against the Owner in an amount determined by the reasonable discretion of the Board. The Association may also add to the Fine any attorney or other fees and costs incurred to collect the Fine. The Owner is personally liable for any Fine. The Association shall not levy any Fine until a majority vote of the Board has approved the Fine at a Board meeting, written notice by personal service or certified mail of the meeting during which such vote is to be taken was made to the Owner at least thirty (30) days prior to the meeting, the Owner was allowed to attend such portion of the meeting, and the Owner has not begun resolving the violation prior to the meeting. If the Owner is in process of resolving the violation prior to the meeting, the Association shall not levy a Fine as long as the Owner continues to address the violation in good faith until fully resolved.

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

7.10 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, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the 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 meetings shall be fifty percent (50%) 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 VIII: ENFORCEMENT OF ASSESSMENT; LIENS

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

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the 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.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the

same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in any court of competent jurisdiction or as otherwise permitted by law.

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

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

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

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of an Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such

Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

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

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

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

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

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

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Prior to the date on which Grantor conveys the last Building Lot to a person other than an affiliate of Grantor, Ben Wolfe, Pat Wolfe, and Troy Ashworth shall serve as the members of the Architectural Committee, unless Grantor elects to appoint members of the Architectural Committee in accordance with paragraph 10.2. On the date the Grantor conveys the last Building Lot to person other than an affiliate of Grantor, the Architectural Committee shall be required to consist of three (3) individuals and Grantor shall appoint three (3) individuals to serve on the Architectural Committee. Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, after the recording date of this Declaration in which Grantor is the Owner of a Building Lots, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural 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, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to establish Design Guidelines consistent with this Declaration, defining which types of Improvements shall be

submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural 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 Common Area, or 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 the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish Design Guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such Design Guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural 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 of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee. The

Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural 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 Common Area, or 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 the Association.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural 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 Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, at any time in which Grantor is not the sole member of the Architectural Committee, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural 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 Architectural 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.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

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

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within fourteen (14) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner

shall have failed to remedy such noncompliance, the Architectural Committee shall notify the 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 Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within fourteen (14) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural 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 Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural 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 Architectural 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.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, in the Common Area. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee at any time in which Grantor is not the sole member of the Architectural 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 covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations

affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

10.10 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Architectural Committee.

ARTICLE XI: PRIVATE INFRASTRUCTURE

11.1 Private Streets. All streets, roads and drives within the Property shall be private unless dedicated to the Ada Highway District or other governmental entity, in whole or in part, by a written declaration by Grantor (or an Association if such streets, roads and drives, in whole or in part have been transferred to such Association) and accepted by Ada Highway District or other governmental entity. Neither Ada Highway District nor other governmental entity shall have responsibility for maintenance, repair or upkeep of any such streets, roads and drives unless, and to the extent, such responsibility is accepted in writing by Ada Highway District or other governmental entity. Grantor shall complete construction of such streets, roads and drives to the standards approved by all applicable governmental entities. Such streets, roads and drives shall be transferred to the applicable Association, if not dedicated to Ada Highway District or other governmental entity, upon completion, or within 120 days after the sale of the first Building Lot to a person other than an affiliate of Grantor, whichever shall last occur. Thereafter, the Association shall be solely responsible for the maintenance, repair and upkeep of such streets, roads and drives. Grantor hereby reserves any and all rights in such streets, roads and drives as is necessary and expedient to complete development of the Property.

11.2 Private Sewer Service Lines. All sewer service lines from the mainline to the point of use shall be privately owned and maintained by the Association, and not by the City of Garden City. The City of Garden City shall have no responsibility to repair or replace any permeable pavers, base materials, or other private improvements that may be disturbed in the course of maintaining or accessing City water or sanitary sewer facilities located beneath such improvements.

ARTICLE XII: ANNEXATION OF ADDITIONAL PROPERTIES

12.1 By Grantor. Grantor intends to develop the property described on Exhibit A and may, in Grantor's sole discretion, deem it desirable to annex real property abutting, adjoining, or contiguous to the Property covered by this Declaration. Such real property may be brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association. The use and development of any such real property shall conform to all applicable land use regulations, as such regulations are modified by variances.

12.2 Rights and Obligations of Additional Owners. Subject to the provisions hereof, upon the recording of a Supplemental Declaration additional real property, all provisions contained in the Declaration shall apply to additional real property in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration. The Owners of lots located in the additional real property shall become members of the 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 Association within said additional real property shall be conveyed to the 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 additional real property.

12.3 Method of Annexation. The addition of real property to the Property authorized under paragraphs 12.1 and 12.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the real property, which shall be executed by Grantor or the Owner thereof and which shall annex such property to the Property. Thereupon such real property shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the Owner thereof desirable to reflect the different character, if any, of the additional real property, or as Grantor or such Owner may deem appropriate in the development of the additional real property. The Association shall have the authority to levy Assessments against the Owners located within such additional real property, and the Association shall have the duty to maintain additional Common Area located within the additional real property if so specified in any Supplemental Declaration.

ARTICLE XIII: EASEMENTS

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

13.2 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser that is not an affiliate of Grantor.

13.3.1 Improvement of Drainage and Utility Easement Areas. The owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon

any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

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 is hereby granted an easement to the full extent necessary therefore, 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 to such Owner's Building Lot.

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

13.5 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 therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

13.6 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing,

maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

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

13.8 Specific Easements Designated in Final Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association and, if applicable, the public, the specific easements set forth on the recorded Final Plat for Stonewater 48 Subdivision.

ARTICLE XIV: STORM WATER DRAINAGE AND RETENTION SYSTEM

14.1 Operation and Maintenance. The Stonewater 48 Subdivision are subject to a blanket easement for public utilities and drainage as set forth on the Plat and will be owned and maintained by the Association. Operating and maintenance of the storm water drainage facilities shall be governed by the ACHD Manual, which manual may be only modified with the written approval of the Ada County Highway District (ACHD).

14.2 Inspection and Maintenance. The Ada County Highway Districts (ACHD) shall have the right at all times to inspect the storm water drainage facilities and perform any required maintenance and repairs.

14.3 Assessment and Lien Rights. The Ada County Highway District (ACHD) shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage facilities that are a result of failure by the Association or Owner of Building Lot to properly perform the light maintenance and repairs required by the ACHD Manual and shall be entitled to a continued lien against all Building Lots for such unpaid assessments for maintenance and repairs to the storm water drainage facilities. The Association shall be given ninety (90) days by the Ada County Highway District (ACHD) to assess a special assessment to its Members before filing liens.

14.4 Approval of Amendments. Any amendment of this Declaration, the Covenants, Conditions and Restrictions contained herein, or the ACHD Manual, having any direct impact or effect on Ada County Highway District's (ACHD's) storm water drainage facilities shall be subject to prior review and approval by the Ada County Highway District (ACHD).

14.5 Perimeter Controls during Construction. During construction on a Building Lot, the Owner, and Owner's contractors, shall implement perimeter controls with temporary BMPs (Best Management Practices) to protect stormwater discharge from discharging from the construction site and into stormwater drainage facilities (stormwater swales and infiltration bed). Effective temporary BMPs can include, but are not limited to, fiber wattle and/or silt fence. For more information Owner, and Owner's contractors, can reference the Idaho Catalog of Storm Water Best Management Practices maintained by the Idaho Department of Environmental Quality.

ARTICLE XV: MISCELLANEOUS

15.1. 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 indefinitely, unless amended as herein provided. Further provided that the Association shall not be dissolved without the prior written approval of the City of Garden City, Idaho as well as any other requisite city/county authorities.

15.2. Amendment.

15.2.1 By Grantor. Except as provided in paragraph 15.3 below, until the recordation of the first deed transferring title to a Building Lot from Grantor to a person other than an affiliate of Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

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

15.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

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

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

15.5. Enforcement and Non-Waiver.

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

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

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

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

15.5.5 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.

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

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

15.6.2 Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

15.7. 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.

15.8. Attorney's Fees. In the event that any Party hereto shall institute proceedings arising out of or related to this Agreement, the prevailing party to any such proceeding shall be entitled to recover their reasonable costs and attorneys' fees from the non-prevailing party.

[end of text – signature and exhibits on following pages]

IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of _____.

Brundage Bungalows, LLC

By: _____
Troy Ashworth, Manager

STATE OF IDAHO)
)ss.
County of Ada)

This record was acknowledged before me on _____ by Troy Ashworth as Manager of Brundage Bungalows, LLC.

NOTARY PUBLIC
Residing at: _____
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 20 in Block 25 of Fairview Acres Subdivision No. 3, according to the official plat thereof, filed in Book 11 of Plats at Page(s) 617, records of Ada County, Idaho.

KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

DESCRIPTION

Traditional LED Wall Pack | Power Select | Color Select | 120-277V Input
Medium or Large Housing | Bronze or White Finish | Glass Lens

APPLICATION

Building mount for exterior illumination (perimeters, pathways, loading docks, and other general security lighting requirements)



**10 YEAR
LIMITED WARRANTY**

PRODUCT FEATURES

- Keystone Power Select technology (see *Performance Specifications* for details)
- Keystone Color Select technology (3000/4000/5000K)
- Traditional design matches appearance, footprint, and light distribution pattern of legacy HID fixtures. Optimized for one-for-one replacements
- Heavy-duty, die-cast aluminum housing with (5) 1/2" threaded conduit hubs: (1) on back and (1) on all four sides
- Built-in dusk-to-dawn photocell behind translucent 3/4" threaded plug with anti-yellowing agent
- Borosilicate glass lens diffuses light source and provides uniform distribution
- Powered by Keystone 0-10V dimming LED drivers
- Ambient operating temperature: -40°C/-40°F to 50°C/122°F
- UL Certified for wet locations; IP65 rated
- Fixture impact rating IK04
- Power factor: > 0.90
- THD: < 20%
- LED chip lifetime: L70 @ > 100,000 hrs @ 25°C/77°F ambient fixture temperature
- Meets FCC Part 15, Part B, Class A standards for conducted and radiated emissions

**** TAA options available. See *Ordering Information* below**

PERFORMANCE SPECIFICATIONS OVERVIEW

Catalog Number	Preset Wattage	Preset CCT	Lumens	Efficacy	Input Voltage	Dimmable	CRI	Housing Color	Lifetime
KT-WPLED120PS-L1-8CSB-VDIM	120W	5000K	17,680	147 lm/W	120-277V	0-10V	>80	Bronze	50,000hrs
KT-WPLED120PS-L1-8CSB-VDIM-W	120W	5000K	17,680	147 lm/W	120-277V	0-10V	>80	White	50,000hrs
KT-WPLED80PS-M1-8CSB-VDIM	80W	5000K	12,050	151 lm/W	120-277V	0-10V	>80	Bronze	50,000hrs
KT-WPLED80PS-M1-8CSB-VDIM-W	80W	5000K	12,050	151 lm/W	120-277V	0-10V	>80	White	50,000hrs
KT-WPLED55PS-M1-8CSB-VDIM	55W	5000K	8,310	151 lm/W	120-277V	0-10V	>80	Bronze	50,000hrs
KT-WPLED55PS-M1-8CSB-VDIM-W	55W	5000K	8,310	151 lm/W	120-277V	0-10V	>80	White	50,000hrs
KT-WPLED35PS-M1-8CSB-VDIM	35W	5000K	5,360	153 lm/W	120-277V	0-10V	>80	Bronze	50,000hrs
KT-WPLED35PS-M1-8CSB-VDIM-W	35W	5000K	5,360	153 lm/W	120-277V	0-10V	>80	White	50,000hrs

* Color Uniformity: CCT (Correlated Color Temperature) range as per guidelines outlined in ANSI C78.377-2017.

KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

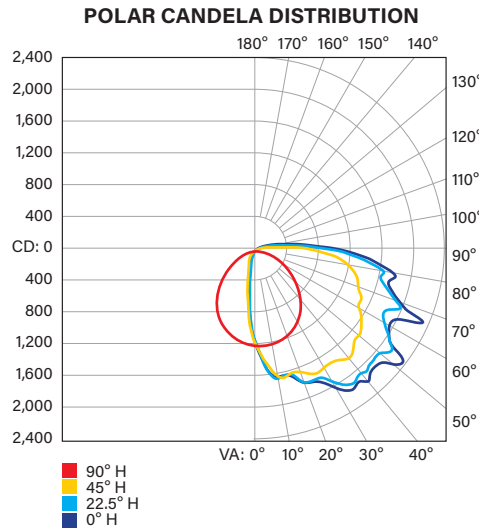
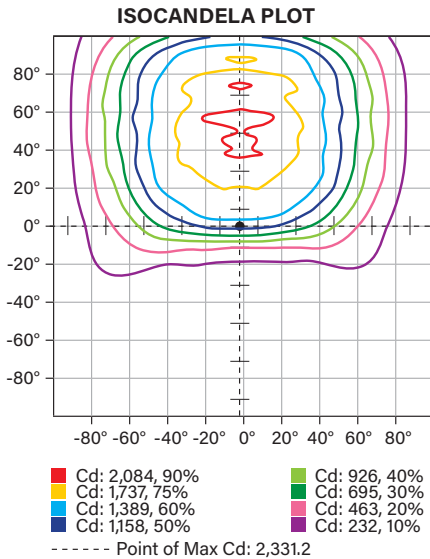
PERFORMANCE SPECIFICATIONS DETAILED

Catalog Number	Selectable Wattage	Selectable CCT	Lumens	Efficacy	Input Voltage	Dimmable	CRI	Housing Color
KT-WPLED120PS-L1-8CSB-VDIM KT-WPLED120PS-L1-8CSB-VDIM-W	120W	3000K	17,400	145 lm/W	120-277V	0-10V	>80	Bronze and White available
		4000K	18,560	155 lm/W				
		5000K	17,680	147 lm/W				
	100W	3000K	14,620	146 lm/W				
		4000K	15,630	156 lm/W				
		5000K	14,920	149 lm/W				
	80W	3000K	11,940	149 lm/W				
		4000K	12,740	159 lm/W				
		5000K	12,180	152 lm/W				
KT-WPLED80PS-M1-8CSB-VDIM KT-WPLED80PS-M1-8CSB-VDIM-W	80W	3000K	11,600	145 lm/W	120-277V	0-10V	>80	Bronze and White available
		4000K	12,590	157 lm/W				
		5000K	12,050	151 lm/W				
	70W	3000K	10,150	145 lm/W				
		4000K	11,150	159 lm/W				
		5000K	10,660	152 lm/W				
	55W	3000K	7,970	145 lm/W				
		4000K	8,710	158 lm/W				
		5000K	8,650	157 lm/W				
KT-WPLED55PS-M1-8CSB-VDIM KT-WPLED55PS-M1-8CSB-VDIM-W	55W	3000K	8,270	150 lm/W	120-277V	0-10V	>80	Bronze and White available
		4000K	8,710	158 lm/W				
		5000K	8,310	151 lm/W				
	45W	3000K	6,880	153 lm/W				
		4000K	7,180	160 lm/W				
		5000K	6,920	154 lm/W				
	35W	3000K	5,470	156 lm/W				
		4000K	5,620	161 lm/W				
		5000K	5,440	155 lm/W				
KT-WPLED35PS-M1-8CSB-VDIM KT-WPLED35PS-M1-8CSB-VDIM-W	35W	3000K	5,130	147 lm/W	120-277V	0-10V	>80	Bronze and White available
		4000K	5,440	155 lm/W				
		5000K	5,360	153 lm/W				
	25W	3000K	3,880	155 lm/W				
		4000K	3,910	156 lm/W				
		5000K	3,900	156 lm/W				
	15W	3000K	2,360	157 lm/W				
		4000K	2,370	158 lm/W				
		5000K	2,360	157 lm/W				

KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

PHOTOMETRIC SPECIFICATIONS (KT-WPLED35PS-M1-8CSB-VDIM & KT-WPLED35PS-M1-8CSB-VDIM-W)

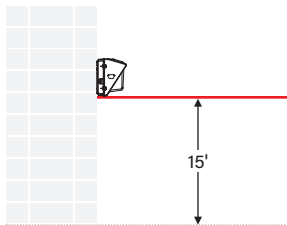


ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Forward Light	4225.6 lm	81.6%
0°-30°	651.8 lm	12.6%
30°-60°	1813.7 lm	35.0%
60°-80°	1268.5 lm	24.5%
80°-90°	491.6 lm	9.5%
Back Light	445.1 lm	8.6%
0°-30°	189.8 lm	3.7%
30°-60°	1871 lm	3.6%
60°-80°	571 lm	1.1%
80°-90°	11.1 lm	0.2%
Up Light	506.7 lm	9.8%
90°-180°	248.3 lm	4.8%
100°-180°	258.4 lm	5.0%

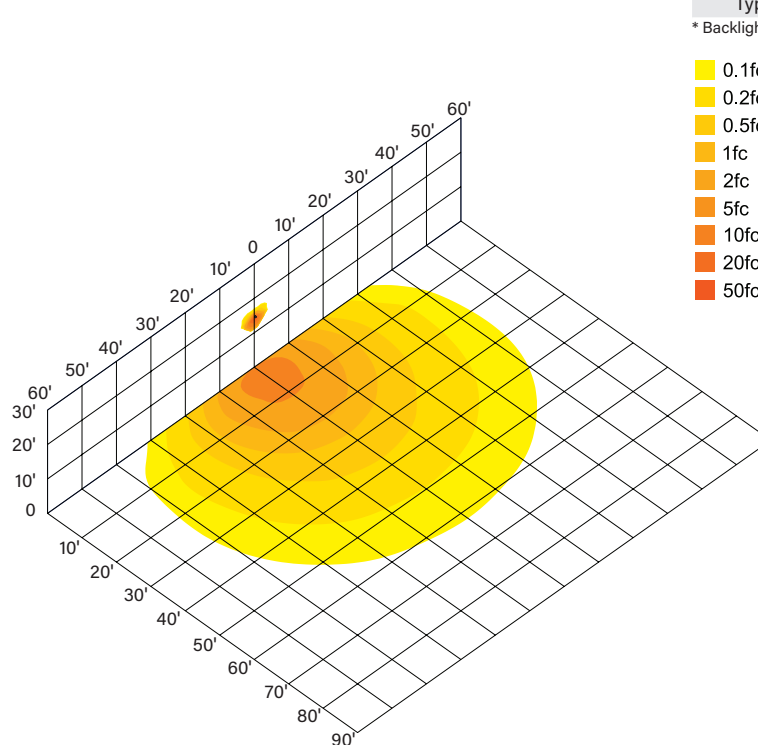
MOUNTING

Side view



LIGHT DISTRIBUTION PATTERN

Isometric view from above; Luminaire mounted at 15'



BUG* Rating

Asymmetrical Luminaire Types

Type I, II, III, IV B1 U3 G3

Quadrilateral Symmetrical Luminaire Types

Type V, Area Light B1 U3 G3

* Backlight, Uplight, Glare

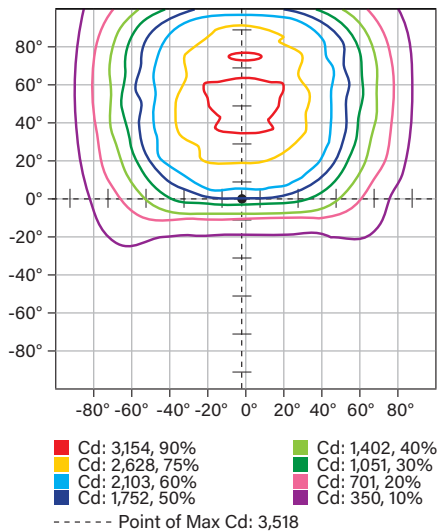
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0.2fc
0.5fc
1fc
2fc
5fc
10fc
20fc
50fc

KT-WPLEDXXPS-X1-8CSB-VDIM-X

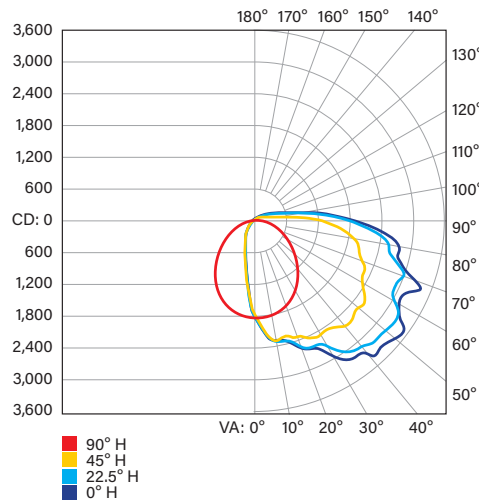
TRADITIONAL LED WALL PACK

PHOTOMETRIC SPECIFICATIONS (KT-WPLED55PS-M1-8CSB-VDIM & KT-WPLED55PS-M1-8CSB-VDIM-W)

ISOCANDELA PLOT



POLAR CANDELA DISTRIBUTION

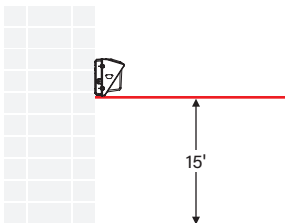


ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Forward Light	6555.7 lm	81.5%
0°-30°	994.0 lm	12.3%
30°-60°	2799.4 lm	34.7%
60°-80°	1982.5 lm	24.6%
80°-90°	779.8 lm	9.9%
Back Light	623.2 lm	7.7%
0°-30°	248.8 lm	3.1%
30°-60°	273.9 lm	3.4%
60°-80°	84.0 lm	1.0%
80°-90°	16.5 lm	0.2%
Up Light	865.6 lm	10.8%
90°-180°	449.4 lm	5.6%
100°-180°	416.2 lm	5.2%

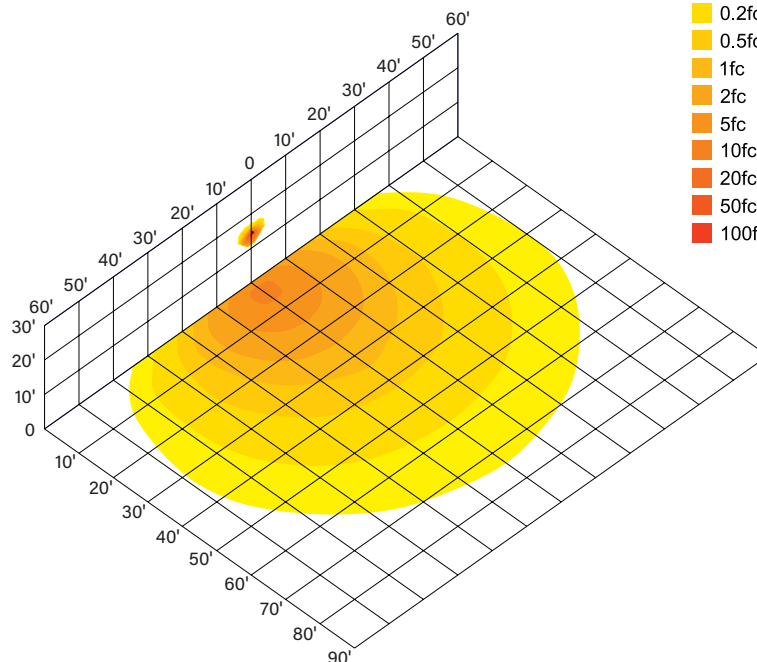
MOUNTING

Side view



LIGHT DISTRIBUTION PATTERN

Isometric view from above; Luminaire mounted at 15'



BUG* Rating

Asymmetrical Luminaire Types

Type I, II, III, IV B1 U3 G5

Quadrilateral Symmetrical Luminaire Types

Type V, Area Light B1 U3 G5

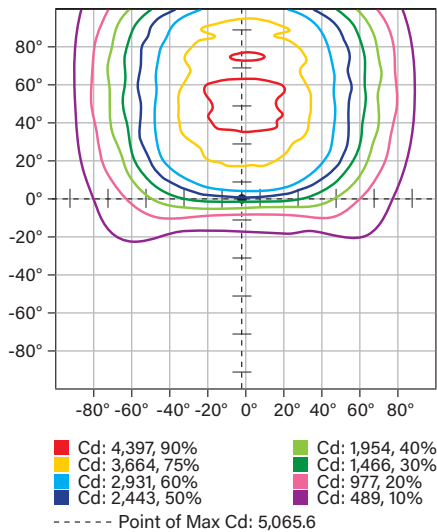
* Backlight, Uplight, Glare

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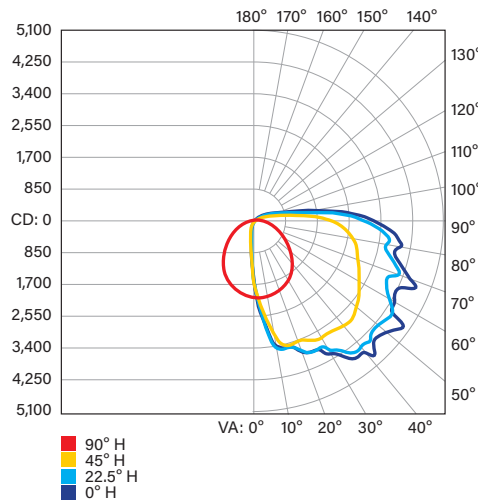
TRADITIONAL LED WALL PACK

PHOTOMETRIC SPECIFICATIONS (KT-WPLED80PS-M1-8CSB-VDIM & KT-WPLED80PS-M1-8CSB-VDIM-W)

ISOCANDELA PLOT



POLAR CANDELA DISTRIBUTION

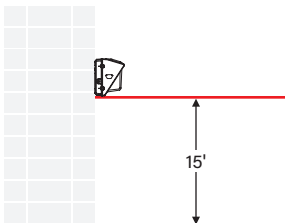


ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Forward Light	9220.3 lm	81.1%
0°-30°	1378.3 lm	12.1%
30°-60°	3899.2 lm	34.3%
60°-80°	2767.7 lm	24.4%
80°-90°	1175.1 lm	10.3%
Back Light	813 lm	7.2%
0°-30°	319.3 lm	2.8%
30°-60°	358.6 lm	3.2%
60°-80°	112.1 lm	1.0%
80°-90°	23.0 lm	0.2%
Up Light	1320.4 lm	11.7%
90°-180°	700.3 lm	6.2%
100°-180°	620.1 lm	5.5%

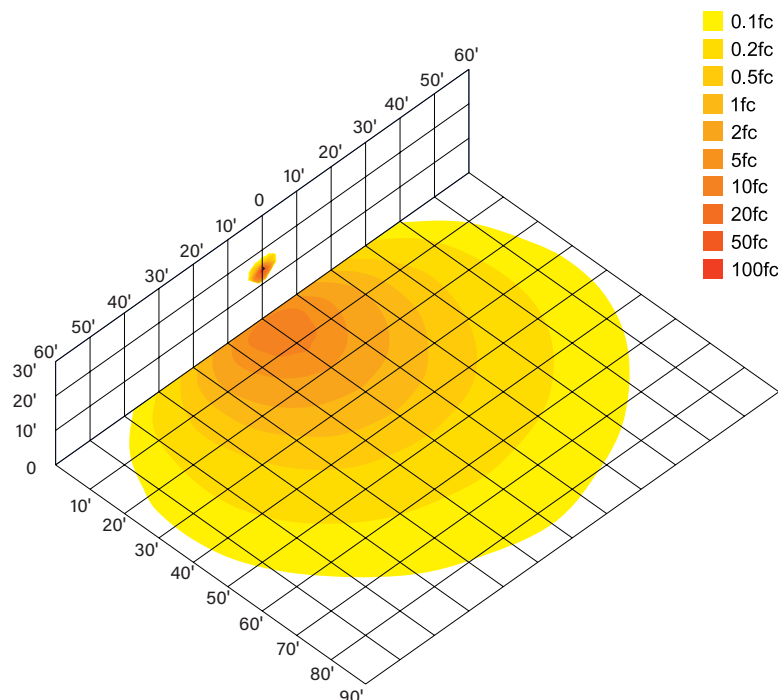
MOUNTING

Side view



LIGHT DISTRIBUTION PATTERN

Isometric view from above; Luminaire mounted at 15'



BUG* Rating

Asymmetrical Luminaire Types

Type I, II, III, IV B1 U4 G5

Quadrilateral Symmetrical Luminaire Types

Type V, Area Light B1 U4 G5

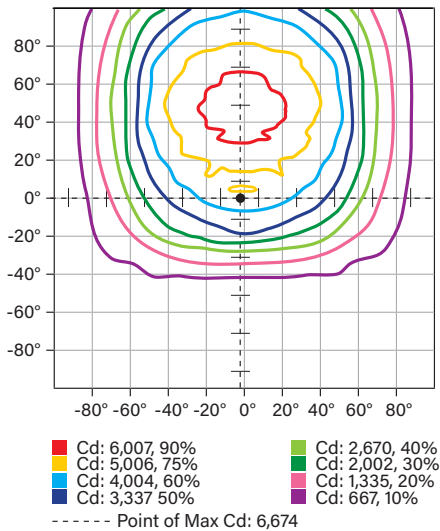
* Backlight, Uplight, Glare

KT-WPLEDXXPS-X1-8CSB-VDIM-X

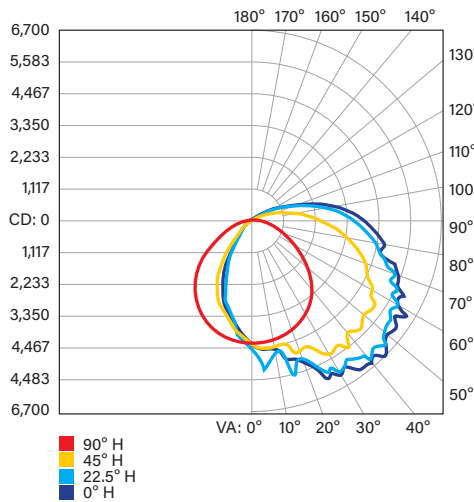
TRADITIONAL LED WALL PACK

PHOTOMETRIC SPECIFICATIONS (KT-WPLED120PS-L1-8CSB-VDIM & KT-WPLED120PS-L1-8CSB-VDIM-W)

ISOCANDELA PLOT



POLAR CANDELA DISTRIBUTION

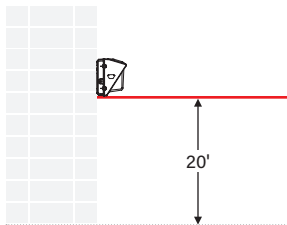


ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Forward Light	12858.1 lm	71.4%
0°-30°	2076.2 lm	11.5%
30°-60°	5634.1 lm	31.3%
60°-80°	3724.2 lm	20.7%
80°-90°	1423.6 lm	7.9%
Back Light	2792 lm	15.6%
0°-30°	1304.6 lm	7.3%
30°-60°	1216.6 lm	6.8%
60°-80°	233.5 lm	1.3%
80°-90°	37.3 lm	0.2%
Up Light	2328.1 lm	12.9%
90°-180°	1061.1 lm	5.9%
100°-180°	1267.0 lm	7.0%

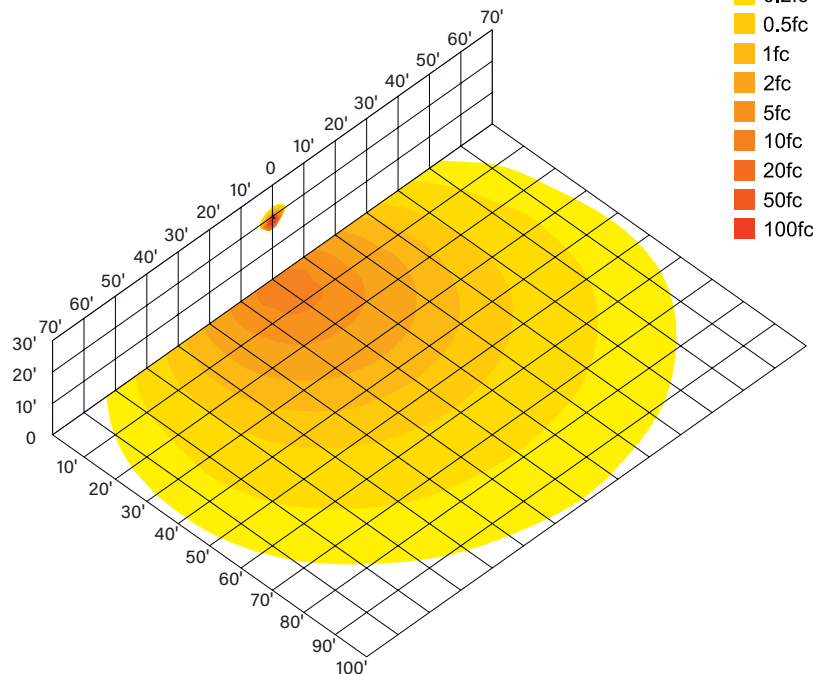
MOUNTING

Side view



LIGHT DISTRIBUTION PATTERN

Isometric view from above; Luminaire mounted at 20'



0.1fc
0.2fc
0.5fc
1fc
2fc
5fc
10fc
20fc
50fc
100fc

* Backlight, Uplight, Glare

BUG* Rating

Asymmetrical Luminaire Types

Type I, II, III, IV B3 U5 G5

Quadrilateral Symmetrical Luminaire Types

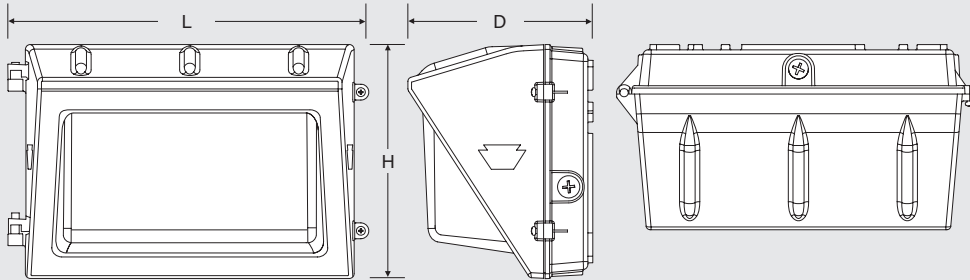
Type V, Area Light B3 U5 G5

KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

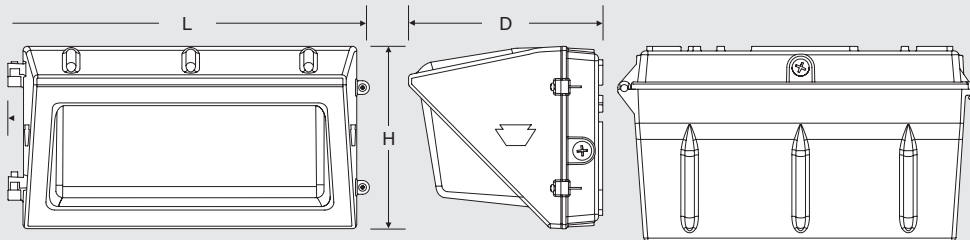
PHYSICAL SPECIFICATIONS

KT-WPLEDXXPS-M1-8CSB-VDIM-X



KT-WPLEDXXPS-M1-8CSB-VDIM-X	
L (Length)	14.36"
H (Height)	9.38"
D (Depth)	7.33"

KT-WPLED120PS-L1-8CSB-VDIM-X



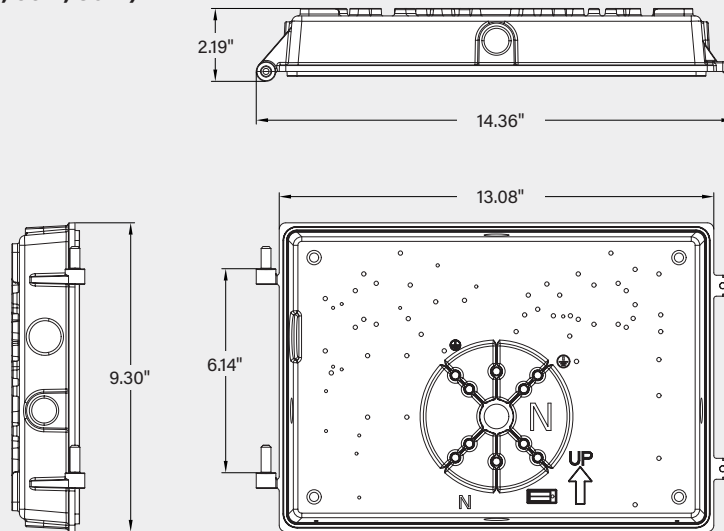
KT-WPLED120PS-L1-8CSB-VDIM-X	
L (Length)	17.88"
H (Height)	9.02"
D (Depth)	9.59"

KT-WPLEDXXPSHV-X1-8CSB-VDIM

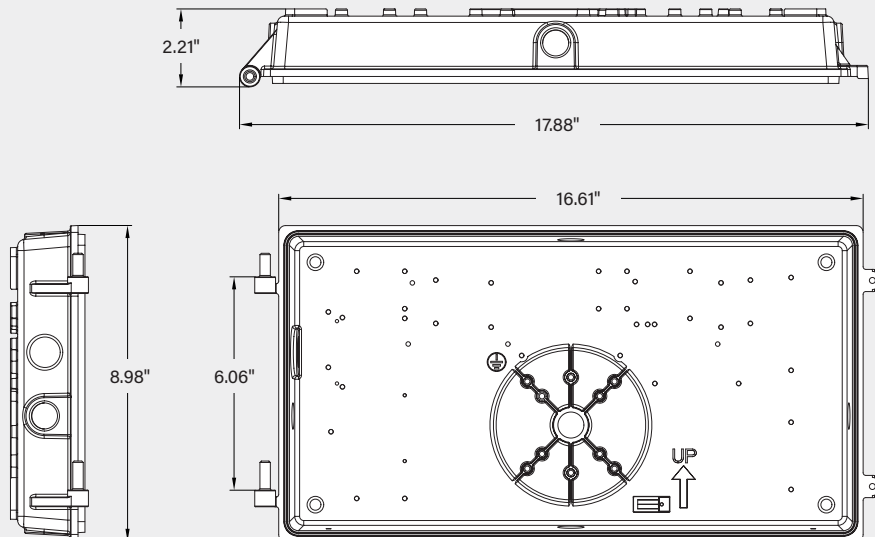
TRADITIONAL LED WALL PACK

PHYSICAL SPECIFICATIONS (continued)

MEDIUM BACKPLATE (35W, 55W, 80W)



LARGE BACKPLATE (120W)

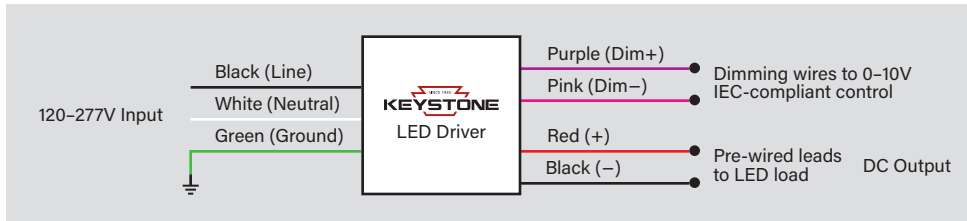


KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

GENERAL SETUP INSTRUCTIONS

GENERAL WIRING DIAGRAM



Caution: Before installing, make certain that AC power to the fixture is off.

Caution: The electrical rating of this product is 120-277V. Installer must confirm that there is 120-277V at the fixture before installation.

PHOTOCELL ENABLE / DISABLE

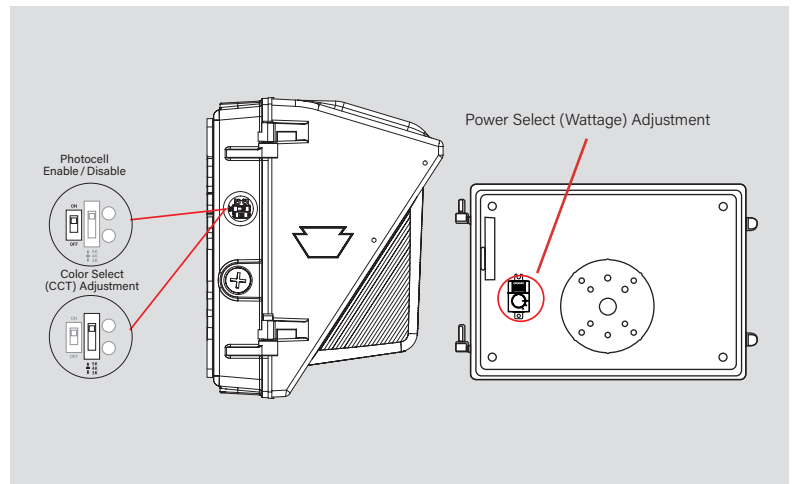
This fixture is equipped with a dusk-to-dawn photocell behind the translucent knock-out (KO) cover. Adjust the dip switch to enable (ON) or disable (OFF) the photocell function (see illustrations to the right). Fixture comes preset with photocell enabled unless otherwise noted.

COLOR SELECT (CCT) ADJUSTMENT

This fixture is equipped with Color Select technology. There is an adjustable dip switch behind the translucent knock-out (KO) cover to change CCT between 5000K, 4000K, and 3000K (see illustrations to the right). Fixture comes preset at 5000K unless otherwise noted.

POWER SELECT (WATTAGE) ADJUSTMENT

This fixture is equipped with Power Select technology. There is an adjustable dial inside the fixture housing to change the wattage (see illustrations to the right). Fixture comes preset to highest wattage unless otherwise noted.



KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

ACCESSORIES

SENSORS/CONTROLLERS

Factory-Installable OR Field-Installable (field-installable purchased separately)

✓	Suffix*	Catalog number	Description	UPC	Easy Code
	/MW3	KTS-MW3-UV-KO-K1	Microwave sensor kit Includes 120-277V input to 12V DC convertor & 12V input sensor head Bi-level control with adjustable hold time, dim level, and standby time Installs via 1/2" KO	843654134147	BKG-51



Microwave Sensor Kit
KTS-MW3-UV-KO-K1

* For factory installation of accessory, add suffix to fixture part number (see ordering examples and instructions on last page of spec sheet).

MOUNTS/BRACKETS

Field-Installable (field-installable purchased separately)

✓	Suffix*	Catalog number	Description	UPC	Easy Code
	-	KT-WPLED-BP-M	Wall mount pack plate Used on medium housings Covers legacy style large HID housing dimensions Bronze	843654130613	CCJ-21



Back Plate
KT-WPLED-BP-M

* For factory installation of accessory, add suffix to fixture part number (see ordering examples and instructions on last page of spec sheet).

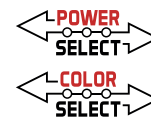
SURGE PROTECTORS

Factory-Installable OR Field-Installable (field-installable purchased separately)

✓	Suffix*	Catalog number	Description	UPC	Easy Code
	/10KV	KTSP-10KV-C	External surge protector Compact design Parallel wiring 120-277V input Max peak protection (10kV, 10kA)	843654129204	BUU-26



External Surge Protector
KTSP-10KV-C



KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

ORDERING INFORMATION

Catalog Number	UPC	Easy Code	DLC Product ID
KT-WPLED120PS-L1-8CSB-VDIM	843654177458	BST-64	S-P9GC87
KT-WPLED120PS-L1-8CSB-VDIM /TAA	TBD	TBD	
KT-WPLED120PS-L1-8CSB-VDIM-W	843654177465	UDF-33	
KT-WPLED120PS-L1-8CSB-VDIM-W /TAA	TBD	TBD	
KT-WPLED80PS-M1-8CSB-VDIM	843654177434	RZA-94	S-YKKHVZ
KT-WPLED80PS-M1-8CSB-VDIM /TAA	TBD	TBD	
KT-WPLED80PS-M1-8CSB-VDIM-W	843654177441	DVR-99	
KT-WPLED80PS-M1-8CSB-VDIM-W /TAA	TBD	TBD	
KT-WPLED55PS-M1-8CSB-VDIM	843654177410	TZY-02	S-J8HQRK
KT-WPLED55PS-M1-8CSB-VDIM /TAA	TBD	TBD	
KT-WPLED55PS-M1-8CSB-VDIM-W	843654177427	FBS-86	
KT-WPLED55PS-M1-8CSB-VDIM-W /TAA	TBD	TBD	
KT-WPLED35PS-M1-8CSB-VDIM	843654177397	XIY-44	S-4WYSM1
KT-WPLED35PS-M1-8CSB-VDIM /TAA	TBD	TBD	
KT-WPLED35PS-M1-8CSB-VDIM-W	843654177403	YMH-94	
KT-WPLED35PS-M1-8CSB-VDIM-W /TAA	TBD	TBD	

CATALOG NUMBER BREAKDOWN

KT-WPLEDXXPS-X1-8CSB-VDIM-X

1	2	3	4	5	6	7	8	9	10	11	12
1 Keystone Technologies	2 Wall Pack LED Fixture	3 Max Wattage	4 Power Select	5 Size	6 Style	7 80 CRI	8 Color Select	9 Color Select Designation	10 0-10V Dimming	11 Housing Color	12 TAA Compliant
		3 Wattage									
		35	35/25/15W								
		55	55/45/35W								
		80	80/70/55W								
		120	120/100/80W								
		5 Size									
		M	Medium								
		L	Large								
		6 Style									
		1	Traditional								
		12 TAA Compliant									
		/TAA	Made in Mexico								
		9 Color Select Designation									
		B	3000/4000/5000K								
		11 Housing Color									
			Bronze								
		W	White								

KT-WPLEDXXPS-X1-8CSB-VDIM-X

TRADITIONAL LED WALL PACK

ORDERING EXAMPLES

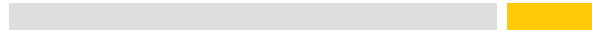
FIXTURE WITH MULTIPLE FACTORY-INSTALLED ACCESSORIES*

KT-WPLED35PS-M1-8CSB-VDIM /MW3/10KV



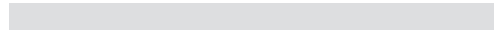
FIXTURE WITH SINGLE FACTORY-INSTALLED ACCESSORY

KT-WPLED35PS-M1-8CSB-VDIM /MW3



FIXTURE WITH NO FACTORY-INSTALLED ACCESSORIES

KT-WPLED35PS-M1-8CSB-VDIM



* When ordering more than one factory-installed accessory, use multiple suffixes as shown in the ordering examples above.

Note: All accessories can also be ordered separately for field installation using just their regular Catalog Number, UPC, or Easy Code.

KEYSTONE FIXTURE

Catalog number

KT-WPLED35-M1-8CSB-VDIM

SENSORS/CONTROLLERS

✓	Suffix*	Catalog number
	/MW3	KTS-MW3-UV-KO-K1

SURGE PROTECTORS

✓	Suffix*	Catalog number
	/10KV	KTSP-10KV-C

1

2

3

4

5

A

B

C

D

E

F

EXTERIOR ILLUMINATION

RC-1 RECESSED DOWN LIGHT
LITHONIA LIGHTING WR6
6" WAFER LED RECESSED DOWNLIGHT
10'-0" MOUNTING HEIGHT
ILLUMINATION AREA: 1.3' DIAMETER @ 9 FOOT CANDLES

WP-1 SURFACE MOUNTED WALL PACK
KEYSTONE TRADITIONAL LED WALLPACK
14"X3" 35w WALL MOUNTED ARCHITECTURAL WALL LUMINAIRE
12'-0" MOUNTING HEIGHT
ILLUMINATION AREA: 26' X 40' 1.0 AVERAGE FOOT CANDLES

WP-2 SURFACE MOUNTED WALL PACK
KEYSTONE TRADITIONAL LED WALLPACK
14"X3" 55w WALL MOUNTED ARCHITECTURAL WALL LUMINAIRE
20'-0" MOUNTING HEIGHT
ILLUMINATION AREA: 36' X 64' 1.0 AVERAGE FOOT CANDLES

PROJECT INFO

Site Data
Address: 311 East 48th Street
Garden City, ID 83714
Parcel: R2734523476
Zoning: R-3
Area: .680 Acres [29,621 sqft]
Use: Single Family Residential
Existing: Single Family Townhomes
Proposed: [Individual Lots]

Building Data
Gross Area: 28,294 sq. ft. (Includes Garages)

Units:
Unit A (7) 1,759 sq. ft. 12,313 sq. ft.
Unit B (5) 1,161 sq. ft. 5,805 sq. ft.
Unit C (2) 2,259 sq. ft. 4,518 sq. ft.
Total 14 Units 22,636 sq. ft.

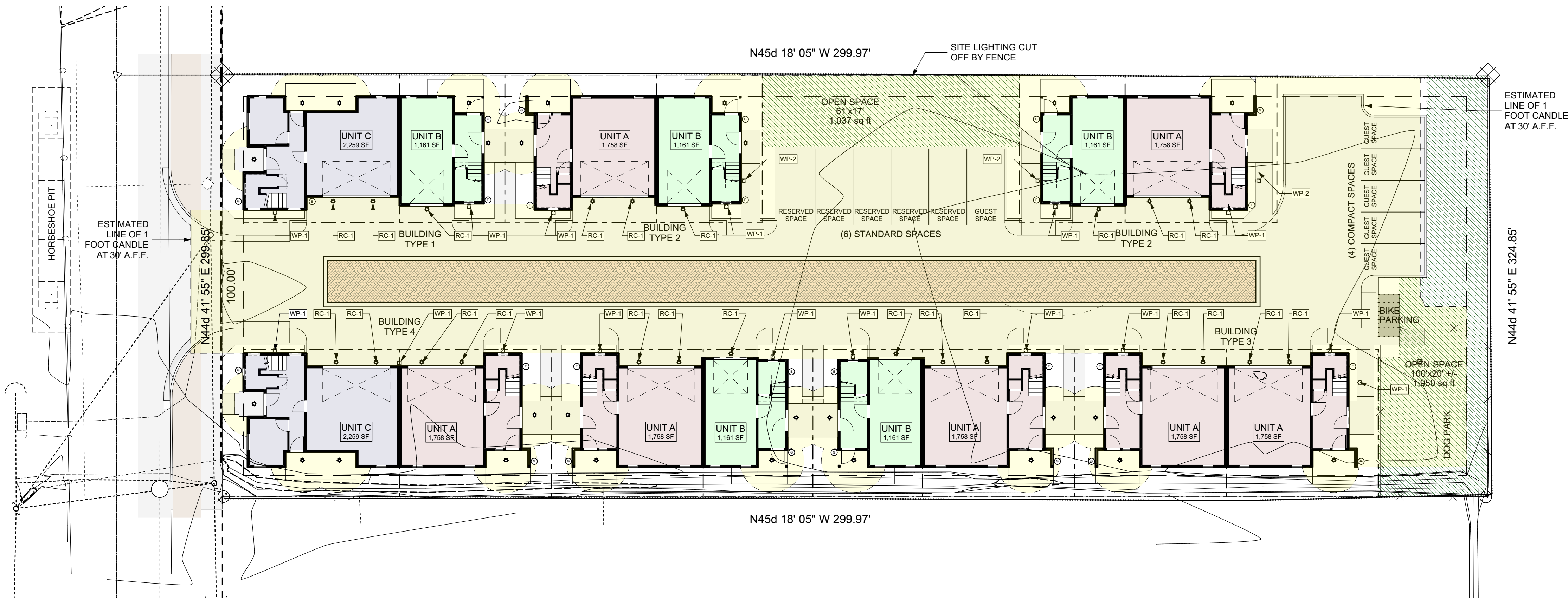
Site Coverage:
Building 8,946 sq. ft. 30.20%
Impervious Hardscape 11,733 sq. ft. 39.61%
Pervious Pavers 2,640 sq. ft. 8.91%
Landscape 6,302 sq. ft. 21.27%
Total Site Area: 29,621 sq. ft. (.68 Acres)

Open Space:
Required (10.0%) 29,621 x .10 = 2,962 sq. ft.
Provided (10.08%) 2,987 sq. ft.

Automobile Parking
Required:
2 spaces/unit (>2 Bed Units) x14 28.0
.5 spaces/unit (first 10) x10 5.0
.1 space/unit (remaining) x4 .4
Total 33.4 Spaces

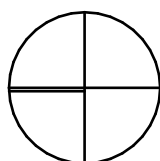
Provided:
Compact (9' x 19') 6
Compact (7.5' x 15') 5
Garage (10' x 20') 23
Total 34 Spaces

Bicycle Parking
Required: 19 Spaces [14 covered + 5]
Provided:
Standard Covered (2' x 6') 14 Unit Garage
Standard (2' x 6') 5
Total 19 Spaces



Site Plan

SCALE: 1/16" = 1'



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48th Street Townhomes

311 E. 48th Street
Parcel No. R2734523476
Garden City, Idaho 83714

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CHECKED BY: DG

SCALE: AS NOTED

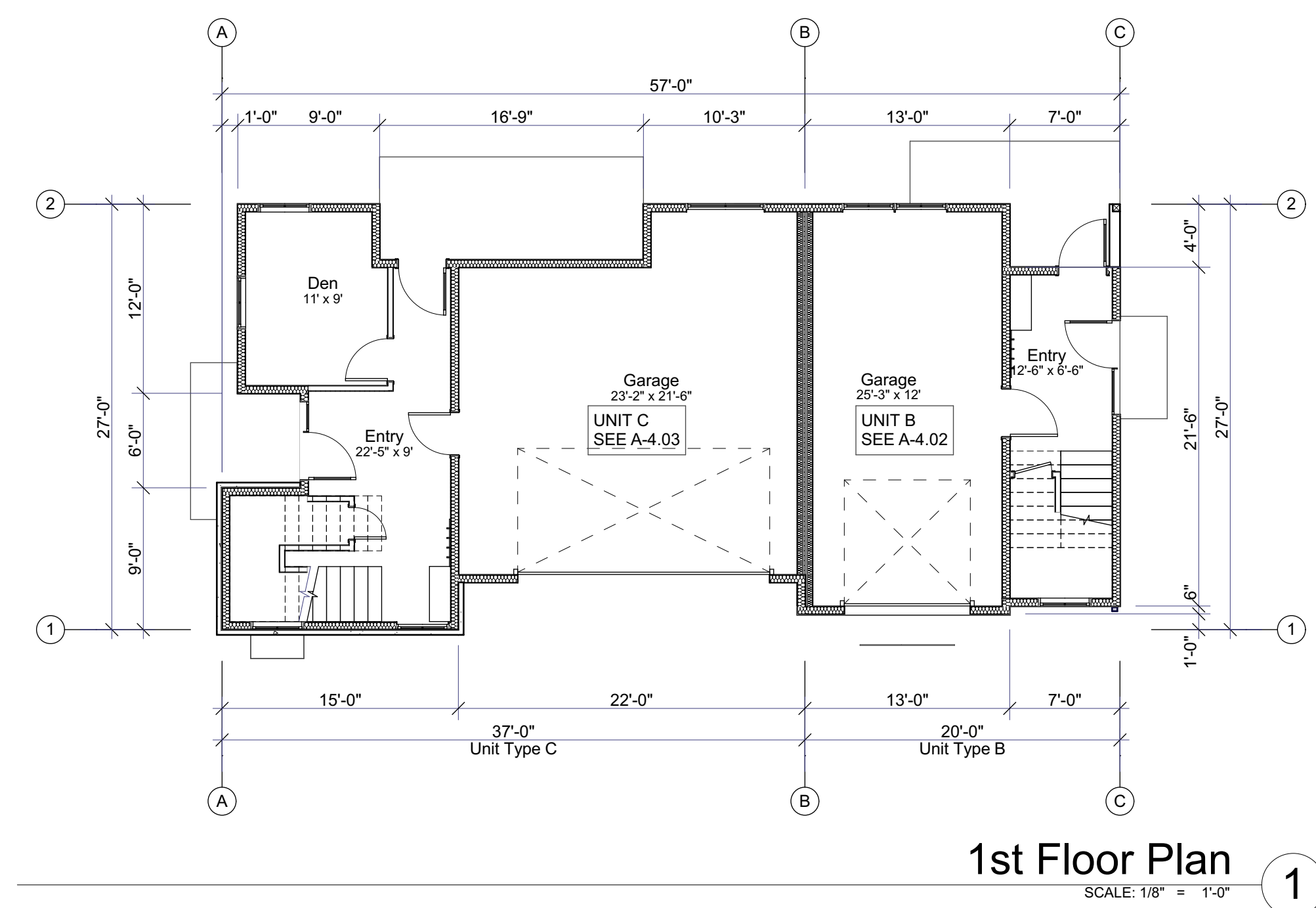
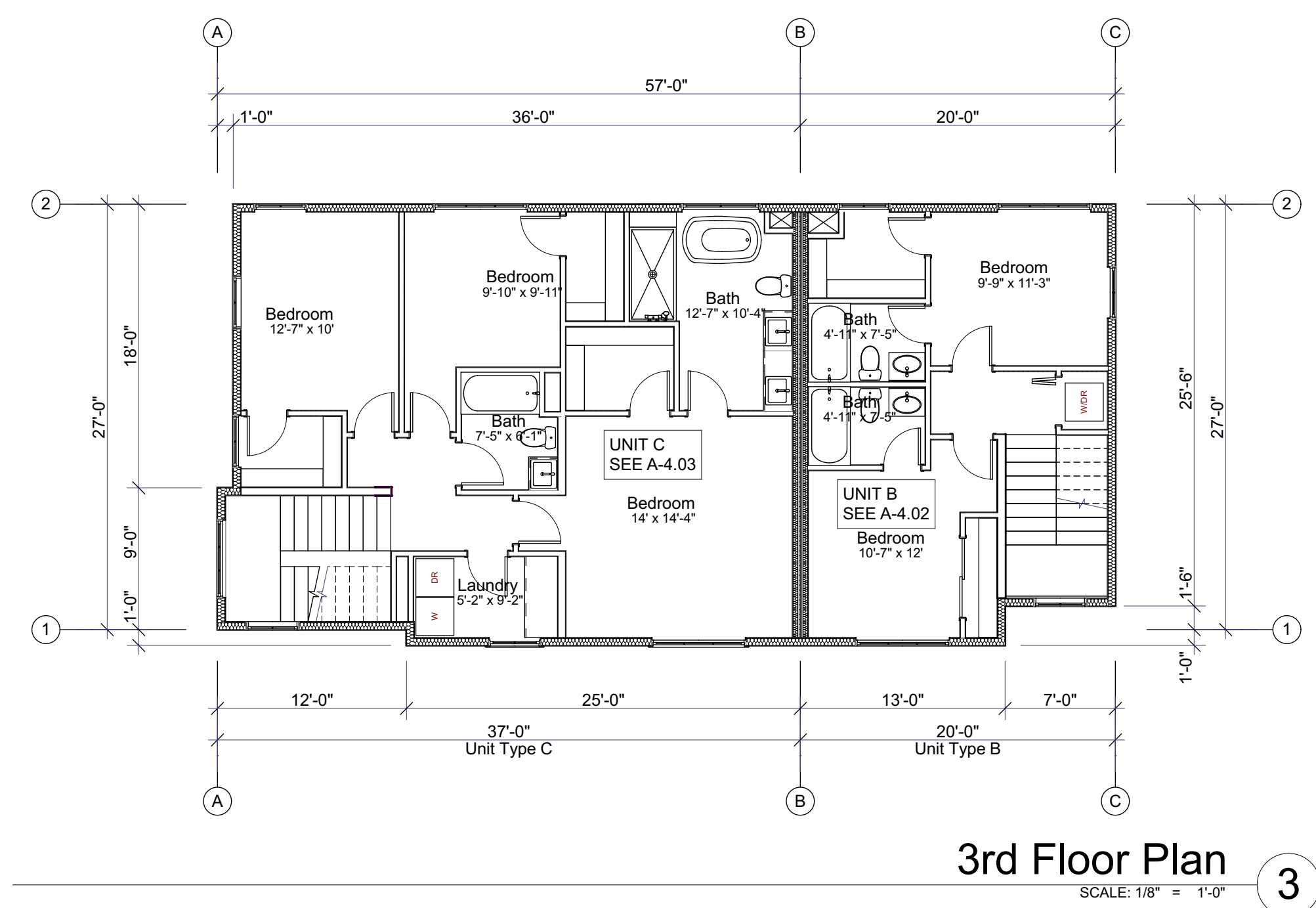
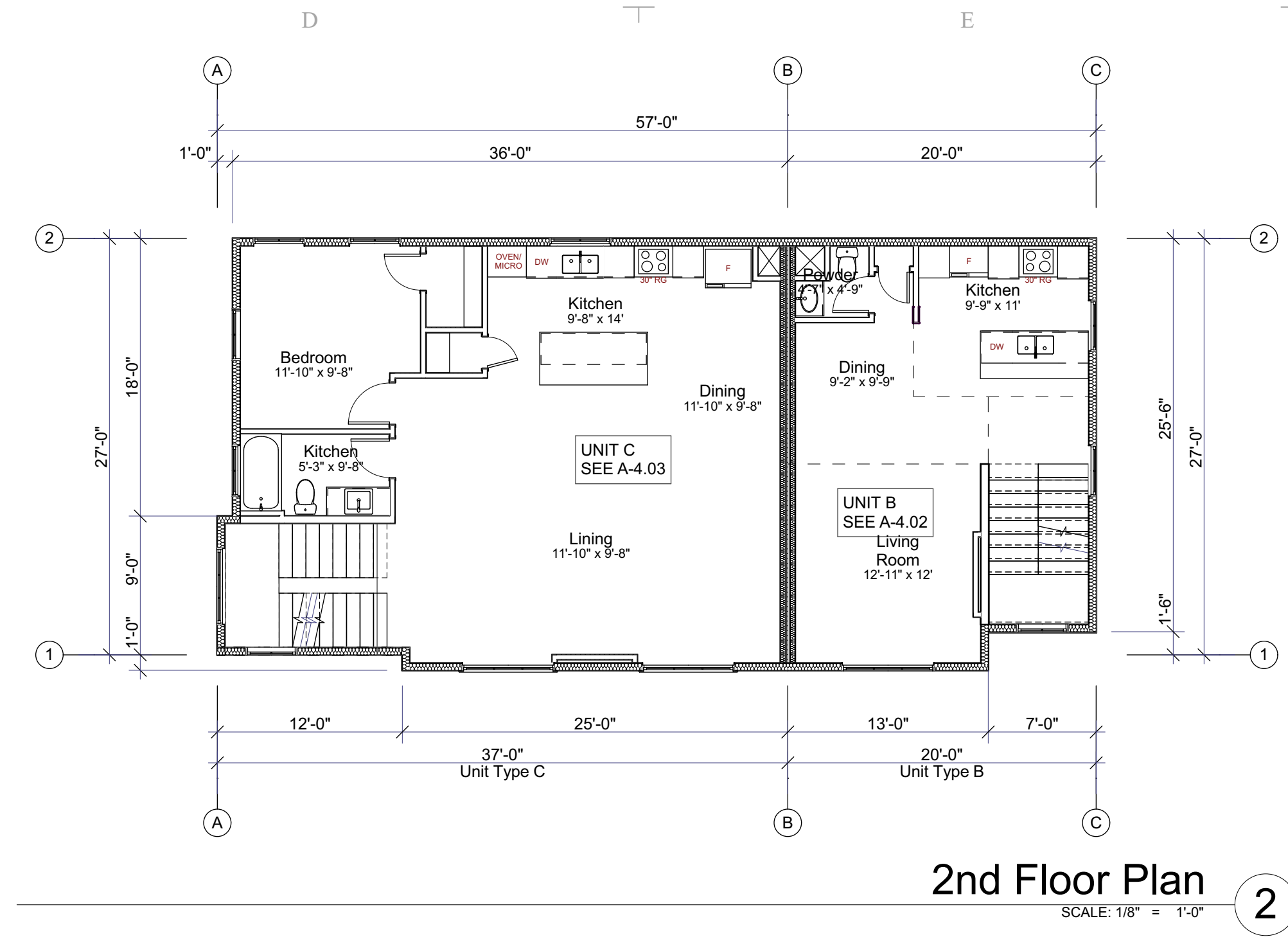
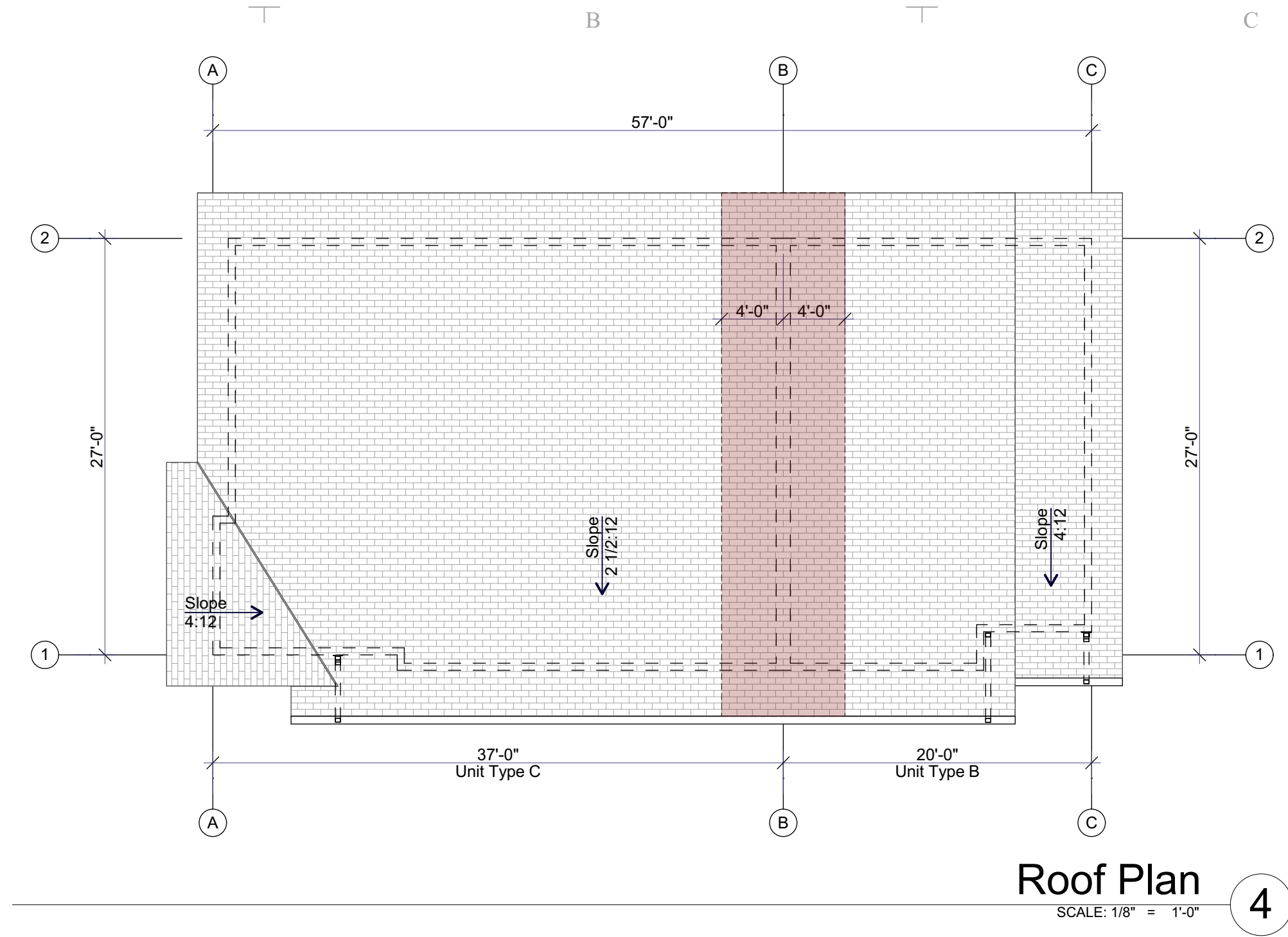
DATE: 2-23-26

PROJECT NO: 26-048

SHEET TITLE

Site Plan

A-0.01



MARK	DATE	DESCRIPTION

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48th Street Townhomes

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Parcel No. R2734523476

Garden City, Idaho 83714

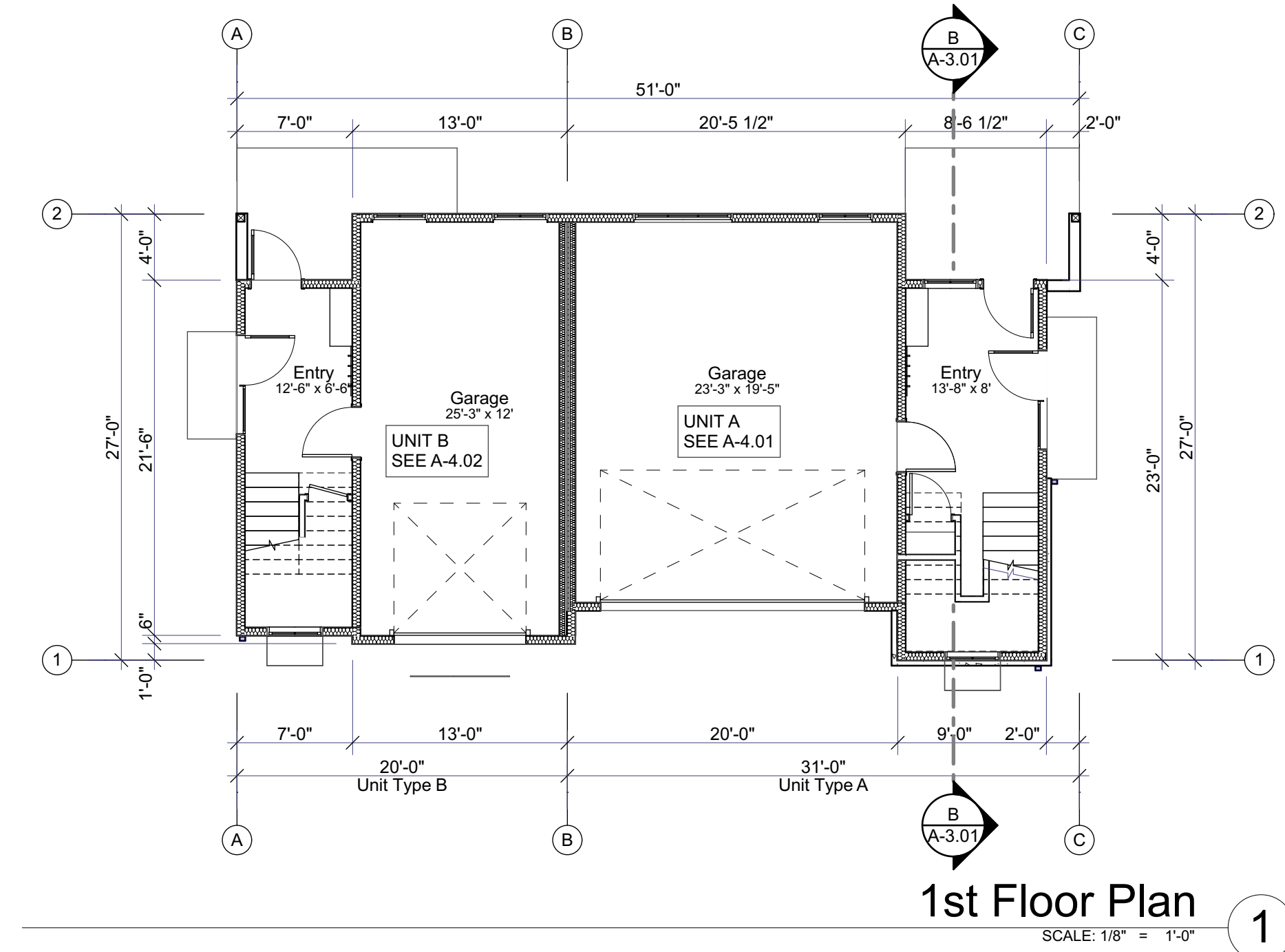
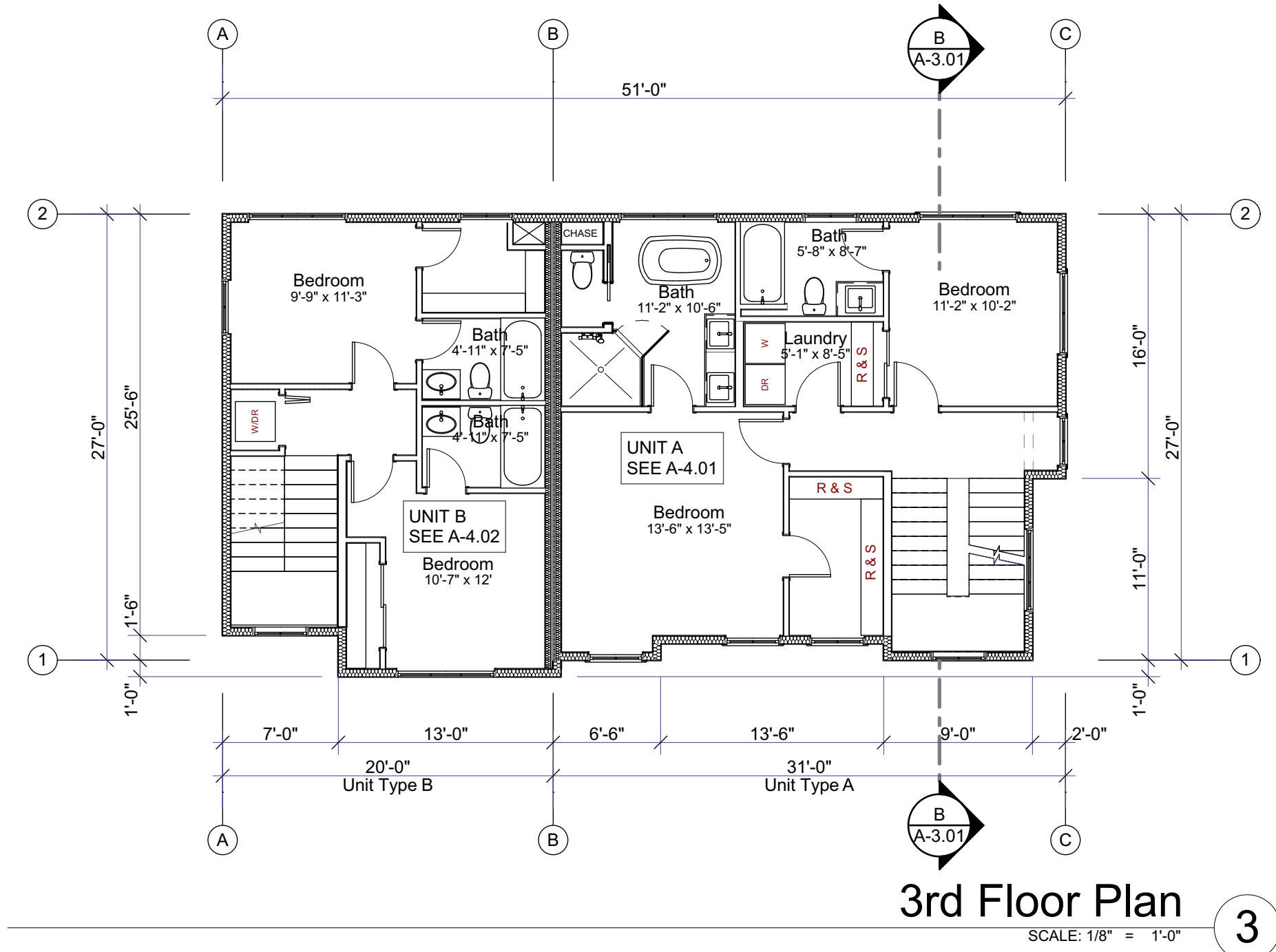
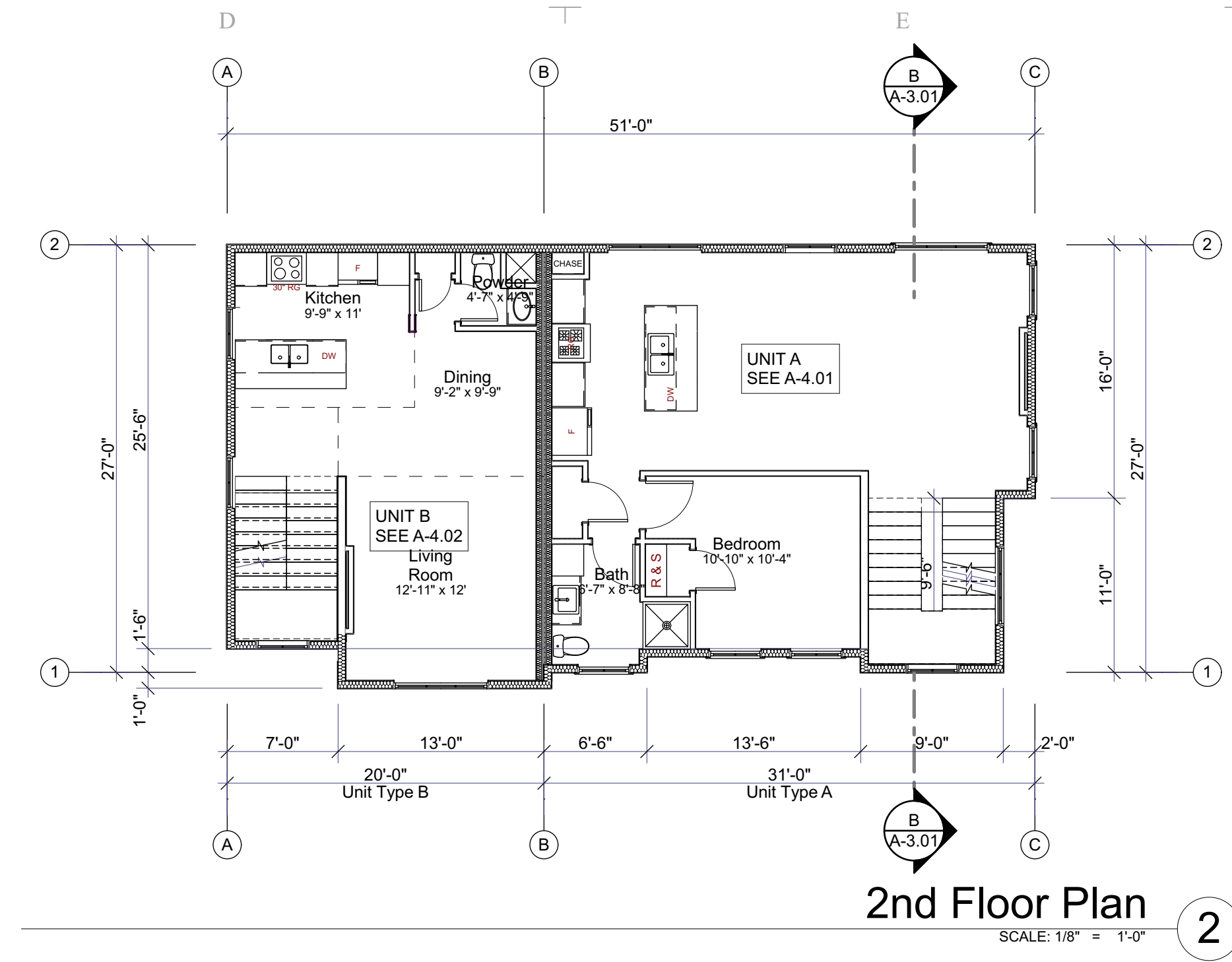
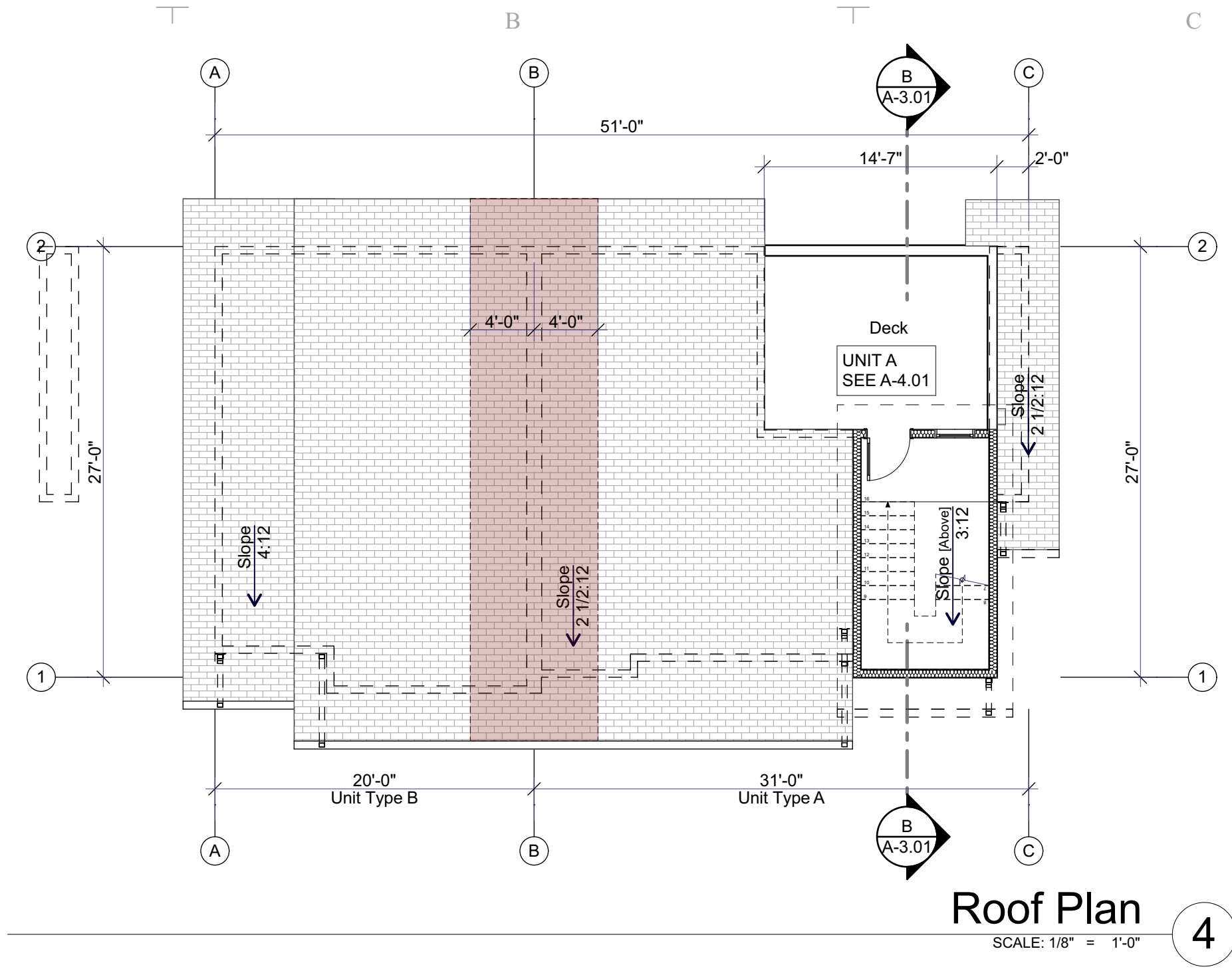
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DATE:	2-23-26
PROJECT NO:	26-048

SHEET TITLE

Floor Plans - Bldg.
Type 1

A-1.01



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48th Street Townhomes

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PROJECT NO:	26-048
SHEET TITLE	

Floor Plans - Bldg.

Type 2

A-1.02

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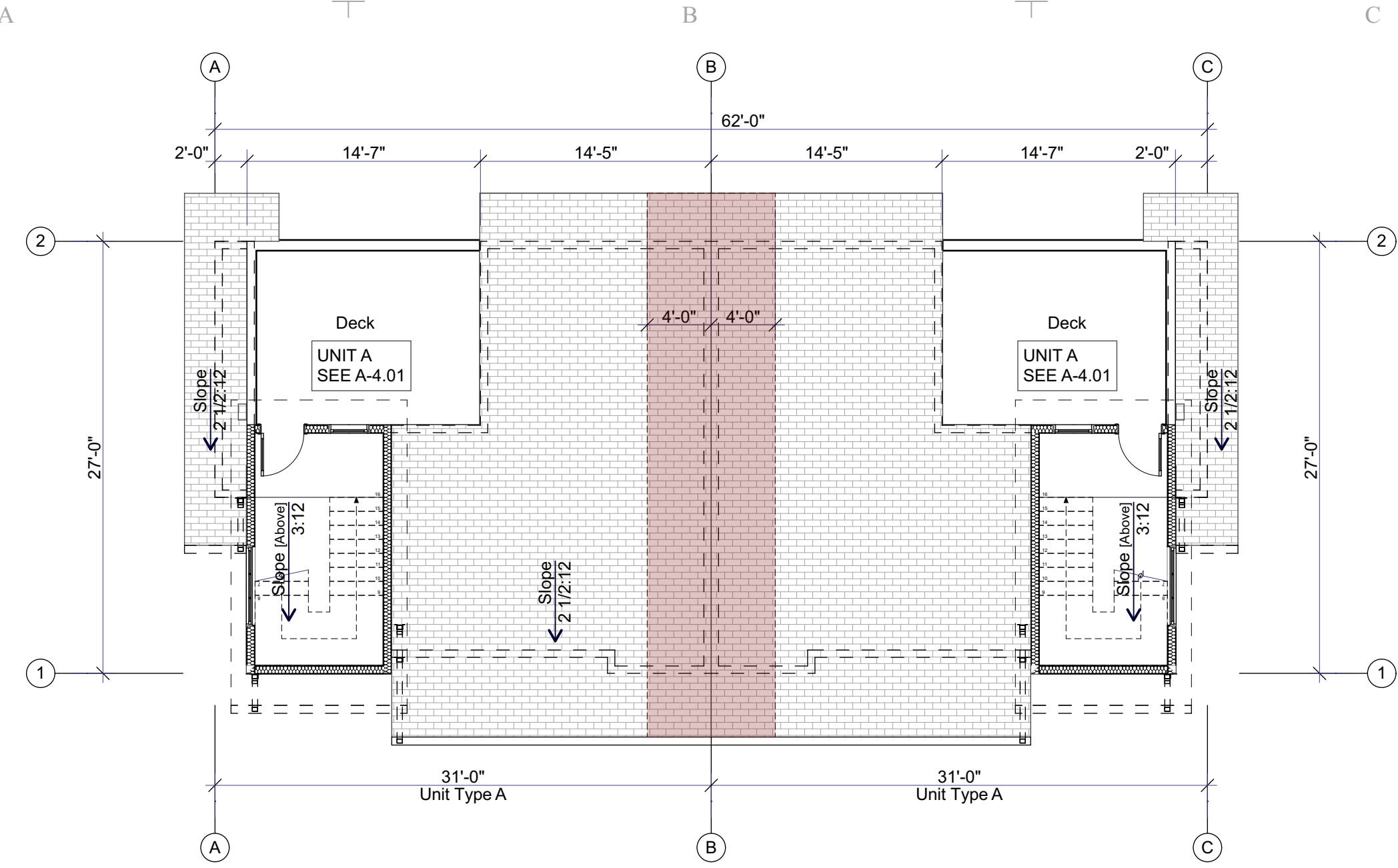
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SHEET TITLE

Floor PLans - Bldg.
Type 3

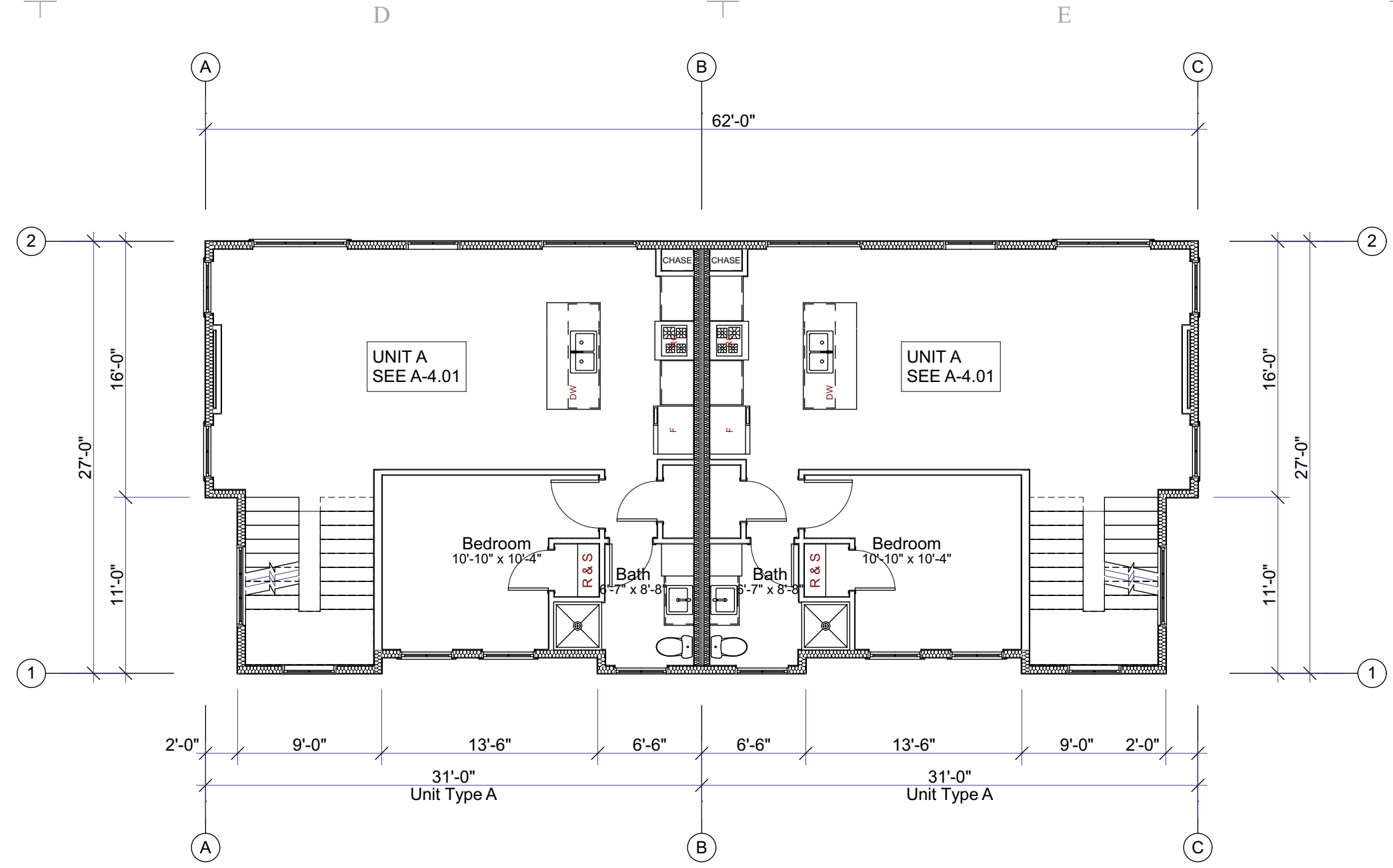
A-1.03



Roof Plan

SCALE: 1/8" = 1'-0"

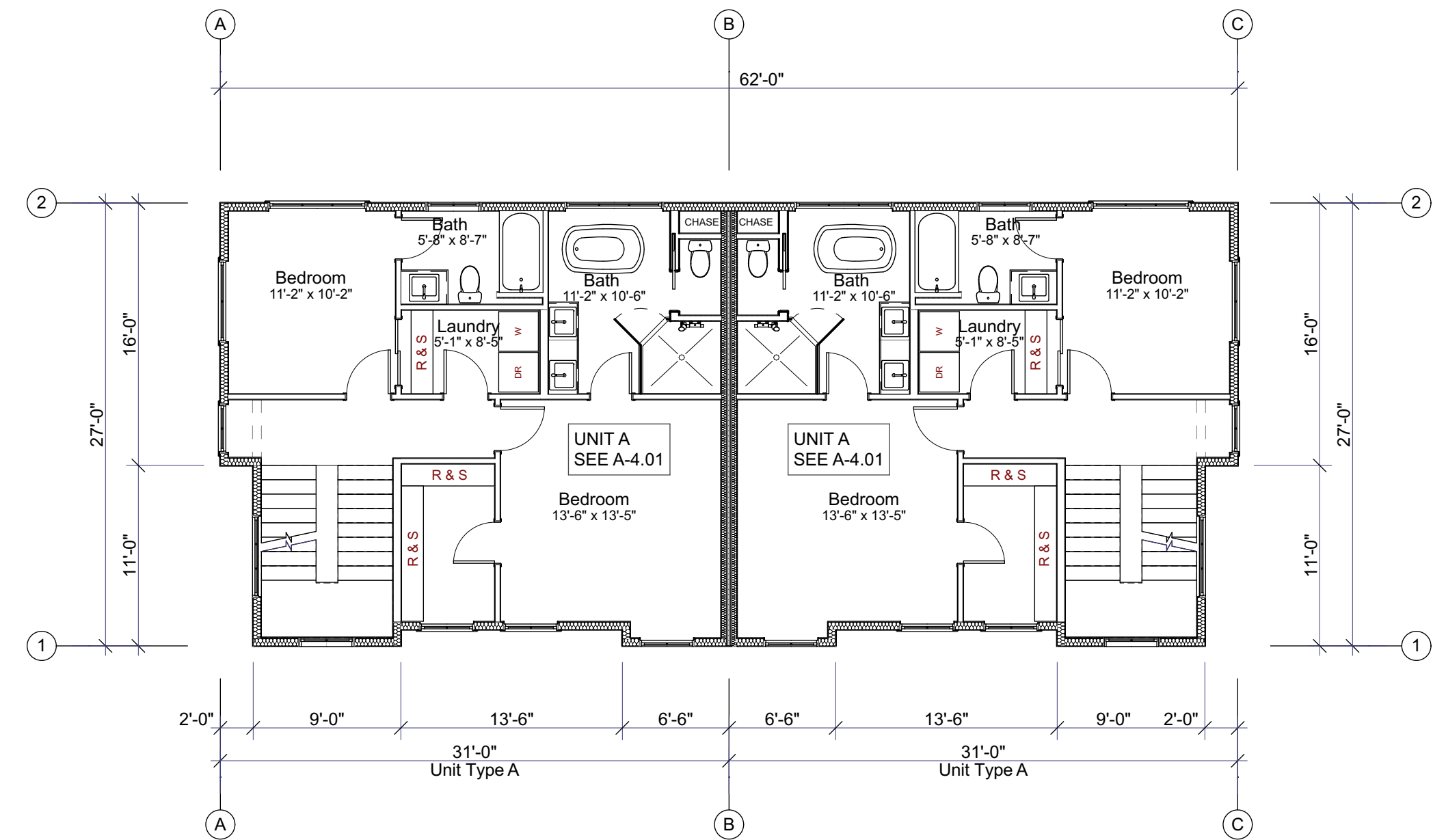
4



2nd Floor Plan

SCALE: 1/8" = 1'-0"

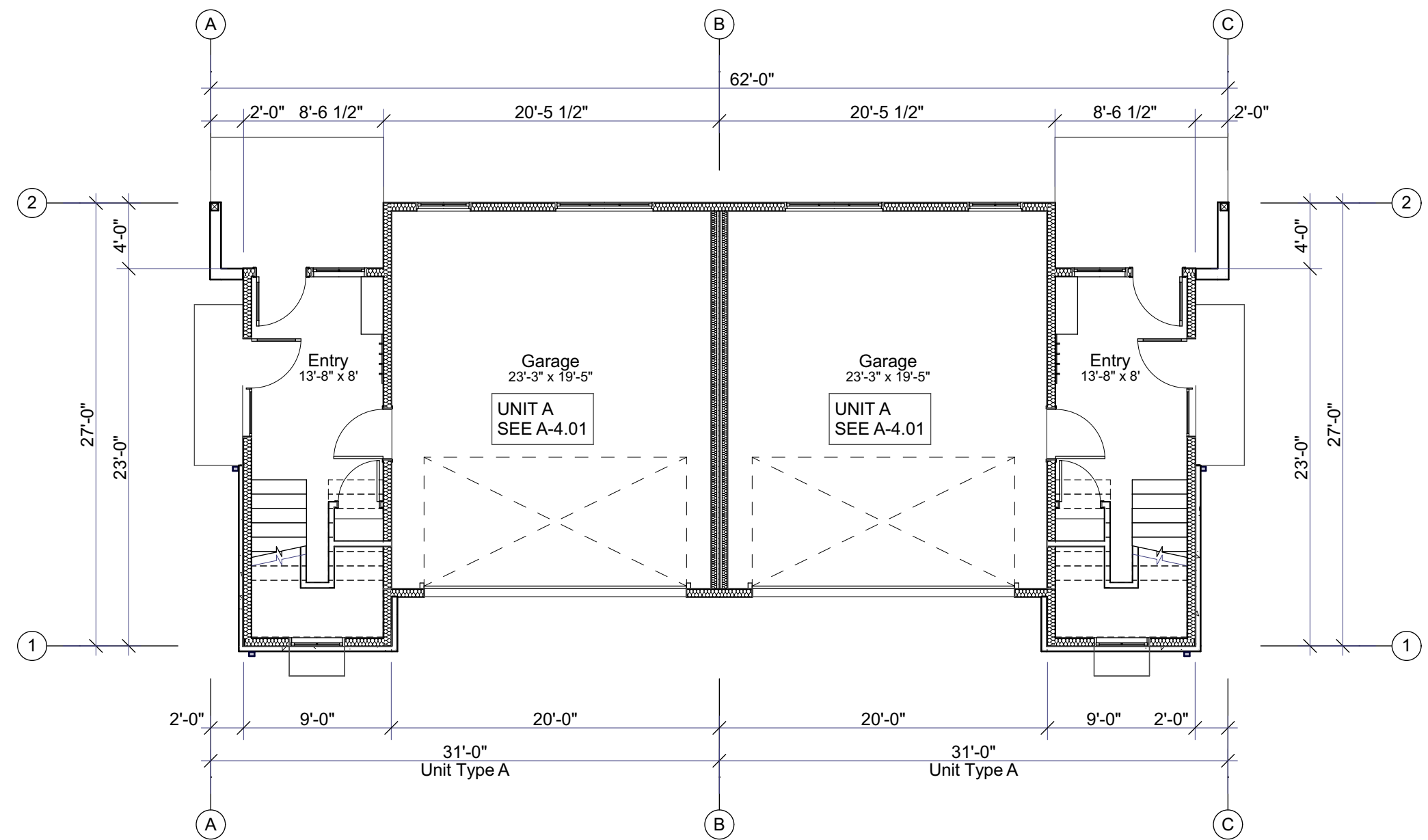
2



3rd Floor Plan

SCALE: 1/8" = 1'-0"

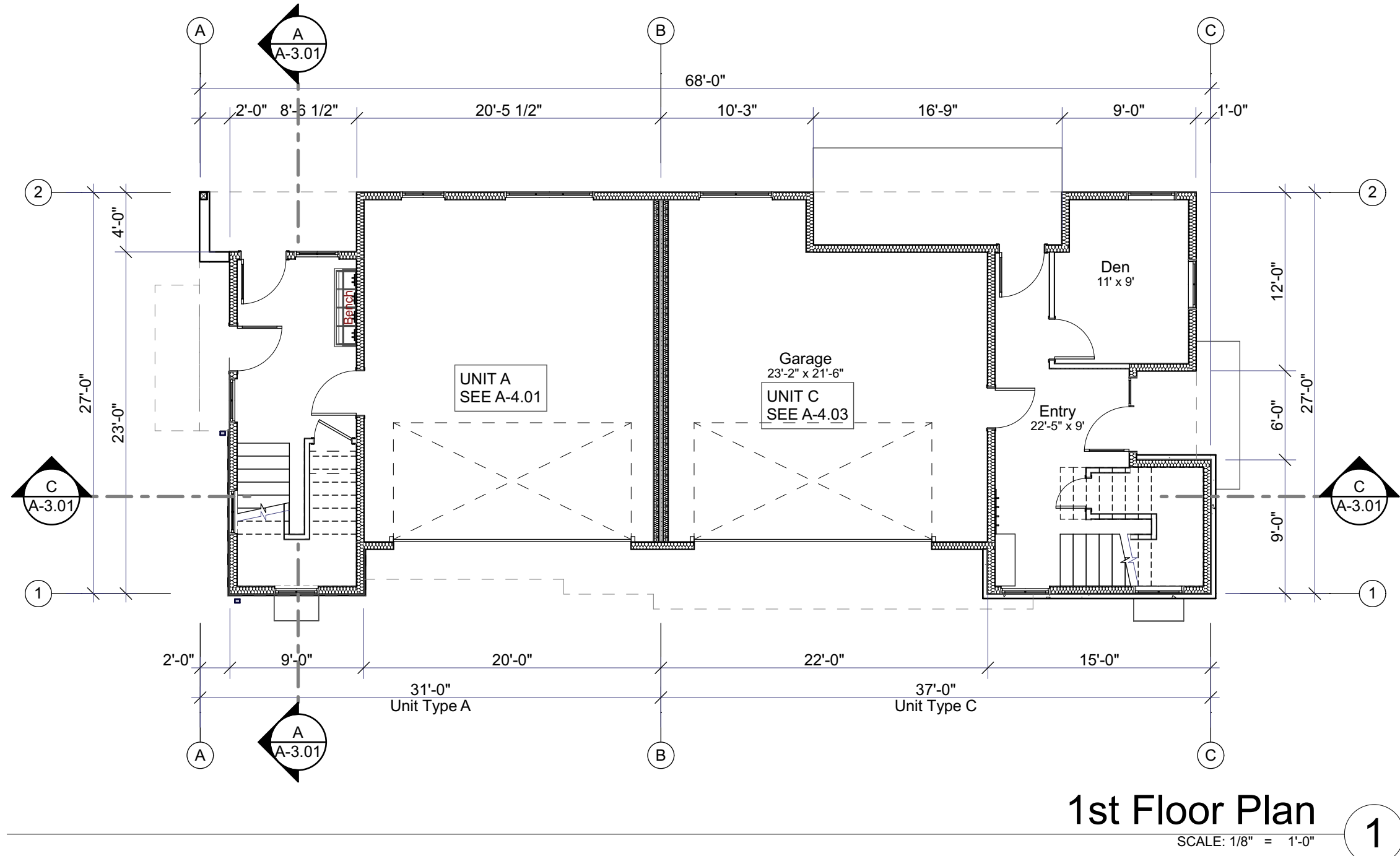
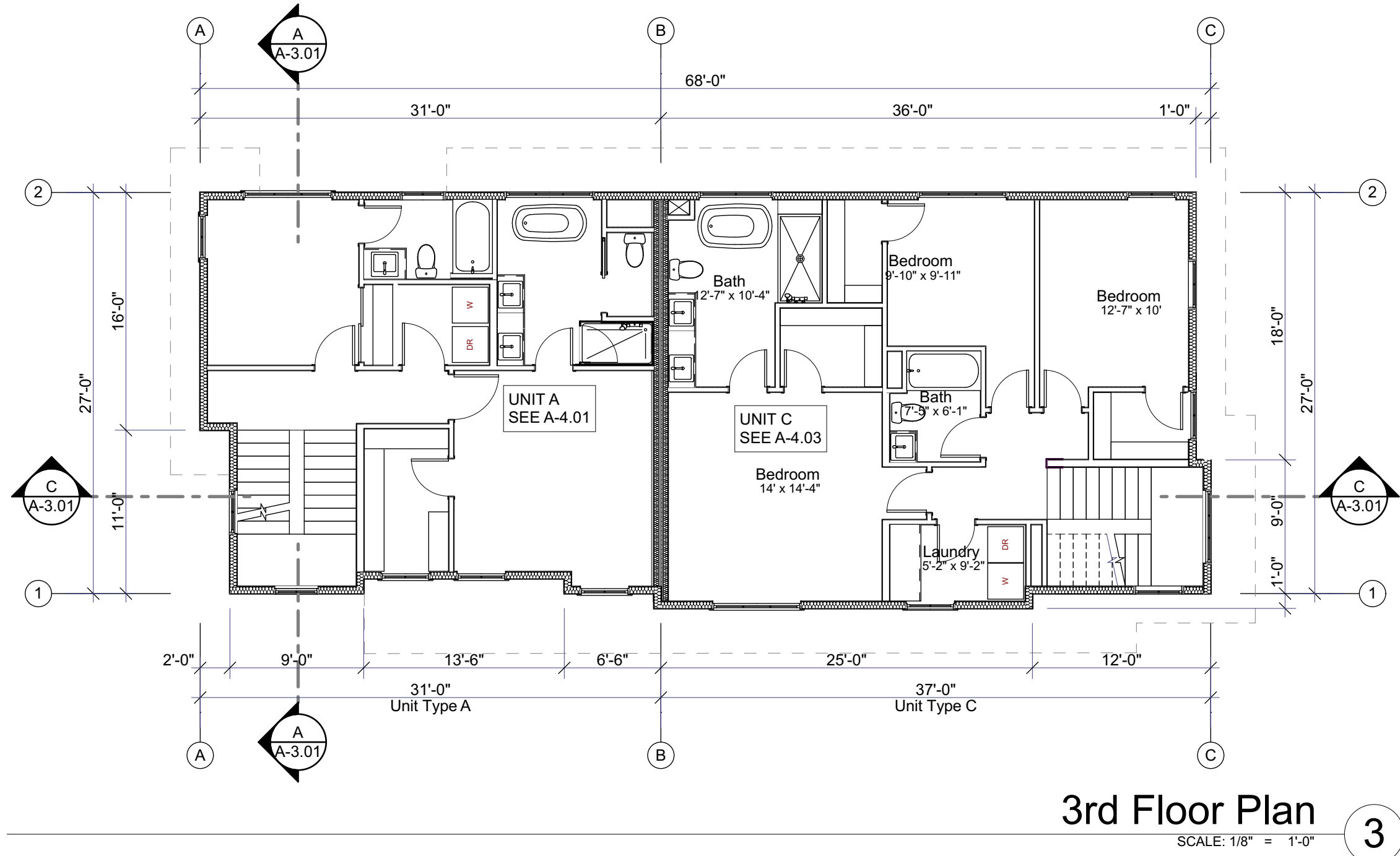
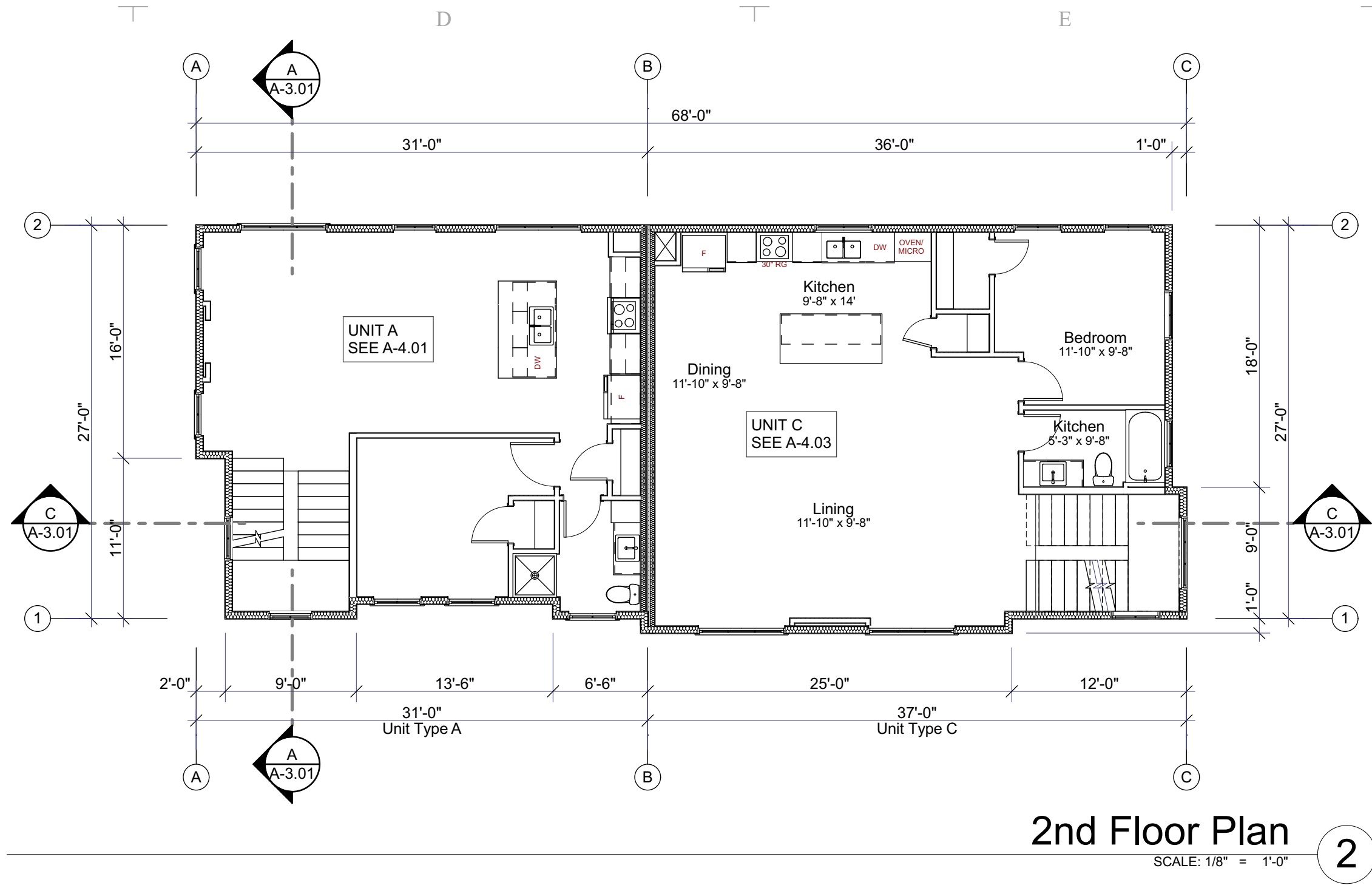
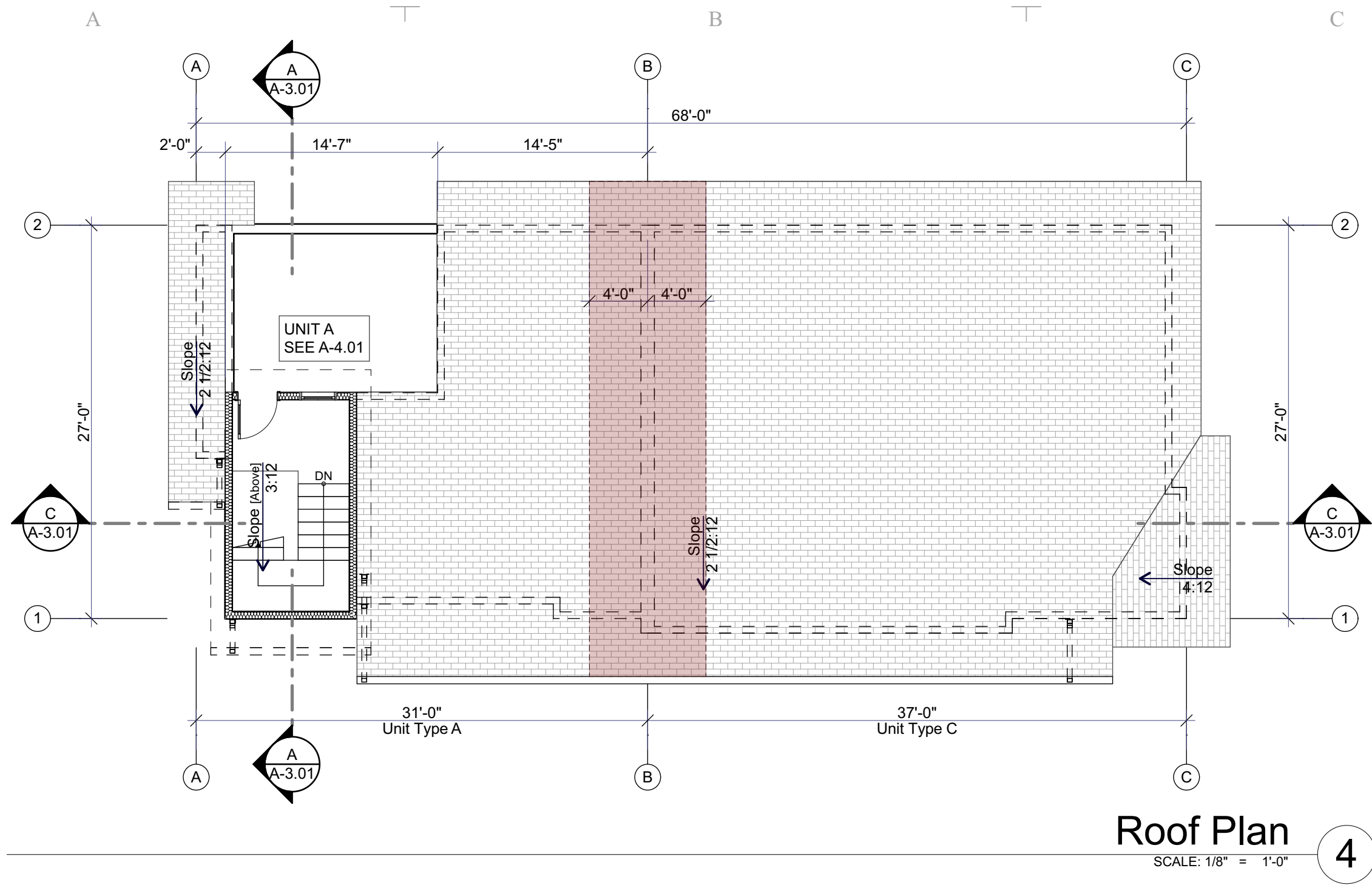
3



1st Floor Plan

SCALE: 1/8" = 1'-0"

1



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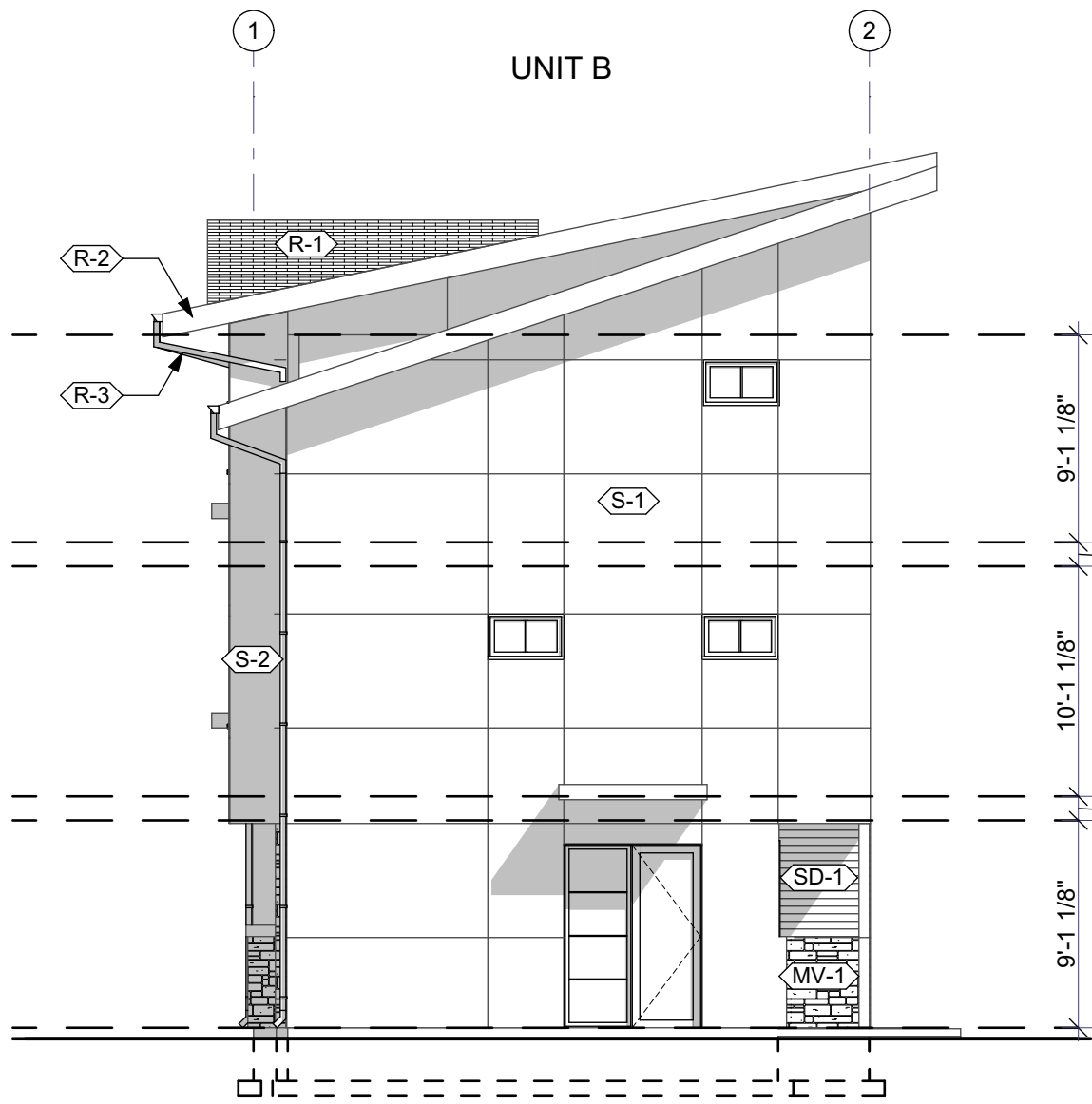
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SHEET TITLE

Floor Plans - Bldg.
Type 4

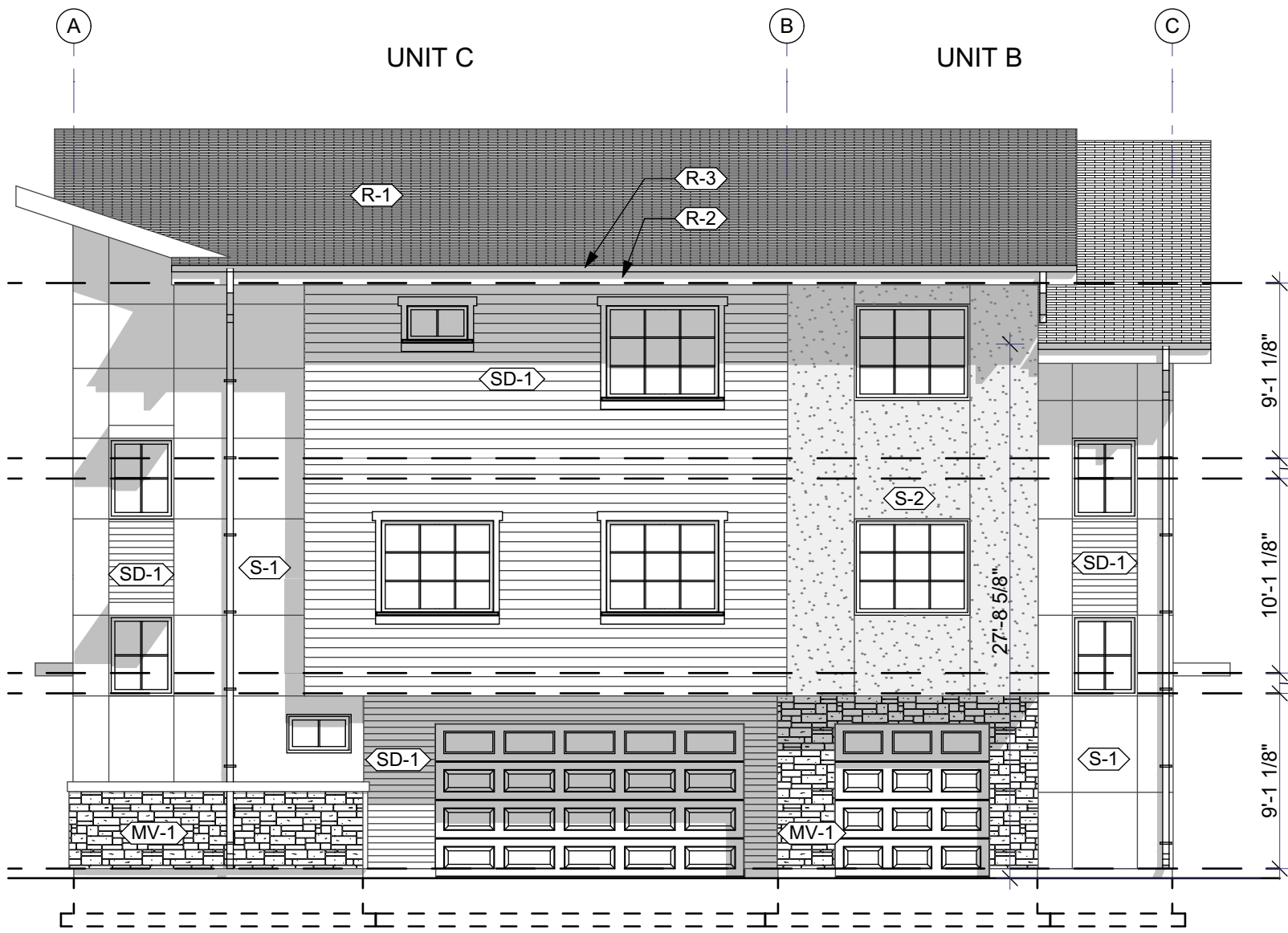
A-1.04



Side Elevation

SCALE: 1/8" = 1'-0"

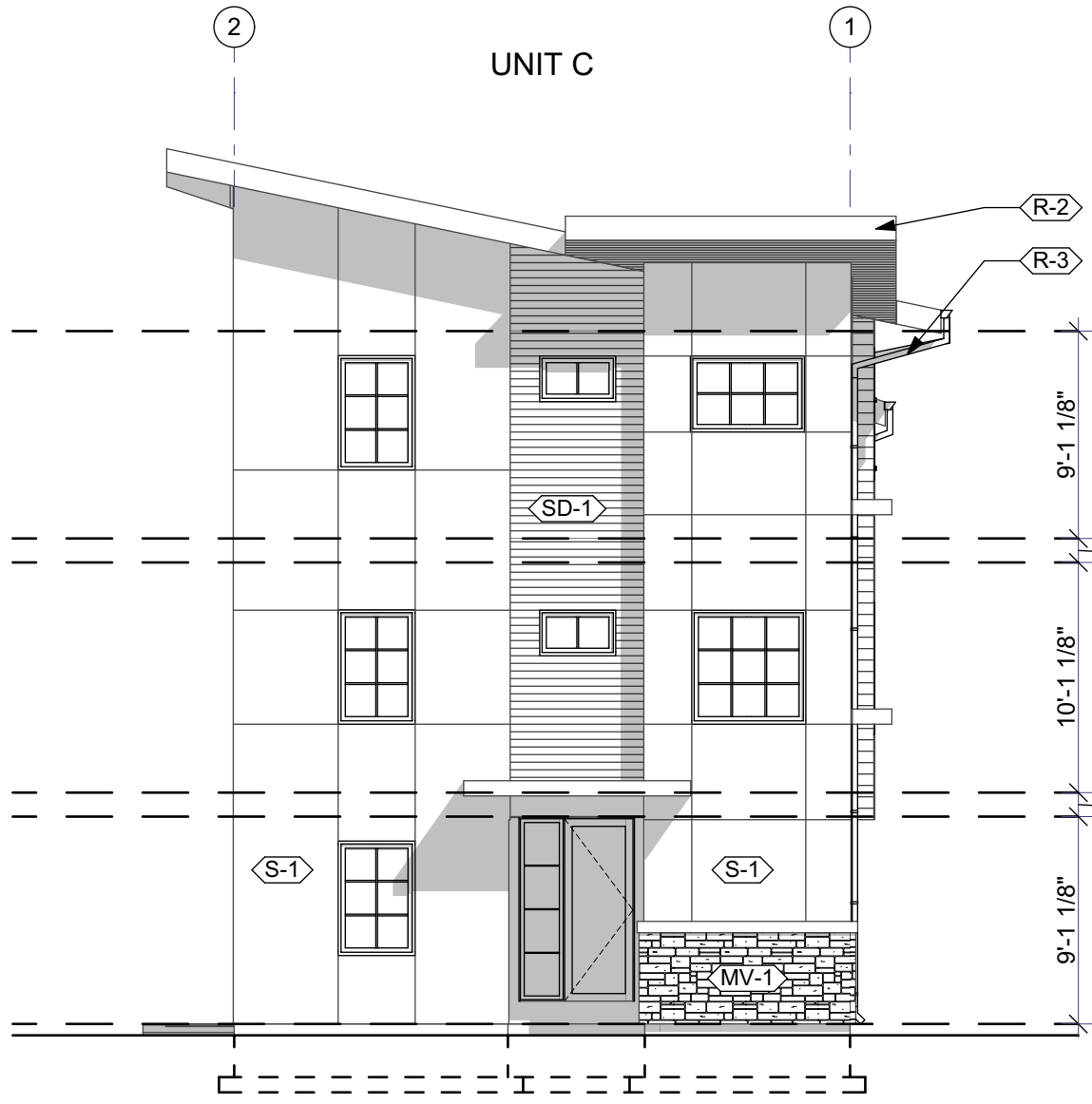
2



Front Elevation

SCALE: 1/8" = 1'-0"

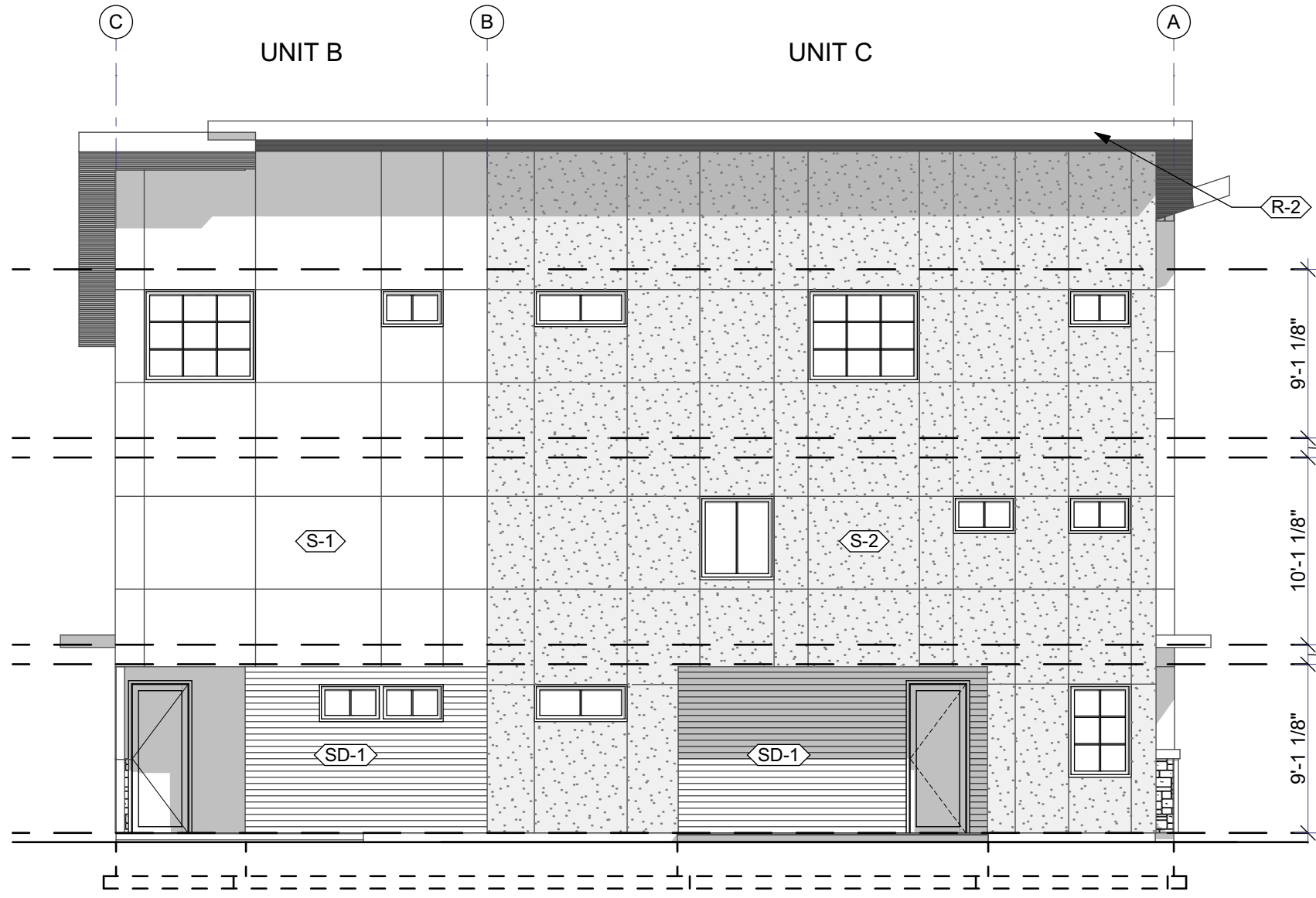
1



Side Elevation

SCALE: 1/8" = 1'-0"

4



Rear Elevation

SCALE: 1/8" = 1'-0"

3

Exterior Finishes:

Wall Finishes:

- SD-1 Siding. Cementitious siding with 6" exposure, Prime & Paint, color to match Sherwin Williams "Java SW6090"
- S-1 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Lazy Gray SW 6254"
- S-2 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Dovetail SW 7018"
- S-3 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Serengeti Grass SW 9116"
- MV-1 Masonry Veneer. Fully adhered manufactured masonry veneer. Basis of Design: Eldorado Stone, Roughcut "Falling Spring"
- MV-2 Masonry Wainscot Sill. Manufactured stone masonry accessories. Basis of Design: Eldorado Stone, Split-Edge Wainscot Sill "Grey Sky"
- CONC Concrete Wall. Exposed footing natural concrete with sack smooth finish.

Roofing:

- R-1 Architectural Shingles. CertainTeed Landmark, Color: "Moire Black"
- R-2 Fascia. Prime trim 5/4 fascia of structural subfascia, Prime & Paint, color to match Sherwin Williams "Peppercorn SW7674"
- R-3 Gutters. K-style seamless gutter & box downspouts, integrated color selected from manufacturer's full line to match Sherwin Williams "Peppercorn SW7674"

Metals:

- M-1 Metal/Wire Railing System. Galvanized steel aircraft cables @ 3" o.c. with powder paint posts & top rail, color to match Sherwin Williams "Peppercorn SW7674"
- M-2 Metal Awnings. Prefabricated metal awnings, basis of design: Sharcks Aluminum Fabricated Awnings, color to match Sherwin Williams "Peppercorn SW7674"
- M-3 Parapet Cap. Prefabricated metal parapet cap with powder paint finish. Color to match Sherwin Williams "Peppercorn SW7674"
- M-4 Decorative Metal Panel. Prefinished metal panel, basis of design: Artisan Panel, 36" x 60" Model 48 - Lava Flow. Color Semi-Gloss Black. See detail 14/A-5.01.

Doors/Windows:

- DW-1 Windows. Vinyl windows, basis of design: Alside "Fairfield 80 Series" Color "Black"
- DW-2 Entry Door. Fiberglass exterior entry door with sidelight where shown on elevations, basis of design: Masonite "Performance Door System"
- DW-3 Glass Door. Fiberglass exterior patio door, basis of design: Masonite "VistaGrande Flush-Glazed Full Lite" Color "Black"
- DW-4 Overhead Door. Flush finish residential garage door w/ narrow glazed panels in vertical window column placement. Basis of design: Overhead Door Company, "Thermacore Model 5740" color "Black"
- DW-5 Flood Vent. 8"x16" flood vent with bug screen. Basis of design: Vevor, "Foundation Flood Vent" color "Black"

General Notes:

- SETBACKS AND ZONING COMPLIANCE: All building setbacks, building separations, height limitations, and site development requirements shall comply with the 2018 International Residential Code (IRC) and the City of Garden City Zoning Ordinance, including any approved Planned Unit Development (PUD) or subdivision conditions of approval applicable to this project. The Contractor shall verify all setback requirements and applicable development standards with the local Authority Having Jurisdiction (AHJ) prior to commencement of construction. Any discrepancies between these drawings and jurisdictional requirements shall be brought to the attention of the Architect prior to proceeding with the work.
- FIELD VERIFICATION OF DIMENSIONS AND CONDITIONS: The Contractor shall verify all field dimensions, property lines, existing conditions, specifications, elevations, and utility locations prior to construction. The Contractor is responsible for coordinating the work with the civil drawings, survey information, and site conditions. Any discrepancies between field conditions and the construction documents shall be reported to the Architect for clarification before proceeding with construction. The Contractor shall not scale dimensions from drawings.
- DIMENSIONING CRITERIA: Unless otherwise noted, all dimensions indicated on the architectural drawings are to the face of framing members (face of stud). Dimensions at masonry, concrete, or other structural materials shall be to the face of the material indicated unless specifically noted otherwise. Where conflicts occur between dimensions and scaled measurements, the written dimensions shall govern.
- SMOKE AND CARBON MONOXIDE DETECTORS: Refer to the Electrical Drawings for the required locations of smoke detectors and carbon monoxide detectors. All life safety detection devices shall be installed in accordance with the 2018 IRC, manufacturer's installation requirements, and applicable local amendments. Smoke alarms shall be hardwired with battery backup and interconnected so that activation of one alarm activates all alarms within the dwelling unit.
- FIRE SEPARATION BETWEEN UNITS: Provide area separation wall consisting of (2) layers of 1" shaftliner gypsum wallboard installed vertically in galvanized H-studs, with independent 2x4 wood stud framing each side and minimum 1/2" gypsum board interior finish. Assembly shall achieve minimum 2-hour fire-resistance rating per GA File No. ASW 1000, UL U336, or approved equivalent, and comply with IRC 2018 Section R302.2. Extend wall continuously from foundation to underside of roof sheathing.

MARK	DATE	DESCRIPTION

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48th Street Townhomes

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CHECKED BY: DG

SCALE: AS NOTED

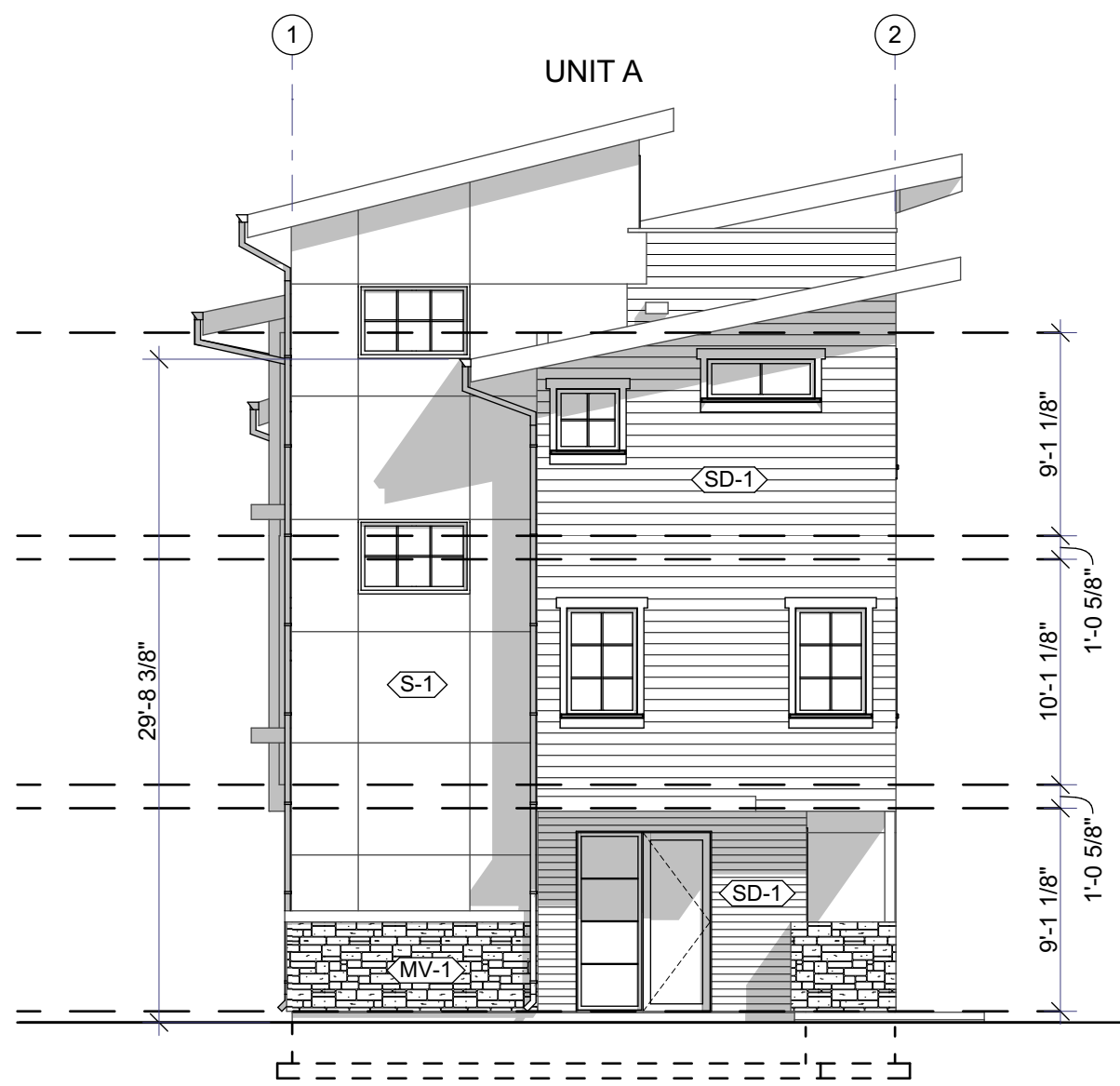
DATE: 2-23-26

PROJECT NO: 26-048

SHEET TITLE

Building Type 1
Elevations

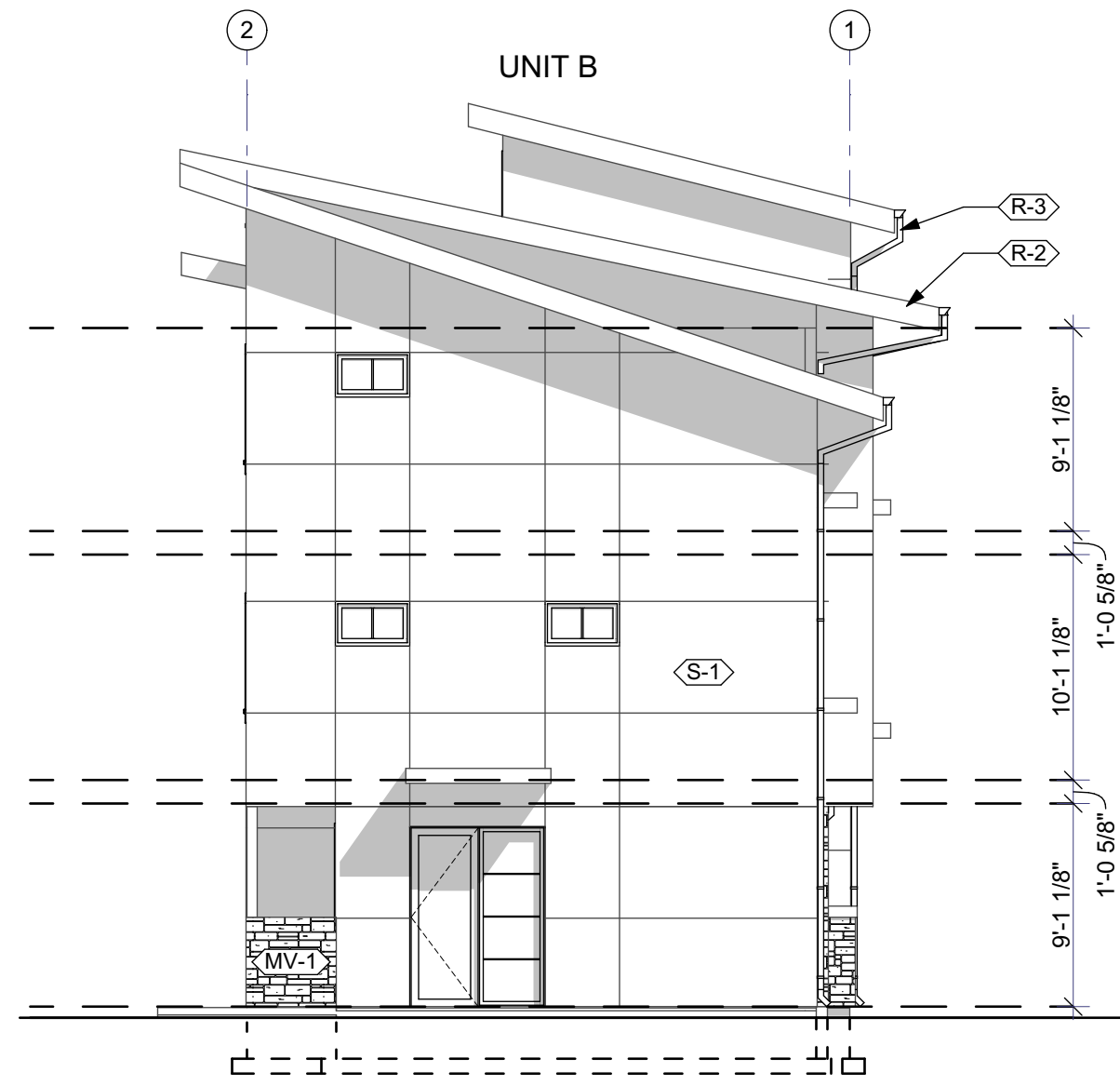
A-2.01



Side Elevation

SCALE: 1/8" = 1'-0"

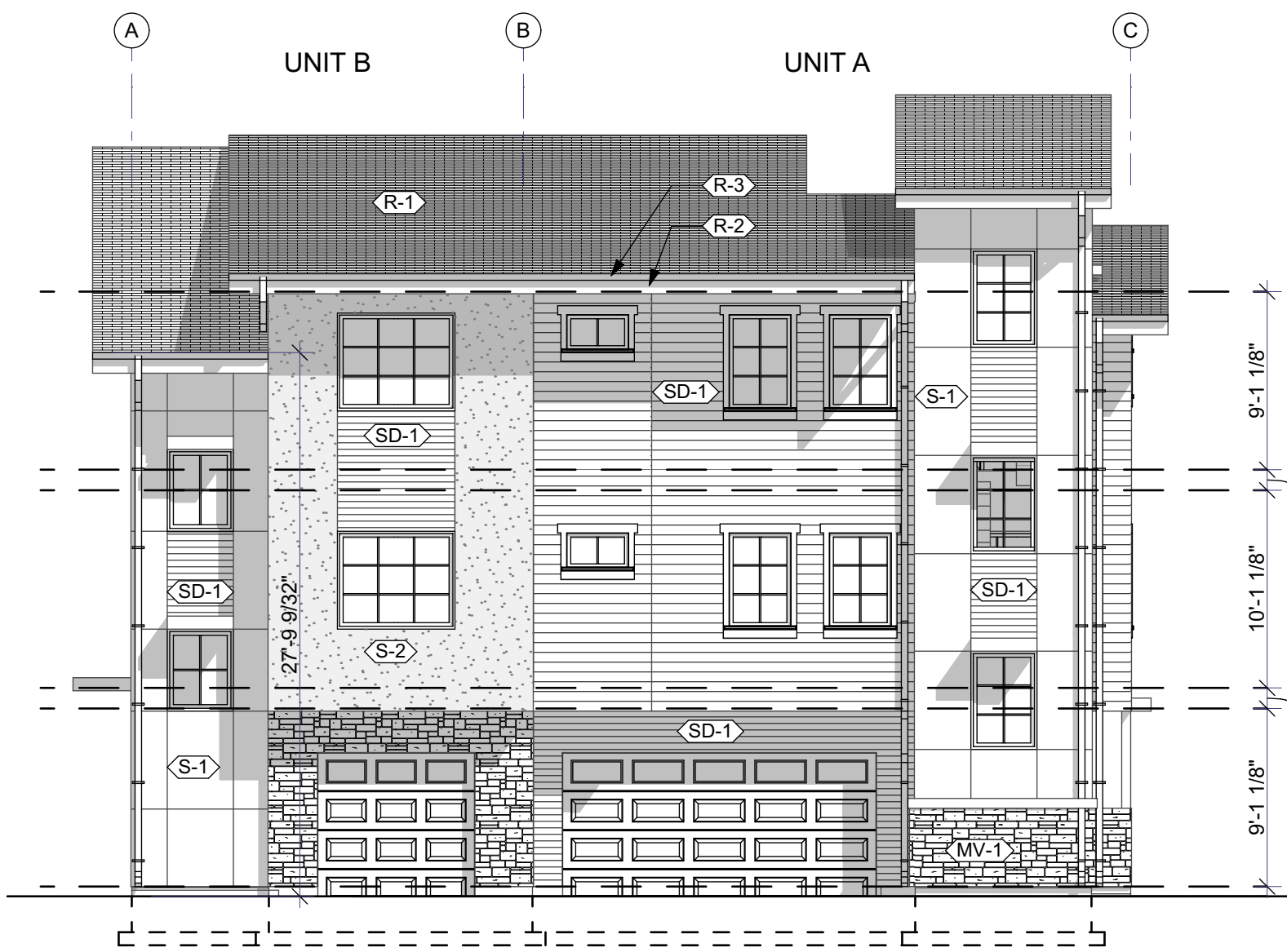
2



Side Elevation

SCALE: 1/8" = 1'-0"

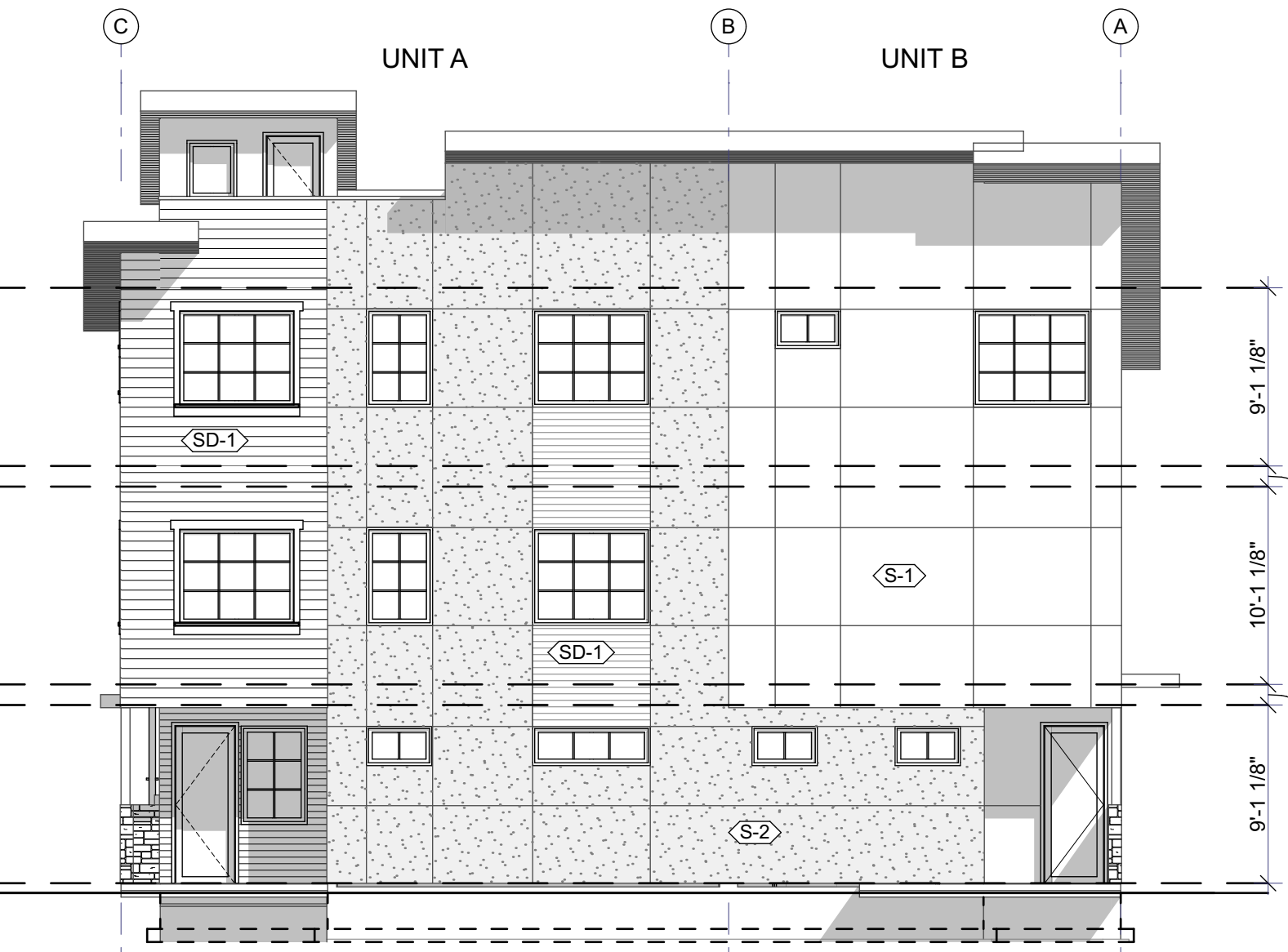
4



Front Elevation

SCALE: 1/8" = 1'-0"

1



Rear Elevation

SCALE: 1/8" = 1'-0"

3

Exterior Finishes:

Wall Finishes:

- SD-1 Siding. Cementitious siding with 6" exposure, Prime & Paint, color to match Sherwin Williams "Java SW6090"
- S-1 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Lazy Gray SW 6254"
- S-2 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Dovetail SW 7018"
- S-3 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Serengeti Grass SW 9116"
- MV-1 Masonry Veneer. Fully adhered manufactured masonry veneer. Basis of Design: Eldorado Stone, Roughcut "Falling Spring"
- MV-2 Masonry Wainscot Sill. Manufactured stone masonry accessories. Basis of Design: Eldorado Stone, Split-Edge Wainscot Sill "Grey Sky"
- CONC Concrete Wall. Exposed footing natural concrete with sack smooth finish.

Roofing:

- R-1 Architectural Shingles. CertainTeed Landmark, Color: "Moiré Black"
- R-2 Fascia. Prime trim 5/4 fascia/ structural subfascia, Prime & Paint, color to match Sherwin Williams "Peppercorn SW7674"
- R-3 Gutters. K-style seamless gutter & box downspouts, integrated color selected from manufacturer's full line to match Sherwin Williams "Peppercorn SW7674"

Metals:

- M-1 Metal/Wire Railing System. Galvanized steel aircraft cables @ 3" o.c. with powder paint posts & top rail, color to match Sherwin Williams "Peppercorn SW7674"
- M-2 Metal Awnings. Prefabricated metal awnings, basis of design: Sharcks Aluminum Fabricated Awnings, color to match Sherwin Williams "Peppercorn SW7674"
- M-3 Parapet Cap. Prefabricated metal parapet cap with powder paint finish. Color to match Sherwin Williams "Peppercorn SW7674"
- M-4 Decorative Metal Panel. Prefinished metal panel, basis of design: Artisan Panel, 36" x 60" Model 48 - Lava Flow. Color Semi-Gloss Black. See detail 14/A-5.01.

Doors/Windows:

- DW-1 Windows. Vinyl windows, basis of design: Alside "Fairfield 80 Series" Color "Black"
- DW-2 Entry Door. Fiberglass exterior entry door with sidelight where shown on elevations, basis of design: Masonite "Performance Door System"
- DW-3 Glass Door. Fiberglass exterior patio door, basis of design: Masonite "VistaGrande Flush-Glazed Full Lite" Color "Black"
- DW-4 Overhead Door. Flush finish residential garage door w/ narrow glazed panels in vertical window column placement. Basis of design: Overhead Door Company, "Thermacore Model 5740" color "Black"
- DW-5 Flood Vent. 8"x16" flood vent with bug screen. Basis of design: Vevor, "Foundation Flood Vent" color "Black"

General Notes:

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- SMOKE AND CARBON MONOXIDE DETECTORS: Refer to the Electrical Drawings for the required locations of smoke detectors and carbon monoxide detectors. All life safety detection devices shall be installed in accordance with the 2018 IRC, manufacturer's installation requirements, and applicable local amendments. Smoke alarms shall be hardwired with battery backup and interconnected so that activation of one alarm activates all alarms within the dwelling unit.
- FIRE SEPARATION BETWEEN UNITS: Provide area separation wall consisting of (2) layers of 1" shaftliner gypsum wallboard installed vertically in galvanized H-studs, with independent 2x4 wood stud framing each side and minimum 1/2" gypsum board interior finish. Assembly shall achieve minimum 2-hour fire-resistance rating per GA File No. ASW 1000, UL U336, or approved equivalent, and comply with IRC 2018 Section R302.2. Extend wall continuously from foundation to underside of roof sheathing.

MARK	DATE	DESCRIPTION

Glancey ♦ Rockwell & Associates

Architecture • Planning

1257 West River Street, suite 110 | Boise, Idaho 83702

p. 208.345.0566 208.345.1718 | e. office@grboise.com

48th Street Townhomes

311 E. 48th Street

Parcel No. R2734523476

Garden City, Idaho 83714

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DRAWN BY: DO/KS

CHECKED BY: DG

SCALE: AS NOTED

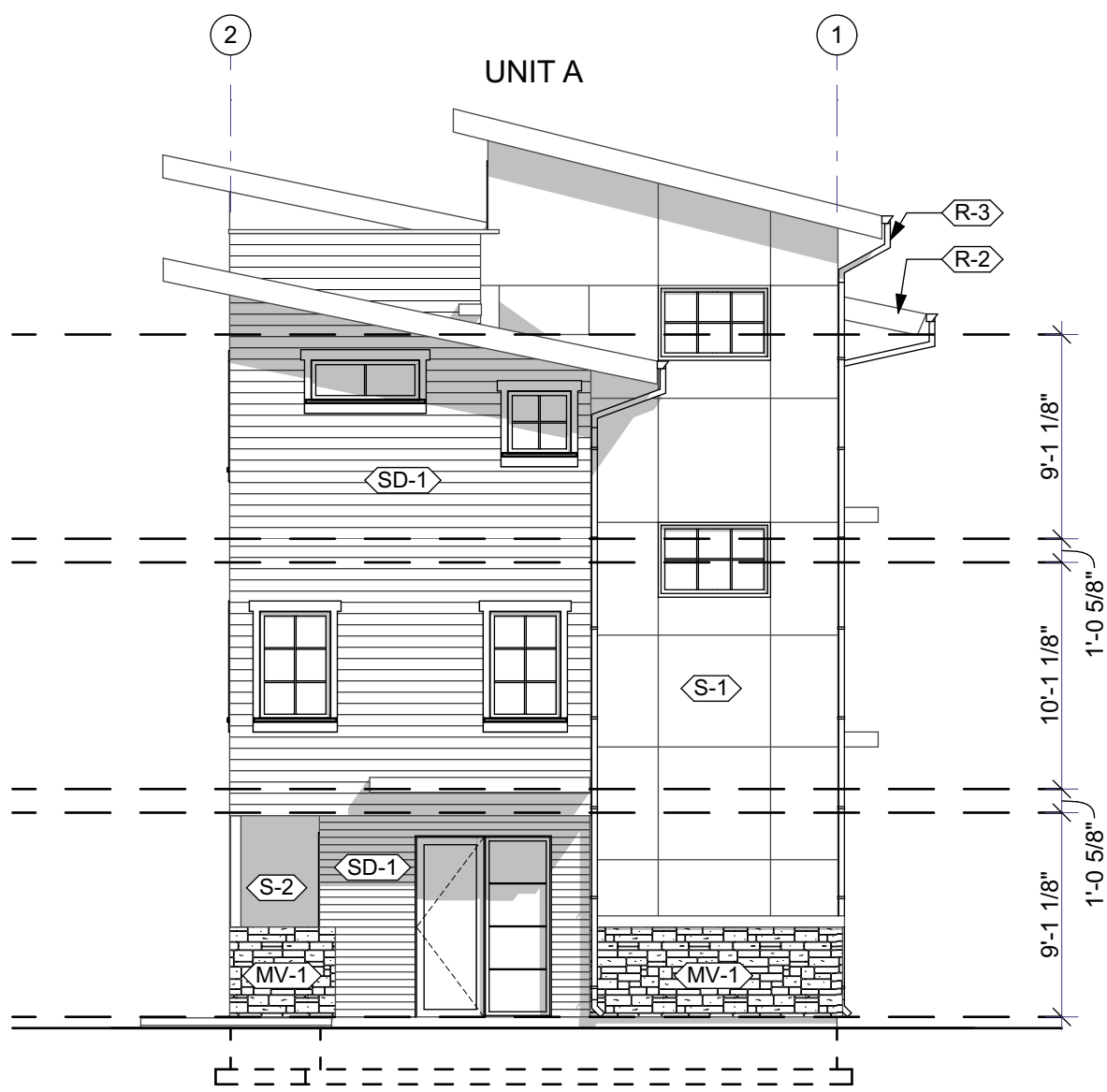
DATE: 2-23-26

PROJECT NO: 26-048

SHEET TITLE

Building Type 2
Elevations

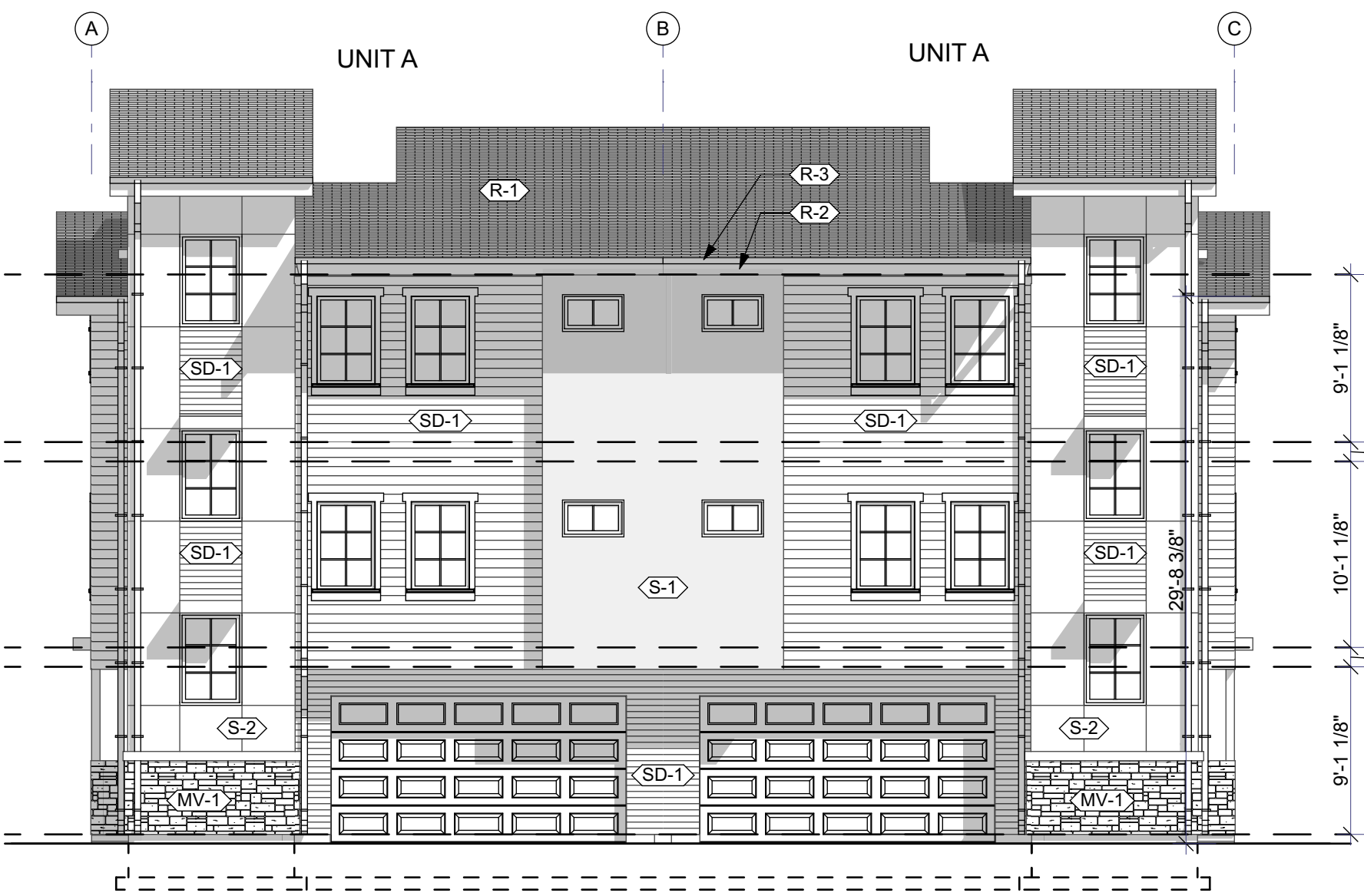
A-2.02



Side Elevation

SCALE: 1/8" = 1'-0"

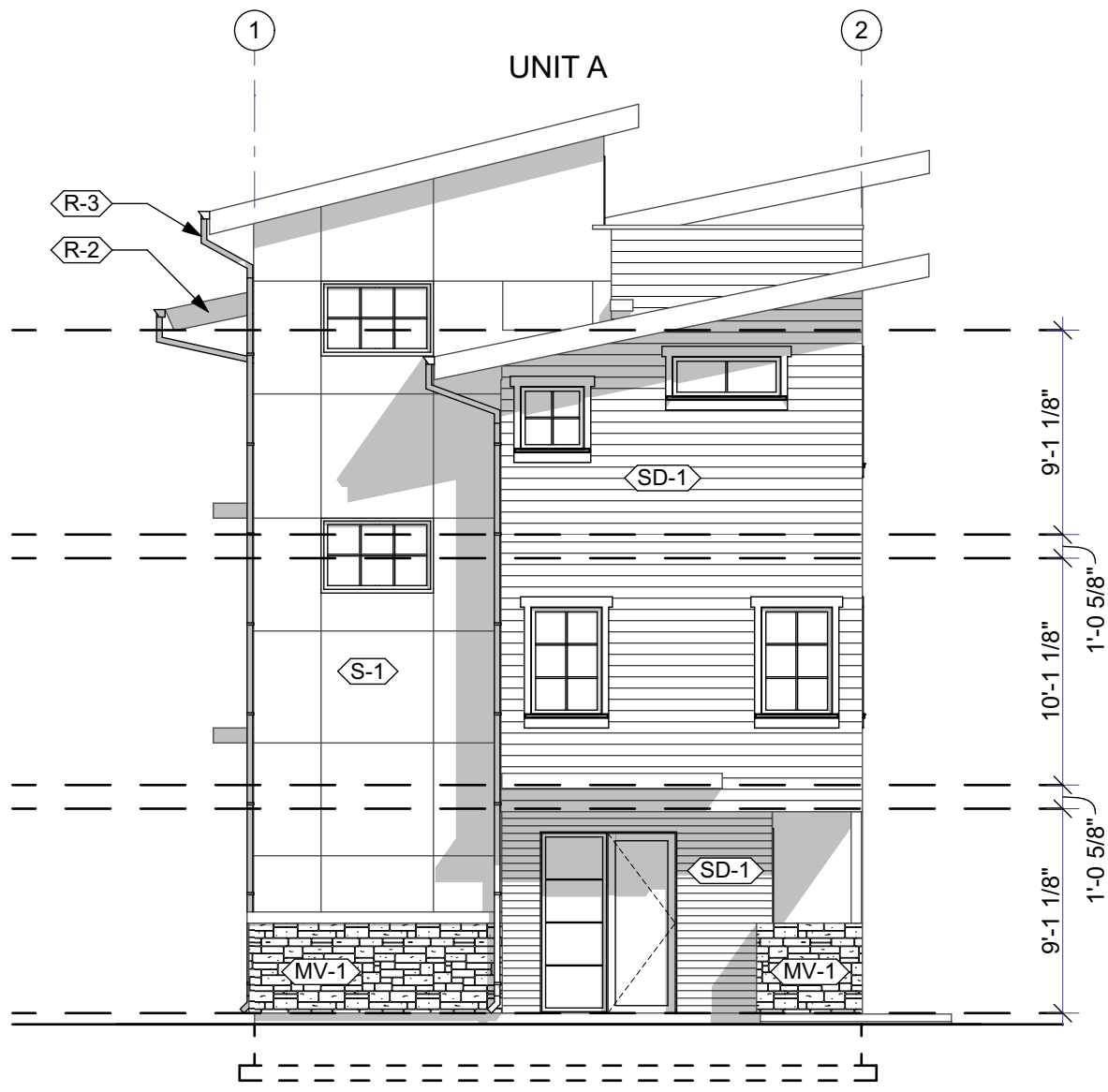
2



Front Elevation

SCALE: 1/8" = 1'-0"

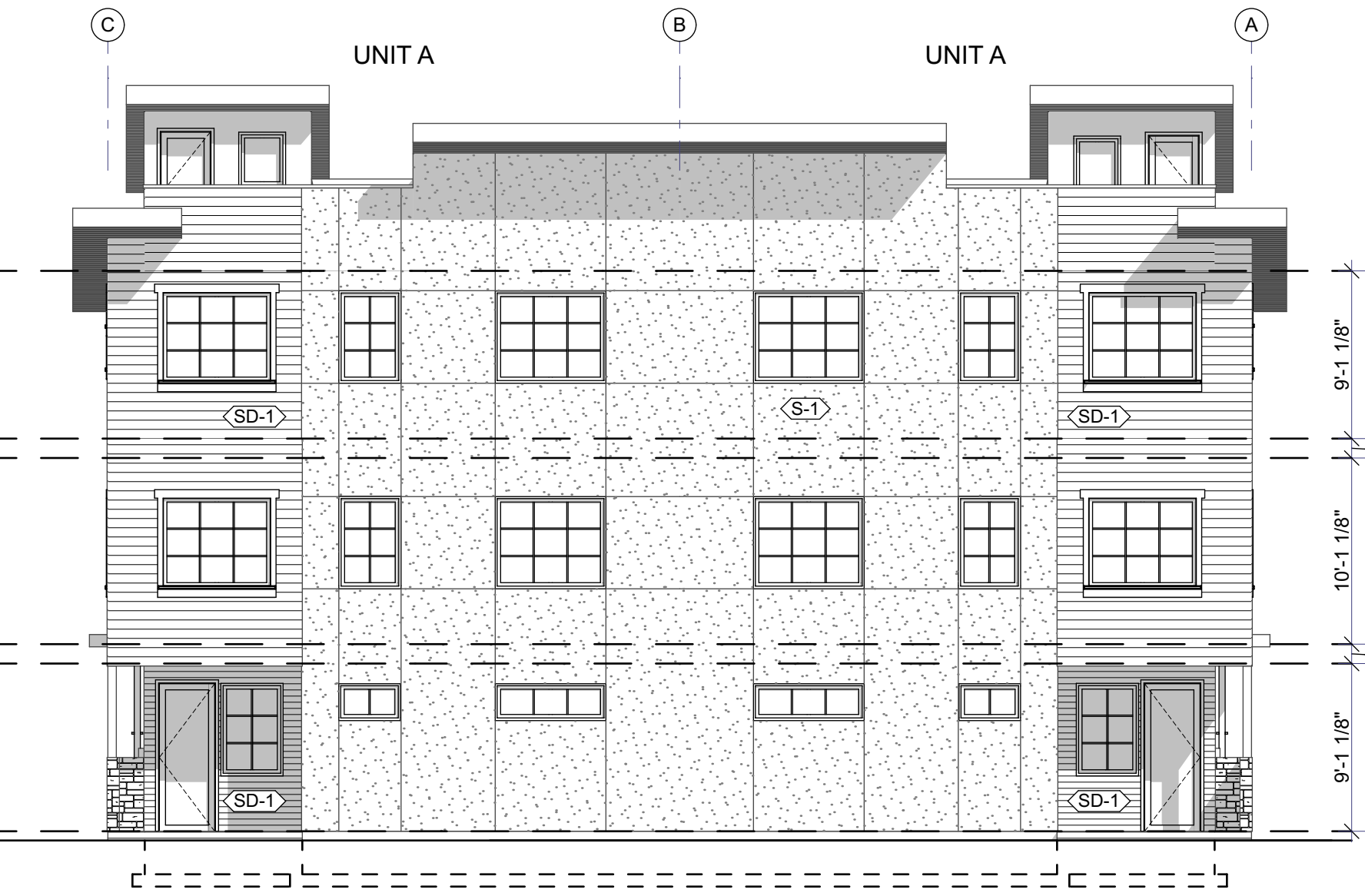
1



South Elevation

SCALE: 1/8" = 1'-0"

4



Rear Elevation

SCALE: 1/8" = 1'-0"

3

Exterior Finishes:

Wall Finishes:

- SD-1 Siding. Cementitious siding with 6" exposure, Prime & Paint, color to match Sherwin Williams "Java SW6090"
- S-1 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Lazy Gray SW 6254"
- S-2 Stucco, field color. Exterior 3 part stucco wall finish with integral color to match Sherwin Williams "Dovetail SW 7018"
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- MV-1 Masonry Veneer. Fully adhered manufactured masonry veneer. Basis of Design: Eldorado Stone, Roughcut "Falling Spring"
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- CONC Concrete Wall. Exposed footing natural concrete with sack smooth finish.

Roofing:

- R-1 Architectural Shingles. CertainTeed Landmark, Color: "Moiré Black"
- R-2 Fascia. Prime trim 5/4 fascia of structural subfascia, Prime & Paint, color to match Sherwin Williams "Peppercorn SW7674"
- R-3 Gutters. K-style seamless gutter & box downspouts, integrated color selected from manufacturer's full line to match Sherwin Williams "Peppercorn SW7674"

Metals:

- M-1 Metal/Wire Railing System. Galvanized steel aircraft cables @ 3" o.c. with powder paint posts & top rail, color to match Sherwin Williams "Peppercorn SW7674"
- M-2 Metal Awnings. Prefabricated metal awnings, basis of design: Sharcks Aluminum Fabricated Awnings, color to match Sherwin Williams "Peppercorn SW7674"
- M-3 Parapet Cap. Prefabricated metal parapet cap with powder paint finish. Color to match Sherwin Williams "Peppercorn SW7674"
- M-4 Decorative Metal Panel. Prefinished metal panel, basis of design: Artisan Panel, 36" x 60" Model 48 - Lava Flow. Color Semi-Gloss Black. See detail 14/A-5.01.

Doors/Windows:

- DW-1 Windows. Vinyl windows, basis of design: Alside "Fairfield 80 Series" Color "Black"
- DW-2 Entry Door. Fiberglass exterior entry door with sidelight where shown on elevations, basis of design: Masonite "Performance Door System"
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General Notes:

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Architecture • Planning

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48th Street Townhomes

311 E. 48th Street

Parcel No. R2734523476

Garden City, Idaho 83714

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CHECKED BY: DG

SCALE: AS NOTED

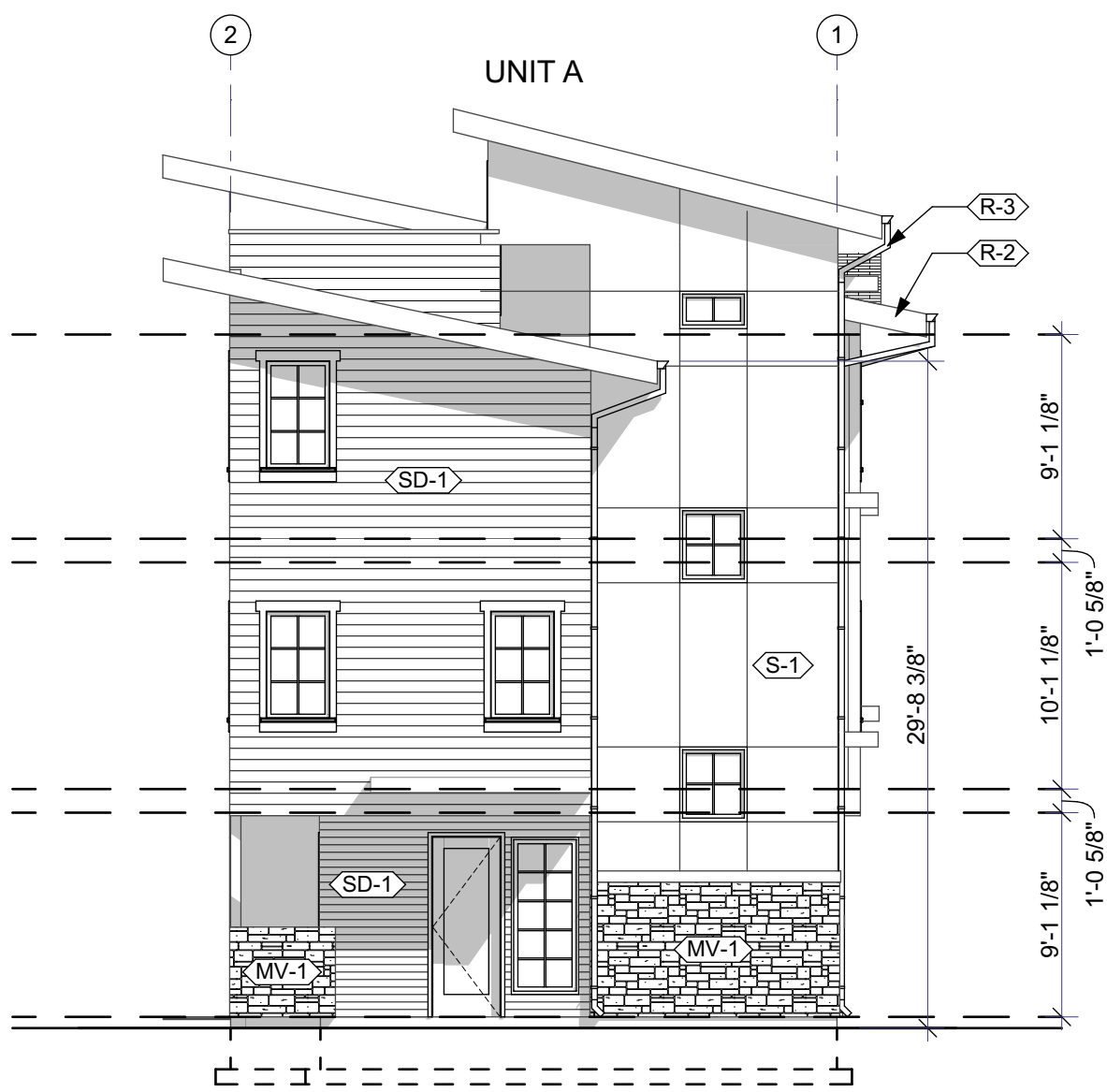
DATE: 2-23-26

PROJECT NO: 26-048

SHEET TITLE

Building Type 3
Elevations

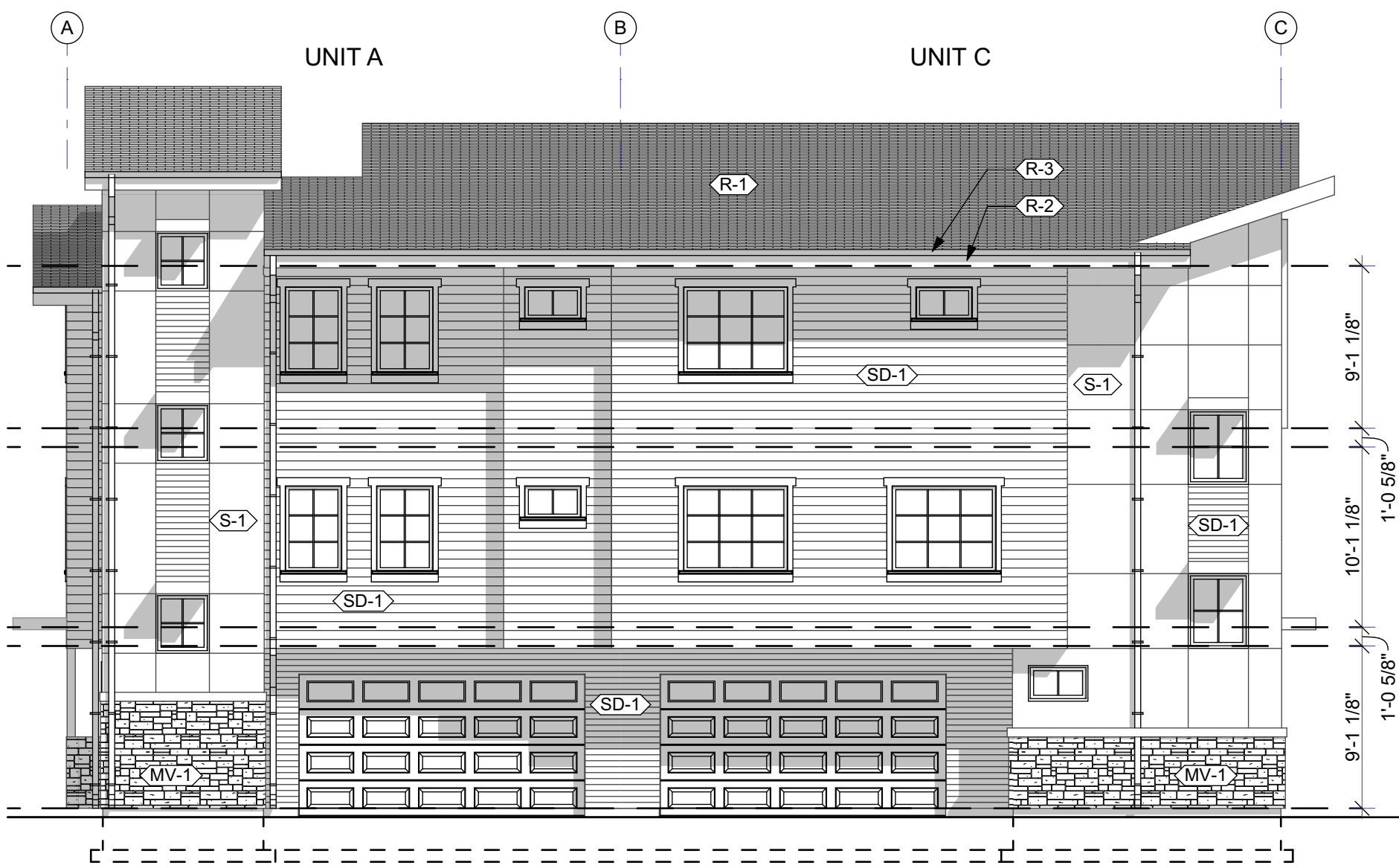
A-2.03



Building Type 4- Side Elevation

SCALE: 1/8" = 1'-0"

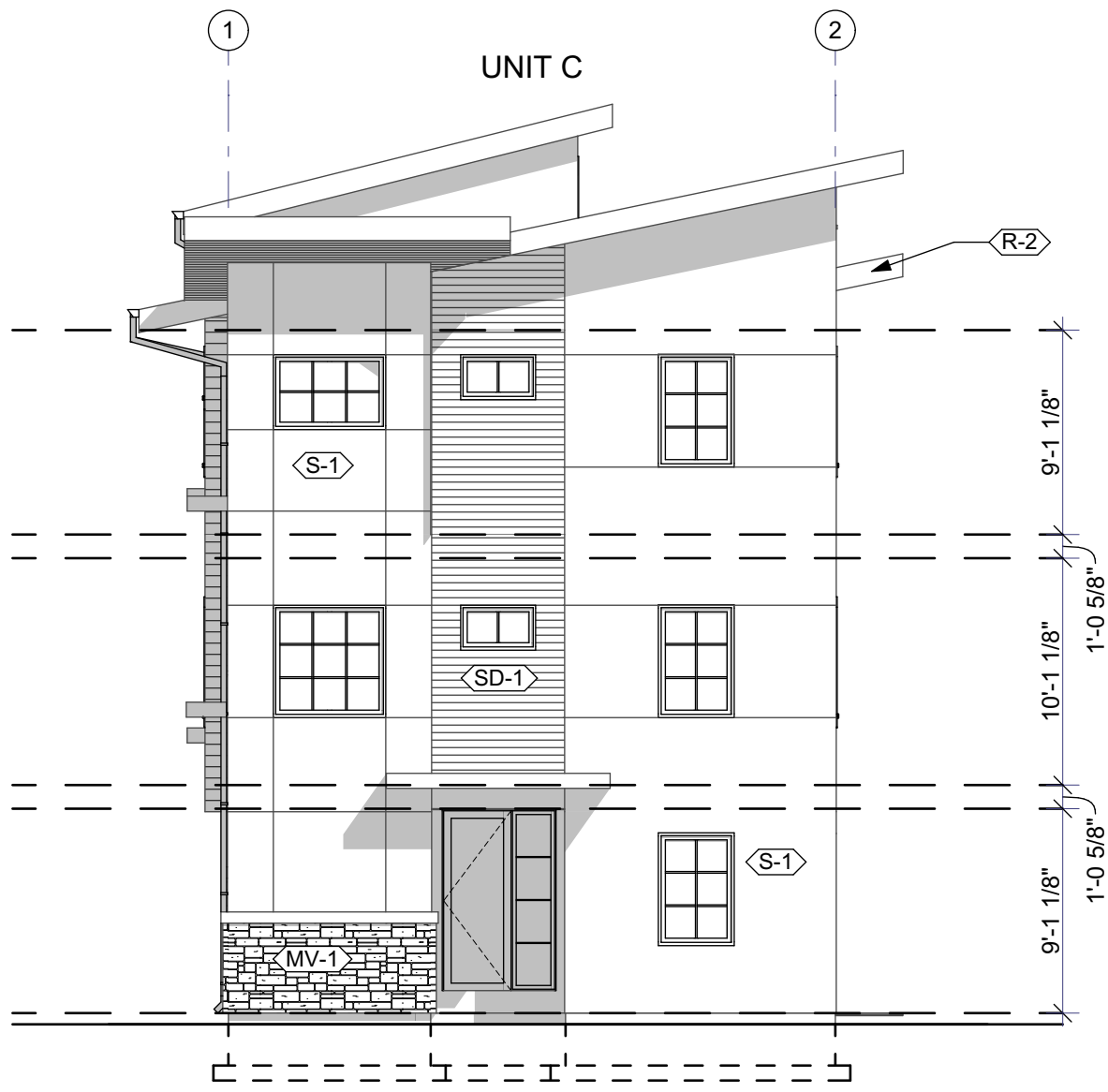
2



Building Type 4- Front Elevation

SCALE: 1/8" = 1'-0"

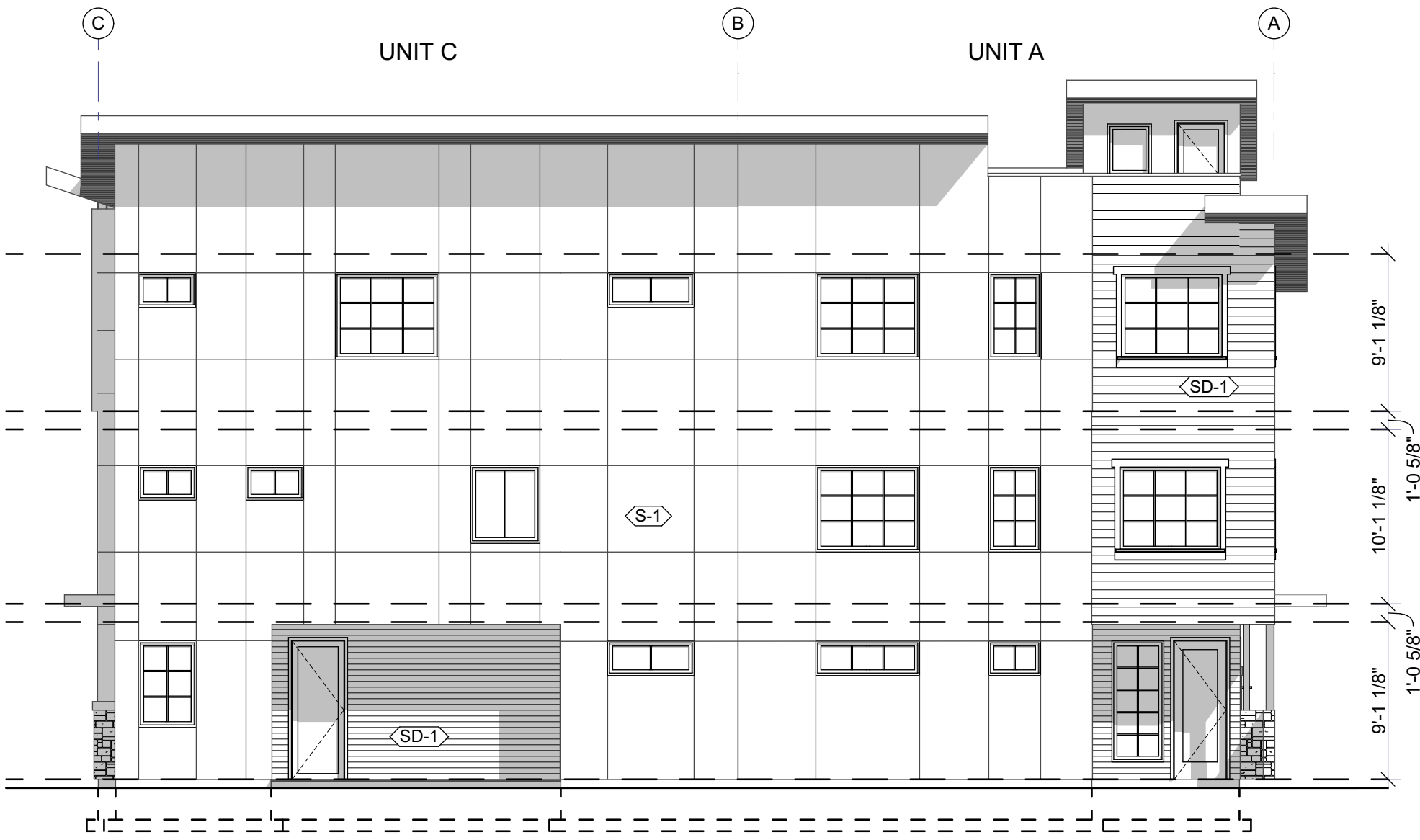
1



Building Type 4- Side Elevation

SCALE: 1/8" = 1'-0"

4



Building Type 4- Rear Elevation

SCALE: 1/8" = 1'-0"

3

Exterior Finishes:

Wall Finishes:

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Roofing:

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- R-2 Fascia. Prime trim 5/4 fascia/ structural subfascia, Prime & Paint, color to match Sherwin Williams "Peppercorn SW7674"
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DRAWN BY: DO/KS

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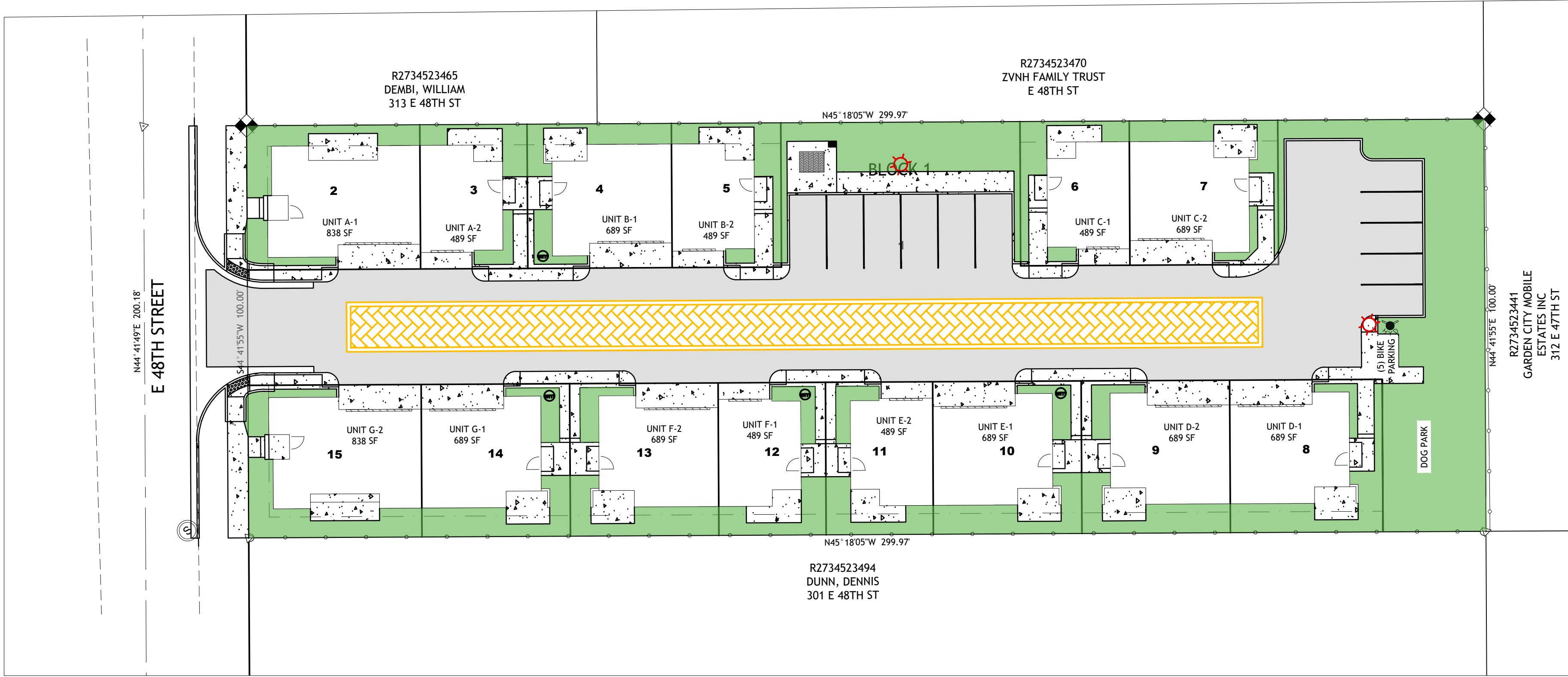
SHEET TITLE

Building Type 4
Elevations

A-2.04

Stonewater 48 Subdivision

A parcel of land being Lot 20, Block 25 of Fairview Acres Subdivision No. 3 and lying in the E 1/2 of Section 31, Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho
Parcel Number R2734583476
311 E 48th Street, Garden City, ID 83714-0000



PRELIMINARY PLAT DATA:

EXISTING ZONING:	
R-3 (MIXED USE RESIDENTIAL)	
PROPOSED ZONING:	
R-3, PLANNED UNIT DEVELOPMENT	
SITE DATA:	
SITE AREA	29.99± SF
SITE ACREAGE	0.69± ACRES
DIMENSIONAL STANDARDS (R-3):	
SETBACKS:	
FRONT	0' (BY PUD)
REAR	5' (BY PUD)
INTERIOR SIDE	0' INTERIOR TO DEVELOPMENT
STREET SIDE	5' EXTERIOR TO DEVELOPMENT
TOTAL LOTS:	
RESIDENTIAL BUILDABLE LOTS	15
COMMON LOTS	1
DWELLING UNITS PER ACRE (GROSS):	
COMMON LOT ACREAGE:	20.3 DU/ACRE
COMMON LOT PERCENTAGE:	0.30 ACRES
	43.7%

SHEET INDEX	
SHEET NUMBER	TITLE
PP-1	NEIGHBORHOOD MAP
PP-2	EXISTING CONDITIONS & DEMOLITION PLAN
PP-3	SUBDIVISION MAP
PP-4	SITE MAP

UTILITY	REPRESENTATIVE	ABBREVIATION	PHONE NUMBER
GAS	INTERMOUNTAIN GAS	IMG	(208) 377-6840
ELECTRICITY	IDAHO POWER	IPCo	(208) 388-2323
TELEPHONE	CENTURYLINK	C-LINK	1 (877) 899-8516
SEWER	GARDEN CITY PUBLIC WORKS	GCPW	(208) 472-2900
WATER	GARDEN CITY PUBLIC WORKS	GCPW	(208) 472-2900
ROADS	ADA COUNTY HIGHWAY DISTRICT	ACHD	(208) 387-6100
IRRIGATION	THURMAN MILL DITCH COMPANY LTD	TMDC	(208) 695-7929
FIRE	NORTH ADA FIRE & RESCUE DISTRICT	NAFRD	(208) 375-0906

PROJECT GEOTECHNICAL REPORT: PROJECT GEOTECHNICAL REPORT
PREPARED BY ALLWEST TESTING & ENGINEERING ON JUNE 4, 2025,
PROJECT NUMBER 524-689G.

PRELIMINARY PLAT NOTES:

- FRONT, REAR, AND SIDE YARD EASEMENT LOCATIONS AND WIDTHS TO BE DETERMINED WITH FINAL PLAT.
- MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- RESTRICTIVE COVENANTS WILL BE IN EFFECT FOR THIS SUBDIVISION.
- LOT 1 BLOCK 1 IS A COMMON LOT TO BE OWNED AND MAINTAINED BY THE STONEWATER 48 SUBDIVISION HOMEOWNERS ASSOCIATION. THIS LOT SHALL BE USED FOR INGRESS/EGRESS, PEDESTRIAN ACCESS AND LANDSCAPING AND IS SUBJECT TO UTILITY EASEMENTS AS SHOWN ON THE PRELIMINARY PLAT.
- THE PRIVATE DRIVE, LOT 1 BLOCK 1, IS A LOT DEDICATED FOR THE PURPOSE OF INGRESS/EGRESS AND WILL BE PRIVATELY OWNED AND MAINTAINED BY THE STONEWATER 48 SUBDIVISION HOMEOWNERS ASSOCIATION.
- THERE ARE NO POTENTIALLY HAZARDOUS AREAS.
- THERE ARE NO STREAMS, PONDS, LAKES, OR KNOWN WETLANDS ON THIS PROPERTY.
- THERE ARE NO NATURAL DRAINAGE SWALES ON THIS PROPERTY.
- THERE ARE NO PERMANENT AND/OR SEASONAL HIGH GROUNDWATER AREAS ON THIS PROPERTY.
- THIS PROPERTY IS IN A 0.2% ANNUAL CHANCE FLOOD HAZARD AREA. THIS PARCEL LIES WITHIN ZONE X PER FEMA MAP 16001C0169J.
- THERE ARE NO IDENTIFIED SHALLOW BEDROCK AREAS, UNSTABLE ROCK FORMATIONS, OR LANDSLIDE AREAS ON THIS PROPERTY.
- THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.

- NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
- SANITARY SEWER SERVICE TO BE PROVIDED BY GARDEN CITY PUBLIC WORKS.
- POTABLE WATER TO BE PROVIDED BY GARDEN CITY PUBLIC WORKS.
- PROPERTY LIES WITHIN THE FAIRVIEW ACRES WATER USERS ASSOCIATION SERVICE AREA.
- PROPERTY LIES WITHIN THE NORTH ADA FIRE AND RESCUE DISTRICT.
- EXISTING IRRIGATION FACILITIES TO BE CONTINUED TO THEIR HISTORIC DISCHARGE POINTS.
- CONTOUR INTERVAL: 1 FOOT. DATUM: NAVD 88
- THIS DEVELOPMENT ANTICIPATES USING SUBSURFACE STORM WATER DISPOSAL OF STORM WATER GENERATED FROM THE LOCAL ROAD SYSTEM AND LANDS TRIBUTARY TO THE SYSTEM.
- PUBLIC UTILITIES ARE TO BE PROVIDED FROM THE PUBLIC UTILITY PROVIDERS FROM JOINT TRENCH ADJACENT TO THE PUBLIC ROADS. SPECIFIC DESIGN CRITERIA WILL BE MET DURING THE CONSTRUCTION APPROVAL PHASE OF THIS DEVELOPMENT.
- THE FOLLOWING TAX PARCEL NUMBER IS INCLUDED WITHIN THIS SUBDIVISION: R2734583476

ARCHITECT:

GLANCEY ROCKWELL & ASSOCIATES
1257 RIVER STREET, SUITE 110
BOISE, ID 83702
(208) 345-0566
CONTACT: DAVID GLANCEY, AIA, LEED AP

SURVEYOR:

JJ HOWARD, LLC
5983 W. STATE STREET, STE. D
BOISE, IDAHO 83703
(208) 846-8937
CONTACT: ERIC HOWARD, PLS

CIVIL/SITE ENGINEER:

EDM PARTNERS
PO BOX 6925
BOISE, ID 83707
(208) 891-9968
CONTACT: TED BURKE, PE



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 20'



OWNER:



WOLFE
BUILDING & DEVELOPMENT

Ben Wolfe
Wolfe Building & Development
615 Whisperwood Place
Nampa, ID 83686

NOTES:

- All sanitary sewer improvements shall conform with the standards and specifications of Garden City.
- All culinary water improvements shall conform with the standards and specifications of Garden City.
- All storm drain improvements shall conform with the standards and specifications of Garden City and the Ada County Highway District (ACHD).
- All improvements in the public right of way shall conform with the standards and specifications of Garden City and ACHD.
- All private improvements shall conform to the 2017 version of the ISPMC standards and specifications.
- Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

Glancey • Rockwell & Associates

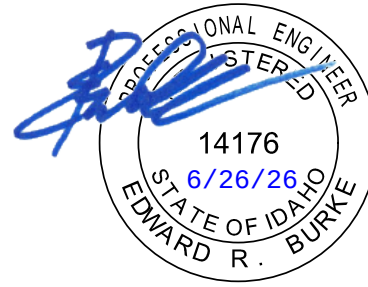
Architecture • Planning

1257 W. River St., Suite 110 | Boise, Idaho 83702
T: (208) 345-0566 F: (208) 387-0889
www.glanceyrocksell.com
office@grb Boise

APPROVED FOR CONSTRUCTION:

These plans are valid for construction only with the signature of the design engineer on the line below.

Approved _____ Date _____



Stonewater 48

Subdivision

Neighborhood Map

PROJECT:

DRAWN BY:

KMW

REVIEWED BY:

ERB

REVISIONS:

No. DATE

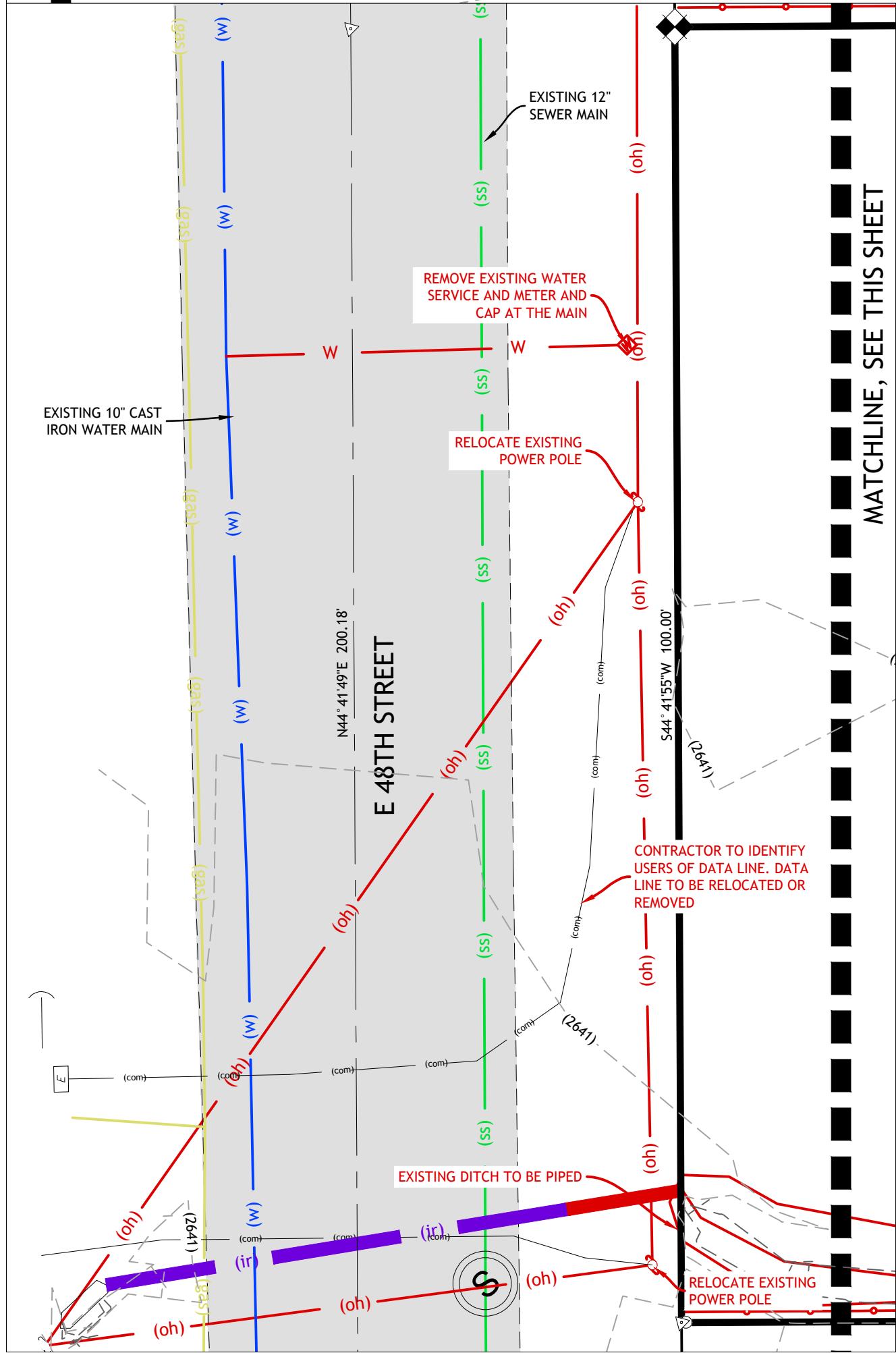
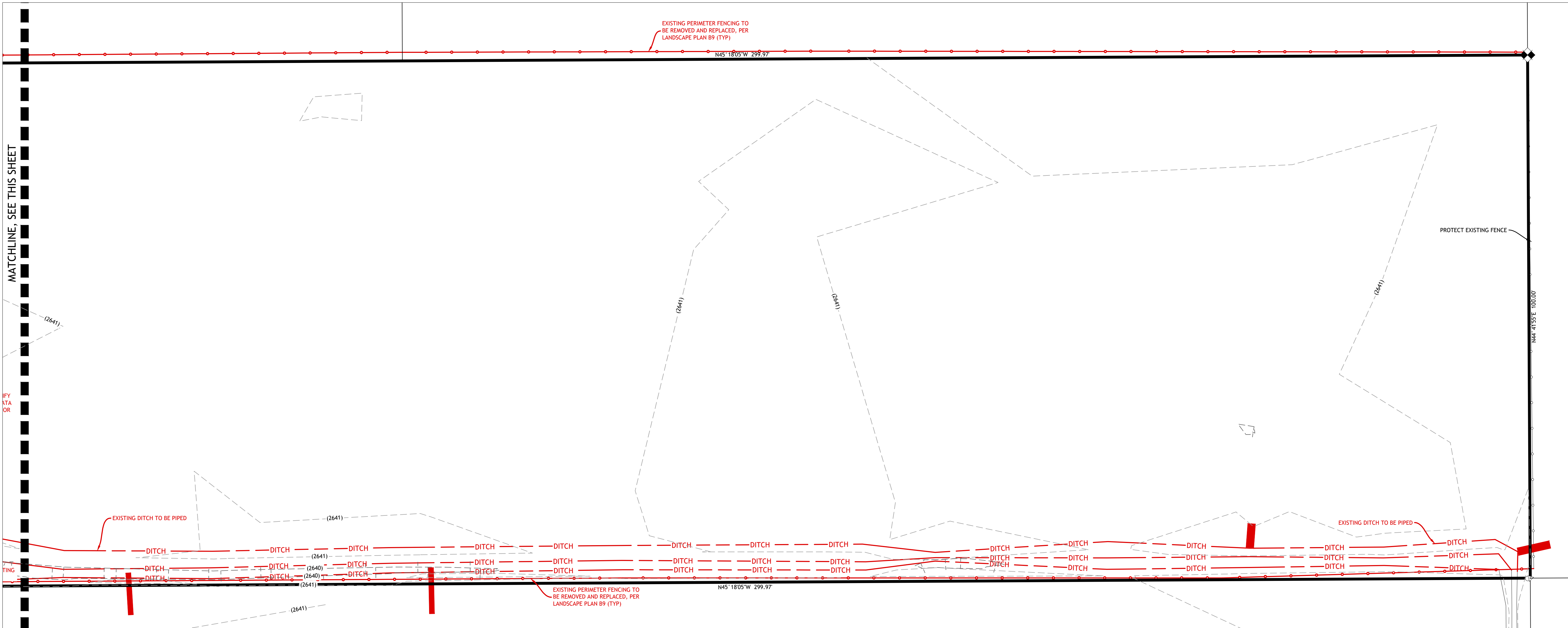
REMARKS

DATE:

June 26, 2026

SHEET NUMBER:

PP-1



- ### GENERAL NOTES
- CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITIES.
 - EXISTING UTILITIES HAVE BEEN NOTED TO THE BEST OF ENGINEERS KNOWLEDGE, HOWEVER IT IS OWNER'S AND CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITIES IN FIELD AND NOTIFY THE ENGINEER AND CITY/DISTRICT IF DISCREPANCIES EXIST PRIOR TO ANY DEMOLITION.
 - CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND CONDUCT WORK IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
 - THE CONTRACTOR SHALL NOTIFY ALL OWNERS OF UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, SANITARY SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS, AND CABLE TELEVISION, OF PROPOSED DEMOLITION WITHIN THE UTILITY'S AREA OF RESPONSIBILITY. THE CONTRACTOR IS RESPONSIBLE FOR MEETING WITH AND COORDINATING HIS/HER DEMOLITION ACTIVITIES WITH THOSE OF THE UTILITY COMPANIES INVOLVED AND TO FIELD LOCATE ALL EXISTING UTILITIES WITHIN THE AREA OF OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
 - CONTRACTOR SHALL PROVIDE DUST CONTROL DURING ALL CONSTRUCTION IN ACCORDANCE WITH GARDEN CITY AND STATE OF IDAHO REQUIREMENTS.
 - THE CONTRACTOR'S EFFORTS TOWARDS CONTROLLING SEDIMENT TRANSPORTATION AND PREVENTING AND/OR CORRECTING PROBLEMS ASSOCIATED WITH EROSION AND RUNOFF WHICH OCCURS DURING AND AFTER PROJECT CONSTRUCTION WILL BE CLOSELY MONITORED BY THE ENGINEER. PERIODIC MAINTENANCE AND INSPECTION OF SEDIMENT CONTROL DEVICES WILL BE SCHEDULED BY THE CONTRACTOR. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
 - LIMIT CONSTRUCTION ACTIVITIES TO THE LIMIT OF DISTURBANCE BOUNDARY UNLESS OTHERWISE PERMITTED BY THE OWNER.
 - ALL CONSTRUCTION EQUIPMENT AND PERSONNEL MUST USE CONSTRUCTION ACCESS POINTS AND CONSTRUCTION AREAS WHEN ENTERING/EXITING THE PROJECT SITE.
 - THE TERM CONTRACTOR SHALL MEAN ALL CONTRACTORS, SUBCONTRACTORS, AND ALL FOLLOW ON CONTRACTORS. REQUIREMENTS FOR ONE SHALL APPLY TO ALL.
 - THE CONTRACTOR SHALL PROVIDE REQUIRED MATERIAL TESTING SERVICES.
 - UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BY CONTACTING BLUE STAKES AT 1-800-662-4111 OR 811 72 HOURS PRIOR TO STARTING CONSTRUCTION AND NOTIFY ENGINEER OF ANY POTENTIAL CONFLICTS NOT SHOWN ON THE DRAWINGS. CONTRACTOR SHALL ALSO POT-HOLE AND LOCATE UTILITIES AT THE
- CONTRACTOR'S EXPENSE WHEN REQUIRED. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COSTS AND REPAIRS DUE TO DAMAGE OF EXISTING UTILITIES. ALL UTILITIES MAY NOT BE SHOWN ON PLANS.
- CONTRACTOR SHALL POTHOLE ALL GAS SERVICES, COMMUNICATIONS LINES, AND POSSIBLE INTERFERING WATER SERVICES IN ORDER TO VERIFY ADEQUATE CLEARANCE TO THE NEW CONSTRUCTION. THIS SHALL BE DONE AT THE CONTRACTORS EXPENSE, AT THE BEGINNING OF THE PROJECT IN ORDER TO PROVIDE UTILITY OWNERS ADEQUATE TIME TO RELOCATE SERVICES, IF REQUIRED.
 - CONTRACTOR SHALL COORDINATE WORK WITH THE ENGINEER/DISTRICT/CITY WEEKLY.
 - CONTRACTOR SHALL REPAIR DISTURBED SURFACES TO EXISTING CONDITIONS, INCLUDING, BUT NOT LIMITED TO UTILITY LINES AND SERVICES, ASPHALT REPAIR, DRIVEWAYS, PLANTER STRIPS, SPRINKLER AND IRRIGATION SYSTEMS AND GENERAL CLEANUP EXCEPT WHERE INSTRUCTED OTHERWISE. REPAIRS SHALL BE PER CITY REQUIREMENTS.
 - ALL UTILITIES SHALL BE KEPT IN WORKING ORDER EXCEPT FOR THE MINIMUM TIME NEEDED FOR EXCAVATION, TRENCHING, CONNECTIONS, ETC.
 - PROVIDE TRAFFIC AND PEDESTRIAN CONTROL, CONSTRUCTION SIGNING, WARNING SIGNS AND BARRIERS, INCLUDING CONSTRUCTION TRAFFIC ENTERING AND EXITING ROADWAYS IN ACCORDANCE WITH CITY, COUNTY, AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - CONTRACTOR TO STRIP AND SAVE ALL TOPSOIL.
 - CONTRACTOR TO SPREAD SAVED TOPSOIL OVER DISTURBED AREAS PRIOR TO RESEEDING.
 - CONTRACTOR SHALL RESEED ALL DISTURBED AREAS PER CITY REQUIREMENTS.
 - TREE REMOVAL - TREE REMOVAL SHALL NOT OCCUR UNTIL TREES TO BE RETAINED AND PROTECTED ARE CLEARLY FLAGGED IN THE FIELD BY THE OWNER. CONTRACTOR TO REMOVE AND DISPOSE OF OFF-SITE.

- ### DEMOLITION NOTES
- ALL TRENCHING AND BACKFILL FOR REMOVAL OF BUILDINGS, TREES & ROOT BALLS, AND OTHER ITEMS TO BE DEMOLISHED SHALL MEET STRUCTURAL FILL SPECIFICATIONS AS PROVIDED IN THE PROJECT GEOTECHNICAL REPORT. MATERIALS USED TO FILL RESULTANT EXCAVATIONS SHALL BE 6" UNCRUSHED AGGREGATE BASE PER ISPMC, COMPACTED IN 12" MAXIMUM LIFTS TO 95% MAXIMUM DRY DENSITY PER ASTM D1557.
 - COORDINATE WITH OWNER AND LANDSCAPE ARCHITECT TO CLEARLY MARK TREES TO BE REMOVED AND TREES TO BE SAVED PRIOR TO THE START OF DEMOLITION.
 - SAWCUT EDGES AT PAVEMENT MATCH LOCATIONS SHALL BE SHARP, CLEAN, AND UNDAMAGED. DAMAGED ASPHALT PAVEMENT EDGES SHALL BE RE-SAWCUT PARALLEL TO THE SAWCUT LINES SHOWN, WITHOUT JOGS OR NEW ANGLE POINTS. NO SEPARATE PAYMENT SHALL BE MADE FOR ADDITIONAL SAWCUTTING OR PAVEMENT REPAIR.
 - PER GARDEN CITY AND VEOLIA STANDARDS, REMOVE WATER SERVICE LINE AND METER BY ABANDONING AT THE MAIN



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 10'



OWNER:



Ben Wolfe
Wolfe Building & Development
615 Whisperwood Place
Nampa, ID 83686

NOTES:

- All sanitary sewer improvements shall conform with the standards and specifications of Garden City.
- All culinary water improvements shall conform with the standards and specifications of Garden City.
- All storm drain improvements shall conform with the standards and specifications of Garden City and the Ada County Highway District (ACHD).
- All improvements in the public right of way shall conform with the standards and specifications of Garden City and ACHD.
- All private improvements shall conform to the 2017 version of the ISPMC standards and specifications.
- Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

Glancey • Rockwell & Associates
Architecture • Planning

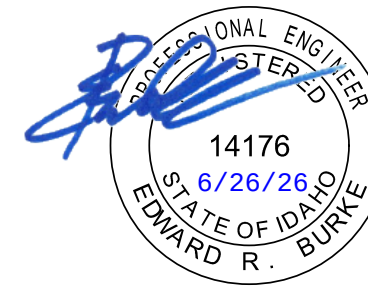
1257 W. River St., Suite 110 | Boise, Idaho 83702
T: (208) 345-0566 F: (208) 387-0889
www.glanceyrocksell.com
office@grcboise.com

APPROVED FOR CONSTRUCTION:

These plans are valid for construction only with the signature of the design engineer on the line below.

Approved

Date



Stonewater 48 Subdivision

Existing Conditions &
Demolition Plan

PROJECT:

DRAWN BY:

KMW

REVIEWED BY:

ERB

REVISIONS:

No. DATE

REMARKS

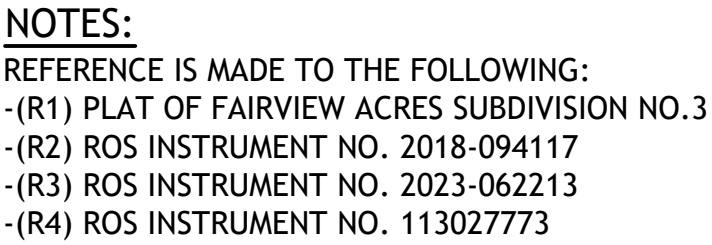
DATE:

June 26, 2026

SHEET NUMBER:

PP-2

A parcel of land being Lot 20, Block 25 of Fairview Acres Subdivision No. 3 and lying in the E 1/2 of Section 31, Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho
Parcel Number R2734583476
311 E 48th Street, Garden City, ID 83714-0000



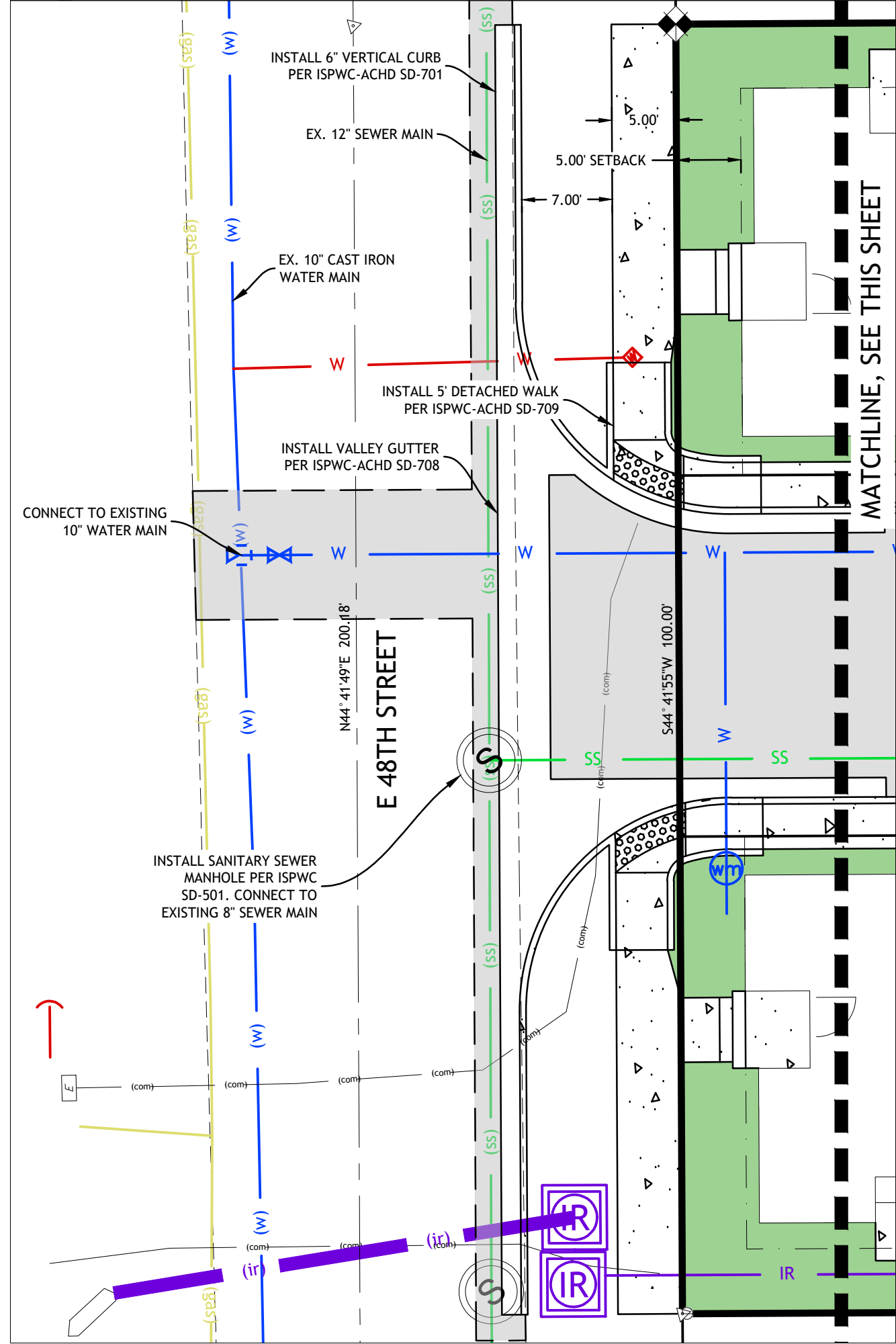
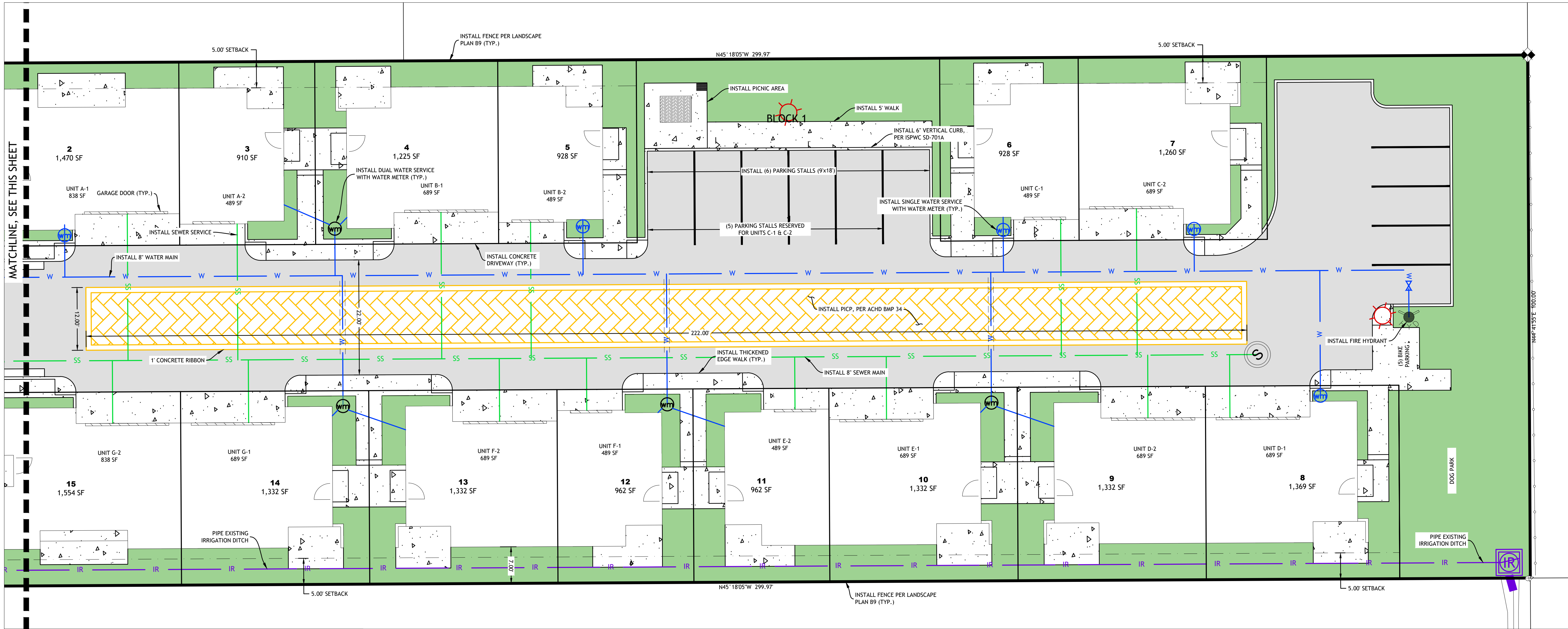
1. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
2. MINIMUM BUILDING SETBACKS DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE GARDEN CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY PUD _____.
3. DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE GARDEN CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY PUD _____.
4. LOTS 2-15 WITHIN THIS SUBDIVISION ARE ZERO-INTERIOR LOT LINE RESIDENTIAL LOTS. THIS PROPERTY WILL CONSIST OF DUPLEX TOWNHOMES.
5. LOT 1 IS SUBJECT TO A SHARED DRIVEWAY EASEMENT, AS SHOWN HEREON.
6. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
7. ALL LOTS ARE SUBJECT TO A PUBLIC UTILITY EASEMENT ALONG THE SUBDIVISION BOUNDARY AND INTERIOR LOT LINES.
8. ALL LOTS IN THE SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS, ORIGINALLY RECORDED AS INSTRUMENT NUMBER _____, TOGETHER WITH ANY FURTHER RECORDED AMENDMENTS THERETO.
9. PER IDAHO CODE 31-3805, ITS PROVISIONS THAT APPLY TO IRRIGATION WATER CONCERNING IRRIGATION RIGHTS, TRANSFER AND DISCLOSURE; THE PROPERTY LYING WITHIN THE BOUNDARIES OF THIS PLAT IS IN _____ IRRIGATION DISTRICT. THE OWNER/DEVELOPER AND IRRIGATION DISTRICT WILL BE PROVIDING IRRIGATION WATER TO THE LOTS OF THIS SUBDIVISION.

CIVIL/SITE ENGINEER:
EDM PARTNERS
PO BOX 6925
BOISE, ID 83707
(208) 891-9968
CONTACT: TED BURKE, PE

1. All sanitary sewer improvements shall conform with the standards and specifications of Garden City.
2. All culinary water improvements shall conform with the standards and specifications of Garden City.
4. All storm drain improvements shall conform with the standards and specifications of Garden City and the Ada County Highway District (ACHD).
5. All improvements in the public right of way shall conform with the standards and specifications of Garden City and ACHD.
6. All private improvements shall conform to the 2017 version of the ISWPC standards and specifications.
7. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

PP-3

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AREA NOTES:
TOTAL SITE ACREAGE: 0.69 ACRES

LANDSCAPE AREA: 7201 SF
IMPERVIOUS DRIVEWAY AREA: 6501 SF
PICP AREA: 2664 SF
CONCRETE SIDEWALK AREA: 3024 SF
CONCRETE DRIVEWAY AREA: 1330 SF

BUILDING AREA NOTES:

UNITS A-1 & G-2
• FIRST FLOOR: 838 SF
• SECOND FLOOR: 1006 SF
• THIRD FLOOR: 901 SF
• PATIO: 109 SF

UNITS A-2, B-2, C-1, E-2 & F-1
• FIRST FLOOR: 489 SF
• SECOND FLOOR: 543 SF
• THIRD FLOOR: 467 SF
• PATIO: 80 SF

UNITS B-1, C-2, D-1, D-2, E-1, F-2 & G-1
• FIRST FLOOR: 689 SF
• SECOND FLOOR: 795 SF
• THIRD FLOOR: 701 SF
• PATIO: 80 SF

LEGEND

	PROPOSED CONCRETE
	PROPOSED ASPHALT
	PROPOSED PERMEABLE PAVER



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 20'



OWNER:



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Nampa, ID 83686

NOTES:

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Glancey • Rockwell & Associates

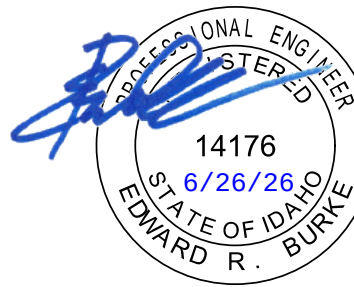
Architecture • Planning

1257 W. River St., Suite 110 | Boise, Idaho 83702
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www.glanceyrocks.com
office@grb Boise

APPROVED FOR CONSTRUCTION:

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Approved _____ Date _____



Stonewater 48

Subdivision

Site Plan

PROJECT: _____
DRAWN BY: _____ KMW
REVIEWED BY: _____ ERB
REVISIONS: _____
No. DATE _____ REMARKS _____

DATE: June 26, 2026

SHEET NUMBER:

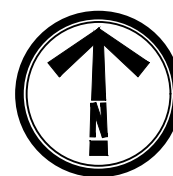
PP-4

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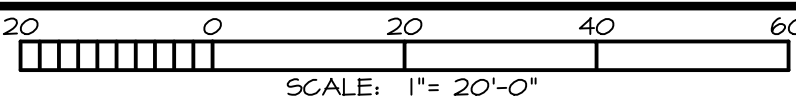
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PLANT SCHEDULE

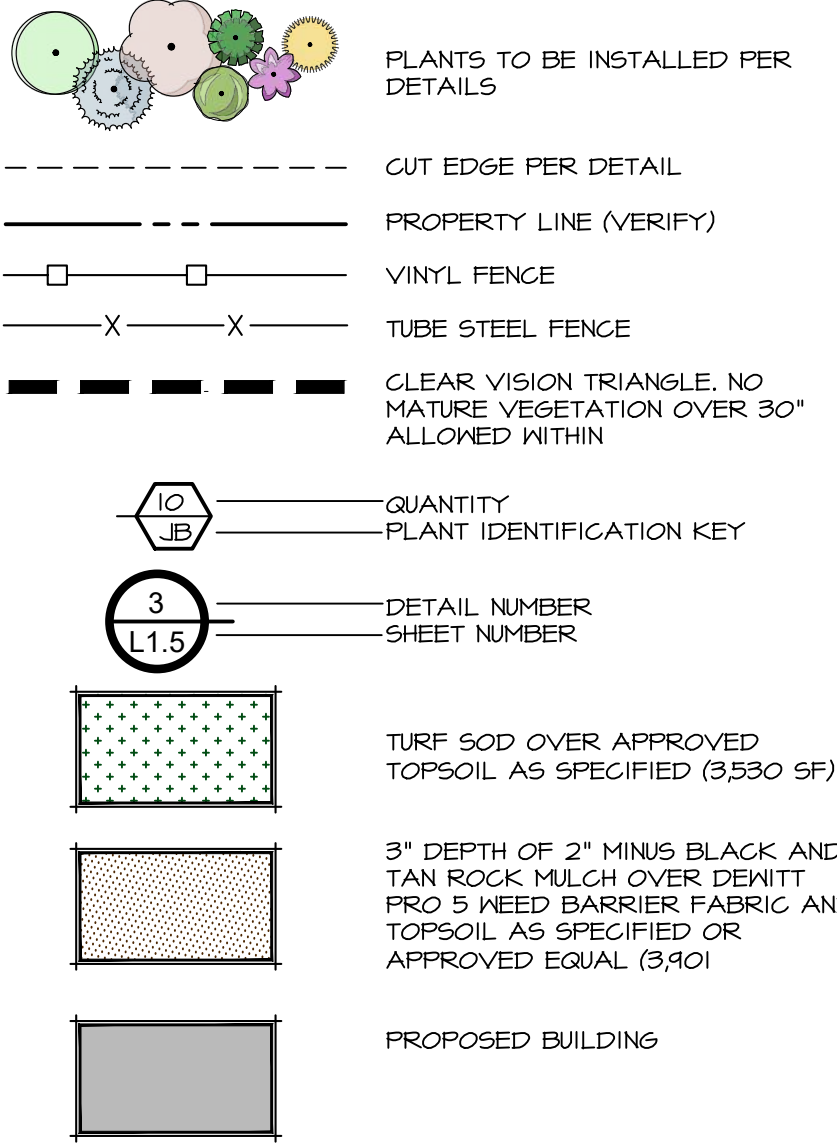
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
CONIFER TREES						
	CA	15	Cedrus atlantica 'Horstmann'	Horstmann Blue Atlas Cedar	6'-1" Ht. B&B	10' x 5' W
DECIDUOUS SHADE TREES						
	KP	2	Koelreuteria paniculata	Golden Rain Tree	2" Cal. B&B	30' x 30' W CLASS I
	QR	11	Quercus robur x bicolor 'Nadler'	Kindred Spirit Oak	2" Cal. B&B	30' x 6' W CLASS II
	TC	4	Tilia cordata 'Corzani'	Corinthian Littleleaf Linden	2" Cal. B&B	45' x 15' W CLASS II
FLOWERING ORNAMENTAL TREES						
	MS	5	Magnolia stellata 'Royal Star'	Royal Star Magnolia	2" Cal. B&B	15' x 10' W CLASS I
	MA	13	Malus x adstringens 'Dunleo'	Gladiator Crabapple	2" Cal. B&B	20' x 10' W CLASS I
SHRUBS, PERENNIALS, & ORNAMENTAL GRASSES						
	AM	25	Aronia melanocarpa 'CONNAM165'	Low Scape Mound Black Chokeberry	2 gal.	1' x 2' W
	BG	25	Bouteleja gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	2 gal.	3' x 3' W
	CS	18	Cornus sericea 'Farrow'	Arctic Fire Red Twig Dogwood	5 gal.	4' x 4' W
	HL	26	Hemerocallis x 'Little Grapette'	Little Grapette Daylily	1 gal.	1' x 2' W
	IS	20	Iberis sempervirens 'Tahoe'	Tahoe Evergreen Candytuft	1 gal.	1' x 2' W
	NF	27	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	2 gal.	2' x 3' W
	PM	17	Pinus mugo 'Jakobsen'	Jakobsen Mugo Pine	2 gal.	2' x 2' W
	RN	13	Rosa x 'Noala'	Flower Carpet Coral Groundcover Rose	5 gal.	3' x 4' W
	VO	16	Viburnum opulus 'Nanum'	Dwarf European Cranberrybush	5 gal.	3' x 3' W



LANDSCAPE PLAN



LANDSCAPE LEGEND



CALLOUT LEGEND

- 1 CLEAR VISION TRIANGLE. NO MATURE VEGETATION OVER 30' ALLOWED WITHIN
- 2 BIKE RACKS
- 3 DOG PARK
- 4 PICNIC AREA

LANDSCAPE REQUIREMENTS

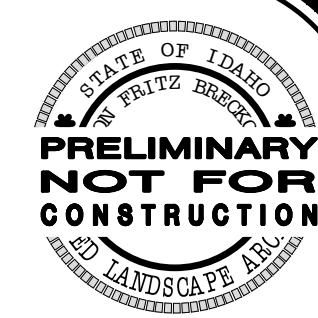
PARKING			
Requirements:	STALLS	TREES REQ'D	TREES PROVIDED
1 TREE / 5 STALLS	11	2	2
STREET FRONTAGE			
Requirements:	LENGTH	TREES REQ'D	TREES PROVIDED
1 CLASS II OR III TREE/ 50 LF	100'	2	2
GENERAL			
Requirements:	TOTAL SF	TREES REQ'D	TREES PROVIDED
1 TREE/ 1000 SF	7,431		
1 SHRUB / 150 SF		SHRUBS REQ'D	SHRUBS PROVIDED
		47	64
5% OF THE SITE TO BE LANDSCAPED(24,946 SF TOTAL)		REQUIRED	PROVIDED
		1,431 SF OR 5%	7,431 SF OR 25%
TREE MITIGATION			
Requirements:	INCHES REMOVED	PROPOSED INCHES	
100% MITIGATION	103"	25" OFF SITE	

TREE MITIGATION NOTES:

1. THE DESIGN PROFESSIONAL WILL MEET WITH THE CITY ARBORIST TO ESTABLISH MITIGATION REQUIREMENTS FOR REMOVAL OF EXISTING TREES.
 2. THE EXISTING TREES TO BE REMOVED THAT REQUIRE MITIGATION ARE AS FOLLOWS FROM THE INTERIOR OF THE SITE (AS NOTED IN THE ARBORIST REPORT):
 - 10.6" CAL. SILVER MAPLE
 - 13.25" CAL. SILVER MAPLE
 - 28" CAL. SILVER MAPLE
 - 43.14" CAL. SILVER MAPLE
- TOTAL CALIPER INCHES REQUIRED FOR MITIGATION = 103 CALIPER INCHES
2. THE TWO METHODS OF MITIGATION WILL BE TO PROPOSED NEW TREES ON SITE AND PROPOSE TREES OFF SITE WITHIN CITY LIMITS. SEE PLANT SCHEDULE FOR TREES PROPOSED ON SITE. THIS RESULTS IN 74 INCHES BEING MITIGATED ON SITE AND 25 INCHES BEING MITIGATED OFF SITE AT 213 46TH STREET AND 603 E 43RD STREET IN GARDEN CITY.

IRRIGATION NOTES:

1. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH ENSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
2. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
3. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
4. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM. ANNUALS, PERENNIALS GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
5. ELECTRONIC WATER DISTRIBUTION/ TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
 - a. PRECISE INDIVIDUAL STATION TIMING
 - b. RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
 - c. AT LEAST ONE PROGRAM FOR EACH HYDROZONE
 - d. SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
 - e. POWER FAILURE BACKUP FOR ALL PROGRAMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
6. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
8. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
9. PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE G.C.V. LOCATIONS WITH DESIGN PROFESSIONAL.



• Civil Engineering
• Landscape Architecture
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• Graphic Communication
• Horticulture
• Land Planning

www.breckonlanddesign.com
Phone 808-376-9193
888 North Glenwood Street
Garden City, Idaho 83714



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STONEWATER 48
311 E 48TH ST
GARDEN CITY, IDAHO 83714
LANDSCAPE PLAN



REVISIONS		
No.	Date	Description
#	#	#
#	#	#
#	#	#
#	#	#
PROJECT NO.: 26030		
DRAWN BY: EB		
CHECKED BY: JB		
DATE: 6/24/2026		
SHEET NUMBER		
SL1.1		

DESIGN REVIEW

