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RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Heritage Land Holdings, LLC
Attn: Marshae Stokes
470 North 2450 West
Tremonton, UT 84337

Recorded at the request of
Heritage Land Development
Time: 10:06 Amount \$ 145⁰⁰

JAN 10 2022

CAMILLE LARSEN, RECORDER
By C. Carter Deputy
Franklin County, Idaho

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
LEGACY VILLAGE**

Franklin, Franklin County, Idaho

Tax Parcel Nos. RP03018.00, RP03882.00, RP03017.00, RP03884.00

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
LEGACY VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF LEGACY VILLAGE (this "**Declaration**") is made and executed as of the 28 day of December, 2021 (the "**Effective Date**"), by HERITAGE LAND HOLDINGS, LLC, a Utah limited liability company ("**Declarant**"), in contemplation of the following facts and circumstances:

RECITALS

A. Declarant is the fee simple owner of certain real property located in Franklin, Franklin County, Idaho, consisting of approximately 48.60 acres, commonly known as tax parcel numbers RP03018.00, RP03882.00, RP03017.00, and RP03884.00, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. Declarant intends to develop the Property into (i) seventy-seven (77) single-family residential lots and (ii) sixty-four (64) separate townhome units, as generally depicted on the Master Site Plan (as defined below) in one or more phases.

D. Declarant desires to adopt this Declaration to establish certain covenants, conditions, restrictions, rules, agreements, provisions, easements, constraints, and limitations with respect to the ownership, construction, use, management, and operation of each of the Parcels and Improvements thereon as more fully set forth herein (collectively, the "**Covenants, Conditions and Restrictions**"), which Covenants, Conditions and Restrictions are intended for the benefit of Declarant, each Owner and Occupant, and the protection and preservation of the value of each Parcel and the Property as a whole.

DECLARATIONS AND AGREEMENTS

NOW, THEREFORE, Declarant does hereby declare the following:

1. **Definitions.** Unless otherwise defined in this Declaration, the terms set forth in this Section 1 shall have the following meanings:

1.1. "**Architectural Review Committee**" shall mean the initial Board of Directors or such other individuals as appointed by the Board to review and approve all Plans for construction of Improvements within the Project.

1.2. "**Articles of Incorporation**" or "**Articles**" shall mean the Articles of Incorporation of the Association as filed with the Idaho Secretary of State, as may be amended from time to time, a true and correct copy of which is attached as Exhibit B.

1.3. "**Association**" shall mean and refer to "Legacy Village Owner's Association, Inc., an Idaho nonprofit corporation" organized, or that shall be organized, by Declarant for the purpose of owning and maintaining the General Common Areas, the Members of which shall be the Owners of the Parcels.

1.4. "**Board**" or "**Board of Directors**" shall mean and refer to the governing body of the Association.

1.5. “**Building**” shall mean any structure built on any portion of the Property for permanent use.

1.6. “**Bylaws**” shall mean the Bylaws of the Association as may be amended from time to time, a true and correct copy of which is attached as Exhibit C.

1.7. “**City**” shall mean Franklin, Idaho.

1.8. “**Common Expenses**” shall mean and include the actual and estimated expenses of operating the General Common Areas and all Improvements located thereon, and shall include any reasonable reserve for such purposes as determined by the Board. Except as otherwise provided for in Section 5.4, “**Common Expenses**” shall not include any expenses related to maintaining the Limited Common Area.

1.9. “**County**” shall mean Franklin County, Idaho.

1.10. “**County Recorder**” shall mean the Franklin County Recorder.

1.11. “**Declarant**” shall mean Heritage Land Holdings, LLC, a Utah limited liability company, its successors and/or assigns.

1.12. “**Declaration**” shall mean this Declaration of Covenants, Conditions, Restrictions and Easements.

1.13. “**Default Rate**” shall mean twelve percent (12%) per annum.

1.14. “**Easement**” or “**Easements**” shall mean any easement or, as the context shall require, all easements (i) granted pursuant to the provisions of this Declaration, (ii) to which the Property or any portion thereof is subject pursuant to documents which have been or will be recorded with the County Recorder, or (iii) currently existing or affecting all or any portion of the Property, whether or not recorded.

1.15. “**General Common Area**” shall mean all real and personal property that the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners exclusively within the Project, which General Common Area is so designated by Declarant, in Declarant’s sole discretion. The land that is part of the General Common Area includes all the land of the Project less and except the Parcels that may be located within the Project from time to time.

1.16. “**Governmental Authority**” shall mean any federal, state, or local governmental or quasi-governmental agency(ies) or authority(ies) having applicable jurisdiction, including without limitation the City, County, and any local district(s), special services district(s), assessment district(s), special improvement district(s) (or similar organized unit(s)) created for the purpose of administering, financing, paying for, controlling, or overseeing all or any portion of any public amenities or facilities, and/or any other applicable subject matter.

1.17. “**Improvements**” shall mean and include all structures, signage and other improvements made or constructed upon any portion of the Property, and shall include, without limitation, all Buildings, driveways, sidewalks, trails, pathways, parking areas, parking structures, parking surfaces, curbing, gutters, Landscaping, signs, utilities, exterior lighting, streets, parks, amenities and related appurtenances.

1.18. **“Landscaping”** shall mean lawn, ground cover, rock walls, retaining walls, flowers, bushes, shrubbery, trees and other similar landscaping features which may be complemented with, or include, earth berms, masonry or similar materials and the real property located thereunder, together with all sprinkling or other irrigation systems related thereto, as further set forth in the Landscaping plans attached hereto as Exhibit F.

1.19. **“Limited Common Area”** shall mean that portion of the General Common Area that is owned by an Owner but which use is subject to the Association if not maintained according to the Bylaws. Said areas may also be shown as highlighted/cross hatched or designated on each Plat and/or Master Site Plan as “Limited Common Area”.

1.20. **“Lot”** shall mean each single-family residential lot constituting a separate Parcel of record and which may be separately transferred or conveyed under the laws of the State of Idaho. Each Lot may be referred to herein according to the designation given to such Lot on a Plat.

1.21. **“Master Site Plan”** shall mean that certain site plan for the overall Project attached hereto as Exhibit D and incorporated herein by reference.

1.22. **“Occupant”** shall mean any party, whether such party shall be an individual, corporation, limited liability company, joint venture, partnership, or other group, entity or association which has purchased, leased, rented or otherwise acquired the right to occupy and/or use any Lot, Unit, Building, or portion thereof, whether or not such right is exercised.

1.23. **“Owner”** shall mean any party, including Declarant and the Association, whether such party shall be an individual, corporation, limited liability company, joint venture, partnership, entity or association, which then holds in fee title, the rights and incidents of ownership of real property in the State of Idaho as to a Parcel as evidenced in the official records of the County. The term **“Owner”** shall not refer to any party that shall have such interest solely as security for performance of any obligation, including a deed of trust or mortgage.

1.24. **“Parcel”** shall mean one or more legally subdivided Lots and Units within the Project as designated on the Plat, as well all Improvements located thereon, intended for single-family residential use. Parcel numbers shall be synonymous with Lot and Unit numbers notwithstanding the assignment of a separate residential address to each of the same.

1.25. **“Phase”** or **“Phases”** shall mean each phase of development of the Project as determined by Declarant and approved by the City, in accordance with the Plat for such phase. Declarant intends to develop the Project in such Phases as shown on the Master Site Plan.

1.26. **“Plat”** shall mean the final plat approved by the City and duly recorded with the County Recorder for each Phase of the Project. The Plat for Phase 1 of the Project is attached hereto as Exhibit E and is incorporated herein by this reference. This Declaration may be amended as provided for in Section 9.2 to incorporate additional Plats for future Phases of the Project.

1.27. **“Project”** shall mean the Property, together with any Improvements which are now located upon or may in the future be located upon the Property, to be collectively known as “Legacy Village”.

1.28. **“Property”** shall have the meaning given to such term in Recital A.

1.29. “**Subdivision Documents**” shall mean this Declaration, as amended from time to time, the exhibits attached hereto, together with the other basic documents used to create and govern the Project, including the Plats, the Articles, the Bylaws, and any rules and regulations adopted from time to time.

1.30. “**Unit**” shall mean each individual townhome unit as depicted on a Plat, which may be separately transferred or conveyed under the laws of the State of Idaho. Each Unit may be referred to herein according to the designation given to such Unit on a Plat.

2. Submission.

2.1. Declaration. Declarant hereby declares that the Project shall be held, sold, conveyed, transferred, designed, constructed, operated, used, maintained, leased, subleased and occupied subject to the Covenants, Conditions, and Restrictions, together with all other terms and provisions, set forth in this Declaration, which are for the purpose of (among other things) establishing mutual easements, covenants and restrictions to provide for the common management and operation of certain portions of the Project, to place certain use restrictions and/or limitations on the Project, and to protect and preserve the value of the Project.

2.2. Covenants to Run with the Land. This Declaration and all of the Covenants, Conditions, and Restrictions and other provisions contained herein are intended to be, and shall constitute covenants which shall run with the land and which shall be binding upon and shall inure to the benefit of Declarant, each respective Owner and Occupant, and any other party which has or may acquire any interest in or to any portion of the Project and each respective grantee, transferee, heir, devisee, personal representative and successor and assign thereof. Any party which may acquire an interest in any portion of the Project, or which may occupy any portion of the Project, including, without limitation, each Owner and Occupant of all or any portion thereof, shall be deemed to consent and agree to be bound by the Declaration and all of the Covenants, Conditions, and Restrictions and other terms and provisions herein contained.

2.3. No Condominium. Declarant and each Owner hereby agree and understand that the Project is not, by execution and recording of this Declaration, being submitted to the provisions of the Condominium Property Act (Idaho Code § 55-1501, *et seq.*). This Declaration does not constitute a declaration as provided for in the Condominium Property Act and, except as otherwise amended by Declarant, the provisions of the Condominium Property Act shall not be applicable to the Project or any portion thereof.

2.4. Development. All development and construction on any Parcel, including all Improvements thereon, shall be completed in a first-class manner, consistent with all applicable laws, statutes, regulations and ordinances, including this Declaration.

2.5. Readjustment of Parcel Boundaries. Declarant hereby reserves for itself, its successors and assigns, the right to effectuate minor realignment and adjustment of the boundary lines between Parcels for purposes of proper configuration and final engineering of the Project; provided that any such realignment and adjustment does not affect any existing Improvement (other than Landscaping) on the affected Parcel. The authority to realign and adjust such Parcel boundary lines shall be exclusively reserved to Declarant, its successors or assigns, in their sole and reasonable discretion, subject to the other provisions of this Section 2.5. All Owners specifically acknowledge and agree that they shall cooperate with Declarant to effectuate such minor realignment and adjustment of their respective Parcel boundary lines by deed in form and content as requested by Declarant for the purposes of proper configuration and

final engineering of the Parcels in relationship to the development of the Project. Further, all Owners acknowledge and agree that no amendment to this Declaration or a Plat shall be required to effectuate any Parcel boundary line adjustments so long as such adjustments are made pursuant to applicable law.

2.6. Development Plan. Notwithstanding any other provision of this Declaration to the contrary, and subject to the appropriate approval by the applicable Governmental Authority, Declarant, without obtaining the consent of any other Owner, shall have the right to make changes or modifications to its plan of development with respect to any Parcels owned by Declarant in any way which Declarant desires including, but not limited to, changing all or any portion of the Parcels owned by Declarant or changing the nature or extent of the uses to which such Parcels may be devoted.

3. Easements.

3.1. General. The Property, and any portion of the Property which is sold as a separate Parcel, shall be conveyed and owned subject to and together with the Easements recited in this Declaration, whether or not such Easements are specifically set forth in the document of conveyance. In each instance, the physical location of an Easement may, in some circumstances, be located in the same place as, and the use thereof may be shared with, other Easements similarly located and in each such instance the rights and privileges associated with each such Easement shall be interpreted separately, but the use shall be deemed to be non-exclusive with any other Easement similarly located. Except as may be specifically set forth elsewhere in this Declaration, no Easement may be amended, extinguished or otherwise modified in any manner by an amendment to this Declaration without the express written approval of the Owners of the Parcels which shall be benefitted or burdened by the creation/existence of such Easement. It is expressly agreed that any and all Easements granted pursuant to this Declaration shall survive any termination, expiration or other cessation of this Declaration and shall be extinguished only upon the execution and delivery of a separate instrument executed by the party or parties legally benefitted by the Easement intended to be terminated. Except as expressly stated herein, as contained on any recorded plat of the Property, or as agreed to in writing by the parties benefitted and burdened thereby, no easements may exist on the Project in places where Buildings are expected to be built.

3.2. Access Easement. Declarant hereby reserves unto itself, its successors and assigns, including without limitation the Association, a perpetual, non-exclusive access easement on, over and across the General Common Area and Limited Common Area for the purposes of constructing, repairing, replacing and maintaining the General Common Area and, if necessary, the Limited Common Area, and all Improvements located thereon.

3.3. Cross-access Easements. Each Owner is granted a private, perpetual, non-exclusive Easement on, over and across the General Common Area for the purpose of pedestrian ingress and egress from public rights of way via all current access points to each respective Parcel.

3.4. Drainage Easements. Each Owner is granted a perpetual, non-exclusive Easement on, over, across, under and through the General Common Area for the purposes of (i) storm drainage of its respective Parcel, and (ii) constructing, installing, operating, servicing, repairing, replacing and maintaining any and all storm drainage facilities and related appurtenances, as such storm drainage facilities may be required by any applicable Governmental Authority to drain such Parcel, and provided that such storm drainage facilities do not interfere with an Owner's intended use and development of its Parcel and comply with all Governmental Authority requirements for storm drainage.

3.5. Utility Easements. Each Owner is granted a perpetual, non-exclusive Easement under and through each Parcel for the purpose of (i) using and maintaining all existing utility lines and

facilities (including, without limitation, sanitary sewer service lines and facilities, and other utility, electrical, and irrigation lines and facilities) in their current location and (ii) installing, using, maintaining, repairing and replacing new utility lines and facilities to connect any Parcel to any utilities with adequate capacity located on any other Parcel.

3.6. Encroachment Easements. Each Owner is granted a perpetual, non-exclusive Easement for encroachments as between Parcels due to the placement or settling or shifting of any Improvements constructed, reconstructed, or altered thereon. This Easement extends to a distance of not more than one (1) foot, as measured from any point on the common boundary between each adjacent Parcel along a line perpendicular to such boundary at such point; provided, however, in no event shall an Easement for encroachment exist if such encroachment occurred due to the gross negligence or willful conduct on the part of the party responsible for the installation of such Improvements.

3.7. Landscaping Easement. There is hereby granted to the Association a perpetual, non-exclusive landscaping easement (the "**Landscaping Easement**") on, over and under those landscaping buffer areas located within the Subdivision that are situated adjacent to and that front upon any public right-of-way associated with the Subdivision, including, without limitation 100 South (collectively, the "**Landscape Easement Areas**"), for the purpose of maintaining the Landscaping.

3.8. Temporary Construction Easements. Each Owner is granted a temporary, non-exclusive construction easement on any undeveloped portion of the Property, as reasonably required during construction of improvements on an adjacent Parcel (the "**Temporary Construction Easement**"). The Temporary Construction Easement for each Owner will expire upon issuance of a certificate of occupancy by the applicable Governmental Authority to an Owner constructing such Improvements on its Parcel.

3.9. Public Utility Easement. Each Owner is granted a perpetual, non-exclusive public utility easement (the "**Public Utility Easement**") on, over and under such portions of the Project within the General Common Area and/or as otherwise shown on a Plat for the purposes of the Owners and the providers of such utilities (i) constructing, designing, installing, repairing, replacing, and/or using any and all public utilities, including, but not limited to, electricity, natural gas, telecommunications, etc. (collectively, the "**Public Utilities**"), provided the Public Utilities do not interfere with vehicular and pedestrian ingress/egress to and from the portions of the Project encumbered by the Public Utility Easement, and (ii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the same, along with the right of ingress and egress for such purposes.

3.10. Reservation. Each Owner hereby reserves the right to use any portion of their respective Parcel for any use permitted herein that is not inconsistent with the other Owners' Easement rights as set forth in this Section 3.

3.11. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project, including without limitation the General Common Area and Limited Common Area, to or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Declaration will be strictly limited to and for the purposes herein expressed. Notwithstanding the grant of the Easements, each Owner may be entitled to take whatever steps it deems reasonably necessary to protect and preserve the private ownership of its Parcel and to prevent the same from being dedicated to the public use as a matter of law. An Easement granted herein to the City and/or a Governmental Authority shall be deemed granted to the City and/or the applicable Governmental Authority only, which may be used by its employees, agents, contractors and representatives in performance of their respective duties within the Project, and shall not be construed to be a grant to the public generally.

3.12. No Barriers. No walls, fences or barriers of any kind shall be constructed or maintained on the Easements, or any portion thereof, by any party which shall prevent or impair the use or exercise of the Easements granted herein, or the free access and movement, including without limitation, of pedestrians across the Parcel as contemplated herein; provided, however, reasonable controls may be installed along any of the Easements referenced in this Section to promote the safe, orderly flow of pedestrian traffic on the Project and to ensure the safety and privacy of any Owner or Occupant on the Property provided (i) they do not unreasonably block or impede traffic flow and (ii) are pre-approved in writing by all affected parties. The only exceptions to this provision shall be (a) for incidental, temporary encroachments which may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right, and (b) for private screen walls and/or gates where the Owners and/or Occupants of the Property have secured access.

4. Development and Use Restrictions.

4.1. Development of Parcels. Each Owner shall be responsible for the construction of all Improvements which are constructed upon its Parcel. No Owner shall be responsible to contribute to the cost of the construction, reconstruction or repair of any Improvements located upon any other Parcel unless agreed upon in writing by such Owner or as otherwise set forth in this Declaration.

4.2. Construction of Improvements. Each Owner shall cause all Improvements constructed on its Parcel(s), including, without limitation, the Easements, to be of quality and appearance (i) consistent with other developed or developing Parcels, (ii) in accordance with the plans approved by the Architectural Review Committee, and (iii) similar to other first-class developments in the City. Once commenced, construction, reconstruction or repair of any Improvements shall be diligently prosecuted to completion. The Owner of the Parcel on which Improvements are being constructed, reconstructed or repaired shall at all times keep the driveways and other access ways contiguous to the Parcel clean and free from any dirt, mud, dust, garbage, refuse, trash or other debris which might be occasioned by such activities. When planning, designing, constructing and maintaining Improvements within their respective Parcels, the Owners shall take into consideration the location and purpose of the Easements described in Section 3, and shall not take any action that in any way circumvents or prevents use of said Easements as permitted herein.

4.3. Architectural Review Committee. No Improvements shall be erected, placed, or altered on any Parcel until the construction plans, specifications, and site plans (collectively, "Plans") of said Improvements have been approved by the Architectural Review Committee as to quality of workmanship and materials, harmony of design with existing buildings in the Project, and as to the location with respect to topography and finish grade elevation. No Improvement shall be erected, placed or altered on any Parcel nearer to any street beyond the minimum building setback line unless similarly approved. The Architectural Review Committee will retain a signed copy of final approved Plans with all exterior and site and overall height elevations, and interior floor plans for permanent record. A majority of the Architectural Review Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Review Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Review Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Section. At any time, a majority of the then-Owners of record shall have the power through a duly recorded written instrument to change the membership of the Architectural Review Committee or to withdraw from the Architectural Review Committee or restore to it any of its powers and duties. In the event the Architectural Review Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after Plans have been submitted to it, or in any event, if no suit to enjoin the construction

has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The initial Architectural Review Committee shall consist of the initial Board of Directors.

4.4. Permitted Use; Prohibited Uses. All Parcels within the Project shall be used exclusively for residential purposes and in compliance with all applicable laws, regulations and zoning ordinances.

4.5. Mineral Exploration. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Parcel, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Parcel. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Parcel.

4.6. Sight Lines. No wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Parcel within the triangular area formed by the street property lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to any Parcel within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.7. Compliance with Law. No portion of the Project may be occupied for any use which is in violation of any applicable ordinances, laws and regulations of any Governmental Authority.

4.8. No Subdivision of Parcel. No Parcel shall be further subdivided without the prior written consent of all Owners within the Project and approval by the applicable Governmental Authority. Notwithstanding the foregoing, with respect to Parcels which shall be owned by Declarant at the time of such adjustments, Declarant shall have the right, subject to applicable laws and ordinances but without the consent being required of any Owner, (i) to relocate or otherwise reconfigure the boundary lines of any Parcel as provided for in Section 2.5 and (ii) to combine Parcels. Nothing contained herein shall be construed to grant Declarant the right to alter the boundary of any Parcel not owned by Declarant without the express written consent of the Owner of such Parcel.

4.9. Use of Parcel. The use of a Parcel shall be in accordance with and subject to the following provisions:

4.9.1. All Parcels shall be used and occupied for residential dwelling purposes only, except that the Declarant may use a Parcel owned by Declarant as a model space or leasing office.

4.9.2. A Building constructed on a Parcel may be rented or leased by the Owner or its lessee, provided the entire Building is rented and the lease is in writing. The minimum lease term shall be thirty (30) days. Nightly or weekly rentals are prohibited. No lease shall relieve the Owner as against Declarant and the Association and other Owners from any responsibility or liability imposed by this Declaration. All Owners who lease a Building constructed on a Parcel shall promptly notify Declarant or the Association in writing of the names of all tenants and members of tenants' family occupying such Building and shall provide the Declarant or the Association of the address and telephone number where such Owner can be reached.

4.9.3. Nothing shall be altered in, constructed in, or removed from the General Common Area except upon written consent of Declarant or the Board of Directors, which may be given through regulations of the Association, and further provided that any holder of a first mortgage which acquires possession of a Parcel by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Parcel until such Parcel is sold or a lease is entered into.

4.9.4. No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

4.9.5. No Owner, guest or invitee thereof shall block vehicular access to a Unit's parking by parking vehicles or placing objects within that portion of a driveway which provides direct access to said parking. No Owner shall be allowed to install additional parking slabs on any part of the Property. Each Owner's guests or invitees will park their own vehicles only on the parking spaces provided, doing the same in such a manner as to not violate the provisions of this subparagraph. No vehicles may be permanently parked on the unreserved parking spaces within the Project. Vehicles parked on unreserved parking spaces must be moved at least once every twenty-four (24) hours. Parking of vehicles shall only be allowed in garages and on unreserved parking spaces as provided herein.

4.9.6. Nothing shall be done or kept in the General Common Areas Elements which will increase the rate of insurance on the same, without the prior written consent of Declarant or the Association.

4.9.7. Declarant and the Association shall have the authority to adopt rules and regulations governing the use of the Project and such rules shall be observed and obeyed by the Owners, their guests and invitees. The adoption of such rules and regulations shall not be considered an amendment to this Declaration unless such rule(s) is inconsistent with other provisions of the Declaration, in which case an Amendment to the Declaration will be required. Declarant and the Association shall have the authority to impose fines against Owners or their tenants for failure to comply with such rules and regulations, and such fines, if not timely paid, shall become a lien against the Unit, as provided for herein or in the Bylaws.

4.9.8. Agents of or contractors hired by Declarant or the Association may enter upon any Parcel when necessary in connection with any maintenance, landscaping, or construction for which Declarant or the Association is responsible, provided such entry shall be made with reasonable advance notice to the Owners and with as little inconvenience to the Owners as practicable.

4.9.9. An Owner shall be liable to Declarant, other owners, and the Association for the expense of any maintenance, repair, or replacement rendered necessary by its acts, neglect, or carelessness, or by that of its guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting therefrom.

4.9.10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Parcel. Only domestic household pets, such as dogs or cats, not to exceed two (2) in number, may be kept upon any Lot provided that they are not kept, bred, or maintained for any commercial purpose.

4.9.11. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

4.9.12. Fences shall be approved by the Architectural Review Committee. No chain link fences are permitted.

4.10. Height Restrictions. No Building shall be approved in violation of the following size and/or height requirements:

4.10.1. Single-Family Residences. Any one-story residence to be constructed on a Lot shall contain not less than 1,200 square feet of living space, exclusive of porches, garages, patios. Any two-story residence shall contain not less than 1,500 square feet of living space.

4.11. Exterior Building Materials. Each Building shall be constructed using vinyl siding with three feet (3') of rock or brick on the front. Roofing materials shall be cedar shake, steel, or laminate architectural shingle, as approved by the Architectural Review Committee.

4.12. Setbacks. No structure shall be located on any Parcel in violation of the setbacks set forth and/or shown on the Plat, or as required by the City.

4.13. Drainage. Areas around each Building constructed on a Parcel shall be sloped to provide adequate drainage away from foundations, including a minimum slope of six inches (6") in the first ten feet (10') away from the Building. Said slope shall be maintained throughout the life of the Building. All roof drainage shall be collected in rain gutters with downspouts designed to discharge at least ten feet (10') away from foundation walls or beyond backfill limits, whichever is greater. Irrigation sprinklers shall be installed at a distance of and have a spray radius at least four feet (4') from foundation walls. Overwatering of landscaping shall be avoided. The Architectural Review Committee shall review and approve any and all foundation subdrains related to construction of any Improvements.

4.14. Activities. No noxious or offensive activity shall be carried on any Parcel, nor shall anything be done thereon which may be or become any annoyance or nuisance to other Owners. No clothes drying or storage of any unsightly articles are permitted on any Parcel unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or at the front and side of Parcels unless they are in running condition, properly licensed, are being regularly used, and are moved every twenty-four (24) hours. Outside RV storage is not permitted unless a RV is located on the side or rear of the detached single-family dwelling constructed on a Lot and concealed from view from the street. All roof mounted heating and cooling equipment shall be located to the backside of the roof out of view from the street. All antennas are to be placed in the attic out of view. Satellite dishes and similar appurtenances shall be hidden from view from the street.

5. Maintenance.

5.1. Maintenance by Declarant. Prior to the conveyance of the first Parcel to an unaffiliated third-party, Declarant shall be solely responsible for maintaining the General Common Area. At such time as Declarant conveys the first Parcel to an unaffiliated, third-party, maintenance of the General Common Area shall be by the Association.

5.2. Maintenance by Association. Declarant and/or the Association shall maintain the General Common Area in a first-class condition consistent with similar developments in the City, and shall make assessments related thereto as a Common Expense except where maintenance has been specifically made the responsibility of an individual Owner. If an Owner defaults on its responsibilities of maintenance, Declarant or the Association shall assume such responsibilities and shall assess the cost thereof against the Parcel of such Owner and such assessment shall be collectible as if it were an assessment for Common

Expenses, all as provided for in Idaho Code § 55-115. The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one Parcel and the cost thereof may be, in the discretion of the Association, either assessed against each Parcel on which such costs were incurred or assessed against all Parcels as a Common Expense according to the circumstances.

5.3. Maintenance by Owners. Except as otherwise provided for herein, or as otherwise agreed to by Declarant and/or the Association, each Owner shall continuously maintain all Improvements located on its Parcel, as well as any Landscaping located in any public right of way adjacent to its Parcel, in a well-kept appearance of a first-class development in the City. Each Owner shall keep its Parcel and the Landscaping located in any public right of way adjacent to its Parcel free from rubbish, debris, fire hazards or any unsanitary, unsightly or offensive condition and to conduct such weed abatement, rubbish and debris removal and other maintenance to the extent required by applicable federal, state, and/or local laws, rules, regulations and ordinances. Each Owner shall be responsible for the exterior and interior maintenance of any and all Buildings and any and all Improvements, including, without limitation, sidewalks, parking lots, lighting, Landscaping and driveways, located on said Owner's Parcel except as otherwise set forth in this Declaration. Each Owner, for himself/herself/itself and its successors, assigns, transferee, heirs, devisees, and personal representatives thereof, covenants and agrees to not take any action, or fail to take any action, that would compromise or negatively affect the integrity, condition or appearance of the General Common Area, the Limited Common Area, or the Project as a whole.

5.4. Maintenance of Limited Common Area. Notwithstanding anything herein to the contrary, the Owner of each Parcel shall be solely responsible to maintain the Limited Common Area located on such Owner's Parcel consistent with the standards otherwise set forth herein; provided, however, if an Owner fails to maintain the Limited Common Area, Declarant or the Association may perform such responsibilities and assess the cost thereof against such Owner. Declarant and the Association shall have a temporary license to enter upon each Parcel, including the Limited Common Area, to exercise the foregoing rights.

5.5. Payment of Common Expenses. Declarant or the Association shall assess each Owner for its pro rata share for all Common Expenses incurred by Declarant or the Association in performing the maintenance set forth in this Article 5. Each Owner shall remit payment to Declarant or the Association within the time required by the Board of Directors. If any Owner fails to pay its pro rata share of Common Expenses as set forth herein, Declarant and the Association shall have (i) the right to charge such Owner interest at the Default Rate, (ii) a lien on the Parcel of the defaulting Owner for such unpaid amounts plus interest at the Default Rate and other amounts as more fully set forth herein, and (iii) any and all other rights and remedies provided at law or in equity for the collection of debts.

5.6. Alterations or Improvements by the Association. Whenever in the judgment of Declarant or the Board of Directors the General Common Area shall require additions, alterations or improvements, Declarant or the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a common charge.

6. Shared Maintenance and Party Walls.

6.1 General Maintenance of Shared Improvements and Party Walls. Each Unit Owner shall maintain and repair the surface and non-structural elements of (i) any Improvements that are shared with an adjoining Unit but included as such Owner's Unit (i.e. roof and exterior finishes of any Unit) and (ii) any party wall that separates any two (2) adjoining Units facing such Owner's Unit.

6.2 Shared Repair and Maintenance. The costs to maintain and repair the structural

elements of any party wall that separates any two (2) adjoining Units shall be equally shared by the adjoining Unit Owners. The costs to maintain, repair and replace any shared driveway Improvements that benefit more than one Unit shall be equally shared by all Unit Owners whose Unit benefits from such driveway Improvements. The obligations set forth above in the preceding sentence includes the removal of any snow and ice from any shared driveway Improvements in a timely manner. In addition, if any exterior elements of a Unit (including, but not limited to, exterior walls, finishes, roofs, rain gutters and downspouts, overhangs, etc.) require maintenance, repair or replacement of such exterior elements on an adjoining Unit, the adjoining Unit Owners will work together in good faith and agree on each Owner's proportionate share of the costs and expenses to complete such maintenance, repair or replacement.

In the event an Owner owns two adjacent Units separated by a party wall, the Owner may alter the party wall to create an aperture between the two commonly owned Units, subject to Declarant and/or Association approval and the following conditions: (i) the alteration cannot impair the structural integrity or mechanical systems of the Units; (ii) the alteration cannot reduce the support of any portion of the Common Areas; (iii) the alteration cannot violate any ordinances or codes of the Governmental Authority; (iv) the Owner shall submit an opinion by a licensed civil engineer as to the foregoing; and (v) the Owner shall pay a fee to Declarant or the Association to cover the costs and expenses to process and review the application. If the Units are ever sold or become under separate ownership, the aperture shall be removed and the party wall restored consistent with the original construction.

6.3 Damage and Destruction. If any Improvements that are shared between adjoining Units or a party wall are destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any adjoining Unit Owner may repair and restore the shared Improvement or party wall. If any adjoining Unit Owner thereafter makes use of the shared Improvement or party wall, such Unit Owner shall contribute its proportionate share toward the cost of repair and restoration. Notwithstanding the above, the Owner who repaired and restored the party wall may require a larger contribution from any Owner under any rule of law regarding liability for negligent or willful acts or omissions. In the event any damage or destruction is covered by insurance, the party receiving any insurance proceeds hereby waives right of recovery and of subrogation against the other adjoining Unit Owner(s).

6.4 Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

7. Membership and Voting Rights.

7.1. Creation of Association. Prior to the conveyance of the first Parcel to an unaffiliated, third-party, Declarant shall incorporate the Association as a required by the Idaho Nonprofit Corporation Act, Title 30, Chapter 30, Code of Idaho, as may be amended from time to time, by filing the Articles and adopting the Bylaws. Prior to its formation, Declarant shall operate the Project in place and stead of the Association with all powers and authority of the same as provided for under applicable law. Prior to the formation of the Association, any reference in this Declaration to Association shall mean and refer to Declarant.

7.2. Association. At such time as Declarant conveys the first Parcel to an unaffiliated, third-party, and upon formation of the Association as provided for in Section 7.1, Declarant shall turn over the operation and management of the Project to the Association, which operation and management shall be in accordance with this Declaration, the Articles and the Bylaws. Whenever a vote or other action of Owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the

control and supervision of the Association. The action of the Association shall constitute the action of the Owners.

7.3. Compliance. All Owners, Occupants, tenants, invitees, families, guests and other persons using or occupying the Project shall be bound by and strictly comply with the provisions of the Bylaws of the Association and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other persons. A failure to comply with the Bylaws or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner, as applicable, or for injunctive relief or for any other relief authorized by law or in the Association's corporate documents, without waiving any other remedy.

7.4. Powers of Association. Each Owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it on behalf of the Owners, including but not limited to the making of assessments chargeable to Owners and the creation and enforcement of a lien on Parcels thereof as provided for under Idaho law, including, without limitation, Idaho Code §§ 45-810 and 55-115, and to acquire a Parcel at foreclosure sale and to hold, lease, mortgage or convey the same. The Association shall also have the authority to impose fines against Owners or tenants for failure to comply with any provision in the Articles, Bylaws, or any rules and regulations adopted by the Board, which fine shall be a lien upon said Parcel or Parcels. Any assessment or other charge made by the Association against an Owner or Parcel shall accrue interest at the Default Rate, or such other lawful rate, if not paid when due. Liability for payment of Common Expenses, assessments, or other charges shall be joint and several, and any remedy for the collection of the forgoing may be enforced against any Owner of the Parcel or the Parcel itself. Any relief obtained by the Association shall include reimbursement by said Owner for the Association's cost and expenses, including reasonable attorney's fees. The Association shall be entitled to the appointment of a receiver to collect any income or rentals which may be produced by any Parcel against which the Association's initiates foreclosure proceedings.

7.5. Membership, Voting Rights. Upon formation of the Association, the members of the Association shall consist of all of the record Owners of Parcels. Change of membership in the Association shall be established by recording in the public records of the County Recorder, a deed or other instrument establishing a record title to a Parcel and the membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to one (1) vote for each Parcel owned in the Project.

7.6. Restraint Upon Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to an Owner's Parcel.

7.7. Board of Directors. The affairs of the Association shall be conducted by the Board of Directors consisting of not less than three (3) and no more than five (5) Directors who shall be designated in the manner provided in the Bylaws.

7.8. Discharge of Liability. All Owners shall promptly discharge any lien which may hereafter be filed against its Parcel.

7.9. Limitation on Association's Liability. The Association shall not be liable for any injury or damage to property caused by or on the General Common Areas or by another Owner or person in the Project or by any other means unless caused by the gross negligence of the Association. No diminution or abatement of Common Expenses shall be claimed or allowed for inconvenience or discomfort

arising from the making of repairs or improvements of the General Common Areas or from any action taken to comply with any law, ordinance or orders of a governmental authority.

7.10. Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which it may be a party, or in which it may become involved, by reason of it being or having been a Director or officer of the Association, or any settlement thereof, whether or not it is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of its duties provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.11. Agent to Receive Service of Process. The Association's agent, in the State of Idaho, designated as the agent to receive service of process upon the Association, shall be as set forth in the Association's Articles of Incorporation.

8. Rights, Duties and Obligations.

8.1. Indemnification. To the fullest extent permitted by applicable law, each Owner and their successors and assigns hereby agree to indemnify, defend and hold the other Owners, including the Association, harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of such Owner and their agents, servants, employees, contractors, and/or invitees on the Project; and (ii) the use of any other Parcel by such Owner and their agents, servants, employees, contractors or invitees. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Declaration.

8.2. Insurance. Each Owner shall obtain and maintain a policy of general commercial liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Project, including without limitation the General Common Area. The Association shall procure and maintain a comprehensive general liability and property damage insurance policy on the General Common Area and the Improvements thereon, the cost of which shall be a Common Expense, with minimum coverage of at least \$1,000,000.

8.3. Enforcement.

8.3.1. Non-Monetary Default. In compliance with the provisions of Idaho Code §§ 45-810 and 55-115, if any default or breach of this Declaration of any non-monetary obligation ("**Non-Monetary Default**") by any Owner is not remedied within thirty (30) days after notice thereof from another Owner, Declarant or the Association, the non-defaulting Owner, Declarant, or the Association, may reasonably enforce this Declaration (including, without limitation, any and all easements, covenants, conditions, restrictions, terms, provisions, rights and/or duties now or hereafter imposed in any of the foregoing) through any of the following methods: (i) bring a suit at law or in equity to enjoin any violation or to recover monetary damages or both, or (ii) perform the necessary action specified in the notice. If any Owner, Declarant or the Association opts to enforce this Declaration via self-help as set forth above in subsection (ii), the defaulting Owner shall reimburse the performing Owner, Declarant or the Association for all costs and expenses incurred in performing the necessary action within sixty (60) days of receiving written notice thereof.

provided, however, so long as Declarant owns any Parcel within the Project, Declarant may amend this Declaration without the consent of any other Owner. Additionally, so long as Declarant owns any Parcel within the Project, Declarant may unilaterally, without the consent of any other Owner, amend Exhibit D of this Declaration to incorporate additional Plats for future Phases of the Project.

9.3. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and shall be enforceable by Declarant, the Association, each Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the twelve (12) month period preceding the renewal of this Declaration, agreeing to change said Covenants, Conditions and Restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.4. No Merger. The Easements, covenants and restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that any of the Parcels may be owned by the same persons from time to time. It is the express intent of Declarant to create a common scheme for the development and operation of the Project which will not be terminated by the doctrine of merger or otherwise unless this Declaration is terminated in accordance with the provisions hereof.

9.5. Assignment of Declarant's Rights and Remedies. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation, association or other entity which assumes such assigned duties of Declarant hereunder, including the Association. In the event that Declarant attempts to assign less than all of the rights, powers and reservations of Declarant set forth herein, then any such assignment must specify which rights, powers and reservations are being assigned and the only party that shall be permitted to exercise a right reserved or granted unto Declarant shall be the party to whom such right has been assigned. To be effective, such assignment must be in writing, must be recorded in the office of the County Recorder, and must specifically refer to the rights, powers and reservations of Declarant hereunder which are being assigned. Upon acceptance of such assignment by any such person or entity (such acceptance may be shown, among other ways, by execution of such assignment by such assignee, or by such assignee recording the assignment in the office of the County Recorder) and recording of such assignment in the office of the County Recorder, said assignee shall, to the extent of such assignment, assume, and be deemed to have assumed, Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment and recording, and to the extent thereof, the party making such assignment shall be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment. Anything contained elsewhere herein to the contrary notwithstanding, the mere conveyance or transfer of ownership of the Property by Declarant to any person or party, whether by deed or other instrument of conveyance, shall in no way convey any right, power or reservation of Declarant hereunder. A successor to Declarant by reason of any merger or consolidation of the then Declarant shall automatically be deemed to have assumed Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

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

9.7. No Third-Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant and the Owners. Unless otherwise set forth herein with specificity which shall include the name of the party which shall be intended to be benefitted by a specific provision of this Declaration, no other party shall be construed to be an intended third party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant or an Owner shall, therefore, have the right to enforce any provision hereof, unless such right shall be specifically set forth herein.

9.8. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

9.9. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

9.10. Invalidity of Provision. If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

9.11. Exhibits. All exhibits to this Declaration are incorporated herein by this reference.

9.12. Governing Law. This Declaration and the exhibits attached hereto shall be governed by and construed under the laws of the State of Idaho.

[Signature and Acknowledgment Follow]

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

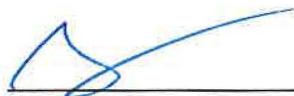
DECLARANT:

HERITAGE LAND HOLDINGS, LLC,
a Utah limited liability company

By: 
Name: L. Boyd Cook
Its: Chief Financial Officer

STATE OF UTAH)
) ss:
COUNTY OF Box Elder)

This instrument was acknowledged before me on the 28th day of DECEMBER, 2021, by L. Boyd Cook, Chief Financial Officer of HERITAGE LAND HOLDINGS, LLC, a Utah limited liability company.


Notary Public

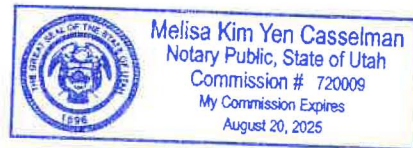


EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****PARCEL 1 (RP03018.00)**

A parcel of land located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the East quarter corner of said Section 29, from which the Northeast corner of Section 29 bears North 00° 25' 17" East 2656.18 feet;
Thence South 89° 04' 52" West 1557.45 feet along the boundary of Legacy Ranch Subdivision, the final plat for which is recorded as Instrument # 235804 in the official records of Franklin County;
Thence North 00° 50' 36" East 1483.61 feet along the boundary of said Legacy Ranch Subdivision, and its extension, to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";
Thence South 88° 40' 20" East 680.50 feet along the South line of the parcel of land owned by Larry D. Kingsford and Marlene M. Kingsford Revocable Trust, which parcel is described in Instrument # 248773 in the official records of Franklin County to a 5/8" rebar with cap set at the Southeast corner thereof;
Thence South 00° 52' 08" West 437.43 feet to a 5/8" rebar with cap;
Thence South 89° 07' 32" East 869.13 feet to a found 5/8" rebar with cap set on the East line of said Section 29;
Thence South 00° 25' 17" West 992.08 feet along the said East line to the Point of Beginning.

Subject to the right of way of others along South 200 East Street.

EXCEPTING THEREFROM:

A parcel of land located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the East quarter corner of said Section 29, from which the Northeast corner of Section 29 bears North 00° 25' 17" East 2656.18 feet;
Thence South 89° 04' 52" West 780.00 feet along the boundary of Legacy Ranch Subdivision, the final plat for which is recorded as Instrument # 235804 in the official records of Franklin County;
Thence North 01° 14' 47" West 386.65 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";
Thence North 89° 04' 52" East 791.26 feet to a found 5/8" rebar with cap set on the East line of said Section 29, said point being the Northwest corner of the parcel of land owned by Chance M. Randall and Rachel Randall, which parcel is described in Instrument # 267287 in the official records of Franklin County;
Thence South 00° 25' 17" West 386.75 feet along the said East line of Section 29, which line is the West line of said Randall parcel, to the Point of Beginning. (Randall)

PARCEL 2 (RP03882.00)

A parcel of land located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the East quarter corner of said Section 29, from which the Northeast corner of Section 29 bears North 00° 25' 17" East 2656.18 feet;
Thence North 00° 25' 17" East 992.08 feet along the East line of said Section 29 to a found 5/8" rebar with cap;

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Thence North 89° 07' 32" West 614.37 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173", the True Point of Beginning;

Thence North 89° 07' 32" West 254.76 feet (Westerly 15 rods 11 links by record) to a 5/8" rebar with cap;

Thence North 00° 52' 08" East 437.43 feet to a 5/8" rebar with cap set at the Southeast corner of the parcel of land owned by Larry D. Kingsford and Marlene M. Kingsford Revocable Trust, which parcel is described in Instrument # 248773 in the official records of Franklin County;

Thence North 02° 09' 40" East 316.20 feet along the East line of said Kingsford Revocable Trust parcel to a 5/8" rebar with cap;

Thence South 89° 18' 03" East 246.18 feet (East 14 rods 23 links by record) along the South line of Block 2 of the Franklin Townsite, and its extension, to a 5/8" rebar with cap;

Thence South 00° 45' 31" West 754.31 feet along the West line of the parcel of land owned by Bob A. Hobbs and Irma V. Hobbs, which parcel is described in Instrument # 205596 in the official records of Franklin County, to the True Point of Beginning.

PARCEL 3 (RP03882.00)

Lot 1, Block 2 as per the Original Plat of the Village of Franklin described more particularly as:

Beginning at the Northeast corner of Section 29, Township 16 South, Range 40 East, Boise Meridian, and running thence South 741.43 feet along the section line; thence West 113.05 feet to the true point of beginning; and running thence North 89° 27' 13" West 326.18 feet; thence South 01° 16' 21" West 167.48 feet; thence South 89° 35' 34" East 327.89 feet; thence North 00° 41' 26" East 166.67 feet to the point of beginning.

PARCEL 4 (RP03884.00)

Portion of the NE1/4 of Section 29, Township 16 South, Range 40 East, Boise Meridian, described as:

Beginning at the Northeast corner of Section 29, Township 16 South, Range 40 East, Boise Meridian, and running thence South 908.09 feet along the section line; thence West 115.06 feet to the true point of beginning; and running thence North 89° 35' 34" West 525.01 feet; thence South 01° 46' 36" East 760.01 feet; thence East 583.50 feet; thence North 09° 58' 06" West 167.53 feet; thence North 16° 50' 42" West 173.23 feet; thence North 330.00 feet; thence North 01° 43' 26" West 95.15 feet to the point of beginning.

EXCEPT:

Section 29, Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho, described as follows:

Commencing at the NE corner of said Section 29, as filed for record at Instrument No. 196506 in said Franklin County records; thence South 00° 16' 40" West along the East line of said Section 29 a distance of 991.25 feet; thence North 89° 43' 20" West a distance of 112.93 feet to a point on the Westerly right-of-way line of First East Street, a public road, also begin the POINT OF BEGINNING, thence South 00° 40' 00" West along said Westerly right-of-way line a distance of 100.00 feet; thence North 89° 20' 00" West a distance of 276.00 feet; thence North 00° 40' 00" East a distance of 100.00 feet; thence South 89° 20' 00" East a distance of 276.00 feet to the POINT OF BEGINNING.

EXCEPT:

SECTION 29, TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, FRANKLIN CITY, FRANKLIN COUNTY IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TRACT B

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, AS FILED FOR RECORD AT INSTRUMENT NO. 196506 IN SAID FRANKLIN COUNTY RECORDS; THENCE SOUTH 00° 16' 40" WEST ALONG THE EAST LINE OF SAID SECTION 29 A DISTANCE OF 991.25 FEET; THENCE NORTH 89° 43' 20" WEST A DISTANCE OF 112.93 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SECOND EAST STREET, A PUBLIC ROAD, ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 20' 00" WEST A DISTANCE OF 140.50 FEET; THENCE NORTH 00° 40' 00" EAST A DISTANCE OF 90.00 FEET;

THENCE SOUTH 89° 20' 00" EAST A DISTANCE OF 137.88 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SECOND EAST STREET, AS DESCRIBED AT SAID INSTRUMENT NO. 202984 FOR THE FOLLOWING TWO COURSES:

1.) SOUTH 00° 58' 06" EAST A DISTANCE OF 6.67 FEET;

2.) SOUTH 01° 26' 46" EAST A DISTANCE OF 72.09 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF SECOND EAST STREET SOUTH 00° 40' 00" WEST A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING. (3884.00)

EXCEPT:

A PARCEL OF LAND BEING A PORTION OF THAT LARGER PARCEL OF LAND PREVIOUSLY DESCRIBED AT INSTRUMENT NUMBER 202984 IN THE OFFICE OF THE FRANKLIN COUNTY CLERK AND RECORDER, LYING ENTIRELY WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, CITY OF FRANKLIN, FRANKLIN COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, AS FILED FOR RECORD AT INSTRUMENT NUMBER 196506 IN SAID FRANKLIN COUNTY RECORDS; THENCE SOUTH 17° 50' 08" WEST A DISTANCE OF 199.87 FEET TO THE CENTERLINE INTERSECTION OF 2ND EAST AND 2ND SOUTH STREETS; THENCE SOUTH 05° 44' 46" WEST A DISTANCE OF 553.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 58' 06" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF SECOND EAST STREET, A PUBLIC ROAD, AS DESCRIBED AT SAID INSTRUMENT NUMBER 202984 A DISTANCE OF 110.00 FEET ; THENCE NORTH 89° 20' 00" WEST A DISTANCE OF 114.00 FEET; THENCE NORTH 00° 40' 00" EAST A DISTANCE OF 110.32 FEET; THENCE SOUTH 89° 10' 33" EAST ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED AT INSTRUMENT NUMBER 202984 A DISTANCE OF 114.58 FEET TO THE POINT OF BEGINNING; CONTAINING 0.289 ACRE, AND GRANTING AN EASEMENT 1.50 FEET IN WIDTH TO THE CITY OF FRANKLIN FOR A FUTURE RIGHT OF WAY FOR THIRD SOUTH STREET, SAID EASEMENT LYING PARALLEL AND ADJACENT TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL.

EXCEPTING THEREFROM:

A parcel of land being partially composed of a portion of Lot 1 of Block 2 of the Franklin Townsite which parcel is located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the Northeast corner of said Section 29, from which the East quarter corner of Section 29 bears South 00° 25' 17" West 2656.18 feet;

Thence South 00° 25' 17" West 852.01 feet along the East line of said Section 29;

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Thence North 89° 18' 01" West 112.70 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173", set on the West right of way line of 200 East Street, the True Point of Beginning;

Thence South 00° 59' 57" West 49.99 feet along the said East right of way line to a 5/8" rebar with cap set at the Northeast corner of the parcel of land owned by Joyce M. Bayles, which parcel is described in Instrument # 234950 in the official records of Franklin County;

Thence North 89° 18' 01" West 137.88 feet (North 89° 20' 00" West 137.88 feet by record) along the North line of the said Bayles parcel to a found 5/8" rebar with cap set at the Northwest corner thereof;

Thence South 00° 41' 59" West 90.00 feet (South 00° 40' 00" West 90.00 feet by record) along the West line of the said Bayles parcel to a 5/8" rebar with cap set at the Southwest corner thereof;

Thence North 89° 18' 01" West 185.37 feet (North 89° 20' 00" West by record) along the North line, and its extension, of the parcel of land owned by Michael Oliverson and Rachelle M. Oliverson, which parcel is described in Instrument # 212191 in the official records of Franklin County, to a 5/8" rebar with cap;

Thence North 00° 13' 19" East 250.92 feet along the extension of the West line of said Lot 1, and the West line of Lot 1, to a found 5/8" rebar with cap set at the Northwest corner thereof;

Thence South 89° 08' 22" East 211.60 feet along the North line of said Lot 1 to a found 5/8" rebar with cap set at the Northwest corner of the parcel of land owned by The Ezra Frandsen Family Trust, which parcel is described in Instrument # 259392 in the official records of Franklin County;

Thence South 00° 41' 59" West 110.32 feet (South 00° 40' 00" West 110.32 feet by record) along the West line of the said Frandsen Family Trust parcel to a found 5/8" rebar with cap set at the Southwest corner thereof;

Thence South 89° 18' 01" East 114.00 feet (South 89° 20' 00" East 114.00 feet by record) along the South line of the said Frandsen Family Trust parcel to the True Point of Beginning.

EXHIBIT B**ARTICLES OF INCORPORATION
OF
LEGACY VILLAGE OWNER'S ASSOCIATION, INC.**

TO THE SECRETARY OF STATE OF THE STATE OF IDAHO:

In compliance with the requirements of the Idaho Nonprofit Corporation Act, Title 30, Chapter 30, Code of Idaho, as amended, the undersigned acting as incorporator of a nonprofit corporation hereby adopts the following Articles of Incorporation.

Article 1**Name and Principal Office**

The corporation shall be known as **Legacy Village Owner's Association, Inc.** and its principal offices shall be located in Franklin, Franklin County, Idaho.

Article 2**Corporate Existence**

The corporate existence of this corporation shall begin upon the date these Articles are filed with the Idaho Secretary of State, and the period of its duration is perpetual.

Article 3**Purposes and Powers**

A. The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of that certain residential subdivision project commonly known as "Legacy Village" (the "**Subdivision**") to be located on certain portions of real estate situated in Franklin, Franklin County, Idaho.

The corporation shall have all powers and purposes granted or implied to a nonprofit corporation under the Idaho Nonprofit Corporation Act, Title 30, Chapter 30, Code of Idaho, and all of such powers shall likewise constitute lawful purposes of the Association.

B. The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation shall make no distribution of income to its members, directors or officers, although members, directors, or officers may be reimbursed for expenses incurred while conducting the affairs of the corporation. No dividends shall be paid to members at any time.

C. In maintaining property, the corporation may join with the management of any other Association(s) maintaining similar properties in securing or providing services or facilities common in whole or in part to both or all, and in discharging the expense thereof.

Article 4
Registered Agent

The name of the corporation's initial registered agent is All Day \$49 Idaho Registered Agent LLC, an Idaho limited liability company, whose address is 784 South Clearwater Loop, Ste. F, Post Falls, ID 83854.

Article 5
Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Jay Stocking	470 N. 2450 W. Tremonton, UT 84337
Aaron Robertson	470 N. 2450 W. Tremonton, UT 84337
Marshae Stokes	470 N. 2450 W. Tremonton, UT 84337

The initial Board of Directors shall be subject to removal only by Heritage Land Holdings, LLC acting by and through its Manager until their term expires as provided in the Bylaws, but thereafter a Director may be removed from office at a special meeting of the members of the corporation in such manner as may be provided by the Bylaws.

Article 6
Bylaws

The initial Bylaws of the corporation shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend, or repeal the same or adopt new Bylaws is reserved to the members of the corporation.

Article 7
Members and Voting

Persons or entities owning Parcels in the Subdivision shall be the members of the corporation, all of which and the rights and obligations thereof shall be governed by the provisions of the Bylaws. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the Bylaws.

Article 8
Execution of Written Instruments

All instruments executed by the Association shall be deemed sufficient if executed as provided by specific resolution of the Board of Directors as certified by the president, vice president or secretary of the Association.

Exhibit B

Article 9
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidated, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Article 10
Exemption of Members from Personal Liability

The private property of all members of the Association shall be wholly exempt from liability for any and all debts, obligations and liabilities of the Association.

Article 11
Amendment

Amendment of these Articles shall require the assent of two-thirds (2/3rds) of the entire membership.

Article 12
Incorporator

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
L. Boyd Cook	470 N. 2450 W. Tremonton, UT 84337

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, being the sole incorporator of this Association, has executed these Articles of Incorporation this 25th day of December, 2021.



L. Boyd Cook, Incorporator

EXHIBIT C
BYLAWS
OF
LEGACY VILLAGE OWNER'S ASSOCIATION, INC.

These are the Bylaws of Legacy Village Owner's Association, Inc. (hereinafter referred to as "**Association**"), a corporation organized pursuant to the Idaho Nonprofit Corporation Act, Title 30, Chapter 30, Code of Idaho, as amended (the "**Act**"), for the purpose of administering Legacy Village, a residential subdivision project (the "**Subdivision**") located on certain portions of the real property located in Franklin, Franklin County, Idaho. Any capitalized term used but not otherwise defined herein shall have the meaning given to such term in the declaration executed for the purpose of governing said Subdivision (the "**Declaration**").

I. MEMBERS AND VOTING RIGHTS.

1. Only the Owners of each Parcel shall constitute the Members of the Association and membership shall automatically cease upon termination of all interests of such Owner in the Subdivision. Declarant shall be and have the rights of Members with respect to unsold Parcels.

2. An Owner of record shall be recognized as a Member in the Association without further action for so long as it holds an ownership interest in a Parcel. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association (failure to provide such evidence shall not, however, relieve an Owner of its ownership obligations). A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the Owner which it represents.

3. If more than one person is the Owner of the same Parcel, all such Owners shall be Members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the Owners of that Parcel shall be cast by the person named for that purpose on a certificate signed by all such Owners or fiduciaries or other officials and filed with the Secretary of the Association and such person shall be deemed to hold an ownership interest to such Parcel for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Secretary, such membership shall not be in good standing and the votes for that Parcel shall not be considered in considering a quorum or a vote or for any other purposes until this bylaw is complied with.

4. The Owner of each Parcel shall be entitled to one vote on all matters to be determined by the Members of the Association either as Owners or as Parcels or as contemplated by the Act, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the Subdivision. Votes of a single Parcel may not be divided. Declarant shall be entitled to one vote for each Parcel it owns.

II. MEMBERS' MEETINGS.

1. The organizational meeting of the Members of the Association to elect successors of the initial Board of Directors shall be held on the earlier of five (5) years after Declarant conveys the first Parcel

in the Subdivision to an unaffiliated, third-party purchaser, or after Declarant has turned over control of the Subdivision to the Association.

2. A special meeting shall be held whenever called by the President or, in his or her absence or disability, by the Vice-President, or by any one Member of the Board of Directors.

3. The Secretary or his or her designate shall give written notice to each Member of the annual meeting or a special meeting called pursuant to Section II.2 hereof. Whoever requests the special meeting shall give like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

4. The Secretary shall fix the record date for membership votes prior to any membership meeting. The record date for determining the Members entitled to notice of a meeting is the close of business on the day preceding the mailing of the notice of that meeting. The record date for determining the Members entitled to vote at a meeting is the date of the meeting.

5. After fixing a record date for notice of a meeting, the Secretary shall prepare an alphabetical list of the names of its Members who are entitled to notice of the meeting. The list shall show the address of each Member and the number of votes each Member is entitled to cast at the meeting. The Secretary shall also prepare on a current basis through the time of the membership meeting a list of Members, if any, who are entitled to vote at the meeting but were not entitled to notice of the meeting at the time notice was given.

6. Notice of a Members' meeting shall be given by mailing or delivering the same not less than ten (10), but not more than thirty (30) days, prior to the date of the meeting. Notice shall be deemed to be given if mailed by first class mail to the Member at the address of his or her Parcel within the Subdivision, unless at the time of giving such notice such Member has given written direction delivered to the Secretary specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same Parcel or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when in accordance with this paragraph to the person named in the certificate filed with the Secretary in accordance with Section I.3. Notice of any meeting may be waived in writing by the person entitled thereto.

7. A quorum at a Members' meeting shall consist of two-thirds (2/3) of the Owners of all of the Parcels. The acts carried or approved by a majority vote of all Owners of the Parcels represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles, the Declaration or other agreement to which the Association is a party. The President, or, in his or her absence or disability the Vice-President, shall preside at each Members' meeting; if neither the President nor the Vice-President is able to preside, a chairman shall be elected by the Members present at such meeting.

8. At a membership meeting, a person holding a member's proxy to vote shall be permitted to cast such Member's vote on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a Member or other person entitled to cast votes, and shall set forth the Parcel with respect to which such rights are pertinent, and the period in which the proxy is to be in force and effect. Decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

9. At all meetings, the order of business shall consist of the following:

- (a) Election of Chairman, if required.
- (b) Calling of roll and certification of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers, if applicable.
- (f) Reports of committees, if applicable.
- (g) Election of Directors, if applicable.
- (h) Unfinished business.
- (i) New Business.
- (j) Adjournment.

Robert's Rules of Order shall govern unless the Chairperson prefers to utilize another method to facilitate the meeting.

III. BOARD OF DIRECTORS.

1. The affairs of the Association shall be managed by an initial Board of three (3) Directors. The initial Board shall consist of such persons as the Declarant may appoint pursuant to the Declaration and need not be Members of the Association. The initial Board shall serve until the first annual Members' meeting. From and after the first annual meeting of members, the Board of Directors shall be selected from the members of the Association. An officer or designated agent of a partnership or corporate member shall qualify to serve as a Director.

2. At the first annual Members' meeting and at each meeting thereafter three (3) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until their successors are duly elected and qualified or until removal in the manner as elsewhere provided.

3. Each Director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each Director shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.

4. Except as provided in Section III.5, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of the remaining Directors regardless of whether those remaining constitute a quorum.

5. The initial Directors shall be subject to removal only by the Declarant. Thereafter, a Director may be removed by concurrence of three-fourths (3/4) of the Members at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall, be filled by the persons entitled to vote at the same meeting.

6. The initial Directors as well as any other Directors appointed by the Declarant shall serve without compensation. Directors elected by the Members shall receive such compensation and expenses as may be approved by the persons entitled to vote at any annual or special meeting.

7. An organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary.

8. By a majority vote, the Directors may set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meetings of the Directors may be called by the President, Vice-President, or any Director, provided not less than two (2) days' notice shall be given, personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

9. A quorum at a Directors' meeting shall consist of two of the three Directors. The acts approved by a majority vote of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.

10. The presiding officer of a Director's meeting shall be the President, or in his or her absence, the Vice-President.

11. The Board of Directors, by resolution approved by all Members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

12. Board of Director's meetings must be open to all Owners except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney-client privilege. Notice of each Board of Director's meeting must be mailed or delivered to each Owner at least seven (7) days before the meeting. Minutes of meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. The official records of the Board of Directors must be open to inspection and available for photocopying at reasonable times and places. Any action taken by the Board of Directors at a meeting that is in violation of any of the provisions of this subsection is not valid or enforceable. Notwithstanding the above, the Board of Directors may conduct a meeting in an emergency situation subject to the ratification of any Board action at a subsequent meeting held in compliance with this Section.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles, and the Subdivision Documents. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration and, in addition to those elsewhere provided, shall include but not be limited to the following:

1. The collection of Assessments against Members for all Common Expenses;
2. Use of the proceeds of Assessments in the exercise of its powers and duties;
3. The maintenance, repair, replacement, and operation of the Project including all Common Elements, and the making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor;
4. The reconstruction, repair, restoration, or rebuilding of the Project and of any Buildings as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the Project and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and resolutions of the members;

5. The enforcement by legal means of the provisions of the Act, the Articles, the Bylaws, the Declaration, and any rules and regulations for the use of the Property adopted from time to time; and to take legal action in the name of the Association and on behalf of the Members;
6. To contract for management of the Subdivision and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or resolutions of the Members to have approval of the Board of Directors or the membership of the Association;
7. To employ, designate, and discharge personnel to perform services required for proper operation of the Subdivision;
8. To carry insurance on the Property and insurance for the protection of Owners, occupants, and the Association;
9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Subdivision and not billed directly to the Owners of the individual Parcels;
10. To conduct all votes or determinations of the Members other than at a membership meeting;
11. To borrow money from banks, lending institutions or agencies for the use and benefit of the Association and to secure loans by pledge of the assets of the Association, and from time to time renew such loans and give additional security; and
12. To do such other acts as are necessary and proper to effect the purpose of the Subdivision as stated in the Declaration and these Bylaws, provided such acts are not otherwise prohibited.

V. OFFICERS.

1. The officers of the Association shall be the President who shall be a Director, a Vice-President who shall be a Director, a Treasurer, who need not be either a Director or a member, and a Secretary, who need not be either a Director or member. All such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds (2/3) of the Directors at any meeting. The initial officers and their successors shall be chosen by the initial Board of Directors and shall serve until the organizational meeting of the Members. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.
2. The President shall be the chief executive officer of the Association. He or she shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the Members to assist in the conduct of the affairs of the Association and the Subdivision.
3. The Vice-President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the directors.

4. The Secretary shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association.

5. The Treasurer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.

6. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for management of the Subdivision.

7. Any instrument affecting an interest in real property may be executed by the President or Vice-President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT.

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for income tax purposes) which shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

(a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year;

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually; and

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against each Parcel, and the Owners thereof shall be liable for, a share of the items in the budget adopted pursuant to Section VI.1 equal to such Parcel's pro rata share of Common Expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared, and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective Owner or Owners in twelve (12) equal installments, each installment being due and payable the first day of each calendar month, within such fiscal year. In the event notice of such assessment is not timely given, the amount of such assessment will not change but the due date for each installment which would otherwise be due and payable less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due after thirty (30) days from the date such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special Directors' meeting upon an affirmative majority vote of the Directors. The additional amount so budgeted shall be assessed to each Parcel in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year. Notwithstanding the above, Declarant shall not pay any assessments for

Parcels it owns until such time as an occupancy permit is received for that Parcel, it being the intention that the Declarant shall not pay assessments for any Parcel until construction upon the Parcel is completed.

3. Assessments for Common Expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for Common Expenses and maintenance funds shall be made only after notice of the need thereof to the Owners. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes in the Subdivision, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditure for repair or replacement of any Parcel or Common Elements cannot be paid from annual assessments but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. The Board of Directors may assess against any Parcel, and the Owner thereof shall be liable for, any judgment obtained against the Owner by the Association, including the Association's reasonable attorney's fees. Such assessment shall be due and payable from the Owner in twelve (12) equal installments, each installment being due and payable the first day of each calendar month. Notice of said assessment shall be given to the Owner by the Association at least thirty (30) days prior to the due date of the first installment.

5. The Board of Directors may assess against any Parcel, and the Owner thereof shall be liable for, any fine levied by the Board of Directors for a violation of any rules and regulations for the use of the Property adopted from time to time.

6. If an Owner shall be in default of an installment payment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such Owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such Owner either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph but unpaid on such due date at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

7. The holder of a mortgage on any Parcel, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these Bylaws, the Declaration or other Subdivision, which is not cured within thirty (30) days.

8. All sums assessed but unpaid, including but not limited to, interest, with respect to a Parcel or against an Owner shall constitute a lien on such Parcel prior to all other liens except:

- (a) Tax liens on the unit in favor of any assessing Parcel and special district; and
- (b) All sums unpaid on the first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided under applicable law, in which event the Owner shall be required to pay a reasonable rental for the Parcel. In the event the Association forecloses on any lien, the Owner or Owners of such Parcel, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he, she or they may have against the Association by reason of any homestead exemption provided for under law.

The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

9. If a mortgagee or purchaser of a Parcel obtains title as a result of foreclosure of a first mortgage, neither such mortgagee nor purchaser nor their successors or assigns, shall be liable for the assessments chargeable to such Parcel due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be Common Expenses collectible from all Owners including the mortgagee or purchaser, and their successors and assigns. The Owner of a Parcel pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior Owner for all unpaid assessments against the grantor or prior Owner, but without prejudice to the rights of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

10. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

11. An audit of the accounts of the Association may be made annually by a certified public accountant and if such audit is made a copy of the report shall be furnished to each member not later than sixty (60) days after the close of the fiscal year for which the report is made.

VII. AMENDMENT.

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the Members at a regular or special meeting of the Members upon the affirmative vote of sixty-seven percent (67%) of all votes entitled to be cast.


2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession of the requisite percentage of membership and voting interests; provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Section II.3 and shall be given to the persons described in Section II.4, and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided by the Act, no modification or amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording, said amendment shall be effective against all persons having an interest in a Parcel or the Subdivision regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS.

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

2. The Association shall not have or employ a corporate seal.
3. The Board of Directors may require fidelity bonds from all Directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be common expense of the Association.
4. The Association shall promulgate such rules and regulations as it deems to be in the best interest of all Owners within the Subdivision. The initial Board of Directors shall adopt the initial rules and regulations which may be added to, amended, modified or subsequently altered by the Board of Directors. Such rules and regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the rules and regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.
5. The Association shall at all times maintain separate and accurate written records of each Parcel and Owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that Parcel and Owner. Any person other than an Owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.
6. Each Member shall have the obligations as such member as are imposed on him or her by the Subdivision Documents as an Owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the Subdivision property except as the same may attach only against his or her interest therein.
7. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and in no manner shall be transferable or negotiable, and the share of the Member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as appurtenant to such assignment, hypothecation or transfer of the Parcel.
8. Each Owner or lessee of his or her Parcel, as applicable, shall have a right to use and enjoy the Common Elements provided that such use shall be limited to the uses permitted by the Declaration and the Subdivision Documents.
9. The Association, through its Board of Directors and officers, shall make available to all members during ordinary business hours copies of the Declaration and an exhibits thereto, including the Articles, Bylaw, minutes of special or annual meetings of the Association, and copies of periodic financial statements of the Association.
10. If any Owner shall violate or attempt to violate any of the provisions of the Declaration, Bylaws or rules and regulations, it shall be lawful for the Association or any other Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provisions and either prevent said person or persons from so doing or to recover damages or other remedies for such violation. The prevailing party in such action may be allowed to recover costs, expenses and reasonable attorney's fees from the other party. If the proceedings are prosecuted by the Association, any judgment recovered against the Owner, including reasonable attorney's fees, may be assessed against the Owner's Parcel, as provided in Section VI.4 herein and may be foreclosed as provided in Section VI.7 herein.

By: 
Name: L. Boyd Cook
Title: CEO

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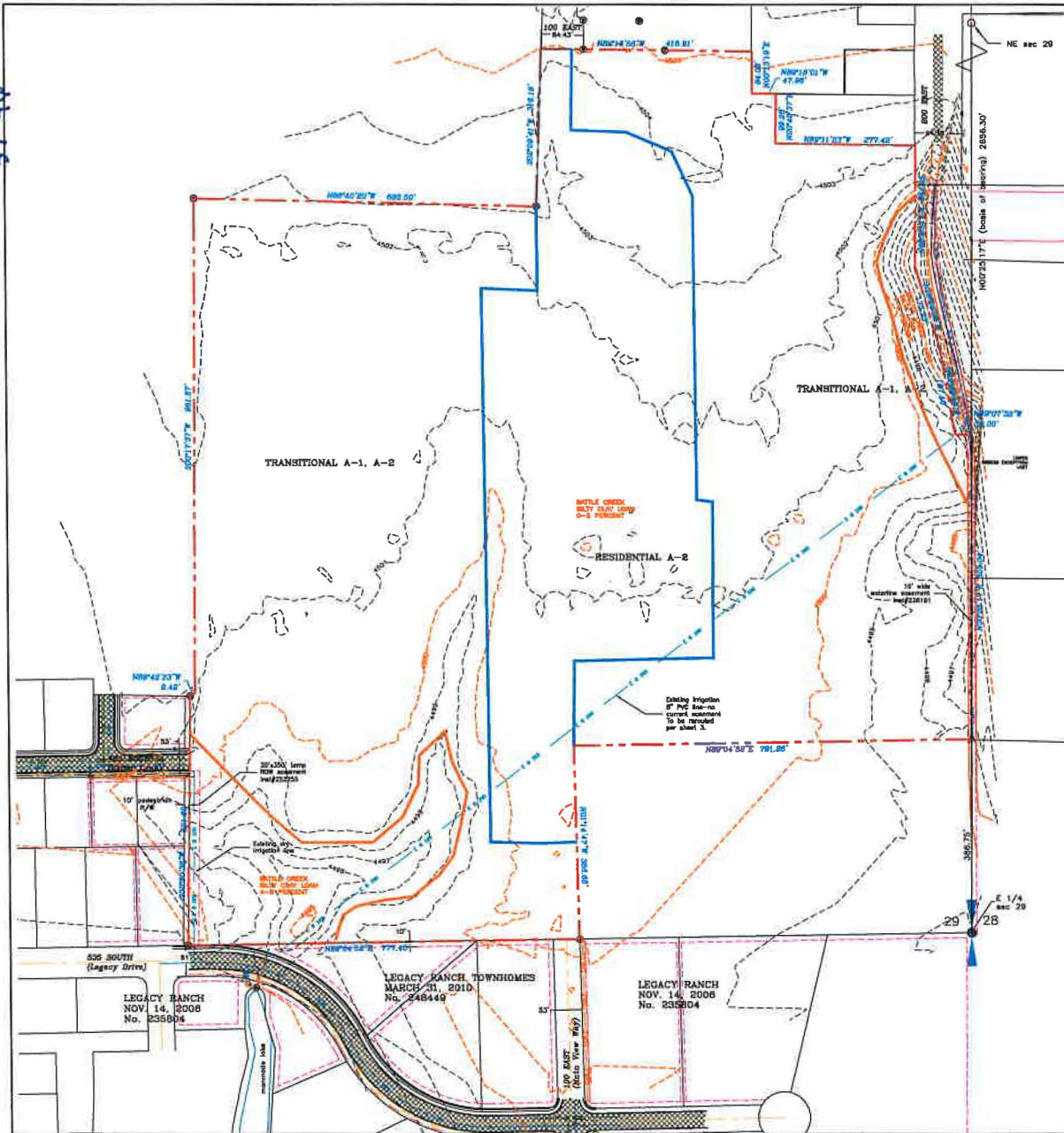
EXHIBIT D

MASTER SITE PLAN

See attached.



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37-46

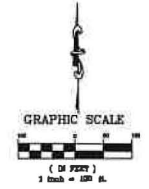


LEGACY VILLAGE
LOCATED IN:
NE 1/4 of SECTION 29, TOWNSHIP 15 SOUTH,
RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN
COUNTY, IDAHO

PRELIMINARY PLAT
EXISTING CONDITIONS

NOTES:
OWNER: J7 LLC
247 S 950 EDEOLO, IDAHO 83323
DEVELOPER: HERITAGE LAND DEVELOPMENT
470 N 2450 W TRESHAMTON, UTAH 84337
(435) 257-4963

VERTICAL DATUM: NAVD83



LINE LEGEND

	PROPERTY BOUNDARY
	EXISTING DRAINAGE
	EXISTING FENCE
	EXISTING MATCH LINE
	EXISTING SEWER LINE
	EXISTING FERTIGATION LINE
	EXISTING POWER
	EXISTING CABLE/PHONE
	EXISTING GAS
	EXISTING CONTOUR MARK (1')
	EXISTING CONTOUR MARK (5')
	EXISTING ASPHALT
	EXISTING SOIL TYPE FOR NRCS

BOTTLE CREEK SILTY CLAY
LOW 4-8 PERCENT



VICINITY MAP



JOB NO.	DATE	SCALE	DRAWING	DATE	SCALE
	8-27-2021				

LEGACY VILLAGE
LOCATED IN:
NE 1/4 of SECTION 29, TOWNSHIP 15 SOUTH, RANGE 40
EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO

PRELIMINARY PLAT
EXISTING CONDITIONS

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN UTAH 84321
(435) 798-5121

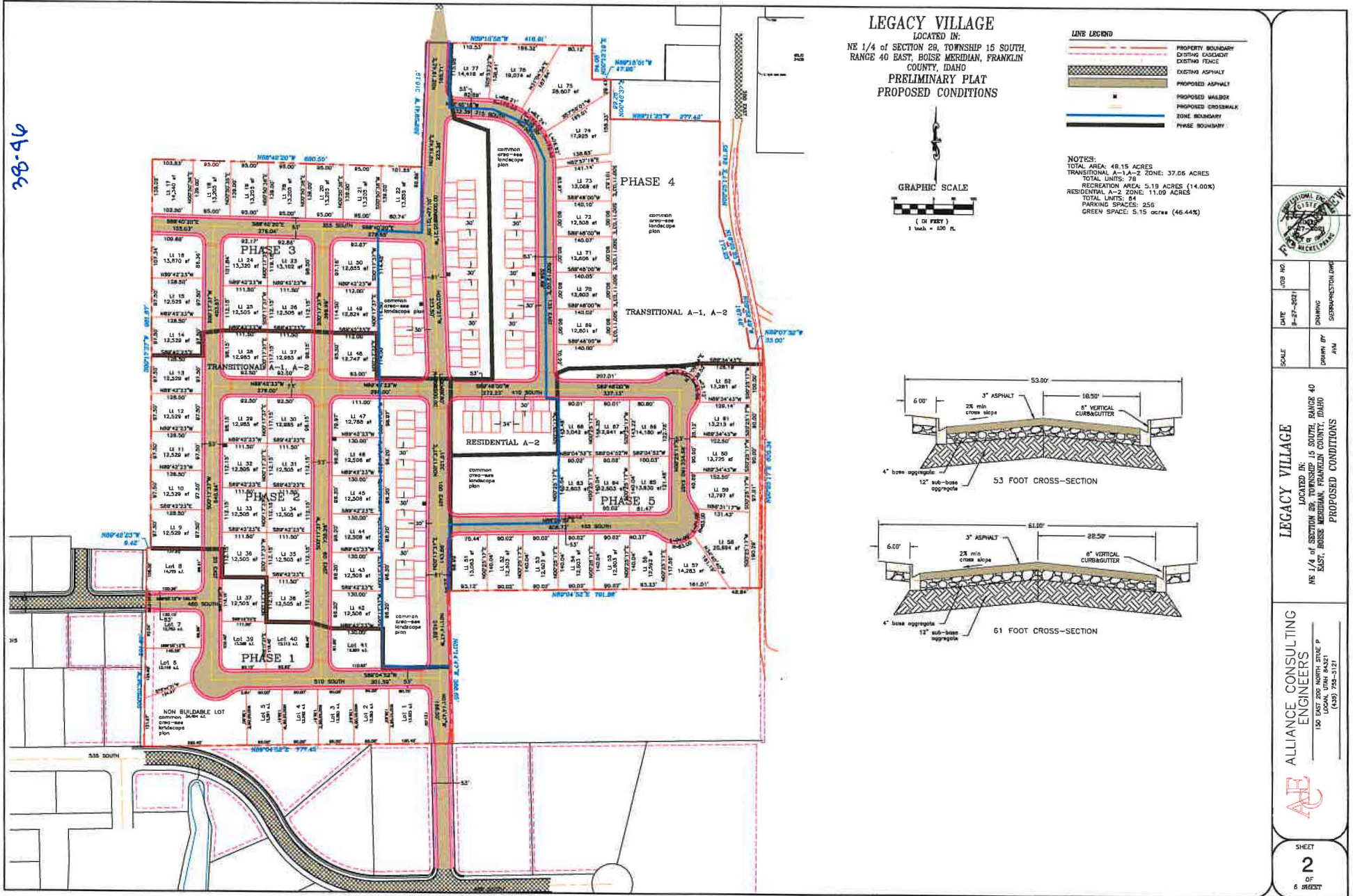


SHEET
1
OF
5 SHEETS

Handwritten signature or mark.

289825

38-96



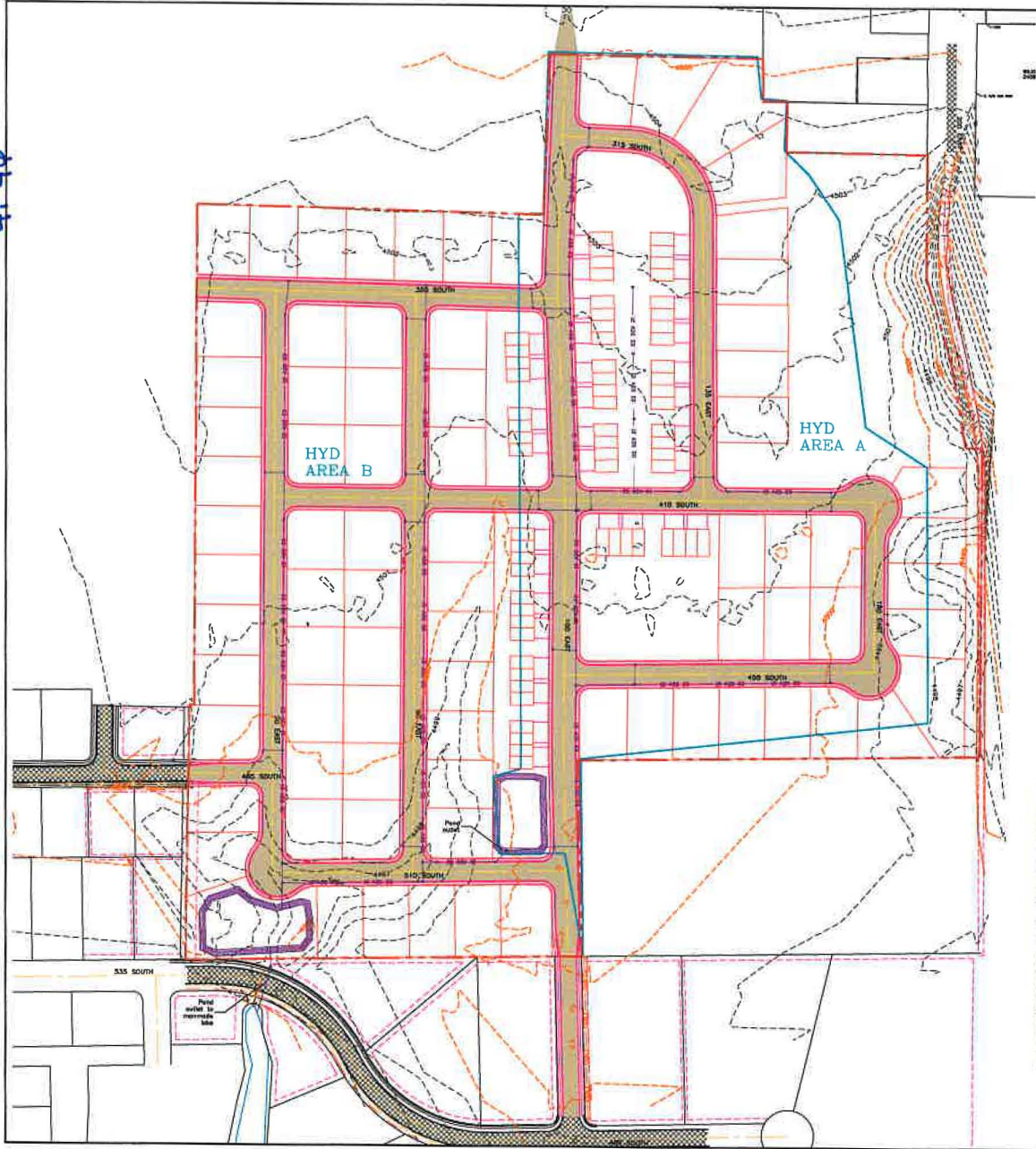
DATE	12-31-2024	DRAWING	SUBMITTAL DWG
SCALE	AS SHOWN	DRAWN BY	AW
JOB NO.	38-96		

LEGACY VILLAGE
 LOCATED IN:
 NE 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 40
 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO
PROPOSED CONDITIONS

ALLIANCE CONSULTING ENGINEERS
 150 EAST 200 NORTH, SUITE P
 LOGAN, UT 84301
 (435) 735-3121

AW

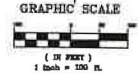
289825
41-44



LEGACY VILLAGE
LOCATED IN:
NE 1/4 of SECTION 29, TOWNSHIP 15 SOUTH,
RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN
COUNTY, IDAHO
**PRELIMINARY PLAT
PROPOSED STORM**

LINE LEGEND

---	PROPERTY BOUNDARY
---	EXISTING FACILITY
---	EXISTING FENCE
---	PROPOSED STORM LINE
---	EXISTING POWER
---	EXISTING CABLE/PHONE
---	EXISTING GAS
---	EXISTING CONTOUR MNR (1')
---	EXISTING CONTOUR MNR (5')
---	EXISTING ASPHALT
---	PROPOSED ASPHALT
---	HYDROLOGY BOUNDARY



STORM WATER WILL BE DETAINED IN TWO SEPARATE PONDS AND RELEASED INTO THE LAKE LOCATED IN LEGACY RANCH. PRELIMINARY CALCULATIONS HAVE BEEN PROVIDED BELOW.

NOTES:
POST DEVELOPMENT CALCULATION
IMPERVIOUS: 58 287,432 SF
PERVIOUS: 80 581,176 SF
COMBINED CN: 88.97

NOTES:
POST DEVELOPMENT CALCULATION
IMPERVIOUS: 68 331,976 SF
PERVIOUS: 80 818,739 SF
COMBINED CN: 86.28

Basin Calculations

Description	Area (sq ft)	Area (sq ft)	Area (sq ft)	Area (sq ft)
Pre Development	11,774	22	108,274	
Post Development	11,774	22	108,274	
Initial Abstraction	0.00 inches			
For pre dev	0.00 inches			
For post dev	0.00 inches			
Wetland Storage	1.00 inches			
For pre dev	1.00 inches			
For post dev	1.00 inches			
Precipitation (10 Y)	48 hour storm	1.00 inches		
Precipitation (24 Y)	48 hour storm	1.00 inches		
Precipitation (50 Y)	48 hour storm	1.00 inches		
Street Runoff (10 Y)	48 hour storm	1.17 total runoff depth		
For pre dev (10 Y)	48 hour storm	1.00 total runoff depth		
Street Runoff (24 Y)	48 hour storm	1.00 total runoff depth		
For pre dev (24 Y)	48 hour storm	1.00 total runoff depth		
Street Runoff (50 Y)	48 hour storm	1.11 total runoff depth		
For pre dev (50 Y)	48 hour storm	1.00 total runoff depth		
Street Runoff (100 Y)	48 hour storm	1.17 total runoff depth		
For pre dev (100 Y)	48 hour storm	1.00 total runoff depth		
Final Development				
100 Year Street Runoff	3.12 acre-ft	2328,2314 ft ³		
25 Year Street Runoff	2.76 acre-ft	2078,8890 ft ³		
10 Year Street Runoff	2.08 acre-ft	15584,271 ft ³		
Pre Development				
100 Year Street Runoff	1.78 acre-ft	1788,1790 ft ³		
25 Year Street Runoff	2.28 acre-ft	18709,2253 ft ³		
10 Year Street Runoff	1.58 acre-ft	1488,2914 ft ³		
25 Year Street Runoff	1.67 acre-ft	1671,1824 ft ³		
10 Year Street Runoff	1.67 acre-ft	1671,1824 ft ³		
Required Detention	0.8 inches	4394.4 ft ³		
Required Detention Reduction	0.8 inches	4394.4 ft ³		

Basin Calculations

Description	Area (sq ft)	Area (sq ft)	Area (sq ft)	Area (sq ft)
Pre Development	11,774	22	108,274	
Post Development	11,774	22	108,274	
Initial Abstraction	0.00 inches			
For pre dev	0.00 inches			
For post dev	0.00 inches			
Wetland Storage	1.00 inches			
For pre dev	1.00 inches			
For post dev	1.00 inches			
Precipitation (10 Y)	48 hour storm	1.00 inches		
Precipitation (24 Y)	48 hour storm	1.00 inches		
Precipitation (50 Y)	48 hour storm	1.00 inches		
Street Runoff (10 Y)	48 hour storm	1.17 total runoff depth		
For pre dev (10 Y)	48 hour storm	1.00 total runoff depth		
Street Runoff (24 Y)	48 hour storm	1.00 total runoff depth		
For pre dev (24 Y)	48 hour storm	1.00 total runoff depth		
Street Runoff (50 Y)	48 hour storm	1.11 total runoff depth		
For pre dev (50 Y)	48 hour storm	1.00 total runoff depth		
Street Runoff (100 Y)	48 hour storm	1.17 total runoff depth		
For pre dev (100 Y)	48 hour storm	1.00 total runoff depth		
Final Development				
100 Year Street Runoff	2.88 acre-ft	2512,0222 ft ³		
25 Year Street Runoff	2.88 acre-ft	2512,0222 ft ³		
10 Year Street Runoff	2.19 acre-ft	19246,581 ft ³		
Pre Development				
100 Year Street Runoff	1.70 acre-ft	1507,2274 ft ³		
25 Year Street Runoff	2.19 acre-ft	19246,581 ft ³		
10 Year Street Runoff	1.58 acre-ft	14018,1222 ft ³		
Required Detention				
100 Year Street Runoff	0.88 acre-ft	7672,2974 ft ³		
25 Year Street Runoff	0.88 acre-ft	7672,2974 ft ³		
10 Year Street Runoff	0.88 acre-ft	7672,2974 ft ³		
Required Detention Reduction	0.8 inches	4394.4 ft ³		



APP NO. 10000
DATE 9-27-2021
DRAWING
SUBMITTAL/STUDIOS

LEGACY VILLAGE
LOCATED IN:
NE 1/4 of SECTION 29, TOWNSHIP 15 SOUTH,
RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO
PROPOSED STORM

ALLIANCE CONSULTING ENGINEERS
130 EAST 200 NORTH STAGE P
LOAN, UTAH 84021
(435) 732-3121

289825

42-46

EXHIBIT E

PLAT FOR PHASE 1

See attached.



NORTH

LEGACY VILLAGE, DIVISION NO. 1

LOCATED IN:
NORTHEAST QUARTER OF SECTION 29,
TOWNSHIP 15 SOUTH, RANGE 40 EAST, BOISE MERIDIAN,
FRANKLIN COUNTY, IDAHO
FINAL PLAT

LEGEND

- BOUNDARY LINE
- - - 10' PUBLIC UTILITY EASEMENT
- ⊕ SECTION CORNER
- ⊙ 1/4 SECTION CORNER
- SET 1"x24" REBAR W/ PLASTIC CAP MARKED L5 10784
- FOUND REBAR AS NOTED

BOUNDARY DESCRIPTION

Part of the Northeast Quarter of Section 29, Township 16 South, Range 40 East of the Boise Meridian, Franklin City, Franklin County, Idaho described as follows:

Commencing at the Northeast Corner of Section 29, Township 16 South, Range 40 East of the Boise Meridian monumented with an Aluminum Cap, thence S 00°25'17" W 2656.30 feet along the east line of the Northeast Quarter of said Section 19 to the East Quarter Corner of Section 29 monumented with an Aluminum Cap; thence S 89°05'08" W 780.00 feet along the boundary of Legacy Ranch Subdivision recorded in the Franklin County Recorder's Office under Entry No. 235804 on November 14, 2006 to the POINT OF BEGINNING and running thence S 89°05'08" W 777.45 feet continuing along said boundary; thence N 00°50'36" E 501.57 feet continuing along said boundary and its extension thereof; thence S 89°42'23" E 190.92 feet; thence S 00°17'37" W 70.52 feet; thence S 89°42'23" E 111.50 feet; thence S 00°17'37" W 112.15 feet; thence S 89°42'23" E 111.50 feet; thence S 74°11'18" E 55.01 feet; thence S 89°42'23" E 130.00 feet; thence S 00°17'37" W 98.50 feet; thence S 89°04'52" E 170.39 feet; thence S 01°14'47" E 192.94 feet to the point of beginning, containing 5.111 acres, more or less.

SURVEYOR'S CERTIFICATE

I, BRIAN G. LYON, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MONUMENTATION SHOWN CONFORMS WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED ARE THE LAWFUL OWNERS OF THE TRACT OF LAND INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, STREETS, AND EASEMENTS TO BE HEREAFTER KNOWN AS LEGACY VILLAGE, DIVISION NO. 1.

BE IT FURTHER KNOWN THAT WE DO HEREBY DEDICATE TO THE PUBLIC, ALL STREETS, RIGHTS-OF-WAY AND LOT 6, BLOCK 1 SHOWN HEREON, THAT WE ALSO GRANT AND CONVEY TO THE PUBLIC ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON AND THAT WE HEREBY WARRANT AND SHALL DEFEND THE ESTATE SUBJECT TO SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC AGAINST SAID OWNERS AND THEIR HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF. WE ALSO CERTIFY THAT THE LOTS WITHIN THIS SUBDIVISION WILL BE SERVED BY THE CITY OF PRESTON AND SAID MUNICIPALITY HAS AGREED IN WRITING TO SERVE SAID LOTS WITH CULINARY WATER AND SANITARY SEWER. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2021.

HERITAGE LAND DEVELOPMENT, LLC.

JAY STOCKING, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF FRANKLIN

ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAY STOCKING KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF HERITAGE LAND DEVELOPMENT, LLC., SUBSCRIBED TO THE ATTACHED OWNER'S CERTIFICATE, AND ACKNOWLEDGED TO ME HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO

COMMISSION EXPIRATION DATE:
RESIDING IN FRANKLIN COUNTY, IDAHO

REVIEWING LAND SURVEYOR CERTIFICATE

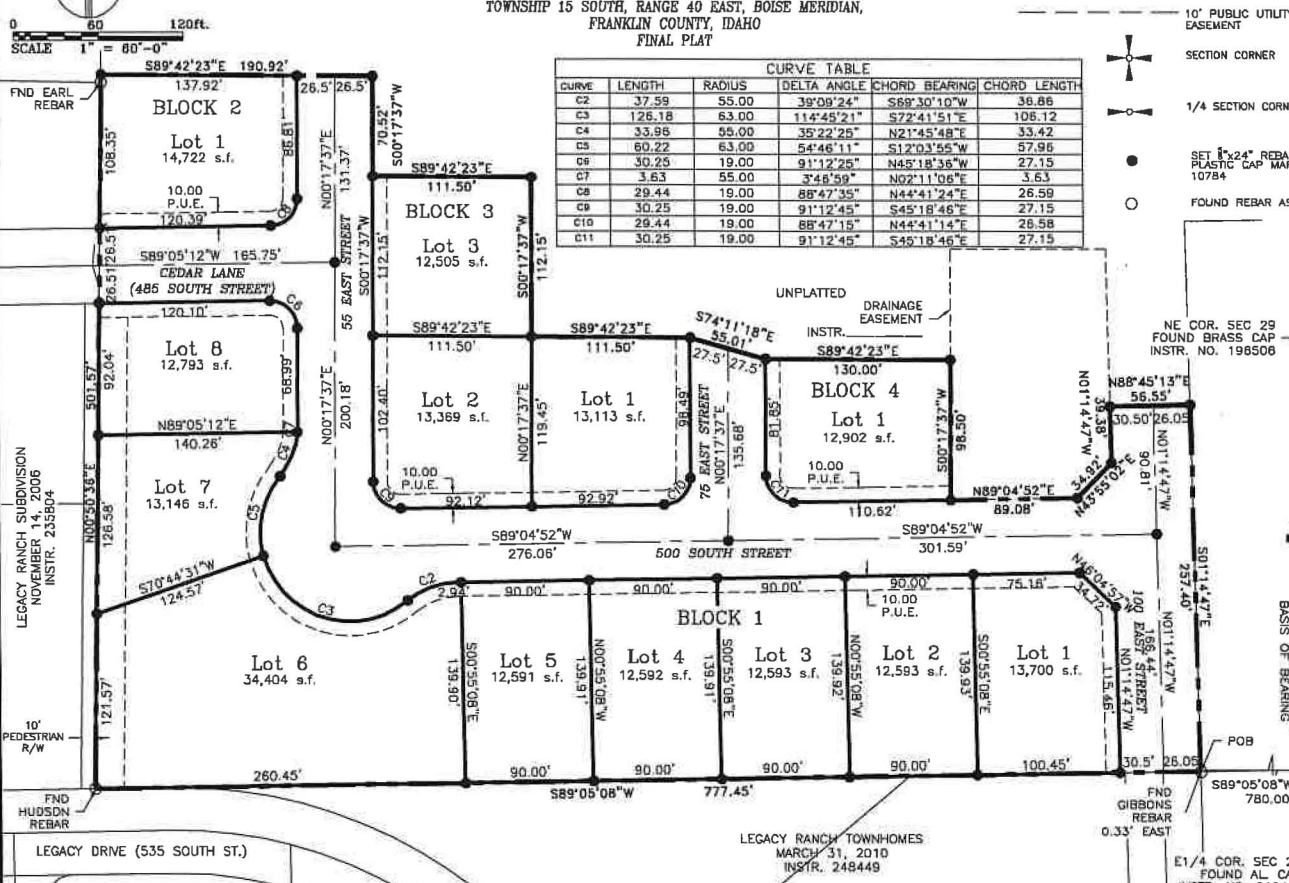
REVIEWED AND FOUND TO BE IN COMPLIANCE WITH IDAHO CODE TITLE 50, CHAPTER 13.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, HOMESTEADS AT COUNTRY HAVEN, AMENDED, P.U.D., FRANKLIN COUNTY, IDAHO WAS FILED FOR RECORDING IN THE OFFICE OF THE RECORDER OF FRANKLIN COUNTY, IDAHO THIS _____ DAY OF _____, 2021 AT _____ M AND RECORDED UNDER INSTRUMENT NUMBER _____

FRANKLIN COUNTY RECORDER

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	37.59	55.00	39°08'24"	S89°30'10"W	36.88
C3	126.18	63.00	114°45'21"	S72°41'51"E	106.12
C4	33.96	55.00	35°22'29"	N21°45'48"E	33.42
C5	60.22	63.00	54°46'11"	S12°03'55"W	57.96
C6	30.25	19.00	91°12'25"	N45°18'36"W	27.15
C7	3.63	55.00	3°48'59"	N02°11'06"E	3.63
C8	29.44	19.00	88°47'35"	N44°41'24"E	26.59
C9	30.25	19.00	91°12'45"	S45°18'46"E	27.15
C10	29.44	19.00	88°47'15"	N44°41'14"E	26.58
C11	30.25	19.00	91°12'45"	S45°18'46"E	27.15



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IRRIGATION CERTIFICATE
IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(A), IT IS HEREBY STATED THAT THE WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS WITHIN THIS SUBDIVISION HAVE BEEN TRANSFERRED FROM SAID LANDS.

SANITARY RESTRICTION
DATE _____ HEALTH DISTRICT SIGNATURE _____
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT THE FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50 - 1 3 2 6, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

FRANKLIN CITY ENGINEER
CERTIFIED THIS _____ DAY OF _____, 2021, THAT THIS PLAT IS IN CONFORMANCE WITH ALL APPLICABLE CITY ORDINANCES AND STANDARDS, AND IS HEREBY APPROVED.
FRANKLIN CITY ENGINEER _____

FRANKLIN CITY COUNCIL
ON THIS _____ DAY OF _____, 2021, THIS PLAT OF _____ WAS ACCEPTED AND APPROVED BY THE FRANKLIN CITY COUNCIL AND DOES HEREBY APPROVE AND ACCEPT THE HEREON DEDICATED PUBLIC STREETS.
FRANKLIN CITY MAYOR _____

COUNTY TREASURER'S CERTIFICATION
I, THE UNDERSIGNED COUNTY TREASURER FOR FRANKLIN COUNTY, IDAHO, ON THIS _____ DAY OF _____, 2021, DO HEREBY CERTIFY THAT ALL PROPERTY TAXES FOR THE PROPERTY INCLUDED ON THIS PLAT HAVE BEEN PAID IN FULL.
FRANKLIN COUNTY TREASURER _____

FRANKLIN CITY CLERK
CERTIFIED THIS _____ DAY OF _____, 2021 THAT THIS PLAT IS IN CONFORMANCE WITH ALL APPLICABLE CITY PROCEDURES AND APPLICABLE BONDING REQUIREMENTS HAVE BEEN MET
FRANKLIN CITY CLERK _____

ROCKY MOUNTAIN POWER NOTE
"UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THE PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE."

SURVEYOR NOTES/NARRATIVE
1. THE PURPOSE OF THIS SURVEY WAS TO DIVIDE THE SUBJECT PROPERTY INTO RESIDENTIAL LOTS
2. THE SURVEY WAS REQUESTED BY MARSHAE STOKES, THE PARCEL IS SHOWN ON RECORD OF SURVEY #280084 FOR KEN HOBBS
3. THE BASIS OF BEARING IS S00°25'17" E BETWEEN THE NORTHEAST CORNER AND EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN.
4. LOT 6, BLOCK 1 IS NON-BUILDABLE AND WILL SERVE AS A RETENTION POND AND IS DEDICATED TO THE CITY.

LEGACY VILLAGE, DIVISION NO. 1
NORTHEAST QUARTER OF SECTION 29,
TOWNSHIP 15 SOUTH, RANGE 40 EAST, BOISE MERIDIAN,
FRANKLIN COUNTY, IDAHO
FINAL PLAT

DATE	SCALE	JOB NO.	REVISION
10/11/21	1"=60'	P-2021	
		DRAWING BY	Legacy/Reg/Eng-1
		DRAWN BY	BJ

PROJECT: LEGACY VILLAGE, DIVISION NO. 1
ENGINEER: ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOAN, UTAH 84021
(435) 799-5121

SHEET 1 OF 1 SUBS

289825

44-46

EXHIBIT F

LANDSCAPING PLANS

See attached.



289825 45-44



SITE PLAN



ENLARGED PLAN

LEGEND

-  SHADE TREE
 -  ORNAMENTAL TREE
 -  WATERWISE LAWN
 -  WOODLAND BUFFER
 -  XERIC PLANTINGS
 -  PLAYGROUND
 -  DIRT
 -  PERIMETER TRAIL (6'-8') (MULTI USE)
 -  CONNECTOR TRAIL (4'-6')
 -  CHILD'S PUMP TRACK
 -  ADULT INTERMEDIATE PUMP TRACK
 -  ADULT ADVANCED PUMP TRACK
 -  PARKING
 -  GRAVEL BUMP OUTS
- 0' 75' 200' 

289825
46-46



ASPHALT PUMP TRACK

- Asphalt**
- Can 120-150 square feet measured from plate boundary includes site-specific design, and construction including 18" dry and asphalt.
 - Can be used for pre-level construction. Can qualify to be in 110 grade (compaction) allows for greater program value from higher on surface above the higher grade.
 - 18" to 20" maintenance depending on site materials (sand, gravel, fine gravel, etc.)
 - High initial cost
 - more visually appealing
 - More to design and build, all at once
 - require a specialist company to install (subcontractor)



DIRT PUMP TRACK

- DIRT**
- Cheaper to design and build (need to get more exact costs)
 - Greater variety of possibilities to install
 - Can be added once ready or build in sections
 - can require maintenance or repair often
 - Moderate speeds
 - Can be used for local "fun" competitions



XERIC PLANTING AREAS



WOODLAND/BUFFER MIX



FLOWERING TREES



SHADE TREES



**FRANKLIN COUNTY
CAMILLE LARSEN, RECORDER
PRESTON, IDAHO**

R E C E I P T

RECEIVED ON: 01/10/2022 **FOR:** RESTRICTIVE COVENANTS

RECEIPT #: 51624

RECEIVED FROM: HERITAGE LAND DEVELOPMENT

RECEIVED BY: RECORD

CHECK #:

PAYMENT DETAIL		
CHECK	\$	145.00
TOTAL PAID	\$	145.00

D O C U M E N T I N F O R M A T I O N

INSTRUMENT #: 000289825

TYPE: RESTRICTIVE COVENANTS

RECORDED DATE/TIME: 01/10/2022 10:06 am

DESCRIPTION: LEGACY VILLAGE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS