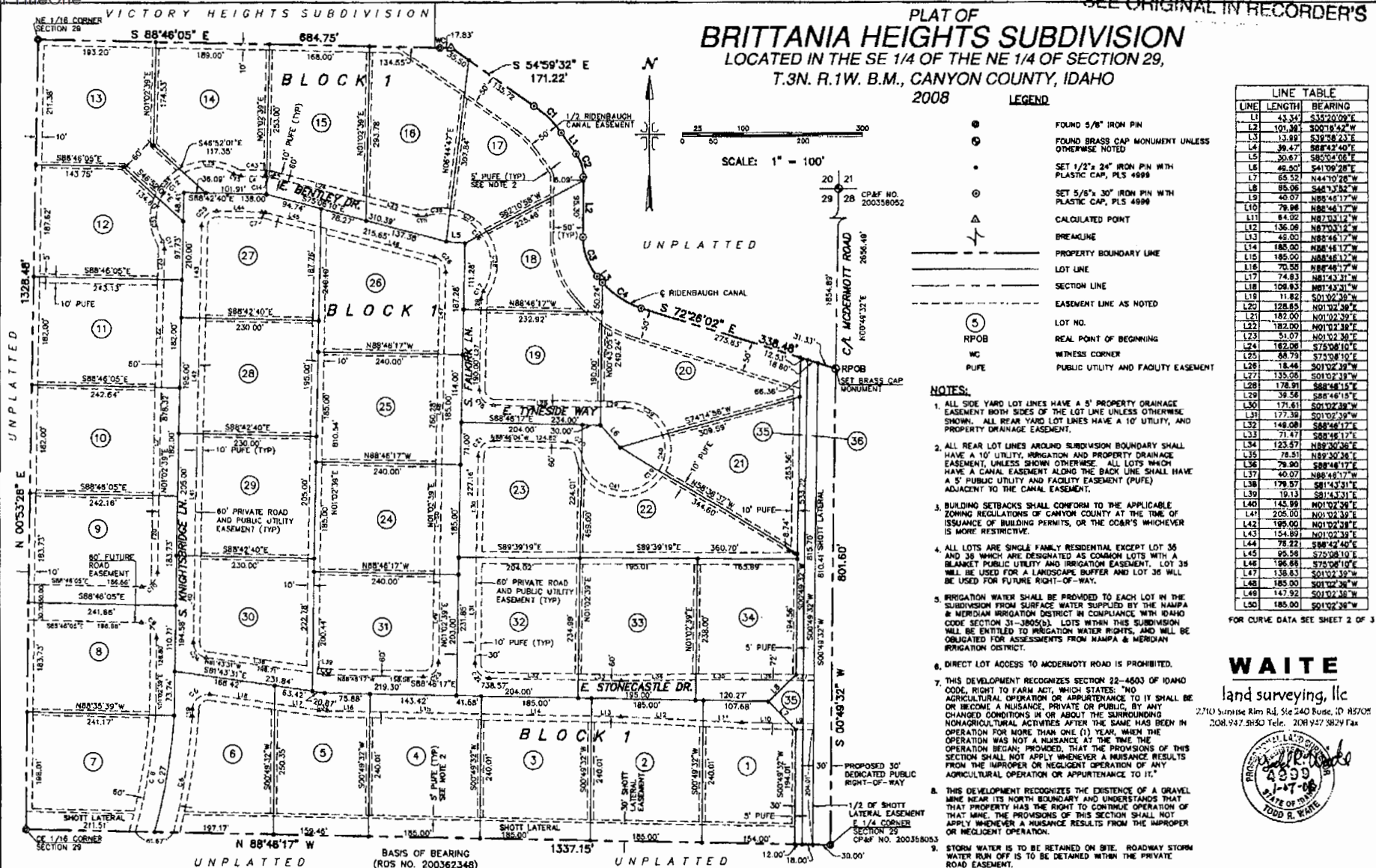




This document provided courtesy of TitleOne

INSTRUMENT NO. 2008013331

NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S



APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED FOR LOTS 1-34, BLOCK 1. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL. SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50 CHAPTER 13 ARE IN FORCE FOR LOTS 35-36, BLOCK 1. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTIONS REQUIREMENTS ARE SATISFIED.

Adrian S. [Signature]
DISTRICT HEALTH DEPARTMENT, REHS

DATE: 1/4/08

APPROVAL OF NAMPA HIGHWAY DISTRICT NO. 1

NAMPA HIGHWAY DISTRICT NO. 1 DOES HEREBY ACCEPT THE PLAT, AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF I.C. 50-1312. PRIVATE STREETS DEPICTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO LEGAL OBLIGATION OR ASSURANCE THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.

Ray [Signature] CHAIRMAN
Robert Crockett [Signature] CLERK

1-31-08

BR41-1921

BRITANIA HEIGHTS SUBDIVISION

NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S
OFFICE

CERTIFICATE OF OWNERS

KNOW ALL PERSONS BY THESE PRESENTS: THAT BRITANIA HEIGHTS LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, T.3N., R.1W., B.M., CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, THENCE S 00° 49' 32" W ALONG THE EAST BOUNDARY OF SAID SECTION 29 ALSO BEING THE CENTERLINE OF MCDERMOTT RD. FOR A DISTANCE OF 1854.89 FEET TO THE REAL POINT OF BEGINNING;

THENCE CONTINUING S 00° 49' 32" W ALONG SAID EAST BOUNDARY AND CENTERLINE FOR A DISTANCE OF 801.60 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29 (EAST 1/4);

THENCE LEAVING SAID EAST BOUNDARY AND CENTERLINE N 88° 46' 17" W ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1337.15 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29;

THENCE LEAVING SAID SOUTH BOUNDARY N 00° 53' 28" E ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 1328.48 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4;

THENCE S 88° 46' 05" E ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 684.75 FEET TO A POINT ON THE CENTERLINE OF THE RIDENBAUGH CANAL;

THENCE ALONG THE CENTERLINE OF THE RIDENBAUGH CANAL FOR THE FOLLOWING NINE COURSES:

S 54° 59' 32" E FOR A DISTANCE OF 171.22 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 84.28 FEET, SAID CURVE HAVING A RADIUS OF 187.37 FEET, A CENTRAL ANGLE OF 19° 39' 23", AND A LONG CHORD WHICH BEARS S 45° 09' 50" E FOR A DISTANCE OF 83.97 FEET TO A POINT OF TANGENT;

THENCE S 35° 20' 09" E FOR A DISTANCE OF 43.34 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 41.28 FEET, SAID CURVE HAVING A RADIUS OF 66.41 FEET, A CENTRAL ANGLE OF 35° 36' 51", AND A LONG CHORD WHICH BEARS S 17° 31' 44" E FOR A DISTANCE OF 40.62 FEET TO A POINT OF TANGENT;

THENCE S 00° 16' 42" W FOR A DISTANCE OF 101.39 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 70.78 FEET, SAID CURVE HAVING A RADIUS OF 100.75 FEET, A CENTRAL ANGLE OF 40° 15' 05", AND A LONG CHORD WHICH BEARS S 19° 50' 50" E FOR A DISTANCE OF 69.33 FEET TO A POINT OF TANGENT;

THENCE S 39° 58' 23" E FOR A DISTANCE OF 13.99 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 79.91 FEET, SAID CURVE HAVING A RADIUS OF 141.05 FEET, A CENTRAL ANGLE OF 32° 27' 39", AND A LONG CHORD WHICH BEARS S 56° 12' 12" E FOR A DISTANCE OF 78.85 FEET TO A POINT OF TANGENT;

THENCE S 72° 28' 02" E FOR A DISTANCE OF 338.48 FEET TO THE POINT OF BEGINNING;

CONTAINING 35.85 ACRES OF LAND MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. THE INDIVIDUAL LOTS SHOWN ON THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM UNITED WATER IDAHO, AND UNITED WATER IDAHO HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

BRITANIA HEIGHTS LLC

BY: Jeffery L. Hess
JEFFERY L. HESS, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 30th DAY OF September, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEFFERY L. HESS, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF BRITANIA HEIGHTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED SUCH INSTRUMENT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

January 5, 2012
MY COMMISSION EXPIRES



Deanna Lively
NOTARY PUBLIC FOR IDAHO
RESIDING IN Boise, IDAHO

CERTIFICATE OF SURVEYOR

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



TODD R. WAITE IDAHO NO., 4899

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	187.37	19°39'23"	64.28	83.97 S 45°09'50" E
C2	66.41	35°36'51"	41.28	40.62 S 17°31'44" E
C3	100.75	40°15'05"	70.78	69.33 S 19°50'50" E
C4	141.05	32°27'39"	79.91	78.85 S 56°12'12" E
C5	28.00	87°13'49"	42.42	37.51 N 49°39'34" E
C6	1124.88	10°08'16"	199.05	198.79 N 09°14'12" E
C7	25.00	13°34'30"	5.92	5.91 N 81°55'23" W
C8	1085.00	10°47'05"	200.44	200.17 N 09°38'50" E
C9	25.00	89°48'44"	39.17	35.30 S 43°51'43" E
C10	28.00	80°11'18"	39.35	35.41 N 48°08'17" E
C11	25.00	29°20'31"	12.80	12.66 N 13°37'36" W
C12	65.00	148°56'43"	220.94	183.78 N 48°10'00" E
C13	25.00	29°20'31"	12.80	12.66 S 74°02'29" E
C14	60.00	13°34'30"	14.22	14.18 N 81°55'24" W
C15	25.00	31°01'46"	13.94	13.92 N 89°20'57" E
C16	85.00	138°14'22"	208.08	188.84 S 37°02'45" E
C17	25.00	31°01'46"	13.54	13.37 N 16°33'33" E
C18	25.00	88°48'37"	38.19	35.30 N 43°51'49" W
C19	70.00	280°54'55"	318.77	108.52 N 41°41'10" E
C20	25.00	79°44'00"	34.79	32.28 N 47°43'22" W
C21	25.00	80°11'03"	32.35	35.41 S 46°08'11" W
C22	25.00	89°48'37"	38.19	35.30 N 43°51'48" W

C23	25.00	90°11'03"	39.35	35.41 S 46°08'11" W
C24	25.00	87°48'11"	38.12	33.08 N 40°20'28" W
C25	25.00	80°14'40"	39.38	35.43 S 46°10'00" W
C26	25.00	78°10'49"	33.24	30.85 N 37°02'48" W
C27	1095.00	10°26'35"	199.58	199.30 S 09°28'55" W
C28	1095.00	08°18'01"	188.63	188.49 S 06°22'38" W
C29	1095.00	02°08'24"	40.89	40.95 S 13°38'56" W
C30	141.05	0°56'24"	4.97	4.07 S 40°23'24" E
C31	141.05	31°17'17"	76.85	72.85 S 56°37'23" E
C32	100.00	7°02'46"	14.78	14.78 S 85°14'54" E
C33	85.00	48°41'23"	72.35	70.68 S 04°37'10" E
C34	85.00	41°21'56"	81.36	80.04 S 41°04'26" W
C35	85.00	58°27'35"	87.34	86.55 N 88°48'23" W
C36	85.00	28°06'38"	38.81	38.47 S 88°44'50" W
C37	85.00	42°32'52"	44.80	83.06 N 58°13'55" W
C38	85.00	68°34'55"	101.87	86.72 N 02°11'32" W
C39	70.00	68°34'38"	84.19	78.21 N 54°18'58" W
C40	70.00	81°18'02"	82.81	80.55 N 02°45'52" E
C41	70.00	140°45'15"	121.98	131.87 S 71°41'00" E
C42	80.00	7°02'46"	7.38	7.17 S 85°14'54" E
C43	80.00	31°72'3"	5.44	3.44 N 87°03'59" W
C44	80.00	10°17'07"	10.72	10.78 N 80°16'44" W

BRITANNIA HEIGHTS SUBDIVISION

BOOK 41 PAGE 21

NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S
OFFICE

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS 11 DAY OF March, 2007, BY THE BOARD OF
COUNTY COMMISSIONERS OF CANYON COUNTY, IDAHO.

[Signature]
CHAIRMAN
Dist: W.M. H. Dist. Canyon County

APPROVAL OF COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS 23 DAY OF August, 2007, BY THE CANYON
COUNTY PLANNING AND ZONING COMMISSION.

[Signature]
CHAIRMAN

APPROVAL OF NAMPA HIGHWAY DISTRICT NO. 1

NAMPA HIGHWAY DISTRICT NO. 1 DOES HEREBY ACCEPT THE PLAT, AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND
RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF I.C. 50-1312. PRIVATE STREETS
DEPICTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO
LEGAL OBLIGATION OR ASSURANCES THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.

[Signature] 8-14-07
CHAIRMAN

[Signature] 8-14-07
CLERK

CERTIFICATE OF COUNTY SURVEYOR

I DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT OF BRITANNIA HEIGHTS SUBDIVISION AND FIND THAT IT COMPLIES
WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

[Signature] p.s. 9366 8/15/07
COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

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

[Signature] 8-13-2008
DATE

[Signature] Canyon County Treasurer
COUNTY TREASURER by B. Quintana

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
COUNTY OF CANYON) S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____
AT _____ MINUTES PAST _____ O'CLOCK _____ M., ON THIS _____ DAY OF _____, 2007, IN
BOOK _____ OF PLATS AT PAGES _____ AND _____ INSTRUMENT NO. _____

DEPUTY

EX-OFFICIO RECORDER

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF NAMPA, CANYON COUNTY, IDAHO, DO HEREBY
APPROVE THIS PLAT OF BRITANNIA HEIGHTS SUBDIVISION.

[Signature]
CITY ENGINEER



2008013331

RECORDED

2008 MAR 11 AM 9 10

WILLIAM H. HURST
CANYON CITY RECORDER
BY *[Signature]*

Brittania Heights LLC
Attn: Jeff Hess
855 Broad St, Ste 300
Boise, ID 83702

2017-012952

RECORDED

04/06/2017 12:57 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=68 MBROWN \$211.00

TYPE: MISC

PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

ACCOMMODATION

**FIRST AMENDED AND
RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS
& RESTRICTIONS
FOR
BRITTANIA HEIGHTS**

NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN THE BRITTANIA HEIGHTS SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL BRITTANIA HEIGHTS PROPERTY OWNERS.

THE GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION **NOT** SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY GRANTOR. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF BRITTANIA HEIGHTS SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS MASTER DECLARATION SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS MASTER DECLARATION WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

TABLE OF CONTENTS

	Page
ARTICLE 1 RECITALS.....	5
1.1 Original Declaration.....	5
1.2 Property Covered	6
1.3 Residential Development	7
1.4 Purpose of First Amended and Restated Master Declaration	7
ARTICLE 2 DECLARATION	7
ARTICLE 3 GOVERNANCE AND ADMINISTRATION: OWNERS ASSOCIATION	7
3.1 Organization of the Owners Association	7
3.2 Membership	8
3.3 Membership Voting	8
3.4 Board of Directors and Officers.....	8
3.5 Power and Duties of the Association.....	9
3.6 Meetings of the Association.....	14
3.7 Budgets and Financial Statements	14
3.8 Manager	14
3.9 Personal Liability	15
ARTICLE 4 RESERVED	15
ARTICLE 5 GOVERNANCE AND ADMINISTRATION: DESIGN COMMITTEE	15
5.1 Creation; Grantor’s Right of Appointment.....	15
5.2 Appointment of Design Committee Representative	16
5.3 Improvements Generally.....	16
5.4 Expenses	16
5.5 Non-Liability of Design Committee Members.....	16
5.6 Variances.....	17
5.7 Grantor’s Exemption.....	17
ARTICLE 6 ASSESSMENTS	17
6.1 Covenant to Pay Assessments.....	17
6.2 Uniform Rate of Assessment	18
6.3 Regular Assessments	18
6.4 Special Assessments.	19
6.5 Limited Assessments	19
6.6 Set Up Fee.....	20
6.7 Assessment Period	20
6.8 Notice and Assessment Due Date	20
6.9 Special Notice and Quorum Requirements.....	20
ARTICLE 7 ENFORCEMENT OF ASSESSMENTS; LIENS.....	21
7.1 Right to Enforce.....	21
7.2 Assessment Liens.....	21

7.3	Method of Foreclosure.....	21
7.4	Subordination to Certain Trust Deeds.....	22
7.5	Rights of Mortgagees.....	22
ARTICLE 8 RIGHTS TO AND DESIGNATION OF COMMON AREAS, RESTRICTED AREAS AND MAINTENANCE PROPERTY		22
8.1	Use of Common Area	22
8.2	Designation of Common Area	23
8.3	Designation of Restricted Area.....	23
8.4	Designation of Maintenance Property	23
8.5	Delegation of Right to Use	24
8.6	Damages.....	24
8.7	Association’s Responsibility.....	24
ARTICLE 9 GENERAL AND SPECIFIC RESTRICTIONS AND REQUIREMENTS		24
9.1	Improvements – Generally.....	24
9.2	Exterior Maintenance; Owner’s Obligations	25
9.3	Landscaping.....	25
9.4	Storm Drainage Facilities: Owner’s Obligations.....	26
9.5	Fencing: Owner’s Obligations	26
9.6	Mailboxes.....	27
9.7	Nuisances.....	27
9.8	No Hazardous Activities.....	27
9.9	No Mining or Drilling.....	27
9.10	Sewage Disposal Systems.....	27
9.11	Insurance Rates	28
9.12	Vehicles and Equipment	28
9.13	Animals/Pets	28
9.14	No Mobile Homes or Temporary Structures	29
9.15	Drainage.....	29
9.16	Grading	29
9.17	Water Rights Appurtenant to Subdivision Lands	29
9.18	Energy Devices, Outside.....	29
9.19	Signs 29	
9.20	Antennae	29
9.21	No Further Subdivision.....	30
9.22	Leasing.....	30
9.23	Grantor’s Right of Development	30
9.24	Compliance with Laws	31
ARTICLE 10 EASEMENTS		31
10.1	Owners: Easements of Enjoyment.....	31
10.2	Delegation of Use	31
10.3	Recorded Easements	31
10.4	Easements of Encroachment.....	31
10.5	Maintenance and Use Easement Between Walls and Property	32
10.6	Party Walls.....	32

10.7	Easements of Access.....	32
10.8	Drainage and Utility Easements.....	32
10.9	Rights and Duties Concerning Utility Easements.....	33
10.10	Disputes as to Sharing of Costs	33
10.11	General Landscape Easement	33
10.12	Grantor’s Rights Incident to Construction.....	34
10.13	Easements Deemed Created.....	34
10.14	Waterway Easements	34
10.15	Reservation for Expansion.....	34
10.16	Emergency Easement.....	34
10.17	Maintenance Easement	35
10.18	Public Utility and Irrigation Easement	35
10.19	Permanent Access Easement.....	35
10.20	Easement for Future Access.....	35
ARTICLE 11 RESOLUTION OF DISPUTES.....		35
11.1	Agreement To Avoid Litigation.....	35
11.2	Claims	35
ARTICLE 12 INSPECTION OF THE ASSOCIATION’S BOOKS AND RECORDS.....		36
12.1	Member’s Right of Inspection	36
12.2	Rules Regarding Inspection of Books and Records.....	36
12.3	Director’s Rights of Inspection.....	36
ARTICLE 13 DEFINITIONS.....		37
13.1	“Abandoned or Inoperable Vehicle”.....	37
13.2	“Articles”	37
13.3	“Assessments”	37
13.4	“Association”	37
13.5	“Association Rules”	37
13.6	“Board”	37
13.7	“Building Envelope”.....	37
13.8	“Bylaws”	37
13.9	“Common Area”	37
13.10	“Common Area Lots”	38
13.11	“Design Committee”	38
13.12	“Design Guidelines”	38
13.13	“Development Plan”	38
13.14	“Discretion” or “discretion”.....	38
13.15	“First Amended and Restated Master Declaration”	38
13.16	“First Mortgage”	38
13.17	“Grantor”.....	38
13.18	“Improvement”	38
13.19	“Limited Assessment”	39
13.20	“Limited Common Area”.....	39
13.21	“Lot”	39
13.22	“Maintenance Property”.....	39

13.23	“Member”	39
13.24	“Mortgage”	39
13.25	“Occupant”	40
13.26	“Oversized Vehicles”	40
13.27	“Owner”	40
13.28	“Owner Storm Drainage Swale Area”	40
13.29	“Permanent Access Easement”	40
13.30	“Person(s)”	40
13.31	“Phase”	40
13.32	“Phase 1 Property”	40
13.33	“Plat”	40
13.34	“Project Documents”	40
13.35	“Regular Assessment”	41
13.36	“Restricted Area”	41
13.37	“Roadway Improvements”	41
13.38	“Special Assessment”	41
13.39	“Supplemental Declaration”	41
13.40	“Waterway”	41
ARTICLE 14 MISCELLANEOUS		41
14.1	Annexation of Other Properties	41
14.2	Term	42
14.3	Amendment.....	42
14.4	Notices	43
14.5	Enforcement and Non-Waiver	43
14.6	Use of Trademark	44
14.7	Interpretation.....	44
14.8	Successors and Assigns.....	44
14.9	Owners’ Acknowledgements	45

FIRST AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRITANIA HEIGHTS SUBDIVISION

THIS FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRITANIA HEIGHTS SUBDIVISION (this “**First Amended and Restated Master Declaration**”) has been adopted as of this 4th day of April, 2017 (the “**Effective Date**”), by the written consent of Members representing more than fifty percent (50%) of the total voting power of the Association, pursuant to Section 14.3.2 of the Declaration. All capitalized terms not otherwise defined in the text hereof are defined in Article 13, and each reader of this First Amended and Restated Master Declaration should refer to Article 13 for a clear understanding of such capitalized terms.

ARTICLE 1 RECITALS

1.1 Original Declaration. Reference is hereby made to that certain Master Declaration of Covenants, Conditions and Restrictions for Brittaniam Heights, recorded on May 29, 2008 as Instrument No. 2008029144 in the real property records of Canyon County, Idaho (the “**Declaration**”).

1.1.1 Pursuant to, among other things, Section 1.1 of the Declaration, the property that could potentially be subject to the Declaration, included, but was not limited to, the real property legally described in Exhibit A attached hereto and incorporated herein (“**Brittaniam Heights**”).

1.1.2 Pursuant to, among other things, Section 1.1 of the Declaration, the property that was actually subject to the Declaration was that real property legally described in Exhibit B attached hereto and incorporated herein (the “**Phase 1 Property**”), which is all of that real property shown on the Plat of Brittaniam Heights Subdivision recorded in the real property records of Canyon County, Idaho in Book 41 of Plats at Page 21, as Instrument No. 200801333 (the “**Phase 1 Plat**”).

1.1.3 Pursuant to, among other things, Section 1.1 of the Declaration, Grantor reserved the right to develop Brittaniam Heights in multiple Phases.

1.1.4 Pursuant to, among other things, Sections 1.1 and 14.1 of the Declaration, each Phase other than Phase 1 Property could be made subject to the Declaration by Grantor’s recordation of a Supplemental Declaration, and Grantor had the right to record a Supplemental Declaration without having to obtain the consent, approval, or signature of any Person for so long as Grantor owned any Lot or any portion of Brittaniam Heights.

1.1.5 Pursuant to, among other things, Section 13.31 of the Declaration, each Phase shall contain one or more Lots.

1.1.6 Pursuant to, among other things, Section 13.20 of the Declaration, a “Lot” shall mean a lot within a Phase of Britannia Heights as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

1.1.7 Prior to the recording of this First Amended and Restated Master Declaration, Grantor recorded that certain First Supplemental Declaration to the Declaration in the real property records of Canyon County, Idaho (the “**First Supplemental Declaration**,” the Declaration and First Supplemental Declaration are collectively referred to herein as the “**Original Declaration**”).

1.1.8 The First Supplemental Declaration resulted in the following additional property being subject to the Declaration, upon which additional property Improvements may be constructed: (i) that certain real property legally described and shown on Exhibit C attached hereto and incorporated herein (the “**Phase 2 Property**”); and (ii) that certain real property legally described and shown on Exhibit D attached hereto and incorporated herein (the “**Phase 3 Property**”).

1.1.9 As a result of the foregoing, as of the Effective Date of this First Amended and Restated Master Declaration, the Phase 1 Property, Phase 2 Property, and Phase 3 Property were all subject to the Original Declaration, of which Grantor owns forty-seven (47) out of the eighty-one (81) Lots therein, which is equal to approximately fifty-eight percent (58%) of the Lots, which means that Grantor is a Member that represents more than fifty percent (50%) of the total voting power of the Association.

1.1.10 In light of the foregoing, Grantor, as a Member, has executed the written consent attached hereto as Exhibit E in accordance with Section 14.3.2 of the Original Declaration, pursuant to which the Members have adopted and approved this First Amended and Restated Master Declaration, which hereby amends, restates, and supersedes in its entirety, the Original Declaration. This First Amended and Restated Master Declaration also terminates, supersedes and replaces in its entirety that certain Road Maintenance Agreement recorded by Grantor on February 28, 2017 as Instrument No. 2017-007512 in the real property records of Canyon County, Idaho, as specifically authorized by Section 6 thereof.

1.2 Property Covered. The property potentially subject to this First Amended and Restated Master Declaration includes, but is not limited to, the property legally described on Exhibit A attached hereto and made a part hereof by this reference which property consists of approximately 110 acres approved by Canyon County, Idaho for the development of up to one hundred ninety-one (191) residential units. Grantor intends to develop Britannia Heights in multiple development Phases. Each Phase (other than the Phase 1 Property, Phase 2 Property, and Phase 3 Property) and any property otherwise annexed into Britannia Heights, may become subject to this First Amended and Restated Master Declaration through a Supplemental Declaration. All property made subject to this First Amended and Restated Master Declaration herein or through a Supplemental Declaration shall be referred to as the “**Property**.” Each Owner, by accepting a deed to any portion of the Property, acknowledges and agrees that Grantor is under no obligation

to subject any portion of Britannia Heights other than the Phase 1 Property, Phase 2 Property, and Phase 3 Property to this First Amended and Restated Master Declaration.

1.3 Residential Development. Britannia Heights is a residential development which Grantor currently intends to develop substantially in accordance with existing development approvals obtained by Grantor from Canyon County, Idaho, or any other development plan(s) for which Grantor may from time to time obtain approval from Canyon County, Idaho (collectively the “**Development Plan**”). The Property will be developed for single-family residential homes.

1.4 Purpose of First Amended and Restated Master Declaration. The purpose of this First Amended and Restated Master Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively “**Restrictions**”) that will apply to the Property and the use of any and all portions of the Property. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high quality development; and to guarantee adequate maintenance of the Common Area, Restricted Area and Maintenance Property, including any Improvements located thereon in a cost effective and administratively efficient manner.

ARTICLE 2 DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Person or Owner having or holding an interest in the Property and such Person’s or Owner’s successors in interest, and may be enforced by Grantor, any Owner or Owner’s successors in interest, any Person having or holding an interest in the Property or such Person’s successors in interest, or by the Association. In the event of any conflict between this First Amended and Restated Master Declaration and any other of the Project Documents, this First Amended and Restated Master Declaration shall control.

ARTICLE 3 GOVERNANCE AND ADMINISTRATION: OWNERS ASSOCIATION

3.1 Organization of the Owners Association. The Owners association (hereinafter the “**Association**”) shall be initially organized by Grantor as a profit or non-profit corporation under the applicable provisions of the Idaho Code, or such other legal entity as Grantor deems appropriate, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Grantor may, in its discretion, grant to the Association a revocable, non-exclusive license to use the name “Brittania Heights.” Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this

First Amended and Restated Master Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions and restrictions contained in the Project Documents.

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

3.3 Membership Voting. The Association will have two (2) classes of memberships:

3.3.1 Class A Members. Class A Members shall be all Owners, with the exception of the Grantor for so long as Grantor is the Class B Member. Class A Members shall be entitled to one (1) vote in the Association for each Lot Owned by such Class A Member. Upon termination of the Class B Member as set forth in Subsection 3.3.2, Grantor shall become a Class A Member to the extent Grantor owns any Lot.

3.3.2 Class B Member. Grantor shall be the Class B Member, and shall be entitled to five (5) votes for each of the one hundred ninety-one (191) approved Lots for Britannia Heights or nine hundred fifty-five (955) votes, less five (5) votes for each Lot owned by a Person other than Grantor. The Class B Member shall cease to be a voting Member in the Association at the earlier to occur of the following: (1) the date Grantor has less than ten (10) Class B Member votes in the Association; (2) on June 1, 2040; or (3) on such date as Grantor informs the Association that Grantor no longer desires to be the Class B Member. This date may be referred to herein as the "**Class B Member Termination Date**."

It is the intent of this provision that the Class B Member shall have five (5) votes for each Lot within Britannia Heights, as that number may increase or decrease prior to the Class B Member Termination Date. Therefore, in the event the number of anticipated Lots within Britannia Heights is increased beyond one hundred ninety-one (191) approved Lots, or is otherwise decreased below the one hundred ninety-one (191) approved Lots, prior to the Class B Member Termination Date, the Class B Member vote shall be adjusted accordingly by multiplying the number of Lots by five (5) votes for each Lot.

3.4 Board of Directors and Officers. The Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws shall carry out all of the powers and duties of the Association as set forth herein and in the Articles and Bylaws of the Association and shall be selected as follows:

3.4.1 Selection of Board Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) members ("**Directors**") appointed by the Class B Member in the Class B Member's discretion. The Class B Member shall have the right to remove and replace any Director, with or without cause, in the Class B Member's discretion.

3.4.2 Selection of Board After Class B Member Termination Date.

Subsequent to the Class B Member Termination Date, the Board shall be elected by the Class A Members as more particularly set forth in the Bylaws.

Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Member. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. The Class B Member shall have the right to voluntarily terminate its right to appoint Directors and to fill vacancies pursuant to this Section, in which event the currently sitting Directors may fill vacancies occurring between meetings of the Members as provided herein. Except for Directors appointed by the Class B Member, all other Directors shall be Members.

3.5 Power and Duties of the Association.

3.5.1 Powers. The Association, acting by and through the Board, shall have all the powers of a profit or non-profit corporation organized under the applicable provisions of the Idaho Code subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association, acting by and through the Board, shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area, Restricted Area, Maintenance Property and the Association's other assets, including water rights when and if received from Grantor, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

3.5.1.1 Assessments. The power to levy Assessments on any Owner and Association Member, or any portion of the Property pursuant to the restrictions enunciated in this First Amended and Restated Master Declaration, and to force payment of such Assessments, all in accordance with the provisions of this First Amended and Restated Master Declaration. This power shall include the right of the Association to levy Assessments on any Owner of any portion of the Property to cover the operation and maintenance costs of the Common Area, Restricted Area and the Maintenance Property and the administrative costs associated with establishing and enforcing use schedules for the pressurized irrigation system owned and operated by the Nampa & Meridian Irrigation District or its assigns.

3.5.1.2 Fines. Subject to any restrictions set forth in Idaho Code § 55-1111, the power to establish fines by majority vote of the Board, and the power to fine any Owner and Association Member for any failure to comply with any provision of this First Amended and Restated Master Declaration or any applicable Supplemental Declaration, any rules or regulations or Design Guidelines, and to force payment of such fines as Limited Assessments, all in accordance with the provisions of this First Amended and Restated Master Declaration. All established fines shall be set forth on a schedule and delivered to all Owners from time to time. Upon such delivery, the schedule of fines shall have the same force and effect as if it were set forth in and were a part of this First Amended and Restated Master Declaration. Any such established schedule of fines shall be applied equally to all Owners.

3.5.1.3 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

3.5.1.4 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract for the maintenance, repair, replacement and operation of any Common Area, Restricted Area or Maintenance Property. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the committees, officers, employees or any Person acting as manager of any such duty or power so delegated. All contracts for management of any Common Area, Restricted Area or Maintenance Property shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon termination of the Class B membership.

3.5.1.5 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Board deems reasonable and appropriate. The Association may govern the use of the Common Area by the Owners, their families, invitees, licensees, lessees or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this First Amended and Restated Master Declaration, the Articles or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this First Amended and Restated Master Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this First Amended and Restated Master Declaration, any Supplemental Declaration, the Articles, Bylaws, and/or Design Guidelines, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this First Amended and Restated Master Declaration, Supplemental Declaration, the Articles, Bylaws, or Design Guidelines to the extent, but only to the extent, of any such inconsistency.

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

3.5.1.7 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area and Restricted Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

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

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

3.5.1.7.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this First Amended and Restated Master Declaration on behalf of Grantor who are in being as of the date hereof.

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

3.5.1.9 Other. Such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of Grantor that the Association have broad power and authority consistent with the Project Documents and applicable law.

3.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

3.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Property. The Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

3.5.2.2 Operation and Maintenance of Restricted Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of any Restricted Area, if any.

3.5.2.3 Operation and Maintenance of Roadway Improvements within the Permanent Access Easement. The Association shall operate, maintain, repair and replace the

Roadway Improvements located upon the Permanent Access Easement. The cost and expense associated with the Association's operation, maintenance, repair and replacement of the Roadway Improvements located upon the Permanent Access Easement shall be assessed as a Regular Assessment as provided in Sections 3.5.1.1 and 6.3.1, upon all Lots and the Owners thereof. In furtherance of the foregoing, the Association shall cause the Roadway Improvements to be operated, maintained, repaired, and replaced in clean, orderly, and good operating condition, in a manner consistent with residential subdivisions in Canyon County, Idaho and the terms of this Amended and Restated Master Declaration, including but not limited to, striping, seal coating, and cleaning the Roadway Improvements (including without limitation all paved and drainage areas, subject to Section 9.4), and keeping the paved surfaces thereof in a flat, smooth, and evenly-covered condition with the type of surfacing material originally installed or such substitute material as shall in all respects be equal or superior in quality, use, and durability;

3.5.2.4 Operation and Maintenance of Maintenance Property. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of any Maintenance Property the Association, in its discretion, has decided to operate and/or maintain due to the benefits flowing through to the Owners and Members, including, without limitation, any signs, benches, lights, trails, or parks. The rights and duties enunciated in this Subsection 3.5.2.4 shall include the right to levy Assessments on Owners as provided in Subsection 3.5.1.1.

3.5.2.5 Reserve Account. Establish and fund a reserve account or accounts with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area, Restricted Area and Maintenance Property, including, without limitation, an account for the repair and replacement of the improvements, including without limitation the Roadway Improvements, located upon the Permanent Access Easement;

3.5.2.6 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, and water amenities within any Common Area, Restricted Area and Maintenance Property. The Association shall maintain in good condition and repair (normal wear and tear excepted) and replace (when needed in the discretion of the Board) the fences installed by Grantor and located along McDermott Road whether located in Common Area or on individual Lots. Costs of repair, replacement and maintenance of such fences shall be passed on to Owners as a Regular Assessment except for any repair or replacement made necessary as a result of the negligence or willful conduct of an Owner, which shall be the obligation of that Owner;

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

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

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

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

3.5.2.9.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor, and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area, Restricted Area and Maintenance Property. Limits on liability of such coverage shall be no less than the following: One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage;

3.5.2.9.3 Full coverage directors' and officers' liability insurance with a limit no less than Five Hundred Thousand Dollars (\$500,000);

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

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

3.5.2.10 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable;

3.5.2.11 Design Committee. Appoint and remove members of the Design Committee, subject to the provisions of this First Amended and Restated Master Declaration; and

3.5.2.12 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this First Amended and Restated Master Declaration,

as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all laws, ordinances, rules and regulations of Canyon County also including, without limitation, the recordation of any claim of lien with the Canyon County Recorder's Office, as more fully provided herein.

3.5.2.13 Maintain Documents. The Board shall designate an office at which all Project Documents, including, without limitation, this First Amended and Restated Master Declaration, any Supplemental Declaration, the Articles and Bylaws of the Association, the Association Rules, Design Guidelines and schedule of fines shall be maintained and made available for inspection by the Owners upon request or during normal business hours.

3.5.2.14 Compliance with Development Plan. All actions undertaken by the Association in performance of its duties under the Project Documents shall be performed in conformity with the Development Plan.

3.5.2.15 Duties Imposed During Entitlement Process. Carry out all duties imposed by any governmental, municipal or other agencies as part of the entitlement process for the development of Britannia Heights.

3.6 Meetings of the Association. The Association shall hold an annual meeting and special meetings all as provided for in the Bylaws; provided, however, such annual meeting shall be held prior to the commencement of the Association's fiscal year.

3.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared annually. Copies shall be distributed to each Member of the Association as follows: An operating statement and budget for the next fiscal year shall be available for distribution at the annual meeting of the Association not less than thirty (30) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable for the current year and the schedule of Assessments for the following fiscal year to be approved at such annual meeting.

3.8 Manager. The Association may employ or contract for the services of a manager or management company ("**Manager**"), provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided at least thirty (30) days prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Grantor or any affiliate of Grantor to act as Manager pursuant to the terms of this Section 3.8.

3.9 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any officer, committee or other representative or

employee of the Association, Grantor or the Design Committee, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

ARTICLE 4 RESERVED

ARTICLE 5 GOVERNANCE AND ADMINISTRATION: DESIGN COMMITTEE

5.1 Creation; Grantor's Right of Appointment. Within thirty (30) days of the date on which Grantor first conveys a Lot to an Owner, Grantor shall appoint no less than three (3) and no more than five (5) individuals to serve on a design committee (the "**Design Committee**"). Thereafter, at any time, and from time to time, until such time as the Class B Member of the Association is terminated, Grantor shall have the exclusive right, in Grantor's discretion, to appoint, remove and replace all members of the Design Committee. At such time as the Class B Member of the Association is terminated, the Design Committee shall be divided into two committees consisting of not less than three (3) and not more than five (5) individuals each: (1) the Initial Improvement Committee; and (2) the Subsequent Improvement Committee. Hereinafter, the term "**Design Committee**" shall mean the Initial Improvement Committee and Subsequent Improvement Committee, whichever is appropriate given the context thereof. As long as Grantor owns a Lot within the Property, Grantor shall continue to have the exclusive right to appoint, remove and replace all members of the Initial Improvement Committee. Following termination of the Class B Member of the Association, the Board shall have the right to appoint, remove and replace the members of the Subsequent Improvement Committee. At such time as Grantor no longer owns a Lot within the Property, the Board shall have the right to appoint, remove and replace all members of the Design Committee. The Initial Improvement Committee shall be responsible for review and approval of the initial residential Improvements proposed to be placed on any Lot pursuant to this Article 5. Following construction of a permanent residential Improvement on a Lot, any subsequent Improvements on such Lot or any changes to any existing Improvements shall be submitted to the Subsequent Improvement Committee for review pursuant to Article 5. If a vacancy on the Design Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Design Committee need not be an Owner. Members of the Design Committee may be removed immediately by the Person appointing them at any time without cause. Pursuant to Section 5.3 below, the Design Committee shall review, study, and either approve or reject the proposed Improvements on the Property, all in compliance with the First Amended and Restated Master Declaration, any Supplemental Declaration, and the Design Guidelines. The actions of the Design Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

5.2 Appointment of Design Committee Representative. The Design Committee, prior to the Class B Member Termination Date, may appoint in writing one (1) of its members to act as its designated representative (the "**Committee Representative**"). The Committee Representative may be delegated all duties and obligations of the Design Committee. In the event a Committee Representative is appointed, it is intended that the Design Committee shall look to the Committee

Representative to perform all functions of the Design Committee; provided however, the Design Committee shall make all final determinations and decisions regarding all Design Committee duties and obligations. Any action or decision made by three (3) members of the Design Committee shall be a binding decision of the entire Design Committee.

5.3 Improvements Generally. The initial Design Committee, as appointed by the Grantor, shall draft the Design Guidelines for the construction and reconstruction of all Improvements on any one Phase of the Property. No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the Design Committee, and without being in compliance with the Project Documents and the Design Guidelines. The Design Guidelines shall be developed and used by the Design Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of Britannia Heights, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The Design Guidelines shall be drafted to conform to this First Amended and Restated Master Declaration, the Articles and Bylaws, and must be approved by the Board prior to implementation. In the event of a conflict between the Design Guidelines and this First Amended and Restated Master Declaration, any Supplemental Declaration, the Articles and the Bylaws, this First Amended and Restated Master Declaration, the Supplemental Declaration, the Articles or Bylaws, as the case may be, shall govern. The content of the Design Guidelines may be modified and amended from time to time as provided in the Design Guidelines, and in all events can be modified and changed by a majority vote of the Board. Nothing contained in this Article 5 limits any Owner's obligation and duty to ensure that the Owner's Lot development is in compliance with this First Amended and Restated Master Declaration, any Supplemental Declaration, the Design Guidelines, any other Project Documents or applicable city, county and state laws, rules, regulations and ordinances.

5.4 Expenses. The Design Committee shall have the right to charge a fee for each application submitted to it for review in an amount which may be established by the Design Committee from time to time. Such fees may include reasonable payment to each member of the Design Committee for their services as provided herein. All fees and expenses of the Design Committee, if any, shall be paid by the Association.

5.5 Non-Liability of Design Committee Members. Approval by the Design Committee does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Neither the Design Committee nor any of its members shall be responsible or liable to the Association or to any Person, Owner, or Grantor with respect to any loss, liability, claim or expense which may arise by reason of any approval or denial of any Improvements. Neither the Board, Design Committee or any agent thereof nor Grantor or any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the

Design Committee shall be defended, indemnified and held harmless by the Association in any such suit or proceeding which may arise by reason of the Design Committee's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Design Committee to the extent any such member of the Design Committee shall be adjudged (after exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Design Committee, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

5.6 Variances. The Design Committee may authorize variances from compliance with any of the Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances including, but not limited to, topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least three (3) members of the Design Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this First Amended and Restated Master Declaration, any Supplemental Declaration or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this First Amended and Restated Master Declaration, any Supplemental Declaration or the Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

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

ARTICLE 6 ASSESSMENTS

6.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot upon which residential improvements may be constructed (excluding any Lot designated as Common Area or Maintenance Property), each Owner of such Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this First Amended and Restated Master Declaration, any Supplemental Declaration or other applicable Project Document.

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

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

6.2 Uniform Rate of Assessment. All Regular and Special Assessments must be fixed at a uniform rate for each Lot.

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

6.3.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, Restricted Area and Maintenance Property, including all Improvements located on such areas owned and/or managed and maintained by the Association (the "**Operating Expenses**"), and an amount allocated to an adequate reserve account or accounts as required by Section 3.5.2.5 to be used for repair, replacement, maintenance and improvement of those elements of the Common Area (including without limitation Roadway Improvements upon the Permanent Access Easement), Restricted Area and Maintenance Property, or other property of the Association's that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of the Association, are collectively referred to herein as the "**Expenses.**"

6.3.2 Computation and Payment of Regular Assessments. The Board shall compute the amount of the Association's Expenses on an annual basis, not less than sixty (60) days before the beginning of each fiscal year of the Association. The Board shall use the amount of the Expenses to determine each Owner's Regular Assessment. Regular Assessments shall be assessed against each Owner in an amount computed by multiplying the Association's total computed Expenses by the fraction produced by dividing the number of Lots owned by each Owner by the total number of Lots within the Property. Any increase in the amount of the Regular Assessments over the prior fiscal year must be approved by a majority of the Owners at the annual meeting of the Association or at any special meeting called for that purpose at which a quorum is present.

6.3.2.1 Notwithstanding the foregoing, the Regular Assessments to be levied by the Board and owed by each Member for the first fiscal year of the Association shall be Five Hundred Dollars (\$500) per Lot (the "**Initial Assessment**"). Of that amount, Three Hundred Fifty Dollars (\$350) shall be allocated to Operating Expenses and One Hundred Fifty Dollars (\$150) shall be allocated to Repair Expenses. The Initial Assessment shall be paid in full at each closing of a sale of a Lot from Grantor to the purchaser thereof.

6.3.2.2 Other than the Initial Assessment which shall be paid pursuant to Section 6.3.2.2 above, Regular Assessments shall be paid by each Owner in monthly, quarterly, semi-annual or annual installments, as determined by the Board from time to time.

6.3.2.3 For three (3) years following the date assessments for any Phase are assessed against the Owners of Lots in such Phase, Grantor shall not be assessed any Regular Assessments for each Lot in such Phase of which Grantor is an Owner. However, during such three (3) year period, Grantor shall pay an amount equal to the Operating Expenses shortfall of the applicable Association for each Phase (the “**Shortfall Payment**”), which Shortfall Payment shall be an amount less than or equal to the Regular Assessments multiplied by the total number of Lots in such Phase owned by Grantor on the date Regular Assessments are assessed against the Owners of Lots in such Phase. Grantor’s Shortfall Payment in connection with such Phase shall end three (3) years after the date assessments in such Phase begin. Thereafter, Grantor shall be assessed Regular Assessments for each Lot upon which a residential improvement may be constructed in such Phase of which Grantor is an Owner.

6.4 Special Assessments.

6.4.1 Purpose and Procedure. In the event that the Board shall determine that the Regular Assessment for a given fiscal year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon the Common Area, Restricted Area or Maintenance Property, attorney’s fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments.

6.4.2 Payment Schedule. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

6.5 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member and/or such Member’s Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member’s Lot into compliance with the provisions of the Project Documents, for damage caused by the Member, or any member of the Member’s family, representatives or invitees, to any Common Area, Restricted Area, Maintenance Property or any other portion of the Property, for payment of any fines levied against such Owner, or for otherwise providing any goods or services benefiting less than all Members or such Members’ Lots.

6.6 Set Up Fee. The Board may establish and levy, as a Limited Assessment, a set-up fee to be paid by the purchaser of each Lot upon closing of the sale thereof to defray the costs and expenses of establishing and maintaining such purchaser as an Owner and Member upon the books and records of the Association. The initial set up fee shall be Two Hundred Dollars (\$200).

6.7 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period shall be determined by the Board and may vary between Regular, Special and/or Limited Assessments. The Initial Assessment shall be pro-rated according to the number of

months remaining in the fiscal year and shall be payable in a single payment due at closing on the sale of a Lot from Grantor to the first purchaser thereof.

6.8 Notice and Assessment Due Date. Except with regard to the Initial Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Board shall determine if payments for Assessments shall be due monthly, quarterly, semi-annually or annually and shall determine the due date thereof. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within thirty (30) days after the due date established by the Board. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment or Twenty Dollars (\$20), whichever is greater. In addition, each installment payment which is delinquent for more than thirty (30) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

6.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment shall be sent to all Members of the Association and to any Person in possession of a Lot, not less than five (5) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty five percent (25%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. No Special Assessment or increase in the Regular Assessment shall be levied except upon the vote of a majority of the Owners at such meeting at which a quorum is present. In the event the Board is unable to hold a meeting for lack of a quorum upon three (3) attempts, the Board may vote upon such Special Assessment or increase in the Regular Assessment.

ARTICLE 7 ENFORCEMENT OF ASSESSMENTS; LIENS

7.1 Right to Enforce. The Association has the right to collect and enforce its Assessments created hereby and pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this First Amended and Restated Master Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this First Amended and Restated Master Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized

representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

7.2 Assessment Liens.

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

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

7.3 Method of Foreclosure. In the event the Association elects to foreclose upon such lien, such lien shall be foreclosed by appropriate action in court.

7.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article 7, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this First Amended and Restated Master Declaration, as it may be amended from time to time.

7.5 Rights of Mortgagees. Notwithstanding any other provision of this First Amended and Restated Master Declaration, no amendment of this First Amended and Restated Master Declaration shall operate to defeat the rights of the beneficiary under any deed of trust or a mortgagee under any mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this First Amended and Restated Master Declaration, as it may be amended from time to time.

ARTICLE 8 RIGHTS TO AND DESIGNATION OF COMMON AREAS, RESTRICTED AREAS AND MAINTENANCE PROPERTY

8.1 Use of Common Area. Every Owner, unless expressly designated by Grantor in a Supplemental Declaration, shall have a right to use each parcel of the Common Area and Maintenance Property, which right shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

8.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area and Maintenance Property, including the right to levy Special Assessments;

8.1.2 The right of the Association to suspend the voting rights and rights of use, or interest in, the Common Area or Maintenance Property by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

8.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Class A and Class B Members has been recorded;

8.1.4 The right of the Association to prohibit the construction of Improvements on all Common Areas or Maintenance Property;

8.1.5 The right of the Grantor or the Association to permit the Common Areas to be used by the Public by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this First Amended and Restated Master Declaration or in any Supplemental Declaration;

8.1.6 Members/Owners shall not be entitled to use those areas established from time to time by Grantor on any portion of the Property as Restricted Area, unless expressly allowed by the Association or this First Amended and Restated Master Declaration or in any Supplemental Declaration; and

8.1.7 The Common Area cannot be mortgaged or conveyed without the approval of the Owners of at least two-thirds (2/3) of the total voting power in the Association. If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of the

Common Area shall be subject to an easement of the Owners of such Lots for the purpose of ingress and egress.

8.2 Designation of Common Area. Grantor may designate and reserve Common Area in the First Amended and Restated Master Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments. The following are hereby designated as Common Area:

8.2.1 Lot 35 of the Phase I Plat;

8.2.2 The Roadway Improvements located within the Permanent Access Easement.

8.3 Designation of Restricted Area. Grantor may designate and reserve Restricted Area in any Supplemental Declarations and/or recorded Plats, deeds or other instruments.

8.4 Designation of Maintenance Property. Grantor may designate and reserve Maintenance Property in the First Amended and Restated Master Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments. The following are hereby designated as Maintenance Property:

8.4.1 Lot 36 of the Phase 1 Property. Grantor hereby acknowledges the designation of Lot 36 of the Phase 1 Property as Common Area, and notwithstanding such designation, hereby designates such Lot as Maintenance Property which will be owned by Grantor but maintained by the Association for the benefit of the Owners. At such time as the highway district widens McDermott Road, the highway district shall purchase all or some portion of Lot 36 of the Phase 1 Property. Upon such purchase, the purchased portion will no longer be maintained by the Association as Maintenance Property. If any portion of such Lot is not purchased by the highway district, Grantor shall have the option to retain such portion, which will continue to be Maintenance Property, or to deed the remaining portion to the Association to be held as Common Area.

8.4.2 Property Between Fences and Lot Lines. All of that certain property located between the fences constructed on: (i) Lots 16 through 20 of the Phase 1 Property and the rear property line of such Lots; (ii) Lots 1 through 7 of the Phase 1 Property and the rear property line of such Lots; (iii) Lots 38 through 43 of the Phase 2 Property and the rear property line of such Lots; (iv) Lots 45 through 48 of the Phase 2 Property and the rear property line of such Lots; and (v) Lots 64 through 67 and the rear property line of such Lots, is hereby designated as Maintenance Property to be maintained by the Association in its discretion. All such property is located within the Nampa Meridian Irrigation District easement and no Improvements may be installed within such easement without the prior written consent of the Nampa Meridian Irrigation District. All costs and expenses of such maintenance shall be charged as a Limited Assessment against the Owners of such Lots pro-rata based upon each Owner's square footage to be maintained divided by the total square footage to be maintained.

8.5 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area to the members of such

Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area, to the general public, and such delegation to the general public may be for a fee set by Grantor or the Association.

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

8.7 Association's Responsibility. The Association shall maintain and keep the Common Area, Restricted Area and Maintenance Property in good repair, such maintenance to be funded as provided in this First Amended and Restated Master Declaration. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated within the Common Area, Restricted Area and Maintenance Property.

ARTICLE 9 GENERAL AND SPECIFIC RESTRICTIONS AND REQUIREMENTS

9.1 Improvements – Generally. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this First Amended and Restated Master Declaration. Specific design and construction guidelines are contained in the Design Guidelines. The Design Guidelines and the general instructions set forth in this First Amended and Restated Master Declaration shall govern the right of a Person or Owner, excluding the Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or over the Property, including, without limitation, any Lot. All Improvements by any Owner, excluding Grantor, must be pre-approved in writing by the Design Committee prior to their construction or reconstruction. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Design Guidelines governing such repair or reconstruction. No Lots, other than those owned by Grantor, shall be permitted to remain in an unimproved condition for more than twelve (12) months after the initial purchase thereof, unless the Owner has received prior written approval from the Design Committee for a landscape plan.

All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to the Property, provided such other appropriate uses are in compliance with the Development Plan. No Lot, other than the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Design Guidelines. This First Amended and Restated Master Declaration is not intended to serve as authority for the Design Committee to control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size and height restrictions. This First Amended and Restated

Master Declaration is intended to serve as authority for the Design Committee to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Property, height, grade and finished ground elevation, natural conditions, landscaping, and all aesthetic considerations as set forth in this First Amended and Restated Master Declaration and in the Design Guidelines.

The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this First Amended and Restated Master Declaration and/or the Design Guidelines and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this First Amended and Restated Master Declaration and the Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable, including the imposition of fines for non-compliance.

9.2 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining his or her Lot, the Association, upon thirty (30) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

9.3 Landscaping. The Design Committee shall adopt landscaping guidelines to be included as a part of the Design Guidelines regulating landscaping permitted and required upon each Lot. In addition, each Owner shall maintain the landscaping within the drainage swale located upon such Owner's Lot adjacent to the Permanent Access Easement. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines, or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, all as set forth in Section 9.2 above.

9.4 Storm Drainage Facilities: Owner's Obligations. All Owners are required to retain on each Owner's Lot all storm water drainage, and shall not permit such storm water drainage to drain onto any other Owner's Lot or onto any Common Areas within the Property. Each Owner is required to install, operate and maintain upon such Owner's Lot within the Owner's Storm Water Drainage Swale Area any such storm water drainage facilities, including drainage pipes and

retention ponds as deemed reasonably necessary to meet the Owner's obligations hereunder. All such drainage facilities must be approved by the Design Committee in connection with the Design Committee's approval of the initial building improvement plans. Any retention ponds must be designed in such a manner as to not allow stagnant water to accumulate anywhere on the Property, which standing water can become a health hazard and mosquito hatching area.

9.5 Fencing: Owner's Obligations. Lots 1 through 21 and Lot 34 of the Phase 1 Property are required to have fencing along the property line or lines of such Lots abutting the exterior boundaries of the Phase 1 Property. The Owners of Lots 48 through 53 of the Phase 2 Property and Lots 77 through 82 of the Phase 3 Property are required to construct six (6) foot privacy fences along their eastern boundaries. Grantor shall install all required fencing on such Lots in the Phase 1 Property facing McDermott Road. The Owners of the Lots described above shall install all such fencing prior to obtaining the certificate of occupancy for such Owner's Lot. All fencing shall match the fencing installed by Grantor in materials and color and otherwise be approved by the Design Committee. No other fencing shall be required, but if any Owner desires to install any fencing on any Lot, such fencing shall be vinyl fencing in a color approved by the Design Committee so as to match and or coordinate with the fencing installed by Grantor. All Owners shall maintain the fencing installed on their Lots, other than the fencing installed by Grantor. The Owners of Lots 1 through 7 of the Phase 1 Property, Lots 38 through 43 of the Phase 2 Property, Lots 43 through 48 of the Phase 2 Property, and Lots 64 through 67 of the Phase 3 Property may install fences only at the location designated by, and otherwise in accordance with, the Nampa Meridian Irrigation District License Agreement. Notwithstanding the foregoing, the Owners of Lots 4 through 7 of the Phase 1 Property, Lots 38 and 45 through 48 of the Phase 2 Property, and Lots 64 through 67 of the Phase 3 Property may elect not to install fencing along the southern, northern, or western exterior boundaries of such Lots but in the event a fence is not installed, no other Improvement other than landscaping, shall be permitted past the established fence line for such Lot pursuant to the Nampa and Meridian Irrigation District License Agreement. Further, notwithstanding the foregoing, the Owners of Lots 16 through 20 of the Phase 1 Property, Lots 38 and 45 through 48 of the Phase 2 Property, and Lots 64 through 67 of the Phase 3 Property must coordinate with Grantor and the Nampa and Meridian Irrigation District as to the location of the fences on such Lots and the material to be used for such fences. Open fencing, such as rail fencing, may be permitted on Lots 16 through 20 of the Phase 1 Property, rather than privacy fences. If the location is to be at the toe of the slope located along the rear property line of such Lots, then the Owner shall be responsible for maintaining the slope. In any instance where a fence is required or a fence line is established for a Lot, the Owner of the Lot is required to maintain all landscaping to such Owner's Lot line, notwithstanding that such landscaping may be outside the fence located on such Lot. Any Owner failing to maintain such landscaping shall be solely liable for any costs and expenses incurred by any Person maintaining such landscaping, including the costs of repair for any damage to such Owner's fence.

9.6 Mailboxes. Any mailbox or mailbox post or structure constructed by Grantor on a Lot for the purpose of providing a receptacle for mail delivered solely to that Lot, shall be deemed the property of the Owner of such Lot. The Owner shall maintain, repair and replace such mailbox, mailbox post or structure in good condition and repair, and of the same quality and design, at such Owner's sole cost and expense.

9.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area and Restricted Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Design Committee), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Design Committee. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant ways, metals, bulk material, and scrap shall be kept at all times in such containers and in areas approved by the Design Committee.

9.8 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

9.9 No Mining or Drilling. No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 9.7 shall not prohibit exploratory drilling or coring which is necessary to construct Improvements.

9.10 Sewage Disposal Systems. All sewage disposal for each Lot in the Phase 1 Property shall be in a private sub-surface sewage disposal system consisting of a septic tank and drainage field which shall be designed, constructed and installed on each Lot in accordance with the requirements, standards and regulations of the government authorities having jurisdiction thereof, including, without limitation, Southwest District Health. Grantor shall have no obligation for the construction or approval of any sewage disposal system or the connection thereof. All septic systems shall be maintained according to all specifications, requirements and regulations of the government authorities having jurisdiction thereof. In the event that a city sewer system is installed to serve the Phase 1 Property, all Lots are hereby required to connect to such system. Except as previously set forth in this Section with respect to Lots in the Phase 1 Property, all other Lots in every other Phase shall connect to a private wastewater system pursuant to and as required in a separate written, recorded agreement.

9.11 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of, or cancel any insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot which

would result in the cancellation of insurance on any portion of the Property owned or managed by any Association or which would be in violation of any law.

9.12 Vehicles and Equipment. The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any of the Project Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: 1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefor; 2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path, or Waterway unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents; 3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure reasonably concealing them from view in a manner approved by the Design Committee; 4) to the extent possible, garage doors shall remain closed at all times; and 5) the use of any electronic, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 8:00 p.m., unless in an emergency.

9.13 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property, except as provided herein or in any Supplemental Declaration. This Section 9.13 is not intended to prohibit the keeping of domesticated dogs, domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the Board, in its reasonable judgment, and are kept in compliance with the laws and ordinances of Canyon County. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs, and/or an Owner's failure to clean-up the excrement of that Owner's dog shall be considered a nuisance. In addition, on all Lots within the Phase 1 Property, such Owners may keep such animals on an annual basis consistent with or used in connection with 4-H or Future Farmers of America type projects. Such permitted animals include sheep, goats and rabbits, but do not include pigs, horses or cows. No animals shall be permitted to roam free off any Lot. Animal structures are governed by the Design Guidelines.

9.14 No Mobile Homes or Temporary Structures. No house trailer, mobile home, tent (other than for short term recreational use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

9.15 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Design Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage

which is shown on any plans approved by the Design Committee, which may include drainage from Common Area and Restricted Area over any Lot in the Property.

9.16 Grading. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of any applicable law or by the Design Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided for herein. All drainage from an Owner's Lot (inclusive of the Owner's roadway frontage) shall be retained on each individual Lot.

9.17 Water Rights Appurtenant to Subdivision Lands. Grantor owns certain water rights which are appurtenant to the Property and which may be utilized in the dual irrigation system which will supply non-potable irrigation water to the Property. Grantor hereby reserves unto itself any and all water rights appurtenant to the Property, and accordingly, Owners of any and all Lots shall have no right, title or interest in any of said water or water rights.

9.18 Energy Devices, Outside. No energy production devices, including, without limitation, generators of any kind, shall be constructed or maintained on any portion of the Property without the written approval of the Design Committee, except for mechanical equipment shown in the plans approved by the Design Committee. This Section 9.18 shall not apply to solar energy systems incorporated into the approved design of a residential structure.

9.19 Signs. Except for one (1) sign allowed on a Lot, no other or additional signs of any kind, including, without limitation, "for sale" and "open house" signs, shall be displayed on or from any portion of the Property except those signs approved by the Design Committee, or signs of Grantor or its representatives, agents, employees or assigns, or signs required by law.

9.20 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Design Guidelines, or as otherwise required to ensure the safety of the residents of the Property, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed until after an Owner has received Design Committee approval for construction of residential Improvements on the Owner's Lot. No transmitter antennae are permitted on any Lot that interfere with electronic reception or transmission on any other Lot.

9.21 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by Grantor, so long as Grantor owns a Lot in the Property, and the Board of the Association. Any such further subdivision shall be consistent with all applicable city, county and state laws, rules, regulations and ordinances. This Section shall not apply to any Lot owned by Grantor.

9.22 Leasing. There shall be no leasing of any Lot and the residential dwelling thereon within twenty-four (24) months after the purchase thereof. Thereafter, the Owner of a Lot shall

have the right to lease such Lot and residential dwelling thereon, subject to the following conditions: 1) all leases shall be in writing and a copy shall be provided to the Association; 2) the lease shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the Lease; and 3) the Owner shall be liable for any violation of the Project Documents committed by the tenants of the Owner, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant. In all events, a tenant shall not be considered a Member or otherwise eligible to vote in any Association.

9.23 Grantor's Right of Development. Nothing contained in this First Amended and Restated Master Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property or Britannia Heights. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Grantor may use any structures owned or controlled by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Design Committee approval of any Improvement constructed or placed by Grantor, or its affiliated entities, on any portion of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Canyon County Recorder's Office.

Grantor, in Grantor's discretion and in accordance with all applicable zoning laws and the Development Plan, may amend and modify the Development Plan. By acceptance of a deed to any portion of the Property, each Owner of a Lot thereby acknowledges and agrees the Development Plan for the Property may be amended, modified or changed in Grantor's discretion, so long as the Development Plan is consistent with zoning laws and the Development Plan. Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property, Britannia Heights or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

No provision of this First Amended and Restated Master Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property or Britannia Heights, including the completion of additional Phases, any subdivision or resubdivision of the Property or Britannia Heights, or to construct Improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property or Britannia Heights, including the Common Area, Restricted Area or any public or private right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

9.24 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property, including, without limitation, any and all portions of the Property subject to regulation by the U.S. Army Corps of Engineers as wetlands areas.

ARTICLE 10 EASEMENTS

10.1 Owners: Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this First Amended and Restated Master Declaration, as supplemented and amended from time to time.

10.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area, to such Owner's tenants, employees, family, guests or invitees, subject to the Association Rules.

10.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

10.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area or Restricted Area adjacent thereto, or as between adjacent Lots, due to the unwillful placement or settling or shifting of the Improvements including, without limitation, structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this First Amended and Restated Master Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 10.4. Notwithstanding the foregoing, no such encroachment shall be deemed to alter any Lot line as shown on any Plat, whether by agreement or by operation of law.

10.5 Maintenance and Use Easement Between Walls and Property. Whenever the wall of a structure, a fence, eave or overhang constructed on a Lot pursuant to the Design Committee's approval is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

10.6 Party Walls. Lots may include Party Walls. To the extent any Party Wall exists, there is hereby created a common reciprocal easement for the location of such Party Wall. Each

Owner shall have the right to use the surface of any Party Wall contained within the interior of the Owner's Lot, provided that an Owner shall not drive, place or cause to be driven or placed any nail, bolt, screw or other object into a Party Wall which penetrates a Party Wall equal to or greater than the Party Walls' width. The Owner shall respectively own to the centerline of any Party Wall. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of such Party Wall. Such Party Wall shall be maintained in good condition by the Owners thereof, free of structural defects and using reasonable care to avoid injury to the adjoining property. Notwithstanding any other provisions in this Section 10.6, an Owner who by negligent or willful act(s) causes a Party Wall to be damaged and/or exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and/or repair to such Party Wall. If such Party Wall is destroyed or damaged by fire or other casualty, either Owner may restore such Party Wall and the other Owner shall contribute one-half (1/2) of the cost of such restoration. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

10.7 Easements of Access. Grantor expressly reserves for the benefit of all the Property, reciprocal easements of ingress and egress for all Owners to and from their respective Lots and for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots, Common Areas and Restricted Areas resulting from the normal use of adjoining Lots, Common Areas or Restricted Areas, and for necessary maintenance and repair of any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area.

10.8 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this First Amended and Restated Master Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property or Britannia Heights. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property or Britannia Heights, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property or Britannia Heights until close of escrow for the sale of the last Lot in the Property or Britannia Heights, whichever occurs later.

The Owners of Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however that any Owner, Association, designated Person or the Grantor having an interest in the landscaping easement described in this Article 10, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Design Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where

Improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area or Restricted Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefore.

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

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

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

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

10.11 General Landscape Easement. An easement is hereby reserved to the Association, its contractors, employees, and agents, to enter those portions of Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

10.12 Grantor's Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

10.13 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the First Amended and Restated Master Declaration, as amended and supplemented

from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 10, even though no specific reference to such easements or to this Article 10 appears in the instrument for such conveyance.

10.14 Waterway Easements. Grantor hereby reserves an easement for all Waterways and related pipes, pumps and other equipment over, across, under and through all Lots, Common Areas, and Restricted Areas to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property, or pursuant to plans and specifications approved by the Design Committee. The Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable governmental or quasi-governmental authority for all such maintenance conducted by the Association. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which unreasonably interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterway. Under no circumstances whatsoever shall the Waterways be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming.

10.15 Reservation for Expansion. Grantor hereby reserves to itself and for Owners of Lots and existing and additional Phases of the Property a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of the Common Area. The location of these easements and rights-of-way must be approved and may be documented by Grantor by recorded instruments.

10.16 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or Persons to enter upon the Property in the proper and lawful performance of their duties.

10.17 Maintenance Easement. An easement is hereby reserved to Grantor, which may be granted to the Association, and any member of the Board or manager, if any, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and Phases and a right to make such use of the Lots and Phases as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Lot or Phase for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Lot or Phase as required by the Project Documents.

10.18 Public Utility and Irrigation Easement. Lots 35 and 36 of the Phase 1 Property are subject to a blanket public utilities and irrigation easement.

10.19 Permanent Access Easement. Grantor hereby establishes, declares and grants, subject to the terms contained in this First Amended and Restated Master Declaration, a perpetual, non-exclusive access easement for vehicular and pedestrian ingress and egress and the installation

and maintenance of utility improvements on, over, under and across the following portions of the Property: (i) those portions of the Property depicted as “Private Road and Public Utilities Easement” in the Phase 1 Plat, including the roadways labeled E. Stonecastle Drive, S. Knightsbridge Lane, E. Bentley Drive, S. Falkirk Lane and E. Tyneside Way; (ii) Lot 44 of the Phase 2 Property; and (iii) Lot 69 of the Phase 3 Property.

10.20 Easement for Future Access. Lots 8 and 9 of the Phase 1 Property, Lots 43 and 53 of the Phase 2 Property, and Lots 64 and 67 of the Phase 3 Property are subject to an easement, as shown on such Plats, for use as a future roadway and placement of utilities. Grantor reserves the right to construct roadway improvements and place utilities on, over, across and through the easement for access to and from the Property and the property to the west and east, as the case may be, of the such Lots. Grantor’s failure to use such easement for any period of time shall not be considered an abandonment of such easement.

ARTICLE 11 RESOLUTION OF DISPUTES

11.1 Agreement To Avoid Litigation. Grantor, the Association, its officers, Directors and committee members, all Persons subject to this First Amended and Restated Master Declaration and any Person not otherwise subject hereto who agrees to submit to this Section (collectively, “**Bound Parties**”), agree to encourage the amicable resolution of disputes within the Property and Britannia Heights between or among any of the Bound Parties without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that upon the filing of any claims, grievances or disputes as described in Section 11.2 (“**Claims**”) in any court of law (other than small claims court), that such claims shall be subject to court-ordered mediation prior to discovery and that each Bound Party shall negotiate in good faith to resolve such claim.

11.2 Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Project Documents, or the rights, obligations and duties of any Bound Party under the Project Documents shall be subject to the provisions of Section 11.1.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 11.1.

(i) any suit by the Design Committee against any Bound Parties to enforce such Bound Parties’ compliance with this First Amended and Restated Master Declaration, the Design Guidelines or any other Project Document.

(ii) any suit by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under this First Amended and Restated Master Declaration or the Project Documents;

(iii) any suit by Grantor or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo or enforce any provision of the

Project Documents and preserve Grantor's or the Association's ability to act under and enforce rules under any applicable covenants;

(iv) any suit between or among Owners, which does not include Grantor or the Association or their owners, officers and Directors as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Project Documents;

(v) any suit in which any indispensable party is not a Bound Party; and

(vi) any suit which otherwise would be barred by any applicable statute of limitations.

Provided, however, with the consent of all parties thereto, any of the above may be submitted to the procedures set forth in Section 11.1.

ARTICLE 12 INSPECTION OF THE ASSOCIATION'S BOOKS AND RECORDS

12.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board shall prescribe. No Member or any other Person, excluding Grantor, shall copy the membership register for the purposes of solicitation of or direct mailing for any non-Association related purpose to any Member of the Association.

12.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 12.

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

ARTICLE 13 DEFINITIONS

13.1 "Abandoned or Inoperable Vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

13.2 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association, as the same may be amended or revised from time to time.

13.3 "Assessments" shall mean those payments required of Owners who are Association Members, including Regular, Special and Limited Assessments.

13.4 “Association” shall mean the Idaho profit or non-profit corporation, or its successors, organized and established by Grantor to exercise the powers and to carry out the duties set forth in this First Amended and Restated Master Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the “Brittania Heights Homeowners Association, Inc.”, or any similar name which fairly reflects its purpose. The Association shall have no right, title or interest in the name “Brittania Heights” stylized or otherwise, or any logo in connection therewith except as may be granted by Grantor.

13.5 “Association Rules” shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

13.6 “Board” shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

13.7 “Building Envelope” shall mean the area within a Lot where a residential structure and accessory structures may be located, always subject to the prior written approval of the Design Committee. Building Envelopes shall be designated by the Grantor by describing such an area on a recorded Plat, reserving it in a deed or other instrument, or by designating it as such in this First Amended and Restated Master Declaration, any Supplemental Declaration or the Design Guidelines. If a Building Envelope is not so designated within a Lot, then the Building Envelope shall be that portion of the Lot not located within legal setback areas or designated easements.

13.8 “Bylaws” shall mean the Bylaws of the Association, as the same may be amended or revised from time to time.

13.9 “Common Area” shall mean any or all parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members, including personal property or improvements located thereon, including without limitation, all such parcels that are designated on a Plat or otherwise by Grantor as roads, Common Area Lots, streets, drives, parking areas or drives, common open space, pastures, wildlife habitat, common landscaped areas, storage facilities, recreational facilities, other amenities and facilities, and Waterways. Common Area may be established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this First Amended and Restated Master Declaration or in any Supplemental Declaration. In addition, the Association may acquire any Common Area it deems necessary and/or beneficial to the Property. Common Area may include easement and/or license rights. Common Area shall mean Limited Common Area and/or Common Area, whichever is appropriate in the context of this First Amended and Restated Master Declaration.

13.10 “Common Area Lots” shall mean a lot within a Phase of Brittania Heights as specified or shown on any Plat and/or Supplemental Declaration as a “Common Area Lot.” Common Area Lots shall be deemed Common Area for the purposes of this First Amended and Restated Master Declaration.

13.11 “Design Committee” shall mean the Design Committee, the Initial Improvement Committee and/or the Subsequent Improvement Committee created by Grantor pursuant to Article 5 hereof, whichever is appropriate in the context of this First Amended and Restated Master Declaration.

13.12 “Design Guidelines” shall mean the design guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 5.

13.13 “Development Plan” shall mean the existing development approvals obtained by Grantor from Canyon County, Idaho, and/or any other development plans for which Grantor may from time to time obtain approval.

13.14 “Discretion” or “discretion” shall mean the freedom or authority to act according to one’s own judgment.

13.15 “First Amended and Restated Master Declaration” shall mean this First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Britannia Heights, as it may be amended and supplemented from time to time.

13.16 “First Mortgage” shall mean any Mortgage which is not subordinate to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

13.17 “Grantor” shall mean Britannia Heights LLC, an Idaho limited liability company, or its successors in interest, or any Person to whom the rights under this First Amended and Restated Master Declaration are expressly transferred, in whole or in part, other than a transfer to individual Owners, by Britannia Heights LLC, or its successors.

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

13.19 “Limited Assessment” shall mean a charge against a particular Owner and such Owner’s Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement, and operation activities performed pursuant to the provisions of this First Amended and Restated Master Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement, and operation activities performed for any Common Area, Restricted Area, Maintenance Property or the failure of an Owner to keep the Owner’s Lot in proper repair, and including interest thereon as provided in this First Amended and Restated Master Declaration or a

Supplemental Declaration or for any unpaid fines levied against an Owner as provided herein or in any schedule of fines established by the Board, or for any goods or services provided by the Association benefiting less than all Owners.

13.20 "Limited Common Area" shall mean those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Property by describing such area on a recorded plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this First Amended and Restated Master Declaration or any Supplemental Declaration. The term Common Area as used in this First Amended and Restated Master Declaration shall include Limited Common Area.

13.21 "Lot" shall mean a lot within a Phase of Britannia Heights as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. For voting, membership and Assessment purposes herein, "Lot" shall not include any lot designated on a Plat and/or by Supplemental Declaration as Common Area, Common Area Lots or Restricted Area.

13.22 "Maintenance Property" shall mean any real or personal property on the Property or the general vicinity of the Property not owned by the Association, but which the Association operates and/or maintains for the benefits which will accrue to the Property and its Owners, including, without limitation, any signs, benches, lights, trails, parks, or other open space and lands.

13.23 "Member" shall mean each Owner holding a membership in the Association, including Grantor.

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

13.25 "Occupant" shall mean any resident or occupant of a Lot other than the Owner, including, without limitation, family members, guests, invitees and tenants.

13.26 "Oversized Vehicles" shall be defined as vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening.

13.27 "Owner" shall mean the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

13.28 "Owner Storm Drainage Swale Area" shall mean that area located within the Permanent Access Easement which is not improved with Roadway Improvements and is hereby designated for the placement by each Owner of all storm drainage facilities, including without limitation, drainage pipes and collection areas for the collection of storm water drainage from each such Owner's Lot.

13.29 “Permanent Access Easement” shall mean the perpetual, non-exclusive access easement for vehicular and pedestrian ingress and egress and the installation and maintenance of utility improvements on, over, under and across the following portions of the Property: (i) those portions of the Property depicted as “Private Road and Public Utilities Easement” in the Phase 1 Plat, including the roadways labeled E. Stonecastle Drive, S. Knightsbridge Lane, E. Bentley Drive, S. Falkirk Lane and E. Tyneside Way; (ii) Lot 44 of the Phase 2 Property; and (iii) Lot 69 of the Phase 3 Property. The Permanent Access Easement includes the Roadway Improvements and the Owner Storm Drainage Swale Area.

13.30 “Person(s)” shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

13.31 “Phase” shall mean a defined portion of the Property which has been designated as a Phase by recorded Supplemental Declaration. Each Phase shall contain one or more Lots.

13.32 “Phase 1 Property” shall mean that real property legally described on Exhibit B, made subject to this First Amended and Restated Master Declaration hereby, which is all that certain real property shown on the Phase 1 Plat.

13.33 “Plat” shall mean any subdivision plat covering any portion of the Property, including, without limitation, the Phase 1 Plat, as recorded in the Canyon County Recorder’s Office as the same may be amended by duly recorded amendments thereof.

13.34 “Project Documents” shall mean the basic documents creating and governing the Property including, without limitation, this First Amended and Restated Master Declaration, any Supplemental Declaration, Articles of Incorporation and Bylaws of the Association, any Association Rules, the Design Guidelines and any other procedures, rules, regulations or policies adopted under such documents by the Association or the Design Committee.

13.35 “Regular Assessment” shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area, Restricted Area and the Maintenance Property, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this First Amended and Restated Master Declaration or a Supplemental Declaration.

13.36 “Restricted Area” shall mean that portion of the Property which is not Common Area or Lots, but is owned or leased, operated or maintained by the Association. Restricted Area may be established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this First Amended and Restated Master Declaration, any Supplemental Declaration or the Design Guidelines. In addition, the Association may acquire any Restricted Area it deems necessary and/or beneficial to the Property and/or the Owners. Restricted Area may include easement, lease and/or license rights. Restricted Area shall not be subject to use by Members, Owners or any Person; provided however, that the Association shall have the power to convert any Restricted Area into Common Area or to allow limited or selective uses of the Restricted Area.

13.37 “Roadway Improvements” shall mean those improvements constructed within the Permanent Access Easement and intended for vehicular and pedestrian ingress and egress on, over, under and across those portions of the Property described as: (i) E. Stonecastle Drive, S. Knightsbridge Lane, E. Bentley Drive, S. Falkirk Lane and E. Tyneside Way in the Phase 1 Property; (ii) Lot 44 of the Phase 2 Property; and (iii) Lot 69 of the Phase 3 Property, as such improvements may be constructed from time to time.

13.38 “Special Assessment” shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this First Amended and Restated Master Declaration or a Supplemental Declaration.

13.39 “Supplemental Declaration” shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted by Grantor with respect to any Phase or any portion of the Property.

13.40 “Waterway” shall mean any surface water amenity, including, without limitation, any irrigation system, lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property.

ARTICLE 14 MISCELLANEOUS

14.1 Annexation of Other Properties.

14.1.1 Right of Grantor to Annex Other Properties. Grantor, for so long as Grantor owns any Lot or any portion of Britannia Heights, may, in its discretion, at any time and from time to time and without having to obtain the consent, approval or signature of any Person or Association (other than the title holder of such additional real property), elect to bring real property in addition to that set forth on Exhibit A (whether or not owned by it) within the jurisdiction of this First Amended and Restated Master Declaration (the “**Annexed Property**”); provided, however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Grantor is not obligated in any manner by this First Amended and Restated Master Declaration to annex additional real property to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property or to be included within the jurisdiction of this First Amended and Restated Master Declaration without the prior express written consent and approval of Grantor.

14.1.2 Supplement. The additions authorized by the provisions of this Article shall be made by recording in the Canyon County Recorder’s office a Supplement with respect to any Annexed Property, which shall extend the jurisdiction of this First Amended and Restated Master Declaration to the property to be so annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Grantor. In addition, each Supplement for Annexed Property shall contain such Restrictions as are not inconsistent with the intent and purpose of this First Amended and Restated Master Declaration. Upon recording any Supplement for Annexed Property, the provisions of this First Amended and Restated Master Declaration (except as

modified, altered, limited or supplemented in the Supplement) shall apply to such Annexed Property as if such Annexed Property had been part of the Property upon the effective date of this First Amended and Restated Master Declaration.

14.2 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this First Amended and Restated Master Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Canyon County Recorder's Office.

14.3 Amendment.

14.3.1 By Grantor. Until the recordation of the first deed to a Lot, the provisions of this First Amended and Restated Master Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively "amendment") by Grantor by recordation of a written instrument setting forth such amendment. In addition, Grantor, regardless of whether it has conveyed any Lot(s) to an Owner, shall have the exclusive right, power and authority to amend this First Amended and Restated Master Declaration, any Supplemental Declaration or any of the Project Documents, at any time and at its discretion, to comply with any and all requirements and conditions of the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and the Federal Home Loan Mortgage Corporation ("FHLMC").

14.3.2 By Owners. Except as provided in Sections 14.3.1 and 14.3.3, after the recordation of the first deed to a Lot, any amendment to any provision of this First Amended and Restated Master Declaration, other than to this Article 14, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than fifty percent (50%) of the total voting power in the Association, except where a greater percentage is required by express provision in this First Amended and Restated Master Declaration, and such amendment shall be effective upon its recordation with the Canyon County Recorder's Office. Any amendment to this Article 14 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

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

14.4 Notices. Any notices permitted or required to be delivered as provided in this First Amended and Restated Master Declaration shall be in writing and may be delivered either personally, by electronic mail, by fax, by mail or overnight delivery. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Canyon County tax assessor's rolls. If delivery is made by electronic mail or by fax, it shall be deemed delivered on the date sent, if sent prior to 5:00 p.m. and delivery is confirmed by the transmitting fax machine and not returned as undeliverable by electronic mail. If delivery is made by overnight mail, it shall be deemed to have been delivered the day after deposit with the overnight courier. Such address may be changed from time to time by notice in writing to the Association.

14.5 Enforcement and Non-Waiver.

14.5.1 Right of Enforcement. Grantor, for so long as Grantor is the Class B Member, and thereafter, the Association, shall have the right to enforce any or all of the provisions hereof against any Lot within the Property and against the Owners thereof. In the event Grantor or the Association fails to enforce any provisions requested in writing by an Owner within thirty (30) days after receipt of such written request, such Owner may take enforcement action.

14.5.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

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

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

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

14.6 Use of Trademark. Each Owner by acceptance of a deed for such Owner's Lot shall be deemed to acknowledge that "Brittania Heights" is a service mark and trademark of Brittania Heights LLC, or its licensees, and to covenant that such Owner shall not use the term "Brittania Heights" without the prior written permission of Brittania Heights LLC, or its licensees.

14.7 Interpretation. The provisions of this First Amended and Restated Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the

development and operation of the Property. This First Amended and Restated Master Declaration shall be construed and governed under the laws of the State of Idaho.

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

14.7.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 14.7.1, each of the provisions of this First Amended and Restated Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

14.8 Successors and Assigns. All references herein to Grantor, Owners, Members, the Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Members, Association or Person.

14.9 Owners' Acknowledgements. The following acknowledgments identify additional information currently known by Grantor about Britannia Heights which each Owner should consider when purchasing a Lot in Britannia Heights. Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of governmental or municipal organizations claiming jurisdiction over Britannia Heights, or how such requirements may impact the future development plans of Britannia Heights. Each Owner, by accepting a deed to any Lot, acknowledges and agrees to the following:

14.9.1 Development Documents. As part of the approval to develop Britannia Heights, Grantor obtained approval of all preliminary and final plats, including plats for specific Phases of the development, and approval from various governmental and quasi-governmental agencies and each Owner understands and agrees to comply with all such approvals and the conditions contained therein;

14.9.2 Pressurized Irrigation System. Owner understands that non-potable water supplied to the Property, including irrigation of the Common Area, Restricted Area and Lots, will be supplied by the Nampa & Meridian Irrigation District through a pressurized irrigation system which will be owned, operated and maintained by the Nampa & Meridian Irrigation District. Each Owner acknowledges that Nampa & Meridian Irrigation District and the

Association may promulgate rules and regulations, including water use schedules, controlling the allocation, distribution and flow of water among the various Lots and each Owner hereby agrees to comply with such rules and regulations.

14.9.3 Irrigation System Assessments. Each Owner agrees to pay when due all assessments levied by Nampa & Meridian Irrigation District for maintenance, repair and replacement of the pressurized irrigation system and any and all assessments or related charges levied by the Association for the administration and enforcement of the rules, regulations and use schedules;

14.9.4 Secondary Sources of Water. If the Nampa & Meridian Irrigation District fails to provide sufficient water for the irrigation of the Common Area, Restricted Area, Maintenance Area and Lots, Grantor, the Association or any other entity shall have the right to provide water from such secondary sources of water as Grantor, the Master Associates or other entity shall deem appropriate and to charge the costs and expenses of providing such water to the Owners as a Special Assessment. Nothing herein, however, shall obligate Grantor, the Association or any other entity to provide any secondary sources of water;

14.9.5 Adjacent Property. There are property owners, private and public, adjacent to the Property and Grantor cannot predict or control any future development plans for these adjacent lands including without limitation the development of any adjacent properties, streets, roads or rights-of-way located within such property;

14.9.6 Gravel Mining Operations. Each Owner acknowledges the existence of a gravel mining operation in the vicinity of the Property and understands that the owner/operator thereof has the right to continue the lawful and proper operation thereof.

14.9.7 No Water Rights Transferred with Lot. Owner acknowledges that the Grantor has reserved unto itself any and all water rights appurtenant to the Property and, accordingly, Owners have no right, title or interest in any of such water or water rights;

14.9.8 Phased Development. Owner acknowledges that the development of Britannia Heights will be phased over time and construction activities will be present on the Property and/or Britannia Heights throughout the development process. Owner recognizes that the development of the Property or Britannia Heights and creation of Phases may change from time to time in Grantor's discretion, and no Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property or Britannia Heights, or any additional property annexed to the Property and that this acknowledgment and agreement is a material consideration to Grantor;

14.9.9 Wetlands. Certain areas within the Property may be subject to regulation of the United States Army Corps of Engineers as wetlands areas. No Owner shall be permitted to fill, dig, dredge or otherwise interfere with any such Wetlands area. Owner further acknowledges that any use of such Wetlands areas is subject to the restrictions set forth in Section 9.24;

14.9.10 Acceptance of Lots “As Is”. That Owner has accepted title to the Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes the Lot(s) “As Is, Where Is.”

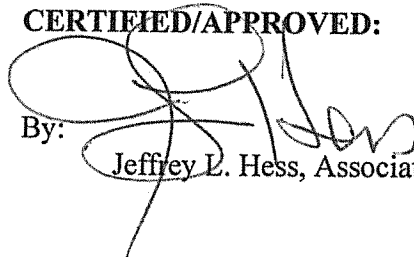
14.9.11 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

CERTIFICATION OF ASSOCIATION

Pursuant to Section 14.3.2 of the Declaration, the undersigned President and Secretary of the Association hereby certify and attest that the foregoing First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Britannia Heights Subdivision was approved by the written consent of Members representing more than fifty percent (50%) of the total voting power in the Association.

IN WITNESS WHEREOF, this Certification of Association is executed effective as of this 4 day of April, 2017.

CERTIFIED/APPROVED:

By: 
Jeffrey L. Hess, Association President

ATTEST:


By: 
Matt Hawkins, Association Secretary

EXHIBIT A

Legal Description of the Property

[attached]

claiborn ▲ waite consulting, llc

engineers & surveyors
120 N. Curtis Rd.
Boise, Idaho 83706
(208) 376-8555
Fax (208) 429-9862

P.N. 2194

January 26, 2006
Revised February 23, 2007

PROPOSED BRITANNIA HEIGHTS SUBDIVISION
BOUNDARY DESCRIPTION

A portion of land located in the Southeast 1/4 of the Northeast 1/4 of Section 29, T.3N., R.1W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 29, thence S 00° 49' 32" W along the East boundary of said Section 29 also being the centerline of McDermott Rd. for a distance of 1854.89 feet to the **REAL POINT OF BEGINNING**;

thence continuing S 00° 49' 32" W along said East boundary and centerline for a distance of 801.60 feet to the Southeast corner of the Northeast 1/4 of said Section 29 (East 1/4);

thence leaving said East boundary and centerline N 88° 46' 17" W along the South boundary of said Northeast 1/4 for a distance of 1337.15 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 29;

thence leaving said South boundary N 00° 53' 26" E along the West boundary of said Southeast 1/4 of the Northeast 1/4 for a distance of 1328.48 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4;

thence S 88° 46' 05" E along the North boundary of said Southeast 1/4 of the Northeast 1/4 for a distance of 684.75 feet to a point on the centerline of the Ridenbaugh Canal;

thence along the centerline of the Ridenbaugh Canal for the following nine courses:

\\Spod1\projects\Britannia (2194)\Documents\Britannia.doc-1

S 54° 59' 32" E for a distance of 171.22 feet to a point of curve to the right;

thence along said curve to the right for an arc distance of 64.28 feet, said curve having a radius of 187.37 feet, a central angle of 19° 39' 23", and a long chord which bears S 45° 09' 50" E for a distance of 63.97 feet to a point of tangent;

thence S 35° 20' 09" E for a distance of 43.34 feet to a point of curve to the right;

thence along said curve to the right for an arc distance of 41.28 feet, said curve having a radius of 66.41 feet, a central angle of 35° 36' 51", and a long chord which bears S 17° 31' 44" E for a distance of 40.62 feet to a point of tangent;

thence S 00° 16' 42" W for a distance of 101.39 feet to a point of curve to the left;

thence along said curve to the left for an arc distance of 70.78 feet, said curve having a radius of 100.75 feet, a central angle of 40° 15' 05", and a long chord which bears S 19° 50' 50" E for a distance of 69.33 feet to a point of tangent;

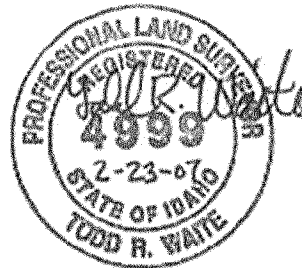
thence S 39° 58' 23" E for a distance of 13.99 feet to a point of curve to the left;

thence along said curve to the left for an arc distance of 79.91 feet, said curve having a radius of 141.05 feet, a central angle of 32° 27' 39", and a long chord which bears S 56° 12' 12" E for a distance of 78.85 feet to a point of tangent;

thence S 72° 26' 02" E for a distance of 338.48 feet to the POINT OF BEGINNING;

containing 35.85 acres of land more or less.

Prepared by: Todd R. Waite P.L.S.



WAITE

land surveying, llc

2710 Sunrise Rim Road, Suite 240 Boise, ID 83705
208.947.3830 Tele. 208.947.3829 Fax

P.N. 2289

July 9, 2007

Revised March 5, 2008

PROPOSED BRITANIA SUBDIVISION NO. 2 BOUNDARY DESCRIPTION

A parcel of land located in the Southeast 1/4 of Section 29, T.3N., R.1W., B.M., Canyon County, Idaho, and being more particularly described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 29 (South 1/4), from which the Center 1/4 corner bears N 00°56'50" E, 2647.66 feet;

thence N 00°56'50" E along the West boundary of said Southwest 1/4 of the Southeast 1/4, also being the centerline of S. Dewey Lane for a distance of 857.12 feet (formerly N 00°56'23" E, 856.93');

thence leaving said centerline S 88°42'49" E for a distance of 25.00 feet;

thence N 00°56'50" E for a distance of 466.70 feet to a point on the North boundary of said Southwest 1/4 of the Southeast 1/4;

thence S 88°42'49" E along the North boundary of said Southwest 1/4 of the Southeast 1/4 for a distance of 1313.56 feet to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 29;

thence N 00°53'18" E along the West boundary of said Northeast 1/4 of the Southeast 1/4 for a distance of 1325.21 feet (formerly N 00°52'47" E, 1325.15') to the Northwest corner of said Northeast 1/4 of the Southeast 1/4;

thence S 88°46'15" E along the North boundary of said Northeast 1/4 of the Southeast 1/4 for a distance of 784.55 feet (formerly S 88°46'50" E);

thence S 00°49'31" W for a distance of 1326.01 feet to a point on the South boundary of said Northeast 1/4 of the Southeast 1/4;

thence N 88°42'49" W along said South boundary for a distance of 405.98 feet;

thence leaving said South boundary S 00°52'47" W for a distance of 1325.53 feet (formerly S 00°52'48" W, 1325.43') to a point on the South boundary of said Section 29, also being the centerline of E. Amity Road;

thence N 88°39'24" W along said South boundary and centerline for a distance of 1720.18 feet to the point of beginning;

containing 75.92 acres of land, more or less.

Prepared by: Todd R. Waite P.L.S.

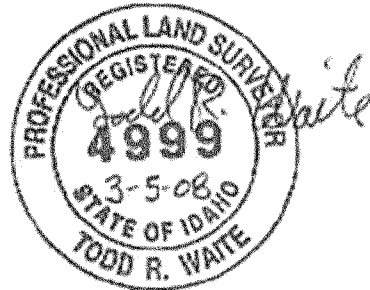


EXHIBIT B

Legal Description of Phase 1 Property

[attached]

claiborn ▲ waite consulting, llc

engineers & surveyors
120 N. Curtis Rd.
Boise, Idaho 83706
(208) 376-8555
Fax (208) 429-9862

P.N. 2194

January 26, 2006
Revised February 23, 2007

PROPOSED BRITANIA HEIGHTS SUBDIVISION
BOUNDARY DESCRIPTION

A portion of land located in the Southeast 1/4 of the Northeast 1/4 of Section 29, T.3N., R.1W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 29, thence S 00° 49' 32" W along the East boundary of said Section 29 also being the centerline of McDermott Rd. for a distance of 1854.89 feet to the **REAL POINT OF BEGINNING**;

thence continuing S 00° 49' 32" W along said East boundary and centerline for a distance of 801.60 feet to the Southeast corner of the Northeast 1/4 of said Section 29 (East 1/4);

thence leaving said East boundary and centerline N 88° 46' 17" W along the South boundary of said Northeast 1/4 for a distance of 1337.15 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 29;

thence leaving said South boundary N 00° 53' 26" E along the West boundary of said Southeast 1/4 of the Northeast 1/4 for a distance of 1328.48 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4;

thence S 88° 46' 05" E along the North boundary of said Southeast 1/4 of the Northeast 1/4 for a distance of 684.75 feet to a point on the centerline of the Ridenbaugh Canal;

thence along the centerline of the Ridenbaugh Canal for the following nine courses:

\\Spud1\projects\Brittania (2194)\Documents\Britannia.doc-1

S 54° 59' 32" E for a distance of 171.22 feet to a point of curve to the right;

thence along said curve to the right for an arc distance of 64.28 feet, said curve having a radius of 187.37 feet, a central angle of 19° 39' 23", and a long chord which bears S 45° 09' 50" E for a distance of 63.97 feet to a point of tangent;

thence S 35° 20' 09" E for a distance of 43.34 feet to a point of curve to the right;

thence along said curve to the right for an arc distance of 41.28 feet, said curve having a radius of 66.41 feet, a central angle of 35° 36' 51", and a long chord which bears S 17° 31' 44" E for a distance of 40.62 feet to a point of tangent;

thence S 00° 16' 42" W for a distance of 101.39 feet to a point of curve to the left;

thence along said curve to the left for an arc distance of 70.78 feet, said curve having a radius of 100.75 feet, a central angle of 40° 15' 05", and a long chord which bears S 19° 50' 50" E for a distance of 69.33 feet to a point of tangent;

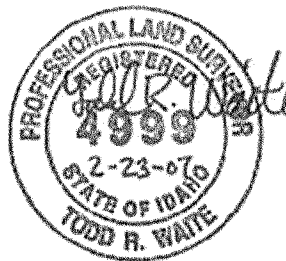
thence S 39° 58' 23" E for a distance of 13.99 feet to a point of curve to the left;

thence along said curve to the left for an arc distance of 79.91 feet, said curve having a radius of 141.05 feet, a central angle of 32° 27' 39", and a long chord which bears S 56° 12' 12" E for a distance of 78.85 feet to a point of tangent;

thence S 72° 26' 02" E for a distance of 338.48 feet to the POINT OF BEGINNING;

containing 35.85 acres of land more or less.

Prepared by: Todd R. Waite P.L.S.

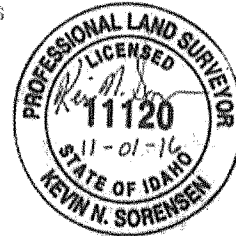


\\Spud1\projects\Brittania (2194)\Documents\Brittania.doc-2

EXHIBIT C

Legal Description and Depiction of Phase 2 Property

[attached]



Project: 130069
Date: November 01, 2016
Page: 1 of 1

Brittania Heights No. 2

A parcel of land situated in a portion of the NE1/4 of the SE1/4 of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

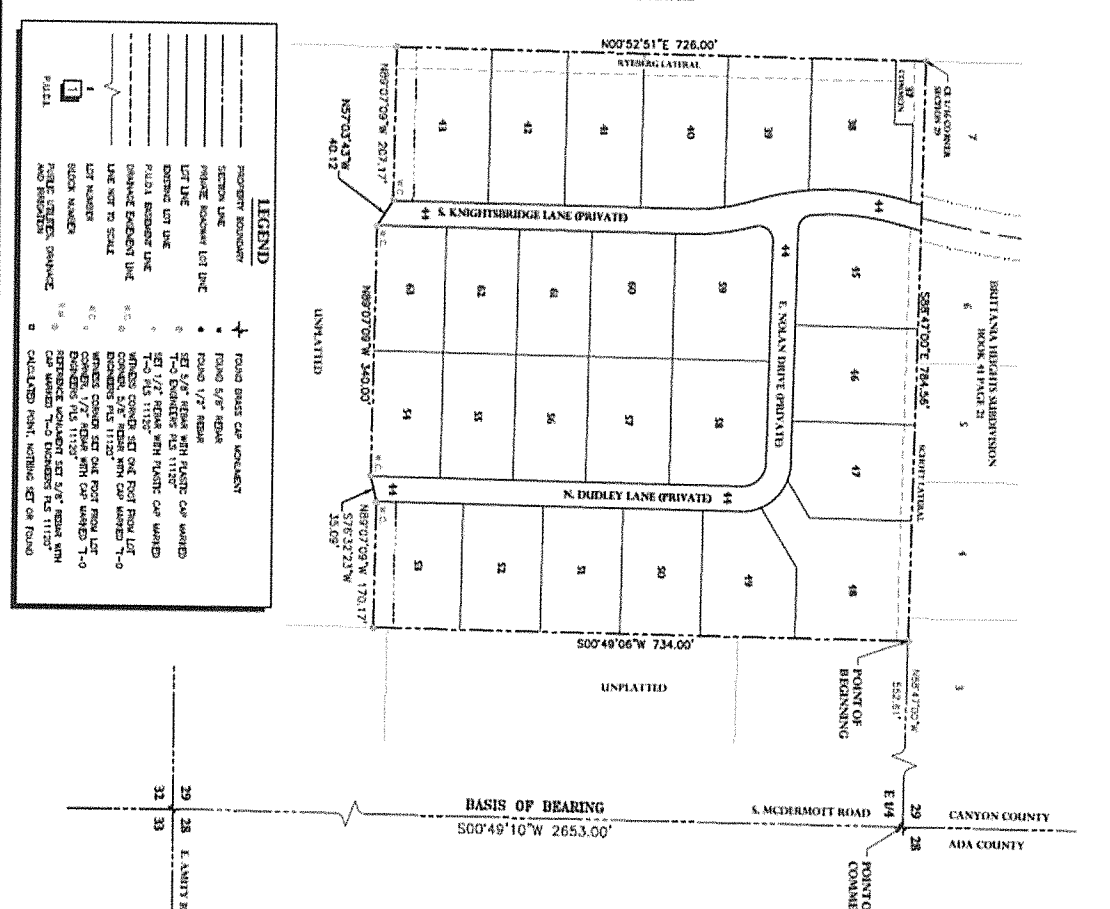
COMMENCING at a 5/8 inch rebar marking the corner common to the northeast corner of said SE1/4 and the southeast corner of Brittania Heights Subdivision as recorded in the official records of Canyon County in Book 41 at Page 21, from which a brass cap monument marking the southeast corner of said Section 29 bears S00°49'10"W a distance of 2653.00 feet, thence along the line common to the north line of said SE1/4 and the south line of said Brittania Heights Subdivision N88°47'00"W a distance of 552.61 feet to a 5/8 inch rebar marking the **POINT OF BEGINNING**;

- 1) Thence leaving said common line S00°49'06"W a distance of 734.00 feet to a 5/8 inch rebar;
- 2) Thence N89°07'09"W a distance of 170.17 feet to a 5/8 inch rebar;
- 3) Thence S76°32'23"W a distance of 35.09 feet to a 5/8 inch rebar;
- 4) Thence N89°07'09"W a distance of 340.00 feet to a 5/8 inch rebar;
- 5) Thence N57°03'43"W a distance of 40.12 feet to a 5/8 inch rebar;
- 6) Thence N89°07'09"W a distance of 207.17 feet to a 5/8 inch rebar on the west line of said NE1/4 of the SE1/4;
- 7) Thence along said west line N00°52'51"E a distance of 726.00 feet to a 5/8 inch rebar marking the corner common to the northwest corner of said SE1/4 and the southwest corner of said Brittania Heights Subdivision;
- 8) Thence leaving said west line and along said common line S88°47'00"E a distance of 784.56 feet to the **POINT OF BEGINNING**.

CONTAINING 13.28 acres more or less.

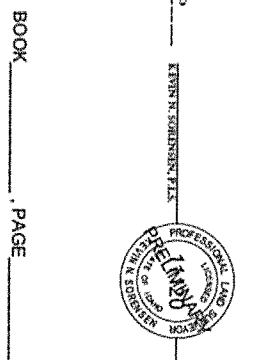


FINAL PLAT FOR
BRITANNIA HEIGHTS SUBDIVISION
 A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 29
 TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN
 CANYON COUNTY, IDAHO 2006



LEGEND

	RIGHT OF WAY
	EASEMENT
	SECTION LINE
	PROPERTY BOUNDARY
	5/8\"/>
	1/2\"/>
	1/4\"/>
	3/4\"/>
	1\"/>
	1 1/2\"/>
	2\"/>
	3\"/>
	4\"/>
	6\"/>
	8\"/>
	10\"/>
	12\"/>
	14\"/>
	16\"/>
	18\"/>
	20\"/>
	24\"/>
	30\"/>
	36\"/>
	42\"/>
	48\"/>
	54\"/>
	60\"/>
	66\"/>
	72\"/>
	78\"/>
	84\"/>
	90\"/>
	96\"/>
	102\"/>
	108\"/>
	114\"/>
	120\"/>
	126\"/>
	132\"/>
	138\"/>
	144\"/>
	150\"/>
	156\"/>
	162\"/>
	168\"/>
	174\"/>
	180\"/>
	186\"/>
	192\"/>
	198\"/>
	204\"/>
	210\"/>
	216\"/>
	222\"/>
	228\"/>
	234\"/>
	240\"/>
	246\"/>
	252\"/>
	258\"/>
	264\"/>
	270\"/>
	276\"/>
	282\"/>
	288\"/>
	294\"/>
	300\"/>
	306\"/>
	312\"/>
	318\"/>
	324\"/>
	330\"/>
	336\"/>
	342\"/>
	348\"/>
	354\"/>
	360\"/>



PROFESSIONAL LAND SURVEYOR
IDAHO
STEFAN B. BROWN
 EXPIRES 12/31/2012

DATE OF THIS PLAT

T-O ENGINEERS
 302 N. BRIDGEMOOR WAY
 NAPA, IDAHO 83401-0173
 202.226.4444

PLAT NO. 152898-06-F-116-316
 SHEET NO. 1 OF 4

- NOTES**
1. LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 2. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 3. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 4. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 5. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 6. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 7. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 8. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 9. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 10. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 11. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 12. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 13. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 14. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 15. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 16. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 17. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 18. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 19. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.
 20. THE LOTS 31 & 32 ARE COMMON LOTS BELONGING TO THE BRITANNIA HEIGHTS SUBDIVISION, BOISE MERIDIAN, TOWNSHIP 3 NORTH, RANGE 1 WEST, CANYON COUNTY, IDAHO. THE RECORD DEED FOR THIS SUBDIVISION IS BOOK 41 PAGE 21.

EXHIBIT D

Legal Description and Depiction of Phase 3 Property

[attached]

Brittania Heights No. 3

A parcel of land situated in a portion of the NE1/4 of the SE1/4 of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the southeast corner of said Section 29, thence along the east line of said Section 29 N00°49'10"E a distance of 1326.45 feet to a 5/8 inch rebar marking the southeast corner of said NE1/4 of the SE1/4 (S1/16 corner), from which a 5/8 inch rebar marking the northeast corner of said NE1/4 of the SE1/4 (E1/4 corner) bears N00°49'10"E a distance of 1326.55, thence leaving said east line and along the south line of said NE1/4 of the SE1/4 N89°43'39"W a distance of 552.59 feet to a 5/8 inch rebar marking the **POINT OF BEGINNING**;

1) Thence continuing along said south line N88°43'39"W a distance of 786.01 feet to a 5/8 inch rebar marking the southwest corner of said NE1/4 of the SE1/4;

2) Thence leaving said south line and along the west line of said NE1/4 of the SE1/4 N00°52'51"E a distance of 599.24 feet to a 5/8 inch rebar marking the southwest corner of Brittania Heights Subdivision No. 2 as recorded in the official records of Canyon County in Plat Book ## at Pate ##;

~~3) Thence leaving said west line and along the south line of said Brittania Heights No. 2 the following five courses, S89°07'09"E a distance of 207.17 feet to a 5/8 inch rebar;~~

4) Thence S57°03'43"E a distance of 40.12 feet to a 5/8 inch rebar;

5) Thence S89°07'09"E a distance of 340.00 feet to a 5/8 inch rebar;

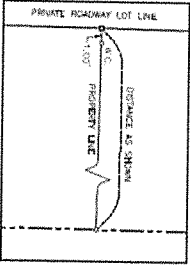
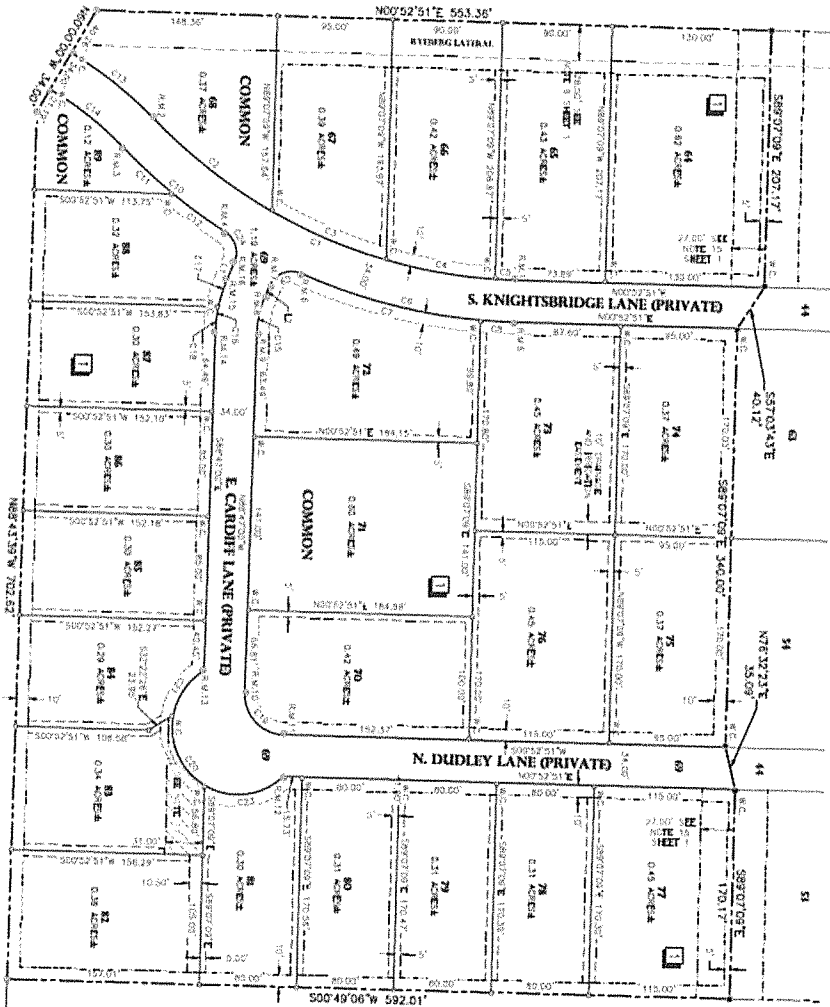
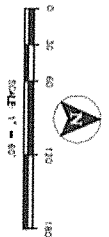
6) Thence N76°32'23"E a distance of 35.09 feet to a 5/8 inch rebar;

7) Thence S89°07'09"E a distance of 170.17 feet to a 5/8 inch rebar marking the southeast corner of said Brittania Heights No. 2;

8) Thence leaving said south line Brittania Heights No. 2 S00°49'06"W a distance of 592.01 feet to the **POINT OF BEGINNING**.

CONTAINING 10.62 acres more or less.

FINAL PLAT FOR BRITANNIA HEIGHTS SUBDIVISION NO. 3



DETAIL 'A'
NOT TO SCALE

PROFESSIONAL LAND SURVEYOR
 18420
 DANIEL J. BOGERT
 1000 N. 13TH ST. SUITE 100
 DENVER, CO 80202
 EDWARD NO. 8183

REFERENCE MON TABLE

P.M. BEARING	DISTANCE	BEARING	DISTANCE
S 89°07'09\"/>	202.17	S 87°03'43\"/>	40.17
S 87°03'43\"/>	40.17	S 87°03'43\"/>	340.00
S 87°03'43\"/>	340.00	N 70°27'21\"/>	170.17
N 70°27'21\"/>	170.17	S 89°07'09\"/>	202.17

BEARING AND DISTANCE ADJUSTED TO INTERSECTION POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°03'43\"/>	18.17
L2	N 70°27'21\"/>	8.04

BASE OF BEARINGS

THE BASE OF BEARINGS FOR THE POINTS IS OBTAINED FROM THE OBSERVATIONS MADE TO THE POINTS BY THE SURVEYOR. ALL BEARINGS ARE GIVEN AS TRUE BEARINGS. ALL DISTANCES ARE GIVEN AS TRUE DISTANCES.

CURVE TABLE

CURVE	LENGTH	BEARING	DELTA	BEARING	CHORD
C1	113.36	43.00	44.43	87.43	124.63
C2	123.94	43.00	87.86	174.86	165.32
C3	105.58	43.00	131.29	266.15	101.77
C4	91.09	43.00	174.72	357.44	50.92
C5	18.11	43.00	218.15	348.68	16.11
C6	186.12	49.00	261.58	118.54	179.24
C7	151.20	49.00	305.01	161.94	152.21
C8	27.41	49.00	348.44	205.34	27.41
C9	31.57	20.00	391.87	248.87	28.36
C10	120.85	49.00	435.30	292.22	120.85
C11	53.12	49.00	478.73	335.65	53.12
C12	24.87	49.00	522.16	379.08	24.87
C13	84.80	41.00	565.59	422.51	84.80
C14	75.27	28.00	609.02	465.94	75.27
C15	31.97	81.00	652.45	509.37	31.97
C16	43.79	112.00	695.88	552.80	43.79
C17	22.10	112.00	739.31	596.23	22.10
C18	20.82	112.00	782.74	639.66	20.82
C19	40.65	34.00	826.17	683.09	40.65
C20	44.97	34.00	869.60	726.52	44.97
C21	89.94	34.00	913.03	770.95	89.94
C22	68.47	34.00	956.46	814.38	68.47
C23	89.67	34.00	1000.89	857.81	89.67
C24	28.56	20.00	1044.32	901.24	28.56

LEGEND

- FOUND BEARS OR VOUCHERS
- PROPERTY BOUNDARY
- SECTION LINE
- PRIVATE ROADWAY LOT LINE
- LOT LINE
- DOMESTIC LOT LINE
- P.L.O.D. BOUNDARY LINE
- DRAINAGE EXISTENT LINE
- LINE NOT TO SCALE
- LOT NUMBER
- BLOCK NUMBER
- PLAT NUMBER
- PLAT

BOOK _____ PAGE _____

BRITANNIA HEIGHTS SUBDIVISION NO. 3
 18420
T-O ENGINEERS
 332 N. BRONKHORST HWY
 HAUPPAUGE, OHIO 44825-1123
 PHONE: 281-746-6633
 FAX: 281-746-6644
SHEET NO. 2 OF 4

EXHIBIT E

Copy of Member Consent to Adoption of
First Amended and Restated
Master Declaration of Covenants, Conditions and Restrictions for Britannia Heights

[attached]

**MEMBER CONSENT -
BRITANNIA HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

The undersigned Member, representing more than fifty percent (50%) of the total voting power of the Britannia Heights Homeowners Association, Inc., an Idaho corporation (the "**Association**"), acting pursuant Bylaws of the Association, and in accordance with the Idaho Nonprofit Corporation Act, hereby consents to the adoption of the following resolutions:

WHEREAS, the Association is subject to that certain the Master Declaration of Covenants, Conditions and Restrictions for the for Britannia Heights Subdivision recorded in the real property records of Canyon County, Idaho on May 29, 2008 as Instrument No. 2008029144 (the "**Declaration**"), as supplemented by that certain First Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Britannia Heights recorded in the real property records substantially concurrently with the execution hereof (the "**First Supplemental Declaration**," and collectively with the Declaration, the "**Original Declaration**").

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.

WHEREAS, pursuant to Section 14.3.2 of the Declaration, the Original Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than fifty percent (50%) of the total voting power of the Association.

WHEREAS, the undersigned Member owns forty-seven (47) out of the eighty-one (81) Lots located within the Phase 1 Property, Phase 2 Property, and Phase 3 Property, as defined in the First Supplemental Declaration, which is equal to approximately fifty-eight percent (58%) of the Lots, which means that the undersigned Member represents more than fifty percent (50%) of the total voting power of the Association.

WHEREAS, the undersigned Member desires to amend and restate the Original Declaration in its entirety, as more fully set forth in the First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the for Britannia Heights Subdivision attached hereto as Exhibit A and incorporated herein (the "**First Amended and Restated Master Declaration**").

NOW THEREFORE, BE IT RESOLVED, that the above recitals are true, correct, material, and are hereby adopted and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the undersigned Member, representing more than fifty percent (50%) of the total voting power of the Association, hereby adopts and approves the First Amended and Restated Master Declaration pursuant to Section 14.3.2 of the Declaration.

BE IT FURTHER RESOLVED, that the undersigned Member hereby authorizes, empowers, and directs the president and secretary of the Association to sign and acknowledge the First Amended and Restated Master Declaration, to certify and attest that the First Amended and Restated Master Declaration has been approved by the written consent of the Members representing more than fifty percent (50%) of the total voting power of the Association, and for the president of the Association to take such actions, and to make, execute, deliver, and file on behalf of the Association such papers, certificates, instruments, and other documents as may be necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

BE IT FURTHER RESOLVED, that any and all acts and deeds heretofore undertaken by the Association and the officers and directors thereof, and any documents, instruments, or certificates executed and delivered by the Association and/or officers and directors thereof, in furtherance of the foregoing resolutions are hereby approved, ratified, and confirmed by the Members in all respects as the acts and deeds of the Association.

IN WITNESS WHEREOF, the undersigned Member, representing more than fifty percent (50%) of the total voting power of the Association, has executed this written Member Consent effective as of 7/14, 2017.

MEMBER:

Brittania Heights LLC,
an Idaho limited liability company

By: 
Name: Jeffery L. Hess
Its: Manager

ATTEST:

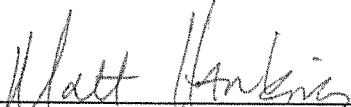

Matt Hawkins, Association Secretary

EXHIBIT A

First Amended and Restated Master Declaration

[Attached]

2018-036526

RECORDED

08/16/2018 03:21 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=7 PBRIDGES \$28.00

TYPE: MISC

PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

When recorded, please return to:

Hawkins Companies
Attn: Jeff Hess
855 Broad St., Ste. 300
Boise, Idaho 83702

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRITANIA HEIGHTS SUBDIVISION

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRITANIA HEIGHTS SUBDIVISION (this "First Amendment") is executed effective August 13th, 2018 (the "First Amendment Date"), by Britania Heights Homeowners Association, Inc., an Idaho non-profit corporation (the "Association").

A. Reference is made to that certain First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Britania Heights Subdivision, recorded in the real property records of Canyon County, Idaho on April 6, 2017 as Instrument No. 2017-012952 (the "Master Declaration"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Declaration.

B. Britania Heights LLC, an Idaho limited liability company ("Grantor"), owning Thirty (30) of the eighty-one (81) Lots and entitled to five (5) votes per Lot as of the First Amendment Date, represents more than fifty percent (50%) of the total voting power of the Association.

C. The Association, having received a written consent from Grantor approving the amendments contained in this First Amendment as evidenced by the consent appended hereto, desires to amend the Master Declaration pursuant to Section 14.3.2 thereof in order to correct Exhibits C and D thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby agrees and declares as follows:

1. **Recitals.** The recitals contained hereinabove are true, correct, material, and are hereby incorporated by reference as though set forth in this Section 1.

2. **Amendment – Section 9.25.** The Master Declaration is hereby amended by adding the following Section 9.25:

9.25 Accessory Dwelling Units. As used in this First Amended and Restated Master Declaration, "Accessory Dwelling Unit" means a separate housekeeping unit physically attached and made an integral part of the single-family dwelling unit on the Lot (these areas are often referred to as "mother" or "father-in-law's quarters"). They are typified by having their own separate bedroom, possibly a small separate living/family room, a bathroom, and, possibly a

“kitchenette” with small sink allowed but not an independent 220-watt power source sufficient to allow a full kitchen (stove) nor independent laundry facilities. Accessory Dwelling Units have access directly from and through the main single-family dwelling unit on the Lot (but may have an outside access), are not allowed an individual address, and are not allowed a separate mailbox.

Accessory Dwelling Units shall not be located on or within detached garages, shops, or other structures not attached to the single family dwelling unit on the Lot.

3. Amendment – Exhibits. The Master Declaration is hereby amended by deleting Exhibits C and D therefrom in their entirety and replacing them with Exhibits C and D attached hereto and incorporated herein.

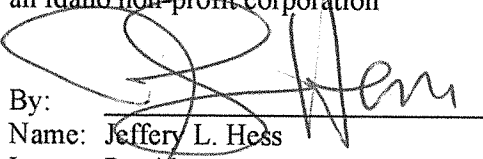
4. Effect of Amendment. Except as expressly provided in this First Amendment, all of the terms and conditions of the Master Declaration remain in full force and effect. To the extent there is a conflict between the terms and conditions of the Master Declaration and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control.

[Remainder of page intentionally left blank; signature page follows.]

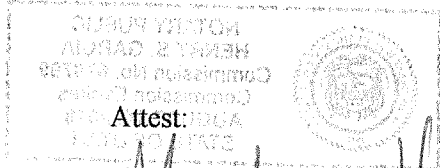
IN WITNESS WHEREOF, the Association has executed this First Amendment effective as of the First Amendment Date.


ASSOCIATION:

Brittania Heights Homeowners Association, Inc.,
an Idaho non-profit corporation

By: 
Name: Jeffery L. Hess

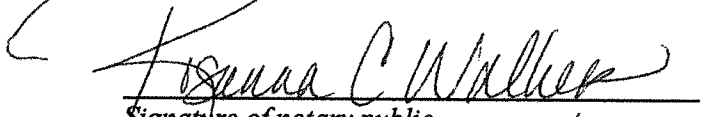
Its: President

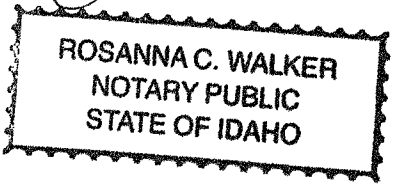



Matthew Hawkins, Association Secretary

STATE OF Idaho)
County of Ada) ss.

This record was acknowledge before me on August 13, 2018, by Jeffery L. Hess, as President of Brittania Heights Homeowners Association, Inc.


Rosanna C. Walker
Signature of notary public
My commission expires: 6/6/24



STATE OF Idaho)
) ss.
County of Ada)

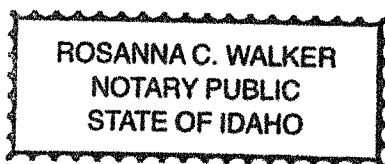
This record was acknowledge before me on August 13, 2018, by Matthew Hawkins, as Secretary of Brittaniam Heights Homeowners Association, Inc.

Rosanna C Walker

Signature of notary public

My commission expires:

6/6/24



GRANTOR CONSENT

Grantor hereby approves of and consents to the foregoing First Amendment to the Master Declaration.

GRANTOR:

Brittania Heights LLC,
an Idaho limited liability company

By: [Signature]
Name: Jeffery L. Hess
Its: Manager

STATE OF Idaho)
County of Ada) ss.

This record was acknowledge before me on August 13, 2018, by Jeffery L. Hess, as Manager of Brittania Heights LLC.

[Signature]
Signature of notary public
My commission expires: 6/6/21

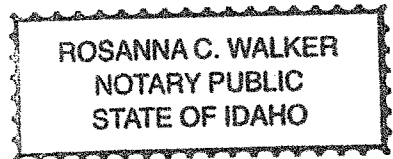


EXHIBIT C

Legal Description and Depiction of Phase 2 Property

Lots 37 through 63 in Block 1 of Britannia Heights Subdivision No. 2, as shown on the official plat thereof recorded in the real property records of Canyon County, Idaho in Book 45 of Plats at Page 47, Instrument No. 2017-009352.

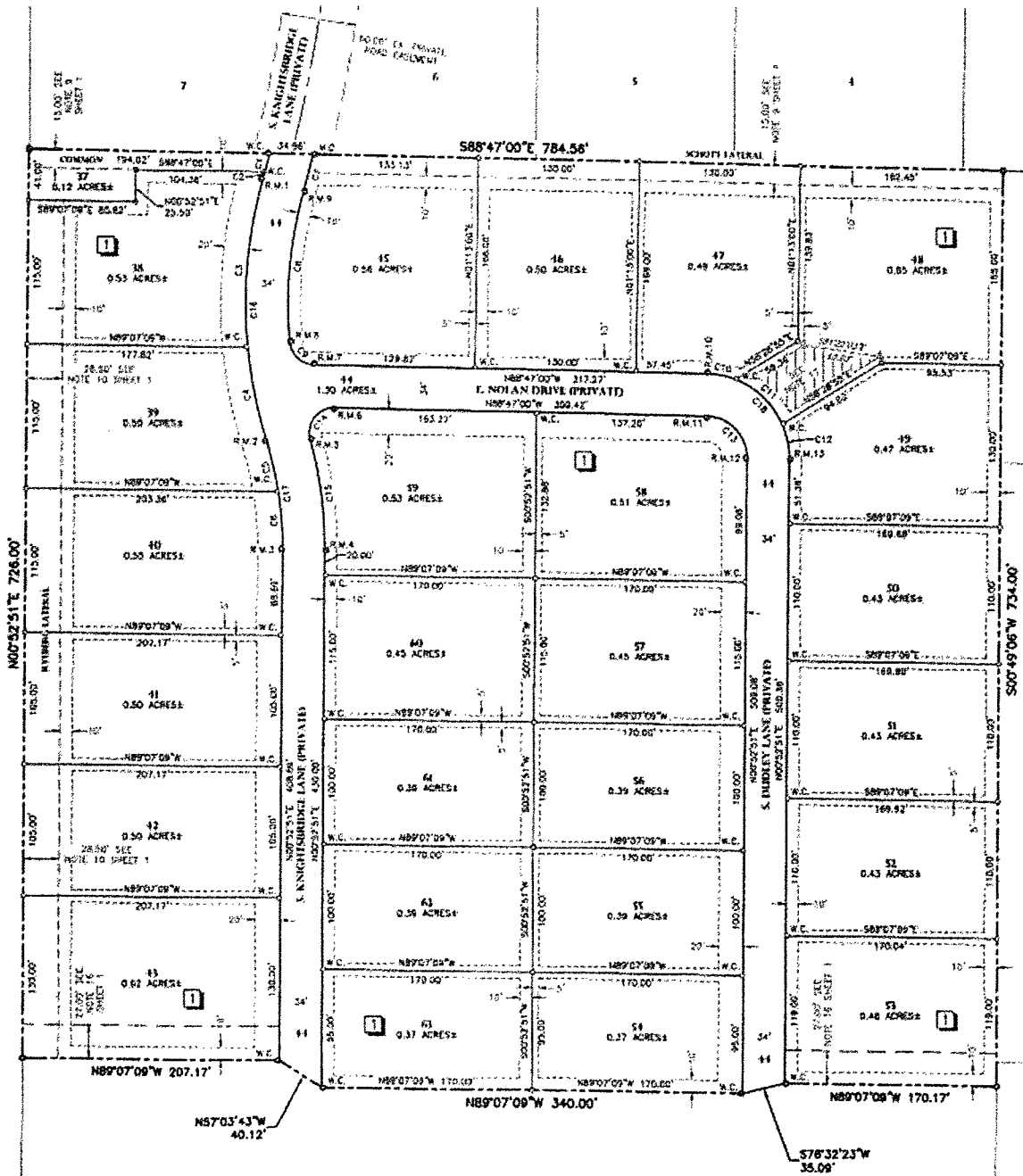
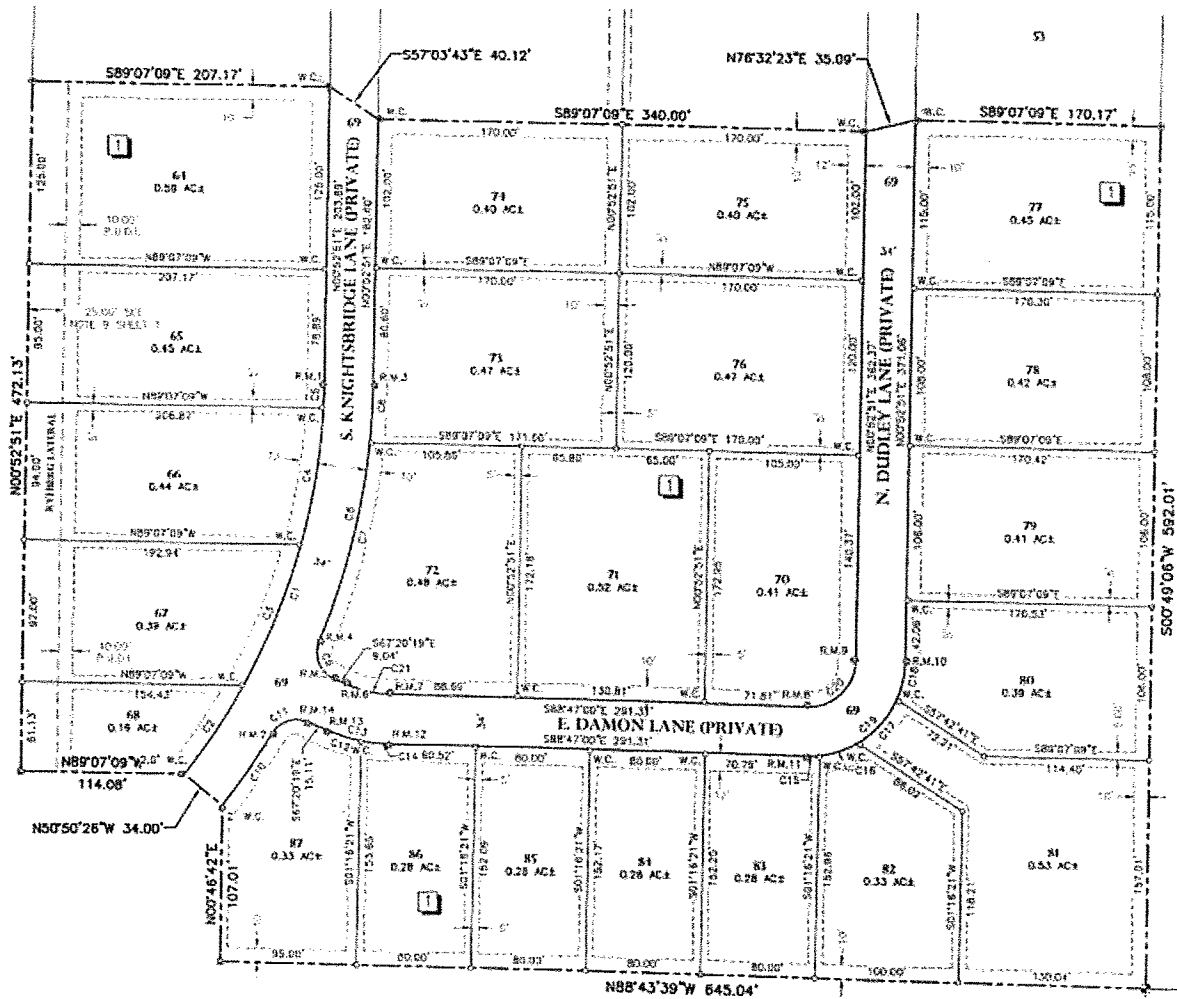


EXHIBIT D

Legal Description and Depiction of Phase 3 Property

Lots 64 through 87 in Block 1 of Britannia Heights Subdivision No. 3, as shown on the official plat thereof recorded in the real property records of Canyon County, Idaho in Book 47 of Plats at Page 16, Instrument No. 2018-030835.



776708
OH

2021-055461
RECORDED
08/06/2021 03:29 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=5 SCARDENAS \$22.00
TYPE: MISC
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

When recorded, please return to:

Hawkins Companies
Attn: Jeff Hess
855 Broad St., Ste. 300
Boise, Idaho 83702

**SECOND AMENDMENT TO FIRST AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRITANIA HEIGHTS SUBDIVISION**

THIS SECOND AMENDMENT TO FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRITANIA HEIGHTS SUBDIVISION (this "**Second Amendment**") is executed effective June 26, 2021 (the "**Second Amendment Date**"), by Britania Heights Homeowners Association, Inc., an Idaho non-profit corporation (the "**Association**").

A. Reference is made to that certain First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Britania Heights Subdivision, recorded in the real property records of Canyon County, Idaho on April 6, 2017 as Instrument No. 2017-012952, as amended by that certain First Amendment to First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Britania Heights Subdivision, recorded in the real property records of Canyon County, Idaho on August 16, 2018 as Instrument No. 2018-036526, as supplemented by that certain Amended and Restated Supplemental Declaration to the First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Britania Heights Subdivision recorded in the real property records of Canyon County, Idaho on December 18, 2019 as Instrument No. 2019-061763, as supplemented by that certain Second Supplemental Declaration to the First Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Britania Heights recorded in the real property records of Canyon County, Idaho on September 23, 2020 as Instrument No. 2020-054928, as supplemented by that certain Third Supplemental Declaration to the First Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Britania Heights recorded in the real property records of Canyon County, Idaho on June 23, 2021 as Instrument No. 2021-044670, as amended by that certain First Amendment to the Second Supplemental Declaration to the First Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Britania Heights recorded in the real property records of Canyon County, Idaho on June 24, 2021 as Instrument No. 2021-045034 (collectively, the "**Master Declaration**"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Declaration.

B. Britania Heights LLC, an Idaho limited liability company ("**Grantor**"), owning forty-one (41) of the one hundred forty-five (145) Lots and entitled to five (5) votes per Lot as of the Second Amendment Date, represents more than fifty percent (50%) of the total voting power of the Association.

C. The Association, having received a written consent from Grantor approving the amendments contained in this Second Amendment as evidenced by the consent appended hereto, desires to amend the Master Declaration pursuant to Section 14.3.2 thereof, pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby agrees and declares as follows:

1. **Recitals.** The recitals contained hereinabove are true, correct, material, and are hereby incorporated by reference as though set forth in this Section 1.

2. **Amendment – Section 3.3.2.** The Master Declaration is hereby amended by deleting Section 3.3.2 in its entirety and replacing it with the following:

3.3.2 Class B Member. Grantor shall be the Class B Member, and shall initially be entitled to nine hundred fifty-five (955) votes, which vote total shall be reduced by five (5) votes for each Lot owned by a Person other than Grantor. The Class B Member shall cease to be a voting Member in the Association at the earlier to occur of the following: (1) the date Grantor has less than ten (10) Class B Member votes in the Association; (2) on June 1, 2040; or (3) on such date as Grantor informs the Association that Grantor no longer desires to be the Class B Member. This date may be referred to herein as the “**Class B Member Termination Date.**”

3. **Amendment – Section 3.5.11.** The Master Declaration is hereby amended by deleting Section 3.5.11 in its entirety and replacing it with the following:

3.5.11 Assessments. The power to levy Assessments on any Owner and Association Member, or any portion of the Property pursuant to the restrictions enunciated in this First Amended and Restated Master Declaration, and to force payment of such Assessments, all in accordance with the provisions of this First Amended and Restated Master Declaration. This power shall include the right of the Association to levy Assessments on any Owner of any portion of the Property to cover the operation and maintenance costs of the Common Area, Restricted Area and the Maintenance Property and the administrative costs associated with establishing and enforcing use schedules for the pressurized irrigation system owned and operated by the Nampa & Meridian Irrigation District, the Association, Grantor, or Grantor’s assigns.

4. **Amendment – Section 14.9.2.** The Master Declaration is hereby amended by deleting Section 14.9.2 in its entirety and replacing it with the following:

14.9.2 Pressurized Irrigation System. Owner understands that non-potable water supplied to the Property, including irrigation of the Common Area, Restricted Area and Lots, will be supplied by the Nampa & Meridian Irrigation District through a pressurized irrigation system which will be owned, operated and maintained by the Nampa & Meridian Irrigation District, the Association, Grantor, or Grantor’s assigns. Each Owner acknowledges that Nampa & Meridian Irrigation District and the Association, Grantor, or Grantor’s assigns, as applicable, may promulgate rules and regulations, including water use schedules, controlling the allocation, distribution and flow of water among the various Lots and each Owner hereby agrees to comply with such rules and regulations.

5. **Amendment – Section 14.9.3.** The Master Declaration is hereby amended by deleting Section 14.9.3 in its entirety and replacing it with the following:

14.9.3 Irrigation Assessments. Each Owner agrees to pay when due all assessments levied by the Nampa & Meridian Irrigation District and the the Association, Grantor, or Grantor’s assigns for maintenance, repair and replacement of the pressurized irrigation system and any and

all assessments or related charges levied by the Association for the administration and enforcement of the rules, regulations and use schedules.

6. Amendment – Section 14.9.4. The Master Declaration is hereby amended by deleting Section 14.9.4 in its entirety and replacing it with the following:

14.9.4 Secondary Sources of Water. If the Nampa & Meridian Irrigation District, the Association, Grantor, or Grantor's assigns fails to provide sufficient water for the irrigation of the Common Area, Restricted Area, Maintenance Area and Lots, Grantor, the Association or any other entity shall have the right to provide water from such secondary sources of water as Grantor, the Association or other entity shall deem appropriate and to charge the costs and expenses of providing such water to the Owners as a Special Assessment. Nothing herein, however, shall obligate Grantor, the Association or any other entity to provide any secondary sources of water.

7. Effect of Second Amendment. Upon recordation hereof, this Second Amendment will: (i) become a part of the Master Declaration; (ii) run with the land and be binding upon any Person having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Property; (iii) inure to the benefit of every Lot, parcel, or portion of the Property; and (iv) inure to the benefit of and is binding upon Grantor, the Association, and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Property, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Master Declaration and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment will control.

[Remainder of page intentionally left blank; signature page follows.]

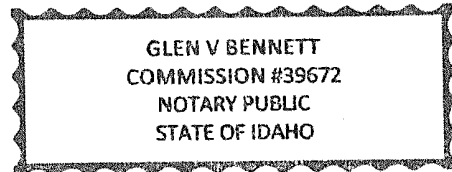
IN WITNESS WHEREOF, the Association has executed this Second Amendment effective as of the Second Amendment Date.

ASSOCIATION:

Brittania Heights Homeowners Association, Inc.,
an Idaho non-profit corporation

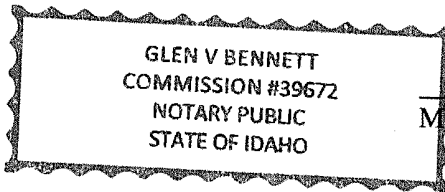
By: [Signature]
Name: Jeffrey L. Hess
Its: President

Attest:
[Signature]
Matt Hawkins, Association Secretary



STATE OF Idaho)
County of Ada) ss.

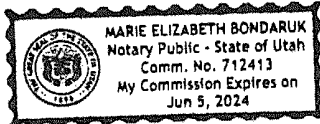
This record was acknowledge before me on August 6, 2021, by Jeffrey L. Hess, as President of Brittania Heights Homeowners Association, Inc.



[Signature]
My commission expires: 3-17-2027

STATE OF Utah)
County of Salt Lake) ss.

This record was acknowledge before me on JULY 23, 2021, by Matt Hawkins, as Secretary of Brittania Heights Homeowners Association, Inc.



[Signature]
My commission expires: JUNE 5, 2024

BRITANNIA HEIGHTS SUBDIVISION NO. 6

A PARCEL OF LAND BEING A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 29, T. 3 N., R. 1 W., BOISE MERIDIAN, CANYON COUNTY, IDAHO 2021

APPROVAL OF NAMPA HIGHWAY DISTRICT NO. 1

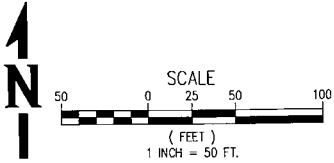
NAMPA HIGHWAY DISTRICT NO. 1 DOES HEREBY ACCEPT THIS PLAT IN ACCORDANCE WITH PROVISIONS OF I.C. § 50-132. PRIVATE STREETS DETICHTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO LEGAL OBLIGATION OR ASSURANCES THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.

DATE 3-30-21
DISTRICT CHAIRMAN, NAMPA HIGHWAY DISTRICT NO. 1

2021-033418
RECORDED
05/07/2021 11:50 AM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs#3 DLSTEPHEHS 511.00
PLAT
WHPACIFIC



BASIS OF BEARING IS GRID NORTH, IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH 00°49'14" EAST BETWEEN THE SOUTHEAST SECTION CORNER AND THE EAST 1/4 CORNER OF SECTION 29

NOTES

- BOTH LOTS IN THIS SUBDIVISION ARE SUBJECT TO A TEN FOOT (10') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) PARALLEL TO E. NEWCASTLE DRIVE AND RECORDED UNDER INST. NO. 2019-055399 IN THE RECORDS OF CANYON COUNTY. THE EXTERIOR BOUNDARY HAS A (10') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) UNLESS OTHERWISE DIMENSIONED. ALL INTERIOR LOTS ARE HEREBY DESIGNATED AS HAVING A FIVE FOOT (5') PERMANENT EASEMENT ON EACH SIDE OF THE SIDE LOT LINES, AND A TEN (10') FOOT PERMANENT EASEMENT CONTIGUOUS TO ALL REAR LOT LINES, FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- IRRIGATION WATER HAS BEEN PROVIDED BY NAMPA MERIDIAN IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE 31-3805(h). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ALL IRRIGATION ASSESSMENTS, FROM NAMPA MERIDIAN IRRIGATION DISTRICT. PRESSURIZED IRRIGATION IS OWNED AND OPERATED BY THE GRANTOR UNTIL ALL PHASES OF PRELIMINARY PLAT ARE COMPLETED AT WHICH TIME IT SHALL BE DEDICATED TO THE HOA UNDER THE CCR'S AT THE TIME OF DEDICATION.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH CANYON COUNTY REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR THE CCR'S WHICHEVER IS MORE RESTRICTIVE OR AS SPECIFICALLY APPROVED AND/OR REQUIRED. ALSO NO PERMANENT STRUCTURES SHALL BE LOCATED CLOSER THAN SEVENTY FEET TO ANY SECTION LINE UNLESS THE HIGHWAY DISTRICT WAIVES THE SEVENTY FEET SETBACK REQUIREMENT.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
- ALL LOTS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, THAT PERTAIN TO THIS DEVELOPMENT, TO BE FILED AND RECORDED IN THE OFFICE OF THE RECORDER, CANYON COUNTY.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- NO ADDITIONAL POTABLE DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
- STORM DRAINAGE FACILITIES OUTSIDE THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER AND IF THE HOMEOWNER FAILS TO MAINTAIN THEN THE HOA SHALL MAINTAIN AT THE HOMEOWNER'S EXPENSE. RESPONSIBILITY FOR STORM DRAINAGE FACILITIES INCLUDES ALL MAINTENANCE BOTH ROUTINE AND NON-ROUTINE.
- NO NEW DEVELOPMENT OR REDEVELOPMENT OF LAND MAY DISCHARGE STORM WATER ONTO HIGHWAY DISTRICT RIGHT-OF-WAY OR INTO THE DISTRICTS MUNICIPAL SEPARATE STORM SEWER SYSTEM.
- POTABLE WATER IS SUPPLIED BY THE CITY OF NAMPA AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF NAMPA.
- ALL BUILDABLE LOTS WILL BE SERVICED BY A COMMUNITY WASTE WATER FACILITY APPROVED BY IDEQ.
- NO ACCESS SHALL BE ALLOWED TO THE LAND IN A PLATTED SUBDIVISION OTHER THAN BY INTERNAL SUBDIVISION STREETS OR AS OTHERWISE SHOWN ON THIS PLAT.

SHEET INDEX

- SHEET 1 - FACE OF THE PLAT, PLAT NOTES
- SHEET 2 - CERTIFICATE OF OWNERS, LINE AND CURVE TABLES
- SHEET 3 - CERTIFICATES AND APPROVALS

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, PLS 10729, UNLESS OTHERWISE NOTED
- FOUND 1" BRASS PLUG SET IN CURB LINE, PLS 17216
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, PLS 10729 REF. MONUMENT PER BRITANNIA HEIGHTS SUB. NO. 4
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, PLS 17216
- CALCULATED POINT NOTHING FOUND OR SET
- WITNESS CORNER, AS NOTED
- SUBDIVISION BOUNDARY LINE
- INTERIOR LOT LINE
- EASEMENT LINE
- SECTION/ALLOTION LINE
- EXISTING PARCEL LINE
- POINT OF BEGINNING

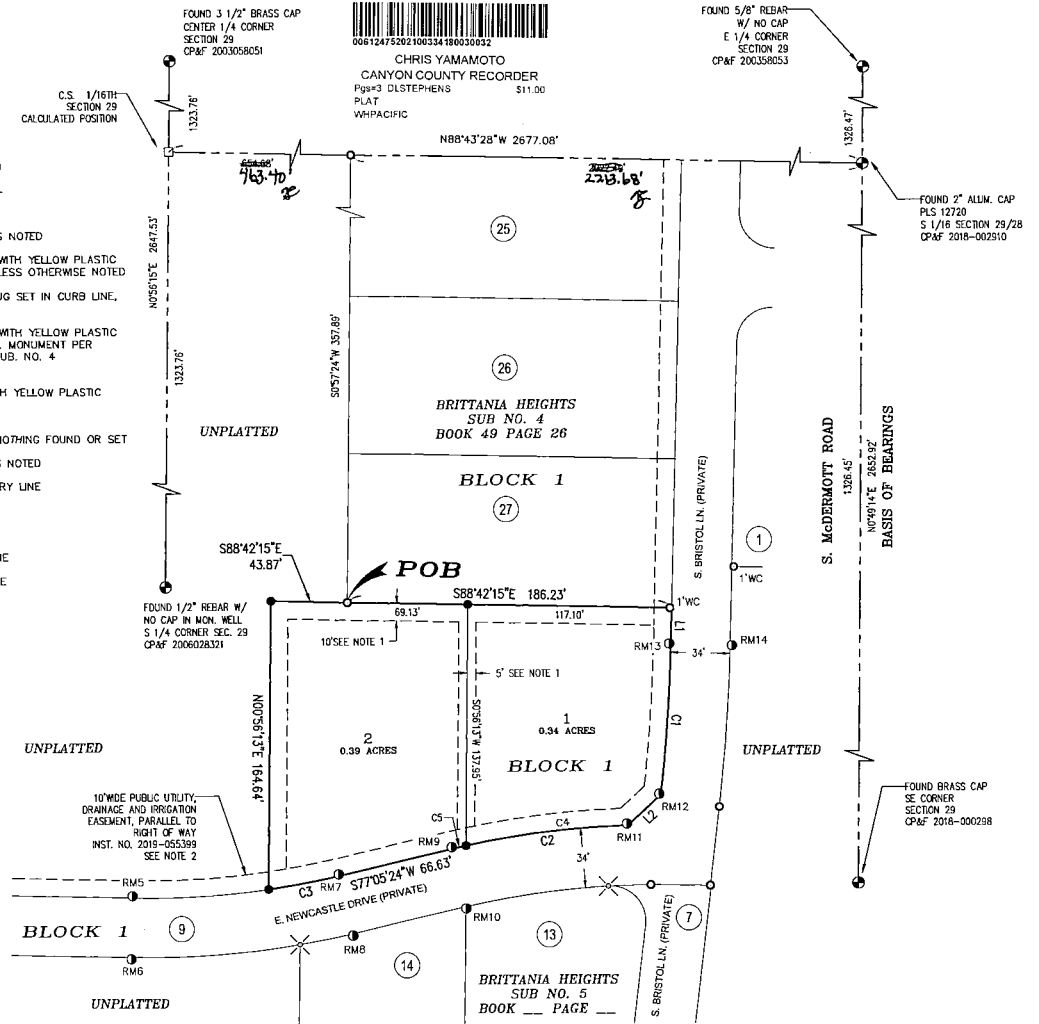
REFERENCES

- PLAT OF BRITANNIA HEIGHTS NO. 3, INSTRUMENT NO. 2018-030835, RECORDS OF CANYON COUNTY, IDAHO.
- RECORD OF SURVEY NO. 1997004844, RECORDS OF CANYON COUNTY, IDAHO.
- RECORD OF SURVEY NO. 1997007403, RECORDS OF CANYON COUNTY, IDAHO.
- RECORD OF SURVEY NO. 200007404, RECORDS OF CANYON COUNTY, IDAHO.
- PLAT OF SUNSET PARADISE SUBDIVISION, INSTRUMENT NO. 200202457, RECORDS OF CANYON COUNTY, IDAHO.
- PLAT OF BRITANNIA HEIGHTS SUBDIVISION NO. 4, INSTRUMENT NO. 2019-061733, RECORDS OF CANYON COUNTY, IDAHO.
- PLAT OF BRITANNIA HEIGHTS SUBDIVISION NO. 5, INSTRUMENT NO. 2019-055399, RECORDS OF CANYON COUNTY, IDAHO.

SURVEYOR'S NARRATIVE

THIS SUBDIVISION IS BEING PLATTED AT THE REQUEST OF THE OWNER, BRITANNIA HEIGHTS, LLC. THIS SUBDIVISION IS ANOTHER PHASE OF THE OVERALL MASTERPLAN DEVELOPMENT. IT IS BORDERED ON THE NORTH, EAST AND SOUTH BY BRITANNIA HEIGHTS SUBDIVISION NO. 4, AND ON THE WEST BY THAT BOUNDARY DESIGNATED ON SAID MASTERPLAN. THE BOUNDARIES WERE ALL DETERMINED FROM LOCATED MONUMENTATION AND RECORD INFORMATION FROM SAID SUBDIVISIONS AND RECORDS OF SURVEY.

THE REMAINDER OF THE PLAT AS SHOWN WAS DEVELOPED IN COLLABORATION WITH SAID OWNER AND THE ENGINEERING DESIGN TEAM HERE AT WHPACIFIC.



WHPacific
AN NYS COMPANY
680 S. Industry Way, Ste. 10
Meridian, ID, 83642
208-342-5400 Fax 208-342-5353
www.whpacific.com



REVISIONS			
NO.	BY	DATE	REMARKS
1	KM	8/20/20	REVISED EASEMENT

P:\BRITANNIA HEIGHTS LLC\229120-0000135.DWG\EXECUTORY(DRAWINGS)\SUBSET\PW-SBRTT.DWG 1/11/2017 2:55 PM

PLAT OF BRITTANIA HEIGHTS SUBDIVISION NO. 6

CERTIFICATE OF OWNERS

Know all men by this presents: That the undersigned are the owners of the property described as follows and intend to include said property in this plat: A parcel of land being a portion of the SW 1/4 of the SE 1/4 of Section 29, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 29, marked by a brass cap (corner record no. 2018-000298), from which the SE 1/4 corner of said Section 29, marked by a 5/8" with no cap (corner record no. 200358053), bears North 00°49'14" East, a distance of 2652.92 feet;

Thence North 00°49'14" East, coincident with the East line of said Section 29, a distance of 1326.45 feet to the South 1/16 corner common to said Section 29 and Section 28, marked by a 2" aluminum cap (corner record no. 2018-002910);

Thence North 88°43'28" West, coincident with the North line of the South 1/2 of the southeast 1/4 of said Section 29, a distance of ~~2322.60~~ ^{2213.60} feet, to the northwest corner of Britannia Heights Subdivision No. 4, recorded in Book 49, Page 26 (instrument no. 2019-061733) in the records of Canyon County, Idaho;

Thence South 00°57'24" West, coincident with the westerly boundary of said subdivision, a distance of 357.89 feet, to the southwest corner of Lot 27, Block 1 of said subdivision, also being the POINT OF BEGINNING;

Thence South 88°42'15" East, coincident with the southerly boundary line of said Lot 27, a distance of 186.23 feet, to the southeast corner of said Lot 27;

Thence coincident with the westerly and northerly boundary lines of Lot 9, Block 1 of said Britannia Heights Subdivision No. 4 for the following (6) courses:

Thence South 01°45'28" West, a distance of 20.37 feet, to the beginning of a tangent curve to the right;

Thence southwesterly along the arc of the curve, an arc distance of 86.45 feet, said curve having a radius of 983.00 feet, a central angle of 05°02'21", and a chord bearing of South 04°16'38" West, a distance of 86.43 feet;

Thence South 47°35'18" West, a distance of 26.13 feet, to the beginning of a non-tangent curve to the left;

Thence southwesterly along the arc of said curve to the left, an arc distance of 101.87, said curve having a radius of 517.00 feet, a central angle of 11°17'22", and a chord bearing of South 82°44'05" West, a distance of 101.71 feet;

Thence South 77°05'24" West, a distance of 66.63 feet, to the beginning of a tangent curve to the right;

Thence southwesterly along said curve to the right, an arc distance of 41.24 feet, said curve having a radius of 483.00 feet, a central angle of 04°53'32", and a chord bearing of South 79°32'10" West, a distance of 41.23 feet;

Thence North 00°56'13" East, a distance of 164.64 feet;

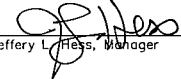
Thence South 88°42'15" East, a distance of 43.87 feet, to the POINT OF BEGINNING.

The above described parcel contains 31,800 square feet or 0.73 acres, more or less.

The easements indicated on said plat are not dedicated to the public. However, the right to use said easements are perpetually reserved for public utilities and for such other uses as designated hereon and no permanent structure other than for such utility purposes are to be erected within the limits of said easements. All of the lots in this subdivision will receive water service from the City of Nampa which has agreed in writing to serve all lots. Irrigation water has been provided by Nampa & Meridian irrigation district in compliance with Idaho Code 31-3805. Lots within the subdivision will be entitled to irrigation water rights, and will be obligated for assessments from Nampa & Meridian Irrigation District.

In witness whereof we have hereunto set our hands this day of ~~March~~ ^{March} 4, 2021.

Britannia Heights, LLC


Jeffery L. Hess, Manager

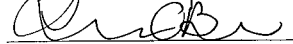
ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF CANYON } SS

On this 4th day of March, in the year 2021, before

me Terasa O'Brien, a Notary Public in and for said State, personally appeared Jeffery L. Hess, known or identified to me to be the Manager of Britannia Heights LLC, an Idaho Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho

Residing at Ada County

My commission expires 1.15.26



CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	5°02'21"	983.00	86.45	S4°16'38"W	86.43
C2	11°17'22"	517.00	101.87	S82°44'05"W	101.71
C3	4°53'32"	483.00	41.24	S79°32'10"W	41.23
C4	10°23'24"	517.00	93.75	S83°11'04"W	93.63
C5	0°53'58"	517.00	8.12	S77°32'23"W	8.12

LINE TABLE			REF. MON. TABLE		
LINE #	BEARING	DIST.	LINE #	BEARING	DIST.
L1	S1°45'28"W	20.37	RM5	N1°17'45"E	1.00'
L2	S47°35'18"W	26.13	RM6	S01°17'45"W	1.00'
			RM7	N12°54'36"W	1.00'
			RM8	S12°54'36"W	1.00'
			RM9	N12°54'36"W	1.00'
			RM10	S12°54'36"E	1.00'
			RM11	N22°01'35"W	1.07'
			RM12	N62°48'46"W	1.07'
			RM13	N88°14'32"W	1.00'
			RM14	S88°14'32"E	1.00'

CERTIFICATE OF SURVEYOR

I, Robert Gromatzky, am a registered professional land surveyor licensed by the state of Idaho, and do hereby certify that this plat, as described in the "Certificate of Owners", was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, in conformity with the state of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.



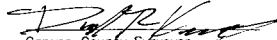
WHPacific

690 S. Industry Way, Ste. 10, AN NVS COMPANY
Meridian, ID, 83642
208-342-5400 Fax 208-342-5353
www.whpacific.com

PLAT OF
BRITTANIA HEIGHTS SUBDIVISION NO. 6

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor for Canyon County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to Plats and Surveys. UNDER IC 50-1305


Canyon County Surveyor
DAVID R. KINZER PE/PLS 2659

4/2/21
Date

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer, in and for the City of Nampa, Canyon County, Idaho, do hereby approve this plat of Britannia Heights Subdivision No. 6.

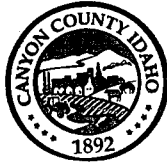

Nampa City Engineer

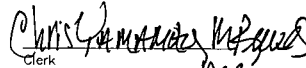
3-15-21
Date

APPROVAL OF CANYON COUNTY COMMISSIONERS

Accepted and Approved this 7th day of May, 2021 by the Canyon County Commissioners, Canyon County, Idaho.

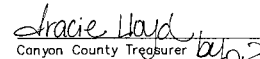

Chairperson




Clerk

CERTIFICATE OF THE CANYON COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of Idaho Code, Title 50, Chapter 13, Section 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this development have been paid in full. This certification is valid for the next thirty (30) days only.


Canyon County Treasurer

4/9/2021
Date



SANITARY RESTRICTIONS

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 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 been constructed or if the developer is simultaneously constructing these facilities. If the developer fails to construct facilities or meet other conditions of DEQ, then sanitary restrictions may be re-imposed, in accordance with Section 50-1326, 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.


Southwest District Health Department, EHS


3.8.2021
Date

APPROVAL OF NAMPA HIGHWAY DISTRICT NO. 1

NAMPA HIGHWAY DISTRICT NO. 1 DOES HEREBY ACCEPT THIS PLAT IN ACCORDANCE WITH PROVISIONS OF I.C. § 50-1312. PRIVATE STREETS DEPICTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO LEGAL OBLIGATION OR ASSURANCES THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.


DISTRICT CHAIRMAN, NAMPA HIGHWAY DISTRICT NO. 1

3-11-2021
DATE


Robert Gramatzky, P.L.S. Idaho No. 17216

WHPacific

690 S. Industry Way, Ste. 10, AN NVS COMPANY
Meridian, ID 83642
208-342-5400 Fax 208-342-5353
www.whpacific.com

ACCOMMODATION

After recording, please return to:

Brittania Heights LLC
Attn: Jeff Hess
855 Broad St., Ste. 300
Boise, Idaho 83702

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

2020-054928 RECORDED 09/23/2020 03:49 PM CHRIS YAMAMOTO CANYON COUNTY RECORDER Pgs=5 LBERG \$22.00 TYPE: MISC PIONEER TITLE COMPANY OF ADA ELECTRONICALLY RECORDED
--

SECOND SUPPLEMENTAL DECLARATION TO THE FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRITTANIA HEIGHTS

THIS SECOND SUPPLEMENTAL DECLARATION TO THE FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRITTANIA HEIGHTS (this “**Second Supplemental Declaration**”) is executed effective this ^{22nd} day of ~~September~~ 2020 (the “**Second Supplement Date**”), by Brittania Heights LLC, an Idaho limited liability company (“**Grantor**”).

RECITALS

A. Reference is made to that certain First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Brittania Heights Subdivision, recorded in the real property records of Canyon County, Idaho on April 6, 2017 as Instrument No. 2017-012952, as amended by that certain First Amendment to First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Brittania Heights Subdivision, recorded in the real property records of Canyon County, Idaho on August 16, 2018 as Instrument No. 2018-036526, as supplemented by that certain Amended and Restated First Supplemental Declaration to the First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Brittania Heights, recorded in the real property records of Canyon County, Idaho on December 18, 2019 as Instrument No. 2019-061763 (collectively, the “**Master Declaration**”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Declaration.

B. Pursuant to Section 1.2 of the Master Declaration, Grantor reserved the right to develop Brittania Heights in multiple Phases.

C. Pursuant to Section 1.2 of the Master Declaration, Grantor subjects each new Phase of the development to the Master Declaration by recording a Supplemental Declaration, and Grantor has the right to record a Supplemental Declaration without having to obtain the consent, approval, or signature of any Person for so long as Grantor owns any Lot or any portion of Brittania Heights.

D. Grantor still owns one or more Lots in Brittania Heights as of the Second Supplement Date.

E. Grantor also owns those 14 Lots (the “**Phase 5 Property**”) legally described and graphically depicted on Exhibit A attached hereto and incorporated herein (the “**Phase 5 Plat**”). The Phase 5 Property is located within “Brittania Heights” as defined in Section 1.1.1 of the Master Declaration.

F. Grantor also owns those 2 Lots (the “**Phase 6 Property**”) legally described and graphically depicted on Exhibit B attached hereto and incorporated herein (the “**Phase 6 Plat**”). The

Phase 6 Property is located within “Brittania Heights” as defined in Section 1.1.1 of the Master Declaration.

G. Pursuant to Section 1.2 of the Master Declaration, Grantor hereby records this Second Supplemental Declaration for the purpose of subjecting the Phase 5 Property and the Phase 6 Property to the Master Declaration, pursuant and subject to the terms and conditions hereinafter set forth.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and value consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees, grants, and declares as follows:

1. Recitals. The recitals set forth above are true, correct, material, and are hereby incorporated by reference as if set forth in this Section 1 in full.

2. Supplement. This Second Supplemental Declaration is a “Supplemental Declaration” to the Master Declaration as to the Phase 5 Property and the Phase 6 Property and, as a result, the Phase 5 Property and the Phase 6 Property are each a Phase, and each Lot, parcel, and portion thereof are and hereby subject to the Master Declaration.

3. Common Area. Lots 1 and 7 in Block 1 of the Phase 5 Property are hereby each designated as Common Area Lots and thus Common Area.

4. Lot 7. Lot 7 in Block 1 (Bristol Lane) of the Phase 5 Property is hereby designated as a portion of the Permanent Access Easement and thus the Improvements thereon are Roadway Improvements.

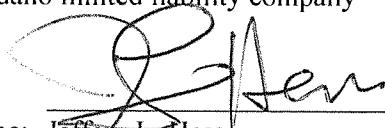
5. Effect of Second Supplemental Declaration. Upon recordation hereof, this Second Supplemental Declaration will: (i) become a part of the Master Declaration; (ii) run with the land and be binding upon any Person having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Property; (iii) inure to the benefit of every Lot, parcel, or portion of the Property; and (iv) inure to the benefit of and is binding upon Grantor, the Association, and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Property, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Master Declaration and the terms and conditions of this Second Supplemental Declaration, the terms and conditions of this Second Supplemental Declaration will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Second Supplemental Declaration is executed effective as of the Second Supplement Date.

GRANTOR:

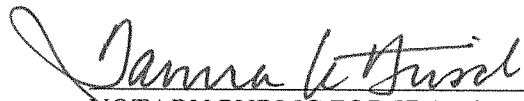
Brittania Heights LLC,
an Idaho limited liability company

By: 
Name: Jeffrey L. Hess
Its: Manager

STATE OF IDAHO)
)ss.
County of Ada)

On this 22 day of September, 2020, before me, a Notary Public in and for said State, personally appeared Jeffrey L. Hess, known or identified to me to be a manager of Brittania Heights LLC, an Idaho limited liability company, the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires 6.18.26

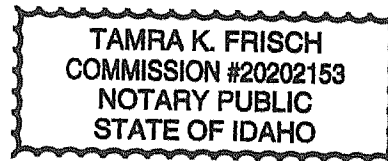
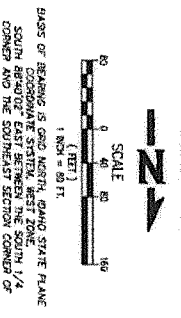


EXHIBIT A

Legal Description and Graphic Depiction of the Phase 5 Property

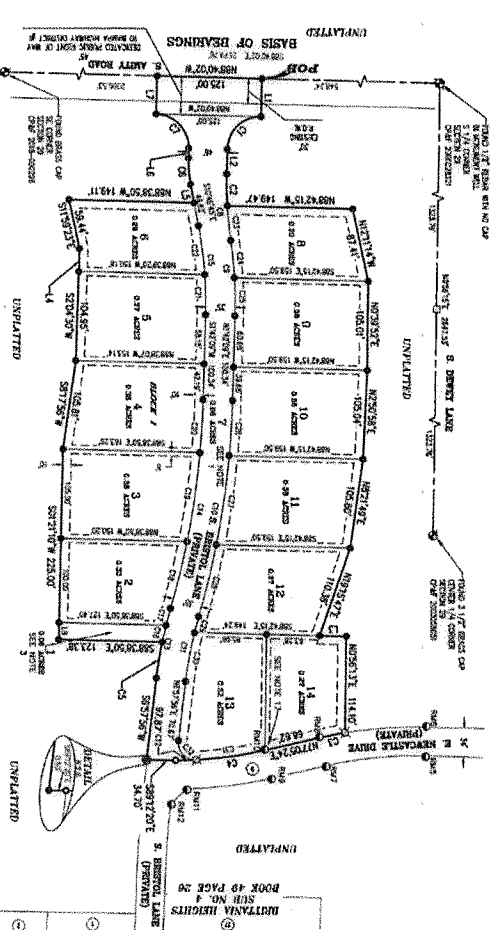


BRITANNIA HEIGHTS SUBDIVISION NO. 5
 A PARCEL OF LAND BEING A PORTION
 OF THE SW 1/4 OF THE SE 1/4
 OF SECTION 29, T. 3 N., R. 1 W., BOISE MERIDIAN,
 CANTON COUNTY, IDAHO
 2020

PLAT OF
BRITANNIA HEIGHTS SUBDIVISION NO. 5
 APPROVAL OF NAMPA HIGHWAY DISTRICT NO. 1

BOOK _____ PAGE _____

- NOTES**
- 1) LOT 1 IS A COMMON LOT DEPOSITED TO THE PARTIAL RIGHTS SUPERSTITION HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF CARRYING AND MAINTAINING A PRIVATE ROADWAY FOR ACCESS TO THE ADJACENT PUBLIC DRIVE PRIVATE ROADWAY.
 - 2) ALL LOT LINES CORNER TO THE PRIVATE ROADWAY HAVE A TEN FOOT (10) FEET MINIMUM PUBLIC UTILITY, WASTEWATER, AND SEWERAGE EASEMENT (PAVING) WIDTH OVERLAPPING THE EXTENT ROADWAY (LINE 4) AND OVERLAPPING THE EXTENT ROADWAY (LINE 5) AND A TEN FOOT (10) FEET MINIMUM EASEMENT CONFORMANCE TO ALL SEWER LOT LINES FOR THE USE OF LOTS AND A TEN FOOT (10) FEET MINIMUM EASEMENT CONFORMANCE TO ALL SEWER LOT LINES FOR THE USE OF LOTS AND A TEN FOOT (10) FEET MINIMUM EASEMENT CONFORMANCE TO ALL SEWER LOT LINES FOR THE USE OF LOTS.
 - 3) LOT 1 IS DEPOSITED TO THE PARTIAL RIGHTS SUPERSTITION HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF CARRYING AND MAINTAINING A PRIVATE ROADWAY FOR ACCESS TO THE ADJACENT PUBLIC DRIVE PRIVATE ROADWAY.
 - 4) THE DEVELOPER RESERVES THE RIGHT OF FIRST REFUSAL TO BUY ANY LOT WITHIN THE SUBDIVISION FOR THE PURPOSE OF DEVELOPING A PRIVATE ROADWAY FOR ACCESS TO THE ADJACENT PUBLIC DRIVE PRIVATE ROADWAY. THE DEVELOPER SHALL HAVE THE RIGHT OF FIRST REFUSAL TO BUY ANY LOT WITHIN THE SUBDIVISION FOR THE PURPOSE OF DEVELOPING A PRIVATE ROADWAY FOR ACCESS TO THE ADJACENT PUBLIC DRIVE PRIVATE ROADWAY.
 - 5) THE DEVELOPER RESERVES THE RIGHT OF FIRST REFUSAL TO BUY ANY LOT WITHIN THE SUBDIVISION FOR THE PURPOSE OF DEVELOPING A PRIVATE ROADWAY FOR ACCESS TO THE ADJACENT PUBLIC DRIVE PRIVATE ROADWAY.
 - 6) ANY RE-CONSTRUCTION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-CONSTRUCTION.
 - 7) NEARBY BUILDING REGULATIONS SHALL BE IN ACCORDANCE WITH CANTON COUNTY REGULATIONS AT THE TIME OF CONSTRUCTION AND/OR RECONSTRUCTION. ALSO THE PLANNING DEPARTMENT SHALL BE CONTACTED PRIOR TO ANY RECONSTRUCTION UNLESS THE CANTON COUNTY PLANNING DEPARTMENT HAS BEEN ADVISED BY THE DEVELOPER.
 - 8) MAINTENANCE OF ANY ROADWAY OR EASEMENT FOR ANY OTHER PURPOSE IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SOON AFTER THE ROADWAY IS CONSTRUCTED BY THE DEVELOPER OR THE CANTON COUNTY PLANNING DEPARTMENT AND MAINTENANCE OF THE ROADWAY IS THE RESPONSIBILITY OF THE CANTON COUNTY PLANNING DEPARTMENT.
 - 9) THE DEVELOPER RESERVES THE RIGHT OF FIRST REFUSAL TO BUY ANY LOT WITHIN THE SUBDIVISION FOR THE PURPOSE OF DEVELOPING A PRIVATE ROADWAY FOR ACCESS TO THE ADJACENT PUBLIC DRIVE PRIVATE ROADWAY.
 - 10) LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT FIRST APPROVAL FROM THE HEALTH AUTHORITY.
 - 11) NO ADDITIONAL DRAINAGE DRAINAGE WATER SPILLS SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SUBDIVISION RESTRICTION RECORD.
 - 12) SYSTEM DRAINAGE FACILITIES OUTSIDE THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER AND/OR RECONSTRUCTION. ALSO THE PLANNING DEPARTMENT SHALL BE CONTACTED PRIOR TO ANY RECONSTRUCTION UNLESS THE CANTON COUNTY PLANNING DEPARTMENT HAS BEEN ADVISED BY THE DEVELOPER.
 - 13) NO NEW DEVELOPMENT OR RECONSTRUCTION OF LAND MAY OCCUR WITHIN WITHIN THE SUBDIVISION UNLESS THE CANTON COUNTY PLANNING DEPARTMENT HAS BEEN ADVISED BY THE DEVELOPER.
 - 14) PRIVATE WATER IS SUPPLIED BY THE CITY OF IDAHO AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF IDAHO.
 - 15) ALL EXISTING LOTS SHALL BE DIVIDED BY A CANTON COUNTY WATER FACILITY APPROVED BY SOO.
 - 16) NO ACCESS SHALL BE ALLOWED TO THE LAND IN A PLATTED SUPERSTITION CITY FROM BY A PUBLIC HIGHWAY STREET UNLESS SOON AFTER THE ROADWAY IS CONSTRUCTED BY THE DEVELOPER OR THE CANTON COUNTY PLANNING DEPARTMENT.
 - 17) THE HOMEOWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ROADWAY AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ROADWAY AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ROADWAY.
 - 18) NO CONSTRUCTION SHALL BE ALLOWED ON LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



WHPacific
 INCORPORATED
 6003 S. Industry Way, Ste. 10
 IDAHO FALLS, IDAHO 83404
 208-343-4400 Fax 208-342-5333
 www.whepac.com

- SHEET INDEX**
- SHEET 1 - PART OF THE PLAT THAT WORKS UNDER THE LINE
 - SHEET 2 - CONTIGUOUS AND ADJACENT
 - SHEET 3 - CONTIGUOUS AND ADJACENT
- REFERENCES**
- (1) RECORD OF SURVEY NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 - (2) PLAT OF BRITANNIA HEIGHTS SUBDIVISION NO. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 - (3) PLAT OF BRITANNIA HEIGHTS SUBDIVISION NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

LEGEND

FOUND BARS INDICATED AS NOTED

FORMS & PERMITS WITH YELLOW BARS

FORMS & PERMITS WITH RED BARS

FORMS & PERMITS WITH GREEN BARS

FORMS & PERMITS WITH BLUE BARS

FORMS & PERMITS WITH PURPLE BARS

FORMS & PERMITS WITH BROWN BARS

FORMS & PERMITS WITH PINK BARS

FORMS & PERMITS WITH GRAY BARS

FORMS & PERMITS WITH BLACK BARS

FORMS & PERMITS WITH WHITE BARS

FORMS & PERMITS WITH OTHER BARS

LINE #	BEARING	DIST.	AREA	PERIMETER	PERCENTAGE
1	N 89° 52' 37" E	48.00	100.00	100.00	100.00
2	S 89° 52' 37" E	48.00	100.00	100.00	100.00
3	N 89° 52' 37" W	48.00	100.00	100.00	100.00
4	S 89° 52' 37" W	48.00	100.00	100.00	100.00
5	N 89° 52' 37" E	48.00	100.00	100.00	100.00
6	S 89° 52' 37" E	48.00	100.00	100.00	100.00
7	N 89° 52' 37" W	48.00	100.00	100.00	100.00
8	S 89° 52' 37" W	48.00	100.00	100.00	100.00
9	N 89° 52' 37" E	48.00	100.00	100.00	100.00
10	S 89° 52' 37" E	48.00	100.00	100.00	100.00

LINE #	BEARING	DIST.	AREA	PERIMETER	PERCENTAGE
11	N 89° 52' 37" E	48.00	100.00	100.00	100.00
12	S 89° 52' 37" E	48.00	100.00	100.00	100.00
13	N 89° 52' 37" W	48.00	100.00	100.00	100.00
14	S 89° 52' 37" W	48.00	100.00	100.00	100.00
15	N 89° 52' 37" E	48.00	100.00	100.00	100.00
16	S 89° 52' 37" E	48.00	100.00	100.00	100.00
17	N 89° 52' 37" W	48.00	100.00	100.00	100.00
18	S 89° 52' 37" W	48.00	100.00	100.00	100.00
19	N 89° 52' 37" E	48.00	100.00	100.00	100.00
20	S 89° 52' 37" E	48.00	100.00	100.00	100.00

2021-045034
RECORDED
06/24/2021 01:53 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=8 MBROWN \$31.00
TYPE: MISC
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

After recording, please return to:

Brittania Heights LLC
Attn: Jeff Hess
855 Broad St., Ste. 300
Boise, Idaho 83702

ACCOMMODATION

**FIRST AMENDMENT TO SECOND SUPPLEMENTAL DECLARATION TO THE
FIRST AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRITTANIA HEIGHTS**

THIS FIRST AMENDMENT TO SECOND SUPPLEMENTAL DECLARATION TO THE FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRITTANIA HEIGHTS (this “**First Amendment - Second Supplement**”) is executed effective this 23 day of June, 2021 (the “**Effective Date**”), by Brittania Heights Homeowners Association, Inc., an Idaho non-profit corporation (the “**Association**”).

RECITALS

A. Reference is made to that certain First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Brittania Heights Subdivision, recorded in the real property records of Canyon County, Idaho on April 6, 2017 as Instrument No. 2017-012952, as amended by that certain First Amendment to First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Brittania Heights Subdivision, recorded in the real property records of Canyon County, Idaho on August 16, 2018 as Instrument No. 2018-036526, as supplemented by that certain Amended and Restated Supplemental Declaration to the First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Brittania Heights Subdivision recorded in the real property records of Canyon County, Idaho on December 18, 2019 as Instrument No. 2019-061763, as supplemented by that certain Second Supplemental Declaration to the First Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Brittania Heights recorded in the real property records of Canyon County, Idaho on September 23, 2020 as Instrument No. 2020-054928 (collectively, the “**Master Declaration**”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Declaration. For the avoidance of doubt, the document described above as Instrument No. 2020-054928 is referred to herein as the “**Second Supplement**.”

B. Brittania Heights LLC, an Idaho limited liability company (“**Grantor**”), owning 20 (#) of the one hundred eighteen (118) Lots and entitled to five (5) votes per Lot as of the First Amendment Date, represents more than fifty percent (50%) of the total voting power of the Association.

C. The Association, having received a written consent from Grantor approving the amendments contained in this First Amendment – Second Supplement as evidenced by the consent appended hereto, desires to amend the Second Supplement pursuant to Section 14.3.2 of the Master Declaration, pursuant and subject to the terms and conditions hereinafter set forth.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby agrees and declares as follows:

1. **Recitals.** The recitals set forth above are true, correct, material, and are hereby incorporated by reference as if set forth in this Section 1 in full.

2. **Amendment.** This Second Supplement is hereby amended by deleting Exhibits A and B therefrom in their entirety and replacing them with Exhibits A and B attached and incorporated herein, respectively.

3. **Effect of First Amendment – Second Supplement.** Upon recordation hereof, this First Amendment – Second Supplement will: (i) become a part of the Master Declaration; (ii) run with the land and be binding upon any Person having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Property; (iii) inure to the benefit of every Lot, parcel, or portion of the Property; and (iv) inure to the benefit of and is binding upon Grantor, the Association, and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Property, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Second Supplement and the terms and conditions of this First Amendment – Second Supplement, the terms and conditions of this First Amendment – Second Supplement will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Association has executed this First Amendment – Second Supplement effective as of the Effective Date.

ASSOCIATION:

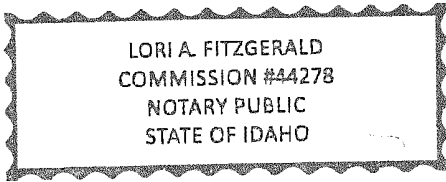
Brittania Heights Homeowners Association, Inc.,
an Idaho non-profit corporation

By: [Signature]
Name: Jeffrey L. Hess
Its: President

Attest:
[Signature]
Matt Hawkins, Association Secretary

STATE OF Idaho)
) ss.
County of Canyon)

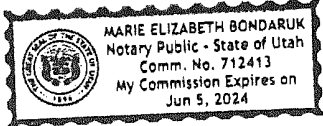
This record was acknowledge before me on June 23rd, 2021, by Jeffrey L. Hess, as President of Brittania Heights Homeowners Association, Inc.



[Signature]
My commission expires: Residing in Nampa, Idaho
My Commission Expires 4-19-2023

STATE OF Utah)
) ss.
County of Salt Lake)

This record was acknowledge before me on 22nd day of June, 2021, by Matt Hawkins, as Secretary of Brittania Heights Homeowners Association, Inc.



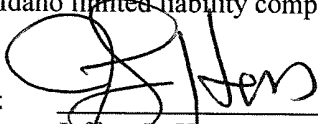
[Signature]
My commission expires: June 5, 2024

GRANTOR CONSENT

Grantor hereby approves of and consents to the foregoing First Amendment – Second Supplement.

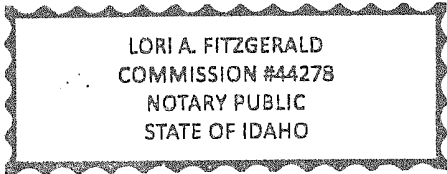
GRANTOR:

Brittania Heights LLC,
an Idaho limited liability company

By: 
Name: Jeffrey L. Hess
Its: Manager

STATE OF Idaho)
) ss.
County of Canyon)

This record was acknowledge before me on June 23rd, 2021, by Jeffrey L. Hess, as Manager of Brittania Heights LLC.





My commission expires: Residing in Nampa, Idaho
~~My Commission Expires 4-19-2023~~

EXHIBIT A

Legal Description and Graphic Depiction of the Phase 5 Property

[attached]

PLAT OF
BRITANNIA HEIGHTS SUBDIVISION NO. 5
 A PARCEL OF LAND BEING A PORTION
 OF THE SW 1/4 OF THE SE 1/4
 T. 3 N., R. 1 W., BOISE MERIDIAN,
 CANYON COUNTY, IDAHO
 2021

BOOK 52 PAGE 20

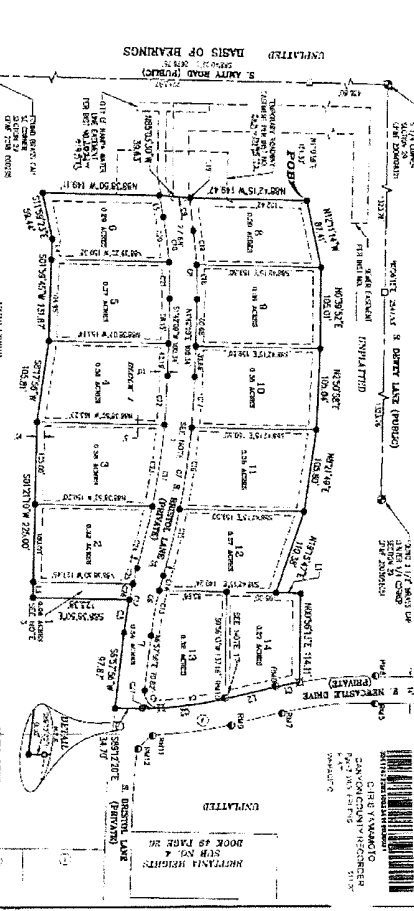
APPROVAL OF MAPPA HIGHWAY DISTRICT NO. 1
 I, D. K. Smith, District Engineer, do hereby certify that the above plat has been approved for recording in accordance with the provisions of the laws of the State of Idaho. My commission expires on 12/31/2021.

2-11-2021
 2021-031415
 TELECOMM
 0507/2021 11:48 AM
 CHRIS YAMAMOTO
 SANJOAQUIN/ENGINEER
 2021

SCALE
 1" = 100 FT
 0 40 80 120

NOTES

- 1) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 2) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 3) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 4) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 5) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 6) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 7) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 8) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 9) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.
- 10) THE LOTS IN THIS SUBDIVISION ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THE ORIGINAL SUBDIVISION.



DEED TABLE

DEED #	DATE	FROM	TO	ACRES	OR. BOOK	OR. PAGE
1	1/15/20	WALTON	WALTON	1.00	4832	107
2	1/15/20	WALTON	WALTON	1.00	4832	108
3	1/15/20	WALTON	WALTON	1.00	4832	109
4	1/15/20	WALTON	WALTON	1.00	4832	110
5	1/15/20	WALTON	WALTON	1.00	4832	111
6	1/15/20	WALTON	WALTON	1.00	4832	112
7	1/15/20	WALTON	WALTON	1.00	4832	113
8	1/15/20	WALTON	WALTON	1.00	4832	114
9	1/15/20	WALTON	WALTON	1.00	4832	115
10	1/15/20	WALTON	WALTON	1.00	4832	116
11	1/15/20	WALTON	WALTON	1.00	4832	117
12	1/15/20	WALTON	WALTON	1.00	4832	118
13	1/15/20	WALTON	WALTON	1.00	4832	119
14	1/15/20	WALTON	WALTON	1.00	4832	120
15	1/15/20	WALTON	WALTON	1.00	4832	121
16	1/15/20	WALTON	WALTON	1.00	4832	122
17	1/15/20	WALTON	WALTON	1.00	4832	123
18	1/15/20	WALTON	WALTON	1.00	4832	124
19	1/15/20	WALTON	WALTON	1.00	4832	125
20	1/15/20	WALTON	WALTON	1.00	4832	126

DEED TABLE

DEED #	DATE	FROM	TO	ACRES	OR. BOOK	OR. PAGE
1	1/15/20	WALTON	WALTON	1.00	4832	107
2	1/15/20	WALTON	WALTON	1.00	4832	108
3	1/15/20	WALTON	WALTON	1.00	4832	109
4	1/15/20	WALTON	WALTON	1.00	4832	110
5	1/15/20	WALTON	WALTON	1.00	4832	111
6	1/15/20	WALTON	WALTON	1.00	4832	112
7	1/15/20	WALTON	WALTON	1.00	4832	113
8	1/15/20	WALTON	WALTON	1.00	4832	114
9	1/15/20	WALTON	WALTON	1.00	4832	115
10	1/15/20	WALTON	WALTON	1.00	4832	116
11	1/15/20	WALTON	WALTON	1.00	4832	117
12	1/15/20	WALTON	WALTON	1.00	4832	118
13	1/15/20	WALTON	WALTON	1.00	4832	119
14	1/15/20	WALTON	WALTON	1.00	4832	120
15	1/15/20	WALTON	WALTON	1.00	4832	121
16	1/15/20	WALTON	WALTON	1.00	4832	122
17	1/15/20	WALTON	WALTON	1.00	4832	123
18	1/15/20	WALTON	WALTON	1.00	4832	124
19	1/15/20	WALTON	WALTON	1.00	4832	125
20	1/15/20	WALTON	WALTON	1.00	4832	126

DEED TABLE

DEED #	DATE	FROM	TO	ACRES	OR. BOOK	OR. PAGE
1	1/15/20	WALTON	WALTON	1.00	4832	107
2	1/15/20	WALTON	WALTON	1.00	4832	108
3	1/15/20	WALTON	WALTON	1.00	4832	109
4	1/15/20	WALTON	WALTON	1.00	4832	110
5	1/15/20	WALTON	WALTON	1.00	4832	111
6	1/15/20	WALTON	WALTON	1.00	4832	112
7	1/15/20	WALTON	WALTON	1.00	4832	113
8	1/15/20	WALTON	WALTON	1.00	4832	114
9	1/15/20	WALTON	WALTON	1.00	4832	115
10	1/15/20	WALTON	WALTON	1.00	4832	116
11	1/15/20	WALTON	WALTON	1.00	4832	117
12	1/15/20	WALTON	WALTON	1.00	4832	118
13	1/15/20	WALTON	WALTON	1.00	4832	119
14	1/15/20	WALTON	WALTON	1.00	4832	120
15	1/15/20	WALTON	WALTON	1.00	4832	121
16	1/15/20	WALTON	WALTON	1.00	4832	122
17	1/15/20	WALTON	WALTON	1.00	4832	123
18	1/15/20	WALTON	WALTON	1.00	4832	124
19	1/15/20	WALTON	WALTON	1.00	4832	125
20	1/15/20	WALTON	WALTON	1.00	4832	126

DEED TABLE

DEED #	DATE	FROM	TO	ACRES	OR. BOOK	OR. PAGE
1	1/15/20	WALTON	WALTON	1.00	4832	107
2	1/15/20	WALTON	WALTON	1.00	4832	108
3	1/15/20	WALTON	WALTON	1.00	4832	109
4	1/15/20	WALTON	WALTON	1.00	4832	110
5	1/15/20	WALTON	WALTON	1.00	4832	111
6	1/15/20	WALTON	WALTON	1.00	4832	112
7	1/15/20	WALTON	WALTON	1.00	4832	113
8	1/15/20	WALTON	WALTON	1.00	4832	114
9	1/15/20	WALTON	WALTON	1.00	4832	115
10	1/15/20	WALTON	WALTON	1.00	4832	116
11	1/15/20	WALTON	WALTON	1.00	4832	117
12	1/15/20	WALTON	WALTON	1.00	4832	118
13	1/15/20	WALTON	WALTON	1.00	4832	119
14	1/15/20	WALTON	WALTON	1.00	4832	120
15	1/15/20	WALTON	WALTON	1.00	4832	121
16	1/15/20	WALTON	WALTON	1.00	4832	122
17	1/15/20	WALTON	WALTON	1.00	4832	123
18	1/15/20	WALTON	WALTON	1.00	4832	124
19	1/15/20	WALTON	WALTON	1.00	4832	125
20	1/15/20	WALTON	WALTON	1.00	4832	126

DEED TABLE

DEED #	DATE	FROM	TO	ACRES	OR. BOOK	OR. PAGE
1	1/15/20	WALTON	WALTON	1.00	4832	107
2	1/15/20	WALTON	WALTON	1.00	4832	108
3	1/15/20	WALTON	WALTON	1.00	4832	109
4	1/15/20	WALTON	WALTON	1.00	4832	110
5	1/15/20	WALTON	WALTON	1.00	4832	111
6	1/15/20	WALTON	WALTON	1.00	4832	112
7	1/15/20	WALTON	WALTON	1.00	4832	113
8	1/15/20	WALTON	WALTON	1.00	4832	114
9	1/15/20	WALTON	WALTON	1.00	4832	115
10	1/15/20	WALTON	WALTON	1.00	4832	116
11	1/15/20	WALTON	WALTON	1.00	4832	117
12	1/15/20	WALTON	WALTON	1.00	4832	118
13	1/15/20	WALTON	WALTON	1.00	4832	119
14	1/15/20	WALTON	WALTON	1.00	4832	120
15	1/15/20	WALTON	WALTON	1.00	4832	121
16	1/15/20	WALTON	WALTON	1.00	4832	122
17	1/15/20	WALTON	WALTON	1.00	4832	123
18	1/15/20	WALTON	WALTON	1.00	4832	124
19	1/15/20	WALTON	WALTON	1.00	4832	125
20	1/15/20	WALTON	WALTON	1.00	4832	126

DEED TABLE

DEED #	DATE	FROM	TO	ACRES	OR. BOOK	OR. PAGE
1	1/15/20	WALTON	WALTON	1.00	4832	107
2	1/15/20	WALTON	WALTON	1.00	4832	108
3	1/15/20	WALTON	WALTON	1.00	4832	109
4	1/15/20	WALTON	WALTON	1.00	4832	110
5	1/15/20	WALTON	WALTON	1.00	4832	111
6	1/15/20	WALTON	WALTON	1.00	4832	112
7	1/15/20	WALTON	WALTON	1.00	4832	113
8	1/15/20	WALTON	WALTON	1.00	4832	114
9	1/15/20	WALTON	WALTON	1.00	4832	115
10	1/15/20	WALTON	WALTON	1.00	4832	116
11	1/15/20	WALTON	WALTON	1.00	4832	117
12	1/15/20	WALTON	WALTON	1.00	4832	118
13	1/15/20	WALTON	WALTON	1.00	4832	119
14	1/15/20	WALTON	WALTON	1.00	4832	120
15	1/15/20	WALTON	WALTON	1.00	4832	121
16	1/15/20	WALTON	WALTON	1.00	4832	122
17	1/15/20	WALTON	WALTON	1.00	4832	123
18	1/15/20	WALTON	WALTON	1.00	4832	124
19	1/15/20	WALTON	WALTON	1.00	4832	125
20	1/15/20	WALTON	WALTON	1.00	4832	126

DEED TABLE

DEED #	DATE	FROM	TO	ACRES	OR. BOOK	OR. PAGE
1	1/15/20	WALTON	WALTON	1.00	4832	107
2	1/15/20	WALTON	WALTON	1.00	4832	108
3	1/15/20	WALTON	WALTON	1.00	4832	109
4	1/15/20	WALTON	WALTON	1.00	4832	110
5	1/15/20	WALTON	WALTON	1.00	4832	111
6	1/15/20	WALTON	WALTON	1.00	4832	112
7	1/15/20	WALTON	WALTON	1.00	4832	113
8	1/15/20	WALTON	WALTON	1.00	4832	114
9	1/15/20	WALTON	WALTON	1.00	4832	115
10	1/15/20	WALTON	WALTON	1.00	4832	116
11	1/15/20	WALTON	WALTON	1.00	4832	117
12	1/15/20	WALTON	WALTON	1.00	4832	118
13	1/15/20	WALTON	WALTON	1.00	4832	119
14	1/15/20	WALTON	WALTON	1.00	4832	120
15	1/15/20	WALTON	WALTON	1.00	4832	121
16	1/15/20	WALTON	WALTON	1.00	4832	122
17	1/15/20	WALTON	WALTON	1.00	4832	123
18	1/15/20	WALTON	WALTON	1.00	4832	124
19	1/15/20	WALTON	WALTON	1.00	4832	125
20	1/15/20	WALTON	WALTON	1.00	4832	126

WHPacific
 1776
 800.300.3000
 2021-03-11

SHEET INDEX
 SHEET 1 OF 3
 SHEET 2 OF 3
 SHEET 3 OF 3

REFERENCES
 1. 1/15/20 WALTON
 2. 1/15/20 WALTON
 3. 1/15/20 WALTON
 4. 1/15/20 WALTON
 5. 1/15/20 WALTON
 6. 1/15/20 WALTON
 7. 1/15/20 WALTON
 8. 1/15/20 WALTON
 9. 1/15/20 WALTON
 10. 1/15/20 WALTON
 11. 1/15/20 WALTON
 12. 1/15/20 WALTON
 13. 1/15/20 WALTON
 14. 1/15/20 WALTON
 15. 1/15/20 WALTON
 16. 1/15/20 WALTON
 17. 1/15/20 WALTON
 18. 1/15/20 WALTON
 19. 1/15/20 WALTON
 20. 1/15/20 WALTON

Legal Description and Graphic Depiction of the Phase 6 Property
[attached]

