

OFFICIALS

Joe Stear, Mayor
Briana Buban-Vonder Haar, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
Greg McPherson, Council Member



CITY OF KUNA
Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting
AGENDA
Tuesday, October 1, 2019

6:00 P.M. REGULAR CITY COUNCIL

- 1. Call to Order and Roll Call**
- 2. Invocation: Dean Herring, South Valley Baptist Church**
- 3. Pledge of Allegiance: Mayor Stear**
- 4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS**

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

A. City Council Meeting Minutes

- 1. Regular City Council Minutes, September 17, 2019**

B. Accounts Payable Dated September 26, 2019 in the Amount \$274,439.15

C. Resolutions

- 1. Consideration to approve Resolution No. R72-2019**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY PATAGONIA DEVELOPMENT, LLC, FOR THE PATAGONIA SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

- 2. Consideration to approve Resolution No. R73-2019**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

JUB ENGINEERING, INC. FOR 4TH STREET REVITALIZATION CONCEPT PLANNING; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

D. Final Plats

1. Consideration to approve Case No. 19-10-FP (Final Plat) for Patagonia No. 4.
2. Consideration to approve Case No. 19-11-FP (Final Plat) for Patagonia No. 5.

5. Community Reports or Requests:

None

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

None

7. Business Items:

None

8. Ordinances:

None

9. Mayor/Council Announcements:

10. Executive Session:

None

11. Adjournment:



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CITY OF KUNA

Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting

MINUTES

Tuesday, September 17, 2019

6:00 P.M. REGULAR CITY COUNCIL

1. *Call to Order and Roll Call*

COUNCIL MEMBERS PRESENT:

Mayor Joe Stear
 Council President Briana Buban-Vonder Haar - Absent
 Council Member Richard Cardoza
 Council Member Warren Christensen
 Council Member Greg McPherson

CITY STAFF PRESENT:

Jared Empey, City Treasurer
 Chris Engels, City Clerk
 Bill Gigray, City Attorney
 Lisa Holland, Economic Development Director
 Wendy Howell, Planning & Zoning Director
 Nancy Stauffer, Human Resources Director
 Bobby Withrow, Parks Director
 Jon McDaniel, Police Chief

2. *Invocation: Chris Bent, Calvary Chapel*

3. *Pledge of Allegiance: Mayor Stear*

Mayor Stear informed the audience item 6A, the public hearing for adopting the amended Kuna Rural Fire District Capital Improvements Plan, was going to be tabled.

4. **Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS *(Timestamp 00:02:33)*

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

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A. City Council Meeting Minutes

1. Regular City Council Minutes, September 3, 2019

B. Accounts Payable Dated September 12, 2019 in the Amount \$1,169,204.48

C. Resolutions

1. Consideration to approve Resolution No. R67-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE STATEWIDE COPIER AND PRINTER CONTRACT EQUIPMENT PLACEMENT FORM WITH VALLEY OFFICE SYSTEMS.

2. Consideration to approve Resolution No. R68-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT, AUTHORIZING AND APPROVING THE PAYMENT OF ANNUAL MEMBERSHIP DUES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

3. Consideration to approve Resolution No. R69-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2019-2020 FOR THE CITY OF KUNA, IDAHO.

4. Consideration to approve Resolution No. R70-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR SHERIFF'S COMMUNITY SERVICE (SCS) WORKERS FOR THE FISCAL YEAR 2019-2020 FOR THE CITY OF KUNA, IDAHO.

D. Final Plats

1. Consideration to approve Case No. 19-09-FP (Final Plat) for Crimson Point South.

2. Consideration to approve Case No. 19-05-FP (Final Plat) for Arbor Ridge Subdivision No. 5.

**Council Member McPherson moved to approve the consent agenda as published. Seconded by Council Member Christensen. Approved by the following roll call vote: Voting Aye: Council Members Cardoza, Christensen, and McPherson
Voting No: None
Absent: Council President Buban-Vonder Haar
Motion carried 3-0-1.**

5. Community Reports or Requests:

None

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

- A. Public Hearing that was tabled on September 3, 2019 and Consideration to approve Resolution No. R65-2019 – Bill Gigray, City Attorney **ACTION ITEM**
(Timestamp 00:03:15)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO:

- MAKING CERTAIN FINDINGS;
- ADOPTION OF THE KUNA RURAL FIRE DISTRICT CAPITAL IMPROVEMENTS PLAN- FINAL JANUARY 2018-AMENDED JUNE 2019 ("CAPITAL IMPROVEMENTS PLAN AMENDED JUNE 2019");
- DIRECTING THE CITY CLERK;
- SETTING AN EFFECTIVE DATE

City Clerk Chris Engels explained the Fire Chief had come in and requested to table this item indefinitely. There was no set date going forward. They were still working with Ada County.

Council Member McPherson moved to table item 6A indefinitely. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

7. Business Items:

- A. Domestic Violence Awareness Month Proclamation – Mayor Stear
(Timestamp 00:04:03)

Mayor Stear read the proclamation. He noted the City of Kuna had been doing this for several years and it was always good to be a part of it and assisting wherever possible.

- B.** Consideration to approve Resolution No. R71-2019 – Bobby Withrow, Parks Director **ACTION ITEM**
(Timestamp 00:06:08)

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT TO NAME THE PROPERTY ON SHORTLINE ROAD, SOLD BY THE ZAMZOW FAMILY TO THE CITY OF KUNA, WHICH WILL BE TURNED INTO A CITY PARK, “HELEN ZAMZOW PARK” AS LONG AS THE PROPERTY REMAINS A PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

Parks Director Bobby Withrow reviewed the request and stood for questions.

Mayor Stear clarified the price for the property was substantially reduced which was considered a partial donation from Zamzows and naming the park was part of the agreement.

Council Member McPherson moved to approve Resolution No. R71-2019. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

- C.** Request for \$120,000 from Park Impact Fee Fund to start developing Helen Zamzow Park – Bobby Withrow, Parks Director **ACTION ITEM**
(Timestamp 00:08:00)

Parks Director Bobby Withrow reviewed the request and stood for questions.

Council Member Cardoza asked how many acres were there.

Mr. Withrow responded 17.

Council Member McPherson clarified this was for clean up and getting the park ready.

Mr. Withrow explained it was. It would be cleaning up and some engineering. There were a couple big piles of dirt and rock and lots of garbage.

Council Member McPherson moved to approve the expenditure of \$120,000 from the Park Impact Fee Fund to start developing Helen Zamzow Park. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

8. Ordinances:

A. Consideration to approve Ordinance No. 2019-36 ACTION ITEM

(Timestamp 00:09:54)

A MUNICIPAL ANNEXATION ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ALL LANDS LEGALLY DESCRIBED IN EXHIBIT A-1, OWNED BY FALCON CREST LLC, OR FALCON CREST HOLDINGS LLC, OR FAIRMOUNT TEMPLE LLC, SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Council Member McPherson moved to waive three readings of Ordinance No. 2019-36. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

Council Member McPherson moved to approve Ordinance No. 2019-36. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, and McPherson

Voting No: None

Absent: Council President Buban-Vonder Haar

Motion carried 3-0-1.

B. Consideration to approve Ordinance No. 2019-37 ACTION ITEM

(Timestamp 00:11:37)

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTIES, TO WIT: LANDS LEGALLY DESCRIBED IN EXHIBIT A-1 and A-2, OWNED BY FALCON CREST LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Council Member McPherson moved to waive three readings of Ordinance No. 2019-37. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

Council Member McPherson moved to approve Ordinance No. 2019-37. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, and McPherson

Voting No: None

Absent: Council President Buban-Vonder Haar

Motion carried 3-0-1.

9. Mayor/Council Announcements:

(Timestamp 00:12:53)

Mayor Stear shared the Mayor's Table was very nice. He appreciated staff's hard work to get it set up. He liked having a lot of different members of the community together and it was a nice addition having the VFW give their awards that night. It was a great part of the program and the entertainment was good. He gave kudos to all those who helped.

Council Member Cardoza commented the food was excellent. He felt it was the best yet.

Mayor Stear was very pleased they were able to get Life's Kitchen to cater the event. He also congratulated Kuna Police Chief Jon McDaniel on the award he had received. It was well deserved and he appreciated all of his efforts.

10. Executive Session:

A. Convene to Executive Session pursuant to:

(Timestamp 00:15:46)

Idaho Code Section 74-206 (1)(e)

- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

Mayor Stear indicated he, Council, Economic Development Director Lisa Holland, and City Attorney Bill Gigray would remain for the Executive Session. Mr. Gigray was appointed as special clerk to take the minutes.

Council Member McPherson moved to convene the Executive Session pursuant to Idaho Code Section 74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, and McPherson

Voting No: None

Absent: Council President Buban-Vonder Haar

Motion carried 3-0-1.

Executive Session City Council Regular Meeting of September 17, 2019 – The City Council, upon a unanimous vote, convened into the Executive Session, pursuant to Idaho Code Section 74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The executive session was convened at 6:17 p.m. In attendance was Mayor Joe Stear, Council Member Richard Cardoza, Council Member Warren Christensen, and Council Member Greg McPherson. Council President Briana Buban-Vonder Haar was absent. Also, in attendance by request of the Mayor and Council, was Lisa Holland, the City of Kuna’s Economic Development Director and the City Attorney, Wm. F. Gigray, III. Wm. F. Gigray, III was appointed as special clerk to take the minutes of this executive session. Information was then provided by Lisa Holland to the Mayor and the Members of the City Council regarding the subject of the executive session. At 6:38 p.m. Council Member Greg McPherson moved and Council Member Warren Christensen seconded to come out of executive session and to reconvene into open session which motion passed unanimously.



Wm. F. Gigray, Clerk of Executive Sessions.

Open session resumed and Mayor Stear reported that information was received during the executive session relative to the announced purposes for going into the executive session and no action was taken by the City Council.

11. Adjournment: 8:32 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 10.01.2019

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	09232019ACP		<u>PROSECUTORIAL SERVICES FOR SEPTEMBER 2019</u>	09/23/2019	4,630.83	.00	01-6203 <u>PROSECUTORIAL SERVICES</u>	0	9/19		
Total 09232019ACPA:						4,630.83	.00					
176	ADA COUNTY PROSECUTING ATTORNE	09242019ACP		<u>PROSECUTORIAL SERVICES FOR AUGUST 2019</u>	09/23/2019	4,630.83	.00	01-6203 <u>PROSECUTORIAL SERVICES</u>	0	9/19		
Total 09242019ACPA:						4,630.83	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						9,261.66	.00					
ADDAM TRAVIS CHAVARRIA												
1955	ADDAM TRAVIS CHAVARRIA	09092019AC		<u>PERFORMER, MAYOR'S TABLE EVENT, SEPT. '19</u>	09/13/2019	300.00	300.00	01-6070 <u>DONATIONS EXPENSE</u>	0	9/19	09/13/2019	
Total 09092019AC:						300.00	300.00					
Total ADDAM TRAVIS CHAVARRIA:						300.00	300.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	23416		<u>ADD A CAT D LIC FOR A CPE PHONE AT PARKS & REC. OFFICE, B. WITHROW, SEP. '19</u>	09/17/2019	160.00	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/19		
Total 23416:						160.00	.00					
1566	ADVANCED COMMUNICATIONS, INC.	23482		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/2019-12/31/2019 - ADMIN</u>	09/01/2019	94.08	.00	01-6255 <u>TELEPHONE</u>	0	9/19		

City of Kuna

Payment Approval Report - City Council Approval

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Report dates: 9/13/2019-9/26/2019

Sep 26, 2019 10:16AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1566	ADVANCED COMMUNICATIONS, INC.	23482		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/2019-12/31/2019 - WATER</u>	09/01/2019	87.36	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/19		
1566	ADVANCED COMMUNICATIONS, INC.	23482		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/2019-12/31/2019 - SEWER</u>	09/01/2019	87.36	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/19		
1566	ADVANCED COMMUNICATIONS, INC.	23482		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/2019-12/31/2019 - P.I.</u>	09/01/2019	33.60	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/19		
1566	ADVANCED COMMUNICATIONS, INC.	23482		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/2019-12/31/2019 - P&Z</u>	09/01/2019	33.60	.00	<u>01-6255 TELEPHONE</u>	1003	9/19		
Total 23482:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						496.00	.00					
BDP INDUSTRIES INC												
2005	BDP INDUSTRIES INC	11271	9048	<u>PROXIMITY SWITCH, FOR BELT PRESS IN THE SOLID'S BUILDING, T. SHAFFER, SEP. '19</u>	09/23/2019	243.47	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/19		
Total 11271:						243.47	.00					
Total BDP INDUSTRIES INC:						243.47	.00					
BOISE METRO CHAMBER OF COMMERCE												
71	BOISE METRO CHAMBER OF COMMERCE	5793099		<u>BVEP DUES, 10/1/2019-9/30/2020, AUG. '19</u>	08/27/2019	5,000.00	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/19		
Total 5793099:						5,000.00	.00					
Total BOISE METRO CHAMBER OF COMMERCE:						5,000.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	143138	9024	<u>PACK OF BLACK PENS FOR T. SHAFFER, SEP. '19</u>	09/11/2019	21.09	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		

City of Kuna

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Report dates: 9/13/2019-9/26/2019

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1795	BUYWYZ LLC	143138	9024	<u>MARTIN YALE PREMIER FOLDERS AND BURSTER ROLLER CLEANER, PRESSBOARD CLASSIFICATION FOLDERS, P&Z, SEP. '19</u>	09/11/2019	81.92	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/19		
1795	BUYWYZ LLC	143138	9024	<u>3 PKS OF KLEENEX FACIAL TISSUE, BOX OF COPY PAPER, MANILLA FOLDERS, CITY HALL, SEP. '19 - ADMIN</u>	09/11/2019	26.66	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143138	9024	<u>3 PKS OF KLEENEX FACIAL TISSUE, BOX OF COPY PAPER, MANILLA FOLDERS, CITY HALL, SEP. '19 - WATER</u>	09/11/2019	24.77	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143138	9024	<u>3 PKS OF KLEENEX FACIAL TISSUE, BOX OF COPY PAPER, MANILLA FOLDERS, CITY HALL, SEP. '19 - SEWER</u>	09/11/2019	24.77	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143138	9024	<u>3 PKS OF KLEENEX FACIAL TISSUE, BOX OF COPY PAPER, MANILLA FOLDERS, CITY HALL, SEP. '19 - P.I.</u>	09/11/2019	9.53	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143138	9024	<u>3 PKS OF KLEENEX FACIAL TISSUE, BOX OF COPY PAPER, MANILLA FOLDERS, CITY HALL, SEP. '19 - P&Z</u>	09/11/2019	9.53	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/19		
Total 143138:						198.27	.00					
1795	BUYWYZ LLC	143138.1	9024	<u>OUTDOOR LITERATURE BOX, T. SHAFFER, SEP. '19</u>	09/18/2019	29.84	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		
Total 143138.1:						29.84	.00					
1795	BUYWYZ LLC	143545	9062	<u>3-HOLE PUNCH, D.CROSSLEY, SEPT.'19</u>	09/19/2019	13.84	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143545	9062	<u>3-HOLE PUNCH, D.CROSSLEY, SEPT.'19</u>	09/19/2019	13.84	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		

City of Kuna

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1795	BUYWYZ LLC	143545	9062	<u>3-HOLE PUNCH, D.CROSSLEY, SEPT.'19</u>	09/19/2019	5.28	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/19		
Total 143545:						32.96	.00					
1795	BUYWYZ LLC	143548	9063	<u>3 EA 2020 PLANNERS AND WALL CALENDAR FOR UTILITY BILLING, SEPT.'19 - ADMIN</u>	09/19/2019	21.54	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143548	9063	<u>3 EA 2020 PLANNERS AND WALL CALENDAR FOR UTILITY BILLING, SEPT.'19 - WATER</u>	09/19/2019	28.43	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143548	9063	<u>3 EA 2020 PLANNERS AND WALL CALENDAR FOR UTILITY BILLING, SEPT.'19 - SEWER</u>	09/19/2019	28.43	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	143548	9063	<u>3 EA 2020 PLANNERS AND WALL CALENDAR FOR UTILITY BILLING, SEPT.'19 - P.I.</u>	09/19/2019	7.74	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/19		
Total 143548:						86.14	.00					
Total BUYWYZ LLC:						347.21	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7/2019-10/6/2019, SEP. '19 - ADMIN</u>	09/07/2019	13.90	13.90	<u>01-6255 TELEPHONE</u>	0	9/19	09/20/2019	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7/2019-10/6/2019, SEP. '19 - WATER</u>	09/07/2019	12.91	12.91	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/19	09/20/2019	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7/2019-10/6/2019, SEP. '19 - SEWER</u>	09/07/2019	12.91	12.91	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/19	09/20/2019	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7/2019-10/6/2019, SEP. '19 - P.I.</u>	09/07/2019	4.96	4.96	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/19	09/20/2019	

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62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7/2019-10/6/2019, SEP. '19 - P&Z</u>	09/07/2019	4.96	4.96	01-6255 TELEPHONE	1003	9/19	09/20/2019	
Total 2089229179548B090719:						49.64	49.64					
Total CENTURYLINK:						49.64	49.64					
CHARLES R GNIECH												
2000	CHARLES R GNIECH	1018	9082	<u>NEW SOFTWARE FOR FUEL SYSTEM AT PLANT, T. SHAFFER, SEP. '19 - ADMIN</u>	09/24/2019	119.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/19		
2000	CHARLES R GNIECH	1018	9082	<u>NEW SOFTWARE FOR FUEL SYSTEM AT PLANT, T. SHAFFER, SEP. '19 - WATER</u>	09/24/2019	158.07	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
2000	CHARLES R GNIECH	1018	9082	<u>NEW SOFTWARE FOR FUEL SYSTEM AT PLANT, T. SHAFFER, SEP. '19 - SEWER</u>	09/24/2019	158.07	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
2000	CHARLES R GNIECH	1018	9082	<u>NEW SOFTWARE FOR FUEL SYSTEM AT PLANT, T. SHAFFER, SEP. '19 - P.I.</u>	09/24/2019	43.11	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
Total 1018:						479.00	.00					
Total CHARLES R GNIECH:						479.00	.00					
CONSOLIDATED ELECTRICAL DISTRIBUTORS												
1588	CONSOLIDATED ELECTRICAL DISTRIBUTORS	0755-696534	8938	<u>16 EA RED COLOR CAP, 16 EA GREEN COLOR CAP, 16 EA YELLOW COLOR CAP, REPLACEMENT CAPS FOR BIO TRAIN ALARM LIGHTS, M. NADEAU, AUG. '19</u>	09/17/2019	559.68	.00	21-6150 M & R - SYSTEM	0	9/19		
Total 0755-696534:						559.68	.00					
Total CONSOLIDATED ELECTRICAL DISTRIBUTORS:						559.68	.00					

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CONSOLIDATED SUPPLY CO												
18	CONSOLIDATED SUPPLY CO	S009418609.0		<u>3" MECHANICAL JOINT LONG SOLID SLEEVE FOR WATER LINE REPAIR AT PLANT, SEWER, SEP. '19</u>	09/06/2019	180.03	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/19		
Total S009418609.002:						180.03	.00					
Total CONSOLIDATED SUPPLY CO:						180.03	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	L166770	9014	<u>42 EA METER REGISTERS, B.BURR, SEPT.'19</u>	09/12/2019	10,635.24	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	9/19		
Total L166770:						10,635.24	.00					
63	CORE & MAIN LP	L171874	9019	<u>25 EA METER LIDS, 92 EA METER BRACKETS, B. BURR, SEP. '19</u>	09/16/2019	730.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	9/19		
Total L171874:						730.00	.00					
63	CORE & MAIN LP	L173770	9014	<u>10 EA METER ADAPTERS, B.BURR, SEPT.'19</u>	09/12/2019	132.10	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	9/19		
Total L173770:						132.10	.00					
63	CORE & MAIN LP	L188166	9014	<u>30 EA METER ADAPTERS, B.BURR, SEPT.'19</u>	09/19/2019	396.30	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	9/19		
Total L188166:						396.30	.00					
63	CORE & MAIN LP	L207927	9046	<u>GRIPPER PLUG, ELM ST., R. JONES, SEPT.'19</u>	09/17/2019	44.08	.00	<u>25-6115 MAINT & REPAIR-SYSTEM-GRAVITY</u>	0	9/19		
Total L207927:						44.08	.00					

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63	CORE & MAIN LP	L219038	9052	<u>20 EA 5/8" METERS. B.BURR. SEPT.'19</u>	09/19/2019	1,902.80	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	9/19		
Total L219038:						1,902.80	.00					
Total CORE & MAIN LP:						13,840.52	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8217	9051	<u>TROUBLESHOOTING AND REPAIRING OVERLOAD RELAY AT PATAGONIA LS. T. FLEMING. SEP. '19</u>	09/13/2019	708.26	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/19		
Total 8217:						708.26	.00					
Total CUSTOM ELECTRIC, INC.:						708.26	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-1884905	8992	<u>POLYMER FOR DEWATERING SOLIDS BUILDING. T.SHAFER, SEP. '19</u>	09/18/2019	2,362.50	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	9/19		
Total IN-1884905:						2,362.50	.00					
Total DUBOIS CHEMICALS INC:						2,362.50	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0719629A		<u>REMAINING UNPAID BALANCE FOR P.I. SERVICE FOR 740 SCHOOL ST FROM INVOICE #: 0719629, SEP. '19</u>	09/06/2019	270.00	270.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	9/19	09/20/2019	
Total 0719629A:						270.00	270.00					
Total FERGUSON ENTERPRISES INC:						270.00	270.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	114832	9038	<u>DISCOVERY LIFT STATION PUMP REPAIR, SEWER, SEP. '19</u>	09/11/2019	2,354.97	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/19		

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Total 114832:						2,354.97	.00					
996	GEM STATE ELECTRIC	114833	9039	<u>6 EA START CAPACITORS FOR STOCK, T. FLEMING, SEP. '19</u>	09/11/2019	114.90	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/19		
Total 114833:						114.90	.00					
Total GEM STATE ELECTRIC:						2,469.87	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	44451		<u>PROJECT - KU19-0311, PROSPECTOR LIFT STATION PROJECT, PROFESSIONAL SERVICES FROM 4/28/19-6/1/19, PRELIMINARY DESIGN REVIEW - DRAFT LETTER REPORT, SURVEY AND ELEVATION VERIFICATION, FIELD, JUNE '19</u>	06/10/2019	2,900.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	9/19		
Total 44451:						2,900.00	.00					
1990	HOLLADAY ENGINEERING CO	44506		<u>PROJECT - KU19-0311, PROSPECTOR LIFT STATION SEWER PROJECT, PROFESSIONAL SERVICES FROM 6/2/19-6/29/19, PREPARED TECH MEMO ON "OTHER CONSIDERATIONS", PROPERTY EXHIBIT ON ALTERNATIVE ALIGNMENT, JULY, '19</u>	07/10/2019	340.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	9/19		
Total 44506:						340.00	.00					
Total HOLLADAY ENGINEERING CO:						3,240.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - ADMIN</u>	09/25/2019	262.94	.00	<u>01-6290 UTILITIES</u>	0	9/19		

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38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - SENIOR CENTER</u>	09/25/2019	351.15	.00	<u>01-6290 UTILITIES</u>	1001	9/19		
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - STREET LIGHTS</u>	09/25/2019	5,753.66	.00	<u>01-6290 UTILITIES</u>	1002	9/19		
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - P&Z</u>	09/25/2019	130.17	.00	<u>01-6290 UTILITIES</u>	1003	9/19		
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - PARKS</u>	09/25/2019	1,155.14	.00	<u>01-6290 UTILITIES</u>	1004	9/19		
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - WATER</u>	09/25/2019	9,133.58	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	9/19		
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - SEWER</u>	09/25/2019	20,744.83	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	9/19		
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - FARM</u>	09/25/2019	8,947.21	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/19		
38	IDAHO POWER CO	09252019IP		<u>ELECTRICAL SERVICE FOR SEP 2019 - P.I.</u>	09/25/2019	20,126.45	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	9/19		
Total 09252019IP:						66,605.13	.00					
Total IDAHO POWER CO:						66,605.13	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1181101	8995	<u>AD #: 1942957, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-29, JEFFERSON WASHBURN, MUNICIPAL ANNEXATION AND ZONING ORDINANCE, A. WELKER, SEP. '19</u>	09/11/2019	297.47	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1181101	8995	<u>AD #: 1942983, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-35, COTTONWOOD CROSSING FARM, LLC, MUNICIPAL ANNEXATION AND ZONING ORDINANCE, A. WELKER, SEP. '19</u>	09/11/2019	262.95	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		

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1802	IDAHO PRESS TRIBUNE, LLC	1181101		<u>AD #: 1943003, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-34, SSM2 COMPANY, MUNICIPAL ANNEXATION AND ZONING ORDINANCE, A. WELKER, SEP. '19</u>	09/11/2019	266.40	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1181101		<u>AD #: 1943012, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-33, KUNA SCHOOL DISTRICT NO. 3, MUNICIPAL REZONING, A. WELKER, SEP. '19</u>	09/11/2019	288.84	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1181101		<u>AD #: 1943019, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-32, NSDF, LLC PROPERTY, MUNICIPAL REZONING, A. WELKER, SEP. '19</u>	09/11/2019	237.06	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1181101		<u>AD #: 1943026, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-31, CITY OF KUNA, ANNUAL APPROPRIATION ORDINANCE, FISCAL YEAR 2019-2020, A. WELKER, SEP. '19</u>	09/11/2019	287.11	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1181101		<u>AD #: 1943033, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-30, GO FOR IT, LLC, SELECT DEVELOPMENT, LLC, SANDSTONE FARMS LLC, JANE C. GOLDEN ANNEXATION, MUNICIPAL ANNEXATION, A. WELKER, SEP. '19</u>	09/11/2019	323.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1181101		<u>AD #: 1943047, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-22, CITY OF KUNA, A. WELKER, SEP. '19</u>	09/11/2019	59.02	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/19		
Total 1181101:						2,022.21	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1181923	9034	<u>AD #: 1945660, LEGAL NOTICE, FILE # 19-02-OA - CITY OF KUNA, ZONING ORDINANCE AMENDMENT, J.HELLMAN, SEPT. '19</u>	09/18/2019	109.33	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/19		

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Total 1181923:						109.33	.00					
Total IDAHO PRESS TRIBUNE, LLC:						2,131.54	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	116012		<u>PRO-ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. ANTISPAM SERVICE. ANTIVIRUS SERVICE. AND SERVER MONITORING. SEP. '19</u>	09/15/2019	305.04	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	116012		<u>PRO-ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. ANTISPAM SERVICE. ANTIVIRUS SERVICE. AND SERVER MONITORING. SEP. '19 - WATER</u>	09/15/2019	283.25	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	116012		<u>PRO-ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. ANTISPAM SERVICE. ANTIVIRUS SERVICE. AND SERVER MONITORING. SEP. '19 - SEWER</u>	09/15/2019	283.25	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	116012		<u>PRO-ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. ANTISPAM SERVICE. ANTIVIRUS SERVICE. AND SERVER MONITORING. SEP. '19 - P.I.</u>	09/15/2019	108.94	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	116012		<u>PRO-ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. ANTISPAM SERVICE. ANTIVIRUS SERVICE. AND SERVER MONITORING. SEP. '19 - P&Z</u>	09/15/2019	108.94	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	9/19		

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Total 116012:						1,089.42	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,089.42	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 8/13/2019-9/10/2019 - SENIOR CENTER</u>	09/11/2019	34.61	34.61	01-6290 UTILITIES	1001	9/19	09/20/2019	
Total 482135196:						34.61	34.61					
37	INTERMOUNTAIN GAS CO	482327707813		<u>NATURAL GAS CONSUMPTION AT PARKS ORCHARD OFFICE, 8/13/2019-9/10/2019 - PARKS</u>	09/11/2019	5.67	5.67	01-6290 UTILITIES	1004	9/19	09/20/2019	
Total 4823277078131991019:						5.67	5.67					
37	INTERMOUNTAIN GAS CO	482634665813		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/13/2019-9/10/2019 - ADMIN</u>	09/11/2019	3.93	3.93	01-6290 UTILITIES	0	9/19	09/20/2019	
37	INTERMOUNTAIN GAS CO	482634665813		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/13/2019-9/10/2019 - WATER</u>	09/11/2019	3.64	3.64	20-6290 UTILITIES EXPENSE	0	9/19	09/20/2019	
37	INTERMOUNTAIN GAS CO	482634665813		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/13/2019-9/10/2019 - SEWER</u>	09/11/2019	3.64	3.64	21-6290 UTILITIES EXPENSE	0	9/19	09/20/2019	
37	INTERMOUNTAIN GAS CO	482634665813		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/13/2019-9/10/2019 - P.I.</u>	09/11/2019	1.40	1.40	25-6290 UTILITIES EXPENSE	0	9/19	09/20/2019	
37	INTERMOUNTAIN GAS CO	482634665813		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/13/2019-9/10/2019 - P&Z</u>	09/11/2019	1.40	1.40	01-6290 UTILITIES	1003	9/19	09/20/2019	
Total 4826346658131991019:						14.01	14.01					
Total INTERMOUNTAIN GAS CO:						54.29	54.29					

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J & M SANITATION, INC.												
230	J & M SANITATION, INC.	09062019-091		<u>SANITATION RECEIPT TRANSFER . 9/6-12/2019</u>	09/13/2019	69,389.04	69,389.04	26-7000 SOLID WASTE SERVICE FEES	0	9/19	09/13/2019	
230	J & M SANITATION, INC.	09062019-091		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES. 9/6-12/2019</u>	09/13/2019	-6,855.64	-6,855.64	01-4170 FRANCHISE FEES	0	9/19	09/13/2019	
Total 09062019-09122019:						62,533.40	62,533.40					
230	J & M SANITATION, INC.	09132019-091		<u>SANITATION RECEIPT TRANSFER. 09/13/2019- 09/19/2019</u>	09/20/2019	71,216.26	71,216.26	26-7000 SOLID WASTE SERVICE FEES	0	9/19	09/20/2019	
230	J & M SANITATION, INC.	09132019-091		<u>SANITATION RECEIPT LESS FRANCHISE FEES. 09/13/2019- 09/19/2019</u>	09/20/2019	-7,036.17	-7,036.17	01-4170 FRANCHISE FEES	0	9/19	09/20/2019	
Total 09132019-09192019J:						64,180.09	64,180.09					
Total J & M SANITATION, INC.:						126,713.49	126,713.49					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3220057		<u>BANK FEES. SEPTEMBER 2019 - ADMIN</u>	09/01/2019	31.35	.00	01-6505 BANK FEES	0	9/19		
1328	JACK HENRY & ASSOCIATES, INC.	3220057		<u>BANK FEES. SEPTEMBER 2019 - WATER</u>	09/01/2019	29.12	.00	20-6505 BANK FEES	0	9/19		
1328	JACK HENRY & ASSOCIATES, INC.	3220057		<u>BANK FEES. SEPTEMBER 2019 - SEWER</u>	09/01/2019	29.12	.00	21-6505 BANK FEES	0	9/19		
1328	JACK HENRY & ASSOCIATES, INC.	3220057		<u>BANK FEES. SEPTEMBER 2019 - P.I.</u>	09/01/2019	11.20	.00	25-6505 BANK FEES	0	9/19		
1328	JACK HENRY & ASSOCIATES, INC.	3220057		<u>BANK FEES. SEPTEMBER 2019 - P&Z</u>	09/01/2019	11.20	.00	01-6505 BANK FEES	1003	9/19		
Total 3220057:						111.99	.00					

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Total JACK HENRY & ASSOCIATES, INC.:						111.99	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0128242		<u>PROFESSIONAL SERVICES FROM NTP TO 8/31/19 - KUNA URD ELIGIBILITY STUDY - ECONOMIC DEVELOPMENT</u>	09/18/2019	8,000.06	.00	01-6045 <u>CONTINGENCY</u>	4000	9/19		
Total 0128242:						8,000.06	.00					
1236	J-U-B ENGINEERS, INC.	0128260		<u>PROFESSIONAL SERVICES FROM 6/30/2019-8/31/2019, ZAMZOW'S PROPERTY AND UPRR PROPERTY SURVEY, SEP. '19</u>	09/18/2019	6,570.00	.00	40-6020 CAPITAL <u>IMPROVEMENTS</u>	1126	9/19		
Total 0128260:						9,990.00	.00					
Total J-U-B ENGINEERS, INC.:						17,990.06	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	217070-000-00		<u>PROFESSIONAL SERVICES FROM 8/1/2019-8/31/2019, KUNA - ORCHARD REGIONAL LIFT STATION PROJECT(2017). FINAL INVOICE FOR THIS PROJECT. AUG. '19</u>	09/13/2019	131.25	.00	21-6020 CAPITAL <u>IMPROVEMENTS</u>	1104	9/19		
Total 217070-000-0000024:						131.25	.00					
Total KELLER ASSOCIATES, INC.:						131.25	.00					
KODY NEWTON												
1956	KODY NEWTON	2191	9032	<u>PHOTOS FOR THE MAYOR'S TABLE EVENT. A.WELKER, SEPT.'19</u>	09/12/2019	180.00	.00	01-6155 <u>MEETINGS/COMMI TEES</u>	1032	9/19		

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1956	KODY NEWTON	2191	9032	<u>PHOTOS FOR THE MAYOR'S TABLE EVENT. A.WELKER. SEPT.'19</u>	09/12/2019	8.00	.00	20-6155 <u>MEETINGS/COMMI TEES</u>	1032	9/19		
1956	KODY NEWTON	2191	9032	<u>PHOTOS FOR THE MAYOR'S TABLE EVENT. A.WELKER. SEPT.'19</u>	09/12/2019	8.00	.00	21-6155 <u>MEETINGS/COMMI TEES</u>	1032	9/19		
1956	KODY NEWTON	2191	9032	<u>PHOTOS FOR THE MAYOR'S TABLE EVENT. A.WELKER. SEPT.'19</u>	09/12/2019	4.00	.00	25-6155 <u>MEETING/COMMIT TEES</u>	1032	9/19		
Total 2191:						200.00	.00					
Total KODY NEWTON:						200.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A109965	9040	<u>2 EA 80# BAGS OF CONCRETE FOR WATER LINE REPAIR AT PLANT. R. WARWICK. SEP. '19</u>	09/10/2019	8.20	.00	21-6150 M & R - <u>SYSTEM</u>	0	9/19		
Total A109965:						8.20	.00					
499	KUNA LUMBER	A110017	9027	<u>2 EA GAP FILLER SEALANT. BUTLER WELL. J. OSBORN. SEP. '19</u>	09/11/2019	10.42	.00	20-6150 M & R - <u>SYSTEM</u>	0	9/19		
Total A110017:						10.42	.00					
499	KUNA LUMBER	A110054		<u>2 EA CANS OF BLACK SPRAY PAINT. B. WITHROW. SEP. '19</u>	09/12/2019	7.18	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/19		
Total A110054:						7.18	.00					
499	KUNA LUMBER	B130082	8935	<u>KEYS FOR WELLS. M. DAVILLA. AUG '19</u>	08/20/2019	10.79	.00	20-6140 MAINT. & <u>REPAIR BUILDING</u>	0	9/19		

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Total B130082:						10.79	.00					
499	KUNA LUMBER	B130782	9015	<u>2 EA PULL HANDLES FOR WEED EATERS, M.MEADE, SEPT.'19</u>	09/10/2019	10.78	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/19		
Total B130782:						10.78	.00					
499	KUNA LUMBER	B130873	9036	<u>3/4" GALVENIZED COUPLING FOR TRUCK 35 FUEL TANK, T.FLEMING, SEPT.'19</u>	09/12/2019	3.14	.00	21-6150 M & R - SYSTEM	0	9/19		
Total B130873:						3.14	.00					
499	KUNA LUMBER	B131044	9066	<u>1 EA 1" garden valve (hose bib valve), 9 EA 1/2" PVC CAPS, 6 EA 3/4" PVC CAPS, 6 EA 1" CAPS FOR STOCK, B. WITHROW, SEP.'19</u>	09/18/2019	37.97	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total B131044:						37.97	.00					
Total KUNA LUMBER:						88.48	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	1929		<u>CROSS WALK FLAG HOLDERS MATERIAL, PARKS, SEP.'19</u>	09/09/2019	32.37	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total 1929:						32.37	.00					
1775	KUNA MACHINE LLC	1934	9022	<u>METAL BRACKET FOR TRUCK #35'S FUEL TANK, T.FLEMING'S, B.GILLOGLY, SEPT.'19</u>	09/10/2019	26.16	.00	21-6150 M & R - SYSTEM	0	9/19		
Total 1934:						26.16	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total KUNA MACHINE LLC:						58.53	.00					
KUNA WELDING												
46	KUNA WELDING	5230	9028	RE-THREAD PIPE ON TREE INJECTION TOOL. M.MEADE. SEPT.'19	09/12/2019	17.50	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total 5230:						17.50	.00					
Total KUNA WELDING:						17.50	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800384289	9042	1 EA TIRE SEALANT AND COMPLIMENTARY TIRE REPAIR ON GRASSHOPPER LAW MOWER. S. HOWELL. SEP '19	09/13/2019	5.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/19		
Total 12800384289:						5.00	.00					
Total LES SCHWAB TIRES:						5.00	.00					
LIFE'S KITCHEN, INC.												
1480	LIFE'S KITCHEN, INC.	5427		ITEMS FOR THE MAYOR'S TABLE EVENT. C.ENGELS. SEPT.'19	09/13/2019	2,990.00	2,990.00	03-6376 EXPENDITURE- MAYOR'S TABLE	0	9/19	09/13/2019	
Total 5427:						2,990.00	2,990.00					
Total LIFE'S KITCHEN, INC.:						2,990.00	2,990.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR774305		CONTRACT BASE RATE CHARGE FOR THE 9/3/2019-10/2/2019 BILLING PERIOD (\$317.40). CONTRACT OVERAGE CHARGE FOR THE 8/3/2019-9/2/2019 OVERAGE PERIOD (\$81.02). SEP. '19 - ADMIN	09/09/2019	111.56	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/19		

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1619	LOCAHAN LLC	AR774305		CONTRACT BASE RATE CHARGE FOR THE 9/3/2019-10/2/2019 BILLING PERIOD (\$317.40). CONTRACT OVERAGE CHARGE FOR THE 8/3/2019-9/2/2019 OVERAGE PERIOD (\$81.02). SEP. '19 - WATER	09/09/2019	103.59	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	9/19		
1619	LOCAHAN LLC	AR774305		CONTRACT BASE RATE CHARGE FOR THE 9/3/2019-10/2/2019 BILLING PERIOD (\$317.40). CONTRACT OVERAGE CHARGE FOR THE 8/3/2019-9/2/2019 OVERAGE PERIOD (\$81.02). SEP. '19 - SEWER	09/09/2019	103.59	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1619	LOCAHAN LLC	AR774305		CONTRACT BASE RATE CHARGE FOR THE 9/3/2019-10/2/2019 BILLING PERIOD (\$317.40). CONTRACT OVERAGE CHARGE FOR THE 8/3/2019-9/2/2019 OVERAGE PERIOD (\$81.02). SEP. '19 - P.I.	09/09/2019	39.84	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1619	LOCAHAN LLC	AR774305		CONTRACT BASE RATE CHARGE FOR THE 9/3/2019-10/2/2019 BILLING PERIOD (\$317.40). CONTRACT OVERAGE CHARGE FOR THE 8/3/2019-9/2/2019 OVERAGE PERIOD (\$81.02). SEP. '19 - P&Z	09/09/2019	39.84	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/19		
Total AR774305:						398.42	.00					
Total LOCAHAN LLC:						398.42	.00					
MARVIN T GUNDRUM												
2003	MARVIN T GUNDRUM	5453	9031	REPLACE INSULATION ON FINE SCREEN PIPING. T. SHAFFER. SEP. '19	09/16/2019	167.75	.00	21-6140 MAINT & REPAIR BUILDING	0	9/19		
Total 5453:						167.75	.00					

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Total MARVIN T GUNDRUM:						167.75	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	09172019AW		<u>MILEAGE REIMBURSEMENT FOR TRAVEL TO PURCHASE MAYOR'S TABLE ITEMS, A.WELKER, SEPT.'19</u>	09/17/2019	19.84	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	9/19		
Total 09172019AW:						19.84	.00					
Total MISCELLANEOUS VENDORS 2:						19.84	.00					
NICK'S CUSTOM CURBS & DECORATIVE CONCRET												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1013		<u>CONCRETE REPAIR AT THE TREATMENT PLANT, SEPT.'19</u>	09/11/2019	479.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/19		
Total 1013:						479.00	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						479.00	.00					
PARTS, INC.												
470	PARTS, INC.	197791	9012	<u>1 EA WIPER BLADES JOHN DEERE SIDE BY SIDE, B. GILLOGLY, SEP. '19</u>	09/09/2019	9.97	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/19		
Total 197791:						9.97	.00					
470	PARTS, INC.	198026	9026	<u>1 EA FUSE AND 1 EA FUSE HOLDER FOR FUEL TANK PUMP, B.GILLOGLY, SEPT.'19</u>	09/11/2019	7.93	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/19		
Total 198026:						7.93	.00					
470	PARTS, INC.	198084	9030	<u>1 EA AUXILARY TANK FITTING AND 1 EA SWIVEL HOSE FOR TRUCK #35, B.GILLOGLY, SEPT.'19</u>	09/12/2019	54.68	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/19		

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Total 198084:						54.68	.00					
470	PARTS, INC.	198110		<u>CREDIT RETURNED ITEM (1 EA AUXILIARY TANK FITTING) PURCHASED ON INV#198084, SEPT.'19</u>	09/12/2019	-5.69	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/19		
Total 198110:						-5.69	.00					
470	PARTS, INC.	198166	9037	<u>2 EA WIPER BLADES FOR TOOL CAT. S. HOWELL, SEP '19</u>	09/13/2019	27.58	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/19		
Total 198166:						27.58	.00					
Total PARTS, INC.:						94.47	.00					
RIDGEWOOD ENTERPRISES, INC												
1728	RIDGEWOOD ENTERPRISES, INC	2017530	9021	<u>2 EA WEED EATER STRING HEADS, B.GILLOGLY, SEP. '19</u>	09/11/2019	41.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/19		
Total 2017530:						41.98	.00					
Total RIDGEWOOD ENTERPRISES, INC:						41.98	.00					
RIKE ENTERPRISES												
1864	RIKE ENTERPRISES	1089143	9077	<u>8 EA CORPKIT ARCHIVAL BINDERS FOR REFERENCE BOOKS, ARCHIVAL SUPPLIES, A. WELKER, SEP. '19</u>	09/24/2019	224.95	.00	01-6165 OFFICE SUPPLIES	0	9/19		
Total 1089143:						224.95	.00					
Total RIKE ENTERPRISES:						224.95	.00					
RRC CONTRACTORS INC												
2002	RRC CONTRACTORS INC	09112019RRC		<u>CASH BOND RELEASE AT ENSIGN 2, SEPT.'19</u>	09/13/2019	3,250.00	3,250.00	30-2075 UNEARNED				

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								REVENUE	0	9/19	09/13/2019	
	Total 09112019RRC:					3,250.00	3,250.00					
	Total RRC CONTRACTORS INC:					3,250.00	3,250.00					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	0011577729	9057	<u>12 EA SHIRTS FOR PARKS OFFICE EMPLOYEES, J. LORENTZ, SEP. '19</u>	09/18/2019	313.00	.00	<u>01-6285 UNIFORMS</u>	1004	9/19		
	Total 0011577729:					313.00	.00					
	Total SALUTE VENTURES INC:					313.00	.00					
SELECT CUT STAKES AND WOOD PRODUCTS												
1725	SELECT CUT STAKES AND WOOD PRODUCTS	580	9029	<u>1 EA TOP READING CENTER LINE WHEEL - (FEET/10THS), T.RIVERA, SEPT.'19</u>	09/12/2019	46.30	.00	<u>20-6175 SMALL TOOLS</u>	0	9/19		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	580	9029	<u>1 EA TOP READING CENTER LINE WHEEL - (FEET/10THS), T.RIVERA, SEPT.'19 - SEWER</u>	09/12/2019	46.31	.00	<u>21-6175 SMALL TOOLS</u>	0	9/19		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	580	9029	<u>1 EA TOP READING CENTER LINE WHEEL - (FEET/10THS), T.RIVERA, SEPT.'19 - P.I</u>	09/12/2019	17.64	.00	<u>25-6175 SMALL TOOLS</u>	0	9/19		
	Total 580:					110.25	.00					
	Total SELECT CUT STAKES AND WOOD PRODUCTS:					110.25	.00					
SHARP ELECTRONICS CORP -LEASE												
1734	SHARP ELECTRONICS CORP - LEASE	5007154560		<u>COPIER LEASE, MODEL#MX2615N, 9/1-30/19 - TREATMENT PLANT, WATER</u>	09/05/2019	40.43	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	9/19		
1734	SHARP ELECTRONICS CORP - LEASE	5007154560		<u>COPIER LEASE, MODEL #MX2615N, 9/1-30/19 - TREATMENT PLANT, SEWER</u>	09/05/2019	40.43	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/19		

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1734	SHARP ELECTRONICS CORP - LEASE	5007154560		<u>COPIER LEASE, MODEL #MX2615N, 9/1-30/19 - TREATMENT PLANT, P.I</u>	09/05/2019	15.40	.00	<u>25-6142_MAINT. & REPAIRS - EQUIPMENT</u>	0	9/19		
Total 5007154560:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
SPECIALTY PLASTICS & FABRICATI, INC.												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	75958	9044	<u>12 EA VIEWING PANELS, M.NADEAU, SEPT.'19</u>	09/17/2019	274.20	.00	<u>21-6150_M & R - SYSTEM</u>	0	9/19		
Total 75958:						274.20	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						274.20	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	192583353		<u>2000 CT WHITE WINDOWED ENVELOPES FOR CITY HALL STOCK, G. SMITH, SEP '19 - ADMIN</u>	09/23/2019	25.37	.00	<u>01-6165_OFFICE SUPPLIES</u>	0	9/19		
1435	TAYLOR CORPORATION	192583353		<u>2000 CT WHITE WINDOWED ENVELOPES FOR CITY HALL STOCK, G. SMITH, SEP '19 - PARKS</u>	09/23/2019	9.06	.00	<u>01-6165_OFFICE SUPPLIES</u>	1004	9/19		
1435	TAYLOR CORPORATION	192583353		<u>2000 CT WHITE WINDOWED ENVELOPES FOR CITY HALL STOCK, G. SMITH, SEP '19 - WATER</u>	09/23/2019	23.56	.00	<u>20-6165_OFFICE SUPPLIES</u>	0	9/19		
1435	TAYLOR CORPORATION	192583353		<u>2000 CT WHITE WINDOWED ENVELOPES FOR CITY HALL STOCK, G. SMITH, SEP '19 - SEWER</u>	09/23/2019	23.56	.00	<u>21-6165_OFFICE SUPPLIES</u>	0	9/19		
1435	TAYLOR CORPORATION	192583353		<u>2000 CT WHITE WINDOWED ENVELOPES FOR CITY HALL STOCK, G. SMITH, SEP '19 - PI</u>	09/23/2019	9.05	.00	<u>25-6165_OFFICE SUPPLIES</u>	0	9/19		
Total 192583353:						90.60	.00					

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Total TAYLOR CORPORATION:						90.60	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06276869	9041	<u>7 EA 5 GAL WATER BOTTLES, 4 WK RENTAL, PARKS OFFICE, SEP '19</u>	09/13/2019	52.90	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/19		
Total 2160:06276869:						52.90	.00					
992	TREASURE VALLEY COFFEE	2160:06287364	9001	<u>7 EA 5-GALLON WATER BOTTLES, 3 SLEEVES PAPER CUPS, 1 BOX HOT CHOCOLATE PACKETS, TREATMENT PLANT, SEPT.'19 - WATER</u>	09/05/2019	26.86	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/19		
992	TREASURE VALLEY COFFEE	2160:06287364	9001	<u>7 EA 5-GALLON WATER BOTTLES, 3 SLEEVES PAPER CUPS, 1 BOX HOT CHOCOLATE PACKETS, TREATMENT PLANT, SEPT.'19 - SEWER</u>	09/05/2019	26.86	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		
992	TREASURE VALLEY COFFEE	2160:06287364	9001	<u>7 EA 5-GALLON WATER BOTTLES, 3 SLEEVES PAPER CUPS, 1 BOX HOT CHOCOLATE PACKETS, TREATMENT PLANT, SEPT.'19 - P.I</u>	09/05/2019	10.23	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/19		
Total 2160:06287364:						63.95	.00					
992	TREASURE VALLEY COFFEE	2160:06292155	9080	<u>1 EA COFFEE, 1 EA 12OZ CREAMER, 1 EA 20OZ SUGAR, CITY HALL, SEP '19</u>	09/24/2019	62.61	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/19		
Total 2160:06292155:						62.61	.00					
992	TREASURE VALLEY COFFEE	2160:06300010	9041	<u>6 EA 5 GAL WATER BOTTLES, 4 WK RENTAL, MAINTENANCE SHOP, SEP '19</u>	09/13/2019	45.20	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/19		
Total 2160:06300010:						45.20	.00					

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				#C737M540938 & C737M540155, CITY HALL, SEPT.'19 - P & Z	09/17/2019	41.29	.00	01-6212 RENT-EQUIPMENT	1003	9/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	395202575		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & C737M540155, CITY HALL, SEPT.'19 - WATER	09/17/2019	107.34	.00	20-6212 RENT - EQUIPMENT	0	9/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	395202575		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & C737M540155, CITY HALL, SEPT.'19 - SEWER	09/17/2019	107.34	.00	21-6212 RENT-EQUIPMENT	0	9/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	395202575		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & C737M540155, CITY HALL, SEPT.'19 - P.]	09/17/2019	41.28	.00	25-6212 RENT - EQUIPMENT	0	9/19		
Total 395202575:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UNITED LABORATORIES												
312	UNITED LABORATORIES	INV266780	9020	FRAGRANCE SYSTEM FOR PARK OFFICE BATHROOM, J. MORFIN, SEP. '19	09/16/2019	321.50	.00	01-6140 MAINT. & REPAIR BUILDING	1004	9/19		
Total INV266780:						321.50	.00					
Total UNITED LABORATORIES:						321.50	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	NA607435	8977	47400 LBS ALUMINUM SULFATE, T.SHAFFER, SEPT.'19	09/11/2019	6,399.00	.00	21-6151 M & R - PROCESS CHEMICALS	0	9/19		
Total NA607435:						6,399.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						6,399.00	.00					

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USA BLUE BOOK												
265	USA BLUE BOOK	008506	8924	<u>2 EA STIRRING BARS, T.SHAFFER, SEPT.'19</u>	09/13/2019	28.98	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	9/19		
Total 008506:						28.98	.00					
265	USA BLUE BOOK	999153	8924	<u>24 CANS WASP SPRAY, T.SHAFFER, SEPT.'19</u>	09/04/2019	161.76	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	9/19		
Total 999153:						161.76	.00					
Total USA BLUE BOOK:						190.74	.00					
UTILITY REFUND #8												
1998	UTILITY REFUND #8	111585.01		<u>PAUL A RANDOLPH, 570 N MOONGLOW PL, UTILITY REFUND</u>	09/18/2019	14.38	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	111585.01		<u>PAUL A RANDOLPH, 570 N MOONGLOW PL, UTILITY REFUND</u>	09/18/2019	11.91	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	111585.01		<u>PAUL A RANDOLPH, 570 N MOONGLOW PL, UTILITY REFUND</u>	09/18/2019	10.10	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 111585.01:						36.39	.00					
1998	UTILITY REFUND #8	121175.02A		<u>RYAN ROSSI, 1947 W MULHULAND CT, UTILITY REFUND</u>	09/19/2019	71.98	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 121175.02A:						71.98	.00					
1998	UTILITY REFUND #8	130070.02		<u>KEYTE BEHUNIN, 620 N ASH AVE, UTILITY REFUND</u>	09/19/2019	18.11	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	130070.02		<u>KEYTE BEHUNIN, 620 N ASH AVE, UTILITY REFUND</u>	09/19/2019	23.51	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		

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1998	UTILITY REFUND #8	130070.02		<u>KEYTE BEHUNIN, 620 N ASH AVE, UTILITY REFUND</u>	09/19/2019	40.34	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	130070.02		<u>KEYTE BEHUNIN, 620 N ASH AVE, UTILITY REFUND</u>	09/19/2019	3.03	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 130070.02:						84.99	.00					
1998	UTILITY REFUND #8	183975.01		<u>DOUGLAS HOILAND, 1780 N CALAVERAS DR, UTILITY REFUND</u>	09/19/2019	5.26	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	183975.01		<u>DOUGLAS HOILAND, 1780 N CALAVERAS DR, UTILITY REFUND</u>	09/19/2019	2.70	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	183975.01		<u>DOUGLAS HOILAND, 1780 N CALAVERAS DR, UTILITY REFUND</u>	09/19/2019	2.21	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 183975.01:						10.17	.00					
1998	UTILITY REFUND #8	190355.01		<u>KATHLEEN M WALTER, 1561 N TWO POINT PL, UTILITY REFUND</u>	09/23/2019	32.72	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	190355.01		<u>KATHLEEN M WALTER, 1561 N TWO POINT PL, UTILITY REFUND</u>	09/23/2019	29.43	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	190355.01		<u>KATHLEEN M WALTER, 1561 N TWO POINT PL, UTILITY REFUND</u>	09/23/2019	22.63	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 190355.01:						84.78	.00					
1998	UTILITY REFUND #8	200575.02A		<u>LYNN D HARRELL, 299 E SNOWY OWL ST, UTILITY REFUND</u>	09/19/2019	71.98	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		

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Total 200575.02A:						71.98	.00					
1998	UTILITY REFUND #8	202060.04		<u>BURKE T MCARTHUR, 327 E WHITBECK ST, UTILITY REFUND</u>	09/23/2019	26.03	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	202060.04		<u>BURKE T MCARTHUR, 327 E WHITBECK ST, UTILITY REFUND</u>	09/23/2019	21.89	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	202060.04		<u>BURKE T MCARTHUR, 327 E WHITBECK ST, UTILITY REFUND</u>	09/23/2019	16.92	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 202060.04:						64.84	.00					
1998	UTILITY REFUND #8	202070.02		<u>NICHOLAS ALLEN AICHER, 370 E WHITBECK ST, UTILIT REFUND</u>	09/16/2019	34.44	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	202070.02		<u>NICHOLAS ALLEN AICHER, 370 E WHITBECK ST, UTILIT REFUND</u>	09/16/2019	33.46	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	202070.02		<u>NICHOLAS ALLEN AICHER, 370 E WHITBECK ST, UTILIT REFUND</u>	09/16/2019	25.89	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 202070.02:						93.79	.00					
1998	UTILITY REFUND #8	230695.03		<u>ETHAN R NEWHOUSE, 498 S WILLOW TREE AVE, UTILITY REFUND</u>	09/13/2019	34.86	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	230695.03		<u>ETHAN R NEWHOUSE, 498 S WILLOW TREE AVE, UTILITY REFUND</u>	09/13/2019	32.47	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	230695.03		<u>ETHAN R NEWHOUSE, 498 S WILLOW TREE AVE, UTILITY REFUND</u>	09/13/2019	25.00	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		

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Total 230695.03:						92.33	.00					
1998	UTILITY REFUND #8	240735.04		<u>JASON MACKRILL, 998 E FOLGADO ST, UTILITY REFUND</u>	09/18/2019	3.08	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	240735.04		<u>JASON MACKRILL, 998 E FOLGADO ST, UTILITY REFUND</u>	09/18/2019	2.88	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	240735.04		<u>JASON MACKRILL, 998 E FOLGADO ST, UTILITY REFUND</u>	09/18/2019	2.63	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 240735.04:						8.59	.00					
1998	UTILITY REFUND #8	241011.00		<u>MERLIN POINTE LLC, 188 N BAY HAVEN AVE, UTILITY REFUND</u>	09/19/2019	26.28	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	241011.00		<u>MERLIN POINTE LLC, 188 N BAY HAVEN AVE, UTILITY REFUND</u>	09/19/2019	34.13	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
Total 241011.00:						60.41	.00					
1998	UTILITY REFUND #8	241012.00		<u>MERLIN POINTE LLC, 204 N BAY HAVEN AVE, UTILITY REFUND</u>	09/19/2019	23.74	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	241012.00		<u>MERLIN POINTE LLC, 204 N BAY HAVEN AVE, UTILITY REFUND</u>	09/19/2019	30.83	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
Total 241012.00:						54.57	.00					
1998	UTILITY REFUND #8	250535.04		<u>CASEY A DILL, 1017 S RULER AVE, UTILITY REFUND</u>	09/23/2019	8.21	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	250535.04		<u>CASEY A DILL, 1017 S RULER AVE, UTILITY REFUND</u>	09/23/2019	7.67	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	250535.04		<u>CASEY A DILL, 1017 S RULER AVE, UTILITY REFUND</u>	09/23/2019	5.92	.00	<u>26-4975 SOLID WASTE USER</u>				

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								FEES	0	9/19		
	Total 250535.04:					21.80	.00					
1998	UTILITY REFUND #8	260735.01		<u>DAVID M HAMILTON, 2206 W CALIRET ST, UTILITY REFUND</u>	09/16/2019	30.31	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	260735.01		<u>DAVID M HAMILTON, 2206 W CALIRET ST, UTILITY REFUND</u>	09/16/2019	28.38	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	260735.01		<u>DAVID M HAMILTON, 2206 W CALIRET ST, UTILITY REFUND</u>	09/16/2019	21.87	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
	Total 260735.01:					80.56	.00					
1998	UTILITY REFUND #8	264790.02		<u>TRACEY NALLEY, 2095 N SEPIA AVE, UTILITY REFUND</u>	09/23/2019	36.46	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	264790.02		<u>TRACEY NALLEY, 2095 N SEPIA AVE, UTILITY REFUND</u>	09/23/2019	33.46	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	264790.02		<u>TRACEY NALLEY, 2095 N SEPIA AVE, UTILITY REFUND</u>	09/23/2019	28.57	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
	Total 264790.02:					98.49	.00					
1998	UTILITY REFUND #8	268107.01		<u>CBH HOMES, 2712 W MIDNIGHT DR, UTILITY REFUND</u>	09/23/2019	39.31	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	268107.01		<u>CBH HOMES, 2712 W MIDNIGHT DR, UTILITY REFUND</u>	09/23/2019	19.71	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
	Total 268107.01:					59.02	.00					
1998	UTILITY REFUND #8	268109.01		<u>CBH HOMES, 2668 W MIDNIGHT DR, UTILITY REFUND</u>	09/13/2019	63.19	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		

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1998	UTILITY REFUND #8	268109.01		<u>CBH HOMES, 2668 W MIDNIGHT DR, UTILITY REFUND</u>	09/13/2019	19.31	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	268109.01		<u>CBH HOMES, 2668 W MIDNIGHT DR, UTILITY REFUND</u>	09/13/2019	18.95	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 268109.01:						101.45	.00					
1998	UTILITY REFUND #8	268110.01A		<u>CBH HOMES, 2646 W MIDNIGHT DR, UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 268110.01A:						48.32	.00					
1998	UTILITY REFUND #8	268141.01A		<u>CBH HOMES, 2755 W MIDNIGHT DR, UTILITY REFUND</u>	09/19/2019	48.02	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 268141.01A:						48.02	.00					
1998	UTILITY REFUND #8	277407.01A		<u>CBH HOMES, 208 W SNOWY OWL ST, UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 277407.01A:						48.32	.00					
1998	UTILITY REFUND #8	278117.02		<u>ALEXANDER J JONES, 8854 S RED DELICIOUS WAY, UTILITY REFUND</u>	09/18/2019	29.53	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	278117.02		<u>ALEXANDER J JONES, 8854 S RED DELICIOUS WAY, UTILITY REFUND</u>	09/18/2019	27.55	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	278117.02		<u>ALEXANDER J JONES, 8854 S RED DELICIOUS WAY, UTILITY REFUND</u>	09/18/2019	21.31	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 278117.02:						78.39	.00					

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1998	UTILITY REFUND #8	280485.01		<u>SUNRISE HOMES, 2111 N STAR GARNET DR, UTILITY REFUND</u>	09/19/2019	42.98	.00	<u>20-4500_METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	280485.01		<u>SUNRISE HOMES, 2111 N STAR GARNET DR, UTILITY REFUND</u>	09/19/2019	12.60	.00	<u>21-4600_SEWER USER FEES</u>	0	9/19		
Total 280485.01:						55.58	.00					
1998	UTILITY REFUND #8	291051.00A		<u>CBH HOMES, 3405 W DEVOTION DR, UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500_METERED WATER SALES</u>	0	9/19		
Total 291051.00A:						48.32	.00					
1998	UTILITY REFUND #8	291061.00A		<u>CBH HOMES, 6775 S MEMORY WAY, UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500_METERED WATER SALES</u>	0	9/19		
Total 291061.00A:						48.32	.00					
1998	UTILITY REFUND #8	292005.00		<u>CBH HOMES, 2713 W PEAR APPLE ST, UTILITY REFUND</u>	09/19/2019	13.27	.00	<u>20-4500_METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	292005.00		<u>CBH HOMES, 2713 W PEAR APPLE ST, UTILITY REFUND</u>	09/19/2019	17.24	.00	<u>21-4600_SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	292005.00		<u>CBH HOMES, 2713 W PEAR APPLE ST, UTILITY REFUND</u>	09/19/2019	25.22	.00	<u>25-4700_PRESS, IRRIGATION USER FEES</u>	0	9/19		
Total 292005.00:						55.73	.00					
1998	UTILITY REFUND #8	300010.02		<u>MARK K RILEY, 1120 E MYSTERY DR, UTILITY REFUND</u>	09/23/2019	7.40	.00	<u>20-4500_METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	300010.02		<u>MARK K RILEY, 1120 E MYSTERY DR, UTILITY REFUND</u>	09/23/2019	1.03	.00	<u>21-4600_SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	300010.02		<u>MARK K RILEY, 1120 E MYSTERY DR, UTILITY REFUND</u>	09/23/2019	.65	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	9/19		

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				REFUND	09/18/2019	20.56	.00	25-4700 PRESS. IRRIGATION USER FEES	0	9/19		
Total 303025.02:						190.28	.00					
1998	UTILITY REFUND #8	303283.00		HUBBLE HOMES, 1127 E BRUSH CREEK ST, UTILITY REFUND	09/18/2019	-6.47	.00	20-4500 METERED WATER SALES	0	9/19		
1998	UTILITY REFUND #8	303283.00		HUBBLE HOMES, 1127 E BRUSH CREEK ST, UTILITY REFUND	09/18/2019	28.12	.00	21-4600 SEWER USER FEES	0	9/19		
1998	UTILITY REFUND #8	303283.00		HUBBLE HOMES, 1127 E BRUSH CREEK ST, UTILITY REFUND	09/18/2019	31.24	.00	25-4700 PRESS. IRRIGATION USER FEES	0	9/19		
Total 303283.00:						52.89	.00					
1998	UTILITY REFUND #8	303301.00A		HUBBLE HOMES, 2108 N GREENVILLE AVE, UTILITY REFUND	09/19/2019	48.32	.00	20-4500 METERED WATER SALES	0	9/19		
Total 303301.00A:						48.32	.00					
1998	UTILITY REFUND #8	310026.01		TIMBERMIST LLC "TOLL BROS", 9324 S KOTLAS WAY, RE- ISSUING OLD UTILITY REFUND	09/16/2019	23.50	23.50	20-2201 ESCHEAT PAYABLE	0	9/19	09/20/2019	
Total 310026.01:						23.50	23.50					
1998	UTILITY REFUND #8	310125.01		TOLL BROS, 9444 S ROCK CLIFFS WAY, RE-ISSUING OLD UTILITY REFUND	09/16/2019	172.22	172.22	20-2201 ESCHEAT PAYABLE	0	9/19	09/20/2019	
Total 310125.01:						172.22	172.22					
1998	UTILITY REFUND #8	330033.00A		TOLL BROS INC, 1881 N MEADOWFIELD AVE, UTILITY REFUND	09/19/2019	48.32	.00	20-4500 METERED WATER SALES	0	9/19		

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Total 330033.00A:						48.32	.00					
1998	UTILITY REFUND #8	330036.00A		<u>TOLL BROS INC. 1935 N MEADOWFIELD. UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 330036.00A:						48.32	.00					
1998	UTILITY REFUND #8	330054.00		<u>TOLL BROS INC. 1248 E TROPHY ST. UTILITY REFUND</u>	09/23/2019	38.26	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	330054.00		<u>TOLL BROS INC. 1248 E TROPHY ST. UTILITY REFUND</u>	09/23/2019	18.83	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
Total 330054.00:						57.09	.00					
1998	UTILITY REFUND #8	330069.00A		<u>TOLL BROS INC. 1618 N SNOWFIELD PL. UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 330069.00A:						48.32	.00					
1998	UTILITY REFUND #8	340040.01		<u>CBH HOMES. 6725 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/19/2019	17.50	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	340040.01		<u>CBH HOMES. 6725 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/19/2019	22.73	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	340040.01		<u>CBH HOMES. 6725 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/19/2019	26.43	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 340040.01:						66.66	.00					
1998	UTILITY REFUND #8	340041.01A		<u>CBH HOMES. 6707 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		

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Total 340041.01A:						48.32	.00					
1998	UTILITY REFUND #8	340042.01A		<u>CBH HOMES, 6689 S BIRCH CREEK AVE, UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 340042.01A:						48.32	.00					
1998	UTILITY REFUND #8	340043.01		<u>CBH HOMES, 6671 S BIRCH CREEK AVE, UTILITY REFUND</u>	09/23/2019	39.74	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	340043.01		<u>CBH HOMES, 6671 S BIRCH CREEK AVE, UTILITY REFUND</u>	09/23/2019	19.28	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
Total 340043.01:						59.02	.00					
1998	UTILITY REFUND #8	340045.01A		<u>CBH HOMES, 6635 S BIRCH CREEK AVE, UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 340045.01A:						48.32	.00					
1998	UTILITY REFUND #8	340053.01A		<u>CBH HOMES, 6683 S CATFISH CREEK AVE, UTILITY REFUND</u>	09/19/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 340053.01A:						48.32	.00					
1998	UTILITY REFUND #8	91450.03		<u>LISA PECCHENINO, 1146 N PYRITE AVE, UTILITY REFUND</u>	09/23/2019	65.53	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	91450.03		<u>LISA PECCHENINO, 1146 N PYRITE AVE, UTILITY REFUND</u>	09/23/2019	60.45	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	91450.03		<u>LISA PECCHENINO, 1146 N PYRITE AVE, UTILITY REFUND</u>	09/23/2019	46.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 91450.03:						172.60	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total UTILITY REFUND #8:						2,865.31	205.03					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	274620.03		<u>BRIAN J ELTON, 446 W QUAKING ASPEN LN, UTILITY REFUND</u>	09/13/2019	25.29	25.29	20-4500 METERED WATER SALES	0	9/19	09/13/2019	
2004	UTILITY REFUND #9	274620.03		<u>BRIAN J ELTON, 446 W QUAKING ASPEN LN, UTILITY REFUND</u>	09/13/2019	32.60	32.60	21-4600 SEWER USER FEES	0	9/19	09/13/2019	
2004	UTILITY REFUND #9	274620.03		<u>BRIAN J ELTON, 446 W QUAKING ASPEN LN, UTILITY REFUND</u>	09/13/2019	25.43	25.43	26-4975 SOLID WASTE USER FEES	0	9/19	09/13/2019	
2004	UTILITY REFUND #9	274620.03		<u>BRIAN J ELTON, 446 W QUAKING ASPEN LN, UTILITY REFUND</u>	09/13/2019	14.94	14.94	25-4700 PRESS. IRRIGATION USER FEES	0	9/19	09/13/2019	
Total 274620.03:						98.26	98.26					
Total UTILITY REFUND #9:						98.26	98.26					
UTILITY TRAILER SALES OF IDAHO, INC.												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	45534PB	9035	<u>FLAGS FOR CITY CROSSWALKS, B.WITHROW, SEPT.'19</u>	09/12/2019	96.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total 45534PB:						96.60	.00					
Total UTILITY TRAILER SALES OF IDAHO, INC.:						96.60	.00					
ZAMZOWS												
66	ZAMZOWS	394066798	9025	<u>FLY PAPER, SWATTERS AND SPRAY, M.MEADE, SEPT.'19</u>	09/11/2019	24.32	.00	01-6140 MAINT. & REPAIR BUILDING	1004	9/19		
Total 394066798:						24.32	.00					
Total ZAMZOWS:						24.32	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 9/13/2019-9/26/2019

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Grand Totals:						<u>274,439.15</u>	<u>133,930.71</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R72-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY PATAGONIA DEVELOPMENT, LLC, FOR THE PATAGONIA SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Patagonia Subdivision No. 4 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Patagonia Subdivision No. 4 were approved by the Kuna City Engineer on April 9, 2019; and

WHEREAS construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS the street lighting and landscaping have not been completed for Patagonia Subdivision No. 4 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at forty-eight thousand three hundred forty-nine dollars and zero cents (\$48,349.00) adding 25% for a total of sixty thousand four hundred thirty-five dollars and zero cents (\$60,435.00); and

WHEREAS the street lighting completion has been estimated at nine thousand seven hundred sixty-nine dollars and eighty-five cents (\$9,769.85) adding 25% for a total of twelve thousand two hundred twelve dollars and thirty-one cents (\$12,212.31); and

WHEREAS developer desires to record the final plat for Patagonia Subdivision No. 4 prior to completion of construction; and

WHEREAS Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Patagonia Subdivision No. 4 under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least seventy-two thousand six hundred forty-seven dollars and thirty-one cents (\$72,647.31);

4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of October, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of October, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between PATAGONIA DEVELOPMENT, LLC, (hereinafter "Developer"); whose address is 2463 E Gala, Suite 120, Meridian, ID 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for the phase four of the development known as Patagonia Subdivision, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Patagonia Subdivision No. 4 and the associated Bid for Landscaping by Idaho Site Works Landscape Services, and;
 - b. Approved Street Light Plan for Patagonia Subdivision No. 4 and the associated Bid for street lighting by Alloway Electric, and;

The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of seventy-two thousand six hundred forty-seven dollars and thirty-one cents (\$72,647.31), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further,

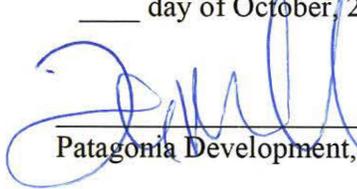
Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. **Binding Effect and Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. **Notices.** Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. **Governing Law.** This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. **Entire Agreement.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. **Default.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a

reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of October, 2019.



Patagonia Development, LLC

By Taylor Merrill
Project Manager

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
) : SS
 County of Ada)

On this 26th day of September, 2019, before me Debbie A. Taylor, personally appeared Taylor Merrill known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Project Manager and on behalf of Patagonia Development, LLC.

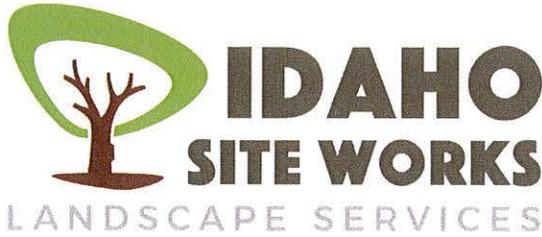
S
E
A
L



Debbie A Taylor

Notary Public for Idaho

My commission expires on 11/30/2023



Idaho Site Works, LLC
 1123 12th Ave Rd #408
 Nampa, ID 83686
 Phone: 208-412-0173
 Fax: 888-302-7705

Project: Patagonia Phase 4
 9/20/2019
 Page 1 of 1

PROJECT Proposal FOR: Patagonia Phase 4

Self Performed Work INCLUDES:

DESCRIPTION	QTY	UNITS	COST
Irrigation System, SOD, Plants	1	LS	\$ 48349.00

Inclusions:

Landscape Irrigation –any mainline piping or valving, sprinkler heads, controller - plants, trees, rock mulch.

Thank you for allowing Idaho Site Works, LLC to bid this project. Please feel free to contact us with any questions in these regards.

Respectfully,

Jordan Koyle
 President

I Westpark Co. Inc do hereby authorize Idaho Site Works, LLC to perform the work as outlined herein. I do likewise verify that I am an owner/agent for/of the above said project and do enter into this contract with Idaho Site Works, LLC as outlined above.

Sign here and return:

[Signature]
 Date: Sept 20, 19

Invoice



SERVICE and REPAIR

502 E. 45th Street • Boise, Idaho 83714-4846
TELEPHONE (208) 344-2508 • FAX (208) 345-9844
www.allowayelectric.com

Invoice No.: 47436

Date: 5/9/2019

Page: 1 of 2

Bill to: The Westpark Company
P.O. Box 344
Meridian, ID 83680

Service at: Patagonia Sub #4
S. Locust Grove Rd & E. Hubbard Rd
Kuna, ID 83634

Customer ID: 23994

Description: Quoted Job - Deposit Invoice

Reference: Work Order 78712

Terms: Net 30 Days

PO Number:

Item	Description	Quantity	Unit Price	Amount
------	-------------	----------	------------	--------

As per bid:

- 1) Provide and install (17 ea.) 25 ft. black 4" straight square steel anchor base poles fitted with USSL A01 LED Luminaires (3000K). Each street light will be mounted on a 24" diameter reinforced concrete base even with finish grade. (Subdivision interior)
- 2) Provide and install (4 ea.) 30 ft black 5" straight square steel anchor base poles fitted with USSL A02 LED Luminaires (3000K). Each street light will be mounted on a 24" diameter reinforced concrete base even with finish grade. (Subdivision frontage)
- 3) Provide and install 125 amp direct-bury meter pedestal. Includes approximately 100 lineal ft. of 2" pvc in 42" deep trench to extend the service entrance conduits from the Idaho Power junction box to the metered pedestal. Service entrance conductors to be supplied and installed by Idaho Power, not a part of this contract.
- 4) Provide approximately 3,000 lineal ft. of trench, conduit, wire, and backfill to extend power to each of these poles, including non-metered ground service junction boxes for the interior poles.
- 5) This contract excludes excavation of rock or other excavation requiring specialized tools or equipment including but not limited to rock saws, jack hammers, boring equipment and drilling equipment.
- 6) Roadway crossing sleeves required throughout subdivision. 4 crossings of S. Magellan Ave, 1 crossing of E. Rio Chico Dr, 1 crossing of E. Tucman St. Roadway crossing sleeves to be provided by others. Not a part of this agreement.
- 7) Pole locations along S. Magellan Ave. (6 each) and E. Mason Creek

Subtotal:	\$33,217.50
Sales Tax:	\$0.00
Payments:	\$0.00
Total Due:	\$33,217.50

*Bonding for five(5) lights
1953.97 ea
9769.85 total*

Please pay from invoice, no statement will be sent.
Past Due amounts are subject to 1 1/2% per month.
Contracting Business #: RCE-5470



VISA & MC payments accepted by telephone.

**RESOLUTION NO. R73-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH JUB ENGINEERING, INC. FOR 4TH STREET REVITALIZATION CONCEPT PLANNING; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho as follows:

Section 1. The “*Professional Services Agreement*” with JUB Engineering, Inc. for 4th Street Revitalization Concept Planning, in substantially the format, as attached hereto as “**EXHIBIT A**” is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of October, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of October, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA, IDAHO PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the state of Idaho, herein "*KUNA*" and J-U-B ENGINEERS, Inc., herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:**

KUNA engages *CONTRACTOR* to assist the City of Kuna with 4th Street Revitalization Concept Planning as detailed in "**Exhibit A**" attached hereto.

2. **KUNA'S RESPONSIBILITIES:**

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA*'s requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.
2. *KUNA* agrees to obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR*'s services and the *Project*.
3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work.

3. **CONTRACTOR'S RESPONSIBILITIES:**

1. *CONTRACTOR* agrees to provide the services of all professional and technical personnel required by this Agreement and detailed in **Exhibit A**.

4. **RISK ALLOCATION:**

KUNA agrees that *CONTRACTOR* is not responsible for damages arising directly or indirectly from any delays for causes beyond *CONTRACTOR*'s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fire, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by *KUNA* or *KUNA*'s contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if said delays directly result in the increase in cost or time required by *CONTRACTOR* to perform its services in an orderly and efficient manner, *CONTRACTOR* shall be entitled to request an equitable adjustment in the schedule and payment.

5. **PAYMENT:**

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount

not to exceed the total sum of **\$44,300** for said services rendered from for the Project. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

6. RIGHT OF CONTROL:

KUNA agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *KUNA*. *KUNA* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *KUNA*.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *KUNA* on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

9. LICENSES AND LAW:

CONTRACTOR represents that it possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

10. FRINGE BENEFITS:

Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *KUNA*.

11. WORKER'S COMPENSATION:

CONTRACTOR shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *KUNA* of such coverage or that such worker's compensation insurance is not required under the circumstances.

12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:

CONTRACTOR shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

13. DATE OF COMPLETION:

This contract shall be completed on or before December 30, 2020.

14. WARRANTY:

CONTRACTOR warrants that work performed in this agreement shall be in accordance with and limited to the applicable standard of care for like professional services. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

1. As respects acts, errors or omissions in the performance of professional services, *CONTRACTOR* agrees to indemnify and hold harmless KUNA, its officers, employees, and KUNA-designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature to the extent arising directly out of *CONTRACTOR*'s negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.
2. As respects all acts or omissions which do not arise directly out of the performance of professional services, but limited to those acts or omissions ~~ally~~ covered by *CONTRACTOR*'s general and automobile liability insurance, *CONTRACTOR* agrees to indemnify, defend (at *KUNA*'s option), and hold harmless *KUNA*, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with *CONTRACTOR*'s (or *CONTRACTOR*'s subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which *CONTRACTOR* is not legally liable.

Without limiting *KUNA*'s right to indemnification, it is agreed that *CONTRACTOR* shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-

year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The policy or policies shall provide *CONTRACTOR* thirty (30) days prior notice in case of cancellation, non-renewal, or significant coverage changes. *CONTRACTOR* shall immediately provide notice to *KUNA* in such an event.

KUNA is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in *KUNA*'s best interest.

It is agreed that any insurance maintained by *KUNA* shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability shall provide that:

KUNA, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with *KUNA*. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to *KUNA* insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to *KUNA* endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by *KUNA*, it shall be *CONTRACTOR*'s responsibility to see that *KUNA* receives documentation acceptable to *KUNA* which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, *KUNA* has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies *KUNA* may have if *CONTRACTOR* fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, *KUNA* may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
 - B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies *KUNA* may have and is not the exclusive remedy for *CONTRACTOR*'s failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, negligent performance of the work covered under this Agreement.

16. NON-WAIVER:

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

18. ENTIRE AGREEMENT:

This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY:

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES:

Determination of how reasonable attorney fees shall be awarded in any action to enforce this Agreement or to declare or termination of this Agreement shall be in accordance with Idaho Code Section 12-117 (1) or recodification or amendment of said statute.

DATED this _____ day of _____, 2019.

KUNA:

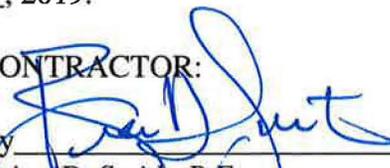
_____ *KUNA*

Joe Stear
Mayor

ATTEST:

_____ *Chris Engels*
City Clerk

CONTRACTOR:

By  _____
Brian D. Smith, P.E.
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave., Suite No. 201
Boise, Idaho 83709
Its Area Manager

WITNESS:

 _____
(Signature of Witness or Notary Public)

Form and content approved by _____, as attorney KUNA.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

For City of Kuna
4th Street Revitalization Concept Planning
Exhibit A – Scope of Services, Schedule, and Basis of Fee

This Agreement for Professional Services, dated September 23, 2019, between J-U-B ENGINEERS, INC. and the City of Kuna (CLIENT or City) shall include the attached Scope of Services for the concept planning phase of this project.

This scope of work covers the first part of the Planning and Concept Development of 4th Street from School Street to Linder Road (approximately six blocks/0.5-mile in length). This scope of work includes public involvement, preliminary survey, and development of alternatives for 4th Street. The next part of the Planning and Concept Development phase will include development of concept layout plans, 3-D project renderings and cost estimates to be completed under an addendum to this scope of work and contract. A separate scope of work will be prepared in the future for Preliminary Design, Final Design and PS&E.

PART 1 - SCOPE OF SERVICES

A. PROJECT UNDERSTANDING

The revitalization of 4th Street from School Street to Linder Road is identified as a top priority in the Kuna Downtown Revitalization Plan. Currently, there's a mix of residential and commercial properties along 4th Street in the downtown core with narrow sidewalks, sidewalk gaps, and issues with parking, lighting, utilities and drainage. The purpose of this scope of work is to conduct survey work, planning and public involvement to develop alternatives, conceptualize the preferred alternative and identify a phasing and implementation plan.

Engineering and design of the preferred alternative to develop the first phase of the 4th Street revitalization into a "shovel-ready project" is outside of this scope of services. It is anticipated that a separate scope of work will be prepared at some point in the near future.

Assumptions

This scope of work is based on the following project assumptions:

- City to provide on-going review of J-U-B's work within a time frame acceptable to the City and J-U-B, if applicable.
- The Steering Committee will consist of 12 members representing stakeholders, property owners, funding agencies, City Council members, etc.
- City to provide the list of the committee members and contact information and assist J-U-B with the necessary scheduling, notifications and correspondence of meeting participants.
- City to provide a meeting room and refreshments for Steering Committee and Agency Coordination meetings.

- City to provide all mailings, if necessary.
- City staff to be the liaison with the City Council.
- City staff to interview property owners and stakeholders and provide summary of input to the project team.
- One (1) Steering Committee meeting will be limited to 1.5-2 hours each.
- City staff to provide utility data to J-U-B including water, sewer, irrigation, right-of-way, drainage information, etc.
- No geotechnical work is included in this scope of work.

B. SCOPE OF SERVICES TO BE PROVIDED BY J-U-B

J-U-B's scope of services under this Agreement is limited to the following tasks.

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

- a. **Kick-off Meeting:** J-U-B will prepare for and conduct a kick-off meeting with City staff, along with ACHD and COMPASS for the purpose of discussing the project approach and obtaining information that may be available from the City and ACHD, reviewing project schedule, etc. The kick-off meeting is an initial step for this project to give all parties an understanding of the project goals, issues, and concerns prior to beginning planning and concept development efforts.
- b. **Progress Meetings:** J-U-B will facilitate progress meetings with the City staff to discuss project status, provide task order status summaries, present deliverables, and receive direction from the City. It is anticipated that two (2) progress meetings will be required during this part of the project.
- c. **Monthly Updates to Staff:** Prepare monthly project updates including; job to date invoicing summary and percent complete.
- d. **Project Management, Administration and Tracking:** Prepare updated project schedule with milestones, project management, and coordination with the project team, City Clerk's office and Public Works staff. Monitor team progress, action item lists, task deadlines, items needed from City; provide documentation, permitting milestones, and critical path items as needed.
- e. **Utility Research Meeting:** Prepare agenda and conduct meeting with appropriate City utility divisions or Public Utility Companies to gather record drawings, field knowledge and any historical data available. Record minutes and incorporate research into design.

Task 1 Deliverables:

- Kick-off meeting minutes
- Utility research meeting minutes
- Progress meeting minutes

TASK 2 – PUBLIC INVOLVEMENT

This purpose of this task is to address community outreach that is early, continuous, and meaningful during this project. Activities listed below will provide public awareness and involvement to reflect the community's vision in the project.

- a. **Public Involvement Plan:** J-U-B will prepare a draft Public Involvement Plan that identifies tools and techniques to engage the public and a schedule of outreach activities. The draft plan will be submitted for approval to the client.
- b. **Property Owner Consultations:** J-U-B will conduct one-on-one consultations with each of the adjacent downtown property owners and tenants to identify access and utility needs, as well as address any questions or concerns. J-U-B will conduct these consultations prior to developing project alternatives. J-U-B will then meet with each property owner a second time after the preferred alternative is selected to review the draft concept plan.
- c. **Project Mailings:** J-U-B will write, design, and mail up to one (1) project-information piece during the project. It is anticipated a project mailing will occur at project initiation.
- d. **Public Open House:** J-U-B will prepare and attend one (1) Public Open House. J-U-B will prepare all materials in relation to the open house, placing meeting flyers in strategic locations around town, sign-in sheets, comment forms, displays, and set-up and tear-down of the meeting. J-U-B will also prepare a Public Open House Summary that includes all public comments.
- e. **Steering Committee Meeting:** J-U-B will convene and facilitate up to one (1) Steering Committee meeting to develop project alternatives. Funding agencies will also be invited to participate to explore funding options and assist with developing the phasing and implementation plan.
- f. **Stakeholder Coordination and Database:** J-U-B will provide a point of contact (phone and email) for the public to assist in answering questions and addressing project concerns. J-U-B will create a stakeholder database for the project that includes documentation of all public involvement/stakeholder contact.
- g. **Summary of Public Involvement Activities:** J-U-B will prepare a Summary Report of all public involvement activities.

Task 2 Assumptions:

- City will produce a list of Steering Committee members, key stakeholders and mailing list.
- City will be responsible for distribution of project mailings, social media updates, etc.

Task 2 Deliverables:

- Public Involvement Plan
- Stakeholder database
- Up to one (1) mailer
- Stakeholder and Property Owner Summary Report
- Steering Committee Meeting Notes
- Public Open House Summary

Task 3 – TOPOGRAPHIC SURVEY AND BASE MAPPING

- a. **Initial Site Walk Through:** J-U-B will J-U-B team members, project stakeholders, and key staff personnel from the City and ACHD will walk the project to further identify potential issues in the field and discuss concerns or past issues the City or ACHD may have within the corridor. These issues are anticipated to include drainage, impacts to adjacent properties, utilities, etc. J-U-B will prepare, invite attendees, conduct, and document the meeting.

- b. **Obtain Preliminary Utility Information and Mapping:** J-U-B will provide utility companies (i.e. power, gas, cable, telephone) with formal notification of the project, including authorization to make design engineering expenditures. J-U-B will also request that utility companies provide the City with current plans of their facilities located within the proposed project limits.
- c. **Develop Base Mapping/Existing Surface** - J-U-B will conduct a field survey and topographic base mapping of the project. The following elements will be located within the existing right-of-way:
- Roadway cross sections every 50 feet, including centerline, edge of travel lane, edge of pavement, curb, gutter and sidewalk, drainage features, visible utilities, building stoops (Finish floor elevations), existing street monumentation and right of way markers, utilities (marked by City), etc.;
 - Building corners, door entrances, threshold elevations;
 - Intersection curb returns;
 - Visible utilities and utilities identified from Digline markings;
 - Trees larger than 2-inch diameter (dbh) trunk size;
 - Signs;
 - Driveways and other road intersections;
 - Other significant improvements within right-of-way areas;

The final drawing of the mapping area in AutoCAD format will include:

- One-foot contour interval map;
- Existing features located during the survey;
- Estimated location of existing right-of-way lines based on City/Assessor provided data.

J-U-B will request Digline and City crews to mark the horizontal location of existing utilities. Existing utilities identified from as-built and field topographic survey will be included in the project base map. Property owner / parcels will be included on the base map based on information provided by the County Assessor. Acquisition of right-of-way is not expected. A record of survey is not anticipated or included as a part of this scope of services.

Task 3 Deliverables:

- Site walk through agenda and notes
- Copies of the utility submittal letters
- Copies of information and documents received from utilities
- Base Maps for development of alternatives
- Data will be incorporated into the alternative drawings and DTM surface

Task 4 – CONCEPT OPTIONS/ALTERNATIVES

- a. **Typical Section Options:** J-U-B will prepare up to three (3) typical section options based on input provided by stakeholders, property owners and the Steering Committee.
- b. **Project Concept Layout Options:** J-U-B will prepare up to three (3) project concept layout options overlaid on an aerial map based on input provided by stakeholders, property owners and the Steering Committee.
- c. **Draft Phasing and Implementation Plan:** J-U-B will prepare a draft phasing and implementation plan showing possible phasing of improvements and funding sources.

Task 4 Deliverables:

- Up to three (3) Typical Sections
- Up to three (3) Project Concept Layout Options
- Draft Phasing Plan

Note: Future tasks anticipated within an addendum to this scope of work and contract include development of up to two (2) concept layout plans and renderings as well as a refined concept plan of the preferred alternative along with a phasing plan and cost estimate and all related tasks (additional/more detailed survey, public outreach, meetings, etc.).

PART 2 - SCHEDULE OF SERVICES

The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task	Anticipated Schedule/Duration
Task 1	Project Management and Meetings	October 2019 – June 2020 (9 months)
Task 2	Public Involvement	October 2019 – June 2020 (9 months)
Task 3	Topographic Survey and Base Mapping	October 2019 – November 2019 (2 months)
Task 4	Concept Option/Alternatives	October 2019 – June 2020 (9 months)

PART 3 - BASIS OF FEE

The CITY shall pay J-U-B for the identified Basic Services as follows:

1. The CITY will pay \$19,000 from FY 2019 budget, with the remaining contract amount (\$25,300) billed for the FY 2020 budget.
2. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

COMPENSTATION

The CITY will pay J-U-B for its services and reimbursable expenses on a not to exceed basis of the total listed below.

Task Number	Task Name	Fee Type	Amount
Task 1	Project Management and Meetings	Lump Sum	\$5,500
Task 2	Public Involvement	Lump Sum	\$12,400
Task 3	Topographic Survey and Base Mapping	Lump Sum	\$14,308
Task 4	Concept Options/Alternatives	Lump Sum	\$11,292
	Reimbursable expenses (mileage, copies, equipment use)	Lump Sum	\$800
TOTAL			\$44,300



City of Kuna

City Council

Staff Memo

P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.id.gov

To: **Kuna City Council**

Case Number: 19-10-FP (Final Plat) – Patagonia No. 4

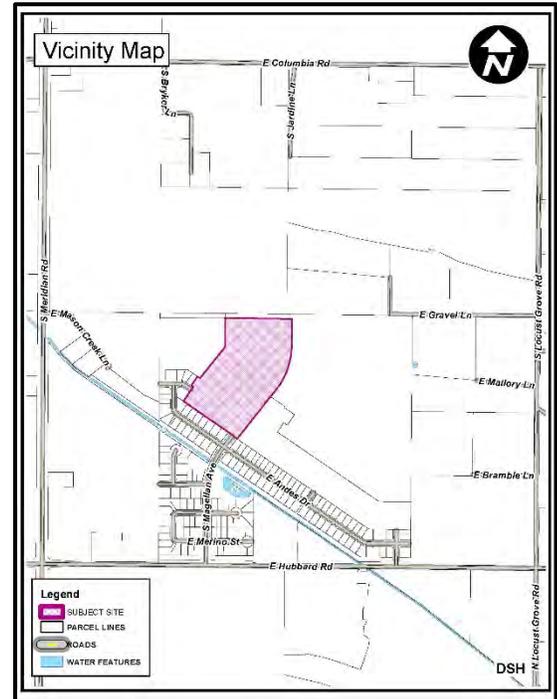
Location: S. Magellan Ave., Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: October 1, 2019

Applicant/ Owner: Patagonia Development, LLC
P.O. Box 344
Meridian, ID 83680
208.888.9946
greg@westparkco.com

Representative: Kent Brown
3161 E. Springwood Dr.
Meridian, ID 83642
208.871.6842
kentlkb@gmail.com



A. General Project Facts:

1. Kent Brown on behalf of Patagonia Development, LLC is requesting final plat approval for Patagonia Subdivision No. 4 which has sixty-two (62) residential building lots and eleven (11) common lots on a total of approximately 20.45 acres (Ada County Assessor Parcel No. S1407315000).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Patagonia Subdivision No. 4.
2. Staff has determined that the proposed final plat for Patagonia Subdivision No. 4 is in conformance with the approved preliminary plat.

C. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats and Vacations.

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

Project name:	Applicant:
PATAGONIA SUBDIVISION NO 4	PATAGONIA DEVELOPMENT LLC

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	✗
✓	All pages of the proposed Final Plat.	✓
✓	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
✓	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	✓
✓	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	✓
	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
✓	A statement of conformance with the following information: ◇ The approved preliminary plat and meeting all requirements or conditions. ◇ The acceptable engineering practices and local standards.	✓
✓	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	✓
✓	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a meeting date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

received
8.9.19



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	19-10-FP
Project name	Patagonia No 4
Date Received	8.9.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

Contact/Applicant Information

Owners of Record: <u>PATAGONIA DEVELOPMENT</u>	Phone Number: <u>208-888-9946</u>
Address: <u>PO Box 344</u>	E-Mail: <u>GREG@WESTPARKCO.COM</u>
City, State, Zip: <u>MERIDIAN IDAHO 83680</u>	Fax #: _____
Applicant (Developer): <u>PATAGONIA DEVELOPMENT LLC</u>	Phone Number: <u>208-888-9946</u>
Address: <u>PO Box 344</u>	E-Mail: <u>GREG@WESTPARKCO.COM</u>
City, State, Zip: <u>MERIDIAN IDAHO 83680</u>	Fax #: _____
Engineer/Representative: <u>KENT BROWN</u>	Phone Number: <u>208-871-6842</u>
Address: <u>3161 E SPRINGWOOD DR</u>	E-Mail: <u>kentlkb@gmail.com</u>
City, State, Zip: <u>MERIDIAN IDAHO 83642</u>	Fax #: _____

Subject Property Information

Site Address: <u>0 S. Magellan Ave</u>
Site Location (Cross Streets): <u>NE OF MERIDIAN RD AND HUBBARD ROAD</u>
Parcel Number (s): <u>S1407315000</u>
Section, Township, Range: <u>SEC 7 2N 1E</u>
Property size : <u>20.45AC</u>
Current land use: <u>VACANT</u> Proposed land use: <u>RESIDENTIAL</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>R-6</u>

Exhibit
A1

Project Description

Project / subdivision name: PATAGONIA SUBDIVISION NO 4

General description of proposed project / request: SEE ATTACHED LETTER

Type of use proposed (check all that apply):

Residential SINGLE FAMILY RESIDENTIAL

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: _____ Number of building lots: 62

Number of common and/or other lots: 11

Type of dwellings proposed:

Single-Family SINGLE FAMILY

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 3.03 Net density (DU/acre-excluding roads): 5.3

Percentage of open space provided: _____ Acreage of open space: _____

Type of open space provided (i.e. landscaping, public, common, etc.): STREET BUFFERS

Non-Residential Project Summary (if applicable) N/A

~~Number of building lots: _____ Other lots: _____~~

~~Gross floor area square footage: _____ Existing (if applicable): _____~~

~~Hours of operation (days & hours): _____ Building height: _____~~

~~Total number of employees: _____ Max. number of employees at one time: _____~~

~~Number and ages of students/children: _____ Seating capacity: _____~~

~~Fencing type, size & location (proposed or existing to remain): _____~~

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature: Kent Brown Date: _____

KENT BROWN PLANNING SERVICES

August 9, 2019

Kuna City Planning & Development Services
763 W. Avalon
Kuna, ID 83634

RE: Patagonia Subdivision No. 4 Final Plat Application

Gentlemen:

On behalf of Patagonia Development LLC, we are requesting approval of the Final Plat application for the Patagonia Subdivision No. 4. The site is located at northside of Hubbard Road between Meridian Road and Locust Grove Road. The site is 20.74 acres in size, and is currently vacant.

Patagonia Subdivision No. 4 has 73 total lots, consisting of 62 buildable and 11 common. All 62 buildable lots will have single-family homes. The common areas consist of landscape buffers for roadways in this portion of development. The final plat complies too all the preliminary plat requirements. The propose construction design complies with to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Patagonia No. 4 feel free to contact me.

Sincerely,



Kent Brown
Planner

Grant Deed

Arbor Ridge, LLC, an Idaho limited company, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and convey to Patagonia Development, LLC, an Idaho limited liability company, whose current address is P.O. Box 344, Meridian, Idaho 83680, Grantee, the following described real property located in Ada County, Idaho, more particularly described as follows:

See Exhibit 1 Attached.

Together with all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

SUBJECT TO taxes and assessments for the year 2017 and all subsequent years, and to such rights, easements, liens, encumbrances, covenants, rights-of-way, reservations, restrictions, and zoning regulations as appear of record or based upon the premises, and to any state of facts an accurate survey or inspection of the premises would show.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 20th day of June, 2017.

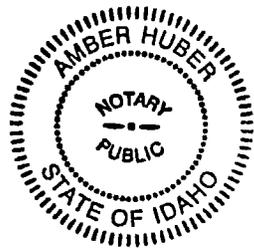
Arbor Ridge, LLC, an Idaho limited liability company
By: Gregory B. Johnson
J-Line, LP an Idaho limited partnership, Manager
Gregory B. Johnson, its General Partner

“Grantor”

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 20th day of June, 2017, before me, a Notary Public in and for said State, personally appeared Gregory B. Johnson, known or identified to me to be the General Partner of J-Line, LP, an Idaho limited partnership, and the Manager of Arbor Ridge, LLC, an Idaho limited liability company, the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said entities.

(SEAL)



Amber Huber
Notary Public for Idaho
Commission expires: 6/9/21

Exhibit 1

Legal Description Patagonia Subdivision No. 2

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of said SE ¼ of Section 7 bears N 89°25'45" W a distance of 2651.45 feet;

Thence N 89°25'45" W along the southerly boundary of said SE ¼ a distance of 1325.73 feet to a point marking the southeast corner of the SW ¼ of the SE ¼ of said Section 7;

Thence N 0°28'57" E along the easterly boundary of said SW ¼ of the SE ¼ a distance of 25.00 feet to a 5/8 inch diameter rebar on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼; a distance of 516.37 feet to a point on the centerline of the Mason Creek Feeder, said point being witnessed by a 5/8 inch diameter rebar bearing S 89°25'45" E a distance of 35.00 feet from said point;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point, said point being referenced by a 5/8 inch diameter rebar bearing N 34°13'45" E a distance of 20.00 feet from said point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point; said point being witnessed by a 5/8 inch diameter rebar bearing S 0°34'15" W a distance of 25.00 feet from said point;

Thence leaving said centerline S 0°34'15" W a distance of 91.01 feet to a 5/8 inch diameter rebar marking the northeasterly corner of Patagonia Subdivision No. 1 as shown in Book 110 of Plats on Pages 15809 thru 15811, records of Ada County, Idaho;

Thence N 89°27'26" W along the northerly boundary of said Patagonia Subdivision No. 1 a distance of 554.77 feet to a 5/8 inch diameter rebar marking the northeast corner of Lot 17 of Block 1 of said Patagonia Subdivision No. 1;

Thence leaving said northerly boundary N 0°32'34" E a distance of 25.58 feet to a 5/8 inch diameter rebar;

Thence a distance of 287.85 feet along the arc of a 907.00 foot radius curve right, said curve having a central angle of 18°11'01" and a long chord bearing N 9°38'05" E a distance of 286.64 feet to a 5/8 inch diameter rebar;

Thence N 89°38'46" W a distance of 188.97 feet to a 5/8 inch diameter rebar;

Thence N 0°21'14" E a distance of 120.00 feet to a 5/8 inch diameter rebar;

Thence N 34°33'52" E a distance of 76.72 feet to a 5/8 inch diameter rebar;

Thence S 55°26'08" E a distance of 206.91 feet to a 5/8 inch diameter rebar;

Thence a distance of 207.46 feet along the arc of a 907.00 foot radius non-tangent curve right, said curve having a central angle of 13°06'20" and a long chord bearing N 29°48'39" E a distance of 207.01 feet to a 5/8 inch diameter rebar;

Thence N 36°21'49" E a distance of 64.00 feet to a 5/8 inch diameter rebar;

Thence S 54°02'14" E a distance of 1.73 feet to a 5/8 inch diameter rebar;

Thence N 38°27'29" E a distance of 120.46 feet to a 5/8 inch diameter rebar;

Thence S 51°32'31" E a distance of 94.00 feet to a 5/8 inch diameter rebar;

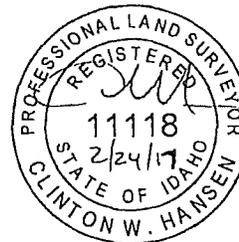
Thence S 55°36'52" E a distance of 1707.62 feet to a 5/8 inch diameter rebar;

Thence S 89°25'45" E a distance of 437.34 feet to a 5/8 inch diameter rebar on the easterly boundary of the SW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along said easterly boundary a distance of 367.50 feet to the POINT OF BEGINNING.

This parcel contains 23.01 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
Revised: February 24, 2017



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=40 DAWN TRIVOLIS
SPINK BUTLER LLP

2016-106371
11/02/2016 02:26 PM
AMOUNT:\$127.00



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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PATAGONIA SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATAGONIA SUBDIVISION is made effective as of the 2nd day of November, 2016, by Patagonia Development, LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

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EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

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ARTICLE I: RECITALS

1.1 **Property Covered.** The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Patagonia Subdivision (“Declaration”) is the Property legally described in Exhibit A attached hereto and made a part hereof (the “Property”). Grantor intends to develop the Property in stages. The first phase of Patagonia Subdivision is hereby made subject to the terms of this Declaration, and is described as follows: Patagonia Subdivision No. 1, according to the plat thereof recorded on October 21, 2016, as Instrument No. 2016-101281, in Book 110 of Plats at Pages 15809 through 15811, official records of Ada County, Idaho, a copy of which is attached hereto as Exhibit B (the “Phase 1 Plat”). The Common Area lots in Phase 1 are as reflected on the Phase 1 Plat.

1.2 **Residential Development.** Patagonia Subdivision is a residential development, which Grantor currently intends to develop in phases. Certain portions of the Property may be developed for quality detached single-family residential homes. The Property may contain parcels of Common Area, including water, park, open space, and recreational and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved.

1.3 **Purpose of Declaration.** The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively “Restrictions”) that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property’s value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor 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, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor’s successors in interest and each grantee or Owner and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner’s successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.2 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

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

3.4 "Association" shall mean the nonprofit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Patagonia Subdivision Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

3.5 "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.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.7 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.8 "Bylaws" shall mean the Bylaws of an Association.

3.9 "Common Area" shall mean any or all parcels of Patagonia Subdivision Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas.

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

3.11 **“Grantor”** shall mean Patagonia Development, LLC or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Patagonia Development, LLC, or its successor.

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

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

3.14 **“Member”** shall mean each person or entity holding a membership in the Association.

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

3.16 **“Person”** shall mean any individual, partnership, corporation or other legal entity.

3.17 **“Plat”** shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.18 **“Property”** shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein.

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

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

3.21 “Supplemental Declaration” shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.22 “Patagonia Subdivision” shall mean the Property.

3.23 “Patagonia Subdivision Common Area” shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Patagonia Subdivision and each Owner therein. Patagonia Subdivision Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Patagonia Subdivision Common Area may include easement and/or license rights.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved in advance.

4.1.5 Driveways. All access driveways shall have a wearing surface of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. All mailboxes will be of consistent design, material and coloration and shall be located at places designated by Grantor, U.S.P.S, or the Architectural Committee.

4.1.7 Fencing. All fencing shall be vinyl fence of taupe color. Fences adjacent to common areas may be black wrought iron or powder-coated chain link. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge, or boundary wall is situated. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street and shall be in compliance with applicable Kuna City ordinances. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the applicable Architectural Committee.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Exterior garage lighting shall be attached or operated by photo cell.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

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

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

4.3 No Further Subdivision. No Building Lot may be further subdivided.

4.4 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Patagonia Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee.

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

4.6 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 their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.7 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot.

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

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

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

4.11 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

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

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

4.14 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.15 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Patagonia Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.16 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Patagonia Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

4.17 Landscaping. The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) 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. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot but in all events shall be completed within 30 days of first occupancy. The initial landscaping shall include, as a minimum, sod in the front and rear yard, at least one two-inch (2") caliper tree in the front yard in addition to the street tree installed by Grantor between the sidewalk and the curb, three

(3) five-(5)-gallon plants and five (5) one-(1)-gallon shrubs in the front yard. The use of berms and sculptured planting areas are encouraged.

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

4.19 Water Rights Appurtenant to Subdivision Lands. Water shall be provided by the Kuna Municipal water system.

4.20 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.21 Roof Material. See Exhibit C.

ARTICLE V: PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of Patagonia Subdivision Homeowners Association. Patagonia Subdivision Homeowners Association, Inc. ("Association") shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

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

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

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

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

5.5 Power and Duties of the Association.

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

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration. An Association set-up fee of \$200.00 and a site clean-up fee of \$150.00 shall be charged upon the first closing of each Building Lot. The initial annual Regular Assessment shall be \$250.00 per year, which amount is subject to change by the Board of Directors of the Association.

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

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

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

Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

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

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

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

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

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, 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.

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

5.5.2.7 Operation and Maintenance of Patagonia Subdivision Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Patagonia Subdivision Common Area, including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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

5.5.2.9 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences and water amenities within and abutting Common Area. Maintain any water amenities constructed by Grantor or Association located in the associated easements in, over and through Building Lots as shown on the Plat.

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

5.5.2.11 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 Patagonia Subdivision Common Area, and to manage for the benefit of Patagonia Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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

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

5.5.2.12.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents

and employees of each of the foregoing against any liability incident to the ownership and/or use of Patagonia Subdivision Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.12.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

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

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

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

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

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

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

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

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

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

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

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1 Maintenance Manual. Operation and maintenance of the storm water facilities at Patagonia Subdivision shall be governed in accordance with a maintenance manual that may be modified from time to time at the direction of the Board of the Association.

6.2 ACHD Storm Water Drainage System. Lots 1, 8 through 11, and 18 in Block 1, Patagonia Subdivision No. 1, contain the Ada County Highway District (“ACHD”) storm water drainage system in Patagonia Subdivision. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full (“Master Easement”). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage, and is first approved in writing by the Architectural Committee and ACHD. 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 Architectural Committee and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

ARTICLE VII: RIGHTS TO COMMON AREAS

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

7.1.1 The right of the Association to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

7.1.5 The right of the Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

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

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Patagonia Subdivision Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment of the Patagonia Subdivision Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

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

ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. Pressurized irrigation will be provided to each home by the Kuna Municipal water system. Homeowners will be billed directly by the City for potable and irrigation water.

ARTICLE IX: ASSESSMENTS

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

9.1.1 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.

9.1.2 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 remains an Owner.

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

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

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Patagonia Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

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

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

9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the

portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

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

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

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

9.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building

Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens.

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

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

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

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

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

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

ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Patagonia Subdivision Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

12.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

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

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

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

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

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

12.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

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

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

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

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

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

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws,

the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

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

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this 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 act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including 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 Building Lot or Common Area.

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

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Patagonia Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the

easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

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

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

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

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

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

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

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2036, unless amended as herein provided. After December 31, 2036, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a portion of the Property may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such applicable portion of the Property.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, 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 Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or

written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

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

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

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person 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. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

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

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

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 Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

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

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

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

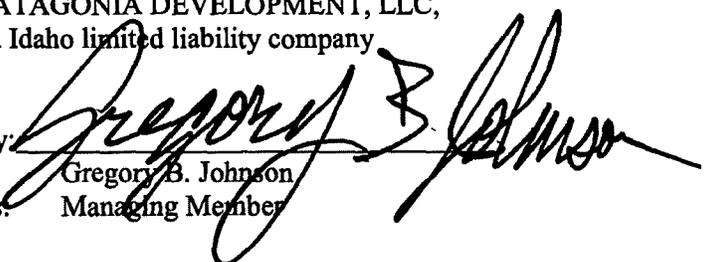
14.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

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

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

IN WITNESS WHEREOF, Grantor has set its hand this 2nd day of November, 2016.

PATAGONIA DEVELOPMENT, LLC,
an Idaho limited liability company

By: 
Its: Gregory B. Johnson
Managing Member

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

Legal Description
Patagonia Property

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of the SW ¼ of said Section 7 bears N 89°27'26" W a distance of 2557.55 feet;

Thence N 89°27'26" W along the southerly boundary of said SE ¼ of the SW ¼ a distance of 334.50 feet to a point;

Thence leaving said southerly boundary N 0°34'15" E a distance of 25.00 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°27'26" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼ of the SW ¼, a distance of 994.88 feet to a 5/8 inch diameter iron pin on the westerly boundary of said SE ¼ of the SW ¼;

Thence N 0°21'14" E along the westerly boundary of said SE ¼ of the SW ¼ and the westerly boundary of the NE ¼ of the SW ¼ a distance of 2830.96 feet to a 5/8 inch diameter iron pin on the northerly boundary of the S ½ of said Section 7;

Thence S 89°19'11" E along said northerly boundary of the S ½ of Section 7 a distance of 2860.99 feet to a 5/8 inch diameter iron pin marking the northeast corner of the NW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along the easterly boundary of said NW ¼ of the SE ¼ and the westerly boundary of the SW ¼ of the SE ¼ a distance of 2625.22 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SW ¼ of the SE ¼, a distance of 516.37 feet to a point on the centerline of Mason Creek;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point;

Thence leaving said centerline S 0°34'15" W a distance of 764.51 feet to the **POINT OF BEGINNING**.

This parcel contains 150.35 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 16, 2016



Patagonia Subdivision
Job No. 15-01

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PATAGONIA SUBDIVISION – EXHIBIT A

PATAGONIA SUBDIVISION NO. 1

BOOK 10, PAGE 1576

CERTIFICATE OF OWNERS
 I, CLAYTON W. HANSON, the undersigned, being the owner of the real property described below in Ada County, Idaho, and that we intend to include the following described property in this Patagonia Subdivision No. 1:

A parcel located in the SE 1/4 of Section 7, Township 2 North, Range 1 East, N.M. City of Singal, Ada County, Idaho, and more particularly described as follows:
 COMMENCING AT AN ALUMINUM CAP MARKER MAKING THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SW 1/4 ACRES AN ALLIUMINUM CAP MARKER MAKING THE SOUTHWEST CORNER OF SAID SECTION 7 BEING 18722' 0" IN DISTANCE OF 18722' 0" FEET.

THENCE IN 87°15' 15" ALONG THE SOUTHWEST BOUNDARY OF SAID SE 1/4 OF THE SW 1/4 A DISTANCE OF 334.50 FEET TO A CORNER.

THENCE (GROUND SLOPE) SOUTHWESTLY 89°15' 15" A DISTANCE OF 25.00 FEET TO A 3/8 INCH DIAMETER BENTONITE (ON THE NORTHERN RIGHT-OF-WAY) OF 11.75 INCHES AND THE POINT OF BEGINNING.

THENCE IN 87°15' 15" ALONG SAID NORTHERN RIGHT-OF-WAY BEING 25.00 FEET WIDTH OF SAID PARALLEL TO SAID BENTONITE MARKER A DISTANCE OF 174.50 FEET TO A 3/8 INCH DIAMETER BENTONITE MARKER ON THE WESTERN BOUNDARY OF SAID SE 1/4 OF THE SW 1/4.

THENCE IN 87°15' 15" ALONG SAID WESTERN BOUNDARY A DISTANCE OF 673.00 FEET TO A 3/8 INCH DIAMETER BENTONITE MARKER.

THENCE (GROUND SLOPE) SOUTHWESTLY 89°15' 15" A DISTANCE OF 197.00 FEET TO A 3/8 INCH DIAMETER BENTONITE MARKER.

THENCE IN 87°15' 15" A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING.

THE PARCEL CONTAINS 15.00 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE SUBJECT TO RECEIVE WATER SERVICE FROM THE CITY OF SINGAL. THE CITY OF SINGAL HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY OBLIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO AND UTILIZATION OF THESE UTILITIES AND DRAINAGE EASEMENTS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DEEDS AND EASEMENTS RELATING TO THESE UTILITIES AND DRAINAGE EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREBY SET OUR HAND AND SEAL OF OUR COMPANY THIS 6th DAY OF April, 2017.

Clayton W. Hanson
 CLAYTON W. HANSON
 MANAGER OF PATAGONIA DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA }

DOE, SPONSOR OF THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF ADA, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR SAID COUNTY OF ADA AND THAT I AM A MEMBER OF THE NATIONAL ASSOCIATION OF NOTARY PUBLICS AND AM CURRENTLY LICENSED AS A NOTARY PUBLIC IN AND FOR SAID COUNTY OF ADA. I AM CURRENTLY LICENSED AS A NOTARY PUBLIC IN AND FOR SAID COUNTY OF ADA AND AM CURRENTLY LICENSED AS A NOTARY PUBLIC IN AND FOR SAID COUNTY OF ADA. I AM CURRENTLY LICENSED AS A NOTARY PUBLIC IN AND FOR SAID COUNTY OF ADA AND AM CURRENTLY LICENSED AS A NOTARY PUBLIC IN AND FOR SAID COUNTY OF ADA.

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



MY COMMISSION EXPIRES July 23, 2017
RESIDING AT 11118
NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

CLAYTON W. HANSON, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE TRUE AND CORRECT POSITION AND IS IN ACCORDANCE WITH THE BEST OF SERVICE USE RELATING TO PLATS AND SURVEYS.



CLAYTON W. HANSON
EXPIRES NO. 11118



211 E. MAIN ST. SUITE 200
BOZEMAN, IDAHO 83725
PHONE 208-353-1118
WWW.LANDSOLUTIONS.COM

PATAGONIA SUBDIVISION NO. 1

BOOK 16, PAGE 1861

HEALTH CERTIFICATE
 I, the undersigned, as a duly sworn public health officer, after examining the plat and the plat map, and after being advised of the provisions of the Health Code, do hereby certify that the plat and plat map conform to the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code.

Donna S. Binkley
 DISTRICT HEALTH DEPARTMENT, DHS
 DATE: 4-20-16



APPROVAL OF THE CITY COUNCIL
 I, the undersigned, as a duly sworn public health officer, after examining the plat and the plat map, and after being advised of the provisions of the Health Code, do hereby certify that the plat and plat map conform to the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code.

Chris Engle
 CITY ENGINEER - ADA COUNTY



APPROVAL OF THE CITY ENGINEER
 I, the undersigned, as a duly sworn public health officer, after examining the plat and the plat map, and after being advised of the provisions of the Health Code, do hereby certify that the plat and plat map conform to the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code.

Chris Engle
 CITY ENGINEER - ADA COUNTY

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT
 I, the undersigned, as a duly sworn public health officer, after examining the plat and the plat map, and after being advised of the provisions of the Health Code, do hereby certify that the plat and plat map conform to the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code.

Paul S. Smith
 PRESIDENT, ADA COUNTY HIGHWAY DISTRICT



CERTIFICATE OF THE COUNTY SURVEYOR
 I, the undersigned, as a duly sworn public health officer, after examining the plat and the plat map, and after being advised of the provisions of the Health Code, do hereby certify that the plat and plat map conform to the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code.

Donna S. Binkley
 ADA COUNTY SURVEYOR
 PLS 5357
 DATE: 10-20-2014



CERTIFICATE OF THE COUNTY TREASURER
 I, the undersigned, as a duly sworn public health officer, after examining the plat and the plat map, and after being advised of the provisions of the Health Code, do hereby certify that the plat and plat map conform to the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code.

Deputy Treasurer
 COUNTY TREASURER



CERTIFICATE OF COUNTY RECORDER
 I, the undersigned, as a duly sworn public health officer, after examining the plat and the plat map, and after being advised of the provisions of the Health Code, do hereby certify that the plat and plat map conform to the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code, and that the plat and plat map are in accordance with the provisions of the Health Code.

Christina D. Pelt
 COUNTY RECORDER

LandSolutions
 Land Surveying and Consulting
 11111 N. 111th St., Suite 100
 Omaha, NE 68148
 Phone: 402.390.1000 Fax: 402.390.1001
 www.landsolutions.com



SHEET 3 OF 3

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATAGONIA SUBDIVISION - EXHIBIT B

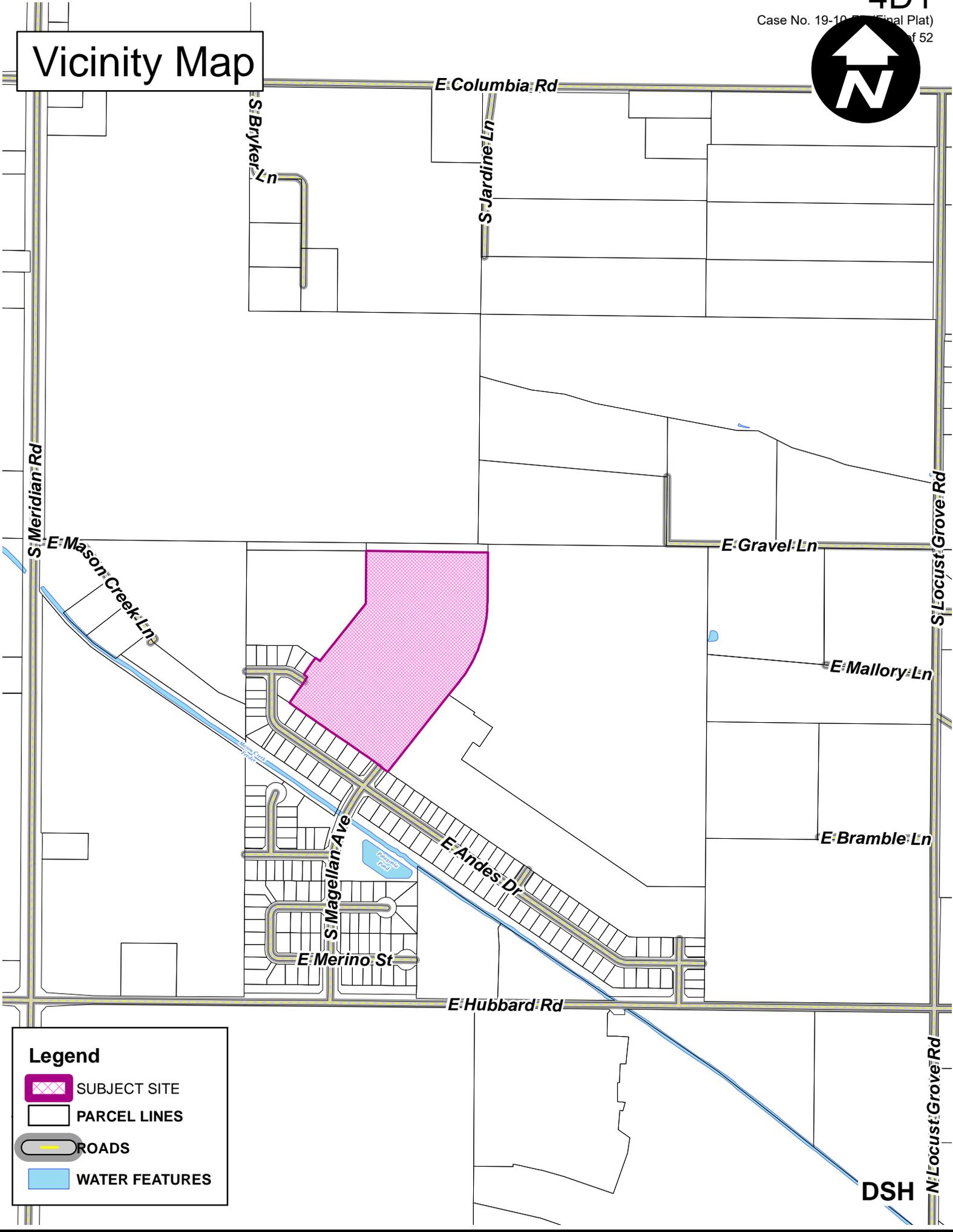
**EXHIBIT C
LOT REQUIREMENTS**

Patagonia
AC Guidelines

Description	Requirements
Minimum Square Footage	1200
Roofing Requirements	30-year architectural asphalt shingle, or as approved by AC
Roof Pitch	6/12 or better unless approved by AC
Siding	Stucco, Hardy Board, hardboard lap siding or similar. No vinyl siding
Sprinkler Systems	Full Sprinklers
Garage Features	2 car min. - 5 car max. - 3 bay openings max., or as approved by AC
Shops & Sheds	OK – AC Approval Only
Fencing	Vinyl (taupe), wrought iron (black), or powder coated chain link (black)
Front Brick, Stone, Masonry or Stucco	20% required or as approved by AC
Basketball Hoops	Detached only - allowed only with prior AC approval
Landscape Requirement	Entire yard to be landscaped within 30 days of first occupancy



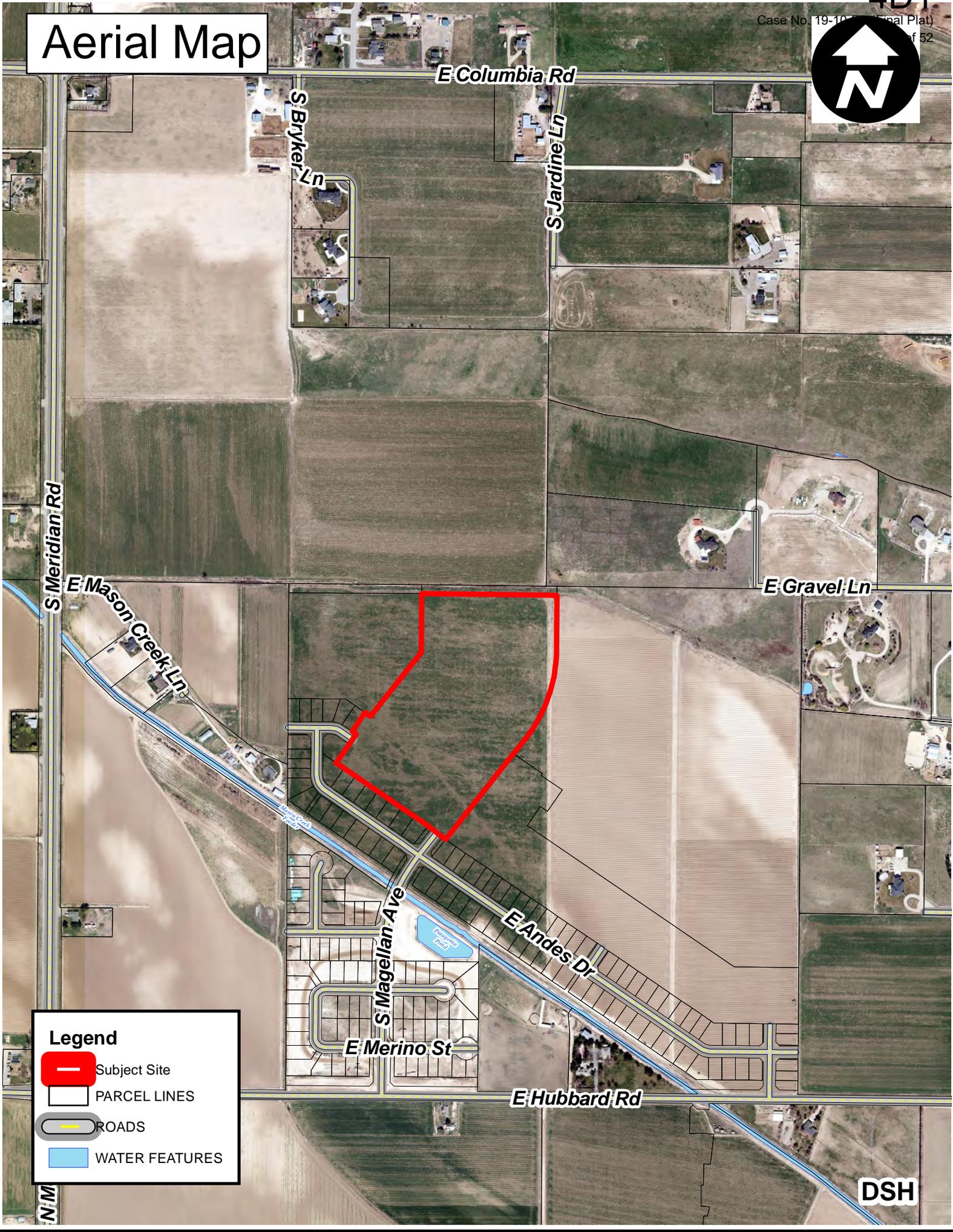
Vicinity Map



Legend

-  SUBJECT SITE
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

Aerial Map



Legend

-  Subject Site
-  PARCEL LINES
-  ROADS
-  WATER FEATURES



MAIN OFFICE • 707 N. ARMSTRONG PL. • BOISE, ID 83704-0825
PHONE (208) 375-5211 • FAX (208) 327-8500 • cdhd.idaho.gov

"Healthy People in Healthy Communities"

RECEIVED
JUN 24 2019
CITY OF KUNA

19-0459

June 19, 2019

Ada County Recorder
Attn: Phil McGrane
200 West Front Street
Boise, ID 83702

RE: Patagonia Subdivision No. 4

Dear Mr. McGrane:

Central District Health Department has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given June 19, 2019.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Kuna and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, 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.

If you have any questions, please call 208-327-8517.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lori Badigian', is written over a horizontal line.

Lori Badigian, R.E.H.S.
Senior Environmental Health Specialist

cc: Patagonia Development
Kent Brown
Civil Innovations
City of Kuna

LB:bk

SERVING ADA, BOISE, ELMORE AND VALLEY COUNTIES



City of Kuna

City Council Staff Memo

P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.id.gov

To: **Kuna City Council**

Case Number: 19-11-FP (Final Plat) – Patagonia No. 5

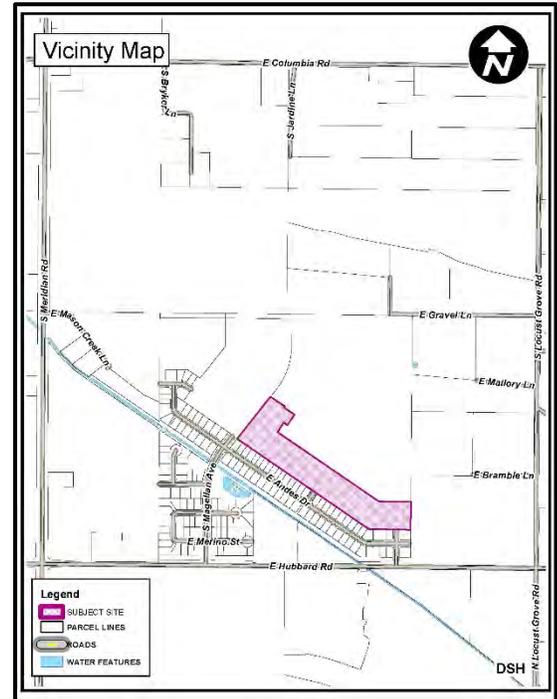
Location: S. Fuego Ave.,
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: October 1, 2019

Applicant/ Owner: Patagonia Development, LLC
P.O. Box 344
Meridian, ID 83680
208.888.9946
greg@westparkco.com

Representative: Kent Brown
3161 E. Springwood Dr.
Meridian, ID 83642
208.871.6842
kentlkb@gmail.com



A. General Project Facts:

1. Kent Brown on behalf of Patagonia Development, LLC is requesting final plat approval for Patagonia Subdivision No. 5 which has fifty-nine (59) residential building lots and nine (9) common lots on a total of approximately 15.38 acres (Ada County Assessor Parcel No. S1407438400).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Patagonia Subdivision No. 5.
2. Staff has determined that the proposed final plat for Patagonia Subdivision No. 5 is in conformance with the approved preliminary plat.

C. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats and Vacations.

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.



City of Kuna
 Planning & Zoning
 Department
 P.O. Box 13
 Kuna, Idaho 83634
 208.922.5274
 Fax: 208.922.5989
 Website: www.kunacity.id.gov

Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

Project name:	Applicant:
PATAGONIA SUBDIVISION NO 5	PATAGONIA DEVELOPMENT LLC

All applications are required to contain one copy of the following:

Applicant (√)	Description	Staff (√)
✓	Completed and signed Commission & Council Review Application.	✓
✓	All pages of the proposed Final Plat.	✓
✓	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
✓	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	✓
✓	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	✓
	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
✓	A statement of conformance with the following information: ◊ The approved preliminary plat and meeting all requirements or conditions. ◊ The acceptable engineering practices and local standards.	✓
✓	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	✓
✓	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a meeting date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



City of Kuna
 Planning & Zoning
 Department
 P.O. Box 13
 Kuna, Idaho 83634
 208.922.5274
 Fax: 208.922.5989
 Website: www.kunacity.id.gov

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	19-11-FP
Project name	Patagonia #No 5
Date Received	8.9.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

received
8.9.19

Contact/Applicant Information

Owners of Record: <u>PATAGONIA DEVELOPMENT</u> Address: <u>PO Box 344</u> City, State, Zip: <u>MERIDIAN IDAHO 83680</u>	Phone Number: <u>208-888-9946</u> E-Mail: <u>GREG@WESTPARKCO.COM</u> Fax #: _____
Applicant (Developer): <u>PATAGONIA DEVELOPMENT LLC</u> Address: <u>PO Box 344</u> City, State, Zip: <u>MERIDIAN IDAHO 83680</u>	Phone Number: <u>208-888-9946</u> E-Mail: <u>GREG@WESTPARKCO.COM</u> Fax #: _____
Engineer/Representative: <u>KENT BROWN</u> Address: <u>3161 E SPRINGWOOD DR</u> City, State, Zip: <u>MERIDIAN IDAHO 83642</u>	Phone Number: <u>208-871-6842</u> E-Mail: <u>kentlkb@gmail.com</u> Fax #: _____

Subject Property Information

Site Address: <u>0 S. Fuego Ave</u>
Site Location (Cross Streets): <u>NE OF MERIDIAN RD AND HUBBARD ROAD</u>
Parcel Number (s): <u>S1407438400</u>
Section, Township, Range: <u>SEC 7 2N 1E</u>
Property size : <u>15.38 AC</u>
Current land use: <u>VACANT</u> Proposed land use: <u>RESIDENTIAL</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>R-6</u>

Exhibit
A1

Project Description

Project / subdivision name: PATAGONIA SUBDIVISION NO 5

General description of proposed project / request: SEE ATTACHED LETTER

Type of use proposed (check all that apply):

Residential SINGLE FAMILY RESIDENTIAL

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: _____ Number of building lots: 59

Number of common and/or other lots: 9

Type of dwellings proposed:

Single-Family SINGLE FAMILY

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 3.8 Net density (DU/acre-excluding roads): 5.2

Percentage of open space provided: _____ Acreage of open space: _____

Type of open space provided (i.e. landscaping, public, common, etc.): STREET BUFFERS

Non-Residential Project Summary (if applicable) N/A

~~Number of building lots: _____ Other lots: _____~~

~~Gross floor area square footage: _____ Existing (if applicable): _____~~

~~Hours of operation (days & hours): _____ Building height: _____~~

~~Total number of employees: _____ Max. number of employees at one time: _____~~

~~Number and ages of students/children: _____ Seating capacity: _____~~

~~Fencing type, size & location (proposed or existing to remain): _____~~

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature: Kent Brown Date: _____

KENT BROWN PLANNING SERVICES

August 9, 2019

Kuna City Planning & Development Services
763 W. Avalon
Kuna, ID 83634

RE: Patagonia Subdivision No. 5 Final Plat Application

Gentlemen:

On behalf of Patagonia Development LLC, we are requesting approval of the Final Plat application for the Patagonia Subdivision No. 5. The site is located at northside of Hubbard Road between Meridian Road and Locust Grove Road. The site is 15.38 acres in size, and is currently vacant.

Patagonia Subdivision No. 5 has 68 total lots, consisting of 59 buildable and 9 common. All 59 buildable lots will have single-family homes. The common areas consist of landscape buffers for roadways in this portion of development. The final plat complies too all the preliminary plat requirements. The propose construction design complies with to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Patagonia No. 5 feel free to contact me.

Sincerely,



Kent Brown
Planner

Exhibit 1

Legal Description Patagonia Subdivision No. 2

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of said SE ¼ of Section 7 bears N 89°25'45" W a distance of 2651.45 feet;

Thence N 89°25'45" W along the southerly boundary of said SE ¼ a distance of 1325.73 feet to a point marking the southeast corner of the SW ¼ of the SE ¼ of said Section 7;

Thence N 0°28'57" E along the easterly boundary of said SW ¼ of the SE ¼ a distance of 25.00 feet to a 5/8 inch diameter rebar on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼; a distance of 516.37 feet to a point on the centerline of the Mason Creek Feeder, said point being witnessed by a 5/8 inch diameter rebar bearing S 89°25'45" E a distance of 35.00 feet from said point;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point, said point being referenced by a 5/8 inch diameter rebar bearing N 34°13'45" E a distance of 20.00 feet from said point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point; said point being witnessed by a 5/8 inch diameter rebar bearing S 0°34'15" W a distance of 25.00 feet from said point;

Thence leaving said centerline S 0°34'15" W a distance of 91.01 feet to a 5/8 inch diameter rebar marking the northeasterly corner of Patagonia Subdivision No. 1 as shown in Book 110 of Plats on Pages 15809 thru 15811, records of Ada County, Idaho;

Thence N 89°27'26" W along the northerly boundary of said Patagonia Subdivision No. 1 a distance of 554.77 feet to a 5/8 inch diameter rebar marking the northeast corner of Lot 17 of Block 1 of said Patagonia Subdivision No. 1;

Thence leaving said northerly boundary N 0°32'34" E a distance of 25.58 feet to a 5/8 inch diameter rebar;

Thence a distance of 287.85 feet along the arc of a 907.00 foot radius curve right, said curve having a central angle of 18°11'01" and a long chord bearing N 9°38'05" E a distance of 286.64 feet to a 5/8 inch diameter rebar;

Thence N 89°38'46" W a distance of 188.97 feet to a 5/8 inch diameter rebar;

Thence N 0°21'14" E a distance of 120.00 feet to a 5/8 inch diameter rebar;

Thence N 34°33'52" E a distance of 76.72 feet to a 5/8 inch diameter rebar;

Thence S 55°26'08" E a distance of 206.91 feet to a 5/8 inch diameter rebar;

Thence a distance of 207.46 feet along the arc of a 907.00 foot radius non-tangent curve right, said curve having a central angle of 13°06'20" and a long chord bearing N 29°48'39" E a distance of 207.01 feet to a 5/8 inch diameter rebar;

Thence N 36°21'49" E a distance of 64.00 feet to a 5/8 inch diameter rebar;

Thence S 54°02'14" E a distance of 1.73 feet to a 5/8 inch diameter rebar;

Thence N 38°27'29" E a distance of 120.46 feet to a 5/8 inch diameter rebar;

Thence S 51°32'31" E a distance of 94.00 feet to a 5/8 inch diameter rebar;

Thence S 55°36'52" E a distance of 1707.62 feet to a 5/8 inch diameter rebar;

Thence S 89°25'45" E a distance of 437.34 feet to a 5/8 inch diameter rebar on the easterly boundary of the SW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along said easterly boundary a distance of 367.50 feet to the **POINT OF BEGINNING**.

This parcel contains 23.01 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
Revised: February 24, 2017





City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
)
County of Ada)

I, PATAGONIA DEVELOPMENTLLC , PO Box 344
Name Address
MERIDIAN ID 83680
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my
permission to KENT BROWN 3161 E SPRINGWOOD DR MERIDIAN ID 83642
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any
claim or liability resulting from any dispute as to the statements contained herein or as to
the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose
of site inspections related to processing said application(s),

Dated this 9th day of August, 2019

[Signature]
Signature

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

[Signature]
Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: 11/30/2022



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=40 DAWN TRIVOLIS
SPINK BUTLER LLP

2016-106371
11/02/2016 02:26 PM
AMOUNT:\$127.00



00294069201601063710400408

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PATAGONIA SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATAGONIA SUBDIVISION is made effective as of the 2nd day of November, 2016, by Patagonia Development, LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

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EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B: COPY OF PHASE 1 PLAT

EXHIBIT C: LOT REQUIREMENTS

ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Patagonia Subdivision (“Declaration”) is the Property legally described in Exhibit A attached hereto and made a part hereof (the “Property”). Grantor intends to develop the Property in stages. The first phase of Patagonia Subdivision is hereby made subject to the terms of this Declaration, and is described as follows: Patagonia Subdivision No. 1, according to the plat thereof recorded on October 21, 2016, as Instrument No. 2016-101281, in Book 110 of Plats at Pages 15809 through 15811, official records of Ada County, Idaho, a copy of which is attached hereto as Exhibit B (the “Phase 1 Plat”). The Common Area lots in Phase 1 are as reflected on the Phase 1 Plat.

1.2 Residential Development. Patagonia Subdivision is a residential development, which Grantor currently intends to develop in phases. Certain portions of the Property may be developed for quality detached single-family residential homes. The Property may contain parcels of Common Area, including water, park, open space, and recreational and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively “Restrictions”) that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property’s value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor 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, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor’s successors in interest and each grantee or Owner and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner’s successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.2 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

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

3.4 "Association" shall mean the nonprofit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Patagonia Subdivision Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

3.5 "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.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.7 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.8 "Bylaws" shall mean the Bylaws of an Association.

3.9 "Common Area" shall mean any or all parcels of Patagonia Subdivision Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas.

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

3.11 **“Grantor”** shall mean Patagonia Development, LLC or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Patagonia Development, LLC, or its successor.

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

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

3.14 **“Member”** shall mean each person or entity holding a membership in the Association.

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

3.16 **“Person”** shall mean any individual, partnership, corporation or other legal entity.

3.17 **“Plat”** shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.18 **“Property”** shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein.

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

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

3.21 “Supplemental Declaration” shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.22 “Patagonia Subdivision” shall mean the Property.

3.23 “Patagonia Subdivision Common Area” shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Patagonia Subdivision and each Owner therein. Patagonia Subdivision Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Patagonia Subdivision Common Area may include easement and/or license rights.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved in advance.

4.1.5 Driveways. All access driveways shall have a wearing surface of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. All mailboxes will be of consistent design, material and coloration and shall be located at places designated by Grantor, U.S.P.S, or the Architectural Committee.

4.1.7 Fencing. All fencing shall be vinyl fence of taupe color. Fences adjacent to common areas may be black wrought iron or powder-coated chain link. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge, or boundary wall is situated. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street and shall be in compliance with applicable Kuna City ordinances. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the applicable Architectural Committee.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Exterior garage lighting shall be attached or operated by photo cell.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

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

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

4.3 No Further Subdivision. No Building Lot may be further subdivided.

4.4 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Patagonia Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee.

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

4.6 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 their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.7 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot.

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

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

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

4.11 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

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

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

4.14 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.15 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Patagonia Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.16 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Patagonia Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

4.17 Landscaping. The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) 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. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot but in all events shall be completed within 30 days of first occupancy. The initial landscaping shall include, as a minimum, sod in the front and rear yard, at least one two-inch (2") caliper tree in the front yard in addition to the street tree installed by Grantor between the sidewalk and the curb, three

(3) five-(5)-gallon plants and five (5) one-(1)-gallon shrubs in the front yard. The use of berms and sculptured planting areas are encouraged.

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

4.19 Water Rights Appurtenant to Subdivision Lands. Water shall be provided by the Kuna Municipal water system.

4.20 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.21 Roof Material. See Exhibit C.

ARTICLE V: PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of Patagonia Subdivision Homeowners Association. Patagonia Subdivision Homeowners Association, Inc. ("Association") shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

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

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

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

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

5.5 Power and Duties of the Association.

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

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration. An Association set-up fee of \$200.00 and a site clean-up fee of \$150.00 shall be charged upon the first closing of each Building Lot. The initial annual Regular Assessment shall be \$250.00 per year, which amount is subject to change by the Board of Directors of the Association.

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

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

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

Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

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

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

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

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

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, 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.

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

5.5.2.7 Operation and Maintenance of Patagonia Subdivision Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Patagonia Subdivision Common Area, including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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

5.5.2.9 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences and water amenities within and abutting Common Area. Maintain any water amenities constructed by Grantor or Association located in the associated easements in, over and through Building Lots as shown on the Plat.

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

5.5.2.11 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 Patagonia Subdivision Common Area, and to manage for the benefit of Patagonia Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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

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

5.5.2.12.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents

and employees of each of the foregoing against any liability incident to the ownership and/or use of Patagonia Subdivision Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.12.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

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

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

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

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

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

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

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

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

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

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

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1 Maintenance Manual. Operation and maintenance of the storm water facilities at Patagonia Subdivision shall be governed in accordance with a maintenance manual that may be modified from time to time at the direction of the Board of the Association.

6.2 ACHD Storm Water Drainage System. Lots 1, 8 through 11, and 18 in Block 1, Patagonia Subdivision No. 1, contain the Ada County Highway District (“ACHD”) storm water drainage system in Patagonia Subdivision. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full (“Master Easement”). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage, and is first approved in writing by the Architectural Committee and ACHD. 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 Architectural Committee and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

ARTICLE VII: RIGHTS TO COMMON AREAS

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

7.1.1 The right of the Association to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

7.1.5 The right of the Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

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

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Patagonia Subdivision Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment of the Patagonia Subdivision Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

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

ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. Pressurized irrigation will be provided to each home by the Kuna Municipal water system. Homeowners will be billed directly by the City for potable and irrigation water.

ARTICLE IX: ASSESSMENTS

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

9.1.1 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.

9.1.2 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 remains an Owner.

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

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

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Patagonia Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

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

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

9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the

portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

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

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

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

9.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building

Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens.

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

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

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

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

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

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

ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Patagonia Subdivision Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

12.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

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

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

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

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

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

12.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

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

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

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

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

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

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws,

the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

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

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this 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 act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including 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 Building Lot or Common Area.

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

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Patagonia Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the

easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

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

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

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

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

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

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

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2036, unless amended as herein provided. After December 31, 2036, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a portion of the Property may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such applicable portion of the Property.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, 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 Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or

written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

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

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

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person 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. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

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

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

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 Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

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

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

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

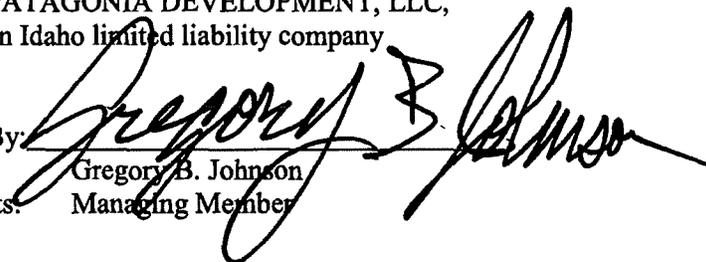
14.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

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

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

IN WITNESS WHEREOF, Grantor has set its hand this 2nd day of November, 2016.

PATAGONIA DEVELOPMENT, LLC,
an Idaho limited liability company

By: 
Its: Gregory B. Johnson
Managing Member

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

**Legal Description
Patagonia Property**

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of the SW ¼ of said Section 7 bears N 89°27'26" W a distance of 2557.55 feet;

Thence N 89°27'26" W along the southerly boundary of said SE ¼ of the SW ¼ a distance of 334.50 feet to a point;

Thence leaving said southerly boundary N 0°34'15" E a distance of 25.00 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°27'26" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼ of the SW ¼, a distance of 994.88 feet to a 5/8 inch diameter iron pin on the westerly boundary of said SE ¼ of the SW ¼;

Thence N 0°21'14" E along the westerly boundary of said SE ¼ of the SW ¼ and the westerly boundary of the NE ¼ of the SW ¼ a distance of 2630.96 feet to a 5/8 inch diameter iron pin on the northerly boundary of the S ½ of said Section 7;

Thence S 89°19'11" E along said northerly boundary of the S ½ of Section 7 a distance of 2660.99 feet to a 5/8 inch diameter iron pin marking the northeast corner of the NW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along the easterly boundary of said NW ¼ of the SE ¼ and the westerly boundary of the SW ¼ of the SE ¼ a distance of 2625.22 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SW ¼ of the SE ¼, a distance of 516.37 feet to a point on the centerline of Mason Creek;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point;

Thence leaving said centerline S 0°34'15" W a distance of 764.51 feet to the **POINT OF BEGINNING**.

This parcel contains 150.35 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 16, 2016



Patagonia Subdivision
Job No. 15-01

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PATAGONIA SUBDIVISION – EXHIBIT A

BOOK 10, PAGE 1234

PATAGONIA SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED HEREIN, AND WE HEREBY CERTIFY THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THE PATAGONIA SUBDIVISION NO. 1:

A PARCEL LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST, BK. CITY OF DENVER, CO. COUNTY, DENVER, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALABAMA CORNER MARKING THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SW 1/4, A BEARING OF 287°25'30" W, A DISTANCE OF 287.55 FEET;

THENCE IN 87°25'30" W ALONG THE SOUTHWEST BOUNDARY OF SAID SE 1/4 OF THE SW 1/4 A DISTANCE OF 324.50 FEET TO A POINT;

THENCE LEAVING SAID SOUTHWEST BOUNDARY IN 87°25'30" W A DISTANCE OF 24.50 FEET TO A 5/8 INCH DIAMETER BENCH PIN ON THE NORTHERN HIGH-OF-WAY OF E. HARRARD ROAD AND THE POINT OF BEGINNING;

THENCE IN 87°25'30" W ALONG SAID NORTHERN HIGH-OF-WAY, BEARING 24.50 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SAID SE 1/4 OF THE SW 1/4, A DISTANCE OF 94.50 FEET TO A 5/8 INCH DIAMETER BENCH PIN ON THE WESTERLY BOUNDARY OF SAID SE 1/4 OF THE SW 1/4;

THENCE IN 87°25'30" E ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 67.50 FEET TO A 5/8 INCH DIAMETER BENCH PIN;

THENCE LEAVING SAID WESTERLY BOUNDARY IN 87°25'30" E A DISTANCE OF 97.50 FEET TO A 5/8 INCH DIAMETER BENCH PIN;

THENCE IN 87°25'30" W A DISTANCE OF 62.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE CORNER IS 60.00 FEET.

ALL THE LOTS BY THIS SUBDIVISION WILL BE SUBJECT TO RECORDING SERVICE FROM THE CITY OF DENVER, THE CITY OF DENVER HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC UTILITIES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY REGULATION COMMISSION OF DENVER, COLORADO, HAS REVIEWED THIS PLAT AND HAS ISSUED A PUBLIC UTILITY REGULATION AND USES OF THESE EASEMENTS IN HERBY ASSIGNED FOR PUBLIC UTILITIES, SANITARY AND SEWERAGE LINES AS WELL AS EASEMENTS FOR WATER AND GAS LINES AND FOR ANY OTHER LINES AS MAY BE DEDICATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS THIS 6th DAY OF April, 2016.

Gregory B. Johnson
PRESIDENT AND MANAGING MEMBER OF PATAGONIA DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF DENVER
COUNTY OF ADA

ON THIS 23rd DAY OF July, 2017, I, CLAYTON W. WANKER, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF DENVER, PERSONALLY APPEARED BEFORE ME, JONATHAN A. JOHNSON, KNOWN OR ADMITTED TO ME TO BE THE PRESIDENT OF PATAGONIA DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, THE MANAGER OF PATAGONIA DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND I HAVE PERSONALLY KNOWN AND BEEN FAMILIAR WITH THE SIGNATURE OF OWNERS AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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



MY COMMISSION EXPIRES July 23, 2017
RECEIVED AT [Signature]
NOTARY PUBLIC FOR THE STATE OF DENVER

CERTIFICATE OF SURVEYOR

I, CLAYTON W. WANKER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF DENVER, AND I AM THE SURVEYOR OF RECORD IN THE CERTIFICATE OF OWNERS HEREIN DRAWN FROM THE PUBLIC RECORDS OF DENVER, COLORADO, AND I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF DENVER, AND IS IN CONFORMANCE WITH THE STATE OF DENVER CODE RELATING TO SURVEYS AND SURVEYORS.



CLAYTON W. WANKER
DENVER, CO 80202

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
DENVER, CO 80202
PHONE: 303.733.1234
WWW.LANDSOLUTIONS.CO

SHEET 2 OF 3

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PATAGONIA SUBDIVISION - EXHIBIT B

PATAGONIA SUBDIVISION NO. 1

BOOK 10, PAGE 1581

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS RECOMMENDED BY IDAHO CODE, TITLE 40, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 30-1304, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



Rain Padua RENS 4-20-16
DISTRICT HEALTH DEPARTMENT, DHS DATE

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK, IN AND FOR THE CITY OF RAIN, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON the 14th DAY OF Sept, 2016 THIS PLAT WAS REPLY ACCEPTED AND APPROVED.



Chris Engle
CITY CLERK OF RAIN CITY, IDAHO
ADA COUNTY

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF RAIN, ADA COUNTY, IDAHO, DO HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF RAIN HAVE BEEN SATISFIED.

Bradley King 7 Oct 2016
CITY ENGINEER - RAIN, IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 6 DAY OF July, 2016.



Paul White
PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



Joey Hastings 10-20-2016
ADA COUNTY SURVEYOR
PLS 5357

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FOR THE REQUIREMENTS OF I.C. 30-1304, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: 10/22/2016
By Deputy Treasurer
COUNTY TREASURER



CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } ss
COUNTY OF ADA } ss
INSTRUMENT NO. 2016-10261
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF
LAND SOLUTIONS, P.C., AT 10 MINUTES PAST 10 O'CLOCK AM ON
THE 22 DAY OF OCT, 2016, IN BOOK 10, OF PLATS AT PAGES 1581-1582 (1581)

Chris D. Ray
COUNTY RECORDER
FEE: \$16.00



LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MIDWATER, ID 83642
(208) 288-2040 Fax: (208) 288-2957
www.landsolutionsid.com

**EXHIBIT C
LOT REQUIREMENTS**

Patagonia
AC Guidelines

Description	Requirements
Minimum Square Footage	1200
Roofing Requirements	30-year architectural asphalt shingle, or as approved by AC
Roof Pitch	6/12 or better unless approved by AC
Siding	Stucco, Hardy Board, hardboard lap siding or similar. No vinyl siding
Sprinkler Systems	Full Sprinklers
Garage Features	2 car min. - 5 car max. - 3 bay openings max., or as approved by AC
Shops & Sheds	OK – AC Approval Only
Fencing	Vinyl (taupe), wrought iron (black), or powder coated chain link (black)
Front Brick, Stone, Masonry or Stucco	20% required or as approved by AC
Basketball Hoops	Detached only - allowed only with prior AC approval
Landscape Requirement	Entire yard to be landscaped within 30 days of first occupancy



**CENTRAL
DISTRICT
HEALTH
DEPARTMENT**

MAIN OFFICE • 707 N. ARMSTRONG PL. • BOISE, ID 83704-0825
PHONE (208) 375-5211 • FAX (208) 327-8500 • cdhd.idaho.gov

"Healthy People in Healthy Communities"

19-0648

August 7, 2019

Ada County Recorder
Attn: Phil McGrane
200 West Front Street
Boise, ID 83702

RECEIVED
AUG 09 2019
CITY OF KUNA

RE: Patagonia Subdivision No 5

Dear Mr. McGrane:

Central District Health Department has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given August 7, 2019.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Kuna and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, 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.

If you have any questions, please call 208-327-8517.

Sincerely,

Lori Badigian, R.E.H.S.
Senior Environmental Health Specialist

cc: Patagonia Development
Kent Brown
City of Kuna
Civil Innovations

LB:jm

SERVING ADA, BOISE, ELMORE AND VALLEY COUNTIES

Ada / Boise County Office
707 N. Armstrong Place • Boise, ID 83704
Phone: (208) 375-5211 • Fax: (208) 327-8500

Elmore County Office
520 E. 8th Street North • Mountain Home, ID 83647
Phone: (208) 587-4407 • Fax: (208) 587-3521

Valley County Office
703 1st Street • McCall, ID 83638
Phone: (208) 634-7194 • Fax: (208) 634-2174