

98091526
9.24.98

Hidden Springs RECORDED - REQUEST OF
SBA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

FEE *36.00* DEPUTY *Quakam*

1998 SP 24 PM *3:77*
HIDDEN SPRINGS, IDAHO 98091526
EST. 1997

Original Plat Supplement
to the
Master Declaration of
Covenants, Conditions
& Restrictions

for



TOWN FOUNDER
HIDDEN SPRINGS COMMUNITY L.L.C.

NOTICE TO POTENTIAL BUYERS AND OWNERS

THIS DOCUMENT AND THE OTHER COMMUNITY DOCUMENTS (DEFINED HEREIN) ARE VERY IMPORTANT LEGAL DOCUMENTS WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD READ AND UNDERSTAND. THE COMMUNITY DOCUMENTS DETAIL THE OBLIGATIONS AND RESPONSIBILITIES OF ALL HIDDEN SPRINGS PROPERTY OWNERS AND RESIDENTS.

THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY IS A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL RESIDENT AND OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY BEFORE ACQUIRING A LOT.

THE TOWN FOUNDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY TOWN FOUNDER. THE HIDDEN SPRINGS TOWN ASSOCIATION HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRE SIGNIFICANT EXPENDITURES BY THE TOWN ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE HIDDEN SPRINGS PROPERTY OWNERS ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS ORIGINAL PLAT SUPPLEMENT SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS ORIGINAL PLAT SUPPLEMENT AND THE OTHER COMMUNITY DOCUMENTS WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

TABLE OF CONTENTS

ARTICLE 1: RECITALS 1

 1.1 Supplement to Master Declaration 1

 1.2 Phase 1

 1.3 Purpose 1

ARTICLE 2: DECLARATION 1

ARTICLE 3: DESIGNATION OF COMMON AREA 2

 3.1 Common Areas 2

 3.2 Restricted Area and Maintenance Property 2

 3.3 Lot Type 2

ARTICLE 4: DEFINITIONS 2

ARTICLE 5: BLOCK 9 LOTS 2

ARTICLE 6: MAINTENANCE OF DRAINAGE FACILITIES 2

 6.1 Maintenance of the Drainage Facilities--Generally 2

 6.1.1 Maintenance of Ditches and Ponds 3

 6.1.2 Easement to Ada County Highway District for Subsurface Maintenance 3

 6.1.3 Town Association Failure to Maintain; ACHD Remedies .. 3

ARTICLE 7: LANDSCAPING OF PUBLIC RIGHT-OF-WAY 4

ARTICLE 8: FUTURE DEVELOPMENT 4

ARTICLE 9: EASEMENTS 4

 9.1 Access Easements 4

 9.2 Private Pedestrian Easements 5

ARTICLE 10: ACKNOWLEDGEMENTS 5

 10.1 Easements 5

 10.2 Maintenance of Right-of-Way 5

 10.3 Pedestrian Easements 5

ARTICLE 11: AMENDMENT 5

EXHIBIT A
DESIGNATION OF COMMON AREA 8

EXHIBIT B
LOT TYPE CHART 9

ORIGINAL PLAT SUPPLEMENT
TO THE
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIDDEN SPRINGS PLANNED RURAL COMMUNITY

THIS ORIGINAL PLAT SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN SPRINGS PLANNED RURAL COMMUNITY (hereinafter referred to as the "Original Plat Supplement") is made effective as of the 10th day of September, 1998, by Hidden Springs Community L.L.C., an Idaho limited liability company ("Town Founder" and "Class B Member").

ARTICLE 1: RECITALS

1.1 Supplement to Master Declaration. This Original Plat Supplement is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Hidden Springs Planned Rural Community recorded on the ~~24th~~ day of September, 1998, as Instrument No. ~~98091525~~, records of Ada County, Boise, Idaho, as amended from time to time (the "Master Declaration"). This Original Plat Supplement supplements the Master Declaration with respect to that certain real property (the "Original Plat Property"), shown on the Hidden Springs Subdivision -- Original Plat recorded on the ~~24th~~ day of September, 1998, as Instrument No. ~~98091527~~, records of Ada County, Boise, Idaho, as amended from time to time (the "Original Plat"). The covenants, conditions and restrictions contained in this Original Plat Supplement are in addition to the covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

1.2 Phase. The Original Plat Property is a Phase of the Hidden Springs Property.

1.3 Purpose. The purpose of this Original Plat Supplement is to subject the Original Plat Property to all of the terms, covenants, conditions, and restrictions of the Master Declaration, and to designate certain Common Area, Restricted Area, and Maintenance Property and to set forth other terms, covenants, conditions, restrictions and easements which are unique to the Original Plat Property.

ARTICLE 2: DECLARATION

Town Founder hereby declares that the Original Plat Property and each Lot, parcel or portion thereof is hereby made a part of the Hidden Springs Property as that term is defined in the Master Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the

covenants, conditions, easements, restrictions, and all provisions of the Master Declaration and this Original Plat Supplement.

ARTICLE 3: DESIGNATION OF COMMON AREA, RESTRICTED AREA AND MAINTENANCE PROPERTY AND LOT TYPE

3.1 Common Areas. The Lots described on Exhibit A, attached hereto and incorporated herein, are designated as Common Areas, to be maintained, improved, operated, repaired and replaced by the Town Association consistent with the Community Documents and this Original Plat Supplement.

3.2 Restricted Area and Maintenance Property. Restricted Area and Maintenance Property contained in this Phase, if any, shall be designated in a separate document executed and recorded by Town Founder in the records of Ada County, Boise, Idaho.

3.3 Lot Type. The Lots contained within the Original Plat Property shall have the Lot Type designation under the Hidden Springs Zoning Ordinance as described on Exhibit B attached hereto and incorporated herein.

ARTICLE 4: DEFINITIONS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE 5: BLOCK 9 LOTS

Lots 1 through 26, Block 9, of the Original Plat ("Block 9 Lots") are located within the Village Commercial Overlay. At the time Town Founder conveys a Block 9 Lot to an Owner, Town Founder, in Town Founder's sole discretion, will designate in the deed for such Block 9 Lot or in a document recorded contemporaneously with the deed, the percentage of a vote that an Owner of a Block 9 Lot will be entitled to vote in the Town Association (not to exceed one (1) vote per Block 9 Lot) and the number of residential dwellings, if any, that an Owner may construct on the Block 9 Lots conveyed. The Block 9 Lots may be subject to such other restrictions and limitations as Town Founder deems appropriate, in its sole discretion.

ARTICLE 6: MAINTENANCE OF DRAINAGE FACILITIES

6.1 Maintenance of the Drainage Facilities--Generally. Drainage facilities and improvements ("Drainage Facilities") have been constructed throughout the Original Plat Property as necessary to collect the surface water drainage. The location of the various Drainage Facilities are identified on the Original Plat. The Town Association shall be responsible for maintaining, operating, repairing and replacing the stormwater conveyance ditches, swales and detention ponds in the

Drainage Facilities ("Ditches and Ponds") according to the Operation and Maintenance Manual for Stormwater Conveyance, Ditches, Swales and Ponds at Hidden Springs Community dated May, 1998 ("Maintenance Manual"), as amended from time to time. The Original Plat Property contains certain Drainage Facilities and the Town Association shall maintain, improve, operate, repair and replace the Ditches and Ponds located within the Original Plat Property as provided in the Maintenance Manual and according to the following additional terms and conditions.

6.1.1 Maintenance of Ditches and Ponds. The Ada County Highway District ("ACHD") shall perform the "Subsurface Maintenance" of the Drainage Facilities and the Town Association hereby expressly agrees to allow ACHD to perform such Subsurface Maintenance on the Drainage Facilities. "Subsurface Maintenance" consists of periodically inspecting the subsurface Drainage Facilities to ensure that they are functioning properly and cleaning them when the sediment level exceeds the designated capacity. All other maintenance identified in the Maintenance Manual shall be referred to herein as "Ditch and Pond Maintenance."

6.1.2 Easement to Ada County Highway District for Subsurface Maintenance. ACHD has been dedicated certain drainage easements on the Original Plat ("Drainage Premises") for purposes of surface water drainage into the Drainage Facilities and for ingress and egress to the Drainage Facilities to perform the Subsurface Maintenance.

6.1.3 Town Association Failure to Maintain; ACHD Remedies. In the event the Town Association fails to maintain the Drainage Facilities pursuant to the Maintenance Manual ("Default"), and the Town Association has not cured or remedied the Default after thirty (30) days prior notice to the Town Association, then ACHD shall have the right to perform any appropriate maintenance necessary to cure the Default. ACHD is hereby granted an easement across the areas indicated on the Original Plat as necessary to cure or remedy a Default. The Town Association shall reimburse ACHD for the reasonable value of services rendered by ACHD within sixty (60) days of ACHD's submittal to the Town Association of a bill for services rendered in curing or remedying the Default and detailing the quantities, unit rates and expenses for each person or piece of equipment used to cure or remedy the Default. In the event the Town Association does not reimburse ACHD within the prescribed time frame, the claim for reimbursement shall be secured by a lien therefor which shall attach to all of the Lots within the Original Plat Supplement Property and improvements thereon effective upon recording of a notice thereof in the records of Ada County, Boise, Idaho. The Town Association and the Owners by accepting title to a Lot agree that all Owners of Lots within the Original Plat Supplement Property are beneficiaries of such maintenance.

The Town Association shall not be dissolved or relieved of its responsibility to maintain the Drainage Facilities without ACHD's prior written approval.

ARTICLE 7: LANDSCAPING OF PUBLIC RIGHT-OF-WAY

Throughout the Original Plat Property, rights-of-way have been dedicated to ACHD for roadway purposes. The right-of-way known as W. Hidden Springs Drive contains a planter strip of varying width between the curb and the sidewalk on either side of W. Hidden Springs Drive, and pursuant to that certain License Agreement (Right-of-Way Improvements) dated August 20, 1998, between ACHD and the Town Association, recorded on the 24th day of September, 1998, as Instrument No. 98091529, records of Ada County, Boise, Idaho ("License Agreement"), incorporated herein in its entirety by this reference, the Town Association shall maintain, improve, operate, plant, repair, replace, and irrigate landscaping in the planter strips in and along Hidden Springs Drive. Throughout the remainder of the Original Plat Property, the Owners of Lots adjacent to the ACHD rights-of-way shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD right-of-way bordering each Owner's Lot pursuant to the License Agreement and the Community Documents, at each Owner's sole cost and expense.

ARTICLE 8: FUTURE DEVELOPMENT

Lots 2, 3, 4, 21, 22, 24, 25, 26, 29, 34, 44, 52, 53, 55, 63, 84, and 86, Block 1, Lots 12, 13 and 14, Block 8, and Lots 1 and 2, Block 10, all of the Original Plat, may be subject to further subdivision, in the sole discretion of the Owner of such Lot, and upon the subdivision of such Lot(s), a Supplemental Declaration shall be filed in the records of Ada County, which shall govern the use thereof. Each Owner consents and agrees to such further subdivision of such Lots.

ARTICLE 9: EASEMENTS

9.1 Access Easements. Certain Lots or portions thereof as identified on the Original Plat are encumbered by private, non-exclusive access easements identified as "Common Driveway Easements" or "Access Easements" (collectively "Access Easement(s)") allowing vehicular and pedestrian ingress and egress to the benefitted Lot(s). The Owner(s) of such Lot(s) encumbered by the Access Easement(s) shall not maintain, improve, operate, repair or replace any Improvements on such Lot(s) or portions thereof which would prevent the Owner(s) of the benefitted Lot(s) from using the Access Easement(s) for the purposes identified on the Original Plat. Subject to receipt of the Town Design Review Board's approval, the Owner(s) of the benefitted Lot(s) shall be obligated to maintain, improve, operate, repair and replace ("Maintenance and Repair") an access made of concrete, asphalt or similar material ("Road") on the Access Easement(s) at its sole cost and expense. In the event more than one Owner is entitled to use an Access Easement, or the Owner of the burdened Lot desires to use the Road, all of the Owners utilizing the Access Easement shall be obligated on an equal basis for the cost and expense of the construction, maintenance, operation and repair of the Road. The Access Easement(s) shall not limit the Owner(s) of the encumbered Lot(s) from using the encumbered Lot(s) for any purpose

allowable under the Community Documents provided the same shall not unreasonably interfere with the Owner(s) of the benefitted Lot(s) use of the Access Easement(s) for the purposes identified on the Original Plat.

9.2 Private Pedestrian Easements. Town Founder hereby reserves to the Town Association and for the benefit of the Owners the exclusive right to use those portions of the Lots designated as "10' Private Pedestrian Easement(s)" on the Original Plat ("Private Pedestrian Easements") for pedestrian walkways and bicycle pathways. The Town Association shall also have the right to enter the Private Pedestrian Easement(s) for the purposes of constructing, maintaining, repairing and replacing a pathway or walkway on the Private Pedestrian Easements in a good quality and condition. No Owner shall install, construct or place any Improvements or landscaping of whatsoever type or kind in the Private Pedestrian Easements which shall interfere with utilization thereof as a pedestrian walkway and bicycle pathway.

ARTICLE 10: ACKNOWLEDGEMENTS

By accepting a deed to any Lot within the Original Plat Property, each Owner acknowledges the following:

10.1 Easements. Without limiting the covenants, conditions and restrictions on the use and maintenance of the Drainage Facilities, Drainage Premises and Access Easements, each Owner acknowledges that the Original Plat Property, and all portions thereof, shall be subject to all of the easements indicated on the Original Plat, and created by the Master Declaration, without limitation, as supplemented and amended from time to time.

10.2 Maintenance of Right-of-Way. Each Owner shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot, at such Owner's sole cost and expense, exclusive of W. Hidden Springs Drive.

10.3 Pedestrian Easements. Certain Lots on the Original Plat are encumbered by "20' Pedestrian Easements", and the use, improvement, maintenance, operation, repair and replacement of such easements shall be in accordance with the terms and conditions of the Pedestrian Easement Agreement between the Town Founder and the Town Association, recorded on the 8th day of September, 1998, as Instrument No. 98086420, records of Ada County, Boise, Idaho.

ARTICLE 11: AMENDMENT

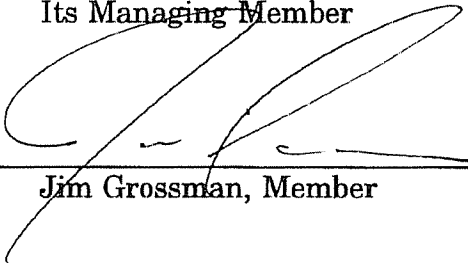
Notwithstanding Section 7.6 of the Master Declaration, until the recordation of the first deed to a Lot within the Original Plat Property, the provisions of this Original Plat Supplement may be amended, modified, clarified, supplemented, added to or terminated (collectively "amendment") by Town Founder by recordation of a

written instrument setting forth such amendment. Thereafter, this Original Plat Supplement may only be amended pursuant to Section 7.6 of the Master Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed this Original Plat Supplement effective the 10th day of September, 1998.

Hidden Springs Community L.L.C., an Idaho limited liability company

By: Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, Its Managing Member

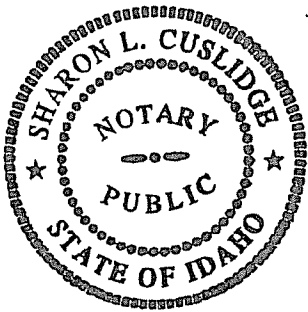
By: 

Jim Grossman, Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of September, 1998, before me, a Notary Public in and for said State, personally appeared Jim Grossman, known or identified to me to be the Member of Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, the Managing Member of Hidden Springs Community L.L.C., an Idaho limited liability company, and the Member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said limited liability company name in its capacity as Managing Member.

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



Sharon L. Cuslidge
Notary Public for Idaho
Residing at: Boise
My commission expires: 1/27/2001

**EXHIBIT A
ORIGINAL PLAT SUPPLEMENT**

DESIGNATION OF COMMON AREA			
Lot/Block	Designation	Use ⁽¹⁾	Subject to Conservation Easement ⁽²⁾
Lot 1, Block 1	Common	Village Green	✓
Lot 32 and Lot 59, Block 1	Common	Private Street	
Lot 83, Block 1	Common	Andy's Gulch Pathway and Drainage Facilities	✓
Lot 5, Block 2	Common	Tot lot	✓
Lot 5, Block 8	Common	Pathway	✓
Lot 8, Block 4	Common	Tot lot	✓
Lot 1, Block 13	Common	Landscape Circle	✓
Lot 1, Block 14	Common	Landscape Circle	✓

⁽¹⁾ For general description purposes only. Not a limitation on use.

⁽²⁾ Note that other Lots within the Original Plat Property are subject to the Conservation Easement as shown on the Original Plat, as amended from time to time.

EXHIBIT B
ORIGINAL PLAT SUPPLEMENT
HIDDEN SPRINGS SUBDIVISION
LOT TYPE CHART

BLOCK	LOT(s)	LOT TYPE (1)	OVERLAY (2)
1	1	Open Space & Parks	
1	2	Open Space & Parks	Village Commercial
1	3-8	Village	Village Commercial
1	9-20	Village	
1	21, 22	Rural	Agricultural Commercial
1	23	Open Space & Parks	
1	24	Village	Village Commercial, Agricultural Commercial
1	25	Village	Village Commercial, Agricultural Commercial, Employment Center
1	26	Open Space & Parks	Village Commercial
1	27,28	Village	Village Commercial
1	29-31	Village	
1	32	Open Space & Parks	
1	33-41	Village	
1	42-44	Large	
1	45-48	Village	
1	49-55	Large	
1	56-58	Village	
1	59	Open Space & Parks	
1	60-63	Village	
1	64-73	Regular	
1	74-82	Large	
1	83-85	Open Space & Parks	
1	86	Village	
2	1-4	Village	
2	5	Open Space & Parks	
2	6-10	Village	
3	1, 2	Village	
4	1-7	Village	
4	8	Open Space & Parks	
5	1-9	Village	
6	1-11	Village	
7	1-7	Village	
8	1-4	Village	
8	5	Open Space & Parks	
8	6-11	Village	
8	12	Community Center/School	Agricultural Commercial
8	13,14	Community Center/School	
9	1-26	Town Homes	Village Commercial
10	1, 2	Village	Village Commercial
10	3-7	Village	
11	1-3	Village	
12	1-7	Village	Village Commercial
13	1	Open Space & Parks	
14	1	Open Space & Parks	

(1) Indicates Lot Type designation per Hidden Springs Zoning Ordinance, Section 8-21A-5.
(2) Indicates Overlay District applicable to Lot per Hidden Springs Zoning Ordinance, Section 8-21A-5.

100021094

3-21-00

HIDDEN SPRINGS, IDAHO
EST. 1937

1st Addition
Plat Supplement to the
Master Declaration of Covenants,
Conditions & Restrictions

for



TOWN FOUNDER

HIDDEN SPRINGS COMMUNITY L.L.C.

Hidden Springs
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEB 23 2000 DEPUTY *[Signature]*

2000 MR 21 PM 4:26

100021094

NOTICE TO POTENTIAL BUYERS AND OWNERS

THIS DOCUMENT AND THE OTHER COMMUNITY DOCUMENTS ARE VERY IMPORTANT LEGAL DOCUMENTS WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD READ AND UNDERSTAND. THE COMMUNITY DOCUMENTS DETAIL THE OBLIGATIONS AND RESPONSIBILITIES OF ALL HIDDEN SPRINGS PROPERTY OWNERS AND RESIDENTS.

THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY IS A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL RESIDENT AND OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY BEFORE ACQUIRING A LOT.

THE TOWN FOUNDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION **NOT** SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY TOWN FOUNDER. THE HIDDEN SPRINGS TOWN ASSOCIATION HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRE SIGNIFICANT EXPENDITURES BY THE TOWN ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE HIDDEN SPRINGS PROPERTY OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS ORIGINAL PLAT SUPPLEMENT SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS ORIGINAL PLAT SUPPLEMENT AND THE OTHER COMMUNITY DOCUMENTS WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

TABLE OF CONTENTS

ARTICLE 1: RECITALS 1

 1.1 Supplement to Master Declaration 1

 1.2 Phase 1

 1.3 Purpose 1

ARTICLE 2: DECLARATION 1

ARTICLE 3: DESIGNATION OF COMMON AREA 2

 3.1 Common Areas 2

 3.2 Restricted Area and Maintenance Property 2

 3.3 Lot Type 2

ARTICLE 4: DEFINITIONS 2

ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES 2

 5.1 Maintenance of the Drainage Facilities--Generally 2

 5.1.1 Maintenance of Ditches and Ponds 2

 5.1.2 Easement to Ada County Highway District for Subsurface Maintenance
 2

 5.1.3 Town Association Failure to Maintain; ACHD Remedies 3

ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY 3

ARTICLE 7: FUTURE DEVELOPMENT 3

ARTICLE 8: ACKNOWLEDGMENTS 4

 8.1 Easements 4

 8.2 Maintenance of Right-of-Way 4

ARTICLE 9: AMENDMENT 4

EXHIBIT A

 1st ADDITION PLAT SUPPLEMENT 7

EXHIBIT B

 LOT TYPE CHART- 1st ADDITION SUPPLEMENT 8

1st ADDITION PLAT SUPPLEMENT
TO THE
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIDDEN SPRINGS PLANNED RURAL COMMUNITY

THIS 1st ADDITION PLAT SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN SPRINGS PLANNED RURAL COMMUNITY (hereinafter referred to as the "1st Addition Plat Supplement") is made effective as of the 1st day of ~~March~~^{FEBRUARY}, 2000, by Hidden Springs Community L.L.C., an Idaho limited liability company ("Town Founder" and "Class B Member").

ARTICLE 1: RECITALS

1.1 Supplement to Master Declaration. This 1st Addition Plat Supplement is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Hidden Springs Planned Rural Community recorded on the 24th day of September, 1998, as Instrument No. 98091525, records of Ada County, Boise, Idaho, as amended from time to time (the "Master Declaration"). This 1st Addition Plat Supplement supplements the Master Declaration with respect to that certain real property (the "1st Addition Plat Property"), shown on the Hidden Springs Subdivision -- 1st Addition Plat recorded on the 14th day of February, 2000, as Instrument No. 100011071, records of Ada County, Boise, Idaho, as amended from time to time (the "1st Addition Plat"). The covenants, conditions and restrictions contained in this 1st Addition Plat Supplement are in addition to the covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

1.2 Phase. The 1st Addition Plat Property is a Phase of the Hidden Springs Property.

1.3 Purpose. The purpose of this 1st Addition Plat Supplement is to subject the 1st Addition Plat Property to all of the terms, covenants, conditions, and restrictions of the Master Declaration, and to designate certain Common Area, and to set forth other terms, covenants, conditions, restrictions and easements which are unique to the 1st Addition Plat Property.

ARTICLE 2: DECLARATION

Town Founder hereby declares that the 1st Addition Plat Property and each Lot, parcel or portion thereof is hereby made a part of the Hidden Springs Property as that term is defined in the Master Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions, and all provisions of the Master Declaration and this 1st Addition Plat Supplement.

ARTICLE 3: DESIGNATION OF COMMON AREA, RESTRICTED AREA AND MAINTENANCE PROPERTY AND LOT TYPE

3.1 Common Areas. The Lots described on Exhibit A, attached hereto and incorporated herein, are designated as Common Areas, to be maintained, improved, operated, repaired and replaced by the Town Association consistent with the Community Documents and this 1st Addition Plat Supplement.

3.2 Restricted Area and Maintenance Property. Restricted Area and Maintenance Property contained in this Phase, if any, shall be designated in a separate document executed and recorded by Town Founder in the records of Ada County, Boise, Idaho.

3.3 Lot Type. The Lots contained within the 1st Addition Plat Property shall have the Lot Type designation under the Hidden Springs Zoning Ordinance as described on Exhibit B attached hereto and incorporated herein.

ARTICLE 4: DEFINITIONS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES

5.1 Maintenance of the Drainage Facilities--Generally. Drainage facilities and improvements ("Drainage Facilities") have been constructed throughout the 1st Addition Plat Property as necessary to collect the surface water drainage. The location of the various Drainage Facilities are identified on the 1st Addition Plat. The Town Association shall be responsible for, and shall, maintain, operate, repair and replace the stormwater conveyance ditches, swales and detention ponds in the Drainage Facilities ("Ditches and Ponds") and periodically check the drop inlets and storm drains in the Drainage Facilities according to the Operation and Maintenance Manual for Stormwater Facilities at Hidden Springs Planned Rural Community, dated December 1, 1999 ("Maintenance Manual"), as amended from time to time, and the following additional terms and conditions.

5.1.1 Maintenance of Ditches and Ponds. The Ada County Highway District ("ACHD") shall perform the "heavy maintenance" of the Drainage Facilities as provided and defined in the Maintenance Manual ("Heavy Maintenance") and the Town Association hereby expressly agrees to allow ACHD to perform such Heavy Maintenance on the Drainage Facilities. "Heavy Maintenance" consists of cleaning the subsurface Drainage Facilities when the sediment level exceeds the designated capacity. All other maintenance identified in the Maintenance Manual, including the Town Association's responsibility to perform certain Heavy Maintenance of the Drainage Facilities, shall be referred to herein as "Ditch and Pond Maintenance," and shall be performed by the Town Association.

5.1.2 Easement to Ada County Highway District for Subsurface Maintenance. ACHD has been dedicated certain drainage easements on the 1st Addition Plat ("Drainage Premises")

for purposes of surface water drainage into the Drainage Facilities and for ingress and egress to the Drainage Facilities to perform the Heavy Maintenance referenced in Section 5.1.1. Each Owner acknowledges that such Owner will not take any action inconsistent with ACHD's rights to the use the Drainage Premises.

5.1.3 Town Association Failure to Maintain; ACHD Remedies. In the event the Town Association fails to maintain the Drainage Facilities pursuant to the Maintenance Manual ("Default"), and the Town Association has not cured or remedied the Default after thirty (30) days prior notice to the Town Association, then ACHD shall have the right to perform any appropriate maintenance necessary to cure the Default. ACHD is hereby granted an access easement across the areas indicated on the 1st Addition Plat as necessary to cure or remedy a Default. The Town Association shall reimburse ACHD for the reasonable value of services rendered by ACHD within sixty (60) days of ACHD's submittal to the Town Association of a bill for services rendered in curing or remedying the Default and detailing the quantities, unit rates and expenses for each person or piece of equipment used to cure or remedy the Default. In the event the Town Association does not reimburse ACHD within the prescribed time frame, the claim for reimbursement shall be secured by a lien therefor which shall attach to all of the Lots within the 1st Addition Plat Supplement Property and improvements thereon effective upon recording of a notice thereof in the records of Ada County, Boise, Idaho. The Town Association and the Owners by accepting title to a Lot agree that all Owners of Lots within the 1st Addition Plat Supplement Property are beneficiaries of such maintenance.

The Town Association shall not be dissolved or relieved of its responsibility to maintain the Drainage Facilities without ACHD's prior written approval.

ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY

Throughout the 1st Addition Plat Property, rights-of-way have been dedicated to ACHD for roadway purposes. The Owners of Lots adjacent to the ACHD rights-of-way shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD right-of-way bordering each Owner's Lot pursuant to that certain License Agreement (Right-of-Way Improvements) dated August 20, 1998, between ACHD and the Town Association, recorded on the 24th day of September, 1998, as Instrument No. 98091529, records of Ada County, Boise, Idaho, as amended from time to time, ("License Agreement"), incorporated herein in its entirety by this reference and the Community Documents, at each Owner's sole cost and expense.

Certain portions of the ACHD rights-of-way in the 1st Addition Property are located adjacent to common areas or other property not currently contained within a Phase, and the Town Association shall maintain, improve, repair and replace the planter strips and sidewalks, and irrigate and plant the planter strips within those ACHD rights-of-way pursuant to the License Agreement.

ARTICLE 7: FUTURE DEVELOPMENT

Lots 87, 88, 90, 165 through 167, Block 1, Lots 1 through 3, Block 15, and Lot 2, Block 18, all of the 1st Addition Plat, may be subject to further subdivision, in the sole discretion of the Owner

of such Lot, and upon the subdivision of such Lot(s), a Supplemental Declaration shall be filed in the records of Ada County, which shall govern the use thereof. Each Owner consents and agrees to such further subdivision of such Lots.

ARTICLE 8: ACKNOWLEDGMENTS

By accepting a deed to any Lot within the 1st Addition Plat Property, each Owner acknowledges the following:

8.1 Easements. Without limiting the covenants, conditions and restrictions on the use and maintenance of the Drainage Facilities and the Drainage Premises, each Owner acknowledges that the 1st Addition Plat Property, and all portions thereof, shall be subject to all of the easements indicated on the 1st Addition Plat, and created by the Master Declaration, without limitation, as supplemented and amended from time to time.

8.2 Maintenance of Right-of-Way. Each Owner shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot, at such Owner's sole cost and expense.

ARTICLE 9: AMENDMENT

Notwithstanding Section 7.6 of the Master Declaration, until the recordation of the first deed to a Lot within the 1st Addition Plat Property, the provisions of this 1st Addition Plat Supplement may be amended, modified, clarified, supplemented, added to or terminated (collectively "amendment") by Town Founder by recordation of a written instrument setting forth such amendment. Thereafter, this 1st Addition Plat Supplement may only be amended pursuant to Section 7.6 of the Master Declaration.

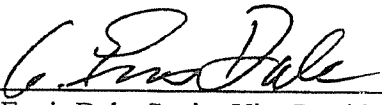
IN WITNESS WHEREOF, the undersigned has duly executed this 1st Addition Plat Supplement effective the 14th day of ~~March~~ ^{February}, 2000.

Hidden Springs Community L.L.C., an Idaho limited liability company

By: Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, Its Managing Member

By: Southwest Associates Investments, L.L.C., a Delaware limited liability company and successor by merger to Southwest Associates, an Illinois general partnership, its Manager

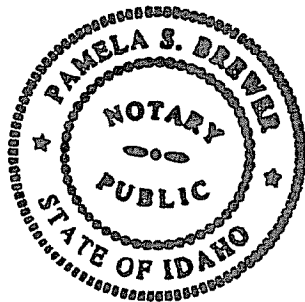
By: Huli Management, Inc., a Delaware corporation, its Manager

By: 
A. Ennis Dale, Senior Vice President

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of March, 2000, before me, a Notary Public in and for said State, personally appeared A. Ennis Dale, known or identified to me to be the Senior Vice President of Huli Management, Inc., which is the Manager of Southwest Associates Investments, L.L.C., a Delaware limited liability company, which is the Manager of Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, which is the Managing Member of Hidden Springs Community L.L.C., an Idaho limited liability company, who caused Huli Management, Inc., as the Manager of Southwest Associates Investments, L.L.C., a Delaware limited liability company, which is the Manager of Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, which is the Managing Member of Hidden Springs Community L.L.C., an Idaho limited liability company, to execute the foregoing instrument, and acknowledged to me that such corporation executed the same in the name of Hidden Springs Community L.L.C., an Idaho limited liability company.

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



Pamela S Brewer
Notary Public for Idaho
Residing at: BOISE, ID
My commission expires: 10 | 31 | 2002

EXHIBIT A
1st ADDITION PLAT SUPPLEMENT

DESIGNATION OF COMMON AREA			
Lot/Block	Designation	Use ⁽¹⁾	Subject to Conservation Easement
Lot 89, Block 1	Common	Open Space/Drainage Facilities	✓
Lot 1, Block 16	Common	Tot lot	
Lot 1, Block 18	Common	Tot Lot	
Lot 1, Block 19	Common	Landscape Circle/Drainage Facilities	
Lot 1, Block 20	Common	Landscape Circle	
Lot 1, Block 21	Common	Landscape Circle	

⁽¹⁾ For general description purposes only. Not a limitation on use.

EXHIBIT B
LOT TYPE CHART- 1st ADDITION SUPPLEMENT

LOT(S)	BLOCK	LOT TYPE (1)
87	1	Large
88	1	Village
89	1	Open Space & Parks
90-140	1	Village
141-144	1	Village
145-167	1	Townhouse
1-22	15	Townhouse
1	16	Open Space & Parks
2-8	16	Village
1-8	17	Village
10-13	17	Village
1	18	Open Space & Parks
2-16	18	Village
1	19	Open Space & Parks
1	20	Open Space & Parks
1	21	Open Space & Parks

HIDDEN SPRINGS, IDAHO
EST. 1897

2nd Addition
Plat Supplement to the
Master Declaration of Covenants,
Conditions & Restrictions

for



TOWN FOUNDER

HIDDEN SPRINGS COMMUNITY L.L.C.

Givens Purdy

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED-REQUEST OF

FEE *330* DEPUTY *[Signature]*

2000 HR 21 PM 4:26

100021093

NOTICE TO POTENTIAL BUYERS AND OWNERS

THIS DOCUMENT AND THE OTHER COMMUNITY DOCUMENTS ARE VERY IMPORTANT LEGAL DOCUMENTS WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD READ AND UNDERSTAND. THE COMMUNITY DOCUMENTS DETAIL THE OBLIGATIONS AND RESPONSIBILITIES OF ALL HIDDEN SPRINGS PROPERTY OWNERS AND RESIDENTS.

THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY IS A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL RESIDENT AND OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY BEFORE ACQUIRING A LOT.

THE TOWN FOUNDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION **NOT** SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY TOWN FOUNDER. THE HIDDEN SPRINGS TOWN ASSOCIATION HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRE SIGNIFICANT EXPENDITURES BY THE TOWN ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE HIDDEN SPRINGS PROPERTY OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS ORIGINAL PLAT SUPPLEMENT SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS ORIGINAL PLAT SUPPLEMENT AND THE OTHER COMMUNITY DOCUMENTS WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

TABLE OF CONTENTS

ARTICLE 1: RECITALS 1
 1.1 Supplement to Master Declaration 1
 1.2 Phase 1
 1.3 Purpose 1

ARTICLE 2: DECLARATION 1

ARTICLE 3: DESIGNATION OF COMMON AREA 2
 3.1 Common Areas 2
 3.2 Restricted Area and Maintenance Property 2
 3.3 Lot Type 2

ARTICLE 4: DEFINITIONS 2

ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES 2
 5.1 Maintenance of the Drainage Facilities--Generally 2
 5.1.1 Maintenance of Ditches and Ponds 2
 5.1.2 Easement to Ada County Highway District for Subsurface Maintenance
 2
 5.1.3 Town Association Failure to Maintain; ACHD Remedies 3

ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY 3

ARTICLE 7: FUTURE DEVELOPMENT 4

ARTICLE 8: ACCESS EASEMENTS 4

ARTICLE 9: ACKNOWLEDGMENTS 4
 9.1 Easements 4
 9.2 Maintenance of Right-of-Way 4
 9.3 Wetlands 5

ARTICLE 10: AMENDMENT 5

EXHIBIT A
 DESIGNATION OF COMMON AREA 7

EXHIBIT B
 LOT TYPE CHART- 2nd ADDITION SUPPLEMENT 8

2nd ADDITION PLAT SUPPLEMENT
TO THE
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIDDEN SPRINGS PLANNED RURAL COMMUNITY

THIS 2nd ADDITION PLAT SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN SPRINGS PLANNED RURAL COMMUNITY (hereinafter referred to as the "2nd Addition Plat Supplement") is made effective as of the ~~14th~~^{14th} day of ~~March~~^{FEBRUARY}, 2000, by Hidden Springs Community L.L.C., an Idaho limited liability company ("Town Founder" and "Class B Member").

ARTICLE 1: RECITALS

1.1 Supplement to Master Declaration. This 2nd Addition Plat Supplement is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Hidden Springs Planned Rural Community recorded on the 24th day of September, 1998, as Instrument No. 98091525, records of Ada County, Boise, Idaho, as amended from time to time (the "Master Declaration"). This 2nd Addition Plat Supplement supplements the Master Declaration with respect to that certain real property (the "2nd Addition Plat Property"), shown on the Hidden Springs Subdivision -- 2nd Addition Plat recorded on the 14th day of February, 2000, as Instrument No. 100011073, records of Ada County, Boise, Idaho, as amended from time to time (the "2nd Addition Plat"). The covenants, conditions and restrictions contained in this 2nd Addition Plat Supplement are in addition to the covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

1.2 Phase. The 2nd Addition Plat Property is a Phase of the Hidden Springs Property.

1.3 Purpose. The purpose of this 2nd Addition Plat Supplement is to subject the 2nd Addition Plat Property to all of the terms, covenants, conditions, and restrictions of the Master Declaration, and to designate certain Common Area and to set forth other terms, covenants, conditions, restrictions and easements which are unique to the 2nd Addition Plat Property.

ARTICLE 2: DECLARATION

Town Founder hereby declares that the 2nd Addition Plat Property and each Lot, parcel or portion thereof is hereby made a part of the Hidden Springs Property as that term is defined in the Master Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions, and all provisions of the Master Declaration and this 2nd Addition Plat Supplement.

ARTICLE 3: DESIGNATION OF COMMON AREA, RESTRICTED AREA AND MAINTENANCE PROPERTY AND LOT TYPE

3.1 Common Areas. The Lots described on Exhibit A, attached hereto and incorporated herein, are designated as Common Areas, to be maintained, improved, operated, repaired and replaced by the Town Association consistent with the Community Documents and this 2nd Addition Plat Supplement.

3.2 Restricted Area and Maintenance Property. Restricted Area and Maintenance Property contained in this Phase, if any, shall be designated in a separate document executed and recorded by Town Founder in the records of Ada County, Boise, Idaho.

3.3 Lot Type. The Lots contained within the 2nd Addition Plat Property shall have the Lot Type designation under the Hidden Springs Zoning Ordinance as described on Exhibit B attached hereto and incorporated herein.

ARTICLE 4: DEFINITIONS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES

5.1 Maintenance of the Drainage Facilities--Generally. Drainage facilities and improvements ("Drainage Facilities") have been constructed throughout the 2nd Addition Plat Property as necessary to collect the surface water drainage. The location of the various Drainage Facilities are identified on the 2nd Addition Plat. The Town Association shall be responsible for, and shall, maintain, operate, repair and replace the stormwater conveyance ditches, swales and detention ponds in the Drainage Facilities ("Ditches and Ponds") and periodically check the drop inlets and storm drains in the Drainage Facilities according to the Operation and Maintenance Manual for Stormwater Facilities at Hidden Springs Planned Rural Community, dated December 1, 1999 ("Maintenance Manual"), as amended from time to time, and the following additional terms and conditions.

5.1.1 Maintenance of Ditches and Ponds. The Ada County Highway District ("ACHD") shall perform the "heavy maintenance" of the Drainage Facilities as provided and defined in the Maintenance Manual ("Heavy Maintenance") and the Town Association hereby expressly agrees to allow ACHD to perform such Heavy Maintenance on the Drainage Facilities. "Heavy Maintenance" consists of cleaning the subsurface Drainage Facilities when the sediment level exceeds the designated capacity. All other maintenance identified in the Maintenance Manual, including the Town Association's responsibility to perform certain Heavy Maintenance of the Drainage Facilities, shall be referred to herein as "Ditch and Pond Maintenance," and shall be performed by the Town Association.

5.1.2 Easement to Ada County Highway District for Subsurface Maintenance. ACHD has been dedicated certain drainage easements on the 2nd Addition Plat ("Drainage Premises")

for purposes of surface water drainage into the Drainage Facilities and for ingress and egress to the Drainage Facilities to perform the Heavy Maintenance referenced in Section 5.1.1. Each Owner acknowledges that such Owner will not take any action inconsistent with ACHD's exercise of its rights to use the Drainage Premises pursuant to this Section.

5.1.3 Town Association Failure to Maintain; ACHD Remedies. In the event the Town Association fails to maintain the Drainage Facilities pursuant to the Maintenance Manual ("Default"), and the Town Association has not cured or remedied the Default after thirty (30) days prior notice to the Town Association, then ACHD shall have the right to perform any appropriate maintenance necessary to cure the Default. ACHD is hereby granted an access easement across the areas indicated on the 2nd Addition Plat as necessary to cure or remedy a Default. The Town Association shall reimburse ACHD for the reasonable value of services rendered by ACHD within sixty (60) days of ACHD's submittal to the Town Association of a bill for services rendered in curing or remedying the Default and detailing the quantities, unit rates and expenses for each person or piece of equipment used to cure or remedy the Default. In the event the Town Association does not reimburse ACHD within the prescribed time frame, the claim for reimbursement shall be secured by a lien therefor which shall attach to all of the Lots within the 2nd Addition Plat Supplement Property and improvements thereon effective upon recording of a notice thereof in the records of Ada County, Boise, Idaho. The Town Association and the Owners by accepting title to a Lot agree that all Owners of Lots within the 2nd Addition Plat Supplement Property are beneficiaries of such maintenance.

The Town Association shall not be dissolved or relieved of its responsibility to maintain the Drainage Facilities without ACHD's prior written approval.

ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY

Throughout the 2nd Addition Plat Property, rights-of-way have been dedicated to ACHD for roadway purposes. The right-of-way known as W. Hidden Springs Drive contains a planter strip of varying width between the curb and the sidewalk on either side of W. Hidden Springs Drive, and pursuant to that certain License Agreement (Right-of-Way Improvements) dated August 20, 1998, between ACHD and the Town Association, recorded on the 24th day of September, 1998, as Instrument No. 98091529, records of Ada County, Boise, Idaho, as amended from time to time ("License Agreement"), incorporated herein in its entirety by this reference, the Town Association shall maintain, improve, operate, plant, repair, replace, and irrigate landscaping in the planter strips in and along W. Hidden Springs Drive.

The Owners of Lots adjacent to the ACHD rights-of-way shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot pursuant to the License Agreement and the Community Documents, at each Owner's sole cost and expense.

Certain portions of the ACHD right-of-way are located adjacent to common areas or other property not currently contained within a Phase and the Town Association shall maintain, improve, repair and replace, and irrigate the landscaping in those planter strips pursuant to the License Agreement.

ARTICLE 7: FUTURE DEVELOPMENT

Lots 1 and 10, Block 23, of the 2nd Addition Plat, may be subject to further subdivision, in the sole discretion of the Owner of such Lot, and upon the subdivision of such Lot(s), a Supplemental Declaration shall be filed in the records of Ada County, which shall govern the use thereof. Each Owner consents and agrees to such further subdivision of such Lots.

ARTICLE 8: ACCESS EASEMENTS

Certain Lots or portions thereof as identified on the 2nd Addition Plat are encumbered by private, non-exclusive reciprocal cross access easements identified as "Common Driveway Easements" ("Driveway Easement(s)") allowing vehicular and pedestrian ingress and egress to the affected Lots. The Owners of the Lots containing the Driveway Easements are prohibited from installing Improvements for or otherwise taking vehicular access from their respective Lots except through the Driveway Easements. Subject to receipt of the Town Design Review Board's approval, the Owners of the affected Lots shall be jointly obligated to maintain, improve, operate, repair and replace ("Maintenance and Repair") an access made of concrete, asphalt or similar material ("Road") on the Driveway Easement at their joint cost and expense. Each Owner of a Lot encumbered by a portion of a Driveway Easement shall not maintain, improve, operate, repair or replace any Improvements on such portions of the Owner's Lot which would prevent the Maintenance and Repair of the Road and the use thereof by the Owner benefitted thereby. The Driveway Easements shall not limit the Owner of an encumbered Lot from using the encumbered Lot for any purpose allowable under the Community Documents provided the same shall not unreasonably interfere with the use of the Driveway Easement(s) for the purposes identified on the 2nd Addition Plat and in this 2nd Addition Plat Supplement. Notwithstanding the foregoing, each Owner using a Driveway Easement ("Benefitted Owner") agrees to indemnify and save the other Owner entitled to use such Driveway Easement, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expenses which may be incurred as a result of any act or omission of the Benefitted Owner's use of the Driveway Easement pursuant to this 2nd Addition Supplement Plat.

ARTICLE 9: ACKNOWLEDGMENTS

By accepting a deed to any Lot within the 2nd Addition Plat Property, each Owner acknowledges the following:

9.1 Easements. Without limiting the covenants, conditions and restrictions on the use and maintenance of the Drainage Facilities, Drainage Premises and Driveway Easements, each Owner acknowledges that the 2nd Addition Plat Property, and all portions thereof, shall be subject to all of the easements indicated on the 2nd Addition Plat, and created by the Master Declaration, without limitation, as supplemented and amended from time to time.

9.2 Maintenance of Right-of-Way. Each Owner shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot, at such Owner's sole cost and expense, exclusive of W. Hidden Springs Drive.

9.3 Wetlands. Lot 5, Block 23 ("Lot 5"), of the 2nd Addition Plat contains portions of wetlands regulated under federal law by the U.S. Army Corps of Engineers, and the Owner of Lot 5 may only construct Improvements within the Lot 5 Building Envelope as shown on the 2nd Addition Plat. In all events, the Owner of Lot 5 agrees not to take any actions or make any alterations, including the construction of Improvements, on Lot 5 that would violate any federal or state laws, rules or regulations applicable to the regulation of the wetlands contained therein.

ARTICLE 10: AMENDMENT

Notwithstanding Section 7.6 of the Master Declaration, until the recordation of the first deed to a Lot within the 2nd Addition Plat Property, the provisions of this 2nd Addition Plat Supplement may be amended, modified, clarified, supplemented, added to or terminated (collectively "amendment") by Town Founder by recordation of a written instrument setting forth such amendment. Thereafter, this 2nd Addition Plat Supplement may only be amended pursuant to Section 7.6 of the Master Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed this 2nd Addition Plat Supplement effective the 14th day of ~~March~~ ^{FEBRUARY}, 2000.

Hidden Springs Community L.L.C., an Idaho limited liability company

By: Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, Its Managing Member

By: Southwest Associates Investments, L.L.C., a Delaware limited liability company and successor by merger to Southwest Associates, an Illinois general partnership, its Manager

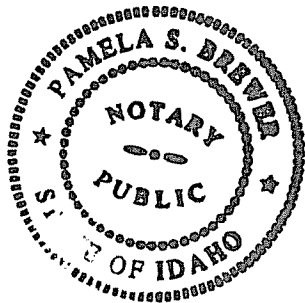
By: Huli Management, Inc., a Delaware corporation, its Manager

By: 
A. Ennis Dale, Senior Vice President

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of March, 2000, before me, a Notary Public in and for said State, personally appeared A. Ennis Dale, known or identified to me to be the Senior Vice President of Huli Management, Inc., which is the Manager of Southwest Associates Investments, L.L.C., a Delaware limited liability company, which is the Manager of Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, which is the Managing Member of Hidden Springs Community L.L.C., an Idaho limited liability company, who caused Huli Management, Inc., as Manager of Southwest Associates Investments, L.L.C., a Delaware limited liability company, which is the Manager of Grossman/Hidden Springs Development, L.L.C., an Arizona limited liability company, which is the Managing Member of Hidden Springs Community L.L.C., an Idaho limited liability company, to execute the foregoing instrument, and acknowledged to me that such corporation executed the same in the name of Hidden Springs Community L.L.C., an Idaho limited liability company.

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



Pamela S. Brewer

Notary Public for Idaho
Residing at: BOISE, ID
My commission expires: 10/31/2002

EXHIBIT A
DESIGNATION OF COMMON AREA

DESIGNATION OF COMMON AREA			
Lot/Block	Designation	Use ⁽¹⁾	Subject to Conservation Easement
Lot 9, Block 16	Common	Tot Lot	
Lot 23, Block 6	Common	Open Space	✓

⁽¹⁾ For general description purposes only. Not a limitation on use.

EXHIBIT B
LOT TYPE CHART- 2nd ADDITION SUPPLEMENT

LOT(S)	BLOCK	LOT TYPE (1)	OVERLAY (2)
9	16	Open Space & Parks	
1-11	22	Village	
1-5	23	Village	Village Commercial
6	23	Open Space & Parks	
7-10	23	Village	Village Commercial
1	24	Townhouse	

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/02/03 03:25 PM
DEPUTY Joanne Hooper
RECORDED - REQUEST OF
GIVENS PURSLEY
AMOUNT 39.00

13

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/25/03 02:50 PM
DEPUTY All Larrondo
RECORDED - REQUEST OF
DEVELOPERS OF HIDDEN SPRINGS
AMOUNT 39.00

13



103197507

HIDDEN SPRINGS, IDAHO
EST. 1997

**3rd Addition
Plat Supplement to the
Master Declaration of Covenants,
Conditions & Restrictions**

for



DEVELOPERS OF
HIDDEN SPRINGS, INC.

Re-recorded to correct
scrivener's error in
Section 1.1

- 103197507 - 11/25/03
R/R - 103200169 - 12/2/03

NOTICE TO POTENTIAL OWNERS

THIS DOCUMENT AND THE OTHER COMMUNITY DOCUMENTS ARE VERY IMPORTANT LEGAL DOCUMENTS WHICH EACH POTENTIAL RESIDENT OR OWNER OF PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD READ AND UNDERSTAND. THE COMMUNITY DOCUMENTS DETAIL THE OBLIGATIONS AND RESPONSIBILITIES OF ALL HIDDEN SPRINGS PROPERTY OWNERS AND RESIDENTS.

THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY IS A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL RESIDENT AND OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY BEFORE ACQUIRING ANY PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY.

THE TOWN FOUNDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY TOWN FOUNDER. THE HIDDEN SPRINGS TOWN ASSOCIATION HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRE SIGNIFICANT EXPENDITURES BY THE TOWN ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES ANY PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE HIDDEN SPRINGS PROPERTY OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS 3rd ADDITION PLAT SUPPLEMENT SHALL CONTROL.

POTENTIAL OWNERS OR RESIDENTS ARE ADVISED TO REVIEW THIS 3rd ADDITION PLAT SUPPLEMENT AND THE OTHER COMMUNITY DOCUMENTS WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING ANY PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY.

TABLE OF CONTENTS

ARTICLE 1: RECITALS	1
1.1. Supplement to Master Declaration.....	1
1.2. Phase.....	1
1.3. Purpose.....	1
ARTICLE 2: DECLARATION	1
ARTICLE 3: DESIGNATION OF COMMON AREA, RESTRICTED AREA AND MAINTENANCE PROPERTY AND LOT TYPE	2
3.1. Common Areas.....	2
3.2. Restricted Area and Maintenance Property.....	2
3.3. Lot Type.....	2
ARTICLE 4: DEFINITIONS	2
ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES	2
5.1. Maintenance of the Drainage Facilities--Generally.....	2
5.2. Maintenance of Ditches and Ponds.....	2
5.3. Easement to Ada County Highway District for Subsurface Maintenance.....	2
5.4. Town Association Failure to Maintain; ACHD Remedies.....	3
ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY	3
ARTICLE 7: ACKNOWLEDGMENTS	4
7.1. Easements.....	4
7.2. Maintenance of Right-of-Way.....	4
7.3. Wetlands.....	4
7.4. No Verbal Changes or Representations.....	4
7.5. Master Planned Community.....	5
7.6. Soils Disclosure.....	5
7.7. Due Diligence.....	5
ARTICLE 8: AMENDMENT	6
EXHIBIT A DESIGNATION OF COMMON AREA	9
EXHIBIT B LOT TYPE CHART- 3rd ADDITION SUPPLEMENT	10

3RD ADDITION PLAT SUPPLEMENT
TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIDDEN SPRINGS PLANNED RURAL COMMUNITY

THIS 3rd ADDITION PLAT SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN SPRINGS PLANNED RURAL COMMUNITY (hereinafter referred to as the "3rd Addition Plat Supplement") is made effective as of the 1st day of November, 2003, by Developers of Hidden Springs, Inc., an Idaho corporation ("Town Founder" and "Class B Member").

ARTICLE 1: RECITALS

103197506 ←

1.1. Supplement to Master Declaration. This 3rd Addition Plat Supplement is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Hidden Springs Planned Rural Community recorded on the 24th day of September, 1998, as Instrument No. 98091525, records of Ada County, Boise, Idaho, and as amended from time to time (the "Master Declaration"). This 3rd Addition Plat Supplement supplements the Master Declaration with respect to that certain real property (the "3rd Addition Plat Property"), shown on the Hidden Springs Subdivision - 3rd Addition Plat recorded on the 25th day of NOVEMBER, 2003, as Instrument No. 103397506, records of Ada County, Boise, Idaho, as amended from time to time (the "3rd Addition Plat"). The covenants, conditions and restrictions contained in this 3rd Addition Plat Supplement are in addition to the covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

1.2. Phase. The 3rd Addition Plat Property is a Phase of the Hidden Springs Property.

1.3. Purpose. The purpose of this 3rd Addition Plat Supplement is to subject the 3rd Addition Plat Property to all of the terms, covenants, conditions, and restrictions of the Master Declaration, and to designate certain Common Area and to set forth other terms, covenants, conditions, restrictions and easements which are unique to the 3rd Addition Plat Property.

ARTICLE 2: DECLARATION

Town Founder hereby declares that the 3rd Addition Plat Property and each Lot, parcel or portion thereof is hereby made a part of the Hidden Springs Property as that term is defined in the Master Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions, and all provisions of the Master Declaration and this 3rd Addition Plat Supplement.

ARTICLE 3: DESIGNATION OF COMMON AREA, RESTRICTED AREA AND MAINTENANCE PROPERTY AND LOT TYPE

3.1. Common Areas. The Lots described on Exhibit A, attached hereto and incorporated herein, are designated as Common Areas, to be maintained, improved, operated, repaired and replaced by the Town Association consistent with the Community Documents and this 3rd Addition Plat Supplement.

3.2. Restricted Area and Maintenance Property. Restricted Area and Maintenance Property contained in this Phase, if any, shall be designated in a separate document executed and recorded by Town Founder in the real property records of Ada County, Boise, Idaho.

3.3. Lot Type. The Lots contained within the 3rd Addition Plat Property shall have the Lot Type designation under the Hidden Springs Zoning Ordinance as described on Exhibit B attached hereto and incorporated herein.

ARTICLE 4: DEFINITIONS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES

5.1. Maintenance of the Drainage Facilities--Generally. Drainage facilities and improvements ("Drainage Facilities") have been constructed throughout the 3rd Addition Plat Property as necessary to collect the surface water drainage. The location of the various Drainage Facilities is identified on the 3rd Addition Plat. The Town Association shall be responsible for, and shall, maintain, operate, repair and replace the stormwater conveyance ditches, swales and detention ponds in the Drainage Facilities ("Ditches and Ponds") and periodically check the drop inlets and storm drains in the Drainage Facilities according to the Operation and Maintenance Manual for Stormwater Facilities at Hidden Springs Subdivision – 3rd Addition, dated July 20, 2003 ("Maintenance Manual"), as amended from time to time, and the following additional terms and conditions.

5.2. Maintenance of Ditches and Ponds. The Ada County Highway District ("ACHD") shall perform the "heavy maintenance" of the Drainage Facilities as provided and defined in the Maintenance Manual ("Heavy Maintenance") and the Town Association hereby expressly agrees to allow ACHD to perform such Heavy Maintenance on the Drainage Facilities. "Heavy Maintenance" consists of cleaning the subsurface Drainage Facilities when the sediment level exceeds the designated capacity. All other maintenance identified in the Maintenance Manual, including the Town Association's responsibility to perform certain Heavy Maintenance of the Drainage Facilities, shall be referred to herein as "Ditch and Pond Maintenance," and shall be performed by the Town Association.

5.3. Easement to Ada County Highway District for Subsurface Maintenance. ACHD has been dedicated certain drainage easements on the 3rd Addition Plat ("Drainage Premises") for purposes of surface water drainage into the Drainage Facilities and for

ingress and egress to the Drainage Facilities to perform the Heavy Maintenance referenced in Section 5.2. Each Owner acknowledges that such Owner will not take any action inconsistent with ACHD's exercise of its rights to use the Drainage Premises pursuant to this Section.

5.4. Town Association Failure to Maintain; ACHD Remedies. In the event the Town Association fails to maintain the Drainage Facilities pursuant to the Maintenance Manual ("Default"), and the Town Association has not cured or remedied the Default after thirty (30) days prior notice to the Town Association, then ACHD shall have the right to perform any appropriate maintenance necessary to cure the Default. ACHD is hereby granted an access easement across the areas indicated on the 3rd Addition Plat as necessary to cure or remedy a Default. The Town Association shall reimburse ACHD for the reasonable value of services rendered by ACHD within sixty (60) days of ACHD's submittal to the Town Association of a bill for services rendered in curing or remedying the Default and detailing the quantities, unit rates and expenses for each person or piece of equipment used to cure or remedy the Default. In the event the Town Association does not reimburse ACHD within the prescribed time frame, the claim for reimbursement shall be secured by a lien therefor which shall attach to all of the Lots within the 3rd Addition Plat Supplement Property and improvements thereon effective upon recording of a notice thereof in the records of Ada County, Boise, Idaho. The Town Association and the Owners by accepting title to a Lot agree that all Owners of Lots within the 3rd Addition Plat Supplement Property are beneficiaries of such maintenance.

The Town Association shall not be dissolved or relieved of its responsibility to maintain the Drainage Facilities without ACHD's prior written approval.

ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY

Throughout the 3rd Addition Plat Property, rights-of-way have been dedicated to ACHD for roadway purposes. The right-of-way known as W. Hidden Springs Drive contains a planter strip of varying width between the curb and the sidewalk on either side of W. Hidden Springs Drive, and pursuant to that certain License Agreement (Right-of-Way Improvements) dated August 20, 1998, between ACHD and the Town Association, recorded on the 24th day of September, 1998, as Instrument No. 98091529, records of Ada County, Boise, Idaho, as amended from time to time ("License Agreement"), incorporated herein in its entirety by this reference, the Town Association shall maintain, improve, operate, plant, repair, replace, and irrigate landscaping in the planter strips in and along W. Hidden Springs Drive.

The Owners of all Lots adjacent to the ACHD rights-of-way shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot pursuant to the License Agreement and the Community Documents, at each Owner's sole cost and expense.

ARTICLE 7: ACKNOWLEDGMENTS

By accepting a deed to any Lot within the 3rd Addition Plat Property, each Owner specifically accepts those acknowledgements set forth in the Master Declaration and additionally, without limiting the foregoing, acknowledges the following:

7.1. Easements. Without limiting the covenants, conditions and restrictions on the use and maintenance of the Drainage Facilities and Drainage Premises as set forth herein, each Owner acknowledges that the 3rd Addition Plat Property, and all portions thereof, shall be subject to all of the easements indicated on the 3rd Addition Plat, and created by the Master Declaration, without limitation, as supplemented and amended from time to time.

7.2. Maintenance of Right-of-Way. Each Owner shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot, at such Owner's sole cost and expense, exclusive of W. Hidden Springs Drive.

7.3. Wetlands. Lot 2, Block 24 and Lot 31, Block 8 ("Wetlands Lots"), of the 3rd Addition Plat contains portions of wetlands regulated under federal law by the U.S. Army Corps of Engineers as shown on the 3rd Addition Plat. In all events, the Owner of Wetlands Lots agrees not to take any actions or make any alterations, including the construction of Improvements, on Wetlands Lots that would violate any federal or state laws, rules or regulations applicable to the regulation of the wetlands contained therein.

7.4. No Verbal Changes or Representations.

(a) Town Founder wishes to avoid any misunderstanding concerning any Lots within the 3rd Addition Plat Property. It is the policy of Town Founder not to enter into any verbal agreement with any Owner or to ask any Owner to rely on any verbal representations concerning any Lots within the 3rd Addition Plat Property or Hidden Springs.

(b) OWNER ACKNOWLEDGES THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES OR PROMISES OF ANY KIND THAT HAVE BEEN MADE BY TOWN FOUNDER OR BY TOWN FOUNDER'S AGENTS, REPRESENTATIVES OR EMPLOYEES TO INDUCE OWNER TO PURCHASE ANY LOT WITHIN THE 3RD ADDITION PLAT EXCEPT AS SET FORTH IN A WRITTEN AGREEMENT SIGNED BY THE TOWN FOUNDER AND OWNER. OWNER HAS NOT RELIED ON ANY VERBAL AGREEMENT, STATEMENT, REPRESENTATION, WARRANTY OR OTHER PROMISE THAT IS NOT EXPRESSED IN A WRITTEN AGREEMENT BETWEEN OWNER AND TOWN FOUNDER OR TOWN FOUNDER'S AGENTS, REPRESENTATIVES OR EMPLOYEES. NO SPOKESPERSON, BROKER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TOWN FOUNDER HAS ANY AUTHORITY TO MAKE ANY VERBAL REPRESENTATION OR AGREEMENT WHICH IS NOT ALSO CONTAINED IN A WRITTEN AGREEMENT SIGNED BY THE TOWN FOUNDER, AND NO SPOKESPERSON, BROKER, AGENT, REPRESENTATIVE OR

EMPLOYER OF TOWN FOUNDER IS AUTHORIZED TO MAKE ANY FUTURE VERBAL AGREEMENT UPON WHICH OWNER MAY RELY.

7.5. Master Planned Community. Except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the real property records of Ada County, Idaho, Town Founder makes no warranties or representations to Owner whatsoever that the plans presently envisioned for the complete development of Hidden Springs can or will be carried out, that Hidden Springs will ever be developed by Town Founder or any other person as a master planned community or otherwise, or that any land now owned or hereafter acquired by Town Founder is or will be subjected to any of the Community Documents or any other declaration, or that any such land (whether or not it has been subjected to any of the Community Documents) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Town Founder reserves the right to develop any other portion of Hidden Springs separately from the Plat giving rise to the Lot, and to subject such other portion of Hidden Springs to such other general plan of subdivision, development, improvement and sale, and such other covenants, conditions and restrictions as Town Founder may deem appropriate for such separate portion of Hidden Springs or otherwise.

7.6. Soils Disclosure. The soils in Hidden Springs consist of sandy clays, silty clays, and clayey silty sand. These clay soils tend to attract and retain moisture and, when compacted, are extremely impermeable. For this reason, it is strongly recommended that all structures on any Lot be designed and constructed with water-managed foundation systems. Water-managed foundation systems rely on two fundamental principles:

- Keep water away from the foundation wall perimeter.
- Drain groundwater away in a sub-grade perimeter footing drain before it gets to the foundation wall.

The cost to install a sub-grade perimeter footing drain will depend on the size of the home and whether or not a sump pump is required. Town Founder assumes no responsibility for the design and methods or practices employed in the construction of the structures on any Lot, nor any liability whatsoever associated with moisture or water in the crawl spaces or basements of the structures on any Lot.

7.7. Due Diligence. In addition to the acknowledgements set forth in the Master Declaration and those acknowledgments set forth herein, Owner acknowledges that the information contained in the Community Documents is not a complete or exhaustive collection of information about Hidden Springs or any Lots within Hidden Springs or the 3rd Addition Plat Property. Before becoming an Owner, each prospective Owner must conduct a full and complete due diligence of Hidden Springs and any Lots within the 3rd Addition Plat Property. Unless specifically set forth in a written agreement signed by Owner and Town Founder, all Lots are sold to any Owner(s) in an "AS-IS" condition including soil or subsurface conditions. Town Founder makes, and shall make, no express or implied warranties to any Owner(s) as to the merchantability, value, quality, or salability of the Lot, unless such warranty(ies) are expressed in a written agreement signed by the Town Founder and Owner.

ARTICLE 8: AMENDMENT

Notwithstanding Section 8.6 of the Master Declaration, until the recordation of the first deed to a Lot within the 3rd Addition Plat Property, the provisions of this 3rd Addition Plat Supplement may be amended, modified, clarified, supplemented, added to or terminated (collectively "amendment") by Town Founder by recordation of a written instrument setting forth such amendment. Thereafter, this 3rd Addition Plat Supplement may only be amended pursuant to Section 8.6 of the Master Declaration.

[end of text]

IN WITNESS WHEREOF, the undersigned has duly executed this 3rd Addition Plat Supplement effective the 1st day of November, 2003.

DEVELOPERS OF HIDDEN SPRINGS, INC., an
Idaho corporation

By: 

LEE GODERSTAD

Its: Vice President

Address: 5892 W. Hidden Springs Drive
Boise, Idaho 83714
Phone No.: (208) 229-2323
Fax No.: (208) 229-2327

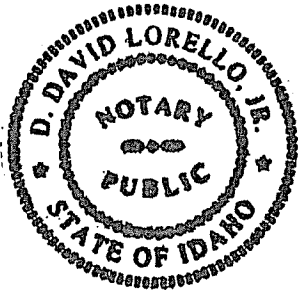
STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of November, 2003, before me, a Notary Public in and for said State, personally appeared LEE GODERSTAD , known or identified to me to be the Vice President of Developers of Hidden Springs, Inc. and acknowledged to me that such corporation executed the same in the name of Developers of Hidden Springs, Inc., an Idaho corporation.

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

David Lorello Jr.

Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 9/4/08



**EXHIBIT A
DESIGNATION OF COMMON AREA**

DESIGNATION OF COMMON AREA			
Lot/Block	Designation	Use ⁽¹⁾	Subject to Conservation Easement
Lot 1, Block 25	Common	Park/Open Space	
Lot 1, Block 26	Common	Park/Open Space	
Lot 1, Block 29	Common	Open Space/Drainage Facilities	
Lot 22, Block 8	Common	Open Space/Pedestrian Access/Utility Easement	
Lot 27, Block 8	Common	Park/Open Space	
Lot 31, Block 8	Common	Open Space/Drainage Facilities	✓
Lot 54, Block 8	Common	Park/Open Space/Drainage Facility	
Lot 1, Block 36	Common	Park/Open Space	
Lot 2, Block 24	Common	Open Space	✓

⁽¹⁾ For general description purposes only. Not a limitation on use.

EXHIBIT B
LOT TYPE CHART- 3rd ADDITION SUPPLEMENT

BLOCK	LOT(S)	LOT TYPE
8	15-21	Village
8	23-26	Village
8	28-30	Village
8	32-53	Village
8	55-63	Village
25	2-5	Village
27	1-6	Village
28	1-10	Village
30	1-7	Village
31	1-7	Village
32	1-6	Village
33	1-5	Village
34	1-5	Village
35	1-5	Village

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/16/05 02:02 PM
DEPUTY Kathie Acree
RECORDED - REQUEST OF
Developers of Hidden Springs

AMOUNT 36.00 12



HIDDEN SPRINGS, IDAHO
EST. 1897

4th Addition
Plat Supplement to the
Master Declaration of Covenants,
Conditions & Restrictions

for



TOWN FOUNDER
DEVELOPERS OF HIDDEN SPRINGS, INC.

NOTICE TO POTENTIAL OWNERS

THIS DOCUMENT AND THE OTHER COMMUNITY DOCUMENTS ARE VERY IMPORTANT LEGAL DOCUMENTS WHICH EACH POTENTIAL RESIDENT(S) OR OWNER(S) OF PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD READ AND UNDERSTAND. THE COMMUNITY DOCUMENTS DETAIL THE OBLIGATIONS AND RESPONSIBILITIES OF ALL HIDDEN SPRINGS PROPERTY RESIDENTS AND OWNERS.

THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY IS A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL RESIDENT AND/OR OWNER IS ADVISED TO MAKE A FULL AND COMPLETE INQUIRY ABOUT THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY BEFORE ACQUIRING ANY PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY.

THE TOWN FOUNDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY TOWN FOUNDER. THE HIDDEN SPRINGS TOWN ASSOCIATION HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRE SIGNIFICANT EXPENDITURES BY THE TOWN ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES ANY PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE HIDDEN SPRINGS PROPERTY OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS 4TH ADDITION PLAT SUPPLEMENT SHALL CONTROL.

POTENTIAL OWNERS OR RESIDENTS ARE ADVISED TO REVIEW THIS 4TH ADDITION PLAT SUPPLEMENT AND THE OTHER COMMUNITY DOCUMENTS WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING ANY PROPERTY WITHIN THE HIDDEN SPRINGS PLANNED RURAL COMMUNITY.

TABLE OF CONTENTS

ARTICLE 1: RECITALS 1

 1.1. Supplement to Master Declaration..... 1

 1.2. Phase..... 1

 1.3. Purpose..... 1

ARTICLE 2: DECLARATION 1

**ARTICLE 3: DESIGNATION OF COMMON AREA, RESTRICTED AREA AND
MAINTENANCE PROPERTY AND LOT TYPE 2**

 3.1. Common Areas..... 2

 3.2. Restricted Area and Maintenance Property..... 2

 3.3. Lot Type..... 2

ARTICLE 4: DEFINITIONS 2

ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES..... 2

 5.1. Maintenance of the Drainage Facilities--Generally..... 2

 5.2. Maintenance of Ditches and Ponds..... 2

 5.3. Easement to Ada County Highway District for Subsurface Maintenance... 2

 5.4. Town Association Failure to Maintain; ACHD Remedies..... 3

ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY 3

ARTICLE 7: ACKNOWLEDGMENTS 3

 7.1. Easements..... 3

 7.2. Maintenance of Right-of-Way..... 4

 7.3. No Verbal Changes or Representations..... 4

 7.4. Master Planned Community..... 4

 7.5. Soils Disclosure..... 5

 7.6. Due Diligence..... 5

ARTICLE 8: AMENDMENT 5

4TH ADDITION PLAT SUPPLEMENT
TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIDDEN SPRINGS PLANNED RURAL COMMUNITY

THIS 4TH ADDITION PLAT SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN SPRINGS PLANNED RURAL COMMUNITY (hereinafter referred to as the "4th Addition Plat Supplement") is made effective as of the 11 day of February, 2005, by Developers of Hidden Springs, Inc., an Idaho corporation ("Town Founder" and "Class B Member").

ARTICLE 1: RECITALS

1.1. Supplement to Master Declaration. This 4th Addition Plat Supplement is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Hidden Springs Planned Rural Community recorded on the 24th day of September, 1998, as Instrument No. 98091525, records of Ada County, Boise, Idaho, and as amended from time to time (the "Master Declaration"). This 4th Addition Plat Supplement supplements the Master Declaration with respect to that certain real property (the "4th Addition Plat Property"), shown on the Hidden Springs Subdivision – 4th Addition Plat recorded on the 16th day of FEBRUARY, 2005, as Instrument No. 105018773, records of Ada County, Boise, Idaho, as amended from time to time (the "4th Addition Plat"). The covenants, conditions and restrictions contained in this 4th Addition Plat Supplement are in addition to the covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

1.2. Phase. The 4th Addition Plat Property is a Phase of the Hidden Springs Property.

1.3. Purpose. The purpose of this 4th Addition Plat Supplement is to subject the 4th Addition Plat Property to all of the terms, covenants, conditions, and restrictions of the Master Declaration, and to designate certain Common Area and to set forth other terms, covenants, conditions, restrictions and easements which are unique to the 4th Addition Plat Property.

ARTICLE 2: DECLARATION

Town Founder hereby declares that the 4th Addition Plat Property and each Lot, parcel or portion thereof is hereby made a part of the Hidden Springs Property as that term is defined in the Master Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions, and all provisions of the Master Declaration and this 4th Addition Plat Supplement.

ARTICLE 3: DESIGNATION OF COMMON AREA, RESTRICTED AREA AND MAINTENANCE PROPERTY AND LOT TYPE

3.1. Common Areas. The Lots described on Exhibit A, attached hereto and incorporated herein, are designated as Common Areas, to be maintained, improved, operated, repaired and replaced by the Town Association consistent with the Community Documents and this 4th Addition Plat Supplement.

3.2. Restricted Area and Maintenance Property. Restricted Area and Maintenance Property contained in this Phase, if any, shall be designated in a separate document executed and recorded by Town Founder in the real property records of Ada County, Boise, Idaho.

3.3. Lot Type. The Lots contained within the 4th Addition Plat Property shall have the Lot Type designation under the Hidden Springs Zoning Ordinance as described on Exhibit B attached hereto and incorporated herein.

ARTICLE 4: DEFINITIONS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE 5: MAINTENANCE OF DRAINAGE FACILITIES

5.1. Maintenance of the Drainage Facilities--Generally. Drainage facilities and improvements ("Drainage Facilities") have been constructed throughout the 4th Addition Plat Property as necessary to collect the surface water drainage. The location of the various Drainage Facilities is identified on the 4th Addition Plat. The Town Association shall be responsible for, and shall, maintain, operate, repair and replace the stormwater conveyance ditches, swales and detention ponds in the Drainage Facilities ("Ditches and Ponds") and periodically check the drop inlets and storm drains in the Drainage Facilities according to the Operation and Maintenance Manual for Light Maintenance of Stormwater Drainage Facilities at Hidden Springs Subdivision -- 4th and 5th Addition ("Maintenance Manual"), as amended from time to time, and the following additional terms and conditions.

5.2. Maintenance of Ditches and Ponds. The Ada County Highway District ("ACHD") shall perform the "heavy maintenance" of the Drainage Facilities as provided and defined in the Maintenance Manual ("Heavy Maintenance") and the Town Association hereby expressly agrees to allow ACHD to perform such Heavy Maintenance on the Drainage Facilities. "Heavy Maintenance" consists of cleaning the subsurface Drainage Facilities when the sediment level exceeds the designated capacity. All other maintenance identified in the Maintenance Manual, including the Town Association's responsibility to perform certain Heavy Maintenance of the Drainage Facilities, shall be referred to herein as "Ditch and Pond Maintenance," and shall be performed by the Town Association.

5.3. Easement to Ada County Highway District for Subsurface Maintenance. ACHD has been dedicated certain drainage easements on the 4th Addition Plat ("Drainage Premises") for purposes of surface water drainage into the Drainage Facilities

and for ingress and egress to the Drainage Facilities to perform the Heavy Maintenance referenced in Section 5.2. Each Owner acknowledges that such Owner will not take any action inconsistent with ACHD's exercise of its rights to use the Drainage Premises pursuant to this Section.

5.4. Town Association Failure to Maintain; ACHD Remedies. In the event the Town Association fails to maintain the Drainage Facilities pursuant to the Maintenance Manual ("Default"), and the Town Association has not cured or remedied the Default after thirty (30) days prior notice to the Town Association, then ACHD shall have the right to perform any appropriate maintenance necessary to cure the Default. ACHD is hereby granted an access easement across the areas indicated on the 4th Addition Plat as necessary to cure or remedy a Default. The Town Association shall reimburse ACHD for the reasonable value of services rendered by ACHD within sixty (60) days of ACHD's submittal to the Town Association of a bill for services rendered in curing or remedying the Default and detailing the quantities, unit rates and expenses for each person or piece of equipment used to cure or remedy the Default. In the event the Town Association does not reimburse ACHD within the prescribed time frame, the claim for reimbursement shall be secured by a lien therefor which shall attach to all of the Lots within the 4th Addition Plat Supplement Property and improvements thereon effective upon recording of a notice thereof in the records of Ada County, Boise, Idaho. The Town Association and the Owners by accepting title to a Lot agree that all Owners of Lots within the 4th Addition Plat Supplement Property are beneficiaries of such maintenance.

The Town Association shall not be dissolved or relieved of its responsibility to maintain the Drainage Facilities without ACHD's prior written approval.

ARTICLE 6: LANDSCAPING OF PUBLIC RIGHT-OF-WAY

Throughout the 4th Addition Plat Property, rights-of-way have been dedicated to ACHD for roadway purposes. The Owners of all Lots adjacent to the ACHD rights-of-way shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and for irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot pursuant to that certain License Agreement (Right-of-Way Improvements) dated August 20, 1998 between ACHD and the Town Association recorded on the 24th day of September, 1998 as Instrument No. 98091529, records of Ada County, Boise, Idaho, as amended from time to time and the Community Documents, at each Owner's sole cost and expense.

ARTICLE 7: ACKNOWLEDGMENTS

By accepting a deed to any Lot within the 4th Addition Plat Property, each Owner specifically accepts those acknowledgements set forth in the Master Declaration and additionally, without limiting the foregoing, acknowledges the following:

7.1. Easements. Without limiting the covenants, conditions and restrictions on the use and maintenance of the Drainage Facilities and Drainage Premises as set forth herein, each Owner acknowledges that the 4th Addition Plat Property, and all portions thereof,

shall be subject to all of the easements indicated on the 4th Addition Plat, and created by the Master Declaration, without limitation, as supplemented and amended from time to time.

7.2. Maintenance of Right-of-Way. Each Owner shall be responsible for maintaining, improving, operating, repairing and replacing the planter strips and the sidewalks and irrigating and planting the planter strips within the ACHD rights-of-way bordering each Owner's Lot, at such Owner's sole cost and expense.

7.3. No Verbal Changes or Representations.

(a) Town Founder wishes to avoid any misunderstanding concerning any Lots within the 4th Addition Plat Property. It is the policy of Town Founder not to enter into any verbal agreement with any Owner or to ask any Owner to rely on any verbal representations concerning any Lots within the 4th Addition Plat Property or Hidden Springs.

(b) OWNER ACKNOWLEDGES THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES OR PROMISES OF ANY KIND THAT HAVE BEEN MADE BY TOWN FOUNDER OR BY TOWN FOUNDER'S AGENTS, REPRESENTATIVES OR EMPLOYEES TO INDUCE OWNER TO PURCHASE ANY LOT WITHIN THE 4TH ADDITION PLAT EXCEPT AS SET FORTH IN A WRITTEN AGREEMENT SIGNED BY THE TOWN FOUNDER AND OWNER. OWNER HAS NOT RELIED ON ANY VERBAL AGREEMENT, STATEMENT, REPRESENTATION, WARRANTY OR OTHER PROMISE THAT IS NOT EXPRESSED IN A WRITTEN AGREEMENT BETWEEN OWNER AND TOWN FOUNDER OR TOWN FOUNDER'S AGENTS, REPRESENTATIVES OR EMPLOYEES. NO SPOKESPERSON, BROKER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TOWN FOUNDER HAS ANY AUTHORITY TO MAKE ANY VERBAL REPRESENTATION OR AGREEMENT WHICH IS NOT ALSO CONTAINED IN A WRITTEN AGREEMENT SIGNED BY THE TOWN FOUNDER, AND NO SPOKESPERSON, BROKER, AGENT, REPRESENTATIVE OR EMPLOYER OF TOWN FOUNDER IS AUTHORIZED TO MAKE ANY FUTURE VERBAL AGREEMENT UPON WHICH OWNER MAY RELY.

7.4. Master Planned Community. Except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the real property records of Ada County, Idaho, Town Founder makes no warranties or representations to Owner whatsoever that the plans presently envisioned for the complete development of Hidden Springs can or will be carried out, that Hidden Springs will ever be developed by Town Founder or any other person as a master planned community or otherwise, or that any land now owned or hereafter acquired by Town Founder is or will be subjected to any of the Community Documents or any other declaration, or that any such land (whether or not it has been subjected to any of the Community Documents) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Town Founder reserves the right to develop any other portion of Hidden Springs separately from the Plat giving rise to the Lot, and to subject such other portion of Hidden Springs to such other general plan of subdivision, development, improvement and

sale, and such other covenants, conditions and restrictions as Town Founder may deem appropriate for such separate portion of Hidden Springs or otherwise.

7.5. Soils Disclosure. The soils in Hidden Springs consist of sandy clays, silty clays, and clayey silty sand. These clay soils tend to attract and retain moisture and, when compacted, are extremely impermeable. For this reason, it is strongly recommended that all structures on any Lot be designed and constructed with water-managed foundation systems. Water-managed foundation systems rely on two fundamental principles:

- Keep water away from the foundation wall perimeter.
- Drain groundwater away in a sub-grade perimeter footing drain before it gets to the foundation wall.

The cost to install a sub-grade perimeter footing drain will depend on the size of the home and whether or not a sump pump is required. Town Founder assumes no responsibility for the design and methods or practices employed in the construction of the structures on any Lot, nor any liability whatsoever associated with moisture or water in the crawl spaces or basements of the structures on any Lot.

7.6. Due Diligence. In addition to the acknowledgements set forth in the Master Declaration and those acknowledgments set forth herein, Owner acknowledges that the information contained in the Community Documents is not a complete or exhaustive collection of information about Hidden Springs or any Lots within Hidden Springs or the 4th Addition Plat Property. Before becoming an Owner, each prospective Owner must conduct a full and complete due diligence of Hidden Springs and any Lots within the 4th Addition Plat Property. Unless specifically set forth in a written agreement signed by Owner and Town Founder, all Lots are sold to any Owner(s) in an "AS-IS" condition including soil or subsurface conditions. Town Founder makes, and shall make, no express or implied warranties to any Owner(s) as to the merchantability, value, quality, or salability of the Lot, unless such warranty(ies) are expressed in a written agreement signed by the Town Founder and Owner.

ARTICLE 8: AMENDMENT

Notwithstanding Section 8.6 of the Master Declaration, until the recordation of the first deed to a Lot within the 4th Addition Plat Property, the provisions of this 4th Addition Plat Supplement may be amended, modified, clarified, supplemented, added to or terminated (collectively "amendment") by Town Founder by recordation of a written instrument setting forth such amendment. Thereafter, this 4th Addition Plat Supplement may only be amended pursuant to Section 8.6 of the Master Declaration.

[end of text]

IN WITNESS WHEREOF, the undersigned has duly executed this 4th Addition Plat Supplement effective the 11 day of February, 2005.

DEVELOPERS OF HIDDEN SPRINGS, INC.,
an Idaho corporation

By: 
BRIAN CLAUSON, Vice President

Address: 5892 W. Hidden Springs Drive
Boise, Idaho 83714
Phone No: 208-229-2323
Fax No: 208-229-2327

STATE OF Minnesota
County of Hennepin) ss.

On this 11th day of February, 2005, before me, a Notary Public in and for said State, personally appeared BRIAN CLAUSON, known or identified to me to be the Vice President of Developers of Hidden Springs, Inc., and acknowledged to me that such corporation executed the same in the name of Developers of Hidden Springs, Inc., an Idaho corporation.

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

Michele M. Peterson
Notary Public for Minnesota
Residing at: Hennepin County
My commission expires: 1-31-2006



EXHIBIT A

DESIGNATION OF COMMON AREA

BLOCK	LOT	USE ¹	SUBJECT TO CONSERVATION EASEMENT
8	64	Park and Open Space	✓
8	66	Park and Open Space	✓
24	3	Park and Open Space	✓
24	38	Park and Open Space	✓
37	1	Park and Open Space	✓
38	1	Park and Open Space	✓
41	1	Park and Open Space	
44	1	Park and Open Space	
47	1	Park and Open Space	
50	1	Park and Open Space	
51	1	Park and Open Space	
52	10	Park and Open Space	
54	1	Park and Open Space	
55	1	Park and Open Space	
56	1	Park and Open Space	
57	1	Park and Open Space	
58	1	Park and Open Space	
59	1	Park and Open Space	✓
60	1	Park and Open Space	✓
61	1	Park and Open Space	

¹ For general description purposes only Not a limitation on use.

EXHIBIT B

LOT TYPE CHART - 4TH ADDITION SUPPLEMENT

BLOCK	LOT NUMBER	TYPE	TOTAL NUMBER
8	65	Large	1
8	64,66	Park and Open Space	2
24	3,38	Park and Open Space	2
24	4,12,13,22,27,29,35,39,44,45,46,47	Regular	12
24	5-11,14-19,20,21,25,26,28,30-34,36,37,40-43,48,49	Village	31
24	23,24	Large	2
37	1	Park and Open Space	1
37	2-29	Village	28
38	1	Park and Open Space	1
39	1-5	Village	5
40	1-9	Village	9
41	1	Park and Open Space	1
42	1-9	Village	9
43	1-8	Village	8
44	1	Park and Open Space	1
45	1-8	Village	8
46	1-10	Village	10
47	1	Park and Open Space	1
48	1-12	Village	12
49	1-8	Village	8
50	1	Park and Open Space	1
51	1	Park and Open Space	1
52	10	Park and Open Space	1
52	9	Regular	1
52	1-8,11-13	Village	11
53	1	Village	1
54	1	Park and Open Space	1
55	1	Park and Open Space	1
56	1	Park and Open Space	1
57	1	Park and Open Space	1
58	1	Park and Open Space	1
59	1	Park and Open Space	1
60	1	Park and Open Space	1
61	1	Park and Open Space	1

Total Open Space Lots = 20

Total Large Lots = 3

Total Village Lots = 140

Total Regular Lots = 13

Total Lots = 176

Exhibit B

S:\CLIENTS\6365\38\Plat Supplement - 4th Addition GP02.doc