



HIDDEN SPRINGS, IDAHO
EST. 1937

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

for



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 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.

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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.

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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

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

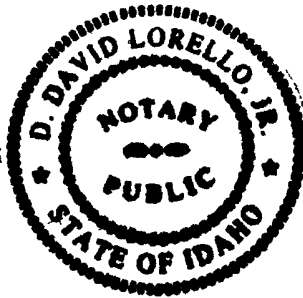
STATE OF IDAHO)
) ss.
County of Ada)

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: 9/4/05



**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 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 Ali Larrondo
RECORDED - REQUEST OF
DEVELOPERS OF HIDDEN SPRINGS
AMOUNT 39.00

13



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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

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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. 103197506, 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.

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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.

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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.

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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

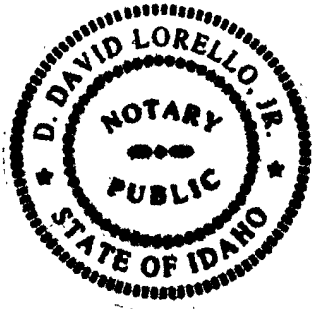
Its: Vice President

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.



DM New 4

Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 9/4/05

**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

Exhibit B

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