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VALOR CLUB

DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS

Declarant: M3 ID FALCON CREST, LLC, an Arizona limited liability company

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" OF THAT CERTAIN VALOR MAINTENANCE COVENANT, RECORDED AS DOCUMENT NO. 2022-017810 IN THE OFFICIAL RECORDS OF ADA COUNTY, IDAHO (THE "COVENANT"), IS SUBJECT TO THE TERMS OF THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VALOR CLUB UNLESS A SOCIAL CLUB SUB-MEMBER DESIGNATION APPLICABLE TO SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL RECORDS OF ADA COUNTY, IDAHO, IN ACCORDANCE WITH SECTION 4.01 OF THE COVENANT.

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VALOR CLUB
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions for Valor Club (this "Club Declaration") is made by **FALCON CREST CLUB PARTNERS, LLC**, a Delaware limited liability company (the "Club Owner"), and **M3 ID FALCON CREST, LLC**, an Arizona limited liability company (the "Declarant"), and is as follows:

RECITALS:

A. The Club Owner is the present owner of certain real property located in Ada County, Idaho, as more particularly described on Exhibit "A" attached hereto (the "Club Land").

B. Pursuant to that certain Valor Maintenance Covenant, recorded as Document No. 2022-017810 in the Official Records of Ada County, Idaho, as may be amended from time to time (the "Covenant"), Declarant reserved the right to designate any or all Owners of Lots, Condominium Units and/or any other portion of the Subject Property or Annexable Land as mandatory sub-members in the Club by recording one or more Social Club Sub-Member Designations in the Official Records of Ada County, Idaho.

C. Upon recording a Social Club Sub-Member Designation in accordance with the Covenant, the Lots, Condominium Units and/or any other portion of the Subject Property or Annexable Land described therein shall be governed by and fully subject to this Club Declaration. The Club Land and any Lots, Condominium Units and/or any other portion of the Subject Property or Annexable Land made subject to this Club Declaration is collectively referred to herein as, the "Valor Property".

NOW, THEREFORE, it is hereby declared that: (i) the Club Land will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Club Land and will be binding upon all parties having right, title, or interest in or to any portion of the Club Land, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; (ii) those Lots, Condominium Units and/or any other portion of the Subject Property or Annexable Land shall only, upon recording of a Social Club Sub-Member Designation, be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the property described in the Social Club Sub-Member Designation and will be binding upon all parties having right, title, or interest in or to the property described in the Social Club Sub-Member Designation, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (iii) that each contract or deed conveying all or any portion of the Valor Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

1. **Definitions.** Unless the context otherwise specifies or requires, the words and phrases in this Section 1 will have the meanings hereinafter specified. All other initially capitalized terms not defined herein shall have the meanings set forth in the Covenant.

“Affiliate” means any Person controlling, controlled by or under common control with any other Person. For the purposes of this definition, the term “control” when used with respect to any Person means the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by law, regulation, contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Annexable Land” means all of that certain real property described on Exhibit “A”, attached to the Covenant.

“Applicable Law” means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Valor Property and any other applicable building codes, zoning restrictions, permits and ordinances adopted by the City of Kuna, Idaho, which are in effect at the time a provision of the Club Documents (defined below) is applied, and pertaining to the subject matter of the Club Document provision. Statutes, ordinances and regulations specifically referenced in the Club Documents are Applicable Law on the date of the Club Document, and are not intended to apply to the Valor Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

“Club” means the private club located or to be located on the Club Land that may include, without limitation or obligation, a clubhouse, locker rooms, a pro shop, dining facilities, food pavilions, swimming pool(s), a spa and fitness center, the Golf Course (defined below) and related facilities.

“Club Assessments” means charges established and levied by the Club Owner pursuant to Article 7 or Article 8 of the Covenant and any other dues, fees, or assessments established or levied by the Club Owner in accordance with the terms and provisions of this Club Declaration.

“Club Declaration” means this Declaration of Covenants, Conditions, and Restrictions for Valor Club.

“Club Documents” means collectively, this Club Declaration, the Club Membership Plan, the Club Rules and Regulations, and the Club Membership Agreement, as each may be amended and/or supplemented from time to time, as well as any other policies, disclosures, fee schedules, and other documents adopted from time to time by the Club Owner. An appendix, exhibit, schedule, or certification accompanying a Club Document is part of the Club Document.

“Club Facilities” means the improvements and property located on the Club Land that are made available to Club members by the Club Owner. THE CLUB FACILITIES ARE SUBJECT TO

CHANGE FROM TIME TO TIME IN THE CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION.

"Club Land" means all of that certain real property described on Exhibit "A", attached hereto. THE CLUB LAND IS SUBJECT TO CHANGE AT ANY TIME.

"Club Manager" means the entity operating and managing the Club, at any time, together with its officers, owners, governing board or committee members, members, employees and agents. Club Owner may serve as the Club Manager; provided, Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"Club Membership Agreement" means the agreement by which VMC acquires the Community Membership from the Club.

"Club Membership Plan" means the agreement or document which sets forth the Sub-Member Rights and additional Club membership options offered by the Club from time to time, if any.

"Club Owner" means the owner of the Club Property, its successors or assigns. Notwithstanding any provision in this Club Declaration to the contrary, Club Owner may, by written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Club Declaration to any person. Club Owner may also, by written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Club Owner's privileges, exemptions, rights and duties under this Club Declaration and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be Recorded in order to be effective. In the event of a partial assignment, the assignee shall not be deemed the Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Notwithstanding any term or provision herein to the contrary, no assignment of the Club Owner's rights or obligations shall be valid without the advance written consent of Declarant during the Development Period, which consent shall not be unreasonably withheld, conditioned, or delayed.

"Club Property" means the Club Land and the Club Facilities.

"Club Rules and Regulations" means the rules and regulations and amendments thereto, adopted by the Club Owner from time to time pertaining to use and operation of the Club.

"Community Membership" means the non-equity membership in the Club acquired or to be acquired by VMC pursuant to the Club Membership Agreement.

"Condominium Unit" means any Condominium Unit (as defined in the Covenant) within the Valor Property.

“Covenant” means that certain Valor Maintenance Covenant, recorded as Document No. 2022-017810, Official Records of Ada County, Idaho.

“Development Period” shall have the meaning set forth in the Covenant.

“Dwelling” means any building, or portion of a building, situated upon a Lot or Condominium Unit, which is intended for use and occupancy as a residence.

“Golf Course” means a portion of the Club Property from time to time used or utilized by the Club for golf course operations, and includes any fairway, landscaped features, rough, waste area, trap, hazard, lake, water feature, irrigation facility, drainage facility, cart barn, driving range, parking lot, maintenance facility, food and beverage facilities, restrooms, and any other improvements or facilities related to the golf course operations.

“Immediate Family Members” means the spouse of a Sub-Member and all unmarried children twenty-four (24) years and younger of either the Sub-Member or the Sub-Member’s spouse that permanently resides with the Sub-Member in the Dwelling. If a Sub-Member is unmarried, the Sub-Member may designate one other Person who permanently resides with the Sub-Member in the Dwelling as an Immediate Family Member.

“Lot” means any Lot (as defined in the Covenant) within the Valor Property.

“Member” means VMC and such other Persons (excluding Sub-Members) that Club Owner issues Club memberships to from time to time, on such terms and conditions as determined in the sole discretion of Club Owner.

“Occupant” means a resident, occupant, or tenant entitled to possession of a Lot or Condominium Unit pursuant to a lease.

“Owner” means the person(s), entity or entities, holding all or a portion of the fee simple interest in any Lot or Condominium Unit.

“Parking Areas” means all areas designated for parking within the Club Property by the Club Owner.

“Person” means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, limited liability company, limited liability partnership, government, governmental subdivision or agency, or other legal or commercial entity.

“Sub-Member” means each Owner or Occupant with Sub-Member Rights. Unless otherwise approved in advance and in writing by the Club Owner, only one Owner or Occupant per Lot or Condominium Unit shall be a Sub-Member. An Owner that leases his or her Lot or Condominium Unit automatically transfers and assigns the Owner’s Sub-Membership Rights to the Occupant for the duration of the lease.

“Sub-Member Rights” means non-exclusive license rights deriving from VMC’s Community Membership for each Sub-Member to access and use certain Club Facilities, subject to the Club Documents. Sub-Member Rights do not guaranty any Sub-Member use of or access to the Golf Course or to all of the Club Facilities. Notwithstanding the requirement to pay Club Assessments subject to Section 5.7 below, no Homebuilder or Residential Developer shall hold Sub-Member Rights unless otherwise approved in advance and in writing by the Club Owner.

“Transfer Right” has the meaning set forth in Section 4.3 below.

“Valor Property” means, collectively, the Club Property and the Annexable Land made subject to this Club Declaration by the Recording of Social Club Sub-Member Designation in accordance with Section 4.01 of the Covenant.

“VMC” means Valor Maintenance Corporation, an Idaho nonprofit corporation, the entity created pursuant to the Maintenance Covenant to administer the terms and provisions of the Covenant.

2. **General Disclosures and Club Owner Rights.** VMC and each Owner, by recordation of a deed to a Lot or Condominium Unit, ratify and confirm this Club Declaration and the other Club Documents and agree as follows:

2.1 **Covenant Running with the Land.** The terms of this Club Declaration shall be covenants running with the Valor Property, including without limitation, each Lot or Condominium Unit, and be binding on the Club Owner, VMC and each Owner and its successors in title and assigns. Every Owner, by acceptance of a deed to a Lot or Condominium Unit, shall automatically assume and agree to pay all Club Assessments levied against such Lot or Condominium Unit.

2.2 **Mutual Benefit of the Club.** By acceptance of a deed to any Lot or Condominium Unit, each Owner acknowledges that the Sub-Member Rights in the Club renders ownership of a Lot or Condominium Unit a benefit that it would not otherwise enjoy. There were significant other housing opportunities available to each Owner in the general location of the Valor Property. The Lot or Condominium Unit, and Sub-Member Rights were material in each Owner’s decision to purchase a Lot or Condominium Unit. VMC, all Owners and Club Owner agree that the provisions and enforceability of this Club Declaration is mutually beneficial. VMC and each Owner acknowledge that Club Owner is initially investing sums of money and time in developing the Club Facilities on the basis that eventually the Club may generate a loss or profit to Club Owner. VMC and each Owner agrees that Club Owner would not have made such an investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Declaration or confer any benefit to an Owner and/or VMC.

2.3 **Club Documents.** Recording of the Covenant and this Club Declaration and delivery to each Owner of the Documents and Club Documents constitutes full disclosure of the nature of the Club and obligations associated therewith to each Owner and each Owner has,

or was afforded the opportunity to, consult with an attorney prior to acquisition of a Lot or Condominium Unit. Additionally, Club Owner may amend, modify, supplement, and terminate each of the Club Documents from time to time, which amendment, modification, supplement, or termination shall be binding upon all Members and Sub-Members. Not all of the Club Documents are or will be Recorded; therefore, each Owner and Occupant should request a copy of the current Club Documents from the Club Owner from time to time and become familiar with the same.

2.4 Non-Exclusive License. The provisions of this Club Declaration do not grant any ownership rights in the Club in favor of VMC, Owners, or Sub-Members, but, rather, grant a non-exclusive license to use the Club subject to the terms and conditions and full compliance with all obligations imposed by the Club Documents.

2.5 Non-Reliance. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THE CLUB DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB, THE CLUB OWNER OR THE DECLARANT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE CLUB DOCUMENTS, THIS CLUB DECLARATION SHALL GOVERN.

2.6 Recreational Purposes Only. MEMBERSHIPS AND THE SUB-MEMBER RIGHTS ARE BEING PROVIDED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS TO OBTAIN LIMITED RECREATIONAL USE OF THE CLUB PROPERTY. MEMBERSHIPS AND SUB-MEMBER RIGHTS SHOULD NOT BE VIEWED OR ACQUIRED AS AN INVESTMENT AND NO PERSON ACQUIRING A MEMBERSHIP OR SUB-MEMBER RIGHTS SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS OR FINANCIAL BENEFITS FROM ACQUIRING, HOLDING, TRANSFERRING OR TERMINATING MEMBERSHIP OR SUB-MEMBER RIGHTS IN THE CLUB. THE CLUB IS OWNED AND OPERATED PRIVATELY. NEITHER MEMBERSHIP NOR SUB-MEMBER RIGHTS IN THE CLUB CONVEYS ANY INTEREST, OWNERSHIP, EQUITY OR PROPERTY RIGHTS. NEITHER MEMBERSHIP NOR SUB-MEMBER RIGHTS CONVEY ANY VOTING RIGHTS, ANY MANAGEMENT RIGHTS, OR ANY VESTED INTEREST IN THE CLUB.

2.7 Club Conceptual Plans. All site plans, brochures, illustrations, information and marketing materials related to the Club Property, including any statements or projections as to Club Assessments, and expressly including any of the foregoing prepared by the Declarant or Club Owner (collectively, the "Club Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The Club Property reflected on the Club Conceptual Plans are subject to change at any time and from time to time. It is also understood and agreed that Club Assessments will change from time to time. Neither Declarant nor Club Owner makes any representation or warranty concerning the Club Property shown on the Club Conceptual Plans or otherwise planned for the Club, and it is expressly agreed and understood that no Owner will be entitled to rely upon the Club Conceptual Plans in making the decision to purchase any Lot or Condominium Unit. Each Owner who acquires a Lot or Condominium Unit within the Valor Property acknowledges that the development of the Club Property may extend

over many years, and agrees that the Owner will not engage in, support, protest, challenge, or make any other form of objection to development of the Club Property or changes in the Club Conceptual Plans as they may be amended or modified from time to time.

In furtherance of the foregoing, the Club Owner, in its sole discretion, may add to, remove or otherwise modify the buildings, landscaping, trees, and other features of the Club Property, including newly constructing or changing the location, configuration, design, size and elevation of buildings, bunkers, fairways, tee boxes, greens, berms, walls, fences and other Club Facilities; that neither the Club, Club Owner, Declarant, nor VMC shall have any liability to any Owner as a result of such additions to or modifications of the Club Property; provided, however, all such modifications or changes shall comply with Applicable Law and the drainage plans on file with or approved by Ada County or the City.

2.8 Club Planned Communities; Club Condominium/Timeshares. Club Owner has the right, from time to time, in its sole and absolute discretion, to create separate parcels and subdivisions within portions of the Club Land. Club Owner may develop such parcels as planned communities ("Club Planned Communities"), or as condominium regime, fractional interest or vacation and/or timeshare ownership ("Club Condominium/Timeshare(s)"), and designate portions of Club Land as separate lots, condominium units, fractional interest units, vacation and/or timeshare units and/or common area associated therewith. Club Owner may further designate portions of Club Land in any Club Planned Community or Club Condominium/Timeshare as being intended for residential and/or commercial use. The creation of Club Planned Communities or Club Condominium/Timeshares by Club Owner shall not require an amendment to the Club Documents or the Covenant. Club Owner shall have the right in its sole and absolute discretion to prepare, file and amend from time to time subdivision plats and condominium or timeshare formation documentation for any Club Planned Communities or Club Condominium/Timeshares. Club Owner may, from time to time, exclude or subsequently re-include any or all of the Club Planned Communities or Club Condominium/Timeshares as part of the Club Property. In addition to the rights set forth in Section 5 below, Club Owner may lease, rent, license, sell, encumber or convey all or any portion of any Club Planned Community or Club Condominium/Timeshare to any Person in its sole and absolute discretion at any time, and from time to time. Club Owner may convert any Club Planned Community or Club Condominium/Timeshare or portions thereof utilized for hotel or lodging facilities to for sale residences at any time, and from time to time in its sole and absolute discretion without the approval or consent of VMC or any Owner.

2.9 Waiver of Application of the Club Documents. Club Owner may waive the application of any term or provision of the Club Documents in Club Owner's sole and absolute discretion. A waiver may be applicable to less than all Members or Sub-Members and may be revoked upon advance written notice to the Members and/or Sub-Members to which the waiver applies. No Member or Sub-Member, Occupant, guest, invitee, employee or agent may claim the benefit of or the right to receive a waiver granted to another party.

2.10 Commercial Space. It is anticipated that portions of the Club Property may include retail and commercial space ("Commercial Space") as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Access to and/or use of the Commercial Space is subject to rules and regulations adopted by the Club Owner from time to time in its sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial users (each, a "Commercial User") on the Commercial Space or any other portion of the Club Property. Club Owner shall have no duty to account for any rents, fees or payments from any Commercial Users or any other third parties for the right to access, occupy, lease, and/or use the Commercial Space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce Club Assessments.

2.11 Operations; Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights and duties hereunder as are assigned in writing to it by Club Owner. Club Owner may, without obligation, appoint an Affiliate of Club Owner as Club Manager.

2.12 Golf Course and Club Property Disclosures. All Members, Sub-Members, Owners, and Occupants acknowledge, understand and agree as follows:

2.12.1 No representations or warranties have been or are made by Declarant, the Club Owner, VMC or any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of the Club, the Golf Course, or the Club Property.

2.12.2 Water hazards, ponds, lakes, drainage features, sand traps, bunkers, waste areas, natural areas, irrigation facilities, driving range, landscape features, pools, clubhouses, camping areas (which may include tents, horse facilities and hiking trails), food and beverage facilities, restrooms, maintenance facilities, golf carts, maintenance equipment and machinery and other installations, personal property and other features located on the Club Property may be attractive nuisances to children and others and can pose a serious danger of injury or death.

2.12.3 The operation, maintenance and use of the Club Property and/or the Club will entail the operation and use of (i) noisy and odiferous power equipment such as tractors, lawn mowers and blowers on various days of the week, including weekends, during various times of the day, including early morning and late evening hours; (ii) sprinkler and other irrigation systems in operation during the day and at night; (iii) noisy and odiferous electric, gasoline or other power-driven vehicles and equipment used by the Club and/or Club members, guests, invitees, maintenance and operations personnel; (iv) application of odiferous pesticides, herbicides and fertilizing chemicals and bio-solids; and (v) noisy and odiferous refuse removal trucks, delivery trucks, vendor vehicles, construction trucks and equipment, member, guest and invitee vehicles and other vehicles entering and exiting the Club Property on various days of the week, including weekends, during various times of the day, including early morning and late evening hours.

2.12.4 The Club clubhouses, parking lots and other facilities have exterior lighting and amplified exterior sound, and will be regularly used for entertainment and social events on various days of the week, including weekends, during various times of the day, including early morning and late evening hours.

2.12.5 Play on the Golf Course will be allowed during all daylight hours up to seven (7) days a week, and portions of the Golf Course, including the driving range, short game area, and putting green, shall be allowed during evening and night-time hours pursuant to posted days and times as may be established from time to time. Golf tournaments open to the public at large may be conducted at any time during the year. Large numbers of people will be entering and exiting the Club Property and using the Golf Course during all daylight hours, and also may include evening and night-time hours, up to seven (7) days a week.

2.12.6 Water used to irrigate the Golf Course and/or other Club Property and water which fills the water features and water retention areas within the Club Property may be treated wastewater effluent, storm water and other ground or surface waters (the "Subject Property Waters"). The Subject Property Waters are not potable (drinkable) water and consumption of such Subject Property Waters by humans or animals may cause adverse reactions, severe illness or fatalities. The Subject Property Waters may cause objectionable odors and staining on buildings, streets, sidewalks and other real and personal properties and may cause erosion and undermining of Club Property.

2.12.7 Play on the Golf Course and driving range may cause damage to a Member, Sub-Member, Owner, Occupant or Improvements on Club Property as a result of golf balls leaving the Golf Course and golfers retrieving errant golf balls, including damage to windows and exterior areas of Improvements, automobiles and personal property of Members, Sub-Members, Owners, and Occupants, whether outdoors or within a building, and injury to persons, and may cause interference with the quiet enjoyment of the Members, Sub-Members, Owners, and Occupants.

2.12.8 Any Improvements on the Club Property, including without limitation, swimming pools, clubhouses, food and beverage facilities, restrooms, maintenance facilities, tee boxes, greens, driving range, water and sand hazards, lighting, camping areas, recreational areas, tennis courts, pickle ball courts, and course layout, may be relocated, reconfigured, eliminated, added or modified from time to time. Such relocation may additionally affect the risk associated with errant golf balls from the Golf Course, and may adversely impact Members, Sub-Members, Owners, and Occupants' views and peaceful enjoyment of the Club Property.

2.12.9 Certain areas of the Club Property may be more susceptible than others to incursions and damage by Subject Property Waters, golfers and golf balls.

2.12.10 The Club Property is subject to certain covenants, conditions, restrictions, easements and benefits contained in the Documents and the Club Documents, including easements for utilities, drainage and access that may affect the Club Property.

2.12.11 Each Member, Sub-Member, Owner, and Occupant acknowledges, understands and agrees that the existence of the Golf Course may cause inconvenience, disturbance and possible injury or damage to property and to the Members, Sub-Members, Owners and Occupants, including but not limited to: noise and odors from operations, noise from construction and maintenance equipment, noise and disturbance caused by golfers, noise and disturbance from golf tournaments, noise and disturbance from parties and functions, use of pesticides, herbicides and fertilizers on the Golf Course, view restrictions caused by planting and maturation of trees, shrubbery and Golf Course features, reduction in privacy caused by constant golf traffic, relocation of golf cart paths or removal and pruning of trees and shrubbery, and design and redesign of the Golf Course.

3. **Sub-Member Rights.**

3.1 **Rights of Sub-Members.** Each Sub-Member and its respective Immediate Family Members shall have the non-exclusive right and privilege to use the Club Property, subject to the Club Documents. Unless otherwise approved in advance and in writing by the Club Owner, only one Owner or Occupant per Lot or Condominium Unit shall be a Sub-Member. Sub-Member Rights are derived solely through VMC's Community Membership and ownership or occupancy of the Lot or Condominium Unit. Upon an Owner's conveyance of the Owner's Lot or Condominium Unit, such Owner's Sub-Member Rights shall automatically terminate and the Owner acquiring the Lot or Condominium Unit shall automatically become a Sub-Member. An Owner that leases his or her Lot or Condominium Unit automatically transfers and assigns the Owner's Sub-Membership Rights to the Occupant for the duration of the lease.

If a Lot or Condominium Unit is owned by a corporation, trust or other legal entity, or is co-owned by Owners that are not all Immediate Family Members, then the Owners shall designate one (1) Owner or Person to be the Sub-Member with respect to such Lot or Condominium Unit.

3.2 **Subordination.** This Club Declaration and Sub-Member Rights are and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner (collectively "**Encumbrance Document**"); and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. VMC, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner. Club Owner may request non-disturbance provisions be included in any Encumbrance Document, but makes no representation or guarantee that non-disturbance provisions will be included. In the event that non-disturbance provisions are not

included in an Encumbrance Document, and the Club Property is foreclosed, the rights of VMC and Sub-Members under this Club Declaration may be extinguished and foreclosed.

3.3 Rights of Third Parties to Use of the Club. In addition to the Community Membership acquired by VMC, the Club may offer Club memberships to other Persons and may offer additional membership rights to Sub-Members within the Valor Property. These memberships may include, without limitation, golf memberships, sports memberships, social memberships, corporate memberships, resort memberships, and honorary memberships. Such additional memberships and membership rights shall be set forth in the Club Membership Plan. The Club Owner may also provide access to the Club Facilities to any Person who is not a member of the Club, including for special events, tournaments, functions, parties, and Valor Property and Club sales promotion purposes and for limited access open play on the Golf Course. The Club may further be providing reciprocal Club Facilities use rights to other clubs and community members in communities developed by Declarant or an Affiliate of Declarant.

3.4 Perimeter Fencing Easement. The Club Owner hereby reserves, for the benefit of VMC and each Owner, a perpetual, non-exclusive easement extending ten feet (10') onto the Club Land from the common boundary line of any portion of the Annexable Land and/or Subject Property (each as defined in the Maintenance Covenant) for the limited purpose of allowing Owners and/or VMC, as applicable, to install, maintain, repair, and replace fencing adjacent to the Club Land.

4. Ownership and Control of the Club.

4.1 Control of Club By Club Owner: Termination Rights. The Club shall be under the complete supervision and control of Club Owner unless Club Owner designates a third party as Club Manager, in which event Club Manager shall have such supervision and control rights as granted by Club Owner to Club Manager. Club Owner may terminate this Club Declaration and any or all Club memberships, including VMC's Community Membership and the Sub-Member Rights, in its sole and absolute discretion at any time and from time to time. Upon termination of VMC's Community Membership and Sub-Member Rights, Club Owner shall pay to VMC (i) any pre-paid Club Assessments paid to Club Owner by VMC or any Owner for any time period following the effective date of the termination, less (ii) any obligations due and owing to the Club Owner from VMC or any Lot, Condominium Unit or Owner. Club Owner shall not be required to pay interest on any funds paid to VMC pursuant to this Section 4.1. Notwithstanding any term or provision herein to the contrary, during the Development Period, any termination of this Club Declaration must be approved in advance and in writing by the Declarant. Termination of this Club Declaration shall in no event require the consent of VMC or any Owner (other than Declarant during the Development Period).

4.2 Transfer of Club to Third Party. Club Owner may sell, encumber, transfer or convey the Club Property or any part thereof to any Person in its sole and absolute discretion at any time, and from time to time (the "Third Party Transfer"). A Third Party Transfer shall not require the consent or approval of any Club member, VMC, or any Owner. VMC, in its own name

and, as agent for all Owners, shall sign any documents confirming the terms of the Club Documents or compliance therewith by VMC in conjunction with a sale, encumbrance or conveyance promptly upon request of Club Owner.

4.3 Right of Club Owner to Transfer to VMC. In Club Owner's sole discretion, Club Owner (including any Club Owner pursuant to a Third Party Transfer as provided in Section 4.2 above) shall have the right, but not the obligation, at any time and from time to time, to transfer the Club Property, or any portion thereof, to VMC, and VMC shall have the obligation to accept such transfer without payment of any purchase price (the "Transfer Right"). Such Transfer Right may be exercised by written notice to VMC (the "Transfer Notice"), in the form attached hereto as Exhibit "B", which Transfer Notice shall be delivered by professional overnight courier to VMC at such address as may be designated by VMC from time to time in writing. Club Owner shall convey to VMC and VMC shall accept the conveyance of the Club Property, or any portion thereof, from Club Owner within sixty (60) days of delivery of Club Owner's Transfer Notice. The conveyance of the Club Property, or any portion thereof, shall occur in accordance with the terms of Section 4.5 below. In the event Club Owner transfers the Club Property, or any portion thereof, to VMC, VMC shall accept title subject to any ground lease, equipment lease or other encumbrance, and any renewals, modifications and extensions thereof, now or hereafter placed on the Club Property, or the portion of the Club Property transferred to VMC, by Club Owner, together with easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities, but free and clear of any mortgage on the Club Land or the portion thereof transferred to VMC. No such transfer shall require the consent or approval of any Club member, VMC, or any Owner.

4.4 Documentation of Transfer.

4.4.1 Documentation from Club Owner. In the event that the Club Property, or any portion thereof, is transferred to VMC pursuant to the provisions of Section 4.3 above, Club Owner shall be obligated to deliver the following: a quit claim deed for the Club Land being transferred to VMC, a quit claim bill of sale respecting the personal property comprising the Club Facilities being transferred to VMC, an assignment of any leases, contractual obligations, licenses, permits and authorizations used exclusively in connection with the portion of the Club being transferred to VMC, an assignment of any alcoholic beverage license used exclusively in connection with the portion of the Club being transferred to VMC (subject to all state requirements for such transfer), if any, an owner's standard form title insurance policy respecting the Club Land being transferred to VMC in an amount equal to the full cash value of the Club Land being transferred to VMC as determined by the Ada County Assessor's office, a closing statement and all affidavits and other documents required by the title insurance company to effect the transfer of the Club Property or portion thereof to VMC.

4.4.2 Documentation from VMC. In the event that the Club Property, or any portion thereof, is transferred to VMC pursuant to the provisions of Section 4.3 above, then at the time that the Club Property, or any portion thereof, is transferred to VMC, VMC shall be obligated to deliver the following: an acceptance of assignment of Club contracts, leases, licenses

and permits pertaining exclusively to the portion of the Club Property transferred to VMC, assumption of Club liabilities pertaining exclusively to the portion of the Club Property transferred to VMC, a general release of Club Owner in the form attached hereto as Exhibit "C" and all affidavits and other documents required by the title insurance company or Club Owner to effect the transfer of the Club Property, or any portion thereof, and assumption by VMC of Club Owner's obligations with respect to the Club Property transferred to VMC.

4.5 Transfer of Control. The conveyance of the Club Property, or any portion thereof, to VMC pursuant to Section 4.3 above shall be subject to the Club Documents and Recorded easements, restrictions, reservations, conditions, limitations and declarations, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. VMC shall be deemed to have assumed and agreed to comply with and fund all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club Property transferred to VMC, other than those portions of any obligations accruing before the date of closing of the transfer. VMC shall, and does hereby, indemnify and hold Club Owner and harmless on account thereof. VMC shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. VMC shall execute all forms necessary for transfer of the alcoholic beverage license (if any) used in connection with the Club Property transferred to VMC. The transfer of the Club Property, or any portion thereof, to VMC may be deemed a taxable event for VMC, in which event VMC and the Club Owner (subject to the Club Owner's review and approval of the calculation of VMCs' income tax liability), shall share equally in the cost of any applicable income tax impact. Upon acquisition of the Club Property, or any portion thereof, by VMC pursuant to Section 4.3 above, VMC shall have the right to limit or cease operation of any portion of the Club Property transferred to VMC. Club Property shall be conveyed in "AS IS/WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

4.6 Easements. The Club Owner reserves the right to grant easements over and across the Club Property third parties including but not limited to VMC, the Declarant, public and private utility companies, state or federal agencies, or local municipalities in its sole and absolute discretion. The Club Owner may grant franchises, concessions and additional easements to any Person(s) on all or part of the Club Property and shall be entitled to all income derived therefrom. Club Owner may rent or license the use of all or any part of the Club Property to any Person(s) and shall be entitled to all income derived therefrom.

4.7 Club Owner Development Rights. Club Owner disclaims any warranty or representation as to the adequacy or fitness of the Club Property for its intended purpose. Club Owner shall have the unequivocal right, subject to Applicable Law, to develop, operate, maintain and market the Club Property, including without limitation, the right to: (i) develop, construct and reconstruct, in whole or in part, the Club Property, and make any additions, alterations, improvements, or changes thereto; (ii) place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Land for sales, construction storage, or other

purposes; (iii) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Land in connection with the development or construction of the Club Property, or maintenance of the Club Property; (iv) post, display, inscribe or affix to the exterior of the Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of the Valor Property, including the Lots and Condominium Units; (v) conduct commercial activities within the Club Property deemed necessary, profitable and/or appropriate by Club Owner; and (vi) excavate fill from any lakes or waterways within the Club Land, store fill within the Club Land, and remove and/or sell excess fill; and grow or store plants and trees within the Club Land and use and/or sell excess plants and trees.

5. **Club Assessments.** Club Assessments will be levied against Lots and Condominium Units in amounts established by the Club Owner pursuant to the Club Documents and Article 7 and Article 8 of the Covenant. Each Owner or prospective purchaser of a Lot or Condominium Unit should review Article 7 and Article 8 of the Covenant. Each Owner shall be personally obligated to pay Club Assessments to VMC and/or an Association (or directly to the Club Owner if requested in writing by the Club Owner in accordance with Section 7.01(c) or Section 8.01(c) of the Covenant). Club Assessments shall be paid on date established by Club Owner, without setoff or deduction. Additions to and deletions from the Club Property may cause an increase or decrease in the Club Assessments payable with respect to each Lot or Condominium Unit. Additionally, Club Assessments may vary for Lots and Condominium Units based on the Sub-Member Rights reserved for the Owner of a particular Lot or Condominium Unit.

5.1 **Special Use Fees.** In addition to the Club Assessments described in the Covenant, Club Owner shall have the right to establish from time to time, specific service and/or use fees and charges ("Special Use Fees"), for which one or more Members or Sub-Members (but less than all Members and Sub-Members) are subject, including greens fees, cart fees, trail fees, food and beverage charges, equipment and merchandise charges, spa service charges, locker rentals, tennis court fees, cabana fees, lodging fees, use of special services, rental of facilities, catering, and tickets for shows, special events, or performances held in the Club Facilities, and the use of vending machines, video arcade machines and entertainment devices. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Assessments payable by Members. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such rules and regulations as to entitlement of the tickets as Club Owner deems necessary.

5.2 **Additional Club Assessments.** If a Member or Sub-Member, his or her guests, invitees, licensees, occupant, agents, servants or employees do anything that increases the cost of maintaining or operating the Club, or cause damage to any part of the Club Property, Club Owner may levy additional Club Assessments (the "Additional Club Assessments") against VMC, the Sub-Member, and/or any other applicable Member. In the event such Additional Club Assessments are levied against VMC, VMC shall levy such Additional Club Assessments against the responsible Owner in the amount necessary to pay the Additional Club Assessments.

5.3 Perpetual; Not Conditional. Each Owner's obligation to pay Club Assessments shall be perpetual and shall remain in full force and effect regardless of whether the Owner's Dwelling is occupied, destroyed, renovated, torn down, replaced, rebuilt or leased or whether or not the Owner utilizes its Sub-Member Rights.

5.4 Multiple Lots. If an Owner owns more than one Lot or Condominium Unit, the Owner shall be responsible for paying Club Assessments for each Lot or Condominium Unit owned by such Owner in accordance with the terms and conditions set forth herein.

5.5 Excuse or Postponement. Club Owner may, with the advance written consent of the Declarant during the Development Period, (i) exempt any Lot or Condominium Unit from Club Assessments; (ii) delay the levy of Club Assessments against any Lot or Condominium Unit; or (iii) reduce the levy of Club Assessments against any Lot or Condominium Unit. In the event Club Owner elects to delay or reduce Club Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a written instrument.

5.6 Club Owner Exemption. Under no circumstances shall Club Owner be required to pay Club Assessments.

5.7 Commencement of First Charges. The obligation to pay Club Assessments shall commence as to each Owner on the date the Owner acquires the Lot or Condominium Unit. Notwithstanding any term or provision herein to the contrary, as to any Lot or Condominium Unit owned by Declarant, a Homebuilder, or Residential Developer, the obligation to pay Club Assessments shall not commence until a certificate of occupancy has been issued for the Dwelling constructed on the Lot or Condominium Unit and either of the following conditions are met: (i) the Lot or Condominium Unit (other than Lots or Condominium Units being used as model homes, sales, or development offices) is not being marketed for sale to third parties; or (ii) the Dwelling on the Lot or Condominium Unit is occupied for residential purposes. For purposes of this Section, a Dwelling is deemed "occupied" if it is occupied for any duration whatsoever, no matter the length, except for occupancy as a model home or sales or development office in the ordinary course of development and marketing by Declarant, a Homebuilder, or Residential Developer. Upon the date an Owner's obligation to pay Club Assessments commences, the Owner shall pay the Entry Fee and a pro-rated amount of other applicable Club Assessments, as further set forth in the Club Documents.

5.8 Obligation to Pay Taxes. Each Owner shall pay all taxes, assessments and obligations relating to such Owner's Lot or Condominium Unit, which if not paid could become a lien against the Lot or Condominium Unit. Upon failure of a Sub-Member to pay the taxes, assessments, and obligations required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Assessments payable by such Sub-Member. VMC shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Assessments to Club Owner. Currently, sales tax is payable on the entire amount of Club

Assessments. All such applicable sales, use or similar taxes shall be included in the charges billed to VMC by Club Owner.

5.9 No Right to Withhold Payment. Each Owner agrees that such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due hereunder.

5.10 Statement of Account Status. Pursuant to Section 10.01 of the Covenant, upon receiving written request from an institutional holder, insurer, or guarantor of a first Mortgage, VMC is obligated to deliver to the requesting party a statement setting forth the amount of any delinquency in the payment of assessments or charges owed for the applicable Lot or Condominium Unit (including any Club Assessments). Issuance of such a statement in error by VMC shall not relieve VMC from payment to Club Owner of the correct amount of Club Assessments. VMC shall also be obligated to provide to the Club Owner any information Club Owner may reasonably require or request in order to enforce the Club Owner's rights under the Covenant and this Club Declaration.

5.11 Non-Payment. If any Club Assessments are not paid to the Club Owner by VMC or the Owner, as applicable, by the due date applicable thereto, the Owner responsible for the payment may be required by the Club Owner, at the Club Owner's election at any time and from time to time, to pay a late charge in such amount as the Club Owner may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Club Assessment against the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Club Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.12 Creation of Lien; Personal Obligation. Pursuant to Section 7.01(b) and Section 8.01(b) of the Covenant, each Club Assessment, together with such interest thereon and costs of collection thereof, is a personal obligation of the Owner of the Lot or Condominium Unit against which the Club Assessment is levied, and is secured by a lien granted and conveyed by Declarant to the Club Owner against the Lots and Condominium Units. The Club Owner may enforce payment of Club Assessments in accordance with the provisions of the Covenant, this Club Declaration, and Applicable Law. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Club Assessments thereafter becoming due or from the lien associated therewith.

5.13 Right to Direct Bill Sub-Member. Club Owner shall have the right to designate who shall collect any or all monies due Club Owner under this Club Declaration, and such right shall be perpetual. Notwithstanding any contrary provision of this Club Declaration, in the event of non-payment by VMC of any Club Assessments due from a Sub-Member, the Club Owner shall have the right, in its sole discretion, to: (i) collect such amounts from the Sub-Member

directly; or (ii) collect such amounts from VMC or an Association pursuant to Section 7.01 and Section 8.01 of the Covenant.

6. **General Restrictions.** Club Owner has adopted the following general restrictions governing the use of the Club Property. Each Member, Sub-Member, Immediate Family Member and other Person entitled to use the Club Facilities shall comply with following general restrictions:

6.1 **Responsibility for Personal Property and Persons.** Each Member and Sub-Member assumes sole responsibility for the health, safety and welfare of such Member and Sub-Member, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Member and Sub-Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members or Sub-Members.

6.2 **Cars and Personal Property.** The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Property. Without limiting the foregoing, any Person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any Person entering the Club Property assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center, on bicycles, or within cars and wallets, books and clothing left in the pool area. The Club reserves the right to establish standards as it relates to unattended vehicles or access for large and recreational vehicles.

6.3 **Activities.** Any Member, Sub-Member, Immediate Family Member, guest or other Person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Owner, either on or off the Club Property, shall do so at their own risk. Each Member and Sub-Member shall be liable for any property damage and/or personal injury upon the Club Property, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by such Member or Sub-Member, Immediate Family Member or guest. No Member or Sub-Member may use the Club Property for any club, society, party, religious, political, charitable, fraternal, civil, fund- raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

6.4 **Property Belonging to the Club Owner.** Property or furniture belonging to the Club Owner shall not be removed from the room in which it is placed or from the Club Facilities without the express written consent of the Club Owner.

6.5 **Indemnification Regarding Use of Club.** In addition, each Member, Sub-Member, Immediate Family Member and guest agrees, to the greatest extent provided by Applicable Law, to indemnify and hold harmless Declarant, Club Owner and Club Manager, their officers, partners, agents, employees, authorized agents, Affiliates, directors and attorneys (collectively, "Indemnified Parties") for, from, and against all actions, injury, claims, loss, liability,

damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, arising out of or relating to the use of the Club, including use of the Club Property by Members, Sub-Members, Immediate Family Members and their guests, or the interpretation of the Club Documents and for, from and against any act or omission of any of the Indemnified Parties, but excluding, Losses caused by the gross negligence or willful misconduct of the Indemnified Party. Losses shall include the deductible payable under any of the Indemnified Parties' applicable insurance policies. The terms of this Section shall survive termination of this Club Declaration.

7. **Suspension of Rights for Violation of Club Documents.**

7.1 **Basis For Suspension.** The membership rights of a Member or Sub-Member Rights may be suspended by the Club Owner if, in the sole judgment of Club Owner:

- (i) such Person is not an Owner or an Occupant or is not otherwise entitled to exercise its Sub-Member Rights hereunder or does not otherwise qualify as a Sub-Member or Member;
- (ii) the Member or Sub-Member or any of their guests, invitees, Occupants, or Immediate Family Members violates one or more of the Club Documents;
- (iii) the Member or Sub-Member fails to timely pay any Club Assessments; or
- (iv) the Member or Sub-Member or any of their guests, invitees, Occupants, or Immediate Family Members has injured, harmed or threatened to injure or harm any Person on the Club Property, or harmed, destroyed or stolen any personal property within the Club Property.

7.2 **Types of Suspension.** Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's or Sub-Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the Sub-Member Rights of an Occupant if the Owner of the leased Dwelling fails to pay Club Assessments levied against the Owner's Lot or Condominium Unit. In addition, Club Owner may suspend some privileges while allowing a Member or Sub-Member to continue to exercise other membership rights. For example, Club Owner may suspend the rights of a particular Member, Sub-Member (and/or Immediate Family Member) or may prohibit a Member, Sub-Member (and/or Immediate Family Member) from using a portion of the Club Property. No Member or Sub-Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Assessments. During the restriction or suspension, Club Assessments shall continue to accrue.

8. **Risk of Loss.** Club Owner shall not be liable for, from and against, and the Members and Sub-Members assume all risks that may occur by reason of, any condition or occurrence, including damage to the Club Property on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club Property, or from any act of negligence of any other Person, or fire, or tornado, or other act of God, or from any cause whatsoever, occurring after the date of the Recording of this Club Declaration. Neither VMC nor any Sub-Member shall be entitled to cancel this Club Declaration on account of any such occurrence, nor shall there be any abatement in payment of Club Assessments, nor any refund of Club Assessments during the casualty or reconstruction unless substantially all portions of the Club Property (excluding the Golf Course) are not available for use during the casualty or reconstruction for a period in excess of sixty (60) days.

9. **Indemnification and Release of Club Owner.** VMC and each Sub-Member, Occupant and Immediate Family Member covenant and agree to indemnify, defend and hold harmless Club Owner, their respective officers, directors, shareholders, and any related Persons or corporations and their employees, attorneys, agents, officers and directors for, from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Benefited Common Areas, Valor Property, or other property encumbered by the Covenant, or resulting from or arising out of activities or operations of VMC or Sub-Members, Occupants and Immediate Family Members, and for, from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising out of or relating to any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and for, from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Declaration.

10. **Estoppel Certificates.** VMC shall, for itself and as authorized representative of the Owners, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Declaration is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Declaration, as so modified, is in full force and effect) and the date to which the Club Assessments are paid; and (b) acknowledging that there are not, to VMC's knowledge, any uncured defaults by VMC, Club Owner or Owners with respect to this Club Declaration or the provisions of the Covenant pertaining to the Club. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. VMC's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Declaration is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; (2) that there are no uncured defaults; and (3) that the Club Assessments have been paid as stated by Club Owner.

11. **No Waiver.** The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of this Club Declaration or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made hereunder, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to VMC or a Sub-Member) shall be effective unless made by Club Owner in writing.

12. **Mandatory Dispute Resolution Procedures.** Any controversy, dispute, or claim (collectively, "Dispute") between Club Owner (including Club employees and Club Manager) and Declarant or VMC, Members (other than VMC), Sub-Members, Occupants, or Immediate Family Members arising out of or relating to the Club, Club membership, or Sub-Member Rights in the Club, use of Club Property, personal or property damage, including injury or death, on Club Property or caused in whole or in part by Club employees, Members, Sub-Members, Immediate Family Members or Club guests, Club operations, and the provisions of the Club Documents shall be governed by the mandatory dispute resolution procedures set forth below. Owners, Members (other than VMC), Sub-Members, Occupants and Immediate Family Members (collectively, "Sub-Member Parties") shall have no direct rights to bring a Dispute against Club Owner, but must request VMC prosecute a Dispute on the Sub-Member Parties' behalf. VMC shall prosecute Disputes on behalf of requesting Sub-Member Parties, provided the Sub-Member Parties agree to reimburse VMC for its costs, including attorneys' fees, incurred in prosecuting the Dispute and pays VMC a reasonable retainer as an advance on such costs, absent which agreement and funding, the Sub-Member Parties will be deemed to have waived and released its Dispute.

12.1 **Notice.** In the event that Club Owner, Declarant, VMC (directly or on behalf of a Sub-Member Parties), Member, Occupant, Immediate Family Member has a Dispute (the "Claimant"), the Claimant shall notify the applicable party (the "Notified Party") in writing of the Dispute, which writing shall describe the nature of the Dispute and any proposed remedy (the "Claim Notice").

12.2 **Preliminary Meeting.** Within a reasonable period after receipt of the Claim Notice, which period shall not exceed sixty (60) days, the Notified Party and the Claimant shall meet at the Club Property to discuss the Dispute. The parties shall negotiate in an attempt to resolve the Dispute.

12.3 **Mediation.** If the parties to the Dispute fail to resolve the Dispute by negotiation within ninety (90) days after delivery of the Claim Notice, the matter shall be submitted to mediation pursuant to the Mediation Rules of the American Arbitration Association (except as such procedures are modified by these provisions). The Claimant who delivered the

Claim Notice shall have until one hundred twenty (120) days after the date of delivery of the Claim Notice to submit the Dispute to mediation. If the Claimant who delivered the Claim Notice fails to timely submit the Dispute to mediation, then the Dispute of the Claimant who delivered the Claim Notice shall be deemed waived and abandoned and all applicable parties shall be relieved and released from any and all liability relating to the Dispute. No Person shall serve as a mediator in any Dispute in which the Person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. No litigation or other action shall be commenced against the Notified Party or any applicable party without complying with the procedures described above.

12.3.1 Position Memoranda; Pre-Mediation Conference. Within ten (10) days of the selection of the mediator, each party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in the Club Facilities or such other place as is mutually acceptable by the parties.

12.3.2 Conduct of Mediation. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute, consistent with the mediation rules applicable to the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties.

12.3.3 Exclusion Agreement. Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

12.3.4 Parties Permitted at Sessions. Persons other than the parties, the representatives and the mediator may attend mediation sessions only with the permission of both parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall be confidential. There shall be no stenographic record of the mediation process.

12.3.5 Mediation Expenses. All expenses of the mediation, including the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof or expert advice produced at the direct request of the mediator shall be borne equally by the

parties unless they agree otherwise. Each party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

12.4 Arbitration. Should mediation not be successful in resolving any Dispute, then the Claimant who delivered the Claim Notice shall have ninety (90) days after the date of termination of the mediation to submit the Dispute to binding arbitration. If timely submitted, such Dispute shall be resolved by binding arbitration in accordance with the Consumer Arbitration Rules of the American Arbitration Association. If the American Arbitration Association adopts or publishes rules applicable to Club disputes, such rules shall govern any arbitration proceedings between the parties. If the Claimant who delivered the Claim Notice fails to timely submit the claim to arbitration within the ninety (90) day period, then the Dispute of the Claimant who delivered the Claim Notice shall be deemed waived and abandoned and the other party shall be relieved and released from any and all liability relating to the Dispute. A Claimant with any Dispute may only submit such Dispute in arbitration on such Person's own behalf. No Claimant may submit a Dispute in arbitration as a representative or member of a class, and no Dispute may be arbitrated as a class action. All parties and any Claimant submitting a Claim Notice, agree that all Disputes that are not resolved by negotiation or mediation shall be resolved exclusively by arbitration conducted in accordance with this Section, and waive the right to have the Dispute resolved by a court, including the right to file or participate in a legal action as the representative or member of a class or in any other representative capacity. The parties shall cooperate in good faith to attempt to cause all necessary and appropriate parties to be included in the arbitration proceeding. Except as provided in this Section, the arbitrator shall have the authority to try all issues, whether of fact or law.

12.4.1 Place. The proceedings shall be heard at the Club Property or such other location mutually agreeable to all parties.

12.4.2 Arbitrator. A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the Club Owner with experience in relevant club matters. The arbitrator shall not have any relationship to the parties or interest in the Valor Property. The parties to the Dispute shall meet to select the arbitrator within ten (10) days after service of the demand for arbitration on all respondents named therein.

12.4.3 Commencement and Timing of Proceeding. The arbitrator shall promptly commence the proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay.

12.4.4 Pre-hearing Conferences. The arbitrator may require one or more pre-hearing conferences.

12.4.5 Discovery. The parties shall be entitled only to limited discovery, consisting of the exchange between the parties of only the following matters: (a) witness lists; (b) expert witness designations; (c) expert witness reports; (d) exhibits; (e) a maximum of two

depositions per party, and (f) hearing briefs. Any other discovery shall be permitted by the arbitrator upon a showing of extenuating circumstances with the direction to the arbitrator that the granting of additional discovery is discouraged by the parties. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

12.4.6 Motions. The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summarily issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

12.4.7 Arbitration Award. Unless otherwise agreed by the parties, the arbitrator shall render a written arbitration award within thirty (30) days after conclusion of the arbitration hearing. The arbitrator's award may be enforced as provided for by Applicable Law.

12.4.8 Arbitration Expenses. The arbitrator may award the prevailing party in the proceeding all or a part of such party's reasonable attorneys' fees and expert witness fees, taking into account the final result of arbitration, the conduct of the parties and their counsel in the course of the arbitration, and other relevant factors. The arbitrator shall not award any punitive damages. The arbitrator shall not award indirect, consequential or special damages regardless of whether the possibility of such damage or loss was disclosed to, or reasonably foreseen by the party against whom the claim is made. The arbitrator shall assess the costs of the proceedings (including the fees of the arbitrator) against the non-prevailing party.

13. WAIVER. NOTICE: BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY OWNERSHIP INTEREST IN ANY PORTION OF THE VALOR PROPERTY, EACH PERSON, ON BEHALF OF HIMSELF, HIS IMMEDIATE FAMILY MEMBERS, HIS OCCUPANTS, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS (COLLECTIVELY, THE "OWNER PARTIES"), AGREES TO HAVE ANY DISPUTE RESOLVED ACCORDING TO THE PROVISIONS OF THIS SECTION 13 AND WAIVES THE RIGHT TO PURSUE ANY DISPUTE IN ANY MANNER OTHER THAN AS PROVIDED IN THIS SECTION 13. SPECIFICALLY, AND WITHOUT LIMITATION, EACH OF THE OWNER PARTIES WAIVES THE RIGHT TO SUBMIT A DISPUTE IN ARBITRATION AS A REPRESENTATIVE OR MEMBER OF A CLASS AND TO HAVE SUCH DISPUTE ARBITRATED AS A CLASS ACTION AND ALSO WAIVES THE RIGHT TO HAVE THE DISPUTE RESOLVED BY A COURT, INCLUDING THE RIGHT TO FILE A LEGAL ACTION AS THE REPRESENTATIVE OR MEMBER OF A CLASS OR IN ANY OTHER REPRESENTATIVE CAPACITY. EACH OF THE OWNER PARTIES, VMC, DECLARANT AND CLUB OWNER ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL DISPUTES AS PROVIDED IN THIS SECTION 13. THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH DISPUTES TRIED BEFORE A JURY. EACH OF THE OWNER PARTIES, VMC, EACH OWNER, DECLARANT AND CLUB OWNER FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A DISPUTE. BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY OWNERSHIP INTEREST IN ANY PORTION OF THE VALOR

PROPERTY, EACH OF THE OWNER PARTIES HAS VOLUNTARILY ACKNOWLEDGED THAT HE IS GIVING UP ANY RIGHTS HE MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A DISPUTE.

14. **RELEASE.** BEFORE ACCEPTING A DEED TO A LOT OR CONDOMINIUM UNIT, EACH OWNER HAS BEEN ADVISED BY DECLARANT OR ITS AFFILIATES TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE CLUB DOCUMENTS. BY ACCEPTANCE OF A DEED TO A LOT OR CONDOMINIUM UNIT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT OR CONDOMINIUM UNIT THAT THE CLUB DOCUMENTS ARE VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THE CLUB DOCUMENTS IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB DECLARATION, EACH OWNER, ON BEHALF OF THE OWNER PARTIES, DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH EACH OF THE OWNER PARTIES MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF EACH OF THE OWNER PARTIES HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THE CLUB DOCUMENTS. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY APPLICABLE LAW.

15. **Amendment and Term**

15.1 **Modification by Declarant.** During the Development Period, Declarant shall have the right to add or remove Lots and Condominium Units from the Valor Property by Recording a Social Club Sub-Member Designation in accordance with Section 4.01 of the Covenant or Recording an amendment to any Mandatory Social Club Sub-Member Designation. Any such amendment shall not require the joinder or consent of any Person.

15.2 **Approval Rights.** Notwithstanding any other provision herein to the contrary, (i) no amendment to this Club Declaration shall affect the rights of Declarant or Club Owner unless such amendment receives the prior written consent of Declarant and/or Club

Owner, as applicable, which may be withheld for any reason whatsoever, and (ii) during the Development Period, any amendment to this Club Declaration must be approved in writing by the Declarant. It is specifically agreed, declared and provided that the consent or execution of any instrument by Members or Sub-Members shall not be required in connection with any amendment of this Club Declaration.

15.3 Amendment by Club Owner. Club Owner shall have the right to amend this Club Declaration as it deems appropriate, without the joinder or consent of any Person whatsoever, except as provided in Section 15.1 above. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of the Valor Property to this Club Declaration by Recorded amendment. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of the Valor Property from the benefit and encumbrance of this Club Declaration. Each Owner, Member, and Sub-Member agrees that such Owner has no vested rights under current case law or otherwise with respect to any provision in this Club Declaration.

15.4 Term. This Club Declaration shall be perpetual in duration unless terminated as provided herein. All indemnification obligations set forth in this Club Declaration shall survive the termination hereof. In no event shall any such termination be effective unless and until it is Recorded.

If any interest purported to be created by this Club Declaration is challenged under the rule against perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (i) those that would be used in determining the validity of the challenged interest, plus (ii) those of the issue of the President of the United States, who are living at the time the period of perpetuities starts to run on the challenged interest.

16. Miscellaneous.

16.1 Right to Post Notices. VMC and Declarant shall each have the right to post notices regarding meetings of the board of directors of VMC or members of VMC, any other property owners' association having jurisdiction over all or any portion of the Valor Property and any other notices required by Applicable Law, at a designated location within the Club Facilities which is visible to all Sub-Members without charge, which location shall be approved by the Club Owner.

16.2 Severability. Invalidation of any of the provisions of this Club Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Club Declaration shall remain in full force and effect. If any provision herein is adjudged or deemed to be invalid or unenforceable as written by reason of any Applicable Law, then a court or the Club Owner, as applicable, may interpret, construe, rewrite or revise such provision to the

fullest extent allowed by law, so as to make such provision valid and enforceable. Such modification shall not serve to extinguish any restriction not adjudged or deemed to be unenforceable.

16.3 Notices. Any notice required to be sent to any Person under the provisions of this Club Declaration shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

16.4 Headings. The headings within this Club Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

16.5 Relationship of Declarant and Club Owner. Notwithstanding that Club Owner and Declarant may be the same party, Affiliates or related parties from time to time, VMC and each Owner acknowledges that Club Owner and Declarant shall not be considered one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to VMC or Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

16.6 Interpretation of Club Documents. The Club Owner will have the authority and power to determine the interpretation or construction of this Club Declaration and the other Club Documents, or any parts hereof, which may be in conflict or of doubtful meaning, and their decision will be final and conclusive, so long as consistent with Applicable Law and approved in advance and in writing by Declarant during the Development Period.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF Club Owner and Declarant have caused this Club Declaration to be duly executed as of the 26th day of SEPTEMBER, 20 22.

CLUB OWNER:

FALCON CREST CLUB PARTNERS, LLC,
a Delaware limited liability company

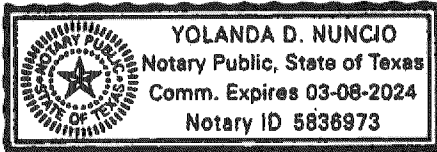
By: FC Club Group, LLC
a Delaware limited liability company

Its: Managing Member

By: *Douglas Howe*
Name: Douglas Howe
Its: Vice President

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me on 26th day of September, 20 22, by Douglas Howe, Vice President of FC Club Group, LLC, a Delaware limited liability company, Managing Member of FALCON CREST CLUB PARTNERS, LLC, a Delaware limited liability company, on behalf of said entity.




Notary: *Yolanda D. Nuncio*
Print Name: Yolanda D. Nuncio
Notary Public, State of Texas
My commission expires: 3-8-24

DECLARANT:

M3 ID Falcon Crest, LLC,
an Arizona limited liability company

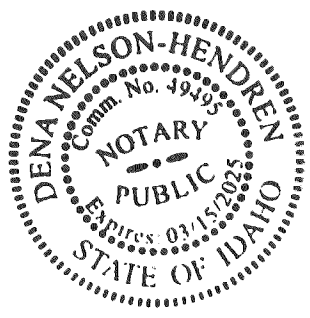
By: M3 Builders, L.L.C.,
an Arizona limited liability company
its Manager

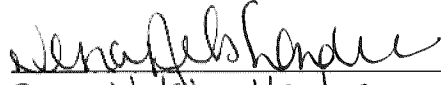
By: The M3 Companies, L.L.C.,
an Arizona limited liability company
its sole member

By: 
William I. Brownlee, Manager

STATE OF Idaho)
)
COUNTY OF Ada)

This instrument was acknowledged before me on 22nd day of September, 2022, by William I. Brownlee, Manager of The M3 Companies, L.L.C., an Arizona limited liability company, sole member of M3 Builders, L.L.C., an Arizona limited liability company, Manager of M3 ID Falcon Crest, LLC, an Arizona limited liability company, on behalf of said limited liability companies.



Notary: 
Print Name: Dena Nelson-Hendren
Notary Public, State of Idaho
My commission expires: 3.15.2025

JOINDER

VALOR MAINTENANCE CORPORATION, an Idaho nonprofit corporation, does hereby join in the foregoing Club Declaration and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22nd day of September, 2022.

VALOR MAINTENANCE CORPORATION,
an Idaho nonprofit corporation

By: [Signature]

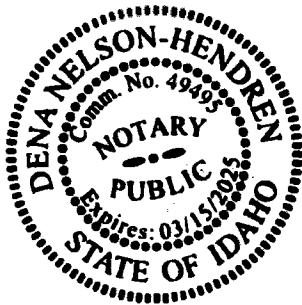
Name: Mark Tate

Its.: Director

STATE OF Idaho)

COUNTY OF Ada)

This instrument was acknowledged before me on 22nd day of September, 2022, by Mark Tate, Director of VALOR MAINTENANCE CORPORATION, an Idaho nonprofit corporation, on behalf of said entity.



Notary: [Signature]

Print Name: Dena Nelson-Hendren

Notary Public, State of Idaho

My commission expires: 3.15.2025

EXHIBIT "A"
DESCRIPTION OF THE CLUB LAND

[ATTACHED]

EXHIBIT A
Description of the Club Land



J-U-B ENGINEERS, INC.

J U B COMPANIES



THE
LANDON
GROUP



GATEWAY
MAPPING
INC.

FALCON CREST PROPERTY
GOLF COURSE
LEGAL DESCRIPTION

Those portions of Section 15 and the North Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00°42'47" East, 2650.93 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the Northwest Quarter of said Section 22; Thence continuing along said easterly right-of-way line, North 00° 42' 27" East, 1141.69 feet to the POINT OF BEGINNING;

Thence along said easterly right-of-way line North 00° 42' 27" East, 1510.79 feet to the south line of said Section 15;

Thence continuing along said easterly right-of-way line, North 00° 01' 55" West, 1188.45 feet to the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;

Thence along the south line of said lands, North 89° 58' 05" East, 377.00 feet;

Thence along the east line of said lands, North 00° 01' 55" West, 450.00 feet;

Thence along the north line of said lands, South 89° 58' 05" West, 377.00 feet to said easterly right-of-way line;

Thence departing from said north line and along said easterly right-of-way line, North 00° 01' 55" West, 168.61 feet;

Thence along the northerly line of Parcel 1 as described in said Warranty Deed to ACHD, South 77° 30' 17" West, 49.16 feet to the west line of said Section 15;

Thence along said west line, North 00° 01' 55" West, 53.25 feet to the centerline of the New York Canal;

Thence departing from said west line and along said centerline the following three (3) courses:

North 77° 31' 13" East, 489.16 feet to the beginning of a curve;

Thence along said curve to the left an arc length of 369.58 feet, having a radius of 1198.00 feet, a central angle of 17° 40' 31", a chord bearing of North 68° 40' 57" East and a chord length of 368.11 feet;

Thence North 59° 50' 41" East, 584.99 feet to the west line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence departing from said centerline and along said west line, South 00° 02' 48" West, 73.35 feet;

Thence departing from said west line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049803, Ada County Records, the following four (4) courses:

FALCON CREST PROPERTY / GOLF COURSE

LEGAL DESCRIPTION

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J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDMARK GROUP



Gateway Mapping Inc.

North 60° 34' 50" East, 174.04 feet;
 Thence North 54° 35' 20" East, 154.96 feet;
 Thence North 59° 04' 10" East, 141.05 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 188.25 feet, having a radius of 930.00 feet, a central angle of 11° 35' 52", a chord bearing of North 64° 52' 05" East and a chord length of 187.93 feet to the north line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence departing from said north line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049801, Ada County Records, the following four (4) courses:

Along a curve to the right an arc length of 222.86 feet, having a radius of 930.00 feet, a central angle of 13° 43' 49", a chord bearing of North 77° 31' 55" East and a chord length of 222.33 feet;
 Thence North 84° 23' 50" East, 201.72 feet;
 Thence North 82° 24' 56" East, 132.20 feet;
 Thence North 80° 20' 01" East, 212.66 feet to the east line of the Northwest Quarter of said Section 15;

Thence along said east line, South 00° 07' 26" West, 120.88 feet to the center quarter corner of said Section 15;
 Thence along the north line of the South Half of said Section 15, South 89° 59' 39" East, 332.99 feet to the northeast corner of the West Half of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 15;
 Thence along the east line of said W1/2 W1/2 NW1/4 SE1/4, South 00° 10' 22" West, 1319.10 feet to the southeast corner of said W1/2 W1/2 NW1/4 SE1/4;
 Thence along the north line of the South Half of the Southeast Quarter of said Section 15, South 89° 59' 18" East, 2323.44 feet to the northeast corner of said S1/2 SE1/4;
 Thence along the east line of said S1/2 SE1/4, South 00° 29' 55" West, 1319.35 feet to the northeast corner of said Section 22;
 Thence along the east line of said Section 22, South 00° 47' 22" West, 1813.51 feet;
 Thence departing from said east line, N 89°12'38" W, 119.77 feet;
 Thence N 83°28'44" W, 130.37 feet;
 Thence N 44°29'04" W, 92.76 feet;
 Thence N 16°43'58" W, 98.88 feet;
 Thence N 61°57'07" W, 643.62 feet;
 Thence N 89°45'21" W, 227.76 feet;
 Thence S 39°08'01" W, 112.48 feet;
 Thence S 60°44'52" W, 257.72 feet;
 Thence S 73°47'12" W, 280.36 feet;
 Thence N 82°52'12" W, 230.04 feet;

FALCON CREST PROPERTY / GOLF COURSE
 LEGAL DESCRIPTION

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J-U-B ENGINEERS, INC.

J U B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Thence N 27°45'48" W, 93.39 feet;
 Thence N 06°41'45" E, 119.66 feet;
 Thence N 43°41'56" E, 104.58 feet;
 Thence N 77°08'32" E, 193.58 feet;
 Thence N 35°17'36" E, 121.14 feet;
 Thence N 60°16'39" E, 290.62 feet;
 Thence N 70°49'23" E, 183.52 feet;
 Thence S 83°56'09" E, 438.93 feet;
 Thence S 69°59'06" E, 217.85 feet;
 Thence S 38°29'58" E, 99.27 feet;
 Thence N 84°01'47" E, 80.15 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 50.55 feet, having a radius of 175.00 feet, a central angle of 16°32'59", a chord bearing of N 10°26'49" E and a chord length of 50.37 feet;
 Thence N 18°43'18" E, 559.23 feet;
 Thence N 09°31'23" W, 226.99 feet;
 Thence N 73°33'18" W, 75.31 feet;
 Thence N 15°22'51" W, 230.93 feet;
 Thence N 36°57'46" W, 227.86 feet;
 Thence N 49°39'46" W, 797.23 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 199.89 feet, having a radius of 75.00 feet, a central angle of 152°42'18", a chord bearing of N 22°26'51" E and a chord length of 145.76 feet;
 Thence S 81°12'00" E, 281.13 feet;
 Thence S 50°24'06" E, 376.48 feet;
 Thence S 63°12'37" E, 232.73 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 122.49 feet, having a radius of 175.00 feet, a central angle of 40°06'11", a chord bearing of S 43°09'32" E and a chord length of 120.00 feet;
 Thence S 23°06'26" E, 389.50 feet;
 Thence S 89°12'38" E, 66.25 feet;
 Thence N 00°47'22" E, 117.37 feet;
 Thence N 00°29'55" E, 573.72 feet;
 Thence N 58°16'37" W, 358.37 feet;
 Thence N 82°48'50" W, 130.15 feet;
 Thence S 78°11'41" W, 188.63 feet;
 Thence S 87°20'00" W, 142.55 feet;
 Thence N 86°12'30" W, 155.97 feet;
 Thence N 59°44'30" W, 104.21 feet;
 Thence S 89°46'12" W, 149.73 feet;
 Thence N 54°23'26" W, 191.58 feet;
 Thence N 79°01'36" W, 261.62 feet;
 Thence N 86°04'44" W, 266.08 feet;

FALCON CREST PROPERTY / GOLF COURSE
LEGAL DESCRIPTION

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J-U-B ENGINEERS, INC.

J U B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Thence S 73°12'46" W, 580.15 feet;
 Thence S 38°53'11" W, 94.68 feet;
 Thence S 32°23'04" E, 49.83 feet;
 Thence S 58°37'08" W, 184.47 feet;
 Thence N 27°02'05" W, 80.36 feet;
 Thence N 46°51'02" W, 67.90 feet;
 Thence N 53°37'06" W, 74.26 feet;
 Thence S 75°49'06" W, 100.62 feet;
 Thence N 61°21'28" W, 114.08 feet;
 Thence S 81°01'32" W, 63.24 feet;
 Thence N 82°16'59" W, 138.70 feet;
 Thence S 82°16'32" W, 35.84 feet;
 Thence N 51°12'01" W, 52.44 feet;
 Thence N 52°36'06" W, 252.04 feet;
 Thence N 74°06'15" W, 643.21 feet;
 Thence S 89°27'48" W, 128.73 feet;
 Thence S 70°33'58" W, 330.37 feet;
 Thence S 54°58'56" W, 403.81 feet;
 Thence S 20°15'28" W, 577.80 feet;
 Thence S 46°38'32" E, 38.12 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 46.85 feet, having a radius of 175.00 feet, a central angle of 15°20'18", a chord bearing of N 48°59'56" E and a chord length of 46.71 feet;
 Thence N 56°40'04" E, 293.99 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 148.39 feet, having a radius of 175.00 feet, a central angle of 48°35'02", a chord bearing of N 80°57'35" E and a chord length of 143.99 feet;
 Thence S 74°44'53" E, 510.14 feet;
 Thence N 00°02'09" E, 300.24 feet;
 Thence East, 61.72 feet;
 Thence North, 257.97 feet;
 Thence East, 160.50 feet;
 Thence South, 127.21 feet;
 Thence S 75°48'30" E, 135.63 feet;
 Thence S 89°42'45" E, 239.37 feet;
 Thence S 71°45'41" E, 91.79 feet;
 Thence S 43°54'43" E, 628.45 feet;
 Thence S 48°12'52" E, 90.00 feet;
 Thence N 41°47'08" E, 201.20 feet;
 Thence N 45°56'58" E, 274.64 feet;
 Thence N 54°48'03" E, 210.18 feet;
 Thence S 89°22'57" E, 120.08 feet;
 Thence S 66°25'23" E, 139.37 feet;

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J·U·B ENGINEERS, INC.

J·U·B COMPANIES



THE
LAMBSON
GROUP



GATEWAY
MAPPING
INC.

Thence S 50°09'19" E, 1,085.49 feet;
Thence S 14°37'42" E, 123.79 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 104.55 feet, having a radius of 75.00 feet, a central angle of 79°52'24", a chord bearing of S 04°28'50" W and a chord length of 96.29 feet;
Thence S 44°25'02" W, 100.96 feet;
Thence S 52°20'44" W, 278.23 feet;
Thence S 42°12'39" W, 206.16 feet;
Thence S 25°59'12" W, 339.64 feet;
Thence S 30°53'28" W, 226.42 feet;
Thence S 22°38'11" W, 82.36 feet;
Thence N 67°28'15" W, 150.69 feet;
Thence N 18°49'26" E, 84.11 feet;
Thence N 02°44'15" E, 256.61 feet;
Thence N 11°58'25" E, 185.53 feet;
Thence N 20°18'38" E, 232.07 feet;
Thence N 51°23'37" E, 457.52 feet;
Thence N 67°26'10" W, 227.00 feet;
Thence S 52°13'26" W, 92.95 feet;
Thence N 79°09'03" W, 65.07 feet;
Thence N 38°37'24" W, 209.51 feet;
Thence N 86°04'53" W, 108.49 feet;
Thence S 26°34'54" W, 88.62 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 115.95 feet, having a radius of 175.00 feet, a central angle of 37°57'48", a chord bearing of S 36°51'14" E and a chord length of 113.84 feet;
Thence S 25°34'51" W, 108.91 feet;
Thence S 45°01'11" W, 69.30 feet;
Thence S 23°42'24" W, 560.61 feet;
Thence S 26°55'12" W, 350.47 feet;
Thence S 61°10'06" E, 71.69 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 108.49 feet, having a radius of 175.00 feet, a central angle of 35°31'12", a chord bearing of S 51°53'21" E and a chord length of 106.76 feet;
Thence S 76°31'10" E, 134.74 feet;
Thence S 89°37'42" E, 84.01 feet;
Thence S 69°31'57" E, 96.65 feet;
Thence S 00°53'49" E, 218.65 feet;
Thence S 80°19'03" W, 143.03 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 316.28 feet, having a radius of 1,035.00 feet, a central angle of 17°30'30", a chord bearing of N 87°28'30" W and a chord length of 315.05 feet;

FALCON CREST PROPERTY / GOLF COURSE
LEGAL DESCRIPTION

Page 5 of 6

250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 | 208-376-7350 | www.jub.com



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDMARK GROUP



GATEWAY MAPPING INC.

Thence S 81°52'54" W, 146.68 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 245.37 feet, having a radius of 340.00 feet, a central angle of 41°20'58", a chord bearing of N 77°26'37" W and a chord length of 240.08 feet;
Thence N 56°00'28" W, 50.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 526.86 feet, having a radius of 525.00 feet, a central angle of 57°29'57", a chord bearing of S 62°46'47" W and a chord length of 505.03 feet;
Thence N 88°28'15" W, 389.26 feet;
Thence N 61°33'48" W, 66.95 feet;
Thence N 87°07'43" W, 153.39 feet;
Thence S 85°11'37" W, 439.58 feet;
Thence S 89°39'10" W, 499.02 feet;
Thence N 70°31'05" W, 122.39 feet;
Thence N 00°42'27" E, 110.67 feet;
Thence N 55°00'22" W, 79.02 feet to the POINT OF BEGINNING, containing 321.257 acres, more or less.

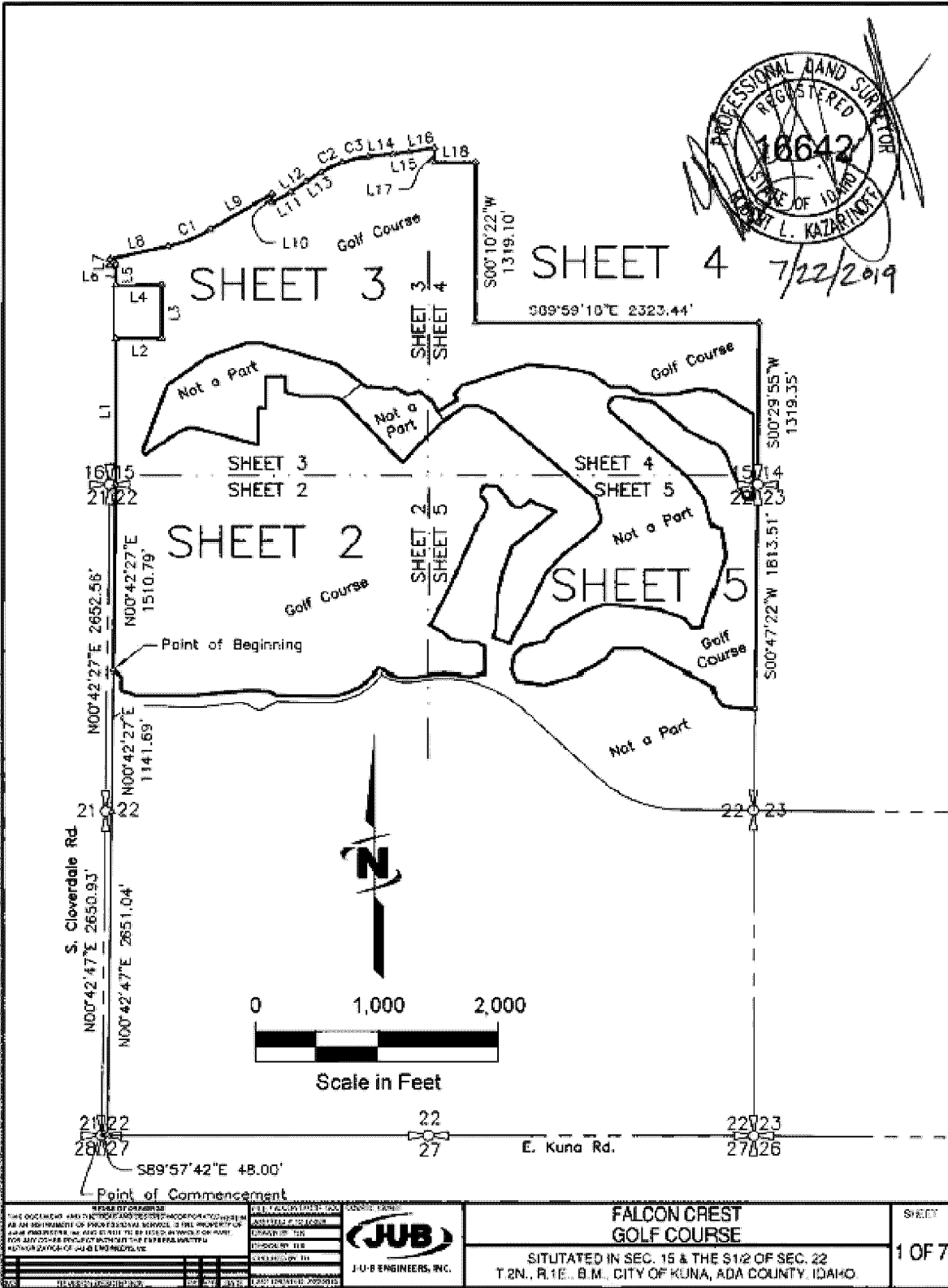
Robert L. Kazarinoff, PLS



07/22/2019

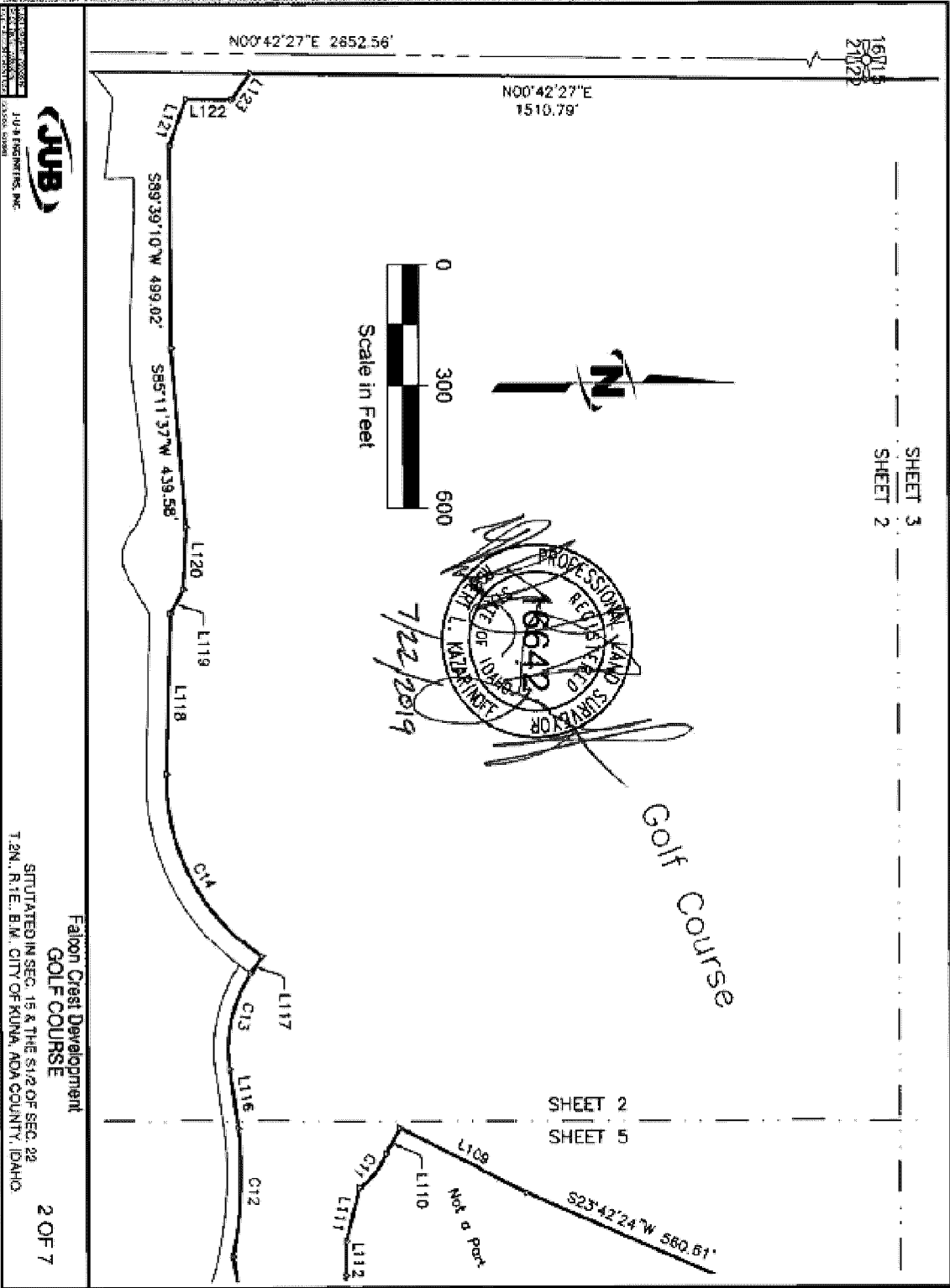
FALCON CREST PROPERTY / GOLF COURSE
LEGAL DESCRIPTION
Page 6 of 6

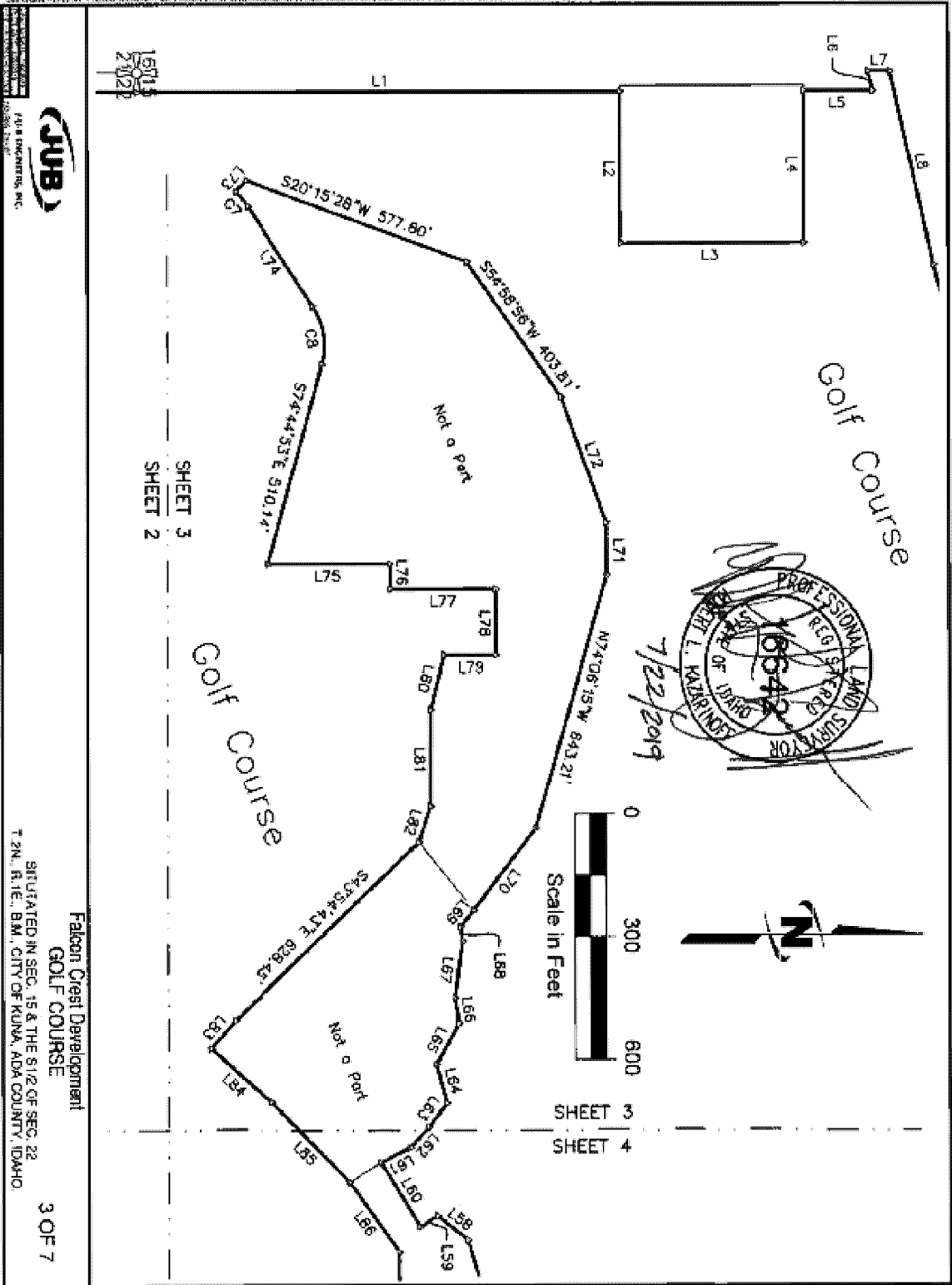
250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 ☎ 208-376-7330 🌐 www.jub.com



<small>THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF JUB ENGINEERS, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JUB ENGINEERS, INC.</small>		FALCON CREST GOLF COURSE	SHEET 1 OF 7

EXHIBIT B - 7







 JUB ENGINEERS, INC.

SITUATED IN SEC. 15 & THE S1/2 OF SEC. 22
 T. 2N., R. 1E., B.M., CITY OF KUNA, ADJ. COUNTY, IDAHO

Falcon Crest Development
 GOLF COURSE

3 OF 7

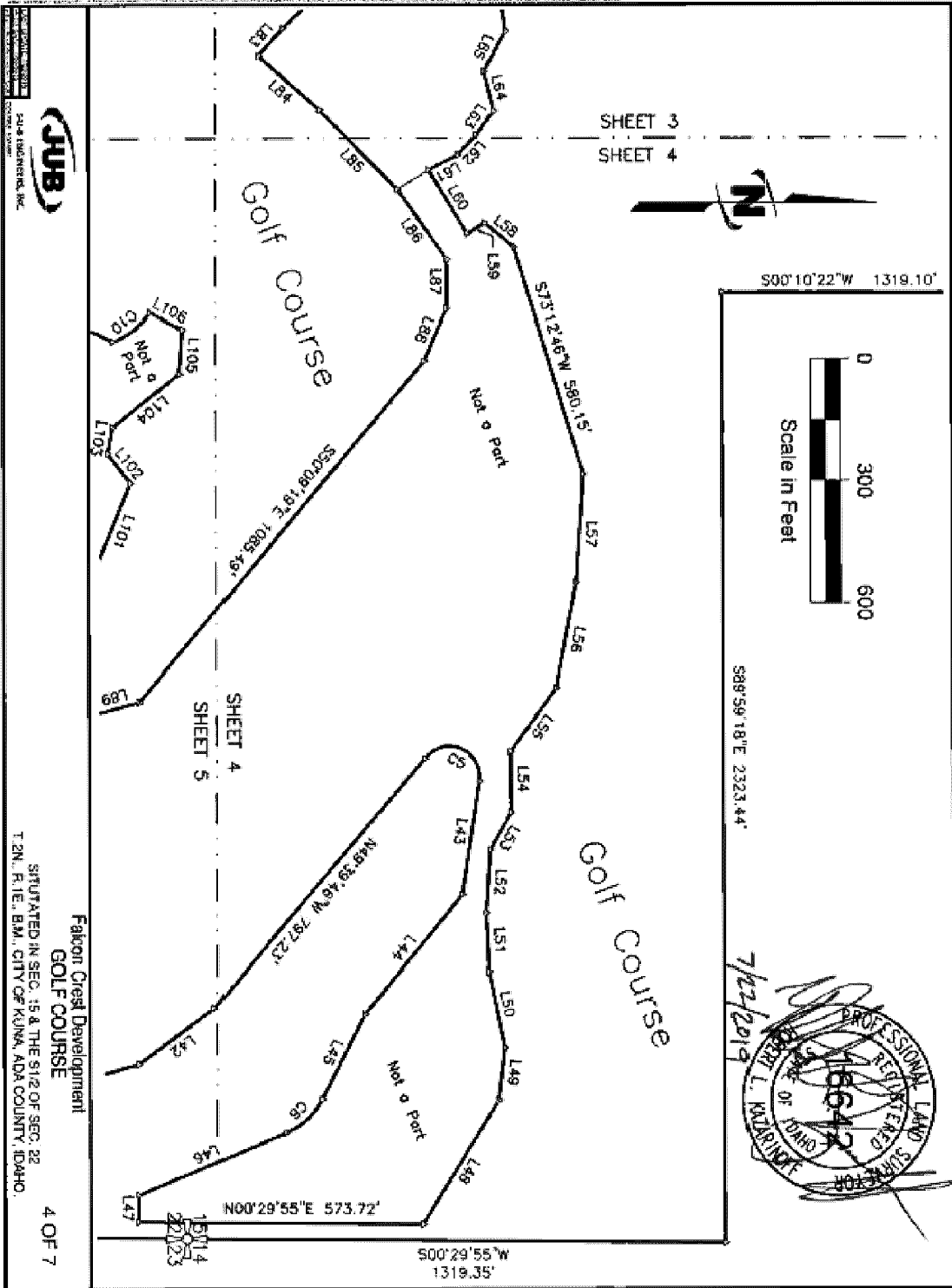
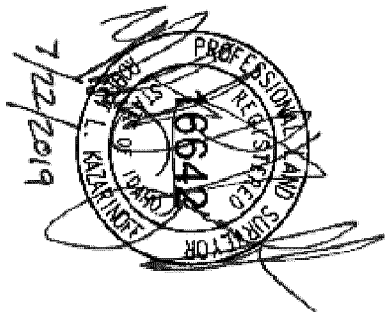


EXHIBIT B - 10

Line Table		
Line #	Direction	Length
L1	N00°01'55"W	1188.45'
L2	N89°58'05"E	377.00'
L3	N00°01'55"W	450.00'
L4	S89°58'05"W	377.00'
L5	N00°01'55"W	168.61'
L6	S77°30'17"W	49.16'
L7	N00°01'55"W	53.25'
L8	N77°31'13"E	489.16'
L9	N59°53'41"E	584.99'
L10	S00°02'48"W	73.35'
L11	N60°34'50"E	174.04'
L12	N54°33'20"E	154.96'
L13	N59°04'10"E	141.05'
L14	N84°23'50"E	201.72'
L15	N82°24'56"E	132.20'
L16	N80°20'01"E	212.66'
L17	S00°07'26"W	120.88'
L18	S89°59'39"E	332.99'
L19	N89°12'38"W	119.77'
L20	N83°28'44"W	130.37'
L21	N44°29'04"W	92.76'
L22	N16°43'58"W	98.88'
L23	N89°45'21"W	227.76'
L24	S39°08'01"W	112.48'

Line Table		
Line #	Direction	Length
L25	S60°44'52"W	257.72'
L26	S73°47'12"W	280.36'
L27	N82°52'12"W	230.04'
L28	N27°45'48"W	93.39'
L29	N08°41'45"E	119.66'
L30	N43°41'56"E	104.58'
L31	N77°08'32"E	193.58'
L32	N35°17'36"E	121.14'
L33	N60°16'39"E	290.62'
L34	N70°49'23"E	183.52'
L35	S83°56'09"E	438.93'
L36	S69°59'06"E	217.85'
L37	S38°29'58"E	99.27'
L38	N84°01'47"E	80.15'
L39	N09°31'23"W	226.99'
L40	N73°33'18"W	75.31'
L41	N15°22'51"W	230.93'
L42	N36°57'46"W	227.86'
L43	S81°12'00"E	281.13'
L44	S30°24'06"E	376.48'
L45	S63°12'37"E	232.73'
L46	S23°06'26"E	389.50'
L47	S89°12'38"E	68.25'
L48	N58°16'37"W	358.37'

Line Table		
Line #	Direction	Length
L49	N82°48'50"W	130.15'
L50	S78°11'41"W	188.33'
L51	S67°20'00"W	142.55'
L52	N86°12'30"W	155.97'
L53	N59°44'30"W	104.21'
L54	S89°46'12"W	149.73'
L55	N54°23'26"W	191.58'
L56	N79°01'36"W	261.62'
L57	N88°04'44"W	266.08'
L58	S38°53'11"W	94.68'
L59	S32°23'04"E	49.83'
L60	S68°37'08"W	184.47'
L61	N27°02'05"W	80.36'
L62	N46°51'02"W	67.80'
L63	N53°37'06"W	74.28'
L64	S75°49'06"W	100.52'
L65	N61°21'28"W	114.06'
L66	S81°01'32"W	63.24'
L67	N82°16'59"W	138.70'
L68	S82°16'32"W	35.84'
L69	N51°12'01"W	52.44'
L70	N52°36'06"W	252.04'
L71	S88°27'48"W	126.73'
L72	S70°33'58"W	336.37'

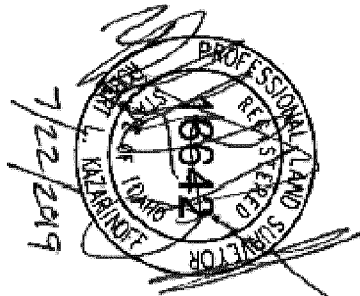



JUB ENGINEERS, INC.
 1444 INDEPENDENCE BLVD.
 SUITE 200
 BOISE, IDAHO 83725

Falcon Crest Development
 GOLF COURSE
 SITUATED IN SEC. 15 & THE S1/2 OF SEC. 22
 T2N, R1E, B1M, CITY OF KUNA, ADA COUNTY, IDAHO

Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L73	S46°38'32"E	38.12'	L97	N18°49'28"E	84.11'	L121	N70°31'05"W	122.39'
L74	N56°40'04"E	293.99'	L98	N02°44'15"E	256.61'	L122	N00°42'27"E	110.67'
L75	N00°02'09"E	300.24'	L99	N11°58'25"E	185.55'	L123	N55°00'22"W	79.02'
L76	N90°00'00"E	61.72'	L100	N20°18'38"E	232.02'			
L77	N00°00'00"E	257.97'	L101	N67°26'10"W	227.00'			
L78	N90°00'00"E	160.50'	L102	S52°13'26"W	92.95'			
L79	S00°00'00"E	127.21'	L103	N79°09'03"W	65.07'			
L80	S75°48'30"E	135.63'	L104	N38°37'24"W	209.51'			
L81	S89°42'45"E	239.37'	L105	N86°04'53"W	108.49'			
L82	S71°45'41"E	91.79'	L106	S26°34'54"W	88.62'			
L83	S48°12'52"E	90.00'	L107	S26°34'51"W	108.91'			
L84	N41°47'08"E	201.20'	L108	S45°01'11"W	89.30'			
L85	N45°56'58"E	274.64'	L109	S28°55'12"W	350.47'			
L86	N54°48'03"E	210.18'	L110	S61°10'06"E	71.69'			
L87	S69°22'57"E	120.08'	L111	S76°31'10"E	134.74'			
L88	S66°25'23"E	139.37'	L112	S89°37'42"E	84.01'			
L89	S14°37'42"E	123.79'	L113	S69°31'57"E	96.65'			
L90	S44°25'02"W	108.96'	L114	S00°53'49"E	218.65'			
L91	S52°20'44"W	278.23'	L115	S80°19'03"W	143.03'			
L92	S42°12'39"W	206.16'	L116	S81°52'54"W	146.68'			
L93	S25°59'12"W	339.84'	L117	N55°56'12"W	50.00'			
L94	S30°53'28"W	226.42'	L118	N88°28'15"W	389.26'			
L95	S22°36'11"W	82.36'	L119	N61°33'48"W	66.95'			
L96	N67°28'15"W	150.69'	L120	N87°07'43"W	153.39'			

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	369.58'	1198.00'	17°40'31"	N68°40'57"E	368.11'
C2	188.25'	930.00'	11°35'52"	N64°52'05"E	187.83'
C3	222.86'	930.00'	13°43'49"	N77°31'55"E	222.33'
C4	50.55'	175.00'	16°32'59"	N10°26'49"E	50.37'
C5	199.89'	75.00'	152°42'16"	N22°26'51"E	145.76'
C6	122.49'	175.00'	40°06'11"	S43°09'31"E	120.00'
C7	46.85'	175.00'	15°20'18"	N45°58'56"E	46.71'
C8	148.39'	175.00'	48°35'02"	N80°57'36"E	143.99'
C9	104.55'	75.00'	79°52'24"	S04°28'50"W	96.29'
C10	115.95'	175.00'	37°57'48"	S36°51'15"E	113.84'
C11	108.49'	175.00'	35°31'12"	S51°53'21"E	106.76'
C12	316.28'	1035.00'	17°30'30"	N87°28'30"W	315.05'
C13	245.37'	340.00'	41°20'58"	N77°26'37"W	240.08'
C14	526.86'	525.00'	57°29'57"	S62°46'47"W	505.03'





JUB

 JUB ENGINEERS, INC.

Falcon Crest Development
GOLF COURSE

SITUATED IN SEC. 15 & THE S1/2 OF SEC. 22
 T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO.

7 OF 7



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDMARK GROUP



GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
10.1 ACRE PARCEL
LEGAL DESCRIPTION

That portion of the East Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southeast corner of said Section 22, from which the south quarter corner of said Section 22 bears North 89° 58' 04" West, 2660.61 feet; Thence, along the east line of said Section 22, North 00° 02' 10" East, 1083.08 feet;

Thence, departing from said east line, North 89° 15' 24" West, 405.07 feet to the beginning of a non-tangent curve;

Thence, along said curve to the right an arc length of 437.95 feet, having a radius of 680.00 feet, a central angle of 36° 54' 04", a chord bearing of North 71° 30' 48" West and a chord length of 430.42 feet;

Thence, North 53° 03' 46" West, 1597.29 feet to the POINT OF BEGINNING;

Thence, North 36° 00' 42" East, 80.54 feet to the beginning of a non-tangent curve;

Thence, along said curve to the left an arc length of 70.83 feet, having a radius of 75.03 feet, a Central angle of 54° 05' 24", a chord bearing of North 10° 48' 48" East and a chord length of 68.23 feet;

Thence, North 16° 02' 53" West, 793.40 feet;

Thence, North 16° 06' 31" East, 538.36 feet to the beginning of a non-tangent curve;

Thence, along said curve to the left an arc length of 351.95 feet, having a radius of 965.00 feet, a central angle of 20° 53' 48", a chord bearing of North 74° 08' 44" West and a chord length of 350.00 feet;

Thence, South 16° 06' 31" West, 587.24 feet to the beginning of a curve;

Thence, along said curve to the left an arc length of 141.43 feet, having a radius of 175.00 feet, a central angle of 46° 18' 19", a chord bearing of South 07° 02' 39" East and a chord length of 137.61 feet;

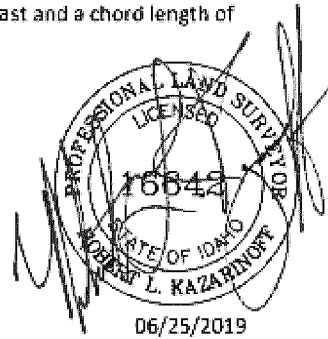
Thence, South 29° 33' 35" East, 691.65 feet;

Thence, South 44° 16' 18" West, 73.60 feet;

Thence, South 53° 03' 46" East, 253.62 feet to the POINT OF BEGINNING.

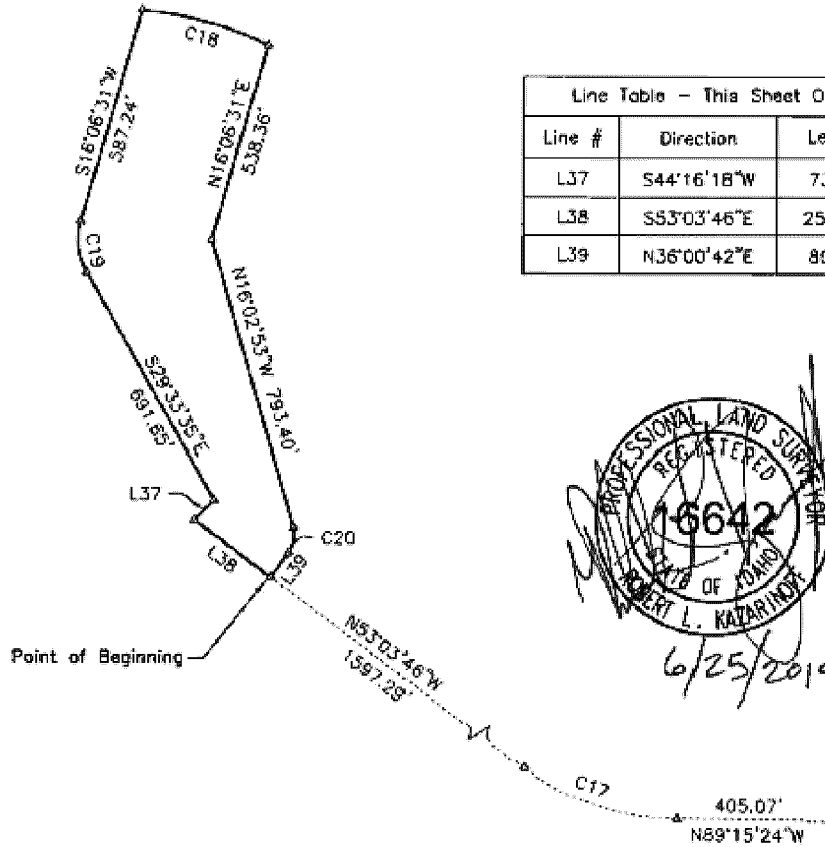
The above-described parcel of land contains 10.11 acres, more or less.

Robert L. Kazarinoff, PLS

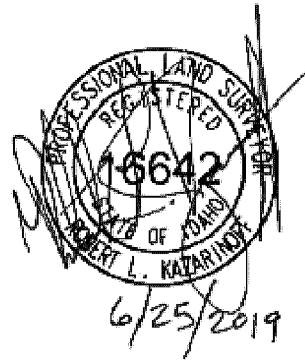


Falcon Crest Development / 10.6 Acre Parcel
Legal Description

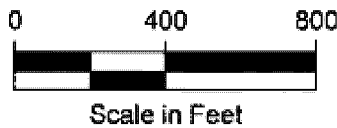
Page 1 of 1



Line Table - This Sheet Only		
Line #	Direction	Length
L37	S44°16'18"W	73.60'
L38	S53°03'46"E	253.62'
L39	N36°00'42"E	80.54'



Curve Table - This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C17	437.95'	680.00'	36°54'04"	N71°30'48"W	430.42'
C18	351.95'	965.00'	20°53'48"	N74°08'44"W	350.00'
C19	141.43'	175.00'	46°18'19"	S07°02'39"E	137.61'
C20	70.83'	75.03'	54°05'24"	N10°48'48"E	68.23'



N00°02'10"E 1083.08'

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<small> DRAWN BY JUB-B ENGINEERS, INC. </small>	<small> CHECKED BY JUB-B ENGINEERS, INC. </small>	<small> PROJECT NO. 19-001 </small>



Falcon Crest Development
10.1 Acre Parcel Exhibit
 E1/2 S22 T. 2 N., R. 1 E., B.M.
 City of Kuna, Ada County, Idaho.

SHEET
1 of 1



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LAMBDA GROUP



GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
10.6 ACRE PARCEL
LEGAL DESCRIPTION

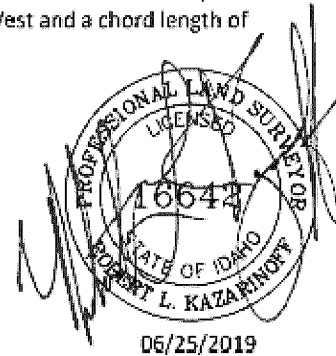
That portion of the East Half of the Southwest Quarter and of the Southeast Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89° 57' 42" East, 2660.56 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 2125.56 feet;
Thence, departing from said south line, North 00° 02' 18" East, 212.50 feet;
Thence, North 89° 57' 42" West, 27.54 feet;
Thence, North 00° 02' 18" East, 324.58 feet;
Thence, North 10° 13' 09" West, 179.48 feet to the POINT OF BEGINNING;

Thence, South 79° 48' 39" West, 164.13 feet;
Thence, North 00° 02' 18" East, 126.30 feet to the beginning of a non-tangent curve;
Thence, along said curve to the left an arc length of 117.59 feet, having a radius of 430.00 feet, a central angle of 15° 40' 07", a chord bearing of North 67° 53' 34" East and a chord length of 117.23 feet;
Thence, North 60° 03' 30" East, 130.34 feet;
Thence, North 66° 20' 32" East, 577.13 feet;
Thence, North 20° 17' 30" East, 471.58 feet to the beginning of a curve;
Thence, along said curve to the right an arc length of 549.78 feet, having a radius of 175.00 feet, a central angle of 180° 00' 00", a chord bearing of South 69° 42' 30" East and a chord length of 350.00 feet;
Thence, South 20° 17' 30" West, 545.96 feet to the beginning of a curve;
Thence, along said curve to the right an arc length of 184.52 feet, having a radius of 175.00 feet, a central angle of 60° 24' 41", a chord bearing of South 50° 29' 50" West and a chord length of 176.09 feet;
Thence, South 79° 52' 34" West, 767.29 feet to the POINT OF BEGINNING.

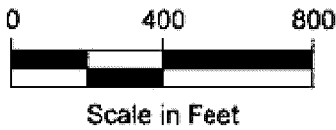
The above-described parcel of land contains 10.58 acres, more or less.

Robert L. Kazarinoff, PLS

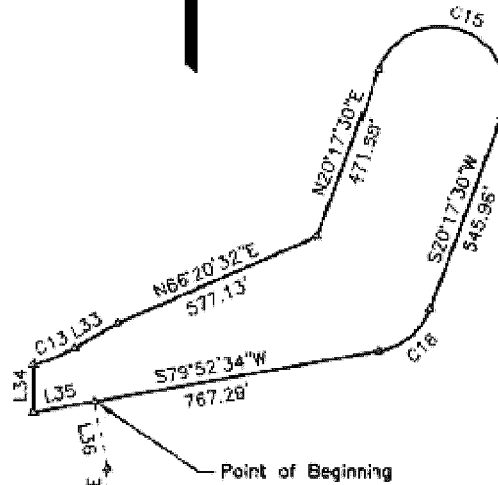
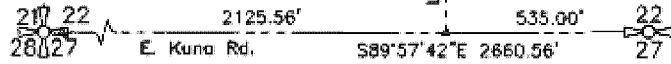


Falcon Crest Development / 10.6 Acre Parcel
Legal Description

Line Table - This Sheet Only		
Line #	Direction	Length
L31	N00°02'18"E	212.50'
L32	N89°57'42"W	27.54'
L33	N66°03'30"E	130.34'
L34	N00°02'18"E	128.30'
L35	S79°48'39"W	164.13'
L36	N10°13'09"W	179.48'



S. Cloverdale Rd.



Curve Table - This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C13	117.59'	430.00'	15°40'07"	N67°53'34"E	117.23'
C15	549.78'	175.00'	180°00'00"	S69°42'30"E	350.00'
C16	184.52'	175.00'	60°24'41"	S50°29'50"W	176.09'



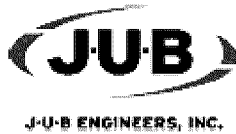
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DATE OF CHANGE	DATE OF REVISION
11/25/2019	11/25/2019
11/25/2019	11/25/2019
11/25/2019	11/25/2019
11/25/2019	11/25/2019
11/25/2019	11/25/2019
11/25/2019	11/25/2019
11/25/2019	11/25/2019
11/25/2019	11/25/2019
11/25/2019	11/25/2019



Falcon Crest Development
 10.6 Acre Parcel Exhibit
 S1/2 S22 T. 2 N., R. 1 E., B.M.
 City of Kuna, Ada County, Idaho.

SHEET
 1 of 1



J-U-B COMPANIES



THE
LANDMARK
GROUP



GATEWAY
MAPPING
INC.

FALCON CREST DEVELOPMENT
13.2 ACRE PARCEL
LEGAL DESCRIPTION

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.44 feet to the POINT OF BEGINNING;

Thence, leaving said easterly right-of-way line, South 89° 17' 33" East, 102.22 feet;
Thence, North 19° 46' 57" East, 158.63 feet;
Thence, South 89° 21' 39" East, 319.53 feet;
Thence, South 81° 41' 42" East, 86.24 feet;
Thence, South 76° 41' 20" East, 101.65 feet;
Thence, South 66° 31' 43" East, 456.58 feet;
Thence, South 61° 19' 10" East, 506.16 feet;
Thence, North 28° 40' 50" East, 11.20 feet;
Thence, North 63° 26' 06" East, 48.80 feet;
Thence, North 79° 22' 49" East, 59.02 feet;
Thence, North 90° 00' 00" East, 83.01 feet;
Thence, South 50° 05' 28" East, 13.37 feet;
Thence, North 39° 54' 32" East, 143.93 feet;
Thence, North 18° 36' 08" West, 112.51 feet;
Thence, North 61° 06' 22" West, 652.90 feet;
Thence, North 80° 09' 06" West, 301.83 feet;
Thence, North 00° 00' 00" West, 112.20 feet;
Thence, South 82° 58' 58" West, 140.26 feet to the beginning of a curve;
Thence, along said curve to the right an arc length of 136.46 feet, having a radius of 886.00 feet, a central angle of 8° 49' 28", a chord bearing of South 87° 23' 42" West and a chord length of 136.32 feet;
Thence, North 88° 11' 34" West, 610.12 feet;

Falcon Crest Development / 13.2 Acre Parcel
Legal Description

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250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 ☎ 208-376-7330 🌐 www.jub.com



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Thence, South 46° 15' 26" West, 28.01 feet to the easterly right-of-way line of South Cloverdale Road;
Thence, along the easterly right-of-way line of South Cloverdale Road, South 00° 42' 27" West, 390.66 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 13.22 acres, more or less.

Robert L. Kazarinoff, PLS

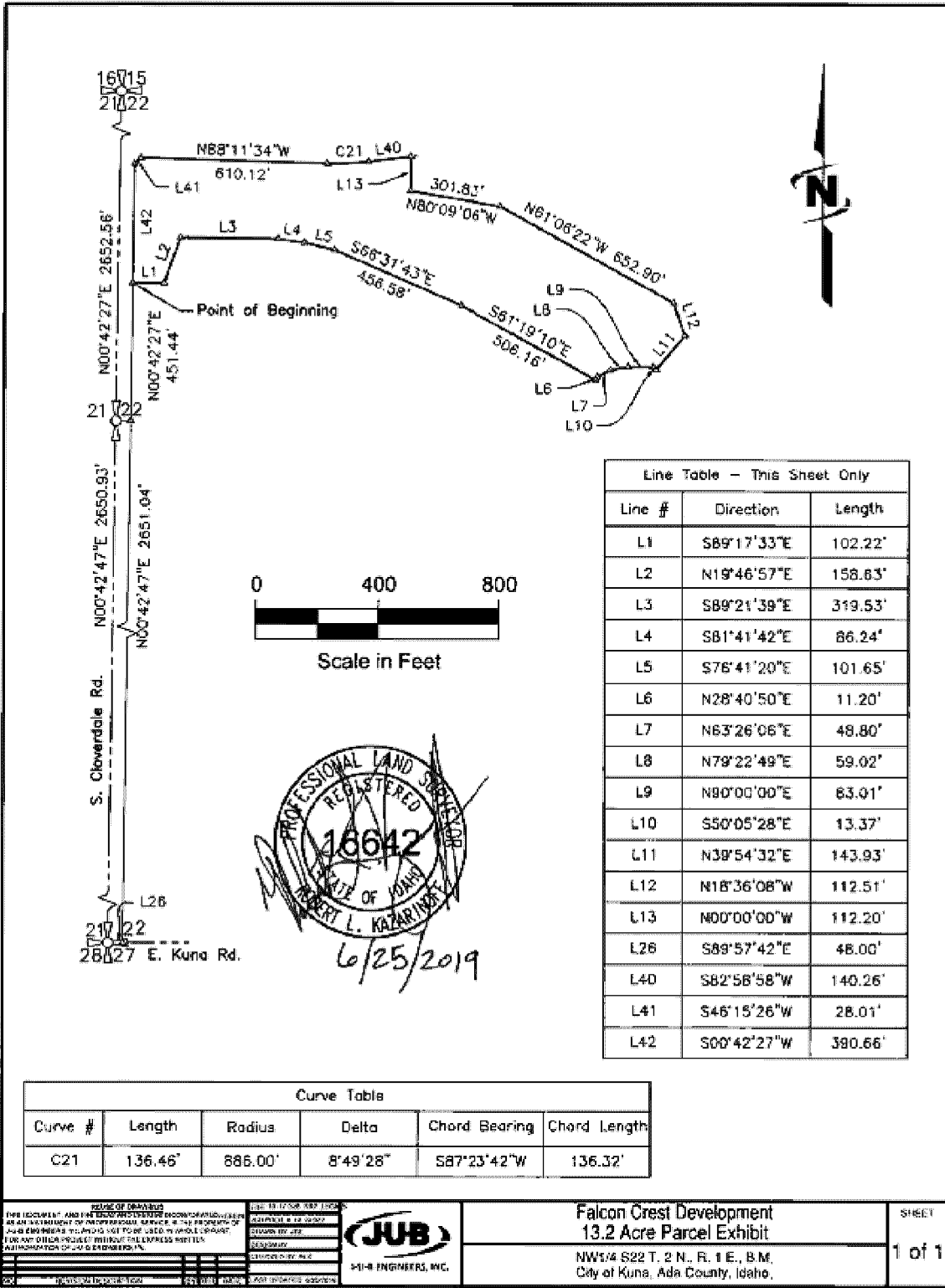


06/25/2019

Falcon Crest Development / 13.2 Acre Parcel
Legal Description

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Line Table - This Sheet Only

Line #	Direction	Length
L1	S89°17'33"E	102.22'
L2	N19°46'57"E	158.83'
L3	S89°21'39"E	319.53'
L4	S81°41'42"E	86.24'
L5	S76°41'20"E	101.65'
L6	N28°40'50"E	11.20'
L7	N63°26'06"E	48.80'
L8	N79°22'49"E	59.02'
L9	N80°00'00"E	83.01'
L10	S50°05'28"E	13.37'
L11	N38°54'32"E	143.93'
L12	N18°36'08"W	112.51'
L13	N00°00'00"W	112.20'
L26	S88°57'42"E	48.00'
L40	S82°58'58"W	140.26'
L41	S46°15'26"W	28.01'
L42	S00°42'27"W	380.66'

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	136.46'	886.00'	8°49'28"	S87°23'42"W	136.32'

<p>STATE OF IDAHO</p> <p>PLAT NO. 11-17-08-087-130A</p> <p>APPROVED FOR RECORDATION</p> <p>RECORDED BY JTB</p> <p>RECORDED</p> <p>DATE RECORDED</p> <p>PLAT NO. 11-17-08-087-130A</p> <p>APPROVED FOR RECORDATION</p>	<p>JUB</p> <p>ENGINEERS, INC.</p>	<p>Falcon Crest Development</p> <p>13.2 Acre Parcel Exhibit</p> <p>NW¼ S22 T. 2 N., R. 1 E., B.M.</p> <p>City of Kuna, Ada County, Idaho.</p>	<p>SHEET</p> <p>1 of 1</p>
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J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDMARK GROUP



GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
13.9 ACRE PARCEL
LEGAL DESCRIPTION

That portion of the West Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.44 feet; Thence, leaving said easterly right-of-way line, South 89° 17' 33" East, 102.22 feet; Thence, North 19° 46' 57" East, 158.63 feet; Thence, South 89° 21' 39" East, 319.53 feet; Thence, South 81° 41' 42" East, 86.24 feet; Thence, South 76° 41' 20" East, 101.65 feet; Thence, South 66° 31' 43" East, 456.58 feet; Thence, South 61° 19' 10" East, 506.16 feet; Thence, North 28° 40' 50" East, 11.20 feet; Thence, North 63° 26' 06" East, 48.80 feet; Thence, North 79° 22' 49" East, 59.02 feet; Thence, North 90° 00' 00" East, 83.01 feet; Thence, South 50° 05' 28" East, 73.37 feet to the POINT OF BEGINNING;

Thence, North 39° 54' 32" East, 161.15 feet;
Thence, South 50° 05' 28" East, 30.46 feet to the beginning of a non-tangent curve;
Thence, along said curve to the right an arc length of 52.89 feet, having a radius of 75.00 feet, a central angle of 40° 24' 18", a chord bearing of South 36° 51' 10" East and a chord length of 51.80 feet;
Thence, South 16° 39' 01" East, 861.23 feet to the beginning of a non-tangent curve;
Thence, along said curve to the right an arc length of 33.34 feet, having a radius of 175.00 feet, a central angle of 10° 54' 56", a chord bearing of South 05° 36' 28" East and a chord length of 33.29 feet;
Thence, South 00° 09' 00" East, 39.43 feet;
Thence, South 04° 24' 29" East, 553.35 feet to the beginning of a non-tangent curve;
Thence, along said curve to the right an arc length of 81.76 feet, having a radius of 153.37 feet, a central angle of 30° 32' 36", a chord bearing of South 10° 24' 56" West and a chord length of 80.79 feet;

Falcon Crest Development / 13.9 Acre Parcel
Legal Description



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Thence, South 25° 41' 14" West, 356.77 feet;
 Thence, South 60° 03' 30" West, 176.44 feet to the beginning of a curve;
 Thence, along said curve to the right an arc length of 101.18 feet, having a radius of 370.00 feet, a central angle of 15° 40' 07", a chord bearing of South 67° 53' 34" West and a chord length of 100.87 feet to the beginning of a non-tangent curve;
 Thence, along said curve to the right an arc length of 42.74 feet, having a radius of 370.00 feet, a central angle of 06° 37' 09", a chord bearing of South 79° 02' 12" West and a chord length of 42.72 feet;
 Thence, North 32° 02' 12" West, 107.30 feet;
 Thence, North 12° 19' 26" West, 61.94 feet;
 Thence, North 04° 41' 13" East, 56.05 feet;
 Thence, North 26° 02' 07" East, 394.31 feet;
 Thence, North 04° 22' 16" West, 552.44 feet;
 Thence, North 03° 11' 47" West, 799.13 feet;
 Thence, North 50° 05' 28" West, 17.98 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 13.93 acres, more or less.

Robert L. Kazarinoff, PLS

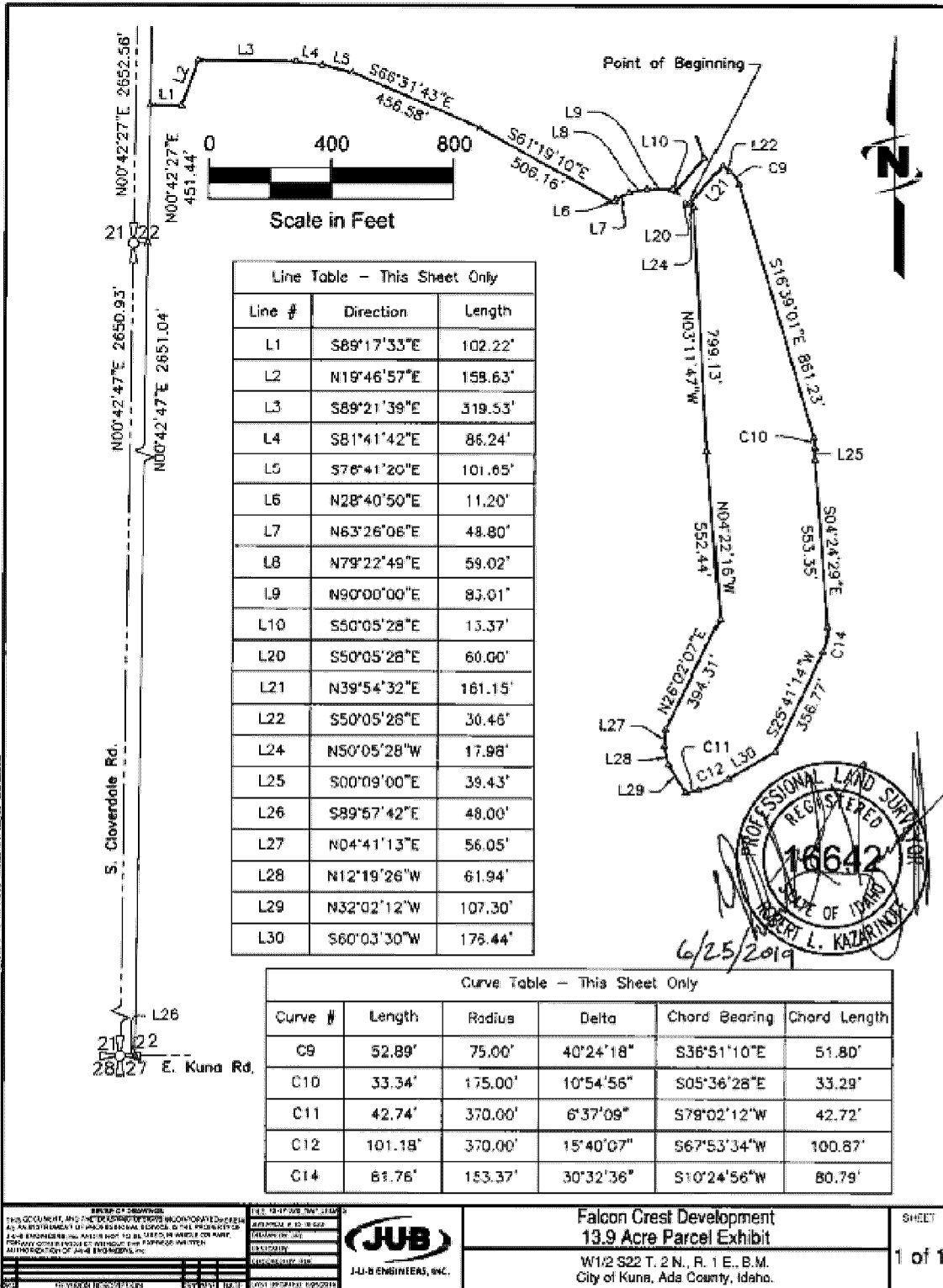


06/25/2019

Falcon Crest Development / 13.9 Acre Parcel
Legal Description

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a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 ☎ 208-376-7330 🌐 www.iub.com



Line Table - This Sheet Only

Line #	Direction	Length
L1	S89°17'33"E	102.22'
L2	N19°46'57"E	158.63'
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L5	S78°41'20"E	101.65'
L6	N28°40'50"E	11.20'
L7	N63°26'06"E	48.80'
L8	N79°22'49"E	59.02'
L9	N90°00'00"E	83.01'
L10	S50°05'28"E	13.37'
L20	S50°05'28"E	60.00'
L21	N39°54'32"E	161.15'
L22	S50°05'28"E	30.46'
L24	N50°05'28"W	17.98'
L25	S00°09'00"E	39.43'
L26	S89°57'42"E	48.00'
L27	N04°41'13"E	56.05'
L28	N12°19'26"W	61.94'
L29	N32°02'12"W	107.30'
L30	S60°03'30"W	176.44'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	52.89'	75.00'	40°24'18"	S36°51'10"E	51.80'
C10	33.34'	175.00'	10°54'56"	S05°36'28"E	33.29'
C11	42.74'	370.00'	6°37'09"	S78°02'12"W	42.72'
C12	101.18'	370.00'	15°40'07"	S67°53'34"W	100.87'
C14	61.76'	153.37'	30°32'36"	S10°24'56"W	60.79'

THIS DOCUMENT AND THE ACCOMPANYING RECORD DRAWINGS ARE HEREBY CORRECTED AND AMENDED TO REFLECT THE FOLLOWING:

1. THE ORIGINAL SURVEY WAS CONDUCTED BY JUB ENGINEERS, INC. ON 06/25/2019.

2. THE ORIGINAL SURVEY WAS CONDUCTED BY JUB ENGINEERS, INC. ON 06/25/2019.

3. THE ORIGINAL SURVEY WAS CONDUCTED BY JUB ENGINEERS, INC. ON 06/25/2019.

4. THE ORIGINAL SURVEY WAS CONDUCTED BY JUB ENGINEERS, INC. ON 06/25/2019.

5. THE ORIGINAL SURVEY WAS CONDUCTED BY JUB ENGINEERS, INC. ON 06/25/2019.

JUB ENGINEERS, INC.

Falcon Crest Development
13.9 Acre Parcel Exhibit
 W1/2 S22 T. 2 N., R. 1 E., B.M.
 City of Kuna, Ada County, Idaho.

SHEET
1 of 1

EXHIBIT "B"
TRANSFER NOTICE

_____, a _____ ("**Club Owner**"), hereby provides notice to Valor Maintenance Corporation, an Idaho nonprofit corporation ("**VMC**"), this _____ day of _____, 20____, of Club Owner's exercise of its Transfer Right, as set forth and further described in *Section 4.3* of that certain Declaration of Covenants, Conditions, and Restrictions for Valor Club, recorded as Document No. _____, Official Records of Ada County, Idaho, as may be amended from time to time, to transfer the Club Property to VMC.

Club Owner:

a _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"
FORM OF RELEASE

RELEASE OF LIABILITY AND OBLIGATIONS

This Release of Liability and Obligations (this "**Release**") is made as of the _____ day of _____, 20 _____, by Valor Maintenance Corporation, an Idaho nonprofit corporation (the "**Association**"), for the benefit of _____, a _____.

RECITALS

A. That certain Declaration of Covenants, Conditions, and Restrictions for Valor Club, recorded as Document No. _____, Official Records of Ada County, Idaho, as may be amended from time to time (the "**Club Declaration**"), was executed by _____, a _____ ("**Club Owner**") and M3 ID FALCON CREST, LLC, an Arizona limited liability company ("**Declarant**").

B. In the event that the Club Property (as such term is defined in the Club Declaration), or any portion thereof, is transferred to VMC pursuant to Section 4.3 of the Club Declaration, VMC is obligated to deliver to Club Owner and Declarant a general release as set forth herein.

C. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Club Declaration.

RELEASE

1. In consideration of Club Owner transferring the Club Property, or any portion thereof, to VMC and for other good and valuable consideration, VMC forever releases and discharges Club Owner and Declarant, and their officers, directors, members, partners, attorneys, agents, representatives, employees, subsidiaries, Affiliates, predecessors in interest, successors in interest, and assigns and all other persons and entities with whom any of the former have been, are now, or may hereafter be affiliated, for, from and against any and all claims, demands, injuries, damages, losses, liabilities, cost, expenses, obligations, and/or actions of any nature whatsoever, regardless of the theory of recovery or the remedies requested, which VMC now has, may later discover, or which may hereafter accrue or otherwise be acquired arising out of or relating to the Club Declaration, or in any way relating to the Club Property, or from any other matter whatsoever. VMC expressly agrees to assume the risk of the possible discovery of additional or different facts or information, and VMC agrees that this Release shall be and remain in effect in all respects regardless of such additional or different facts.

2. WITHOUT LIMITATION, UPON AND AS OF THE DATE THE CLUB PROPERTY IS TRANSFERRED TO VMC, VMC ACKNOWLEDGES THAT, EXCEPT FOR CLUB OWNER'S EXPRESS REPRESENTATIONS, WARRANTIES, AND COVENANTS MADE IN THE CLUB DECLARATION, THE DEED AND ANY OTHER TRANSFER DOCUMENTS EXECUTED AND DELIVERED BY CLUB OWNER TO VMC PURSUANT TO THE CLUB DECLARATION, (I) VMC IS ACQUIRING THE CLUB PROPERTY, OR ANY PORTION THEREOF, IN "AS IS" AND "WHERE IS" CONDITION, "WITH ALL FAULTS," AND THAT CLUB OWNER IS TRANSFERRING THE CLUB PROPERTY, OR ANY PORTION THEREOF, IN "AS IS" AND "WHERE IS" CONDITION "WITH ALL FAULTS," (II) NEITHER CLUB OWNER NOR ITS AGENTS HAVE MADE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING ANY MATTER PERTAINING TO THE CLUB LAND OR ITS USE, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION, ZONING, USE, VALUE, INTENDED USE, OR OTHER CONDITION OF THE CLUB LAND; (B) ITS MERCHANTABILITY; (C) ITS FITNESS FOR A PARTICULAR PURPOSE; (D) THE PHYSICAL CONDITION, ZONING, USE, VALUE, INTENDED USE, OR OTHER CONDITION OF ANY NEIGHBORING PROPERTY; OR (E) THE CLASSIFICATION OF THE CLUB LAND FOR AD VALOREM PURPOSES. UPON THE TRANSFER OF THE CLUB PROPERTY, OR ANY PORTION THEREOF, VMC WILL HAVE HAD AMPLE OPPORTUNITY TO INSPECT THE CLUB PROPERTY BEING TRANSFERRED TO VMC, TO EXAMINE, INSPECT AND INVESTIGATE ALL IMPROVEMENTS LOCATED ON THE CLUB LAND BEING TRANSFERRED TO VMC, TO INSPECT AND EXAMINE THE SUBSURFACE OF THE CLUB LAND BEING TRANSFERRED TO VMC AND ALL SOIL, ENGINEERING, ENVIRONMENTAL AND OTHER CONDITIONS AND REQUIREMENTS OF THE CLUB LAND AND ANY PERSONAL PROPERTY BEING TRANSFERRED TO VMC, TO INSPECT AND EXAMINE THE ZONING, BUILDING AND GOVERNMENTAL REGULATORY MATTERS PERTAINING TO THE CLUB LAND BEING TRANSFERRED TO VMC AND THE DEVELOPMENT THEREOF, TO DETERMINE THE AVAILABILITY OF WATER AND UTILITIES, TO EXAMINE AND DETERMINE SOILS OR ENVIRONMENTAL CONDITIONS, TO INVESTIGATE ANY ENCROACHMENTS WHICH WOULD BE DISCLOSED BY EITHER AN INSPECTION OF THE PROPERTY OR A SURVEY, OR OTHER CONDITION OF ANY NEIGHBORING PROPERTY, AND TO INVESTIGATE ANY POTENTIAL FOR FLOODING AND SUCH OTHER MATTERS AS MIGHT BE DISCLOSED OR DETERMINED BY AN EXAMINATION OF THE PROPERTY AND INDEPENDENT INQUIRY WITH RESPECT THERETO; AND, SUBJECT TO CLUB OWNER'S EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS IN THE CLUB DECLARATION, VMC WILL ACCEPT TITLE TO THE CLUB PROPERTY BEING TRANSFERRED TO VMC IN ITS CONDITION AS OF THE DATE THE APPLICABLE CLUB PROPERTY IS TRANSFERRED TO VMC. VMC WILL NOT RELY ON ANY MATTERS CONTAINED IN ANY SALES OR PROMOTIONAL MATERIALS FURNISHED BY CLUB OWNER OR ITS AGENTS. VMC ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO VMC OR TO BE PROVIDED TO VMC ON BEHALF OF CLUB OWNER WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ENGINEERING DATA, SOILS REPORTS, SURVEYS OR OTHER INFORMATION THAT CLUB OWNER OR ANY OTHER PARTY MAY HAVE DELIVERED OR

SHALL DELIVER TO VMC PERTAINING TO THE CLUB PROPERTY IS FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY OF CLUB OWNER WHATSOEVER; WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT CLUB OWNER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. VMC AGREES TO FULLY AND IRREVOCABLY RELEASE CLUB OWNER AND DECLARANT FROM ANY AND ALL CLAIMS THAT VMC MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST CLUB OWNER OR DECLARANT FROM ANY COSTS, LOSS, CLAIMS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO SUCH INFORMATION OR DOCUMENTATION, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE RELEASES, ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE TRANSFER OF THE CLUB PROPERTY AND SHALL NOT LAPSE.

IN WITNESS WHEREOF, VMC has executed this Release as of the date first set forth above.

Association:

Valor Maintenance Corporation,
an Idaho nonprofit corporation

By: _____

Printed Name: _____

Title: _____