

Excerpts from The Master Declaration of Covenants, Conditions, Restrictions and Easements for Spurwing Greens, dated October 19, 2010 and recorded with the Ada County Recorder on 10.19.10 as instrument #110098311.

ARTICLE III
DEFINITIONS

As used in this Master Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

Common Area: All real and personal property interests owned or controlled by the Master Association, or which the Master Association is obligated to maintain, administer, or manage, and the Improvements located therein or thereon, regardless of whether such interest is located within or outside the boundaries of the Property, and any rights associated therewith, including, but not limited to, Lots, easements, licenses, leases, pathways, Tennis Facilities and/or Social Memberships, and the rights and obligations associated therewith, as determined from time to time, by the Master Association, and/or pursuant to the SCC Documents.

Regular Assessment: An assessment levied by the Master Association against Members, Owners, and/or Lots to provide funds to pay the ordinary estimated expenses of the Master Association, including but not limited to, expenses relating to the Common Area.

SCC: Spurwing Country Club, Inc., an Idaho corporation, which corporation owns a portion of the Tennis Facilities and the SCC Facilities.

SCC Documents: Any and all documents governing the use of the Tennis Facilities and the Social Memberships, as benefitting and/or assigned to Master Association from time to time, and any and all reasonable and non-discriminatory SCC rules and regulations governing the use of the Tennis Facilities and the Social Memberships.

SCC Facilities: The SCC pool and clubhouse, and related facilities, as permitted to be used by Owners pursuant to the SCC Documents.

Social Memberships: Memberships in the Spurwing Country Club available to Owners within the Property for use of the SCC Facilities, subject to the reasonable and non-discriminatory SCC rules and regulations governing the use thereof.

Tennis Facilities: Tennis courts and changing facilities located partially on the Property, and partially on adjacent real property owned by SCC.

Section 6.06 Duties of Master Association. In addition to the powers delegated to it by the Articles, Bylaws and this Master Declaration, without limiting the generality thereof, the Master Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties, unless otherwise delegated to another party as

permitted herein, including, but not limited to, a Sub-Association, in a Supplemental Declaration or otherwise:

- (a) **Operation and Maintenance of Common Area.** Unless otherwise delegated to a Sub-Association in this Master Declaration and/or a Supplemental Declaration, perform, or provide for the performance of, the operation, maintenance and management of the Common Area, if any, owned or controlled by the Master Association, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, installed by the Declarant, and the maintenance, management, repair or replacement all other property owned or controlled by the Master Association, all in compliance with all laws, plans, regulations, statutes and ordinances and agreements affecting the Property, whether recorded or unrecorded;

ARTICLE VII
ASSOCIATION PROPERTY

SECTION 7.01 Use. Each Sub-Association and each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Common Area, subject to the following:

- (f) **Tennis Facilities.** Each Owner understands that the use of the Tennis Facilities are governed by additional agreements with SCC, as may be supplemented by SCC and/or Declarant from time to time, and that the duration of such use of the Tennis Facilities by the Owners may not be perpetual.
- (g) **Social Memberships.** Each Owner understands that the Social Memberships are governed by additional agreements with SCC, as may be supplemented by SCC and/or Declarant from time to time, which such Owner will be required to meet to use such Social Membership, and that the duration of such use of the Social Memberships by the Owners may not be perpetual.

ARTICLE VIII
ASSESSMENTS

SECTION 8.01 Covenant to Pay Assessments. The Sub-Association when created, and each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Master Association. All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, or made upon the Sub-Association on account of such Owner or Lot regardless of the sale of such Lot. Additionally, all such Assessments shall also be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. No Sub-Association or Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his or her Lot.