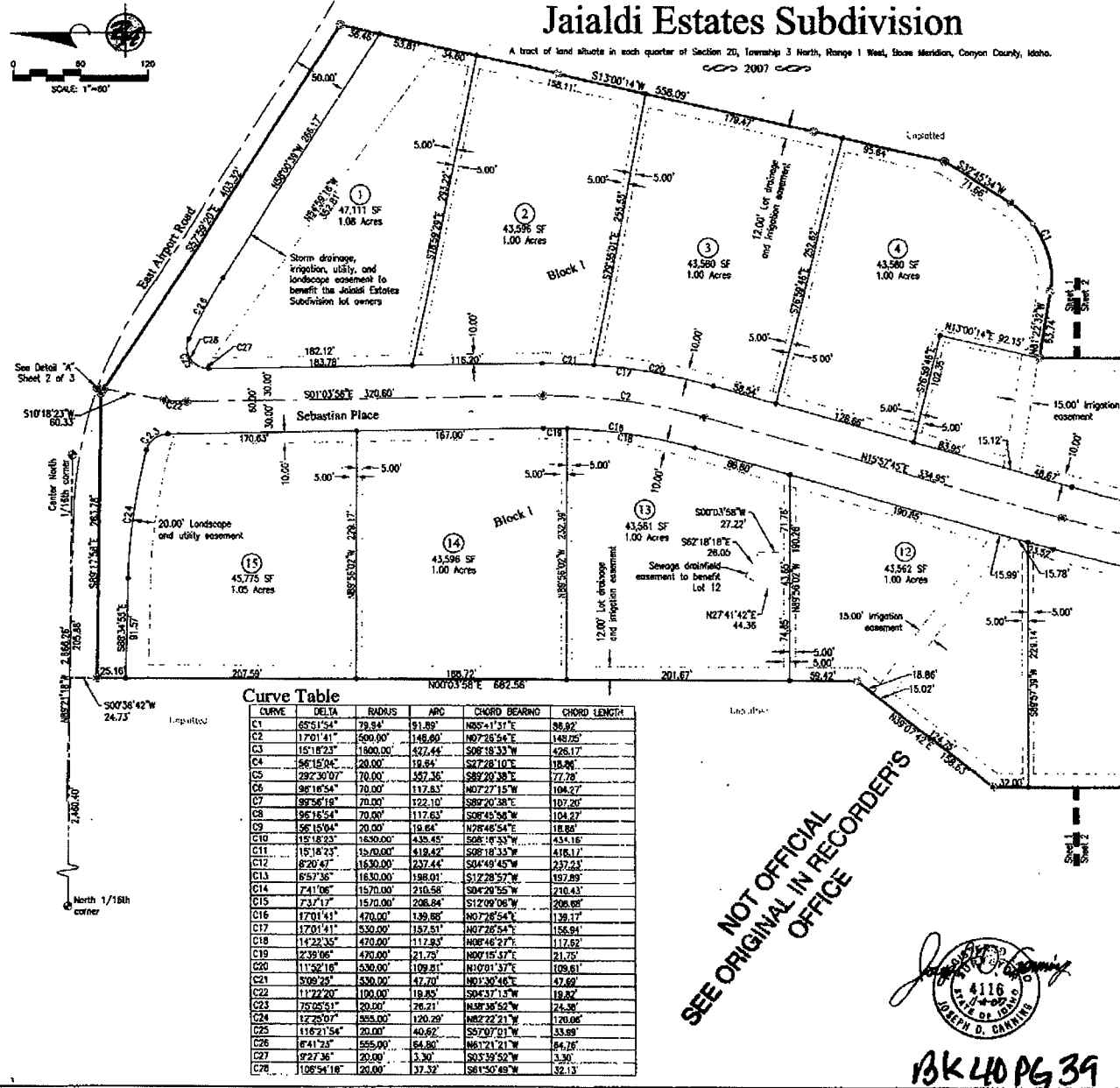


INSTRUMENT NO. 2007074448

Jaialdi Estates Subdivision

A tract of land situated in each quarter of Section 20, Township 3 North, Range 1 West, Snake Meridian, Canyon County, Idaho.



Legend

- Subdivision boundary
- Lot line
- Easement line, use noted
- 10' public utility, irrigation, & lot drainage easement
- Found brass cap
- Found 1/2" pin
- Found 5/8" pin
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- Set witness corner, 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- Calculated point

General Notes

- This property lies withinampa Meridian Irrigation District. A pressure irrigation system has been provided to all of the lots within this subdivision. At this time the lot owners are responsible for any irrigation assessments.
- Any subdivision of this plot shall comply with the applicable regulations in effect at the time of the subdivision.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of Canyon County.
- Other than the access point specifically shown herein, direct lot access to East Airport Road is prohibited.
- Drainage stormwater run-off from buildings & rear yards are to be directed toward the rear of lots and contained on the lot.
- Sanitary sewage and disposal will be by individual septic systems.
- Water supply and distribution will be by individual wells.
- This development recognizes Idaho code 22-4503 right to farm act, which states: "no agricultural operation or an appearance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appearance to it."
- The horizontal datum for this subdivision is based upon existing area surveys.
- All homes are required to be fire sprinklered if required water supply control be provided. The pre-existing home on lot 12, Block I is exempt from this requirement.

Easement Notes

- All lot drainage & irrigation easements shown or designated hereon are non-exclusive, appurtenant to the lot(s) adjoining the easement, shall run with the land, and are hereby granted to the adjoining lot(s) owner(s) for surface storm water runoff.
- All lot irrigation easements shown or designated hereon are non-exclusive, shall run with the land and are hereby granted to all lot owners for installation and maintenance of irrigation systems.
- All easements are parallel (or concave) to the lines (or arcs) that they are adjacent to unless otherwise noted.
- No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, covered parking, fencing, or other such nonpermanent improvements.
- All storm drainage easements shown or designated hereon are to benefit the lot owners of this subdivision and theampa Highway District No. 1 for storm drainage disposal facilities and maintenance. No permanent structures or fences shall be installed within said easements.

Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH
C1	65°51'54"	79.94'	91.89'	N85°+1'31"E	96.82'
C2	17°01'41"	500.00'	146.00'	N67°28'54"E	149.05'
C3	15°18'23"	1800.00'	427.44'	S08°18'33"W	426.17'
C4	96°12'04"	28.00'	18.84'	S82°28'10"E	18.84'
C5	232°30'07"	70.00'	467.36'	S82°00'38"E	77.78'
C6	96°18'54"	70.00'	117.63'	N67°23'15"W	104.27'
C7	96°54'18"	70.00'	122.10'	S82°20'38"E	107.20'
C8	96°15'04"	70.00'	117.63'	S08°45'50"W	104.27'
C9	56°15'04"	20.00'	19.64'	N76°46'54"E	18.60'
C10	15°18'23"	1630.00'	435.45'	S06°18'33"W	434.16'
C11	15°18'23"	1570.00'	418.42'	S08°18'33"W	416.17'
C12	8°20'47"	1630.00'	237.44'	S04°49'45"W	237.23'
C13	65°27'36"	1630.00'	198.01'	S12°28'57"W	197.89'
C14	741°06"	1670.00'	210.58'	S04°29'55"W	210.43'
C15	23°17'	1570.00'	208.84'	S12°09'06"W	208.89'
C16	17°01'41"	470.00'	139.85'	N67°26'54"E	139.17'
C17	17°01'41"	470.00'	137.51'	N67°26'54"E	136.91'
C18	14°22'35"	470.00'	117.83'	N06°46'27"E	117.62'
C19	2°39'06"	470.00'	21.75'	N00°15'37"E	21.75'
C20	11°52'16"	530.00'	109.81'	N10°01'37"E	109.61'
C21	5°09'25"	530.00'	47.70'	N01°30'46"E	47.69'
C22	11°22'20"	100.00'	19.85'	S04°37'15"W	19.82'
C23	75°05'51"	20.00'	26.21'	N49°36'52"W	24.36'
C24	12°26'07"	905.00'	120.29'	N82°22'21"W	120.06'
C25	116°21'54"	20.00'	40.62'	S07°07'01"W	33.89'
C26	6°41'25"	555.00'	64.80'	N61°21'21"W	64.75'
C27	6°27'36"	20.00'	3.30'	S02°39'52"W	3.30'
C28	106°54'16"	20.00'	37.32'	S81°50'48"W	39.13'

NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S
OFFICE



BK 40 PG 39

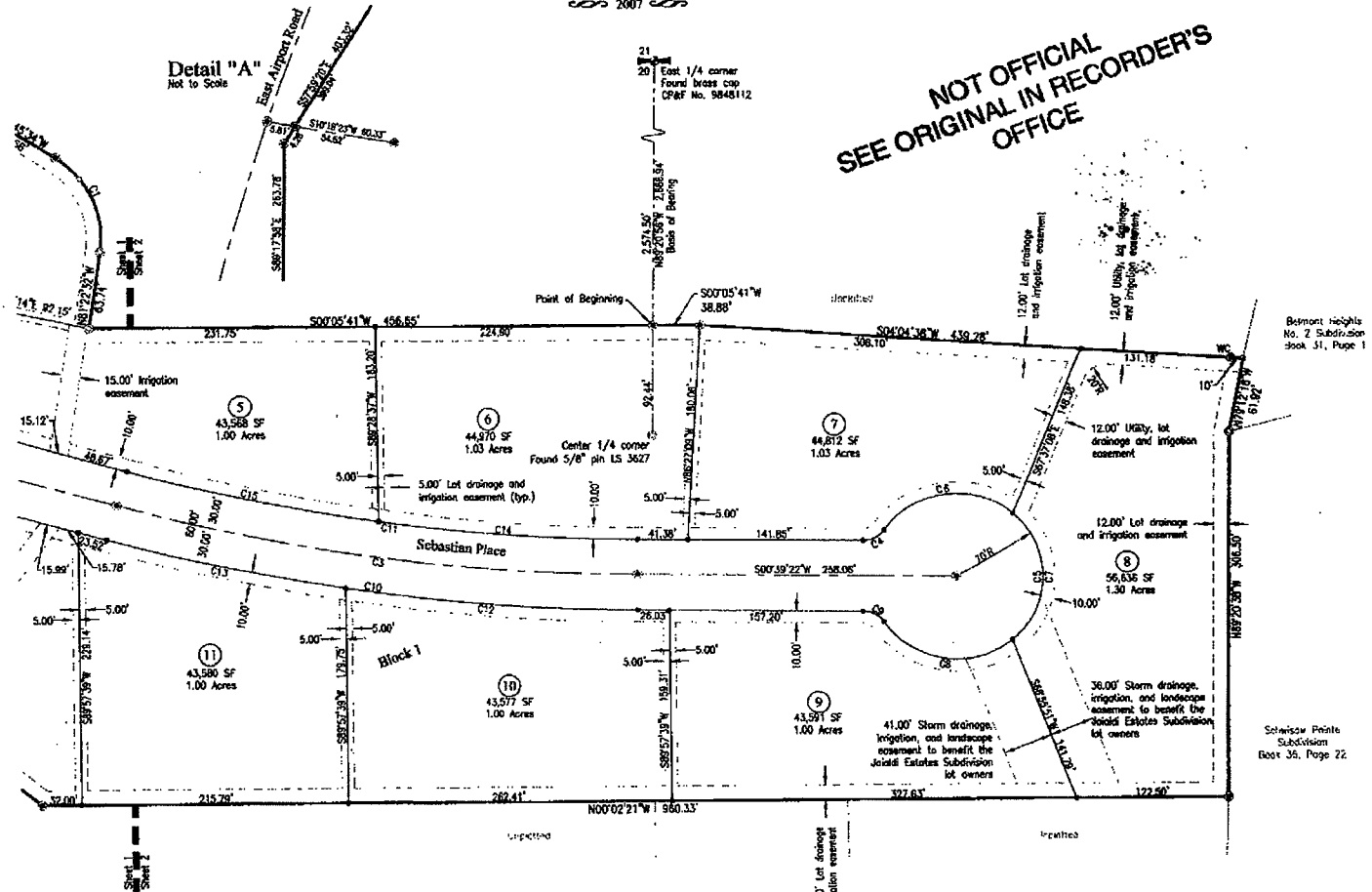
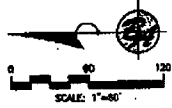


B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3361

Jaialdi Estates Subdivision

A tract of land situate in each quarter of Section 20, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho.

2007



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OFFICE**

Belmont Heights
No. 2 Subdivision
Book 31, Page 1

Selwick Points
Subdivision
Book 36, Page 22



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Jaialdi Estates Subdivision

Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That Jean D. Solatregui, does hereby certify that she is the owner of a certain tract of land to be known as JAIALDI ESTATES SUBDIVISION and that she intends to include the following described land in this plat:

A parcel of land situated in the Section 20, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Commencing at the east quarter-section corner of said Section 20; thence N89°20'56"W, 2,666.94 feet along the northerly boundary of the south half of said Section 20 to the center quarter corner of said section 20; thence returning S89°20'56"E, 92.44 feet to the POINT OF BEGINNING.

Thence S00°05'41"W, 38.88 feet;

Thence S04°04'38"W, 439.28 feet;

Thence N79°12'18"W, 61.92 feet;

Thence N89°20'38"W, 306.50 feet;

Thence N00°02'21"W 960.33 feet;

Thence N39°07'42"E, 158.63 feet;

Thence N00°03'58"E, 682.56 feet to the southerly right-of-way of East Airport Road;

Thence S89°17'58"E, 263.78 feet along said southerly right-of-way of East Airport Road;

Thence S57°59'20"E, 403.32 feet along the southerly right-of-way of East Airport Road;

Thence S13°00'14"W, 558.09 feet;

Thence S32°45'34"W, 71.66 feet;

Thence 91.89 feet along a curve deflecting to the right having a radius of 79.34 feet, a central angle of 85°1'54", a long chord bearing of S65°41'31"W and a long chord distance of 86.92 feet;

Thence N81°22'32"W, 63.74 feet;

Thence S00°05'41"W, 456.85 feet to the POINT OF BEGINNING.

The above-described parcel contains 18.37 acres, more or less.

The public streets shown hereon are hereby dedicated to the public. The easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and no permanent structures are to be erected within the lines of said easements. At this time the lots shown hereon will be served by individual wells.

IN WITNESS WHEREOF: I have hereunto set my hand on this 2nd day of May, 2007.

Jean D. Solatregui 5/12/07
Jean D. Solatregui Date

Acknowledgment

State of Idaho)
County of Ada)

On this 2nd day of May, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Jean D. Solatregui known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF: I have set my hand and seal the day and year in this certificate first above written.

Annemette L. Neuber
Notary Public for Idaho
My Commission Expires 12-17-09



NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S
OFFICE

Certificate of Surveyor

I, Joseph D. Conroy, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of JAIALDI ESTATES SUBDIVISION, as described in the Certificate of Owners and as shown on the attached plot is correct.



Approval of Southwest District Health Department

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Robert Anderson 8/30/07
Southwest District Health Department Date

Approval of Nampa Highway District

The foregoing plat was accepted and approved by the Board of Nampa Highway District Commissioners on the 30 day of May, 2007.

Reed Stat
Commission Chairman

Approval of Planning & Zoning Commission

Accepted and approved this 22 day of October, 2007 by the Canyon County Planning and Zoning Commission of Idaho.

Mark May 10/22/07
Chairman, Canyon County
Planning and Zoning Commission Date

Approval of County Commissioners

We, the County Commissioners for Canyon County, Idaho do hereby certify that at a regular meeting of the County Commissioners held on the 2 day of Nov, 2007, this plat of JAIALDI ESTATES SUBDIVISION was accepted and approved.

Robert Anderson 11-8-07
Chairman, Canyon County Commissioners Date
Christina Brown 11-8-07
County Commissioner Date



Certificate of County Surveyor

I, the undersigned, County Surveyor, in and for Canyon County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

David R. Kincaid 9/28/07
Canyon County Surveyor Date
David R. Kincaid 9/28/07
Date

Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per requirements of Idaho Code 50-1306, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Sharon Boyd 11-06-2007
Canyon County Treasurer Date

Approval of Nampa City Engineer

I, the undersigned, City Engineer in and for the City of Nampa, Canyon County, Idaho, hereby approves this plat on this 13th day of September, 2007.

Theresa Bottelhoff 13 SEP 07
Nampa City Engineer Date



B&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Jaialdi Estates Subdivision
Sheet 3 of 3

2007074448

RECORDED

2007 NOV 9 PM 4 06

WILLIAM H. HURST
CANYON CNTY RECORDER

RYL *William H. Hurst*

2007074452

RECORDED

2007 NOV 9 PM 4 10

WILLIAM H. HURST
CANYON CNTY RECORDER
BYT [Signature] 10/20/07

REQUEST Selshaw, S LLC
TYPE MAC FEE 90-

AFTER RECORDING, RETURN TO:
Bohner Law Office
6061 Tonkin Drive
Post Office Box 16789
Boise, ID 83715

**MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JAIALDI SUBDIVISION
dba JAIALDI ESTATES
CANYON COUNTY, IDAHO**

THIS DECLARATION is made this 15th day of August, 2007, by **JEAN D. SALUTREGUL**, an individual, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant has filed the plat of Jaialdi Subdivision in the plat records of Canyon County, Idaho. Declarant desires to subject the property described as Lots 1 through 15 of Block 1, Jaialdi Subdivision, records of Canyon County, Idaho, according to the official final plat thereof on file in Book 40 of Plats at Page 30 in the records of Canyon County, Idaho. All of the real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above-described plat or by any number or designation thereof, or by any other description, shall be subject to the declarations set forth herein; and

WHEREAS, the Declarant and Grantor may be the owner of, or may acquire, lands adjacent to the Property, and in the event such additional land is platted and developed for uses similar to that of the Property, upon election by the Declarant/Grantor, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein; and

WHEREAS, additional lands may be added to this Master Declaration from time to time. Therefore the Declarant/Grantor may, from time-to-time, promulgate further covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes as "Supplemental Declarations" relating to particular tracts or parcels of real property within Jaialdi Subdivision; however, all terms used herein shall be that as defined in this Master Declaration. The Master Declaration shall not be changed or modified as to Jaialdi Subdivision by any supplemental covenants and restrictions, however, any benefits or addition to the Association by this Master Declaration for any additional annexed property shall be for the benefit of all the

owners in all phases and governed by the Master Declaration. However, it is not the intent that any further burden be placed on Jaialdi Subdivision by any additional properties being subject to this Master Declaration; and

WHEREAS, in order to achieve the objectives and desires of the Declarant/Grantor, the Declarant/Grantor will control the management and government of the Property and the non-profit association of Owners to be created until such time as the Owners' completion of the development process and sale of all lots, at which time the Grantor shall turn the homeowners' association over to the new Lot Owners to operate the same.

NOW, THEREFORE, Declarant hereby declares that the property described above shall be held, sold, and conveyed subject to the terms of this Declaration, which will run with such property and shall be binding upon all parties having or acquiring any right, title, or interest in such property or any part thereof and shall inure to the benefit of each owner thereof, their heirs, assigns, personal representatives and successors in interest.

ARTICLE 1. DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Architectural Review Committee**" or the "**Committee**" shall mean the committee appointed pursuant to Article 5 hereof.

1.2 "**Assessments**" means all assessments and other charges, fines and fees imposed by the Association on an Owner in accordance with this Declaration, including, without limitation, Annual Assessments, Special Assessments, and Individual Assessments as described in Article 9 below.

1.3 "**Association**" means the nonprofit corporation formed to serve as the Owners' association and known as "Jaialdi Subdivision Homeowners Association, Inc."

1.4 "**Building**" shall mean any structure located on a Lot within the Property.

1.5 "**Bylaws**" means the bylaws of the Association as such bylaws may be amended from time to time.

1.6 "**Common Areas**" means those areas designated as such on any plat of the Property or in this Declaration including any Improvements thereon, but excluding those areas designated as public streets and public right-of-ways. Common Areas will also include Common Easement Areas and Public Areas.

1.7 "**Common Easement Areas**" means those easements established for the benefit of all property within Jaialdi Subdivision pursuant to any plat of the Property.

1.8 **“Community-Wide Standards”** means the standards of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

1.9 **“Declarant”** shall mean Jean D. Salutregui, an individual, and her successors and assigns if a recorded instrument executed by Declarant assigns to the transferee all of Declarant’s rights under this Declaration.

1.10 **“Declaration”** shall mean the Declaration of Covenants, Conditions and Restrictions for Jaialdi Subdivision, as amended or supplemented from time to time.

1.11 **“Improvement”** shall mean every temporary or permanent structure of any kind, including, but not limited to any buildings, outbuildings, private roads, driveways, parking areas, walkways, fences and barriers, retaining walls, stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, park strip (if any), signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.12 **“Living Unit”** shall mean any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

1.13 **“Lot”** shall mean each platted or legally partitioned lot within the Property. Lot does not include Common Areas or Public Areas.

1.14 **“Mortgage”** means a mortgage or a trust deed; **“Mortgagee”** means a mortgagee or a beneficiary of a trust deed; and “mortgagor” means a mortgagor or a grantor of a trust deed.

1.15 **“Owner”** shall mean the record Owner, including Declarant, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation or a tenant or holder of a leasehold interest. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.16 **“Policies and Procedures”** means those policies, procedures, rules and regulations adopted by the Association pursuant to the authority granted in this Declaration, as the same may be amended from time to time.

1.17 **“Property”** shall mean Lots 1 through 15, Block 1 of Jaialdi Subdivision, Canyon County, Idaho.

1.18 **"Public Areas"** means areas dedicated to the public or established for public use in any plat of the Property, or so designated in this Declaration.

**ARTICLE 2. DESCRIPTION OF PROPERTY AND CONVERSION
AND CONSOLIDATION OF LOTS**

2.1 **Number of Lots.** The Property consists of the development of a 15-Lot Subdivision, all of which are buildable. However, Lot 1, Block 1 and Lot 15, Block 1 have the burden of and are subject to a 20-foot landscape easement, as the same is designated on the final Plat. The Common Lots as set forth on the final plat are Lots 1 and 15, Block 1, Jaialdi Subdivision, records of Canyon County, Idaho. Lots 2 through 16 are buildable Lots.

2.2 **Land Classifications.** All land within the Property is included in one or another of the following land classifications as shown on the final plat, including but not limited to Lots, Common Areas and Common Easement Areas.

2.3 **Common Facilities.** Declarant does not agree to build any improvements on the Common Areas other than as required by Canyon County, Idaho, or as shown on any plat of the Property, but may elect, at Declarant's option, to build additional improvements.

2.4 **Consolidation of Lots.** Declarant reserves the right to combine any two or more Lots then owned by Declarant upon receipt of any required approvals from the County of Canyon, if applicable, and recording an amendment to this Declaration. For Owners other than Declarant, the Owner of two adjoining Lots, with the approval of Declarant, may elect to consolidate such Lots into one Lot. The consolidation shall be effected by the Owner's recording in the deed records of Canyon County a declaration stating that the two Lots are consolidated, which declaration shall include a written consent executed on behalf of the Declarant. Thereafter, the consolidated Lots shall constitute one Lot for all purposes of this Declaration, including voting rights and assessments. Once so consolidated, the consolidated Lot may not thereafter be partitioned nor may the consolidation be revoked.

2.5 **20-Foot Landscape Easement on Lots 1 and 15, Block 1.** There does exist a 20-foot landscape easement on Lot 1, Block 1 and on Lot 15, Block 1 of Jaialdi Subdivision. The purpose of this landscape easement is to provide landscaping and a buffer to the public road. It shall be the responsibility of the Homeowners Association to plant and maintain shrubs and trees on this 20-foot landscape easement. However, it is understood and agreed that the owners of Lot 1, Block 1 and Lot 15, Block 1 shall have the responsibility to provide irrigation to the trees and shrubs at such times as water is not available from the irrigation ditch or from other sources. The actual maintenance of the trees and shrubs shall be the responsibility of the Homeowners Association and the Homeowners Association shall have the right to enter Lots 1 and 15 for the purpose of pruning the trees and maintaining the easement. Homeowners shall be given at least a 24-hour notice of the intent to prune and the owners of Lots 1 and 15 shall be given at least a 24-hour notice of intent to prune the shrubs and

trees and the owners shall agree and cooperate with the Homeowners Association to ensure this is done in an orderly and proper fashion.

ARTICLE 3. PROPERTY RIGHTS IN COMMON AREAS

3.1 **Owner's Easements of Enjoyment.** Subject to the provisions of this article, every Owner and his invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot.

3.2 **Extent of Owner's Rights.** The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

(a) **Easements.** Declarant reserves for itself and grants to the Association for the benefit of Declarant and the Association and all Owners of Lots within the Property the following easements over, under and upon the Common Areas, including the Common Easement Areas:

(i) An easement on all Common Areas for underground installation and maintenance of pressurized irrigation systems, power, gas, electric, water and other utility and communication lines and services installed by or with the consent of Declarant or with the approval of the Board of Directors of the Association, and any such easement shown on any plat of the Property.

(ii) An easement for construction, maintenance, repair and use of Common Areas, including common facilities thereon.

(iii) An easement for the purpose of making repairs to any Improvements on Common Areas.

Declarant or the Association may (and, to the extent required by law, shall) grant or assign such easements to governmental entities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communications companies serving the Property.

(b) **Alienation of the Common Areas.** The Association may not encumber, sell or transfer the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless such encumbrance, sale or transfer has been approved by a majority of the voting rights in the Association. This requirement shall not apply to the easements described in Section 3.4(a) above.

(c) **Limitation on Use.** The Common Areas are not for use by Owners or family members, guests, tenants and contract purchasers. The right of the Association to adopt, amend and repeal Policies and Procedures in accordance with this Declaration.

3.3 **Easements Retained by Declarant.** So long as Declarant owns any Lot, Declarant shall retain an easement under, over and across the Common Areas in order to carry out sales and rental activities necessary or convenient for the sale and rental of Lots or Living Units. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the property or other real property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by the Owner or the Owner's family, tenants, guests or invitees.

ARTICLE 4. PROPERTY RIGHTS IN LOTS

4.1 **Use and Occupancy.** The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and the Owner shall comply with the restrictions made applicable to such Lot by this Declaration.

4.2 **Easements Granted.** In addition to any easements shown on the recorded plats, in recorded access easements, and as set forth in Article 3, Declarant hereby reserves for itself and grants to the Association the following easements for the benefit of Declarant and the Association:

(a) **Landscape Area Located on Lots 1 and 15, Block 1, Jaialdi Subdivision.** The owners of Lot 1 and Lot 15, Block 1, Jaialdi Subdivision understand that in accordance with these CC&Rs with the provisions of Article 2 that representatives of the Homeowners Association do have the authority and right to enter upon said Lots to perform the maintenance of such Common Areas and said owners of Lot 1, Block 1 and Lot 15, Block 1 shall cooperate in accordance with these CC&Rs.

(b) **Right of Entry.** Declarant, the Architectural Review Committee and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use and/or improvements of such Lot are then in compliance with this Declaration. The Owner will be given advance notice if possible. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

(c) **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities and pressurized irrigation systems may be reserved over portions

of certain Lots, as shown on or described in the recorded plat. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Notwithstanding the provisions of this paragraph, no such easements shall exist along adjoining side lot lines on which a party wall exists.

(d) **Irrigation Easement**. There does exist an irrigation Easement executed by the developer, Jean Salutregui, with Roger S. Wood and Sylvia Wilson Wood, pertaining to an irrigation ditch on the northerly portion of the Jaialdi Subdivision property and the southerly portion of the adjacent property known as the "Woods Property." These CC&R's are subject to that Easement Agreement which is of record in Canyon County, Idaho. Pursuant to that Easement, there is also a Water Users Agreement of record in Canyon County, Idaho, pertaining to the use of the irrigation ditch for irrigation purposes. That Water Users Agreement allows the Subdivision to irrigate from the irrigation ditch shall be as follows: The neighboring property owned by Woods shall have the right to appropriate as needed for irrigation of their property, the water in the irrigation ditch for a period not to exceed 48 hours in each 12-day period. At all other times within said 12-day period, the water shall be available exclusive for the use of Jaialdi Subdivision. The actual rotation as to when the water will be taken out by the Woods Property and/or the Jaialdi Subdivision property shall be worked out with the Water Master to ensure the orderly delivery of water and shall be reduced to a written Water Users Agreement. In no event shall the parties have the use of the water to any greater extent than set forth in these CC&Rs and the agreement between the Developer for Jaialdi Subdivision and the Woods Property.

ARTICLE 5. ARCHITECTURAL CONTROL

5.1 **Approval Required**. No Improvement, as defined in Section 1.11 above, shall be erected, placed, altered, maintained, or permitted to remain on any Lot subject to this Declaration, except Lots owned by Declarant, until final plans and specifications have been submitted to and approved in writing by the Declarant or Architectural Review Committee as provided herein. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing Improvements and as to location with respect to topography and finished grade elevation, and to avoid plan repetition. The procedure and specific requirements for review and approval of residential construction may be set forth in Design Guidelines adopted from time to time by the Architectural Review Committee. The Committee may charge a reasonable fee to cover the cost of processing the application. In all cases which the Declarant or Architectural Review Committee consent is required by this Declaration, the provisions of this Article shall apply.

5.2 **Declarant Control.** Declarant shall exclusively exercise all architectural review and approval controls and all duties of the Architectural Review Committee prescribed under this Article until such time as a construction application is approved and construction has commenced on each Lot within the Property, or at such earlier time as may be determined by Declarant. During this period of architectural control, Declarant will have all rights and authority of the Architectural Review Committee provided in this Declaration.

5.3 **Required Documents.** Any Owner proposing to utilize, improve and/or develop real property within the Property shall submit a completed Architectural Review Committee Construction Application with accompanying application fee and a site plan, floor plans and exterior elevations all in compliance with the Design Guidelines referred to in Section 5.1.

5.4 **Review.** All plans and drawings identified in Section 5.3 above shall be submitted to the Architectural Review Committee for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied by a check in the amount of the application fee payable to the order of Declarant or the Architectural Review Committee as designated by the Architectural Review Committee from time to time. No plans shall be reviewed until the design review fee is paid in full and all items specified in this section and the Design Guidelines are submitted. No work may be performed relating to any Improvement unless and until all aspects of all plans required under Section 5.3 above have been approved by the Architectural Review Committee. The Committee shall render its decision with respect to the construction application within thirty (30) working days after it has received all material and fees required by it with respect to the application.

5.5 **Design Guidelines.** The development concept for the Property shall be determined by the Declarant. Design Guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by the Architectural Review Committee. The Architectural Review Committee shall have the right to alter, rescind or amend any published Design Guidelines without prior notice to any party; provided, however, that once approval has been given pursuant to Section 5.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such Design Guidelines shall be in general conformity with this Declaration. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the development concept or the design standards that the Committee intends for the Property.

5.6 **Inspection.** All work related to any building, structure or Improvement or any landscaping, vegetation, ground cover or other improvements within the Property shall be performed in strict conformity with the plans and drawings approved under Section 5.4 above. The Architectural Review Committee shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to all work if, in good faith, it believes that any such work is nonconforming. In the event that it is

determined by the Committee that certain work is nonconforming, a stop work notice may be issued, without necessity of court order, which shall require the Owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. Neither Declarant nor the Architectural Review Committee nor any officer, director, employee, agent, member, or servant of Declarant or the Architectural Review Committee shall be responsible for any damages, loss, delay, cost, or legal expense occasioned through a stop work notice given in good faith, even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

5.7 **Waiver**. Any condition or provision of Section 5.3 through 5.6 above may be waived by the Architectural Review Committee in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the Project. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under Sections 5.3 through 5.6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the Architectural Review Committee and delivered by certified mail to the party claiming the benefit of such waiver.

5.8 **Architectural Review Committee**. Following the termination of the Declarant architectural controls as provided in Section 5.2, the Board of Directors shall assume responsibility for appointment and removal of members of the Architectural Review Committee, which shall consist of as many persons, but not less than three, as the Board of Directors may determine, or, if it fails to so appoint the members, the Board of Directors shall serve as the Architectural Review Committee.

5.9 **Majority Action**. Except as otherwise provided herein, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity of consulting or notifying the remaining members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

5.10 **Liability**. The scope of the Architectural Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering, building or zoning code compliance or other similar considerations. Neither the Declarant, the Architectural Review Committee nor any member thereof shall be liable to any Owner, tenant, occupant, invitee, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of Declarant or the Architectural Review Committee or a member thereof, provided only that the Declarant or Architectural Review Committee has, or the member has, in accordance with the actual knowledge possessed by the Declarant or Architectural Review Committee or by such member, acted in good faith.

5.11 **Appeal**. At any time after Declarant has terminated its architectural controls provided in Section 5.2 and delegated appointment of the members of the Architectural Review Committee to the Association pursuant to Section 5.8, any Owner adversely affected by action of the Architectural Review Committee may appeal such action to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors of the Association within fifteen (15) working days after receipt of such notification.

5.12 **Effective Period of Consent**. The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked one year after issuance unless construction of the Improvement has been commenced or the Owner has applied for and received an extension of time from the Committee.

ARTICLE 6. RESTRICTIONS ON USE OF RESIDENTIAL LOTS

6.1 **Structures Permitted**. No structures shall be erected or permitted to remain on any Lot except structures containing Living Units and structures normally accessory thereto and a separate structure for use by the Lot Owner as a personal shop and storage area for personal property, the location of which is in conformity with the applicable governmental regulations, is compatible in design with the dwelling structure constructed on such Lot, and has been approved by the Architectural Review Committee as provided in Article 5.

6.2 **Residential Use**. All Lots shall be used for residential purposes only. No retail or industrial use shall be allowed on any Lot. Except with the consent of the Board of Directors, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Living Units, (b) the right of Declarant or any contractor or homebuilder to construct Living Units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Living Unit as a sales or rental office or model home or apartment for purposes of sales or rental in Jaialdi Subdivision, and (c) the right of the Owner of a Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his Living Unit. Commercial use in a residence may be allowed provided only normal residential activities would be observable outside the Living Unit and that the activities would not be in violation of applicable governmental ordinances.

6.3 **Access to Property**. Except as shown on the plat or by recorded easement, no other Lots or private properties may be used for access or parking without that Owner's written permission.

6.4 **Antennas.** Over-the-air reception devices are not permitted within the Residential Areas except standard TV antennas and satellite dishes are permitted so long as they are screened from view from neighboring properties and fully comply with the Design Guidelines and any other applicable restrictions adopted by Declarant, the Architectural Review Committee, the Board, or the Association, pertaining to the size, means, method and location of their installation.

6.5 **Appearance.** All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, and other service facilities located on the Lot shall be screened from view of neighboring lots and streets in a manner approved by the Architectural Review Committee.

6.6 **Building Height Limitation.** Subject to the provisions of Section 6.1, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Living Unit, and no such structure shall exceed the maximum height allowed by Canyon County, the applicable recorded restrictions, and as approved by the Architectural Review Committee.

6.7 **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any neighboring property.

6.8 **Completion of Construction.** Home building must be completed as to external appearance, including painting and all exterior finish, within six (6) months from the start of construction. In the event of undue hardship due to weather conditions or other causes beyond the reasonable control of the Owner, this time period may be extended for a reasonable length of time upon written approval from the Architectural Review Committee.

6.9 **Driveways and Walkways.** All driveways and walkways shall be of concrete. All driveways shall be finished prior to occupancy. Exceptions may be allowed with Architectural Review Committee approval. Owners are responsible for repair of all driveway cuts, concrete breakage of curbs, sidewalks or sidewalk aprons. The Declarant or Architectural Review Committee representative will monitor and provide written documentation to the offending Owner. All repairs must be completed within a reasonable period of time from receipt of written notification from the Declarant or Architectural Review Committee representative.

6.10 **Exterior Colors and Materials.** All exterior colors and materials including those for trim, windows and doors are subject to approval by the Architectural Review Committee. Clearly indicate on submitted plans the locations of all proposed exterior colors. Samples may be standard manufacturer's paint chip samples or such larger samples as may be required by the Committee. Use of muted, earth related tones are encouraged.

All exposed exterior metals (including vent pipes, fireplace flues and flashing), PVC vents and plumbing pipes must be painted to match or blend with exterior house colors or roofing. This includes the gas furnace and gas fireplace exhausts. All exterior mechanical

equipment shall be centralized and screened from view. No T-1 -11 or similar type of siding will be allowed on the exterior walls of any home, garage or any Improvement. All propane tanks (if any) shall be located per governmental regulations and screened from public view.

6.11 **Exterior Lighting.** No exterior lighting shall be placed on a Lot or any portion thereof without approval by the Architectural Review Committee.

6.12 **Fences and Walls.** No fences shall be placed on any Lot or any portion thereof without prior approval by the Architectural Review Committee. The Architectural Review Committee may require the construction of specified fences in certain locations on certain Lots within the Property. There will be a vinyl perimeter fence around the Subdivision and all interior fences will be vinyl and compatible with the color scheme of the primary fence, all as to be approved by the Architectural Review Committee.

6.13 **Firearms and Related Activity.** The Property is subject to the Canyon County, State of Idaho statutes, ordinances, and codes with reference to the use of firearms. Such codes shall be complied with and further there shall be no discharge of any gun or other weapon, including spring or air-actuated pellet guns or a weapon which propels a projectile by use of a bow or sling, explosives or jet or rocket propulsion on the property.

6.14 **Grades, Slopes and Drainage.** Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Lot or Common Area without the express written permission of the Architectural Review Committee, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.

6.15 **Landscaping Completion.** Landscaping plans for each Lot shall be submitted to the Architectural Review Committee and shall be in compliance with guidelines as may be established by the Committee from time to time. Each Owner shall plant at least two trees and/or shrubs in the front yard of each Lot. Such trees/shrubs shall have a calibration of at least two inches (2"). Installation of underground sprinkler systems for front lawns of each home is mandatory on all Lots, and for rear lawns on certain Lots as will be determined by the Architectural Review Committee. The approved landscaping must be completed not later than six (6) months from completion of the home. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Review Committee.

6.16 **Livestock, Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets, excluding pot belly pigs, may be kept, provided that they are not kept, bred or maintained

for any commercial purposes and do not constitute a nuisance. All dogs shall be either in an enclosed yard and/or on a leash when outside of the living unit. The property is within the jurisdiction of Canyon County and all animals are subject to Canyon County laws as they regulate animals and as they may be amended from time to time. Animal nuisance ordinances are also in effect for barking and transient dogs. If an animal is off the Owner's Lot, it must be on a leash. All dogs shall be kept in dog runs or kennels on the property, which kennels are approved by the Architectural Control Committee. All animal waste shall be policed and picked up on a weekly basis.

6.17 **Lot Area, Width, Setback Lines.** Lot area, width and setback lines shall be in accordance with the requirements of the applicable Canyon County and State of Idaho Zoning and Use Regulations, applicable recorded restrictions, and as shown on the Plat. No Lot shall be further partitioned or subdivided.

6.18 **Mailboxes.** Mailboxes are to be uniform throughout the Subdivision. The exact type of mailbox, color and material specifications shall be provided by the Architectural Control Committee and shall be followed by all Lot Owners.

6.19 **Maintenance of Improvements and Grounds.** Each Lot within the Property shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, fences, walks and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the Architectural Review Committee. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed and properly cultivated, and keep all areas of the Lot free of trash, weeds, animal waste, excess building materials, household items, and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. Unsightly rear storage is prohibited.

6.20 **Minimum Square Footage.** Within the Property, any single-family residence shall be a minimum size as set forth below:

(a) A single family residence shall be a minimum of 3,000 square feet of living area and may be constructed on either one or two levels, not including any enclosed garage or bonus room that may be built over the garage.

(b) All single family residences shall have brick or rock fascia covering at least one-half (1/2) of the front of the residence, excluding windows and doors, and one light pole holder made of the same rock/brick on the house, placed in the front yard of the residence at a location to be approved by the Architectural Control Committee.

6.21 **Nuisances.** No obnoxious or offensive activity shall be carried on or upon any Lot therein nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. Fences, walls or hedges as approved by the Committee must be kept in good condition and repair. Lawns must be cut sufficiently and yards maintained at all times so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs that encroach on any other Lot shall be trimmed and pruned if it is a nuisance to neighbors.

6.22 **Offensive or Unlawful Activities.** No noxious or offensive activity shall be carried on upon any Lot therein nor shall anything be done or placed thereon which interferes with or jeopardizes the enjoyment of the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

6.23 **Occupancy.** No occupancy will be allowed before:

- (a) Final inspection and approval by the Architectural Review Committee and in accordance with approved plans.
- (b) Removal of all construction waste, materials and portable toilet.
- (c) Completion of exterior painting.

No owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the unit when he is not in occupancy.

6.24 **Outside Fixtures.** No recreational equipment, including but not limited to, basketball hoops or play structures, are allowed in any street. Other accessory structures or equipment, including but not limited to, tool sheds, play equipment and dog houses are allowed only in locations approved by the Architectural Review Committee, and with approved screening, if required by the Committee.

6.25 **Outside Storage.** Woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot, unless obscured from view of neighboring property and streets by a fence or appropriate screen approved by the Architectural Review Committee. Colored tops and covers shall be of a color approved by the Committee. Trash cans and other moveable rubbish containers shall be allowed to be visible from the street or adjacent Lots within the Property only during the days on which rubbish is collected and after 8 p.m. of the preceding evening.

6.26 **Parking, Prohibited Vehicles, and Lot Appearance.** An enclosed garage, of a size appropriate for a minimum of three cars, is required for any Living Unit on a Lot. Boats, trailers, buses, motor homes, commercial vehicles, flat bed pick-up trucks,

recreational vehicles, (including campers), disabled vehicles or other similar vehicles shall not be parked or stored on any Lot other than inside an enclosed garage, screened from view in a manner approved by the Architectural Review Committee, or on a temporary basis as allowed in the Association Policies and Procedures which may be amended from time to time. No vehicle shall be parked in the street between the hours of 2:00 AM and 5:00 AM without prior written permission from the Association. At no time may vehicles in disrepair be parked on driveways, on the street or on sidewalks within the Property. No major or extended vehicle repairs shall be performed unless inside an enclosed garage. Any vehicle found in violation of these restrictions is subject to towing by the Association at the Owner's expense, which cost may be assessed as an Individual Assessment as provided in Article 9. No other materials, trash, garbage, refuse containers, or other unattractive materials shall be permitted on any Lot, Common Area, or the streets.

6.27 **Required Setbacks.** All Improvements shall be erected, placed, altered and maintained in accordance with all applicable Canyon County setbacks, building height limitations, solar setbacks, building codes, applicable recorded restrictions, and the Architectural Review Committee guidelines for the Property.

6.28 **Roofs.** All roofs and roofing materials shall be limited to quality composition roofs (Presidential), slate, tile, fiberglass or other acceptable fire resistant materials approved by the Architectural Review Committee. No wood, shake-shingle or other highly combustible roof materials will be allowed. Roof materials shall be of earth tone colors. Colors shall not be bright and outstanding. All roof materials and colors are subject to review and approval by the Architectural Review Committee.

6.29 **Sidewalks.** Owners are responsible for clearing sidewalks of snow and debris. Maintenance of the park strip (the landscaped area between a sidewalk and the paved street), if any, shall be the responsibility of the adjacent Lot Owner.

6.30 **Signs.** No sign of any kind shall be displayed to public view on or from any Lot without the Architectural Review Committee's prior written consent; provided, however, that an Owner may display not more than one (1) "for sale" sign per Lot. Said signs shall be limited in size to not more than four (4) square feet. The color, size and placement of such signs will be specified by the Architectural Review Committee. No "for rent" signs are allowed.

6.31 **Special Requirements Affecting Lot 12, Block 1 of Jaialdi Subdivision.** Lot 12, Block 1 presently has an existing structure which is the personal residence of Declarant. The residence located thereon is not subject to the requirements of these Declarations as it affects its size, color, building materials or any additions or remodeling of the same..

6.32 **Utilities.** No above ground utilities, pipes or wires shall be used to connect Improvements with supplying facilities.

6.33 **Utility Easements.** Easements for installation and maintenance of utilities may be reserved over portions of certain Lots, as shown on the recorded plat. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

6.34 **Vacant Lot.** The Owner of a vacant Lot shall maintain the Lot at all times in a groomed and attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties.

6.35 **Water and Sewer Supply.** Each Lot shall have its own independent individual well to supply domestic water to the residence being built thereon. Each Lot shall also have an independent septic system. The water well shall meet all State and County requirements and shall be in a location that does not interfere or disturb the neighbors and is concealed from site. The septic system shall be built and maintained in accordance with the manufacturer's suggested recommendations and in accordance with all regulations, ordinances and statutes that may be promulgated from time to time by the Central District Health, State of Idaho, and/or Canyon County and other State of Idaho entities.

6.36 **Pressurized Irrigation System and Use Schedule.** Each Lot shall have available to it pressurized irrigation water to be delivered to each Lot by the Developer. This pressurized irrigation system shall be operated by an irrigation pump, the responsibility for the maintenance of which shall lie with the Homeowners Association. This pressurized system has been developed in order to provide pressurized irrigation water to this subdivision and later used to provide pressurized irrigation water to approximately 25 acres adjoining Jaialdi Subdivision with a street address of 6819 and 7005 Airport Road, Nampa, Canyon County, Idaho. It is understood that this irrigation system may not be able to deliver all of the irrigation water that a Lot Owner may desire. Therefore, the right to use the pressurized irrigation system shall be subject to available water from time to time and each Lot Owner shall take his water subject to a rotating irrigation schedule which shall be controlled and fixed by the Board of Directors of the Homeowners Association.

6.37 **No School Bus Pickup or Drop-Off.** No school bus pickup or drop-off shall be made in the Subdivision. There will be no school bus pickup or drop-off in the Subdivision. All school children in the Subdivision shall be picked up and dropped off at the corner of Sebastian Place and Airport Road.

ARTICLE 7. ASSOCIATION

Declarant shall organize an association of all of the Owners within Jaialdi Subdivision. Such association, its successors and assigns, shall be organized under the name "Jaialdi Subdivision Homeowners Association, Inc." or such similar name as Declarant shall

designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of property located therein.

7.1 **Organization.** Declarant shall, before the first Lot is conveyed to an Owner, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Idaho. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

7.2 **Membership.** Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's membership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

7.3 **Voting Rights.** Voting rights within the Association shall be allocated as follows:

(a) **Lots.** Lots shall be allocated one Voting Unit per Lot. A single-family residential Lot shall be allocated one vote regardless whether the Living Unit has been constructed on such Lot.

(b) **Classes of Voting Membership.** The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B member and Class A owners shall be entitled to one (1) Vote per lot. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine. In no event, however, shall more Voting Units be cast with respect to any Lot than as set one (1) vote per lot.

Class B. The Class B member shall be the Declarant and shall be entitled to twenty-five (25) votes per Lot for each Lot under the control and ownership of the Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) Declarant has completed development of all Lots and Common Areas permitted under and in accordance with the final plat approved for Jaialdi Subdivision; or

(ii) At such earlier time as Declarant may elect in writing to terminate Class B membership; or

(iii) June 1, 2020.

7.4 **General Powers and Obligations.** The Association shall have, exercise and perform all of the following powers, duties and obligations:

(a) The powers, duties and obligations granted to the Association by this Declaration.

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Idaho.

(c) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Idaho.

7.5 **Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, the following:

(a) **Maintenance and Services.** The Association shall provide maintenance and services for the Property as provided in Article 8 and other provisions of this Declaration.

(b) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association.

(c) **Community-Wide Standards, Rule Making.** The Association, through the Board of Directors, shall have the right to make, establish, promulgate, amend and repeal Community-Wide Standards and any Policies and Procedures governing the conduct of persons and the operation and use of Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the Policies and Procedures, upon adoption, and a copy of each amendment or

modification shall be furnished to each Owner and shall be binding upon all Owners and occupant of all Lots upon the date of delivery.

(d) **Assessments**. The Association shall adopt budgets and impose and collect Assessments as provided in Article 9 of this Declaration.

(e) **Enforcement**. Subject to the provisions of Article 10, the Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Policies and Procedures adopted by the Association, including without limitation, enforcement of the decisions of the Architectural Review Committee.

(f) **Employment of Agents, Advisers and Contractors**. The Association, through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct and perform the business, obligations and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, architects, planners, attorneys and accountants, and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property.

(g) **Borrow Money, Hold Title and Make Conveyances**. The Association may borrow and repay moneys for the purpose of maintaining and improving the Common Areas, subject to Section 3 above, and encumber the Common Areas as security for the repayment of such borrowed money. The Association may acquire, hold title to and convey, with or without consideration, real and personal property and interests therein, including but not limited to easements across all or any portion of the Common Area, and shall accept any real or personal property, leasehold or other property interest within the property conveyed to the Association by Declarant.

(h) **Transfer, Dedication and Encumbrance of Common Area**. Except as otherwise provided in Section 3 above, the Association may sell, transfer or encumber all or any portion of the Common Area to a person, firm or entity, whether public or private, and dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for public purposes.

(i) **Joint Use and Maintenance Agreements**. The Board of Directors of the Association may enter into joint use and maintenance agreements with other associations, entities or persons relating to the joint use and maintenance of the Common Areas or other facilities.

7.6 **Liability**. A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member of the Association for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the

event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

7.7 **Interim Board.** Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or until their successors take office at the next annual meeting following termination of Class B membership. At such meeting, the interim directors shall resign and be replaced by their successors, who shall be designated as provided in this Declaration and the Bylaws of the Association.

7.8 **Turnover Meeting.** Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than ninety (90) days after Lots representing one hundred percent (100%) of the Voting Units computed in accordance with Section 7.3(a) above have been sold and conveyed to Owners other than Declarant. If the Declarant fails to call the turnover meeting as required by this section, any Owner or mortgagee of a Lot may call the meeting by giving notice as provided in the Bylaws.

7.9 **Appointment of Directors.** Effective as of the next annual meeting following termination of Class B membership, the Board of Directors of the Association will be composed of three (3) directors, all of whom shall be elected by the Owners.

ARTICLE 8. MAINTENANCE, UTILITIES AND SERVICES

8.1 **Maintenance and Lighting of Common Areas.** The Association shall be responsible for exterior lighting (if any) for and perform all maintenance upon the Common Areas, Common Easement Areas, and landscaping within dedicated rights of way, including but not limited to grass, trees, entrance signs, streets, street lighting and signs, access easements (alleys), parking areas, walkways and trails, unless the maintenance thereof is assumed by a public body. Such areas shall be maintained in a good and workmanlike manner such as to carry out the purpose for which such areas are intended.

8.2 **Maintenance of Utilities.** The Association shall perform or contract to perform maintenance of all private utilities within Common Areas, such as sanitary sewer service lines, domestic water service lines and storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. Each Owner shall be responsible for maintaining utility lines within his Lot.

8.3 **Services.** The Association may provide or contract for such services as the Board may reasonably deem to be of benefit to the Property, including without limitation, garbage and trash removal for Common Areas.

8.4 **Owner's Responsibility.** Except as otherwise provided in this Declaration or by written agreement with the Association, all maintenance of the Lots and all structures, landscaping, parking areas, and other Improvements thereon, shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in accordance with the Community-Wide Standard of Jaialdi Subdivision. The Association shall, in the discretion of the Board of Directors, assume the maintenance responsibilities of such Owner if, in the opinion of the Board of Directors, the level and quality of maintenance being provided by such Owner does not satisfy such standard. Before assuming the maintenance responsibilities, the Board of Directors shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within 30 days after mailing of such written notice, then the Association may proceed. The expenses of such maintenance by the Association, including administrative costs as determined by the Board of Directors, shall be reimbursed to the Association by the Owner, together with interest as provided in Section 10.7 below. Such charges shall be Individual Assessments and a lien on the Lot as provided in Sections 9.6 and 10.4 below.

ARTICLE 9. **ASSESSMENTS**

9.1 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of Jaialdi Subdivision and for the improvement, operation and maintenance of the Common Areas.

9.2 **Types of Assessments.** The Association may levy Annual Assessments, Special Assessments and Individual Assessments, all as more particularly described below.

9.3 **Apportionment of Assessments.**

(a) **Lots Owned by Declarant.** Lots owned by Declarant shall not be subject to Annual Assessments or Special Assessments until such time as the Lot is occupied for residential use, except that Annual Assessments for reserves as described in Section 9.8 below shall begin accruing for all Lots, including Lots owned by Declarant, from the date the Lot becomes subject to this Declaration. Declarant, however, may defer payment of the accrued reserve assessments for a Lot until the date the Lot is conveyed to a person other than Declarant, or a successor Declarant, but not beyond the date of the Turnover Meeting or, if no Turnover Meeting is held, the date the Owners assumed administrative control of the Association. The books and records of the Association shall reflect the amount owing from Declarant for all reserve assessments.

(b) **Other Lots.** All Lots other than Lots exempt from Assessments pursuant to Section 9.3(a) above shall be subject to assessment and shall pay an equal share of the Annual Assessments and Special Assessments commencing upon the date such Lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such Assessment divided by the total number of Lots subject to Assessment. A Lot shall be

obligated to pay such Assessments regardless of whether the Living Unit has been constructed on the Lot. Notwithstanding the provisions of this section, however, Declarant may elect to delay collection of Annual Assessments against all Lots, but in such case shall pay all common expenses of the Association until such Assessments commence.

9.4 **Annual Assessments.** The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessment and any common profits of the Association. The budget shall take into account the number of Lots as of the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. The budget may be based upon a greater number of Lots than those reasonably anticipated to be subject to assessment during the fiscal year if the Declarant agrees to subsidize the Association for any shortfall in the Operations Fund until the assumed number of Lots is subject to assessment. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 9.8 below. Annual Assessments for such operating expenses and reserves ("**Annual Assessments**") shall then be apportioned among the Lots as provided in Section 9.3 above. The method of adoption of the budget and the manner of billing and collection of Assessments shall be as provided in the Bylaws.

9.5 **Special Assessments.** In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment ("**Special Assessment**") for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments or any other purposes determined by the Board of Directors. Special Assessments shall be apportioned as provided in Section 9.3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors.

9.6 **Individual Assessments.** Any common expense or any part of a common expense benefitting fewer than all of the Lots may be assessed exclusively against the Lots benefitted ("**Individual Assessment**"). Individual Assessments include, without limitations, charges for services provided under Section 8.2 relating to maintenance of access easements and under Section 8.4 herein. Individual Assessments shall also include default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Declaration or the Policies and Procedures of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the Owners subject to Individual Assessments.

9.7 **Operations Fund.** The Association shall keep all funds received by it as Assessments, other than reserves described in Section 9.8, separate and apart from its other

funds, in an account to be known as the "**Operations Fund.**" The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated on the Property, including but not limited to:

- (a) Payment of the cost of maintenance, utilities and services as described in Article 8.
- (b) Payment of the cost of insurance as described in the Bylaws of the Association.
- (c) Payment of taxes assessed against the Common Areas and any improvements thereon.
- (d) Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal and secretarial services.

9.8 **Reserve Fund.** The Declarant shall establish a reserve fund for replacement of those items to be maintained by the Association all or a part of which will normally require replacement in more than three (3) and less than thirty (30) years ("**Reserve Fund**"). Such Reserve Fund shall be funded by Assessments against the individual Lots assessed for maintenance of the items for which the Reserve Fund is being established. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement cost over time. The Reserve Fund shall be used only for replacement of common property as determined by the Board of Directors and shall be kept separate from the Operations Fund. Any interest earned on funds deposited in the Reserve Fund, however, may either be accumulated in the Reserve Fund or deposited in the Operations Fund. The Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from Annual Assessments or Special Assessments. Nothing in this section shall prohibit prudent investment of the reserve account. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

9.9 **Creation of Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by Declarant within the Property, hereby covenants, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration

or the Association Bylaws. Such Assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 10.7, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Such Assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 10 below.

ARTICLE 10. ENFORCEMENT

10.1 **Remedies**. This Declaration shall be specifically enforceable by Declarant or by any Owner of any Lot. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal, or enjoining of any offending Improvements or condition.

10.2 **Nonwaiver**. Failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.3 **Nonqualifying Improvements and Violation of General Protective Covenants**. In the event any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on the Owner's Lot, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the Improvements thereon and the use thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within thirty (30) days of written notice to the Owner, then the Association acting through its Board of Directors, shall have the right to do any or all of the following.

(a) Assess fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done including administrative costs as determined by the Board of Directors, which amount shall be payable to the Operations Fund as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings, or;

(c) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

10.4 **Default in Payment of Assessments; Enforcement of Lien.** If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event, the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owner's voting rights and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any Annual Assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from the Owner's Lot.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment is due. The provisions regarding the attachment, notice, recordation and duration of liens established on real property all in accordance with Idaho law, as the same may be amended from time to time, shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under Idaho law. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) The Association shall have any other remedy available to it by law or in equity.

10.5 **Subordination of Lien to Mortgages.** The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure or nonjudicial sale thereunder shall extinguish any lien of an Assessment notice of which was recorded after the recording of the mortgage or trust deed. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

10.6 **Interest, Expenses and Attorneys' Fees.** Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three percentage points per annum above the prevailing Wells Fargo Bank rate for commercial customers in the treasure valley, but not to exceed the lawful rate of interest under the laws of the State of Idaho. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed thirty percent (30%) of such Assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due under this Declaration or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.

10.7 **Assignment of Rents.** As security for the payment of all liens arising pursuant to this Article 10, each Owner hereby gives to and confers upon the Association the right, power and authority, during the continuance of such ownership, to collect the rents, issues and profits of the Owner's Lot, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligation under this Declaration or the Bylaws to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, the Association may, at any time after ten (10) days written notice to such Owner, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for such indebtedness, enter upon and take possession of such Owner's Lot or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, in payment of any indebtedness to the Association or in performance of any agreement hereunder, and in such order as the Association may determine. Such action shall not cure nor waive any default hereunder or invalidate any act done pursuant to this Declaration. The assignment of rents and powers described in the foregoing paragraph shall not affect, and shall in all respects be subordinate to, the rights and powers of the holder of any first or second mortgage on any Lot, or any part thereof, to do the same or similar acts.

10.8 **Nonexclusiveness and Accumulation of Remedies.** An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

ARTICLE 11. DISPUTE RESOLUTION

11.1 Mediation.

(a) Except as otherwise provided in this section, before initiating litigation or an administrative proceeding in which the Association and an Owner have an adversarial relationship, the party that intends to initiate litigation or an administrative proceeding shall offer to mediate the matter prior to the institution, any administrative proceeding or file a law suit. The offer to mediate shall be in written form and hand delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

(b) If the party receiving the offer does not accept the offer within ten (10) days after receipt of the offer, such acceptance to be made by written notice, hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party, the initiating party may commence the litigation or administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.

(c) Once made, the decision of the court or administrative body arising from litigation or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

(d) The requirements of this section do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation or an administrative proceeding initiated to collect Assessments, other than Assessments attributable to fines.

11.2 **Costs and Attorneys' Fees.** The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation.

11.3 **Survival.** The mediation agreement set forth in this section shall survive the transfer by any party of its interest or involvement in the Property and any Lot or Living Unit therein and the termination of this Declaration.

ARTICLE 12. DECLARANT'S IMMUNITY

The Declarant has a non-exclusive right and power to enforce the covenants, conditions, and restrictions contained in this Declaration, but the Declarant has no legal obligation to enforce or attempt to enforce the provisions hereof. In the event Declarant refuses, neglects, fails or is negligent in enforcing or attempting to enforce the Declaration, there shall not exist or be created any cause of action or claim against Declarant, and each Owner or any person or entity claiming by, through or from said Owner hereby releases Declarant from and

against any claim arising in connection with the development of the Property or related to Declarant's acts or omissions in preparing, filing or enforcing this Declaration and shall be stopped from making or enforcing any such claim.

ARTICLE 13. MORTGAGEES

13.1 **Reimbursement of First Mortgagees.** First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

13.2 **Right of First Mortgagees Relating to Maintenance.** At any time that the Common Areas are not maintained or repaired by the Association to the extent reasonably necessary to protect and preserve the value of the Property for security purposes, then the record mortgagee, upon giving written notice as provided in this section, shall be entitled to exercise the rights of the Owner of the Lot as a member of the Association to vote at all regular and special meetings of the members of the Association for a period of one year following the date of such notice. During this one-year period, the Association shall give notice of all regular and special meetings to both the Owner and the mortgagee, and the Owner may attend such meetings as an observer. Notice from the mortgagee under this section shall quote this Section 13.2 and shall be sent postage prepaid by certified U.S. mail, return receipt requested, to the Owner with a copy by regular mail to the Association at the last known address of each.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 **Duration.** This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included in the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all Property and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent, or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by an affirmative vote or written consent not less than six (6) months prior to the intended termination date of Owners owning not less than 75 percent of the Lots in the Property.

14.2 **Amendment.** This Declaration or any provision thereof may be terminated, extended, modified or amended, as to the whole of said Property or any part thereof with written consent of the Owners of at least seventy-five (75%) of the Lots in the Property, provided, however, that as long as Declarant owns any of the Lots, no such termination, extension, modification, or amendment shall be effective without the written approval of

Declarant. Any such approved amendment must be certified by the President and Secretary of the Association as being adopted in accordance with the laws of the State of Idaho. Notwithstanding the foregoing, until the Turnover Meeting has occurred, Declarant shall have the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Idaho, or any corporation wholly owned, directly or indirectly, by the United States or the State of Idaho that insures, guarantees or provides financing for a planned community or lots in a planned community. After the Turnover Meeting, any such amendment shall require the approval of seventy-five (75%) of the voting rights of the Lots in the Property.

14.3 **Joint Owners.** Unless otherwise provided in this Declaration, in any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

14.4 **Notice of Sale or Transfer of Title.** Any Owner selling or otherwise transferring title to his or her Lot shall give the Association written notice within seven (7) days after such transfer of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. The transferor shall continue to be jointly and severally responsible with the Transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Association, notwithstanding the transfer of title.

14.5 **Nonwaiver.** Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.6 **Construction; Severability; Number; Captions.** This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used in this Declaration, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as

the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

14.7 **Notices and Other Documents.** Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarant or the Association, to 7007 Airport Road, Nampa, Idaho 83687; if to an Owner, at the address given by the Owner at the time of purchase of a Lot, or at the Lot. The address of a party may be changed at any time by notice in writing delivered as provided in this section.

14.8 **Recording.** Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Canyon County, Idaho.

IN WITNESS WHEREOF, Declarant and all owners of the Property have executed this Declaration this 15 day of August, 2007.

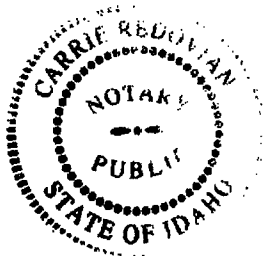
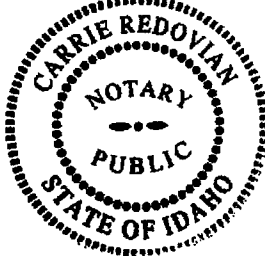
DECLARANT:

Jean D. Salutregui
Jean D. Salutregui

STATE OF IDAHO)
County of Canyon) ss.

On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Jean D. Salutregui, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Carrie Redovlan
NOTARY PUBLIC FOR IDAHO

Residing at _____
My Commission Expires _____ Residing at: Melba, ID
Commission Expires: 3/10/09