

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/25/08 04:15 PM
DEPUTY Danielle Boulette
RECORDED - REQUEST OF
Pioneer

AMOUNT 87.00 29



108021230

ACCOMMODATION

0A-9217

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR
HACIENDA SUBDIVISION
(ALSO KNOWN AS La MIRADA)**

Section 2.23	Garages and Parking Rights	7
Section 2.24	Type of Building	7
Section 2.25	Architectural Control	8
Section 2.26	Sight Distance at Intersections	8
ARTICLE III – Easements, Rights and Owner Responsibilities		8
Section 3.1	Easements of Encroachment	8
Section 3.2	Easements of Access	9
Section 3.3	Drainage and Utility Easements.....	9
Section 3.4	Improvement of ACHD Drainage and Utility Easements	9
Section 3.5	General Easement for Maintenance of Fences and Landscaping ...	9
ARTICLE IV – Townhouse Lots.....		10
Section 4.1	Applicability.....	10
Section 4.2	Minimum Building Size.....	10
Section 4.3	Party Walls.....	10
Section 4.4	Exterior Maintenance.....	11
Section 4.5	Utilities.....	11
ARTICLE V – Villa Lots.....		12
Section 5.1	Applicability.....	12
Section 5.2	General Use Restrictions.....	12
ARTICLE VI – Hacienda Subdivision Homeowners’ Association, Inc.....		13
Section 6.1	Organization of Association.....	13
Section 6.2	Membership	13
Section 6.3	Voting and Quorum	14
Section 6.4	Declarant’s Control of the Association	14
Section 6.5	Board of Directors and Officers.....	14
Section 6.6	Powers of the Association	14
Section 6.7	Duties of the Association	16
Section 6.8	ACHD License.....	17
Section 6.9	Personal Liability	18
Section 6.10	Restrictions on Dissolution	18
ARTICLE VII – Homeowners’ Association Assessments		18
Section 7.1	Covenant for Assessments	18
Section 7.2	Initial and Transfer Assessments	19
Section 7.3	Regular Assessments.....	19
Section 7.4	Special Assessments for Capital Improvements	20
Section 7.5	Limited Assessments, Fines and Penalties.....	20

Section 7.6 Notice and Quorum for Any Action Authorized Under Section 7.4 of this Article	20
Section 7.7 Rate of Assessment	20
Section 7.8 Effect of Nonpayment of Assessments; Remedies of the Assn. ...	21
Section 7.9 Subordination of the Lien to Mortgages	21
Section 7.10 Exempt Property	21
ARTICLE VIII – Architectural Control Committee.....	22
Section 8.1 Membership	22
Section 8.2 Appointment and Removal	22
Section 8.3 Approval of Plans by Architectural Control Committee	22
Section 8.4 Non-Liability of Committee Members	22
ARTICLE IX – Annexation of Additional Properties.....	22
Section 9.1 Annexation.....	22
Section 9.2 Additional Properties	23
Section 9.3 Procedure for Annexation	23
ARTICLE X – General Provisions	24
Section 10.1 Enforcement.....	24
Section 10.2 Severability	24
Section 10.3 Amendment.....	24

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HACIENDA SUBDIVISION
(ALSO KNOWN AS La MIRADA)**

THIS DECLARATION (the "Declaration") is made on the date hereinafter set forth by **JAYO CONSTRUCTION, INC.**, an Idaho corporation, hereinafter referred to as "Declarant".

WITNESSETH,

WHEREAS, Declarant is the Owner of certain real property (the "Property") in Meridian, County of Ada, State of Idaho, which is more particularly described as:

LEGAL DESCRIPTION

All of the land within the boundaries of **HACIENDA SUBDIVISION**, a subdivision according to the official plat thereof recorded as Instrument No. 106128307, in Book 96 of Plats, Pages 11825 through 11829, records of Ada County, Idaho.

WHEREAS, it is the desire and intent of the Declarant to provide certain covenants, conditions, restrictions and easements to assure and enhance the value, desirability and attractiveness of the Property and to provide for the mutual protection of the Owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, restrictions, easements and equitable servitudes, which shall run with the Property, and each and every part, parcel and lot thereof, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any part, parcel or lot thereof; shall inure to the benefit of every portion of the Property or any interest therein; and shall inure to the benefit of and shall be binding upon Declarant, the Owners, and their respective heirs, successors and assigns, and may be enforced by Declarant, or by the Association, or by any Owner.

By acceptance of any conveyance of any Lot within the Property, the Owner and Owner's heirs, the Declarant and Declarant's successors and assigns, and with all other Owners of Lots within the Property, or subsequent Owners thereof, acknowledge and agree that the covenants, conditions, restrictions, easements and equitable servitudes set forth herein shall inure to the benefit of and be binding upon all such parties.

ARTICLE I

Definitions

Section 1.1 "Association" shall mean and refer to the **HACIENDA SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.**, a nonprofit corporation organized or to be organized under the laws of the State of Idaho, or any successor or assign of the corporation.

Section 1.2 "Committee" shall mean and refer to the Architectural Control Committee as set forth in Article VII hereof.

Section 1.3 "Common Area" shall mean all the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners of Villa Lots and Townhouse Lots (subject to the provisions hereof), and are not dedicated to the public. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots 2 and 3, Block 1; Lot 1, Block 2; Lots 1, 11 and 12, Block 3; Lots 1 and 12, Block 4; Lots 1, 4, 20 and 26, Block 5; Lots 1, 6, 12, 20, 25 and 31, Block 6; Lots 2, 7, 12 and 17, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; and Lot 1, Block 11, **HACIENDA SUBDIVISION**, a subdivision according to the official plat thereof recorded as Instrument No. 106128307, in Book 96 of Plats, Pages 11825 through 11829, records of Ada County, Idaho.

Lot 1, Block 1; Lot 13, Block 3 and Lot 1, Block 7, **HACIENDA SUBDIVISION**, a subdivision according to the official plat thereof recorded as Instrument No. 106128307, in Book 96 of Plats, Pages 11825 through 11829, records of Ada County, Idaho.
are Common Area lots reserved by the Developer for further right of way to be maintained by the Association.

The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners of Villa Lots and Townhouse Lots (excluding the Declarant).

Ownership of each Villa Lots and Townhouse Lot shall include an equal and undivided interest with all Owners in and to the Common Area.

Section 1.4 "Declarant" shall mean and refer to JAYO CONSTRUCTION, INC., an Idaho corporation, and its successors and assigns, if such successors and assigns

should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development, and such Lots constitute the remainder of the unconveyed Lots owned by Declarant.

Section 1.5 “Lot” shall mean and refer to any Lot numbered and designated as such upon the official plat of the Property, except the Common Area.

Section 1.6 “Owner” shall mean and refer to the record title holder, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.7 “Property” shall mean and refer to the real property consisting of **HACIENDA SUBDIVISION**, according to the official plat thereof, and every part, parcel and lot thereof, and all contemplated improvements thereto.

Section 1.8 “Townhouse Lots” means those Lots which are designated for the construction of townhouses. The Townhouse Lots shall be as follows:

Lots 2 through 5, 7 through 11, 13 through 19, 21 through 24 and 26 through 30, Block 6; Lots 3 through 6, 8 through 11, and 13 through 16, Block 7, **HACIENDA SUBDIVISION**, a subdivision according to the official plat thereof recorded as Instrument No. 106128307, in Book 96 of Plats, Pages 11825 through 11829, records of Ada County, Idaho.

Section 1.9 “Villa Lots” means those lots which are designated for construction of single family residences. The Villa Lots shall be as follows:

Lots 2 through 17, Block 2; Lots 2 through 10, Block 3; Lots 2 through 11 and 13 and 14, Block 4; Lots 2,3 5 through 19, 21 through 25, Block 5, **HACIENDA SUBDIVISION**, a subdivision according to the official plat thereof recorded as Instrument No. 106128307, in Book 96 of Plats, Pages 11825 through 11829, records of Ada County, Idaho.

ARTICLE II

Building Restrictions Applicable to Villa Lots and Townhouse Lots

Section 2.1 Applicability. The provisions of this Article II shall apply to all Villa Lots and Townhouse Lots.

Section 2.2 Land Use and Building Type. No Lot shall be used except for residential purposes, and no Lot shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a “garage sale” upon such Owner’s Lot. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family residential dwelling.

Section 2.3 Improvements. No Lot shall be improved except with a dwelling or residential structure designated to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incident to a single family residence. The construction of separate principal buildings on any Lot is prohibited.

Section 2.4 Dwelling Structures. No dwelling or residential structure or complex shall be constructed on any Lot without approval of the Architectural Committee of design, specifications, outside color, etc.

Section 2.5 Outbuildings. Except units for use by Declarant in connection with the development and construction of the Property, no house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any Lot or on any portion of the Common Area except as approved by the Association.

Section 2.6 Design and Colors. No dwelling, fence, building, patio cover, garage or other structure shall be built, erected, placed, materially altered or materially repaired which shall alter the surface colors or texture of any unit or portion thereof unless and until plans, specifications and the color scheme have been approved in writing, conditionally or otherwise, by the Architectural Committee. The Architectural Committee may provide a color board of approved colors for exterior surfaces and finishes. For initial construction of residences, the Architectural Committee may also provide a color board of approved colors for interior surfaces and finishes. No Owner shall alter the exterior of any unit nor construct any additions or other exterior structures without the prior written approval of the Committee.

Section 2.7 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 2.8 Motorhomes and Recreational Vehicles. Parking of boats, snow mobiles (on or off trailers) motorhomes, motorcycles, trucks, truck-campers, any recreational vehicle and like equipment, shall not be allowed on any part of said property nor on any public ways adjacent thereto, except only in the confines of an enclosed garage, and no portion of the same may project beyond the enclosed area.

Section 2.9 Commercial Vehicles. No working or commercial vehicles or trailers, shall regularly or as a matter of practice be parked on any Lot, Common Area or street within or adjacent to the Property.

Section 2.10 Water. Domestic water for use inside any residence shall be furnished by Meridian Water or its successors and only the Association may drill or excavate a well to obtain water for outside use. One sprinkler box for entire building shall be located on one end unit in case of Townhouses. All owners shall be required to contain water within their respective Lots. Water usage may be restricted or controlled in any Lot at the direction of the Board.

Section 2.11 Plumbing. All bathroom, sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with a sewage disposal system designed for the whole area and located and approved by the Central District Health Department and the City of Meridian.

Section 2.12 Storage; Refuse. No machinery, appliance or structure or unsightly material may be stored upon any Lot or Common Area nor shall trash, garbage, ashes or other refuse be thrown, dumped, burned or otherwise disposed of upon any Lot or Common Area. Each Owner, at his own expense, shall be responsible for disposal of his own trash, garbage, ashes and other refuse and each Owner shall be required to store the same in cans or garbage disposal facilities out of public sight. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No rubbish, garbage, trash or other waste shall be kept or maintained on any part of a Lot except in a sanitary container. All containers or equipment shall be kept in a clean and sanitary condition.

Section 2.13 Mailboxes. All mailboxes shall be erected as directed by the U.S. Postal Service, the City of Meridian, and of a design approved by the Architectural Control Committee.

Section 2.14 Signs. No signs or billboards of any kind or for any use shall be erected, painted or displayed upon any Lot or Common Area except by the Declarant who reserves the right to display signs, notwithstanding other provisions hereof, during the period Declarant or his authorized agent is selling Lots or units, and except that the resident Owners of Lots may display a name and address plaque attached on or near the front door of a unit or to show such Lot is for sale, or as may be necessary or desirable to give directions, advise or rules and regulations or to caution or warn of danger and such other signs as may be required by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained only with prior approval of the appropriate Committee, which approval shall be given only if such signs shall be of attractive design and in keeping with the total aesthetic theme of the Property and shall be as small in size as is reasonably possible and shall be placed or located as directed or approved by the Committee.

Section 2.15 Landscaping. Upon completion of a dwelling unit, or if weather conditions require within ninety (90) days after completion of a dwelling unit, the Lot upon which said dwelling unit is located shall have landscaping in the front, side and rear yard consistent with the plat and development scheme, and one (1) deciduous or conifer tree at least six feet (6') in height and one and one-half inches (1 1/2") in diameter; two (2) of said trees for Villa Lots, and in the case of rear yard landscaping of Villa Lots, one (1) such tree per 1,000 square feet, as approved by the Architectural Control Committee. Landscaping shall include full sod and automatic sprinkler systems. Each owner shall also provide five (5) five (5) gallon shrubs for interior Townhouses and ten (10) five (5) gallon shrubs for end unit Townhouses and Villas. The lawn and landscaping upon each Lot shall be maintained in a watered, trimmed, clean and orderly condition, so as not to present an offensive and detracting appearance.

Section 2.16 Fencing. No fencing shall be permitted in the front yard of any Lot. All fencing shall only be permitted if there is approval of the appropriate Committee.

Section 2.17 Manufactured Housing. All structures must be constructed on-site and no manufactured housing nor similar structures which are entirely or partially constructed, fabricated, or manufactured off-site shall be allowed.

Section 2.18 Animals. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any Lot, except up to a total of two (2) dogs, (one (1) thirty (30) pounds or less, one (1) thirty (30) pounds or greater); or two (2) cats; or one (1) small dog thirty (30) pounds or less and one (1) cat, which may be kept provided that they are not kept, bred or maintained for any commercial purpose.

2.18.1. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an owner or other person. All owners shall be responsible for immediately picking up and properly disposing of all organic waste of their domestic dogs and cats whether that waste is deposited by the animal on common areas or individual lots. At no time shall an owner allow pet waste to create a nuisance or unpleasant condition to other owners.

2.18.2. The Board may at any time require the removal of any animal, including domestic dogs and cats, if in the Board's sole determination, the animal is creating unreasonable noise or otherwise disturbing other owners unreasonably, or if the owner does not regularly and immediately clean up the pet's organic waste. It may exercise this authority for specific animals even though other animals are permitted to remain.

Section 2.19 Nuisances. No noxious or offensive activity, including without limitations, those creating an offensive odor, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 2.20 Hazardous Activities. No activity shall be conducted on or in any unit, Lot or Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said property; no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit while attended and in use for cooking purposes, or within a safe and well-designed interior and/or exterior fireplace.

Section 2.21 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Control Committee. "Screened" is defined as being concealed or made non-visible from eye level, at grade, at all points within the property. Garage doors shall not be left open for unreasonable lengths of time.

Section 2.22 Basketball Backboards and Rims. No basketball backboards or basketball rims, with or without nets attached, shall be affixed or installed.

Section 2.23 Garages and Parking Rights. All Lots shall be constructed with no larger than a two (2) car garage. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) spaces, together with the right of ingress and egress in and upon said parking area. Temporary (24 hours or less) parking of recreational vehicles, boats, campers or other vehicles will be allowed so long as such vehicles are parked directly in front of the garage door of each unit or some other location designated by the Association. Permanent parking of recreational vehicles, non-operable vehicles, boats, campers, trailers, and similar vehicles shall be prohibited within the Property. All unenclosed parking areas within the subdivision, including all paved areas within the subdivision, are restricted to use for temporary parking by guests, invitees, service people, and other such individuals requiring temporary parking. "Temporary parking" shall mean the parking of operative motor vehicles for no more than forty-eight (48) hours per month. Residents are expressly forbidden from using such temporary parking areas on a routine basis. Loading or unloading shall be allowed for no more than four (4) hours. Boats, motor homes, motorcycles, skidoos, trailers and other such recreation vehicles or equipment shall not be parked in the subdivision except within the enclosed garage and shall not extend beyond the garage doors. Garage doors shall be kept closed except when allowing for ingress, egress, loading or unloading. No vehicle or recreational vehicle shall interfere with the ingress or egress of another owner.

Section 2.24 Type of Building. All buildings shall be of stucco, true lap siding, stone or brick and shall be maintained in a good state of repair and if other than brick or

stone shall be finished and painted and such finish to be kept in good repair. All buildings shall be required to have some stone or brick or stucco on the front of the building. Said property shall be used in such manner as to be inoffensive to any other Property Owner thereof. The roof pitch for all single- level buildings shall be five-twelve (5/12) pitch or six-twelve (6/12), and on two-story buildings shall be five-twelve (5/12) or greater, and a color to be approved by the Architectural Control Committee.

Section 2.25 Architectural Control. No improvements which will be visible above-ground or which will ultimately affect the visibility of any above-ground improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on the Property, unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: Design and style elements, mass and form, topography, setbacks, finish ground elevations, architectural symmetry, drainage, exterior, color and materials, physical or aesthetic impacts on other properties, artistic conformity to the terrain and the other improvements on the Property which the Architectural Committee, in their reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size restrictions.

Section 2.26 Sight Distance at Intersections. All fences, trees, berms or vegetative ground covers within the clear vision triangle, as defined by the Meridian City Code, both at controlled and uncontrolled intersections within the subdivision, shall be planted and maintained in compliance with the standards established by the city of Meridian and any other applicable governmental agencies.

Section 2.27 Declarant's Right. Declarant reserves the right to construct residences and other improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners.

ARTICLE III

Easements, Rights and Owner Responsibilities.

Section 3.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement or settling or shifting of improvements thereon, including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. In the event a party wall exists or is constructed not directly upon a

Lot line, the Owner of an encroaching unit is hereby granted an exclusive easement of encroachment upon the adjacent Lot by a width equal to the distance the party wall extends beyond the Lot line, and by a length equal to the full length of the Lot. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of improvements; provided however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 3.1.

Section 3.2 Easements of Access. All of the Common Area is reserved for use as access, ingress and egress easements for all Lots. Each Owner shall have a perpetual and non-forfeitable easement for the right of ingress and egress over and across the Common Area, which perpetual easement shall run with the land. If access, ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to the Owner's easement granted by this Section 3.2.

Section 3.3 Drainage and Utility Easements. A ten foot (10') public utility, drainage, irrigation and Meridian City street light easement is reserved adjacent to public rights-of-way within the Property. A blanket public utility, drainage and irrigation easement is reserved upon all of the Common Area.

Section 3.4 Improvement of Ada County Highway District Drainage and Utility Easements. The Owners of Lots are hereby restricted and enjoined from constructing any improvements upon any drainage or utility easement areas as shown on the plat of the Property or otherwise designated herein or in any recorded document which would interfere with or prevent the easement from being used for such purpose.

Section 3.5 General Easement for Maintenance of Fences and Landscaping. An easement is hereby reserved to the Association, its contracts and agents, to enter those portions of Lots for the purpose of installing, maintaining, replacing and restoring any Association-owned or -controlled fences and landscaping. Such activity shall include, by way of illustration and not of limitation, fence maintenance, lawn maintenance, rear lawn maintenance, walkway improvements, seasonable planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

ARTICLE IV

Townhouse Lots

Section 4.1 Applicability. The provisions of this Article IV shall apply only to Townhouse Lots.

Section 4.2 Minimum Building Size. Any residential building erected upon a Townhouse Lot shall have a floor area required under provisions set by the Architectural Control Committee. In no event shall the required area be less than 1,100 square feet of ground floor area of a one-story house or 1,000 square feet of first floor area in the case of two-story. No split-entry buildings are allowed. The minimum ground floor area shall be exclusive of garage, carport, patio, breezeway, storage room, porch and deck floor area. No buildings shall exceed thirty-two feet (32') in height unless approved by the Architectural Control Committee. All dwelling units must be constructed with a minimum two (2) car attached garage.

Section 4.3 Party Walls.

4.3.1 Definition of Party Walls. All residential structures erected upon any Townhouse Lot shall be so constructed that there exists walls dividing said structure into separate living quarters and said dividing walls shall be placed directly upon and along the common boundary lines dividing Lots within each group of Lots upon which said structure is erected.

4.3.2 General Rules of Law to Apply. Each wall which is built as described in Section 4.3.1 above shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

4.3.3 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

4.3.4 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

4.3.5 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4.3.6 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.3.7 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, said dispute shall be determined by arbitration utilizing an arbitrator selected by the Management Company or the Board of Directors. Either party to a dispute shall be entitled to dismiss one (1) arbitrator and require that another be selected.

Section 4.4 Exterior Maintenance. The Association shall provide all exterior maintenance upon each Townhouse Lot, as follows: Paint, replacement and care of roofs, gutters, downspouts, exterior building surfaces, common area landscaping, common area walks, landscaping, other exterior improvements, fences, lawns, and tree and shrub trimming and pruning. Such exterior maintenance shall include exterior landscaping except for personalized landscaping in courtyards, which shall be the responsibility of the Owner of each Townhouse Lot, unless the same is visible from the street. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Townhouse Lot or the improvement thereon is caused through the willful or negligent acts of the Owner, or through willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. No condition shall be permitted to exist upon any Owner's portion of a structure which results in damage to any portion of any other structure. The selection of exterior colors for paint and roofing shall be the responsibility of the Association. Patio covers, decks, railings and other structures must be uniform in design and the outside color schemes for all units must be uniform.

Section 4.5 Utilities. It is recognized that service lines of water, sewer, gas and electrical utility services for each structure erected upon a Townhouse Lot may be common lines on the exterior of such structures, which lines may cross one or the other of the group of Lots comprising such Townhouse Lot. The Owner of each Lot comprising a portion of the Townhouse Lot shall have a permanent easement on, over and across the other Lot comprising a portion of such Townhouse Lot for the purpose of maintaining the necessary service lines for water, sewer, gas and electrical utility services providing such service to the structure upon such Townhouse Lot, as shall be reasonable and necessary for maintenance and repair of any such water, sewer, gas and electrical utility lines. Individual utility lines serving a living unit shall not pass under or through another living

unit, and separate utility service shut-offs for each unit shall be provided. The expense of maintenance or repair of the utility line serving an individual unit shall be borne by the Owner of the living unit served by such line, and following any repair or maintenance of such line, the Owner whose property is served by such individual line will be obligated to restore the surface ground to its original condition as it existed prior to the maintenance and repair. All expenses of maintenance and repair of common water, sewer, gas and electrical utility lines at exterior points (being defined as any point other than within the structure) shall be borne equally by the Owners of adjoining Lots comprising the Townhouse Lot upon which the structure served by such common lines is situated.

ARTICLE V

Villa Lots

Section 5.1 Applicability. The provisions of this Article V shall apply only to Villa Lots.

Section 5.2. General Use Restrictions.

5.2.1 Minimum Building Size. Any residential building erected upon a Villa Lot shall have a floor area required under provisions set by the Architectural Control Committee. In no event shall the required area be less than 1,500 square feet of ground floor area of a one-story house or 1,200 square feet of first floor area in the case of two-story. No split-entry buildings are allowed. The minimum ground floor area shall be exclusive of garage, carport, patio, breezeway, storage room, porch and deck floor area. No buildings shall exceed thirty-two feet (32') in height unless approved by the Architectural Control Committee. All dwelling units must be constructed with a minimum two (2) car attached garage.

5.2.2 Garages. Each unit constructed within the Property shall include a two (2) car, enclosed garage which is an integral part of the unit structure.

5.2.3 Exterior Structure Maintenance; Owner's Obligations. The Association shall maintain all exterior landscaping on Villa Lots, except for personalized landscaping in courtyards, which shall be the responsibility of the Owner of each Villa Lot, unless the same is visible from a street. No improvements, including mail boxes and landscaping, shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair or to create a dangerous, unsafe, unsightly or unattractive condition, or damages to property or facilities on or adjoining their Lot which would otherwise be

the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular Assessments.

In the event the improvements on any Lot shall suffer damages or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction. If, after ninety (90) days, the repair, restoration or reconstruction of such damages or destroyed improvements have not taken place, the Association, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so and such Owner shall bear all cost incurred by the Association. Should the Owner fail to reimburse the Association, a lien shall be applied to the Lot.

ARTICLE VI

Hacienda Subdivision Homeowners' Association, Inc.

Section 6.1 Organization of Association. The Hacienda Subdivision Homeowners' Association, Inc. ("Association") is an Idaho nonprofit corporation formed pursuant to the Idaho Nonprofit Corporation Act, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation of the Association, the By-Laws of the Association, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 6.2 Membership. Each Owner of a Villa Lot or a Townhouse Lot subject to this Declaration, including Declarant, by virtue of being such an Owner and for so long as such ownership is maintained, shall be a member of the Association, and consents to such membership by virtue of ownership of a Lot. No Owner shall have more than one (1) membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in- interest of the Owner, and all

memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to a Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

Section 6.3 Voting and Quorum. The Association will have one (1) class of membership, which shall be voting membership. Ten percent (10%) of the total number of voting memberships shall constitute a quorum at any meeting of the membership. In the event that a quorum is not present, another meeting may be called and the required quorum at the subsequent meeting, after notice as provided in the Association Bylaws, shall be five percent (5%) of the total number of voting memberships. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.4 Declarant's Control of the Association. The Declarant shall maintain control of the Association which right to control, including the right to the selection of the Board of Directors, selection of the Architectural Control Committee, and powers over assessments, shall terminate upon the occurrence of the first of the following events:

6.4.1 By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to control the Association and to appoint the Board of Directors. The Declarant may elect to terminate its rights in part and retain other rights as the Declarant may determine.

6.4.2 Upon that date which is sixty (60) days after one hundred percent (100%) of the Lots in the Subdivision (including property which is annexed into the Property pursuant to the terms of this Declaration) have been sold to persons other than the Declarant.

Section 6.5 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, By-Laws and this Declaration as the same may be amended and supplemented from time to time. There shall be at all times a minimum of one (1) Director each from the Villa Lots and Townhome Lots represented on the Board.

Section 6.6 Powers of the Association.

6.6.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the Idaho Nonprofit Corporation Act subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-

Laws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under the Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Common Area and the performance of the other responsibilities herein assigned, including without limitation:

6.6.2 Assessments. The power to levy assessments (regular, special and limited assessments and fines and penalties) on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

6.6.3 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

6.6.4 Delegation Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board of Directors shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. Neither the Association, the Members of its Board of Directors, nor the management company or its agents or employees, shall be liable. The Association shall cause the management company to be named as an additional insured on the Association's liability insurance policies and the Association shall save, indemnify and hold harmless the management company from and against any and all claims which are not covered by insurance.

6.6.5 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association rules). A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of

this Declaration, or the Articles or By-Laws, the provisions of the Association rules shall be superseded by the provisions of this Declaration, the Articles or the By-Laws to the extent of any such inconsistency.

6.6.6 Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

Section 6.7 Duties of the Association. In addition to the powers delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

6.7.1 Operation and Maintenance of Association Property. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of all real and personal property owned or acquired by the Association, including, without limitation, all common areas and common area improvements..

6.7.2 Taxes and Assessments. The Association shall pay all taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

6.7.3 Insurance. Obtain, if the Board so elects, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect casualty, liability, blanket liability insurance on the structures on Townhome Lots, and/or other insurance as the Board deems appropriate.

6.7.4 Rule Making. Make, establish, promulgate, amend and repeal the Association rules, and provisions for fines and penalties for violations of this Declaration and Association Rules, including, without limitation, rules and regulations applicable to the hours of operation and use of the Clubhouse.

6.7.5 Architectural Control Committee. Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

6.7.6 Drainage Systems. Operate, maintain, repair and replace, all drainage systems located within the Property and shown on the Plat which are not maintained by public authorities.

6.7.7 Street Lights. Maintain, operate, repair and replace street lights within the Property to the extent such street lights are not operated, maintained, repaired and replaced by the City of Meridian City, the Ada County Highway District or other governmental entity.

6.7.8 Subdivision Approval Responsibilities. Perform all continuing duties and responsibilities imposed upon the Declarant pursuant to any governmental approvals related to the Property including, without limitation, those set forth in the preliminary plat approval.

6.7.9 Operation and Maintenance of Irrigation Water Supply System. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the irrigation water supply system. All maintenance costs and annual irrigation water fees shall be included in the Homeowners' Association assessments.

Section 6.8 ACHD License.

Notwithstanding that the Association is obligated to maintain the Common Area and facilities, it is hereby provided that Ada County Highway District (the "ACHD") may elect to maintain any part or facility of the Common Area defined herein should the Association fail to maintain same. In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the defined Common Area or facility, ACHD shall, before undertaking maintenance of said Common Area, provide written notice of its intention to begin maintenance of the defined Common Area or facility within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the defined Common Area or facility to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may in its sole discretion elect to either (1) commence litigation against the Association and/or Townhouse and Villa Lot Owners to compel the performance of maintenance or (2) may begin to undertake maintenance of the defined Common Area or facility. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the Common Area to perform inspection and maintenance. Should ACHD engage in maintenance of the defined Common Area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall be entitled to and empowered to file a ratable lien against all

Townhouse and Villa Lots within Hacienda Subdivision with power of sale as to and every Lot to secure payment of any and all assessments levied against any and all Townhouse and Villa Lots in Hacienda Subdivision pursuant to this Declaration, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD in connection therein. ACHD may exercise their rights under Idaho Code by assessing the Townhouse and Villa Lot Owners and certifying those assessments in the manner as real property tax. This section shall not be amended without prior written approval from ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain the defined Common Area and facilities contained therein without the prior written approval from ACHD. The Association and all Townhouse and Villa Lot Owners, by accepting title to a Lot, agree that all Townhouse and Villa Lot Owners within Hacienda Subdivision are benefited Property Owners for purposes of this section.

Section 6.9 Personal Liability. No member of the Board, member of the Committee or any other committee of the Association, or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Committee or any other committee of the Association, the Declarant, or the manager, if any, or any agent, representative or employee of the Association, the Board, the Committee or any other committee of the Association, the Declarant or the manager, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 6.10 Restrictions on Dissolution. The Association shall not be dissolved without the express written consent of the City of Meridian.

ARTICLE VII

Homeowners' Association Assessments

Section 7.1 Covenant For Assessments.

7.1.1 Applicability. The provisions of Article VII shall apply to Townhouse Lots and Villa Lots. All references to "Lots" in this Article VII shall mean and refer to both Townhouse Lots and Villa Lots.

7.1.2 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association the following assessments, fees and charges: (1) initial and transfer assessments; (2) regular periodic

assessments or charges; (3) special assessments for capital improvements; and (4) limited assessments, fines and penalties. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest, costs of collection and reasonable attorney's fees, shall be a charge upon the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

7.1.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and related to the operation, improvement, repair and maintenance of the Common Area, the Clubhouse and other improvements situated thereon, and the costs thereof, the maintenance, repair and operation of the irrigation water system, and exterior maintenance of the Townhouse Lots, pursuant to Section 4.4. Assessments shall also include all costs and expenses of performance by the Association of all duties imposed hereunder upon the Association, the Board of Directors and the Architectural Control Committee. Assessments shall also be levied by the Association, as part of the Regular Assessments, to provide appropriate reserve funds for necessary or planned capital expenses.

Section 7.2 Initial and Transfer Assessments. The Board or the Declarant shall establish and assess an initial set up fee and/or a transfer fee upon conveyance of title.

Section 7.3 Regular Assessments.

7.3.1 Amount to be Fixed by Declarant. Until such time as one hundred percent (100%) of the Lots in the Property have been initially conveyed by Declarant, the Declarant shall fix the amount of the regular assessments. The Declarant shall fix the amount of the initial regular assessment beginning the first day of the month following the conveyance of the first Lot by Declarant. Thereafter, the Declarant shall fix the amount of the regular assessments at least thirty (30) days in advance of each regular assessment period. Written notice of the regular assessments shall be sent to every Owner subject thereto.

7.3.2 Amount to be Fixed by the Board of Directors. At such time as one hundred percent (100%) of the Lots in the Property have been initially conveyed by Declarant, the Board of Directors shall fix the amount of the regular assessments at least thirty (30) days in advance of each regular assessment period.

Written notice of the regular assessment shall be sent to every Owner subject thereto.

7.3.3 Due Dates for Regular Assessments. Regular assessments shall be due and payable on a quarterly installment basis to be established by the Declarant or the Board.

Section 7.4 Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, including paved surfaces, fixtures and personal property related thereto, provided that any such assessment shall have assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

Section 7.5 Limited Assessments, Fines and Penalties. The Association may levy against Owner a limited assessment equal to the costs and expenses incurred by the Association, including legal and management fees, for the construction, installation, maintenance and repair and replacement of common area equipment and facilities, or any corrective action necessary due to damage by the negligent acts or an Owner, or any person or entity occupying a Lot with the Owner's consent, either express or implied, or for the costs incurred in bringing the Owner's Lot into compliance with the provisions of this Declaration. In addition, the Association may establish and impose against any Owner fines or penalties for violations of this Declaration, which fines or penalties, when imposed, shall constitute assessments against the particular Lot involved.

Section 7.6 Notice and Quorum for Any Action Authorized Under Section 7.4 of this Article. Written notice of any meeting called for the purpose taking any action authorized under Section 7.4 of this Article shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.7 Rate of Assessment. Assessment for Townhouse Lots shall be uniform among all Townhouse Lots, and assessments for Villa Lots shall be uniform among all Villa Lots. Assessments for Townhouse Lots and for Villa Lots will not be the same. Townhouse Lots shall be assessed for all maintenance costs for exterior landscaping and exterior building maintenance of Townhouse Lots, pursuant to Section

4.4. Both Townhouse Lots and Villa Lots shall be assessed for all other assessments provided for herein.

Section 7.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lot upon recording of a Notice of Claim of Lien with the Ada County Recorder. Such liens shall be prior and superior to all other liens or claims created subsequent to the recording of the Notice of Claim of Lien, except for tax liens for real property taxes and any assessment on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto. With respect to any assessment not paid within sixty (60) days after the due date, the Association may cause to be recorded in the office of the Ada County Recorder a Notice of Claim of Lien. The notice shall state the amount of such assessment and other authorized charges, including the cost of preparing and recording such Claim of Lien, a description of the lot against which the same has been assessed, and the name of the record owner thereof. Such lien may be foreclosed by appropriate action in court by the Association in accordance with the provisions of the Idaho Code applicable to the foreclosure of Mechanic's and Materialmen's liens.

Section 7.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Mortgagees are not required to collect assessments. Failure to pay any assessment shall not constitute a default under an insured mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7.10 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

7.10.1 All property expressly dedicated to and accepted by a local public authority;

7.10.2 All properties owned by the Association; and

7.10.3 All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

ARTICLE VIII

Architectural Control Committee.

Section 8.1 Membership. The Committee shall consist of not less than four (4) members. The initial members of the Committee shall be **DOUGLAS JAYO, JUSTIN JAYO, CAMERON JAYO** and **SHANE JAYO**. Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Committee need not be an Owner.

Section 8.2 Appointment and Removal. Until such time as one hundred percent (100%) of the Lots in the Property have been initially conveyed by Declarant, or at such time as the Declarant may waive said right in writing, Declarant shall have the exclusive right to appoint and remove all members of the Committee. At such time as one hundred percent (100%) of the Lots in the Property have been initially conveyed by Declarant, or the Declarant has waived his right, the Board shall thereafter designate and appoint members of the Committee. Thereafter the Board may, in its discretion, abolish the Committee, in which event the Board shall then serve as the Committee.

Section 8.3 Approval of Plans by Architectural Control Committee. No building or structure, including, but not limited to, swimming pools, animal runs and outbuildings, shall be commenced, erected, placed or altered on any Villa Lot or Townhome Lot until the detailed construction plans and specifications showing the proposed construction of the same on the particular building site have been submitted to and approved in writing by the Committee. All plans and specifications for approval by the Committee must be submitted at least fifteen (15) days prior to the proposed construction starting date. In the event that the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 8.4 Non-Liability of Committee Members. Neither the Committee or any member thereof, nor its duly authorized representatives, shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or members thereof.

ARTICLE IX

Annexation of Additional Properties

Section 9.1 Annexation. Declarant, or its successor in interest, may develop other neighboring properties and may, in Declarant's discretion, deem it desirable to

annex some or all of such other properties to the Property covered by this Declaration. The annexed properties may, at Declarant's sole discretion, be used and developed for any purpose allowed under appropriate zoning regulations. Such other properties may be annexed to the Property and brought within the provisions of this Declaration by Declarant, its successors or assigns, at any time, and from time to time, without the approval of any Owner, the Association or its Board of Directors. As such properties are developed, Declarant shall, with respect thereto, record a Supplemental Declaration which shall annex such properties to the Property and which may supplement this Declaration with such additional or different covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for the properties or portions thereof and may delete or eliminate as to such other properties such covenants, conditions, restrictions, reservations and easements as are contained herein which Declarant deems not appropriate for the other properties.

Section 9.2 Additional Properties. Subject to the provisions of paragraph 9.1 above, upon the recording of a Supplemental Declaration as to other properties containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the added properties in the same manner as if it were originally covered by this Declaration, subject to such modification, changes and deletions as specifically provided in such Supplemental Declaration. The Grantees of any Townhouse Lots located in the other properties shall share in the payment of assessments to the Association as provided herein from and after the recordation of the first deed of a Lot within the added properties from Declarant to an individual purchaser thereof.

Section 9.3 Procedure for Annexation. The additions authorized under Section 9.1 above, shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the other properties or portion thereof, which shall be executed by Declarant or the Owner thereof and shall extend the general plan and scheme of this Declaration to such other properties subject to the changes, modifications, deletions and additions as are applicable to such other properties or portion thereof under such Supplemental Declaration. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the other properties or portions thereof described therein, and thereupon said other properties or portion thereof shall become and constitute a part of the properties, become subject to this Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, reservations and easements and equitable servitudes contained herein as modified by such Supplemental Declaration for such other properties or portion thereof, and become subject to the functions, powers and jurisdiction of the Association and the Owners of Townhouse Lots in said other properties or portion thereof shall automatically become Members of the Association. Such Supplemental Declaration may contain such additions, modifications or declarations of the covenants, conditions, restrictions, reservations or easements and equitable servitudes contained in this Declaration as may be deemed by Declarant desirable to reflect the different character, if any, of the other properties or portions thereof or as Declarant may deem appropriate in the development of the other properties or portion thereof.

ARTICLE X

General Provisions

Section 10.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any condition, covenant, restriction, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If any party shall violate or attempt to violate any of the covenants and restrictions herein contained, and shall persist in such violation or attempt after ten (10) days notice in writing served or delivered upon such party, the Declarant or any other Owner may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefore, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from any party found to be in violation of, or to be attempting a violation of, these restrictions.

Section 10.2 Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 10.3 Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of recordation hereof, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, from time to time, by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the votes cast at a regular or special meeting of the members of the Association called for that purpose at which a quorum is present. All amendments shall be certified in writing by the President and Secretary of the Association and shall be recorded with the Ada County Recorder's office.

IN WITNESS WHEREOF, The undersigned, being the Declarant herein, has hereunto set its hand and seal this 25 day of Feb, 2008.

JAYO CONSTRUCTION, INC.
an Idaho corporation

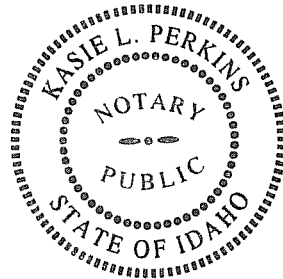
By: 
DOUGLAS JAYO, President

STATE OF IDAHO)
 :SS
County of Ada)

On this 25th day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Douglas Jayo**, known or identified to me to be the President of **Jayo Construction, Inc.**, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

(SEAL)



Kasie L Perkins
Notary Public for Idaho
Residing at: Boise Id
My Commission Expires: 6-7-08