

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/09/05 04:31 PM
DEPUTY Gail Garret
RECORDED - REQUEST OF
Rod Ralphs

AMOUNT 87.00 29



SPACE RESERVED FOR
RECORDER'S USE

**MASTER DECLARATION
OF THE
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE
SHERIDAN PLACE SUBDIVISION**

(In the City of Meridian, County of Ada, State of Idaho)



THIS DECLARATION is made on the date hereinafter set forth by Coppertree Development L.L.C., an Idaho Corporation, by Robert Chavez, its managing member, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS Declarant is the owner of certain real property in Ada County, Sate of Idaho, hereinafter referred to as the "Property" and/or "Properties", more particularly described as follows:

SHERIDAN PLACE SUBDIVISION, according to the official plat thereof, as shown on Bk 92, pg 10886 thru 10887, in the Ada County Recorder's office, (Instrument Number: 105064301), being a particular parcel of land in SW ¼ of Section 29, Township 4 North, Range 1 East, B.M. Ada County, Idaho; AND

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto; AND

WHEREAS, Declarant has entered into a development agreement and other agreements with various governmental entities, which place certain restrictions on the subject property, as well as requiring certain activities and/or improvements on the subject property; AND

WHEREAS, Declarant executed an addendum to a purchase agreement on June 3, 2004, addressing covenants, conditions, and restriction for specific provisions relating to specific lots set forth herein;

NOW THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold, and conveyed, upon, and subject to, the easements, conditions, covenants, restrictions,

Declaration of Covenants, Conditions, and Restrictions
SHERIDAN PLACE SUBDIVISION

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and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of, and which shall run with the Properties, and shall be binding on all parties now or hereafter having any right, title, or interest therein, or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1: DEFINITIONS

The following terms shall have the following meanings:

- 1.1 ASSOCIATION shall mean and refer to the Sheridan Place Subdivision Homeowners' Association, Inc., a non-profit corporation organized under the laws of the state of Idaho, its successors and/or assigns;
- 1.2 COMMON AREA: shall mean all real property and improvements thereon, including private streets, drives, parking areas, and recreational facilities, owned by the Association for the common use and enjoyment of the Owners. The Common areas to be owned by the Association at the time of the conveyance of the first lot is/are described as follows: see plat.
- 1.3 DECLARANT: shall mean and refer to Coppertree Development L.L.C., an Idaho Corporation, by Robert M. Chavez, its managing member, its successors, and/or assigns, and subject to the provisions of Article 15, section 4, set forth below, and its assigns;
- 1.4 DECLARATION: shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto applicable to the Properties recorded in the office of the County Recorder of Ada County, State of Idaho;
- 1.5 DWELLING UNIT: shall mean that portion or any part of any structure intended to be occupied by a person, persons, and/or one family unit, together with the vehicular parking garage attached thereto, and any and all projections there from;
- 1.6 FIRST MORTGAGE: shall mean any Mortgagee possessing a lien on any Dwelling Unit first and prior to any other Mortgage;
- 1.7 INSTITUTIONAL HOLDER: shall mean a Mortgagee which is a bank, savings and loan association, or established mortgage company, or other entity chartered under federal and/or state laws, and/or any corporation or insurance company, or any federal or state agency;
- 1.8 LOT or LOTS: shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common areas;
- 1.9 MORTGAGE: shall mean any mortgage, deed of trust, or other security instrument by which a Dwelling Unit or any part thereof is encumbered;

- 1.10 MORTGAGEE: shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage;
- 1.11 OWNER: shall mean and refer to the record owner, whether one or more persons and/or entities, of the fee simple titled to any lot which is part of the Properties including contract sellers, but excluding those having such interest merely as a security of the performance of an obligation; An owner may also be referred to as a 'homeowner';
- 1.12 PLAT: shall mean a final subdivision plat covering any real property in the SHERIDAN SUBDIVISION as recorded in the office of the county recorder for the county of Ada in the state of Idaho, as the same may be amended by duly recorded amendments thereto;
- 1.13 PROPERTIES: shall mean and refer to that certain real property hereinabove described;

ARTICLE 2: PROPERTY RIGHTS

- 2.1 Designation of Common Area. Grantor shall designate and reserve Sheridan Place Subdivision Common Area(s) in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein below. In the event of a discrepancy between the recorded Plat and this declaration, the lots identified on the final plat shall control, unless otherwise amended by the necessary vote of the members of the association:
- A. Block 1, Lots 5
 - B. Block 2, Lot 1
 - C. Block 3, Lot 1, 6
 - D. Block 4, Lot 1, 9, 13, 20
 - E. Block 5, Lot 1, 10
 - F. Block 6, Lot 1
 - G. Block 7, Lot 1
 - H. Block 8, Lot 1
- 2.2 Enjoyment of Common Areas: Each Owner shall have a right and easement of quiet enjoyment in and to the Common Lot Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:
- A. The right of the Association to levy reasonable assessments for the maintenance of any landscaping improvement, or other facilities situated upon the common area;
 - B. The right of the Association to suspend the voting rights and the right to the use of the recreational facilities, if any, by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infractions of it published rules and/or regulations;

- C. The right of the Association to limit the number of members permitted to use the Common Area at any given time;
 - D. The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or to otherwise control the right to charge a special use fee for members who desire exclusive, short-term use of such facility, and who are willing to pay a special fee or assessment for such use;
 - E. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the common area and facilities and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least sixty-six and two-thirds percent (66 2/3%) of the Owners (excluding the Declarant), and that any conveyance or mortgage of the Common Area shall be subject to, and subordinate to the rights of ingress and egress of an Owner to his/her lot;
 - F. The rights of the Association, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area, and facilities may be alienated, released, transferred, hypothecated, or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person, or by proxy at a meeting duly held for this purpose;
 - G. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of the Common Area, by the members of the Association, without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including, without limitation, rules restricting persons under or over designated ages from using certain portions of the Common Area during certain times and reasonable regulations and restrictions regarding vehicle parking.
- 2.3 DELEGATION OF USE: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the common area and facilities to the members or his/her family, his/her tenants or contract purchasers, provided that they reside on the property at the time of such use.

ARTICLE 3: HOMEOWNERS' ASSOCIATION

3.1 MEMBERSHIP: Every owner of a lot, which is subject to the assessment, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the payment of an obligation. Membership shall be

appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed upon the Owners/members for damage to Common areas or Lots in the subdivision;

3.2 Voting Rights and Meeting Quorum: The Association shall have two classes of voting membership:

- A. **Class A:** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot with multiple owners shall be exercised as the owner(s) determine, but in no event shall more than one vote be cast with respect to any one Lot. Fractional votes and/or cumulative voting shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.
- B. **Class B:** Class B members shall be the Declarant and shall be entitled to six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:
 - i. When the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or
 - ii. On December 31, 2015.
- C. **Notice and Quorum for Any Action Authorized Under This Declaration** Written notice of any meeting called for the purpose of taking any action authorized under this Article, including the voting upon any assessments as set forth in Sections 3C or 3E, above, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting.
- D. **Quorum and Vote Qualification:** At such meetings called, the presence of members and/or of written proxies of those members who are current in their Association assessments shall constitute a quorum.
 - i. Only those members and/or those proxies who are current in the assessments by the Association shall be entitled to vote at any such noticed meeting.

3.3 ASSESSMENTS

- A. **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 so expressed in such deed), is deemed to covenant and agree to pay to the Association:

- i. Regular annual or other regular periodic assessments or charges; and
- ii. Special Assessments for capital improvements, such assessments to be fixed, established and collected from time to time, as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the lot against which 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.

- B. Purpose of Assessments: The assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, for the operation, maintenance repair, and improvement of the Common Areas, and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the bylaws of the Association and for any other purpose reasonably authorized by the directors of the Association.
- C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$400.00.
 - i. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%), or the maximum percentage increase allowable by Federal National Mortgage Association (whichever is greater), above the maximum assessment as set forth above;
 - ii. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose;
 - iii. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.
- D. Initiation and Transfer Assessments: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of \$350.00. Upon each subsequent conveyance of each Lot, the purchaser thereof shall pay to the Association a transfer assessment in the amount of \$50.00.

- E. 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of 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.
- F. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots.
- G. Date of Commencement of Annual Assessments - Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The amount of the first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall then be due and payable to the Association on the first (1st) day of the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.
- H. Notice: Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- I. Effect of Nonpayment of Assessments: Remedies of 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 property. 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. No owner whose assessment is unpaid shall be able to cast a vote for any Association Activities requiring a vote to be taken. Any member of the Board of Directors or ACC shall not be permitted to vote if said member's assessments are unpaid. Excluded from these remedies is the Declarant.
- J. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first 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 payments, 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.

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

- i. All property expressly dedicated to and accepted by a Local public authority;
- ii. The Common Area;
- iii. All other Properties owned by Declarant or the Association;
- iv. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

3.4 Miscellaneous Association Activities / Contracts: Any management agreement for the Properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

ARTICLE 4: IRRIGATION WATER SUPPLY SYSTEM

- 4.1 Irrigation Water Supply: Each Lot shall have access to an Irrigation Water Supply System to be constructed by Declarant and owned and operated by the Settlers Irrigation District. The Home Owners' Association shall hold the rights to the irrigation water supply system, including, but not limited to access, distribution, and collection of prorated assessments received by the Association, to be paid by the Association to the Settlers Irrigation District, and/or its successors in interest. The Association shall be entitled to a lien on any lot for any assessments paid by the Association, which remain unpaid by an owner. All owners, to which the system has been extended, shall be obligated to and required to pay any assessment therefore levied by the Association against the Owner's lot.
- 4.2 Easement For Irrigation Water Supply System: Declarant and the Settlers Irrigation District shall have a permanent easement for the construction, maintenance and repair of the irrigation water supply system and related wells, pumps, pipes, and any other conveyancing apparatus in the utility easement areas as are depicted on the Plat, together with the right of ingress to and egress from the easement premises over and across the privately owned property of Owners to perform maintenance upon the well, pump, pipes and other conveyancing apparatus comprising the irrigation water supply system together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.
- 4.3 The Association shall reimburse the Declarant the amount of SIX THOUSAND (\$6,000.00) DOLLARS from Member set up fees to reimburse the Declarant for the expenses incurred in establishing the irrigation and drainage easements and improvements. Said reimbursement shall be made to the Declarant on a pro-rata basis

from lot closings at the time such lots are purchased and the assessment for 'set up' fees is made.

- 4.4 The Association shall reimburse the Declarant any 'late comer' fees as set forth in the easement between the Sheridan Place Homeowners' Association and Buckley, on paragraph 10, p. 2 of said easement agreement. Said amount shall be equal to FORTY (40%) percent of the actual costs incurred and paid for by the Declarant AND related to the installation of the portions of the system lying within the Buckley's Property. The 'late comer' fees shall be paid at the time, or before, the additional lots seek to access the system.
- 4.5 The Association shall pay, from assessments collected from its members, for the electricity and reasonable maintenance on the water supply system installed by the Declarant for the benefit of the Brinegar property, west of the subdivision.
- A. The Declarant will pay to the Association the sum of \$1,000.00 on or before July 15, 2005, to be used for the payment of the electricity service and/or maintenance to the water supply system for the Brinegar property.
- B. The Association shall not be responsible for repairs or replacement of any components of the Brinegar water delivery system, which arises out of any unreasonable damages, loss, and/or repairs to the system which are caused by the intentional actions and/or negligence of Brinegar, and/or his agents, tenants, guests, successors, designees, assigns, etc.

ARTICLE 5: EASEMENTS

- 5.1 Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eaves and/or balcony overhangs.
- 5.2 Encroachments: In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of the Common Area or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area or adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

5.3 Easement for Maintenance: Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon Common Areas and Easements as necessary, including, but not limited to, fence maintenance, snow removal, landscape maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

ARTICLE 6: MAINTENANCE RESPONSIBILITY

6.1 Common Areas: The Association shall provide maintenance and repairs to, and be responsible for, the Common Areas and any improvements thereon, including all irrigation, mowing, weeding, drainage facilities, landscaping plants and sod, and subdivision perimeter fencing. This also includes the parkway area between the sidewalk and street curbing.

- A. Parkway Maintenance and Installation of Landscaping Improvements: The area between the sidewalk running along public roadways, and the street side curbing, is hereinafter referred to as the 'Parkway areas'. This area is in the right of way.
- B. The Parkway Area shall have, installed sod and approved tree(s) and irrigation sufficient to maintain these areas with an appealing appearance.
- C. Prior to occupancy, the individual property owner shall install the necessary sprinklers and sod to finish the Parkway area immediately between the property owner's lot and the street, and this shall be done consistent in accordance with the development agreement between the Declarant and the city of Meridian, and with the master landscape plan for the Parkway area. Said improvements shall be installed prior to any occupancy permit being issued for a
- D. Approved trees and landscaping, as approved by the ACC or Association shall also be planted in these areas between the detached sidewalk and the street side curbing. These areas are to be consistent along the roadway with landscaping consisting of lawn and plants.
- E. The Association shall contract for the maintenance and upkeep of these Parkway areas to provide for uniform mowing, weeding, and other necessary maintenance.
- F. The owner, and/or its tenants, shall not interfere with the Association or the Association's contractors in maintaining the appearance of the

Parkway areas between the detached sidewalk and the street side curbing.

G. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, an Owner's family, guests, and/or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject.

6.2 Individual Lots: Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of said owner's Dwelling Unit and any improvements on the owner's lot, including private decks, fences, courtyards, landscaping, and lawn on the owner's lot.

6.3 The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

6.4 In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred-eighty (180) days of the damage or destruction.

ARTICLE 7: PRIVATE ROADWAY AND STORM WATER DRAINAGE AND RETENTION SYSTEM

7.1. The Owners Association is responsible for the surface maintenance of all park/detention pond areas as outlined below. ACHD is responsible for the maintenance of the storm facilities underground. Should problems arise with the storm drainage system, contact ACHD at 345-7680.

7.2. Ada County Highway District Storm Water and Drainage Easement: Ada County Highway District (ACHD) is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement(s) over the following:

Lot 20, Block 4;
Lot 1, Block 3; and
Lot 10, Block 5, of the SHERIDAN PLACE SUBDIVISION,

Upon said lots Declarant shall have constructed a storm water retention ponds to be owned by the Association and operated and maintained as set forth herein. The easement granted hereby shall include the right to construct, install, maintain and replace a Storm Water Drainage and Retention System, together with the right of access thereto for all purposes consistent with this grant of easement. As used herein, the Storm Water Drainage and Retention System also includes the street gutters, drop inlets, storm drainpipes and all related facilities.

7.3. Storm Water and Drainage Easement Area Restrictions: The drainage easement area described in this Article shall be improved with bio-vegetated grassy swales in which no permanent buildings, fences, trees or structures shall be placed. Notwithstanding the

foregoing, other landscaping improvements (for example, shrubs and grass) and playground equipment, benches and the like may be placed or installed in the bio-vegetated grassy swale areas, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD hereunder or interfere with the Storm Water Drainage and Retention System. In the event any such improvements are placed or installed in the said easement area, ACHD shall have no responsibility or liability for any damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD.

- 7.4. Operation and Maintenance of Storm Water Drainage and Retention System: The Association shall provide all "light" maintenance of the Storm Water Drainage and Retention System, including the storm water retention ponds described herein as specified in the Operation and Maintenance Manual for Light Maintenance of the Storm Water Retention Ponds Located Within Sheridan Subdivision, prepared by Engineering Solutions Inc. Required maintenance shall include, but not be limited to, the following:
- A. Periodic inspection of the Storm Water Drainage and Retention System, including the banks of the retention area and bio-vegetated grassy swales for water spots and other erosion, on at least a monthly basis;
 - B. Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating, provided, however, any such irrigation shall not interfere with the operation of the Storm Water Drainage and Retention System;
 - C. Collection and disposal of any and all trash and debris found in and around the easement area; and
 - D. Periodic inspection of the bottom of the bio-vegetated grassy swale areas for the accumulation of sediment or organic materials.

- 7.5 Association's Failure to Maintain: Ada County Highway District: In the event that ACHD determines in its sole discretion, that the Association is not adequately maintaining the Storm Water Drainage and Retention System, then ACHD shall be permitted to do so; provided, however, that before undertaking maintenance of the said system, ACHD shall provide thirty (30) days advance written notice of its intention to do so and by which said notice shall specifically identify the maintenance which is then required. In the event the Association shall fail to complete the items of maintenance as specified in said notice within the thirty (30) day period provided, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the storm water and drainage easement area to perform such maintenance and inspection of the Storm Water Drainage and Retention System. Should ACHD engage in maintenance of the Storm Water Drainage and Retention System after having provided the required notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association for the cost of the said maintenance

and, if said bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against all Lots within the subdivision with the power of sale as to each and every lot in order to secure any and all assessments levied against all Lots in the subdivision pursuant to this Declaration as if the said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD. The Association, and all Lot owners, by accepting title to a Lot, agree that all Lot owners in the subdivision are benefited property owners of such maintenance. The Association shall not be dissolved or relieved of its responsibility to maintain the Storm Water Drainage and Retention System without the prior written approval of ACHD.

- 7.6 Heavy Maintenance of Storm Water Drainage and Retention System: ACHD shall perform the "heavy" maintenance of the Storm Water Drainage and Retention System which said "heavy" maintenance consists of periodically inspecting the Storm Water Drainage and Retention System to insure it is functioning properly, cleaning out the facility piping, and mucking out the facility when the sediment level exceeds the designed storage level. In the event ACHD shall elect not to perform such "heavy" maintenance, then the Association shall do so. Notwithstanding anything contained hereinabove to the contrary, ACHD shall own and be responsible for the operation, maintenance and repair of all storm drains within the public rights-of-way and within any Ada County Highway District storm drain easements as may depicted on the Plat.

ARTICLE 8: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

- 8.1. Lot Use: No Lot, with the exception of the Common Areas shall be used except for single-family residential purposes. Unless otherwise designated on the Master Plan for the Property, or unless otherwise specified In a Supplemental Declaration covering a particular Lot(s) or parcel(s), lots shall be used only for residential purposes and such uses as are customarily incidental thereto, as well as the Common Area(s) as used herein and elsewhere in this Master Declaration;
- A. Residential use shall mean the use of the improvements on a Lot for living accommodations as defined by the Idaho Code, and by not more than two (2) unrelated persons and their dependents, excluding guests of the principal occupant(s), which guests may reside therein on a temporary basis.
 - B. Subject to the provisions of Idaho Code §67-6530 et seq., and as used in this Master Declaration, residential is not intended, nor shall the same be construed, to include the use of lot for the operation of a shelter home for persons unrelated to each other, or unrelated to the Owner or Occupant(s).

- 8.2. Commercial Activities: No Lot, and/or any of the Common Areas shall be used for the conduct of any trade, business, or professional activity in violation of applicable governmental regulations, including, but not limited to zoning ordinances.
- A. No conduct of any trade, business, or professional activity shall be conducted if said operations generate vehicle trips in excess of average residential usage;
- B. No Owner's or tenants' employee or fleet vehicle (more than one vehicle OR trailer) parking shall be permitted on the streets or lots of said subdivision, excluding the parking necessary for the construction, remodeling, or other improvements to said Owner's lot in the subdivision;
- 8.3. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations.
- 8.4. Construction Completion: The Owner of each Lot shall complete construction of a Dwelling Unit as permitted herein within one (1) year after the date of commencement of construction thereof. The date of commencement shall be the date when construction permits are issued for the construction on said lot(s).
- 8.5. Commencement of Construction: There is no time requirement for when construction of a personal residence shall begin on any lot in the subdivision. However, the owner of any lot shall keep any lot held or owned by the owner free of trash, weeds, debris, overgrowth, and/or any unsightly material. No dumping shall be permitted on any lot(s). The owner of any lot in the subdivision shall keep said lot(s) in clean, well-maintained condition.
- 8.6. Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of said Properties for sale or commercial trade, except that two (2) household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings, and repairs for any damage caused by said animal. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee and in no event shall the said boundary extend beyond the front plane of the Dwelling Unit constructed on said Lot.
- 8.7. Garbage and Refuse Disposal: No part of said Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Properties except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition. Refuse containers may be placed at the curb in front of each Lot no earlier than the night prior to the regular pickup day and must be retrieved promptly after pickup.

- 8.8 **Nuisance:** No noxious or offensive or unsightly conditions shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed antennae or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion. Any holiday decorations shall be removed promptly following the said holiday.
- 8.9 **Outbuilding Use and Construction:** No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- A. One (1) outbuilding is allowed per Lot. Outbuildings are limited to no more than 300 square feet. Height is restricted to 15' at the peak. Exterior materials and colors must match the dwelling.
- i) Specifically excluded from the square footage and height requirement are lots 21, 22, 23, and 24 of block 4. The members of the architectural committee for these specific lots shall approve such outbuilding appearance and design so as to be consistent with the dwelling upon which such outbuilding is located.
- B. Approval by the ACC is required prior to the commencement of any construction of any improvement and/or structure on any lot in the subdivision. Any decision by the ACC shall be binding and final.
- 8.10 **Parking and Storage of Vehicles and Equipment:** Parking or storage of boats, trailers, motorcycles, trucks, truck campers, motor homes, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on the Common Area(s), except in fully enclosed buildings or screened from view from the street fronting the lot by a privacy fence of at least six feet (6') in height, AND in a manner approved in writing by the Architectural Control Committee; provided, however, that boats, trailers, campers, motor homes or similar recreational vehicles may be parked on a Lot for a period not to exceed 48 hours while in immediate use by and Owner, being prepared for use, or being prepared for storage after use. All other parking or storage of any other equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours from the time the need for repairs arises.
- 8.11 **Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and eight feet (8') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line

limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement.

- 8.12 **Leasing Restrictions:** Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "Lease" shall mean any agreement for the leasing or rental of a Dwelling Unit (including a month-to-month rental agreement); and all such Leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit; AND in the event the Owner fails to provide a written lease to a tenant, said tenant shall still be subject in all aspects and respects to the provisions contained in this declaration, the Homeowners' Association's Articles of Incorporation and Bylaws.
- 8.13 **Sewer Restrictions:** All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each Lot.
- 8.14 **Fences:** Fences, including fences around swimming pools, dog runs or other uses, may be permitted under such circumstances, if any, as may be prescribed by and in the sole discretion of the Architectural Control Committee as to design, materials and location. No such fence shall extend beyond the front plane of the Dwelling Unit on the Lot. No fencing shall be erected without prior approval by the Architectural Control Committee.
- A. Developer of this Subdivision shall install a six-foot (6') high vinyl privacy fence along the common area(s) on McMillan Road. Developer shall also install a perimeter fence constructed of six foot (6') Cedar fencing material along the remaining unfenced perimeter of the subdivision. A six (6') foot perimeter fence of Cedar material shall also be installed by the Developer around the existing un-platted house located in the area at or near the southeast corner of the subdivision.
- i. The perimeter fencing along the west boundary of the following lots will be installed in such manner as to preserve the existing livestock fence belonging to the adjacent land owner, and to provide sufficient buffer of less than one foot from the property pins, to protect such perimeter fence from adjacent agricultural uses: Block 2, Lots 4, 5, 6, 7, 8, 9, and 10.
- B. All perimeter fencing shall be owned and maintained by the Association. In the event repairs and/or replacement are warranted to Perimeter fencing due to the activities of an Owner, Owner's Agent(s), then the Association shall be able to levy the Owner for the costs of repairs, and all associated costs in assessing a lien or bill against the Owner for such damages and/or necessary repairs.

C. Lots 21, 22, 23, and 24 shall have fencing to be maintained by the property owners upon whose property the fence is installed. If said fencing borders property owned by different owners, the maintenance and/or replacement costs shall be borne in pro-rata amounts between the respective owners.

8.15 Parking Rights: Subject to the provisions of 8.2B and 8.10, above, any vehicle and / or trailer used by any Owner shall be parked in the driveway or garage which is a part of an Owner's Dwelling Unit. On-street parking by residents is prohibited.

8.16 Mail Boxes: All mail boxes shall be of consistent design, material and coloration and shall be located on or adjoining building Lot lines and places designated by Declarant or the Architectural Control Committee.

ARTICLE 9: BUILDING RESTRICTIONS

9.1 Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each dwelling unit may not be occupied by more than one (1) family.

A. The minimum square footage of living space (excluding the required attached garage) of each dwelling unit shall be a minimum of the following: 1,800 square feet for dwellings in Block 4 and Block 5. The minimum square footages for buildable lots in Blocks 1,2, 3, and lots 2, 3, 4, 5, 6, 7, and 8 of Block 4 shall be 2,500 square feet.

i) In the event that the initial purchaser of thirty (30) lots fails to purchase all thirty lots, then the Declarant may, at Declarant's discretion, modify the minimum square footage requirements set forth herein via amendment to this master declaration for the Sheridan Place Subdivision;

B. All Buildings and lots, excluding common area lots, shall be in conformity with the quality and nature of adjoining subdivision. The Architectural Control Committee (ACC) shall use the adjoining subdivisions as a guide in granting approvals for improvements to the lots in the subdivision. The ACC shall not be bound by the covenants, conditions, or restrictions of adjoining subdivisions, but shall use the quality of the adjoining subdivisions as a guide in issuing any approvals required under the provisions of these CCR's.

9.2 Exterior Materials and Colors: Each dwelling shall have exterior colors, which are limited to earth tones including subtle blue and gray. Fifty percent of the front elevation of each dwelling shall consist of brick, stone or stucco, or some other substantial and distinctive features approved by the ACC. No vinyl siding allowed on the front elevation. Exterior colors shall be earth tone including subtle blue and gray

- 9.3 Setbacks: No improvements may be constructed or maintained on a Lot within, or in violation of the minimum building setback lines as set forth in the zoning regulations of the City of Meridian.
- 9.4 Roof Color: All roofs shall be comprised of 25-year architectural shingles, black in color, with high profile ridge cap (as may be approved by the Architectural Control Committee) with a minimum 6 / 12 roof pitch.
- A. Each house shall have a minimum of five (5) different roof lines, (Declarant / Grantor encourages that two (2) of the roof lines be gables on the house front elevation.
 - B. Fascia shall be a minimum of 1 x 8 masonite (or approved metal, not vinyl) with a 1x4 masonite relief on all front gables.
 - C. All hip roof eaves shall be a minimum of 24" in overhang.
 - D. The roof color for any improvements to the Lots 21, 22, 23, and 24 of block 4 shall not be required to be black in color. The roof color for improvements on these specific lots shall be consistent with the colors found in the adjacent subdivisions of Edinburgh and/or Vienna Woods.
- 9.5 Exterior: The exterior appearance, including colors and use of material must be approved by the Architectural Control Committee (ACC) prior to the construction of the dwelling unit. Any changes from the initial application or review submitted to the ACC shall be addressed by a written request submitted by the owner or builder. The approval of any change shall be provided in writing. No change shall be deemed approved without the express written approval of the ACC.
- 9.6 Exterior Lighting: Each Dwelling Unit must have at least two exterior lights illuminating the garage door openings, and one exterior light for the front entryway(s), and each dwelling unit shall also have a photosensitive yard light and/or lights placed on each lot at least six (6') feet behind the front back of sidewalk AND
- 9.7 Driveways: All driveways must be of concrete construction.
- C. Each unit's driveway shall have, property owner's expense, prior to installation, a four inch diameter (4") pipe or 'sleeve' placed beneath the entire width of the driveway area to accommodate sprinkler lines, necessary electrical wiring, and/or such other materials as may be placed or run through such sleeve to accommodate landscaping, lighting, and / or other improvements in the Parkway areas, see Section 6 et al.
- 9.8 Landscaping: Landscaping on the front and visible sides of a lot, shall be completed in the following manner either prior to occupancy of the Dwelling Unit, OR completed within a period of time not to exceed thirty (30) days from completion of construction of the dwelling unit located thereon, each Lot shall be fully landscaped in the front yard. Said landscaping shall include the following:

- A. Each lot shall have an underground sprinkler system installed;
- B. Each front yard shall have rolled sod installed. Each corner lot shall also have rolled sod installed;
- C. Front Yards: At least two (2) deciduous trees of at least one and one-half (1-1/2) inches in diameter and/or conifer trees at least six feet in height and twelve (12) 5-gallon and six (6) 1-gallon shrubs or bushes. Corner lots shall be required to have an additional two (2) deciduous trees planted in the visible corner area of such lot;
- D. Rear and Side Yards: No later than sixty (60) days after occupancy of the Dwelling Unit located thereon, each Lot shall be landscaped in the rear yard with grass (seeded or rolled sod), at least two (2) deciduous trees, at least one and one-half (1-1/2) inches in diameter or two (2) conifer trees at least six (6) feet in height and five (5) 1 gallon and five (5) 5 gallon shrubs or bushes;
 - i. As used herein, the front yard shall include that portion of each Lot to the side of the Dwelling Unit constructed thereon which is between the public right of way and the front plane of front facing elevation of the Dwelling Unit or a fence which extends from the side of the Dwelling Unit to the side lot line.
- E. Adverse Weather Forbearance: In the event adverse weather conditions prevent installation of the above described landscaping improvements within the time periods required, the Owner may seek, from the Architectural Control Committee, a written, reasonable time extension for completion thereof.

9.7 Job Site Maintenance: Job sites are to be kept as clean and clear of construction debris and material as much as possible during construction.

- A. All dirt, nails, gravel and other building materials must be removed from the street and sidewalk daily.
- B. Work vehicles shall not be parked in front of occupied houses, nor shall they block streets.
- C. Power and water must not be used from existing dwellings without the prior permission of the Owner.
- D. Dumpsters are the responsibility of the Owner or his contractor and shall be kept orderly at all times and emptied on a timely basis.
- E. All contractors and subcontractors shall be prohibited from keeping dogs at the job site.
- F. In the event an Owner or his contractor shall fail or refuse to comply with the job site maintenance requirements of this section, the Declarant or the Association may take such remedial action as it deems appropriate,

including but not limited to the cleanup of the property, the costs of which may be added to and become a part of the assessment to which such Owner's lot is subject.

ARTICLE 10: ARCHITECTURAL CONTROL

- 10.1 Architectural Control Committee (ACC): In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting initially of one member, the Declarant. Upon the Declarant's resignation and/or election, Declarant shall appoint three or more members to serve on the ACC until such time as all Lots have been transferred by Declarant to another. After such transfer, then the Owners shall elect members to the Architectural Control Committee at each annual meeting of the Board.
- 10.2 Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area, or other property in the subdivision, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications for such are submitted to the Architectural Control Committee with the appropriate fee. Such plan submittal shall show the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration.
- A. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.
 - B. The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In determining whether or not any submitted design is approved or refused, the Committee shall have discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected.
 - C. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control

Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

10.3 Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

- A. Site Plan. A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.
- B. Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.
- C. Landscape Plan: A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms, and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.
- D. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations, as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.
- E. Fees for ACC Review: The Architectural Control Committee may establish, by its adopted rules, a reasonable fee schedule for an

architectural review fee to be paid by each owner submitting plans and specifications for approval. The established fee, until otherwise modified, is ONE THOUSAND (\$1,000.00) dollars, part of which is refundable in the event the submission is approved. TWO HUNDRED FIFTY DOLLARS (\$250.00) shall be non-refundable, AND SEVEN HUNDRED FIFTY (\$750.00) DOLLARS shall become refundable to the party submitting the application for approval if the submission is approved and built as originally submitted. The fee shall be paid to the ACC before any such improvements are commenced at the site of such proposed improvement

- i. The refundable portion of the assessment shall be refunded upon the approval of the submitted plans and specifications AND after the completion of the construction of the submitted improvement(s). Said fee is payable to the individual and/or individuals retained by the Architectural Control Committee to review plans and specification. No submission for approval will be considered complete until such fee has been paid.
- ii. Any unauthorized changes to any of the submitted plans shall be subject to the provisions of 10.3(E)(iii).
- iii. Additional Assessment for non-submittal: Any Owner shall be assessed an additional ONE THOUSAND (\$1,000.00) DOLLARS, plus the costs incurred by the ACC for addressing any changes to the submitted plans. The developer and/or association, can require changes to the dwelling and/or outbuilding and charge the Owner in addition to any other fees if said Owner fails to submit the plans for the dwelling unit and/or outbuilding plans to the Architectural Control Committee prior to commencing construction thereon. Said assessment shall be levied against the real property and the Association shall be able to lien said property until paid in full.

- F. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the Ada County Recorder. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's

obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

G. Waiver. The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

H. Liability. Neither the Architectural Control Committee *nor* any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

I. Certification by Secretary. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration:

J. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

10.4 Excluded Lots: Excluded from the requirements of 10.3 are lots 21, 22, 23, and 24 of Block 4. Notwithstanding said exclusion, the Owner(s) of said excluded lots shall submit any and all of the required documents and specifications found in paragraph

10.3, and its subparts, to an architectural control committee consisting of Robert Chavez, as managing member of Coppertree Development, LLC, and Jim Fuhrman, who shall provide written acceptance of said submissions. All assessments set forth in 10.3 are assessable against said lots.

- 10.5 Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes.

ARTICLE 11: INSURANCE AND BOND

- 11.1 Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.
- 11.2 Common Area Insurance: A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- 11.3 A comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement, which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- 11.4 Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law. Proof of said type of insurance shall also be required from any contractor prior to commencing work and/or services to any common area lot of the subdivision.

11.5 Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.
- B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

11.6 Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
- C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE 12: CONDEMNATION

12.1 Consequences of Condemnation: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

12.2 Proceeds: All compensation, damages, or other proceeds there from, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

- 12.3 Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per- Lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney- in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE 13: MORTGAGEE PROTECTION

- 13.1 Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of the Association, the Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
- 13.2 The holders of First Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- 13.3 Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- 13.1 Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:

- A. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.
- B. Change the method of determining the obligations, assessments, dues or other charges, which may be levied against an Owner.
- C. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
- D. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than

one hundred percent (100%) of the insurable value (based on current replacement cost).

- E. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.
- F. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE 14: ANNEXATION

- 14.1 Time for Annexation: Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the project by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.
- 14.2 Notice of Annexation: Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.
- 14.3 Procedure for Annexation: Any of the above-described real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:
 - A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
 - B. An exact legal description of the added land;


- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

ARTICLE 15: GENERAL PROVISIONS

- 15.1 Enforcement: The Homeowners Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, 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 covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject.
- 15.2 Severability: Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 15.3 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 this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.
- 15.4 Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All

rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property,

IN WITNESS WHEREOF, Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 9th day of June, 2005.



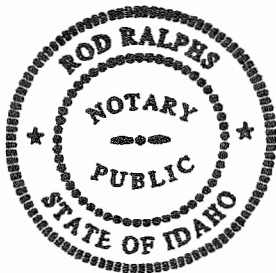
DECLARANT: COPPERTREE
DEVELOPMENT, LLC
By Robert Chavez, as Managing Member
Coppertree Development, LLC,

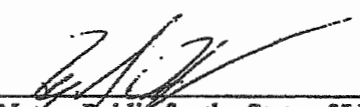
STATE OF IDAHO)

County of ADA)
ss

On this 9 day of JUNE, 2005, before me, the undersigned Notary Public in and for said State, personally appeared Robert Chavez, as Managing Member of Coppertree Development, LLC, known or identified to me to be the person authorized to execute the above instrument on behalf of the above-identified entity, and acknowledged to me that he 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.





Notary Public for the State of Idaho
Residing at: MADISON, ID
My Commission Expires: 3-24-2010

BK 92 A 27

SHERIDAN PLACE SUBDIVISION

CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS: THAT COPPERFREE DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND JAMES ROBERT CHAVEZ, MEMBER COPPERFREE DEVELOPMENT, LLC, ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 EAST, B3L, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29 OF T.4N. R.1E. FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 29 BEARS SOUTH 89°21'14" EAST, 260.11 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 29 SOUTH 89°21'14" EAST, 264.21 FEET TO THE REAL CORNER OF BOUNDARY.

THENCE NORTH 02°10'59" EAST, 605.27 FEET;

THENCE NORTH 89°29'20" WEST, 93.36 FEET;

THENCE NORTH 00°29'54" EAST, 864.88 FEET TO A POINT ON THE SOUTH BOUNDARY OF WENNA WOODS SUBDIVISION, AS SAME IS RECORDED IN BOOK 80 OF PLATS AT PAGE 8688, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID SOUTH BOUNDARY AND ALONG THE SOUTH BOUNDARY OF WENNA WOODS SUBDIVISION NO. 1, AS SAME IS RECORDED IN BOOK 80 OF PLATS AT PAGE 8687, RECORDS OF ADA COUNTY, IDAHO, SOUTH 89°29'20" WEST, 572.87 FEET TO THE NORTHWEST CORNER OF EDENBURGH PLACE SUBDIVISION, AS SAME IS RECORDED IN BOOK 80 OF PLATS AT PAGE 8688, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG THE WEST BOUNDARY OF SAID EDENBURGH PLACE SUBDIVISION NO. 1, SOUTH 00° 28'25" WEST, 108.81 FEET;

THENCE NORTH 89°21'14" WEST, 164.00 FEET;

THENCE SOUTH 00°29'20" WEST, 386.55 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION

BOUNDARY, CONTAINING 19.34 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAN AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAN. THE UNDERSIGNED HEREBY RESERVE THE RIGHT TO USE SAID EASEMENTS FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAN, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAN WILL BE ELIGIBLE FOR AN EASEMENT FOR TOWNSHIP AND THE CITY OF MERIDIAN HAS AGREED IN WRITING TO GRANT ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 20th DAY OF FEBRUARY, 2015.

ROBERT CHAVEZ, MEMBER
COPPERFREE DEVELOPMENT, LLC.

James Furber
JAMES FURBER

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } SS

ON THIS 20th DAY OF FEBRUARY, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT CHAVEZ, MEMBER OF COPPERFREE DEVELOPMENT, LLC, AND JAMES FURBER, BOTH OF WHOM I KNOW OR BELIEVE TO KNOW AND BELIEVE TO BE THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



Robert Chavez
ROBERT CHAVEZ
NOTARY PUBLIC FOR IDAHO
RESIDING AT EAGLE, IDAHO
MY COMMISSION EXPIRES: 12/31/16

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } SS

ON THIS 20th DAY OF FEBRUARY, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES FURBER, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



James Furber
JAMES FURBER FOR IDAHO
RESIDING AT EAGLE, IDAHO
MY COMMISSION EXPIRES: 12/31/16

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAY WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON 1/26/15 AT 10:00 AM AT 26.00.00 SUBD.



APPROVAL OF CITY ENGINEER

I, BRAD R. WATSON, P.E., CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAY.

Brad R. Watson
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, William G. Berry, Sr., CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON 1/26/15 AT 10:00 AM THIS PLAY WAS DULY ACCEPTED AND APPROVED.



William G. Berry, Sr.
MERIDIAN CITY CLERK

CERTIFICATE OF COUNTY TREASURER

I, Lucinda Escobar, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-130A, 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 CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Lucinda Escobar
COUNTY TREASURER
DATE 5-20-05



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAY ARE HEREBY RELINQUISHED ACCORDING TO THE LETTER TO BE FILED WITH THIS PLAY WITH THE COUNTY RECORDER, OR HIS HEAVY, LISTING THE CONDITIONS OF THIS PLAY.



Michael H. ...
CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 105814241
STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF ENGINEERING SOLUTIONS AT 42 MINUTES PAST 4 O'CLOCK P.M., THIS 20 DAY OF JULY, 2015, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 92 OF PLATS AT PAGES 10868 AND 10867.

STANIA ...
EX-OFFICIO RECORDER



D. TERRY PEUGH, P.L.S.
LICENSE NO. 4431

COPPERFREE DEVELOPMENT, LLC
180 W. ...
BOISE, ID



JOB NO. 40822
SHEET 2 OF 2
CONTACT: 408-222-2420 07/29/16

IDAHO SURVEY GROUP
MEMBER IANB

