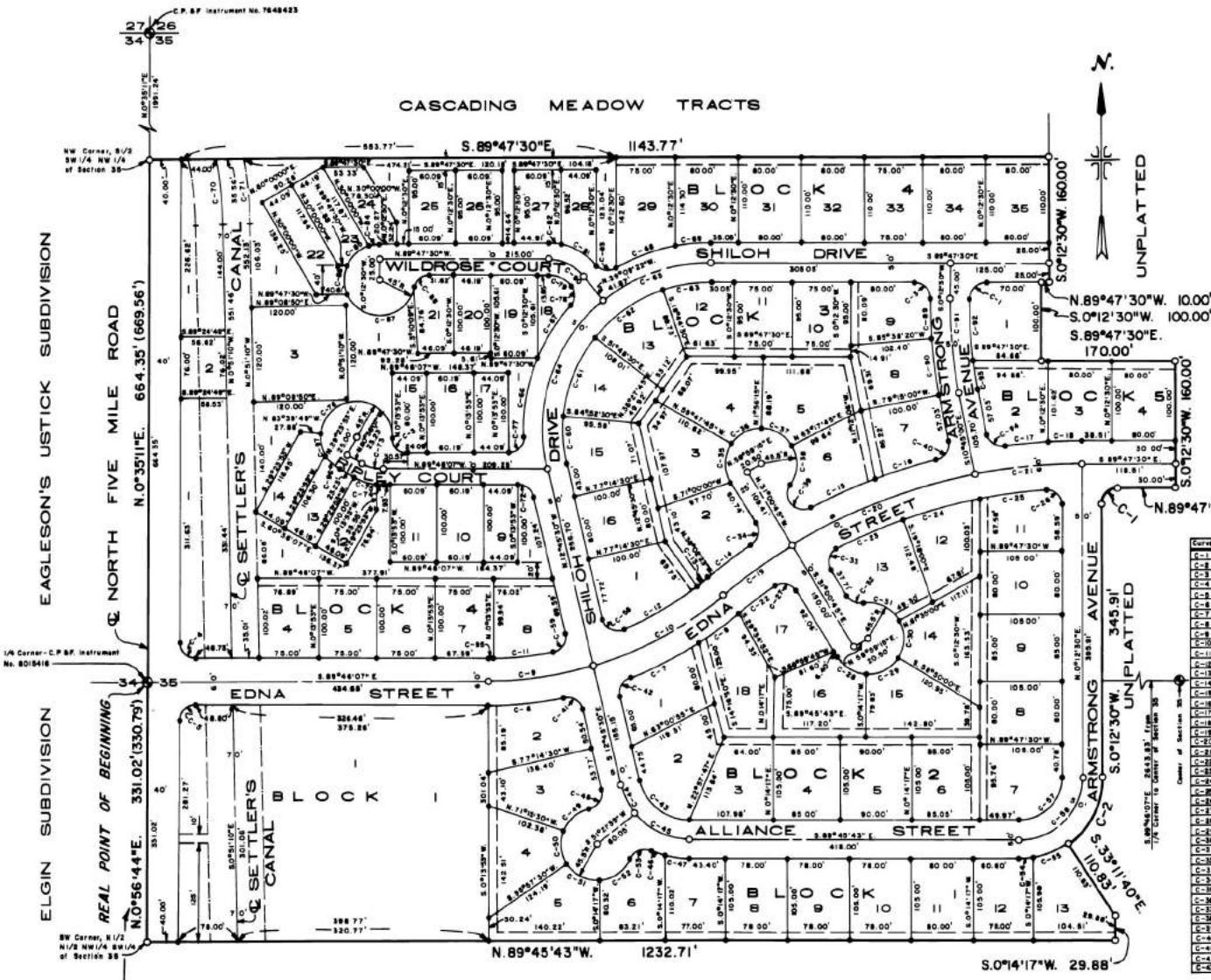
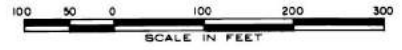


PLAT SHOWING  
SHENANDOAH WEST NO. 1  
A SUBDIVISION  
A PORTION OF THE W1/2 W1/2, SECTION 35, T.4N., R.1E., B.M.,  
BOISE, ADA COUNTY, IDAHO  
1981



CURVE DATA

Table with 5 columns: Curve, Radius, Delta, Tangent, Length, Chord, Chord Bearing. Contains data for curves C-1 through C-48.

CURVE DATA

Table with 5 columns: Curve, Radius, Delta, Tangent, Length, Chord, Chord Bearing. Contains data for curves C-49 through C-92.

NOTES

- 1. All lot lines common to a public right-of-way line have a ten (10) foot wide permanent public utilities, drainage and irrigation easement.
2. Each side of common lot lines have a five (5) foot permanent public utilities, drainage and irrigation easement, except Lots 9-28, Block 4.
3. Building set-backs in this subdivision shall conform to the applicable Zoning Regulations of Boise City.
4. Public Utility Companies are given the right to locate, construct and maintain Mains and Service Lines in Lots 1 and 18, Block 4.
5. Lots 9-17 and 19-28, Block 4, are hereby designated as Townhouse Lots.
6. Lots 2 and 3, Block 4, are owned and maintained by Shenandoah West Tennis Court Association.
7. Lots 1 and 18, Block 4, is designated as an open space area, owned and maintained by Shiloh Homeowners Association, Inc. with a blanket easement for drainage and ingress and egress to Lots 2 and 3, Block 4.
8. Lots 4, 5, 6, 7 and 8 of Block 4 are hereby designated as duplex lots.
9. This subdivision is subject to compliance with the Idaho Code Section 31-3805, no irrigation water will be supplied to individual lots.

LEGEND

- Found Brass Cap
5/8" x 50" Iron Pin
1/2" x 24" Iron Pin
Public Utilities, Drainage and Irrigation Easement 10' Wide from Property Line Where not Dimensioned.
Settler's Canal Easement Line
Date of Record



SHERWOOD WEST, INC.
Developers
Boise, Idaho
J-U-B ENGINEERS, INC.
Engineers Planners
Boise, Idaho
SHEET 1 OF 2

# SHENANDOAH WEST NO. 1

Book 51 Pg. 4248

## CERTIFICATE OF OWNERS

## CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS: THAT SHERWOOD WEST, INC., A CORPORATION ORGANIZED AND EXISTING WITHIN THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS WITHIN THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

I, JOHN T. EDDY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF SHENANDOAH WEST NO. 1, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

BEGINNING AT A BRASS CAP MARKING THE SOUTHWEST CORNER OF THE NW 1/4 OF SECTION 35, T.4N., R.1E., B.M., BOISE, ADA COUNTY, IDAHO, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES TO IRON PINS: NORTH 0°35'11" EAST 664.23 (FORMERLY DESCRIBED AS 669.56) FEET ALONG THE WESTERLY BOUNDARY OF THE SAID NW 1/4 OF SECTION 35, WHICH IS ALSO THE CENTERLINE OF NORTH FIVE MILE ROAD, TO A POINT MARKING THE NORTHWEST CORNER OF THE S 1/2 OF THE SW 1/4 OF THE SAID NW 1/4 OF SECTION 35; THENCE SOUTH 89°47'30" EAST 1,143.77 FEET ALONG THE NORTHERLY BOUNDARY OF THE SAID S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 35; THENCE SOUTH 0°12'30" WEST 160.00 FEET; THENCE NORTH 89°47'30" WEST 10.00 FEET ALONG A LINE SOUTHERLY OF AND PARALLEL TO THE SAID NORTHERLY BOUNDARY OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 35; THENCE SOUTH 0°12'30" WEST 100.00 FEET; THENCE SOUTH 89°47'30" EAST 170.00 FEET ALONG A LINE SOUTHERLY OF AND PARALLEL TO THE SAID NORTHERLY BOUNDARY OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 35; THENCE SOUTH 0°12'30" WEST 160.00 FEET; THENCE NORTH 89°47'30" WEST 74.54 FEET ALONG A LINE SOUTHERLY OF AND PARALLEL TO THE SAID NORTHERLY BOUNDARY OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 35 TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT 31.42 FEET, ALSO SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, TANGENTS OF 20.00 FEET AND A LONG CHORD OF 28.28 FEET BEARING SOUTH 45°12'30" WEST TO A POINT OF TANGENT; THENCE SOUTH 0°12'30" WEST 345.91 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT 103.72 FEET, ALSO SAID CURVE HAVING A CENTRAL ANGLE OF 56°35'50", A RADIUS OF 105.00 FEET, TANGENTS OF 56.53 FEET AND A LONG CHORD OF 99.55 FEET BEARING SOUTH 28°30'25" WEST TO A POINT OF ENDING OF CURVE; THENCE SOUTH 33°11'40" EAST 110.83 FEET; THENCE SOUTH 0°14'17" WEST 29.88 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE SAID SECTION 35; THENCE NORTH 89°45'43" WEST 1,232.71 FEET ALONG THE SAID SOUTHERLY BOUNDARY OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE SAID SECTION 35; THENCE NORTH 0°56'44" EAST 331.02 FEET (FORMERLY DESCRIBED AS 330.79 FEET) ALONG THE WESTERLY BOUNDARY OF THE SAID N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 35, WHICH IS ALSO THE CENTERLINE OF NORTH FIVE MILE ROAD, TO THE POINT OF BEGINNING, COMPRISING 27.62 ACRES, MORE OR LESS.

THE STREETS, AS SHOWN ON THIS PLAT OF SHENANDOAH WEST NO. 1, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC, AND THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

BUILDING AND OCCUPANCY RESTRICTIONS-SEE INSTRUMENT NO. 8139437\*\* OF MISCELLANEOUS RECORDS, ADA COUNTY, IDAHO, FOR BUILDING AND OCCUPANCY RESTRICTIONS FILED ON THE 12<sup>th</sup> DAY OF August, 1981, IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 5<sup>th</sup> DAY OF June, 1981.

SHERWOOD WEST, INC.

*James M. Amyx, Sr.*  
JAMES M. AMYX, SR., PRESIDENT

*James A. Amyx, Jr.*  
JAMES A. AMYX, JR., VICE PRESIDENT



STATE OF IDAHO )  
COUNTY OF ADA )

ON THIS 5<sup>th</sup> DAY OF June, 1981, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES M. AMYX, SR., KNOWN TO ME TO BE THE PRESIDENT AND JAMES A. AMYX, JR., KNOWN TO ME TO BE THE VICE PRESIDENT OF SHERWOOD WEST, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

*Lawrence R. Dale*  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT BOISE, IDAHO



## APPROVAL OF CITY ENGINEER

I, CHARLES R. MICKELSON, CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO HEREBY APPROVED THIS PLAT OF SHENANDOAH WEST NO. 1.

*Charles R. Mickelson*  
CHARLES R. MICKELSON  
CITY ENGINEER  
CITY OF BOISE

## CERTIFICATE OF COUNTY TREASURER

I, MARJORIE JONASSON, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, 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.

*Shelli Gutman Deputy*  
MARJORIE JONASSON, COUNTY TREASURER  
DATE August 13, 1981

## APPROVAL OF CITY COUNCIL

I, \_\_\_\_\_, CITY CLERK IN AND FOR BOISE CITY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 12 DAY OF June, 1981, THE PLAT OF SHENANDOAH WEST NO. 1 WAS DULY ACCEPTED AND APPROVED.



*John T. Eddy*  
JOHN T. EDDY, L.S.  
REGISTERED LAND SURVEYOR  
LICENSE NO. 972

*Sam Moodie*  
CITY CLERK, BOISE, IDAHO

## ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ON THE 11<sup>th</sup> DAY OF JUNE, 1981.

PLANNING & DESIGN ENGINEER

ADA COUNTY HIGHWAY DISTRICT

*Terry C. Conner*  
APPROVAL  
TERRY C. CONNER

*Chairman*  
CHAIRMAN

## APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

BY *Nancy Goodell* 5-22-81  
CENTRAL DISTRICT HEALTH DEPARTMENT



PLAT APPROVED  
ADA COUNTY ASSESSORS OFFICE

APP'D. BY *Carrie R. Stuenkel*  
August 12, 1981

## CERTIFICATE OF COUNTY ENGINEER

I, DAVID M. COLLINS, REGISTERED ENGINEER/REGISTERED LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT OF SHENANDOAH WEST NO. 1 AND FIND THAT IT COMPLETES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

DAVID M. COLLINS  
REGISTERED ENGINEER



## COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. 8135588

STATE OF IDAHO )  
COUNTY OF ADA )

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF *Jim Peterson* AT 41 MINUTES PAST 3 O'CLOCK P.M. ON THIS 13<sup>th</sup> DAY OF August, 1981, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 37 OF PLATS AT PAGES 4247 AND 4248.

*Brandon L. Nielsen*  
DEPUTY

*John T. Eddy*  
EX-OFFICIO RECORDER

FEE \$10.00

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR

Lots 1, 18, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19,  
20, 21, 22, 23, 24, 25, 26, 27, and 28,  
Block 4, Shenandoah West No. 1 Subdivision

Dated:

Recorded:

Instrument No.:

THIS DECLARATION, Made on the date hereinafter set forth by the under signed, hereinafter collectively referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as "said property," more particularly described as follows:

All of the lands located in Lots 1, 18, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Shenandoah West No. 1 Subdivision, Ada County, Idaho according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Association" shall mean Shiloh Homeowners Association, Inc., a nonprofit corporation, to be organized under the laws of the State of Idaho, its successors and assigns.

2. "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

3. "Common Area" shall mean all real property, and appurtenances thereto, now or hereafter owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association upon its incorporation is described as follows:

Lots 1 and 18, Block 4, Shenandoah West No.  
1 Subdivision, Ada County, Idaho.

4. "Lot" shall mean and refer to every lot of land described in the preamble to this declaration with the exception of Lots 1 and 18, Block 4, which is Common Area, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and occupied.

5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

6. "Owner" shall mean and refer to the record owner of a fee simple title to any such lot, (including contract sellers), whether one or more persons or entities, excluding those having such interest merely as security for the performance of any obligation. Each Owner shall own an undivided one-nineteenth (1/19) interest in the said Common Area.

7. "Declarant" or "Developer" or "Grantor" shall mean and refer to the undersigned, its successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped lot or building site from the Declarant for the purpose of development.

8. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such Lots or contiguous portions of two or more contiguous Lots if a building is constructed thereon.

9. "Set back" means the minimum distance between the dwelling unit or other structure referred to and a given street or road or lot line.

10. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgagee" shall refer to the mortgage or beneficiary under a deed of trust and "Mortgagor" shall refer to the mortgagor or grantor of a deed of trust.

## ARTICLE II

### MEMBERSHIP

1. Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any such Lot shall, by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any such Lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot subject to assessment by the Association. 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. The Association shall maintain a membership list and may require written proof of any member's lot ownership interest.

2. The financial reports, books and records of the Association may be examined, at reasonable times, by any member or mortgagee.

ARTICLE III

## VOTING RIGHTS

The Association shall have one class of voting membership. Each member shall be entitled to cast one vote or fractional vote as set forth herein for each Lot in which he holds the interest required for membership. Only one vote shall be cast with respect to each Lot. The vote applicable to any Lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provides otherwise and the Association has been notified, in writing, of such provision.

ARTICLE IV

## PROPERTY RIGHTS

1. Common Property Ownership. The Association shall own, operate, control and maintain the Common Area.

2. Members' Easements of Enjoyment. Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to limit the number of members permitted to use a particular part of the Common Areas at any one time;

(b) The right of the Association to suspend any member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessment against said member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the majority of the votes of the membership has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed actions sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer; and

(d) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas 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 being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

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 or enjoyment to the Common Areas and facilities to the members of his family, his tenants, of contract purchasers, providing they reside on the property.

#### ARTICLE V

##### MAINTENANCE ASSESSMENT AND MORTGAGEE RIGHTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said property; and each owner of any Lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) regular annual or other regular periodic assessments or charges, and (2) 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 such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall not be used for any purpose other than promoting the recreation, health, safety and welfare of the residents in said property and in particular for the improvement and maintenance of said property, any Common Area, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and including without being limited thereto, the payment of taxes and insurance on all or any part of said property, including insurance on individual lots and improvements, and of the exterior maintenance of the dwelling units situated upon said property. Subject to the above provision the Association shall determine the use of assessment proceeds.

3. Basis and Maximum Annual Assessments. Until March 1 of the year immediately following the conveyance of the first dwelling unit or lot to any owner, the maximum regular assessment shall be \$95.00 per month lawful money of the United States of America, for each lot or dwelling unit subject thereto, or such lesser sum as may be provided in the By-Laws:

(a) From and after March 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum monthly assessment may be increased by a vote of the members, provided that any such increase shall be approved by the affirmative vote of not less than two-thirds of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting, unless waived in writing.

(b) 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided the assent of a two-thirds majority of the complete votes represented by those members who are voting in person or by proxy at the meeting duly called for this purpose is obtained, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting, unless waived in writing.

4. Uniform Rate of Assessment. Both regular assessments and any special assessments must be fixed at a uniform rate for all Lots, and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors; except, that assessments may be levied applicable to some Lots only, with prior consent by the owners of such Lots, if such procedure is considered equitable in the discretion of the Board in order to construct facilities to be available only to the members desiring to pay for the cost thereof. In establishing that all assessments shall be equal, it is acknowledged that the dwelling units are of different sizes and that the actual cost of exterior maintenance may vary, however, such assessments shall be equal for all Lots unless this declaration be amended to provide otherwise.

5. Quorum for Any Action Authorized Under Section 3. At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of members or of proxies to cast sixty per cent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and the required quorum at such subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

6. Date of Commencement of Annual Assessments: Due Dates. All Lots upon which buildings have been constructed shall be subject to the annual or monthly assessments provided for herein on the first day of the month following the date the landscaping for the lot and dwelling herein is completed. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum. The Secretary of the said Association shall file in the

office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the whole lot (including any improvement located thereon), with respect to which it is fixed from the date the lien is filed in the office of said County Recorder for Ada County, Idaho, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorneys' fees of the Declarant or of the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expenses, costs and disbursements and attorneys' fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements and fees on appeal, and such owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his dwelling unit, lot or building site.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. The sale or transfer of any Lot or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a judgment or decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein;

- (a) all properties expressly dedicated to and accepted by a local public authority;
- (b) any Common Areas;
- (c) all other properties owned by the Association; and
- (d) property owned by the Declarant prior to the time a dwelling unit or other building is constructed thereon and occupied. However, no land or improvements occupied for a dwelling use shall be exempt from said assessments.

10. Notice to Mortgagees. The Association shall give to the mortgagee of any recorded mortgage, which has furnished to



the Association its name and current address, written notification of any default by the mortgagor of performance with respect to such mortgagor's obligations under this Declaration, By-Laws of the Association or any duly adopted rules or regulations of the Association at least ten (10) days prior to the filing of suit by the Association to enforce those remedies with respect to such default.

11. Mortgagee's Approval. The Association shall not undertake or cause to be undertaken the following acts without the prior written consent of seventy-five (75%) percent of the first mortgagees (based upon one vote for each mortgagee), if such acts would materially lessen the security of such mortgagees:

(a) Abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association, except that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall be permitted;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;

(c) Change, waive or abandon any scheme or regulations or enforcement thereof, pertaining to architectural design, appearance or maintenance of structures or improvements located on the properties; and

(d) Use hazard insurance proceeds for losses to any common area improvements for other than the repair, replacement or reconstruction of such improvements.

12. Association Budget. The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of or in connection with the maintenance and operation of the Common Area and improvements and may include, among other things, the cost of exterior maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping and care of grounds, repairs, renovations and paintings to Common Areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the payment of any deficit remaining from a previous period, and the creation of any reasonable contingency or other reserve or surplus fund, as well as all costs and expenses relating to the Common Area and improvements.

13. Repair, Etc. If any of the property located in the Common Area and/or improvements is damaged or destroyed, the members shall, at a special meeting called for that purpose, determine whether to rebuild, repair, restore or otherwise take action with regard to such damage or destruction. A quorum shall be necessary for any such decision, in accordance with the provisions of paragraphs 3 and 5 hereof and further, any such action shall be approved by the affirmative vote of not less than two-thirds (2/3) of the votes of members who are voting in person

or by proxy at such meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, unless waived in writing.

#### ARTICLE VI

#### PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the Lots owned by different persons 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 negligent or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners whose Lots abut such wall.

3. 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 thereof 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 negligent or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

4. Weatherproofing. Notwithstanding any other provision 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.

5. Right to Contribute 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.

6. Arbitration. Any dispute concerning a party wall or any provision of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators.

7. Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said property encroaches upon any part of the Common Areas or upon the Lot or Lots used or designated for use by another Lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future owners of such encroaching building or structure for the purpose of occupying and maintaining the same; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each

dwelling unit and Lot for such use as is necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

1. Approval. No building, fence, wall, hedge, structure, addition, painting, improvement, obstruction, ornament, landscaping or planting shall be placed upon, added or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications therefor, including exterior color scheme, has been approved in writing by the Architectural Control Committee authorized by the Declaration of Covenants, Conditions, and Restrictions for Shenandoah West No. 1 Subdivision, recorded as Instrument No. \_\_\_\_\_, being composed of James M. Amyx, Sr., James M. Amyx, Jr. and Edwin F. Jones, and their successors. One year after the first lot subject to this Declaration is sold, the Board of Directors of the Association shall assume all responsibilities of the Committee.

#### ARTICLE VIII

##### MAINTENANCE AND INSURANCE

1. Maintenance of Common Areas and Exterior Maintenance. The Association shall maintain or provide for the maintenance of the Common Areas, including but not limited to, sanitary sewer lines in the Common Areas, and in addition, the Association shall provide exterior maintenance upon and for each Lot subject to assessment hereunder, including, without being limited to, the following:

paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks, patio fences and fences bordering Lots subject to this Association, and other exterior improvements.

Such exterior maintenance shall not include glass surfaces, garage door openers, balcony and patio areas, nor shall such maintenance include any exterior improvements, structural alterations, or additional trees or shrubs planted by an individual owner unless the Board has previously approved of same. In the event that the need for such maintenance or repair is caused through the willful or negligent act or omission of the owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs may, in the discretion of the Directors, be added to and become a part of the assessment to which such Lot is subject, and a separate lien right shall arise and inure to the Association and shall be enforceable in the same manner as provided for in Article V 7 above. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes other than normal wear from use and the elements shall be the responsibility of each owner and not included in any maintenance provided by the Association, except to the extent of any insurance proceeds payable to the Association therefor. The Association shall have the right, after notice to

the owner, to enter upon any Lot for the purpose of performing such exterior maintenance at reasonable hours on any day except Sunday.

2. Interior Maintenance. Each owner shall be responsible for maintaining and keeping in good order and repair the exterior and interior of his own dwelling unit, balcony and patio areas, subject to the provisions of Article VII 1.

3. Insurance. The Association shall obtain fire and extended coverage insurance in an amount equal to 100 percent of the replacement cost of all insurable improvements located on Common Areas, if any, which insurance shall name, as insured, the Association for the benefit of the owners. The Association shall obtain comprehensive public liability insurance covering all of the Common Areas, which insurance shall contain an endorsement precluding the insurer from denying the claim of an owner because of a negligent act of the Association, its agents, employees, or by the Association as provided in Article V. The Board of Directors may elect to have the Association purchase the insurance provided for in Article XII 5(a) as one master policy, provided such insurance is available. If the Board of Directors elects to secure such coverage, such insurance shall be mandatory on all the individual lots.

#### ARTICLE IX

##### PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property subject to this declaration shall be for the benefit of, and limitation upon, all present and future owners of said property or any interest therein:

(a) Unless written approval is first obtained from the Board of Directors, no sign of any kind shall be displayed to public view on any building or building site on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately except that the Declarant and only Declarant or its agent may post a "sold" sign for a reasonable period following a sale.

(b) No animals, birds, insects or livestock shall be kept on said property except domesticated dogs, cats or other common household pets which do not reasonably bother or constitute a nuisance to others and on such portions of roads and other public ways or easements as may be designed or permitted for such use from time to time by Grantor. No dogs or cats in excess of two shall be kept by any residential household within said subdivision, and no animals of any kind shall be bred or kept for commercial purposes, and no dog weighing in excess of fifteen (15) pounds shall be kept by any residential household in the subdivision. All dogs must be leashed when outside a dwelling unit, and shall not be allowed in the Common Area or kenneled outside the dwelling units.

(c) No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(d) No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No trailer, camper-truck, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

(f) Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Board of Directors. All other parking of equipment shall be prohibited except as approved in writing by the Board of Directors.

(g) No owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Board of Directors.

(h) The Board of Directors and the owners shall not materially change the color of paint, stain, or finish from that initially placed upon the exterior of the improvements placed upon said property without first obtaining the approval of the Architectural Control Committee. All patio roofs shall be of uniform design and color.

(i) No garage door shall remain open for any time period except during ingress and egress of vehicles or individuals.

#### ARTICLE X

##### EASEMENTS

1. General. All conveyances of land situate in the said property, made by the Declarant, and by all persons claiming by, through or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and easements over all Lots for maintenance as authorized by this declaration, and easements as otherwise shown on the plat for Shenandoah West No. 1 Subdivision, and excepting

any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, constructing and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restriction recorded and approved as hereinabove provided; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property. (See also easement for encroachments specified in Article VI.)

2. Common Areas. A further mutual and reciprocal easement for sidewalk purposes is granted and reserved over and across the Common Areas in the said property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said property and adjacent properties not subject to this Declaration, their tenants and guests, for ingress and egress to the recreation facilities on Lots 2 and 3, Block 4, subject, however, to rules and regulations reasonably restricting the right to use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority.

3. Tennis Easement. In addition there shall be an easement to permit the doing of every act necessary and proper to the playing of tennis on the tennis courts adjacent to the Lots which are subject to these restrictions are hereby granted and established. These acts shall include but not be limited to, the recovery of tennis balls from such Lots, the flight of tennis balls over and upon such Lots, the use of necessary and usual equipment upon such tennis courts, the usual and common noise level created by the playing of the game of tennis, together with all the other common and usual activity associated with the game of tennis and with all the normal and usual activities associated with the operation of a tennis club.

4. Drainage Easement. An easement for a drainage and sedimentation basin is hereby reserved on portions of Lots 1, 9, 10, 11, 12, 13 and 14, Block 4, which easement is located generally along and parallel to the southerly boundary of Lot 1, Block 4. No fences or permanent improvements of any kind shall be erected, constructed, or placed on any portion of Lot 1, or on the southerly portions of Lots 9, 10, 11, 12, 13 and 14, except as originally constructed by Declarant unless the Architectural Control Committee previously approves of same with due consideration to the drainage easement.

#### ARTICLE XI

##### COVENANTS CUMULATIVE

All provisions of that certain Declaration of Covenants, Conditions and Restrictions for Shenandoah West No. 1 Subdivision, filed and recorded as Instrument No. \_\_\_\_\_, in the Office of

the Ada County Recorder not inconsistent with this declaration shall apply to this subdivision, and are hereby incorporated by reference as if fully set forth herein, and the rights, remedies, obligations, covenants, conditions and restrictions therein shall apply in addition to those contained in this declaration. The declarant's waiver of the limitations on construction of other than single-family residences shall not be deemed a waiver of other portions of said Declaration of Covenants, Conditions and Restrictions, which Declaration contemplates Declarant (grantor) constructing the nineteen (19) townhouse units in this subdivision.

## ARTICLE XII

### GENERAL PROVISIONS

1. Enforcement. The 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 proceeding 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 suit is brought to enforce the covenants contained herein the prevailing party shall be entitled to recover a reasonable attorney fee in addition to allowable costs.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. Term of Restrictions and Amendment. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two-thirds of the platted townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for records in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and record of this deed in which these Restrictive Covenants are set forth, and all amendments thereof.

4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

5. Insurance. The individual owners shall be responsible for:

- (a) Maintaining fire and extended coverage, and comprehensive insurance on their respective lots and improvements thereon, including but not limited to,

residences, utility lines, and hookups, television antennas, fences, garages and storage areas.

(b) Maintaining fire and extended coverage on contents and personal property located on the owner's respective lots or in such dwelling units, and for improvements constructed on such lots other than as originally constructed by Declarant.

6. Benefit of Provisions - Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

7. 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 the 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 and assume such duties it shall, to the extent of 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 the Declarant alone, so long as it owns any interest in any portion of said property.

8. Mortgagees' Right to Satisfy Obligations of the Association. In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Association common property, or in the event that the Association fails to pay premiums due on insurance policies required by these covenants, the lapse of which would jeopardize a mortgagee's security, a mortgagee may pay said sum of premium after first having served five (5) days' written demand for such payment on the Association. In the event that the Association has allowed said insurance policies to lapse, a mortgagee whose security is jeopardized thereby may secure new comparable insurance coverage. In the event that a mortgagee makes payments allowed hereunder it shall be entitled to prompt reimbursement from the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15 day of December, 1980.



SHERWOOD WEST DEVELOPMENT, INC.

*James M. Amyx, Jr.*  
James M. Amyx, Jr. Vice-President



STATE OF IDAHO )  
                  ) ss.  
County of Ada )

On this 15 day of December, 1980, before me, the undersigned personally appeared JAMES M. AMYX, JR., Vice-President, of SHERWOOD WEST DEVELOPMENT, INC., an Idaho corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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

Donna L. Jackson  
NOTARY PUBLIC for Idaho  
Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, SS.  
I, the undersigned, being duly sworn, depose and say that the within instrument was executed by the person whose name is subscribed to the same, and that the same was executed for the purposes and consideration therein expressed.  
Subscribed and sworn to before me this 15 day of December, 1980.  
By Richard J. Miller Deputy

3005  
J. Lee

8139437

DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR  
 THE SHENANDOAH WEST NO. 1 SUBDIVISION  
 DATED:  
 RECORDED:  
 INSTRUMENT NO.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, SHERWOOD WEST DEVELOPMENT, INC., an Idaho corporation, does hereby certify and declare that all the lands embraced within the SHENANDOAH WEST NO. 1 SUBDIVISION, Ada County, Idaho, and the plat thereof, being duly recorded in the office of the County Recorder of Ada County, Idaho, and any conveyance describing any lot, parcel, or plot herein by reference to any number of designation of said plat of said subdivision shall be subject to the restrictions, covenants and conditions hereinafter expressed, and that by the acceptance of any such conveyance, the Grantee or Grantees therein, and each of them, and their heirs, executors, administrators or assigns, covenant and agree to and with the undersigned, and its assigns or successors, as to such property described in such conveyance as follows:

All property and residential lots within Shenandoah West No. 1 Subdivision according to the official plat thereof, on file in the office of the County Recorder, Ada County, State of Idaho, as shown by Book 51 of plats at pages 4247, and 4248, records of Ada County, Idaho.

RESTRICTIONS

SECTION 1 - GENERAL PROVISIONS

SHERWOOD WEST DEVELOPMENT, INC., herein referred to as the "Grantor," hereby declares that there is to be established a general plan for the development, improvement, maintenance and protection of the real property embraced within the boundaries of the SHENANDOAH WEST NO. 1 SUBDIVISION referred to herein as "The Plat," and the Grantor does hereby establish this Declaration of Covenants, Conditions and Restrictions, hereinafter called "Restrictions," as set forth in Sections 1 through 24 both inclusive hereof. The Restrictions herein provided shall attach to and shall pass with the real property hereinbefore conveyed to the Grantee, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title or interest in and to said real property, whether acquired through voluntary act or through operation of law. Now, therefore, Grantor hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The term, "Grantor," wherever used herein, shall refer to SHERWOOD WEST DEVELOPMENT, INC., a corporation, or any person or persons or corporation to whom the rights of the Grantor, as set forth in these Restrictions, shall be specifically transferred.

The term, "Grantee," wherever used herein, shall refer to any person, corporation or association who shall hereafter assert or claim any right, title, claim or interest in and to the said real property, or any part and parcel thereof, whether as successors in title or otherwise, and whether voluntary or by operation of law.

The Grantor hereby covenants for all of said property; and each Grantee by ratification of these covenants, conditions and restrictions, or by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance is deemed to covenant and agree to comply with and abide by these covenants, conditions and restrictions and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes jointly, separately and severally.

Should the Grantee violate or attempt to violate any of the provisions of these Restrictions, Grantor, or any other person or persons owning any real property embraced in the Plat, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said Restrictions, either to prevent him or them from so doing, to mandate compliance, or to recover damages sustained by reason of such violation.

Should the Grantor employ counsel to enforce any of these restrictions, or right of repurchase, by reason of such violation, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots, and the Grantor shall have a lien upon such lot or lots to secure payment of all such accounts.

The breach of any of these covenants, conditions, restrictions, or any repurchase by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

No delay or omission on the part of the Grantor or the owners of other lots in the properties in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Grantor for or on account of his failure to bring any action on account of any breach of these

covenants, conditions, or restrictions, or for imposing restrictions herein which may be unenforceable by the Grantor.

These covenants, conditions and restrictions, are cumulative, and all remedies provided herein for breach are in addition to any rights and remedies provided by local or state laws, and not in lieu thereof.

Invalidation of any provisions, sentence, or paragraph contained in the Restrictions by judgment or court order shall in no wise affect or invalidate any of the other provisions, but the same shall be and remain in full force and effect. In the event the provisions of these Restrictions are declared void by a court by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against suspension of alienation as set forth in the laws of the State of Idaho.

Approval by a city or county governing board, vested with the responsibility of reviewing planning and zoning having jurisdiction over this subdivision, of an application made by any Grantee which is in conflict with any covenants, conditions or restrictions of this Declaration shall in no wise affect or invalidate this Declaration, but this Declaration shall remain in full force and effect, and subject to enforcement and remedies for violation hereof.

#### SECTION 2 - LAND CLASSIFICATIONS AND DEFINITIONS

a. Lot: A lot shall be any plot or tract described in the above recorded plat which is designated for residential construction and shall exclude those portions of said plat which are commercial parcels, common areas, and recreational parcels identified more particularly as:

1. Lot 1, Block 1, which is reserved for neighborhood commercial development.
2. Lots 2 and 3, Block 4, which are reserved for recreational purposes, and which shall be maintained and owned by the Shenandoah West Tennis Court Association, or a successor entity, which shall construct tennis courts and related facilities on such property and shall provide memberships for a fee to residents of the Properties, or residents of the Properties and the general public, as the tennis court association shall direct. The ownership of any lot in the Properties shall not entitle such owner to membership in any such tennis court association nor entitle such owner to any rights to occupy these recreation parcels, except by an instrument signed by the grantor or the tennis court association providing such rights. The owner of the recreation parcels shall maintain such

parcels in a clean and attractive manner, which requirement shall inure to the benefit of all owners of lots within the Properties.

3. Lots 1 and 18, Block 4, which are reserved for common area for the Shiloh Homeowners Association, Inc.
4. No residential lot shall be divided into two or more building sites, except as provided for in Section 2(c) or with prior written permission of the Grantor.
- b. **Building Site:** A building site shall consist of at least (1) one of the residential tracts or lots as platted on said plat, or (2) a parcel composed of one or more such residential tracts or lots or portions thereof, the depth and frontage of which parcel shall be similar to or exceed the depth and frontage of residential tracts on lots as platted in the same block or immediate vicinity, provided Grantor reserves the right to adjust said lot or tract lines so long as it is not in violation of applicable county or city regulations and in accordance with the terms and conditions of these Restrictions and the purpose thereof.
- c. **Duplex Lots:** Lots 4, 5, 6, 7, and 8, Block 4, are designated for the construction of duplexes thereon. A duplex may be constructed on each of said lots, subject to front, rear, and side yard setbacks, except that the interior walls and boundaries of the dwellings constructed on each lot may touch.
- d. **Owner:** Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or townhouse unit, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- e. **Homeowners' Association:** Shall mean and refer to an association formed by owners of townhouses constructed on Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4.
- f. **Properties:** Shall mean and refer to that certain real property described herein filed with reference to lots and blocks in SHENANDOAH WEST NO. 1 SUBDIVISION.
- g. **Single Family:** An individual, doing his own cooking, and living upon the premises as a separate housekeeping unit, or a collection body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

SECTION 3 - BUILDING RESTRICTIONS

All lots and improvements thereon within said Subdivision, except those parcels identified in Section 2(a) above, shall be used exclusively for single family residential living purposes and such uses as are customarily incidental thereto, unless otherwise specified on a recorded plat or in a supplemental declaration covering a lot within said Subdivision:

- a. Except as provided in Section 2, no lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests as customarily incidental to a residence designed and constructed in accordance with the provisions of these covenants relating to approval by an Architectural Committee and containing a floor area of not less than approved by the Architectural Committee.
- b. No structure or above-ground improvements shall be permitted on any lot which are detached or separated from the principal structure unless located within a reasonable compact area adjacent to the principal structure and unless designed as a single visual element connected or related visually with the principal structure by fencing or other architectural features and in accordance with other requirements of these covenants.
- c. No dwelling or residential structure and no other structure or above-ground improvements shall rise more than two stories from the ground level unless approved by the Architectural Control Committee.
- d. No house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any lot within said subdivision, except for construction and/or sales offices as provided by Section 5 herein.
- e. All residential building sites subject to the covenants shall remain of the size and dimensions shown upon the recorded plat referenced herein, save and except where a change may be made in connection with the reservations relative to such change made in accordance with the provisions of these covenants and the law thereunto appertaining.
- f. No house, garage, outbuildings, fence or other structure shall be built, erected, placed, materially altered or materially repaired including without limitation the altering repair of surface colors or textures on any lot in the unit or subdivision unless and until the building plan specifications and plot plan have been reviewed in advance by the Architectural Committee and the same has been approved conditionally or otherwise. Said review and approval shall include without being restricted, topography, finish ground elevations,

landscaping, drainage, color, material design, artistic conformity to the terrain and other residences in the area, and architectural symmetry. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of said improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

- g. No building or structure shall be moved onto said real property from any land outside said plat except a new prefabricated structure of a type and design approved by the Architectural Control Committee.
- h. Unless otherwise specifically approved in writing by a majority of the Architectural Control Committee, hereinafter provided for, no dwelling house or garage or any part thereof or any other structure, (exclusive of fences and similar structures) shall be placed nearer than twenty (20) feet to the front or fifteen (15) feet to the rear of the building site on which it is located. No building foundation or wall shall be erected nearer than five (5) feet to any side lot line, and upon corner lots all buildings shall be at least fifteen (15) feet from the side street line; this provision shall also apply to garages or other buildings located on the rear quarter of any lot. For the purpose of this covenant, eaves, sewer, steps, chimneys, gutters and open porches shall not be considered as a part of the building, PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a building or any site to encroach upon any other site. Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house. The side yard setback requirements shall not apply to the interior and abutting walls of duplexes constructed or to be constructed on Lots 4, 5, 6, 7, and 8, Block 4, and all front, rear and side yard setback requirements shall not apply to the townhouses constructed or to be constructed by Grantor on lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4.
- i. All buildings shall be of frame, stone, brick, concrete or block construction and, if other than brick or stone, shall be finished and painted and kept in good repair, and said property shall be used in such manner as to be inoffensive to any other property owners.
- j. Each and every Grantee who owns a townhouse unit constructed or to be constructed on Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4, agrees to be bound by all articles, rules, by-laws, regulations and assessments that any existing or future Homeowners' Association having jurisdiction over these dwelling sites may establish.

SECTION 4 - APPROVAL OF PLANS

Plans of all buildings and fences to be erected to any building site embraced in the plat must be submitted to the Architectural Control Committee of not less than three members, hereinafter called "Committee," which shall exercise the rights herein reserved. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location on the particular building site, shall be submitted to the Committee before any construction or alteration is started, and such construction or alteration shall not be commenced until written approval therefor is given by the Committee.

No plan shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two members of the Committee, provided that approval shall be deemed given if the Committee fails to approve or disapprove a proposed change or to make additional requirements or request additional information within forty-five (45) days after a full and complete description of the proposed change has been furnished in writing to the Committee with a written and specific request for approval.

Grantee agrees that the actions of the Committee shall be wholly discretionary and shall be binding upon Grantee whether exercised or not.

As to all improvements, constructions and alterations upon any building site, the Committee shall have the right to refuse improvements, construction or alterations, which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing upon such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or other structure, 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. The Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or other structure or alterations therein as planned when viewed from the adjacent or neighboring property, effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors, which, in the Committee's opinion, shall affect the desirability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as approved.

Said Committee shall be composed of James Amyx, Sr., James Amyx, Jr., and Edwin F. Jones, and their successors, and shall serve for the time and on the conditions as the Grantor, in its sole discretion, shall prescribe, provided that the Committee may appoint successor members from the residents in the Properties who shall serve as long as they are residents, and may also appoint residents as successor members upon their resignation, subject, however, to the successor rights vested in any homeowner's association for townhouses located on Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4, which shall



have exclusive architectural control and jurisdiction over these lots. The cessation of the Committee shall not alter or eliminate the rights of any Grantee to enforce these Restrictions and the provisions hereof which shall continue to assure harmony among and between the residential dwellings in the Properties.

Grantee specifically agrees with Grantor that such Committee, its members, and the Grantor shall incur no liability for any omission or act by any of said above-named parties under Section 4 of these Restrictions. In the event of death or resignation of a member, the remaining two members shall have full authority to act, and within a reasonable time after the occurrence of such vacancy, shall appoint a replacement.

Grantor reserves the right to construct residences and other improvements upon any residential lot building site in said subdivision, and to offer said lots, together with the completed residence and structures thereon, for sale to individual grantees.

#### SECTION 5 - 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. However, Lots, 4, 5, 6, 7, or 8, Block 4, may be used and occupied for construction and/or sales purposes, or a temporary or mobile construction and/or sales office of a size, the character and design approved by the Architectural Control Committee, may be placed upon a lot within said subdivision during the period the Grantor or his authorized agent is selling building sites in the subdivision or any adjacent properties or subdivisions.

#### SECTION 6 - PROSECUTION OF CONSTRUCTION WORK

The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, yard turfing and landscaping, within 8 months from the date of commencement of construction unless prevented by causes beyond the control of the Grantee and only for such time that such cause continues.

#### SECTION 7 - WELLS AND WATER SYSTEM

Each lot and dwelling unit(s) thereon shall be connected to the Boise Water Corporation municipal water provided for and installed in said subdivision. Grantee shall be responsible for the hook-up fees, cost, charges and assessments and Grantor may recover funds advanced, if any, to obtain preliminary construction. No private well shall be installed or maintained on the Properties.

SECTION 8 - IRRIGATION

Irrigation water from existing surface water rights to the Properties is not provided and Grantor assumes no responsibility for providing water for irrigation or lawn sprinkling except through the domestic water system installed as provided in Section 8. Pursuant to Idaho Code Section 31-3805, Grantees are advised that water deliveries have not been provided; Grantees will remain subject to all assessments levied by the Nampa and Meridian Irrigation District; Grantees, as purchasers of lots, shall be responsible to pay all legal assessments; the assessments are liens on the land within the Nampa and Meridian Irrigation District and Grantees may, at a future date, petition the Nampa and Meridian Irrigation District for exclusion from the district.

SECTION 9 - OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lots, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

SECTION 10 - BATHROOM, SINK AND TOILET CONVENIENCES

All bathroom, sink, and toilet facilities shall be connected by underground pipes with the collection system lines of the Boise City Municipal Sewer System, its successors or assigns, or such other corporation, association or company which may be legally qualified to operate and maintain such sewage collection system lines.

SECTION 11 - SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any residential lot or parcel in said subdivision. All sewage disposal shall be through an underground collection system approved by and constructed to the standards of State and local health authorities. Sewage effluent shall be collected from the Subdivision by the Boise City Municipal Sewer System, the hook-up fees, costs, charges and assessments for which shall be the responsibility of Grantee, and Grantor may recover funds advanced, if any, to obtain preliminary construction.

SECTION 12 - REFUSE DISPOSAL, STORAGE OF MATERIALS

No machinery, vehicles, appliance or structure or unsightly material may be stored upon the real property, nor shall trash, garbage, ashes or other refuse be thrown, dumped, burned or otherwise disposed of upon the real property. No building material of any kind shall be placed or stored upon a building site until the Grantee is ready to

and able to commence construction, and then such materials shall be placed within the property line of the building site upon which structure is to be erected, excepting for townhouse construction for which materials must be stored neatly as close to point of use as reasonably possible. The Grantor shall have the right to enter upon any vacant building site for the purposes of burning or removing weeds, brush, growth or refuse at the expense of the Grantee.

#### SECTION 13 - FENCES AND HEDGES

No fence, hedge or boundary wall situated upon a building site shall be constructed except upon approval of the Committee as provided in covenants. Chain-link fences are hereby prohibited on any residential parcel, except where required by the Grantor or a public agency to secure utility sites, irrigation or drainage facilities or other public use as deemed necessary, or when required to secure and screen the recreation facilities to be erected on Lots 2 and 3, Block 4. All other fences shall be subject to the following criteria:

- a. Design: Subject to dimensional and location criteria which follow, all fences which are placed on any residential parcel shall be of "grape-stake" construction except that any fences in front yard areas shall be rail fences. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences.
- b. Height and Location: No fence or hedge situated anywhere upon any building site shall have a height greater than six (6) feet or such other heights as the Architectural Committee may specify, above the finished graded surface of the ground upon which such fence or hedge is situated. No fence or hedge, with an elevation above three (3) feet shall be permitted in front of building setback requirements or the front of the dwelling structure, whichever is greater, without the prior special written consent of the Committee.
- c. Sight Obstruction: No fence, hedge or shrub planting which obstructs sight lines at elevations between three (3) and eight (8) feet 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 twenty-five (25) 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 (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

- d. Spite Fences: The construction or maintenance of a spite fence or spite tree shall be prohibited upon any building site. The determination by the Grantor that any wall, fence, hedge, or tree falls within the latter category shall be conclusive upon all parties.

SECTION 14 - NOXIOUS USE OF PROPERTY

No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any trade or business or professional activities, and no noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. The Grantor shall have the unqualified right to determine whether any such act or activity is noxious or undesirable and such determination shall be binding upon all parties including Grantee and his successors in interest.

SECTION 15 - BILLBOARDS, SIGNS

No signs or billboards of any kind or for any use shall be erected, painted or displayed upon any of the real property. The names of resident owners of building sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Committee. The Grantor reserves the right to display signs during the period the Grantor or his authorized agent is selling building sites.

SECTION 16 - RESTRICTION AGAINST USE DETRIMENTAL TO NEIGHBORHOOD

No part of any building site shall be used or occupied, as a residence or other, so as to have any injurious effect upon the use, occupancy or value of any adjacent premises for the usual and customary residence purpose as established by the manner of use in the general area or neighborhood. As to whether any use or occupancy violates the provisions of these covenants, Grantor, in its sole discretion, may make such determination based upon any reason, aesthetic or otherwise, including failure to maintain the premises, that any activity or use violates this provision. In addition to enforcement provisions of Section 1 hereof, upon determining that a violation of this Section has occurred and after sixty (60) days notice in writing to the owner and occupant of the premises involved, the Grantor may, at its option, repurchase said premises from the original Grantee or subsequent Grantee at the fair market value thereof by tendering said price, less the balance due on any mortgage, which mortgage Grantor agrees to assume at any time within a six-month period following the expiration of said sixty-day notice period. Upon the tender of or payment of said purchase price to the then said owner of the premises, Grantee shall make, execute and deliver to the Grantor a deed reconveying to said Grantor the said premises, which execution and delivery may be specifically enforced by court action. This covenant shall attach to and pass with all property in said plat and be binding upon all persons who may from time to time own or claim any right, title or interest in and to any of said property.

Any dispute concerning the fair market value of the premises or any other provision of this Section shall be arbitrated in accordance with the Uniform Arbitration Act as presently embodied in Chapter 9, Title 7, Idaho Code, or as hereinafter amended. The Grantor and Grantee shall each choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all arbitrators.

SECTION 17 - EASEMENTS

- a. Easements to permit the doing of every act necessary and proper to the playing of tennis on the tennis courts adjacent to the lots which are subject to these restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of tennis balls from such lots, the flight of tennis balls over and upon such lots, the use of necessary and usual equipment upon such tennis courts, the usual and common noise level created by the playing of the game of tennis, together with all the other common and usual activity associated with the game of tennis and with all the normal and usual activities associated with the operation of a tennis club.
- b. Telephone and Electric Service: All lots shall be served by underground electrical and telephone lines. The services shall be installed in road or easement right of way as platted. Each Grantee agrees at his sole expense to pay for costs and hook on charges as established by the Idaho Power Company for the underground sewer service facilities and to Mountain States Telephone and Telegraph Company for telephone facilities, as a condition precedent to connecting thereto. Grantor shall not be liable for the cost thereof but may recover funds advanced, if any, to obtain preliminary installation.
- c. The Grantor reserves such easements as shown and noted on said plat for the purpose of constructing water mains, drainage ponds, drainage ditches, electric distribution lines, sewer lines, gas pipelines and such other public utilities as shall be necessary, convenient and desirable for the Grantees and owners of said lots and parcels henceforth.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements.

- d. An easement is hereby granted to the Idaho Power Company, a corporation, its licensees, successors and assigns, a permanent and perpetual easement and right of way, sufficient in width to install and maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter described, at all reasonable times, to construct, maintain and repair underground power lines, through, under and across said land, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers, shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines on and across the following premises, belonging to the said owner in Ada County, State of Idaho in the following location, to-wit:

In SHENANDOAH WEST NO. 1 SUBDIVISION, Ada County, Idaho, a strip of land running from the street right of way or utility easements as shown on the plat to a point or points on said boundary line which are directly opposite from the electrical service entrance facilities on the building constructed on the building sites on each side of the boundary line; thence, strips of land each ten (10) feet wide, one on each building site running directly from said point or points on the boundary line to the correspondingly opposite electrical service entrance facilities on the buildings constructed on said building sites. The actual building site may be a lot as shown on SHENANDOAH WEST NO. 1 SUBDIVISION plat or a combination of portions of lots intended to comprise a building site.

The electrical system generally will consist of buried power wires, transformers, junction boxes and other equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent premises.

SECTION 18 - GENERAL COVENANTS

- a. **Occupancy Limitations:** No dwelling or residence on any Lot or other property area created under any Supplemental Declaration shall be used for living purposes by more persons than it was designed to accommodate comfortably.
- b. **Maintenance of Property:** All property within the Subdivision and all improvements on any such property shall be kept and maintained by the owner thereof in clean, safe, attractive, and sightly condition and in good repair.
- c. **No Hazardous Activities:** No activities shall be conducted on any property within the Subdivision

and no improvements construction on any such property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon such property; and no open fires shall be lighted or permitted on such property except in a self-contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

- d. No Unsightliness: No unsightliness shall be permitted on any property within the Subdivision. Without limiting the generality of the foregoing, all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view. Trailers, recreational vehicles, trucks, boats, campers, garden or maintenance equipment, or any other vehicles other than automobiles, shall be kept at all times except when in actual use, in an enclosed structure or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view of adjacent dwellings and streets. Service areas, storage piles, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antenna and other facilities for the transmission or reception of audio or visual signals and gas, oil, water or other tanks, shall be screened from view or located below the surface of the ground; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any such property. Notwithstanding the foregoing, if at any time of the occupancy of any approved structure, connections to a nearby underground electricity line, telephone line, or television cable is not available, then temporary poles or wires for electricity, telephone or television antenna, as the case may be, may be installed to a reasonable necessary height provided that they shall be promptly removed at the expense of the owner after the availability of connections to nearby underground lines or cables, and, at any time, a television antenna to receive a signal from a booster or translator, no larger or more conspicuous than is necessary, may be installed, but if possible shall be installed in the attic or garage.

No working or commercial vehicles of 3/4 ton or greater, recreational vehicle, trailer or boat, shall regularly or as a matter of practice be parked upon any building site nor on the street adjacent thereto, unless property garaged, or unless stored in the back yard screened from view from the adjacent public right of way.

- e. No Annoying Lights, Sounds, or Odors: No light shall be emitted from any property within the Subdivision which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any property which is unreasonably loud or annoying and no odor shall be emitted on any property which is noxious or offensive to others.
- f. Restrictions on Animals: No animals, birds, insects or livestock shall be kept on any property within the Subdivision except domesticated dogs, cats or other common household pets which do not reasonably bother or constitute a nuisance to others and on such portions of roads and other public ways or easements as may be designed or permitted for such use from time to time by Grantor. No dogs or cats in excess of two shall be kept by any residential household within said subdivision and no animals of any kind shall be bred or kept for commercial purposes. All dogs must be leashed when outside a dwelling unit.
- g. Restrictions on Signs: No signs or advertising devices of any nature shall be erected or maintained on any property within the Subdivision except as necessary to identify the ownership of such property and its address; or to show such property is for sale or for rent; or as may be necessary or desirable to give direction, advice or rules and regulations or caution or warn of danger; and such signs as may be otherwise required by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on such property only with the prior written approval of the Committee, which approval shall be given only if such signs shall be of attractive design in keeping with the scenic and rustic nature of such 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. Nothing herein shall prohibit Grantor from using signs to advertise the development and construction of the Properties.
- h. Other Restrictions for Additional Areas: Grantor, by any Supplemental Declaration, may impose other restrictions or alter these restrictions as to the property within the Subdivision or property to be added to the Subdivision hereafter.
- i. Construction Period Exception: During the course of actual construction of any permitted structures or improvements, the restrictions contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and provided that, during the course of such construction, nothing is done which will result in a violation of these restrictions upon completion of construction.



SECTION 19 - REQUIRED APPROVAL OF ALL CHANGES OF DESIGNATION  
WITHIN THE SUBDIVISION

- a. **Criteria for Approval:** The Grantor shall have complete discretion to approve or disapprove any change in the existing state of property within the Subdivision, but shall exercise such discretion with the following objectives in mind among others: To carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any Supplemental Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any changes will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions.
- b. **Conditions Precedent to Approval:** Prior to expenditures of any substantial time or funds in planning of any proposed change in the existing state of property within the Subdivision, the owner of such property, other than Grantor, shall advise the Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss, the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed change in existing state of such property is determined and prior to the commencement of work to accomplish such change, and Committee shall be furnished in duplicate, by such property owner, other than Grantor, with a complete and full description of the proposed change in writing and with a plot plan covering the particular lot, or other property, drawn to such scale as may be reasonable by the Committee. Where buildings or other improvements which reasonably require plans and specifications be prepared by a practicing licensed architect and a fee of \$100.00 shall be paid to the Committee to cover costs and expenses of review; \$75.00 of the fee may be waived by the Committee in its discretion if the plans and specifications furnished are prepared by a practicing licensed architect. Prior to giving

approval to a proposed change in the existing state of property, at least one member of the Committee shall physically inspect the property. No proposed change in the existing state of property shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two members of the Committee, providing that approval shall be deemed given if the Committee fails to approve or disapprove a proposed change or to make additional requirements or request additional information within forty-five (45) days after a full and complete description of the proposed change has been furnished in writing to the Committee with a written and specific request for approval.

- c. Prosecution of Work After Approval: After approval by the Committee of any proposed change of designation of property within the Subdivision, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications therefore given to the Committee. Failure to accomplish the change within the six months after the date of approval (subject to strikes and acts of God) or to complete the proposed change strictly in accordance with the description thereof and plans and specifications therefor shall operate to automatically revoke the approval of the proposed change and, upon demand by the Committee, such property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon such property at any reasonable time or times to inspect the progress or status changes in the existing state of such property being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of property has not been approved or that any approval given has been automatically revoked.

#### SECTION 20 - TERM OF RESTRICTIONS

These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two-thirds of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper

references by volume and page numbers to the records of the plats and record of this deed in which these Restrictions are set forth, and all amendments thereof.

SECTION 21 - GRANTOR REPURCHASE OPTION

The conveyance hereby made is further made subject to the condition and agreement by which the Grantee agrees that, within a period of two years following the date of any deed by Grantor conveying any plot, tract or lot, the construction of a dwelling house in compliance with the restriction herein will be commenced upon the described real property. The term, "construction will be commenced," as used herein, shall require actual physical construction activities upon such dwelling house or structure upon said real property. In the event the Grantee shall fail or refuse to commence construction of such dwelling house or structure within said two-year period, the Grantor shall have the option to repurchase the above-described real property from the Grantee or the then owner or owners thereof at a repurchase price equal to the purchase price paid to the Grantor, less an amount equal to ten percent thereof. In the event that the Grantor shall exercise its option to repurchase the said real property, upon tender of payment of said repurchase price, the Grantee, or the then owners of said real property, shall make, execute and deliver to the Grantor a deed reconveying to the Grantor the above-described real property and this provision shall be binding upon all persons who may, at any time hereafter, own or claim any right, title or interest in and to said real property, whether acquired by voluntary act or through operation of law.

SECTION 22 - RESERVED EASEMENTS

The Grantor for itself, its licensees and assigns, does hereby reserve all right, title and interest in, and full power to vacate and relocate by instrument filed of record in platted land in Grantor's name, a right of way and easement for installation, maintenance and operation of utilities of any type and drainage and all incidences and appurtenances thereof, over, on and across the above-described real property as shown on the plat or reserved in any deed of Grantor, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement 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 the electrical, telephone, or other utility system. Grantor further reserves to itself, its licensees, successors and assigns, the right and power to locate new, or to vacate and relocate any existing street or easement herein platted, as long as the Grantor owns each of the parcels which are adjacent to such street or easement and provides an adequate roadway in place of any vacated as may be required for ingress or egress by adjacent lot. Provided, nevertheless, vacations and relocations of easements, rights-of-way and

streets allowed hereunder shall be made in accordance with the minimum standards of the State of Idaho, Ada County, Idaho. laws, ordinances and regulations thereunder in relation to platting in effect at the time of the construction of improvements, and shall be effected only by instrument duly filed of record in said Ada County. The Grantee waives any right which he may have by statute or otherwise to object to any vacancies, relocations, vacations and dedication effected by Grantor in accordance with the provisions of this Section.

IN WITNESS WHEREOF, the Grantor caused its corporate name to be hereunto subscribed by its Vice-President this 9 day of August, 1980.

SHERWOOD WEST DEVELOPMENT, INC.

Dennis S. Johnson  
Secretary

By: [Signature]  
JAMES M. AMYX, JR.  
Vice President

STATE OF IDAHO )  
County of Ada ) ss.

On this 9<sup>th</sup> day of September, 1981, before me, the undersigned Notary Public in and for said state, personally appeared JAMES M. AMYX, JR. and Irma L. Jackson, known to me to be the persons whose names are subscribed to the foregoing instrument as the Vice-President and Secretary, respectively, of SHERWOOD WEST DEVELOPMENT, INC., a corporation, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

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



Lawrence R. Dale  
Notary Public for Idaho  
Residing at Boise, Idaho

Ada County, Idaho, ss.  
Record of 9.11.81  
Engelbrecht  
1:13.10 P. M.  
DATE 9.9.81  
JANIE CASTIDA  
RECORDAR  
by [Signature]  
Deputy

3800

AMENDMENT AND MODIFICATION OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHENANDOAH WEST NO. 1 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, do hereby certify and declare:

1. That we are collectively the owners in fee simple of not less than two thirds of the platted residence tracts or platted lots of that certain real estate situated in Ada County, Idaho, more particularly described as follows, to wit:

SHENANDOAH WEST NO. 1 SUBDIVISION, according to the official plat thereof, filed in Book 51 of Plats at Pages 4247 and 4248, official records of Ada County, Idaho.

2. That there has heretofore been made, executed, and adopted and filed for record in the office of the Ada County Recorder, under Instrument No. 8139437, a Declaration of Covenants, Conditions and Restrictions for said SHENANDOAH WEST NO. 1 SUBDIVISION, to which reference is hereby made.

3. That it is necessary that said Declaration of Covenants, Conditions and Restrictions for said SHENANDOAH WEST NO. 1 SUBDIVISION be AMENDED and the same are hereby amended and modified in the following respects:

a. That Section 16 - Restriction Against Use Detrimental to Neighborhood, hereby be deleted in its entirety.

b. That Section 21 - Grantor Repurchase Option, hereby be deleted in its entirety.

4. That the Declaration of Covenants, Conditions and Restrictions for SHENANDOAH WEST NO. 1 SUBDIVISION hereinbefore referred to as modified and amended by this Instrument are hereby reaffirmed and adopted as the Covenants, Conditions and Restrictions for said subdivision in accordance with the terms contained in said original covenants and this amendment and modification thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of July, 1982.

SHERWOOD WEST DEVELOPMENT, INC.

Ada County, Idaho, ss.

Request of Mike Bideganeta

TIME 9:54 a.m.

DATE 7-21-82

JOHN BASTIDA

RECORDER

By Wanda Balle Deputy

By:

James Amix, Jr. President



STATE OF IDAHO ) County of Ada ) ss.

On this 20th day of July, 1982, before me, a Notary Public in and for said State, personally appeared JAMES AMIX, JR., known to me to be the President of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, 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.



Mike Bideganeta Notary Public for the State of Idaho Residing at: Boise Comm. Expires: 3-9-83

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 07/27/05 08:06 AM  
DEPUTY Gail Garrell  
RECORDED - REQUEST OF  
Shiloh Homeowners

AMOUNT 42.00 14



**DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**SHILOH HOMEOWNERS ASSOCIATION**

The Association is within Shenandoah West #1 Subdivision, and Shiloh Association lots are also subject to all covenants that apply to Shenandoah West # 1 Subdivision.

This Declaration is for Lots 1, 18,9, 10,11, 12, 13, 14, 15, 16, 17, 19,20,21,22,23,24,25,26,27, and 28, Block 4, Shenandoah West No.1 Subdivision, and replaces and supercedes all previous recordings.

Dated: JULY 27, 2005

Recorded: ADA COUNTY

Instrument No.: 105102566

THIS DECLARATION, Made on the date hereinafter set forth by the undersigned, hereinafter collectively referred to as "Declarant,"

WHEREAS, Declarant is the Shiloh Homeowners Association and its Board of Directors which govern certain real property in the County of Ada, State of Idaho, hereinafter referred to as "said property," more particularly described as follows:

All of the lands located in Lots 1,18,9,10,11,12,13,14,15,16,17,19,20,21,22,23, 24, 25, 26, 27 and 28, Shenandoah West No.1 Subdivision, Ada County, Idaho according to the official plat thereof on file in the office of the County Recorder, Ada County, Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall work to the benefit of and be limitations upon all future owners of said property, or any interest therein.

**ARTICLE I**  
**DEFINITIONS**

Whenever used in this Declaration, the following terms shall have the following meanings:

1. **"Association"** shall mean Shiloh Homeowners Association, Inc., a non-profit corporation, to be organized under the laws of the State of Idaho, its successors and assigns.
2. **"Said property"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. **"Common Area"** shall mean all real property, and appurtenances thereto or hereafter owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association upon its incorporation is described as follows: Lots 1 and 18, Block 4, Shenandoah West No.1 Subdivision, Ada County, Idaho
4. **"Lot"** shall mean and refer to every lot of land described in the preamble to this declaration with the exception of Lots 1 and 18, Block 4, which is Common Area, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and occupied.
5. **"Member"** shall mean and refer to every person or entity that holds membership in the Association.
6. **"Owner"** shall mean and refer to the record owner of a fee simple title to any such Lot (including contract sellers), whether one or more persons or entities, excluding those having such interest merely as security for the performance of any obligation. Each Owner shall own an undivided one-nineteenth (1/19) interest in the said Common Area.
7. **"Declarant"** shall mean and refer to the Shiloh Homeowners Association and its Board of Directors, its successors, heirs and assigns.
8. **"Building Site"** shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such Lots or contiguous portions of two or more contiguous Lots if a building is constructed thereon.
9. **"Setback"** means the minimum distance between the dwelling unit or other structure referred to and a given street or road or lot line.

10. **"Mortgage"** shall mean and refer to any mortgage or deed of trust, and **"Mortgagee"** (borrower) shall refer to the mortgage or beneficiary under a deed of trust and **"Mortgagor"** (lender) shall refer to the mortgagor or grantor of a deed of trust.
11. **"Architectural Control Committee."** The Board of Directors of the Shiloh Homeowners Association serves as the Architectural Control Committee of the Lots that constitute the Association in concert with the Shenandoah West #1 Architectural Committee.
12. **"Voting Quorum"** shall mean that sixty percent (60%) of the membership either present or voting by proxy can make all decisions voted on, except for specific requirements for a larger percentage vote, as set forth in these CC&Rs.

## **ARTICLE II** **MEMBERSHIP**

1. Every person or entity who is a record Owner (including contract sellers) of a fee or fee interest in any such Lot shall, by virtue of such ownership be a Member of the Association. When more than one person holds such interest in any such Lot, all such persons shall be Members. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot subject to assessment by the Association. 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. The Association shall maintain a membership list and may require written proof of any Member's Lot ownership interest.

2. The financial reports, books and records of the Association may be examined periodically by any Member or Mortgagor.

## **ARTICLE III** **PROPERTY RIGHTS**

1. Common Property Ownership. The Association shall own, operate, control and maintain the Common Area.

- a. The Association will operate and maintain the irrigation pumping system and related equipment for the purpose of providing irrigation water to the Member's lawns and grass on the Common Areas.
- b. Sprinkler timers are located on several residential units and will be managed and maintained by the Association.



- c. Individual sprinkler systems are to be installed on each Lot by the Owner. Maintenance of sprinkler heads on Lots and Common Areas are the responsibility of the Association. Maintenance of all other irrigation equipment on Lots is the responsibility of the owner.

2. Member's Easements of Enjoyment. Every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to limit the number of Members permitted to use a particular part of the Common Areas at anyone time.
- b. The right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessment against said Member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Areas to a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such condition or transfer shall be effective unless an instrument signed by Members entitled to cast sixty percent (60%) of the majority of the votes of the membership has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed actions sent to every Member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.
- d. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas 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 being limited thereto rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking and construction changes.

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 or enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers, providing they reside on the property.

**ARTICLE IV**  
**VOTING RIGHTS**

Members of the Association shall be all Owners, and shall be entitled to one (1) vote to each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**ARTICLE V**  
**MAINTENANCE ASSESSMENT AND MORTGAGEE RIGHT**

1. Creation of the Lien and Personal Obligation and Assessments. The Declarant hereby covenants for all of said property; and each Owner of any Lot by ratification of these covenants or by acceptance of a deed or contract of purchase thereof, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) regular annual or other regular periodic assessments or charges, and (2) 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 such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall not be used for any purpose other than promoting the recreation, health, safety and welfare of the residents in said property and in particular for the improvements and maintenance of the Common Area, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and including without being limited thereto, the payment of taxes on all or any part of the Common Area. Subject to the above provision the Association shall determine the use of the assessment proceeds.

3. Basis and Maximum Annual Assessments. The maximum regular assessment shall be \$70.00 per month lawful money of the United States of America, for each Lot or dwelling unit subject thereto.

- a. The maximum regular monthly assessment may be increased by a vote of the Members, provided that any such increase shall be approved by the affirmative vote of not less than sixty percent of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose. Unless waived in writing, written notice shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Sixty percent (60) of the membership present and/or voting by proxy will constitute a voting quorum.

- b. In addition to the regular assessments authorized above, the Association may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvement upon the Common Areas, including the necessary fixtures and personal property relating thereto, and for such legal fees which may be incurred to protect the Association. All such assessments are subject to the assent of a sixty percent majority of the completed votes represented by those Members who are voting in person or by proxy at the meeting duly called for this purpose. Unless waived in writing, notice in writing of this meeting shall be sent to all Members not less than ten (10) days or more than fifty (50) days in advance, setting forth the purpose of the meeting. Sixty percent (60%) of the membership present and/or voting by proxy will constitute a voting quorum.

4. Uniform Rate of Assessments. Both regular assessments and any special assessments must be fixed at a uniform rate for all Lots, and may be collected on an annual, quarterly or monthly basis. It is acknowledged that the dwelling units are of different sizes and that the actual cost of landscaping maintenance may vary.

5. Assessment Due Dates. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. The Board of Directors of the Association shall establish written notice of the assessment dates. All Lots shall be subject to the annual, monthly, and special assessments provided for herein. Payment is due and payable on the 1st day of the month of the due date, depending on whether the assessment is annual, monthly or special. A late payment fee of ten dollars (\$10) will be charged against any Shiloh property for annual, monthly or special assessments more than thirty (30) days past due. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular Lot have been paid. The Board for the issuance of these certificates may make a reasonable charge. Such certificates shall be conclusive evidence of payment of any assessment therein stated has been paid.

6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ninety (90) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum. The secretary of the Association shall file in the office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien, releasing the same. The aggregate amount of such assessments, together with interest, costs, and expenses, and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole Lot (including any improvement located thereon) with respect to which it is fixed from the date the lien is filed in

the office of said County Recorder for Ada County Idaho until the same has been paid or released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to liens upon real property. The Owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorneys fees of the Declarant or of the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expenses, costs, and disbursements and attorney fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements, and fees on appeal and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Areas, or abandonment of his dwelling unit, Lot, or Building Site.

7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all first mortgages and trust deeds now or hereafter placed on said property or any part thereof. The sale or transfer of any Lot or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a judgment or decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- a. All properties expressly dedicated to and accepted by a local public authority.
- b. All Common Areas.

9. Notice to Mortgagees. In the event of the transfer of any Shiloh properties, a copy of both the Shenandoah West #1 and Shiloh Homeowners Association Covenants, Conditions and Restrictions shall be delivered by the seller to the prospective buyers, or their agent, for perusal and acceptance at least ten (10) days prior to the transfer. A transfer fee of fifty dollars (\$50.00) will be assessed by Shiloh Homeowners Association for any property within the Association that changes ownership.

10. Mortgagor's Approval. The Association shall not undertake or cause to be undertaken the following acts without the prior written consent of seventy- five (75) percent of

the first mortgagors (based upon one vote for each mortgagor), if such acts would materially lessen the security of such mortgages:

- a. Abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly by the Association, except that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall be permitted.
- b. Change the method of determining the obligations, assessments, dues, or other charges, which may be levied against an Owner.
- c. Change or abandon any scheme or regulations or enforcement thereof, pertaining to architectural design, appearance or maintenance of structures or improvements located on the properties.
- d. Use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements.

11. Association Budget. The Association Treasurer shall prepare an annual budget which shall indicate anticipated operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays\* of the Association for the next calendar year, liabilities incurred by the Association under or by reason of this Declaration.

\*To include but not limited to: Common Area maintenance, lighting, landscaping, care of grounds, renovations, operation and maintenance of the irrigation pump, and sprinkler system, wages; cost of management; special assessments; legal and accounting fees, the payment of any deficit from a previous period and the creation of any reasonable contingency or other reserve or surplus fund.

12. Repair or Improvements of the Common Area. If any of the property located in the Common Area and/or improvements are damaged or destroyed, the Members shall, at a special meeting called for that purpose, determine whether to rebuild, repair, restore or otherwise take action with regard to such damage or destruction. A quorum shall be necessary for any such decision in accordance with the provisions of paragraphs 3a and 3b hereof. Further, any such action shall be approved by the affirmative vote of not less than sixty percent (60%) of the votes of Members who are voting in person or by proxy at such meeting duly called for this purpose. Unless waived in writing, written notice of such meeting shall be sent to all Members not less than ten (10) days or more than fifty (50) days in advance of the meeting.

13. Insurance. All insurance coverage for Shiloh Common Area properties is included under the master policy of Shenandoah West Subdivision #1.

**ARTICLE VI**  
**ZERO LOT LINES AND EASEMENT USE**

1. **Overhang Easement.** There shall be an exclusive easement appurtenant to each building lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

2. **Common Area Plantings.** Property Owners may enhance their property by planting trees, shrubs and flowers along the back fences of Common Areas adjacent to their homes, or back lot lines if they reside between Ripley Ct. and Wildrose Ct. at their own expense with the following stipulations:

- a. No planting is allowed on any other portion of the Common Area without the prior written permission of the Association.
- b. All planting requests for Common Areas shall be in writing and approved by the Shiloh Homeowners Association Board of Directors. If approval is granted, trees and shrubs become the property of Shiloh Homeowners Association and will be maintained by the Association. The requesting homeowner must agree to appropriately maintain any flowerbeds to the betterment of the neighborhood. If not properly maintained, the Shiloh Homeowners Board of Directors shall have authority to remove said plantings at the Owners' expense.
- c. Shiloh Homeowners Association CC&R's mandate that the Association provide basic lawn maintenance, sprinkler irrigation and annual fall trimming of trees and shrubs. Homeowners must cooperate in giving service vendors clear and unrestricted access to both private and Common Areas.

**ARTICLE VII**  
**ARCHITECTURAL CONTROL**

**APPROVAL:** No new construction of a building, addition, privacy fence, wall, hedge, or any other construction shall be permitted upon any part of homeowners' property until the Shiloh Homeowners Association Board of Directors and the Architectural Control Committee of Shenandoah West Subdivision #1 have approved in writing such request of the plans and specifications thereof, including exterior color schemes. Chain link or electrical or mechanical fences, above or below ground are hereby prohibited on any residential parcel except where required by a public agency to secure utility sites, irrigation or drainage facilities, recreation areas or other public uses deemed necessary. Concrete, brick, or concrete block foundations or walls on adjacent Common Areas are also prohibited.

**ARTICLE VIII**  
**PROPERTY USE RESTRICTIONS**

The following restrictions shall be applicable to the real property subject to this Declaration shall be for the benefit of, and limitation upon, all present and future Owners of said property or any interest therein.

1. Electronic receivers on a dwelling shall be placed in a location so as not to be seen from the street in front of the residence.

2. No signs of any kind or for any use shall be erected, painted or displayed upon any of the real property except one professional sign advertising the property for sale or rent. The Owner or his agent may place a sold sign for a reasonable period of time. The names of resident Owners may be mounted on the dwelling.

3. No animals, birds, reptiles, insects or livestock shall be kept on said property except a total of no more than two domesticated dogs or cats or other common household pets which do not reasonably bother or constitute a nuisance to others is permitted. No animals of any kind shall be bred or kept for commercial purposes. Dogs shall weigh no more than 25 pounds. All dogs must be leashed when outside a dwelling unit, and shall not be allowed in the Common Area or kenneled outside the dwelling units. For the purposes of these CC&R's, "leash" or "leashed" shall mean a tether connected to the collar of a dog on one end, while the other end is held by an individual or tied to a fixed point or object, which will control the dog. Homeowners with dogs must keep their yards clean and free of animal feces.

4. No garbage, trash, or other waste shall be kept or maintained on any part of said property except in a sanitary container and stored inside a garage or dwelling.

5. No noxious, offensive, or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No recreational vehicle, trailer, truck-camper, or tent shall be used as a residence on any part of said property. The Boise City Code limits parking vehicles on city streets to 72 hours. After 72 hours, they must be moved or the owner can be given a citation. They shall not be parked where they will obstruct access to the street, parking garages, driveways, or mailboxes.

7. Boats, trailers, recreational vehicles, motorcycles, commercial trucks, truck-campers and commercial equipment, as well as junk cars or other unsightly vehicles, shall not be parked in excess of 72 hours on any part of said property, including driveways, or on public

thoroughfares adjacent thereto except within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area.

8. No garage door shall remain open for any extended time period except during ingress and egress of vehicles and individuals or to facilitate residents who are moving in or out of the property.

9. If it becomes necessary for the Shiloh Board of Directors to take action to enforce these requirements, the Board shall have the right to collect reasonable attorney fees and costs associated with such enforcement.

## **ARTICLE IX** **EASEMENTS**

1. **General.** All conveyances of land situate in the said property made by the Declarant, and by all persons claiming by, through or under the Declarant shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance and each and every such instrument of conveyance shall likewise be deemed to grant and reserve whether or not the same be declared therein, mutual and reciprocal easements over across and under all Common Areas and easement over all Lots for maintenance as authorized by this Declaration, and easements as otherwise shown on the plat for Shenandoah West No.1 Subdivision. This stipulation includes any portion of said property, which now or hereafter may be occupied by a residence and shall thereafter be subject to any easement already in place. All of said easements shall be for the benefit of all present and future Owners of property subjected to the jurisdiction of the Association by covenants and restriction recorded and approved as hereinabove provided; said easements, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights of privacy of the Owner or occupant of any part of said property. (See also easement for encroachments specified in Article VI.)

2. **Common Areas.** A further mutual and reciprocal easement for sidewalk purposes is granted and reserved over and across the Common Areas in the said property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said property and adjacent properties not subject to this Declaration, their tenants and guests, for ingress and egress to the recreation facilities on Lots 2 and 3, Block 4, subject, however, to rules and regulations reasonably restricting the right to use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority.

3. **Tennis Easement.** In addition there shall be an easement to permit the doing of every act necessary and proper to the playing of tennis on the tennis courts adjacent to the Lots,



which are subject to these restrictions, are hereby granted and established. These acts shall include but not be limited to the recovery of tennis balls from such Lots, the flight of tennis balls over and upon such Lots, the use of necessary and usual equipment upon such tennis courts, the usual and common noise level created by the playing of the game of tennis, together with all the other common and usual activity associated with the game of tennis and with all the normal and usual activities associated with the operation of a tennis club.

4. Drainage Easement. An easement for a drainage and sedimentation basis is hereby reserved on portions of Lots 1, 9, 10, 11, 12, 13, and 14, Block 4, which easement is located generally along and parallel to the southerly boundary of Lot 1, Block 4. No permanent improvements of any kind shall be erected, constructed, or placed on any portion of Lot 1, or on the southerly portions of Lots 9, 10, 11, 12, 13 and 14, except as originally constructed by the developer, unless the Architectural Control Committee previously approves the same with due consideration to the drainage easement.

## **ARTICLE X** **COVENANTS CUMULATIVE**

All provisions of that certain Declaration of Covenants, Conditions and Restrictions for Shenandoah West No.1 Subdivision filed and recorded as Instrument No. 8139437, in the Office of the Ada County Recorder not inconsistent with the Declaration shall apply to this subdivision, and are hereby incorporated by reference as if fully set forth herein, and the rights, remedies, obligations, covenants, conditions, and restrictions therein shall apply in addition to those contained in this declaration. Lots within the Shiloh Homeowners' Association are limited to single story construction of patio homes.

## **ARTICLE XI** **GENERAL PROVISIONS**

1. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach or violation of anyone or more of the provisions hereof.

2. Enforcement. The 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 proceeding 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 suit is brought to enforce the covenants

contained herein the prevailing party shall be entitled to recover a reasonable attorney fee in addition to allowable costs.

3. Severability. Invalidation at 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.

4. Term of Restrictions and Amendment. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods often (10) years unless the Owner or Owners of the legal title to not less than sixty percent (60%) of the platted patio home units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for records in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and record of this deed in which these Restrictive Covenants are set forth and all amendments thereof.

5. Insurance. The individual Owners shall be responsible for:

- a. Maintaining fire and extended coverage and comprehensive insurance on their respective Lots and improvements thereon, including but not limited to, residences, utility lines and hook-ups, television antennas and satellite dishes, fences, garages and storage areas.
- b. Maintaining fire and extended coverage on contents and personal property located on the Owner's respective Lots or in such dwelling units and for improvements constructed on such Lots other than as originally constructed by the builder of structures on such Lot.

6. Benefit of Provisions - Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association and the Owner or Owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property Owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

7. Assignment by Declarant. Any or all rights, powers and reservations of the Declarant herein contained may be assigned to the Association or to any other corporation or

association which may hereafter be organized and which will assume the duties of the 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 and assume such duties it shall, to the extent of 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 the Declarant alone, so long as it owns any interest in any portion of said property.

8. Owners' Compliance. Owners of rental property are responsible for the renter's compliance with the Shiloh Homeowner's Covenants, Conditions, and Restrictions, Responsibility for Association dues and assessment payments of rental property remain with the Owner.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 26th day of July, 2005.

SHILOH HOMEOWNERS' ASSOCIATION, INC.

*John E. Keifer*  
President

ATTEST

*Kelsey D. Hennis*

Secretary

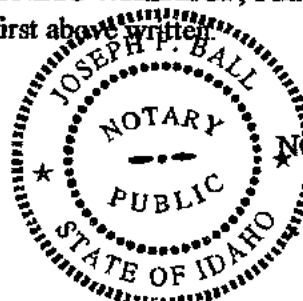
STATE OF IDAHO )

:SS

County of Ada )

On this 26 day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Keifer and Kelsey D. Hennis, known to me to be the President and Secretary, respectively, of SHILOH HOMEOWNERS ASSOCIATION, INC., the persons that executed the above instrument on behalf of said Corporation, and acknowledged to me that said Corporation executed the same.

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



*Joseph P. Ball*  
NOTARY PUBLIC for Idaho

*9/3/2005 (expires)*



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Aaron C. Charrier  
950 W. Bannock Street  
Suite 900  
Boise, ID 83702  
206.319.2600

**CORRECTION AFFIDAVIT AND SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**

**Shenandoah West Subdivisions II, IV, V and VI**

STATE OF IDAHO )  
                                ss.  
COUNTY OF ADA )

This Correction Affidavit and Supplemental Declaration of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions II, IV, V and VI ("Correction Affidavit") is made and declared on the date set forth below:

- 1.** I, Russell A. Mendenhall, have received the below referenced documents and have personal knowledge of the facts set forth below and believe them to be true and correct.
- 2.** I am the President of the Shenandoah West Homeowners Association and Shenandoah West Neighborhood Association, Inc., an Idaho non-profit corporation, which are the entities authorized to correct the Declarations identified below.
- 3.** The Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions II, IV, V and VI each contain typographical and/or clerical errors ("errors").
- 4.** This Affidavit and Supplemental Declaration of Covenants shall correct apparent errors and assure conformance and consistency among the Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions II, IV, V and VI.
- 5.** The Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions II, IV, V and VI were each recorded in the records of Ada County, Idaho, as follows:
  - Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. II Subdivision was recorded on May 15, 1984, as Instrument No. 8421337 ("Declaration II")

- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. IV Subdivision was recorded on June 25, 1987, as Instrument No. 8737521 ("Declaration IV")
- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. V Subdivision was recorded on November 1, 1989, as Instrument No. 8955256 ("Declaration V")
- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. VI Subdivision was recorded on June 20, 1990, as Instrument No. 9032601 ("Declaration VI")

**6. Corrections to Declaration II:**

- 6.1. Insertion of the words "*electricity, telephone or television antenna as*" after the words "then temporary poles or wires for" in Section 18(d) (page 12, paragraph 1, midway through line 6)

**7. Corrections to Declaration IV:**

- 7.1. The word "*Grantor*" in the first paragraph of Page 2 should be replaced by the word "*Grantee*"
- 7.2. Insertion of the words "*design shall apply only to the exterior appearance of said*" in Section 3(f) (page 4, paragraph 7, line 14)
- 7.3. Insertion of the words "*excavations or shafts be permitted upon or in any lot. No*" in Section 9 (page 7, paragraph 2, line 4)
- 7.4. Insertion of the words "*no lumber, grass, shrub or tree clippings or plant*" in Section 18(d) (page 10, paragraph 6, line 23)
- 7.5. Insertion of the words "*electricity, telephone or television antenna as*" after the words "then temporary poles or wires for" in Section 18(d) (page 11, paragraph 1, midway through line 6)
- 7.6. Insertion of the words "*amend said restrictions. Such termination or amendment shall*" after the words "shall then terminate or" in Section 20 (page 13, paragraph 3, midway through line 9)

**8. Corrections to Declaration V:**

- 8.1. The word "*Grantor*" in the first paragraph of Page 2 should read "*Grantee*"
- 8.2. Insertion of the words "*design shall apply only to the exterior appearance of said*" in Section 3(f) (page 4, paragraph 7, line 13)

- 8.3. Insertion of the words "*excavations or shafts be permitted upon or in any lot. No*" in Section 9 (page 7, paragraph 2, line 4)
- 8.4. Insertion of the words "*no lumber, grass, shrub or tree clippings or plant*" in Section 18(d) (page 10, paragraph 6, line 22)
- 8.5. Insertion of the words "*electricity, telephone or television antenna as*" after the words "then temporary poles or wires for" in Section 18(d) (page 11, paragraph 1, midway through line 6)
- 8.6. Insertion of the words "*amend said restrictions. Such termination or amendment shall*" after the words "shall then terminate or" in Section 20 (page 13, paragraph 3, midway through line 9)

**9. Corrections to Declaration VI:**

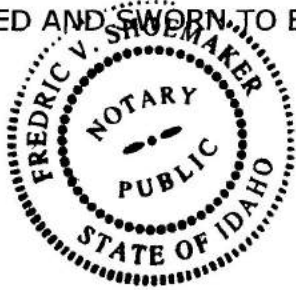
- 9.1. The word "*Grantor*" in the first paragraph of Page 2 should read "*Grantee*"
- 9.2. Insertion of the words "*design shall apply only to the exterior appearance of said*" in Section 3(f) (page 4, paragraph 7, line 13)
- 9.3. Insertion of the words "*excavations or shafts be permitted upon or in any lot. No*" in Section 9 (page 7, paragraph 2, line 4)
- 9.4. Insertion of the words "*no lumber, grass, shrub or tree clippings or plant*" in Section 18(d) (page 10, paragraph 6, line 22)
- 9.5. Insertion of the words "*electricity, telephone or television antenna as*" after the words "then temporary poles or wires for" in Section 18(d) (page 11, paragraph 1, midway through line 6)
- 9.6. Insertion of the words "*amend said restrictions. Such termination or amendment shall*" after the words "shall then terminate or" in Section 20 (page 13, paragraph 3, midway through line 9)

**10.** All other provisions of the Declaration Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions II, IV, V and VI, along with the corrections identified herein, shall continue in full force and effect.

Further your Affiant sayeth naught.

  
Russell A. Mendenhall

SUBSCRIBED AND SWORN TO BEFORE ME this 23 day of October, 2009.



*[Handwritten Signature]*

NOTARY PUBLIC for Idaho  
Residing at Boise  
My Commission Expires: 1/26/2010

IN WITNESS WHEREOF, the undersigned, being the Affiant herein, has hereunto set his hand this 23 day of October, 2009.

**Shenandoah West Neighborhood Association, Inc.,**  
an Idaho non-profit corporation

**Shenandoah West Homeowners Association**

By Russell A. Mendenhall  
Russell A. Mendenhall  
Its: President

By Russell A. Mendenhall  
Russell A. Mendenhall  
Its: President

STATE OF IDAHO )  
                          ss.  
COUNTY OF ADA )

On this 23 day of October, 2009, before me, the undersigned, a notary public in and for said state, personally appeared RUSSELL A. MENDENHALL, known or identified to me to be the President of Shenandoah West Homeowners Association and Shenandoah West Neighborhood Association, Inc., an Idaho non-profit corporation, whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation and acknowledged that said corporation executed the same.

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



*[Handwritten Signature]*

NOTARY PUBLIC for Idaho  
Residing at Boise  
My Commission Expires: 1/26/2010



**FILED FOR RECORD AT THE REQUEST OF**  
**SHENANDOAH WEST NEIGHBORHOOD**  
**ASSOCIATION, INC.**  
P.O. BOX 45298  
BOISE, IDAHO 83711

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHENANDOAH WEST SUBDIVISION Nos. 1, 2, 3, 4, 5 and 6 ("Declaration") is made by Shenandoah West Neighborhood Association, Inc. ("Association") and shall become effective upon the filing of these Restrictions for record in the office of the Recorder of Ada County, Idaho.

**RECITALS**

1. Pursuant to the Deed and Conveyance of Covenant Rights recorded as Instrument No. 101047980 in the real property records of the Ada County Recorder Office on May 18, 2001, Sherwood West Development, Inc. ("Sherwood") did grant, bargain, sell, convey and transfer to Shenandoah West Neighborhood Association, Inc. aka Shenandoah West Property Owners Association, Inc. all powers, rights, title and interest of Sherwood in and to the Declaration of Covenants, Conditions and Restrictions for:
  - a. SHENANDOAH WEST SUBDIVISION NO. 1 recorded as Instrument No. 8135588;
  - b. SHENANDOAH WEST SUBDIVISION NO. 2 recorded as Instrument No. 8421334;
  - c. SHENANDOAH WEST SUBDIVISION NO. 3, being a re-plat of No. 2, recorded as Instrument No. 8564606;
  - d. SHENANDOAH WEST SUBDIVISION NO. 4 recorded as Instrument No. 8736887;
  - e. SHENANDOAH WEST SUBDIVISION NO. 5 recorded as Instrument No. 8955254; and
  - f. SHENANDOAH WEST SUBDIVISION NO. 6 recorded as Instrument No. 9032601.
2. The Owners within the Shenandoah West Subdivisions desire to amend and replace those above identified Declaration of Covenants, Conditions and Restrictions for the Shenandoah West Subdivisions 1, 2, 3, 4, 5 and 6 with this Declaration as set forth herein.



## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### SECTION 1 - GENERAL PROVISIONS

The Association, also referred to herein as "Grantor" hereby declares that there is to be established a general plan for the development, improvement, maintenance and protection of the real property embraced within the boundaries of the SHENANDOAH WEST SUBDIVISIONS 1, 2, 3, 4, 5 and 6 (the "Plat" or "Real Property"), and the Grantor does hereby establish the Declaration as set forth in the following Sections. The Declaration herein provided shall attach to and shall pass with the Real Property hereinbefore conveyed to the Grantee, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title or interest in and to said Real Property, whether acquired through voluntary act or through operation of law. Now, therefore, Grantor hereby declares that all of the Real Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Property and be binding on all parties having any right, title or interest in the described Real Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The term, "Grantor" shall refer to the Association, any person, association or entity to whom the rights of the Grantor, as set forth in this Declaration, shall be specifically transferred.

The term, "Grantee" shall refer to any person, association, or corporation who shall hereafter assert or claim any right, title, claim or interest in and to said Real Property, or any part and parcel thereof, whether as successors in title or otherwise, and where voluntary or by operation of law.

The Grantor hereby covenants for all of said Real Property and each Grantee by ratification of this Declaration, or by acceptance of a deed or contract for purchase therefore, whether it shall be so expressed in any such deed or other conveyance or agreement for conveyance is deemed to covenant and agree to comply with and abide by this Declaration and agrees for himself, his heirs, administrators, and assigns to be bound by each of these covenants, restrictions, reservations, and servitudes jointly, separately and severally.

Should the Grantee violate or attempt to violate any of the provisions of this Declaration, Grantor or any other person or persons owning any Real Property, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any provision set forth in this Declaration, either to prevent him or them from so doing, to mandate compliance, or to recover damages sustained by reason of such violation.

Should the Grantor employ counsel to enforce any provision in this Declaration, all costs incurred in such enforcement, including reasonable attorney fees, shall be paid by the owner of such lot or lots embraced within the Plat, and the Grantor shall have a lien upon such lot or lots to secure payment of all such accounts.

The breach of this Declaration, by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but this Declaration shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

No delay or omission on the part of the Grantor or the owners of Real Property to enforce any right, power, or remedy herein provided, in the event of any breach of this Declaration shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Grantor for or on account of a failure to bring any action on account of any breach of this Declaration, or for imposing any provision in this Declaration which may be unenforceable.

The provisions set forth in this Declaration are cumulative and all remedies provided herein for their breach are in addition to any rights and remedies provided by local or state laws and not in lieu thereof.

Invalidation of any provisions, sentence, or paragraph contained in this Declaration by judgment or court order shall in not affect or invalidate any of the other provisions, but the same shall be and remain in full force and effect.

Approval by a city or county governing board vested with the responsibility of reviewing planning and zoning having jurisdiction over these subdivisions, of an application made by any Grantee which is in conflict with any provision of this Declaration shall in not affect or invalidate this Declaration and this Declaration shall remain in full force and effect, and subject to enforcement and remedies for violation hereof.

## SECTION 2 - LAND CLASSIFICATION AND DEFINITIONS

- a. Lot: A lot shall be any plot or tract described in the above recorded plats which is designated for residential construction and shall exclude those portions of said plat which are common areas, city park parcels, and recreational parcels identified more particularly as:

1. Shenandoah West Subdivision #1:

- a. Lots 2 and 3, Block 4, which are reserved for recreational purposes, and which shall be maintained and owned by the Shenandoah West Tennis Court Association, or a successor entity, which shall construct tennis courts and related facilities on such property and shall provide memberships for a fee to residents of the Properties, or residents of the Properties and the general public, as the tennis court association shall direct. The membership of any lot in the properties shall not entitle such owner to membership in any such tennis court association nor entitle such owner to any rights to occupy these recreation parcels, except by an instrument signed by the grantor or the tennis court association providing such rights. The owner of the recreation parcels shall maintain such parcels in a clean and attractive manner, which requirement shall inure to the benefit of all owners of lots within the Properties.

- b. Lots 1 and 18, Block 4, which are reserved for common area for the Shiloh Homeowners Association. Inc.
2. Shenandoah West Subdivision #2:
  - a. Lots 15, Block 1 and Lot 7 Block 5, which are reserved for recreational purposes, and which shall be maintained and owned by Boise City. The owner of the recreational parcels shall maintain such parcels in a clean and attractive manner, which requirement shall inure to the benefit of all owners of lots within the Properties.
3. Shenandoah West Subdivision #4:
  - a. Lot 54, Block 4, which are reserved for recreational purposes, and which shall be maintained and owned by Boise City. The owner of the recreational parcels shall maintain such parcels in a clean and attractive manner, which requirement shall inure to the benefit of all owners of lots within the Properties.
4. No residential lot shall be divided into two or more building sites except as provided for in these Restrictions or with prior written permission of the Grantor.
  - b. Building Site: A building site shall consist of at least (1) one of the residential tracts or lots as platted on said plat, or (2) a parcel composed of one or more such residential tracts or lots or portions thereof, the depth and frontage of which parcel shall be similar to or exceed the depth and frontage of residential tracts on lots as platted in the same block or immediate vicinity.
  - c. Shenandoah West Subdivision No. 1: Duplex Lots: Lots 4, 5, 6, 7, and 8, Block 4, are designated for the construction of duplexes thereon. A duplex may be constructed on each of said lots, subject to front, rear, and side yard setbacks, except that the interior walls and boundaries of the dwellings constructed on each lot may touch.
  - d. Shenandoah West Subdivision No. 1: Townhouse lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28. Block 4 are designated for the construction of townhouses thereon. A single story townhouse may be constructed on each said lots. Subject to front, rear, and side yard setbacks, as set forth by city code and the conditional use permit issued on the plat.
  - e. Shenandoah West Subdivision No. 2: Patio Home Lots: Lots 21 through 41, Block 1, are designated for the construction of patio homes thereon. A patio home may be constructed on each said lots. Subject to front, rear, and side yard setbacks, as set forth by city code and the conditional use permit issued on the plat.
  - f. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, or townhouse unit, patio home, duplex units, which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- g. Shiloh Homeowners Association shall mean and refer to an association formed by owners of townhouses constructed on Shenandoah West Subdivision No. 1 Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28. Block 4.
- h.. Shenandoah West Homeowners Association Board of Directors (the "Board") shall mean and refer to the duly elected Board of Directors for the Shenandoah West Homeowners Association and the Board's designee as it may appoint from time to time.
- j. Properties: Shall mean and refer to that certain real property described herein filed with reference to lots and blocks in SHENANDOAH WEST SUBDIVISIONS Nos. 1, 2, 3, 4, 5 and 6.
- k. Single Family: An individual, doing his own cooking, and living upon the premises as a separate housekeeping unit, or a collection body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.
- l. Park – Shall mean and refer to the Boise City Park.

### SECTION 3 - BUILDING RESTRICTIONS

Except for SHENANDOAH WEST SUBDIVISION No. 5 Lot Fifty seven (57) Block One (1) all lots and improvements, except those parcels identified in Section 2(c) above, shall be used exclusively for single family residential living purposes and such uses as are customarily incidental thereto, unless otherwise specified on a recorded plat or in a supplemental declaration covering a lot within said Subdivisions:

- a. Except as provided in section 2, no lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests as customarily incidental to a residence designed and constructed in accordance with the provisions of these covenants relating to approval by the Board and containing a floor area of not less than approved by the Board. This provision is not intended to be exclusionary on those bases set forth in the Fair Housing Act and other applicable law.
- b. No structure or above-ground improvements shall be permitted on any lot which are detached or separated from the principal structure unless located within a reasonable compact area adjacent to the principal structure and unless designed as a single visual element connected or related visually with the principal structure by fencing or other architectural features and in accordance with other requirements of this Declaration.
- c. No dwelling or residential structure and no other structure or above-ground improvements shall rise more than two stories from the ground level unless approved by the Board.
- d. No house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any lot within said subdivisions.

- e. All residential building sites subject to this Declaration shall remain of the size and dimensions shown upon the recorded plat referenced herein, save and except where a change may be made in connection with the reservations relative to such change made in accordance with the provisions of this Declaration and the law thereunto appertaining.
- f. No house, garage, outbuildings, fence or other structure shall be built, erected, placed, materially altered or materially repaired including without limitation the altering repair of surface colors or textures on any lot in the unit or subdivisions unless and until the building plan specifications and plot plan have been reviewed in advance by the Board and the same has been approved conditionally or otherwise. Said review and approval shall include without being restricted, topography, finish ground elevations, landscaping, drainage, color, material design, artistic conformity to the terrain and other residences in the area, and architectural symmetry. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of said improvements. It shall not be the intent of this Declaration to control the interior layout or design of said structures.
- g. No building or structure shall be moved onto said real property from any land outside said plat except a new prefabricated structure of a type and design approved by the Board.
- h. Unless otherwise specifically approved in writing by the Board, hereinafter provided for, no dwelling house or garage or any part thereof or any other structure, (exclusive of fences and similar structures) shall be placed nearer than twenty (20) feet to the front or fifteen (15) feet to the rear of the building site on which it is located. No building foundation or wall shall be erected nearer than five (5) feet to any side lot line, and upon corner lots all buildings shall be at least fifteen (15) feet from the side street line; this provision shall also apply to garages or other buildings located on the rear quarter of any lot. For the purpose of this covenant, eaves, sewer, steps, chimneys, gutters, bays and open porches shall not be considered as a part of the building, PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a building or any site to encroach upon any other site. Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house. The side yard setback requirements shall not apply to the interior and abutting walls of duplexes constructed or to be constructed on SHENANDOAH WEST SUBDIVISION No. 1 Lots 4, 5, 6, 7, and 8, Block 4, and all front, rear and side yard setback requirements shall not apply to the townhouses constructed or to be constructed by Grantor on SHENANDOAH WEST SUBDIVISION No. 1 lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4 nor to the patio homes on SHENANDOAH WEST SUBDIVISION No. 2 lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, Block 1.
- i. All buildings shall be of frame, stone, brick, concrete or block construction and, if other than brick or stone, shall be finished and painted and kept in good repair, and said property shall be used in such manner as to be inoffensive to any other Owners.
- j. Roofing material must be cedar shakes, tile, composite concrete, architectural grade asphalt shingles (minimum 30 year life), PABCO weathered wood architectural shingles, or other material substantially similar and approved in advance by the Board.

- k. Each and every Grantee who owns a lot in SHENANDOAH WEST SUBDIVISION Nos. 1, 2, 3, 4, 5 and 6 agrees to be bound by all articles, rules, by-laws, regulations and assessments that any existing or future Shenandoah West Homeowners Association having jurisdiction over these dwelling sites may establish.
- l. Each and every Grantee who owns a townhouse unit constructed or to be constructed on SHENANDOAH WEST SUBDIVISION No. 1 Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4, agrees to be bound by all articles, rules, by-laws, regulations and assessments that any existing or future Shenandoah West Homeowners Association and Shiloh West Homeowners Association having jurisdiction over these dwelling sites may establish.
- m. SHENANDOAH WEST SUBDIVISION No. 6 Lot Fifty seven (57), Block One (1) is currently occupied by the Settlers Irrigation District Canal and its use and maintenance are regulated by an agreement between the Grantor, Boise City and the Settlers Irrigation District.

#### SECTION 4 - APPROVAL OF PLANS

The Board shall appoint an Architectural Review Committee ("Committee") to review plans of all buildings and fences to be erected to any building site embraced in the Plat. All such plans shall be submitted to the Committee, which shall exercise all rights granted by the Board. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location on the particular building site shall be submitted to the Committee before any construction or alteration is started. Such construction, alteration or improvement shall not be commenced until written approval is given by the Committee.

No plan shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two members of the Committee, provided that approval shall be deemed given if the Committee fails to approve or disapprove a proposed change or to make additional requirements or request additional information within forty-five (45) days after a full and complete description of the proposed change has been furnished in writing to the Committee with a written and specific request for approval.

Grantee agrees that the actions of the Committee shall be wholly discretionary and shall be binding upon Grantee whether exercised or not.

As to all improvements, constructions and alterations upon any building site, the Committee shall have the right to refuse improvements, construction or alterations, which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing upon such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or other structure, 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. The Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or other structure or alterations therein as planned when viewed from the adjacent or neighboring property, effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors,

which, in the Committee's opinion, shall affect the desirability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as approved.

The Board of Directors will have the responsibility to appoint and oversee the members of the Committee. The Committee will consist of at least five voting members from the Grantees within the Shenandoah West Homeowners Association that are current in their association dues. The Committee can consist of any number of members of the Board of Directors. It is expected that the Committee can approve changes with a majority of voting members of the Committee. The Committee is responsible to respond to all requests in a timely manner and monitor any changes to ensure consistency with those changes that it has approved. The cessation of the Committee shall not alter or eliminate the rights of any Grantee to enforce this Declaration and the provisions hereof which shall continue to assure harmony among and between the residential dwellings in the Properties. The Committee will have responsibility for all property within Shenandoah West Subdivisions Nos. 1, 2, 3, 4, 5, 6 including those properties within the Shiloh Homeowners Association on Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 4 Shenandoah West Subdivisions No. 1.

Grantee specifically agrees with Grantor that such Committee, its members, and the Grantor shall incur no liability for any omission or act by any of said above-named parties under section 4 of these Restrictions.

The Grantor and the Committee shall endeavor to consider each request for a variance in an impartial and just manner regardless of race, color, religion, sex, handicap, familial status or national origin.

Grantor reserves the right to construct residences and other improvements upon any residential lot building site in said subdivisions, and to offer said lots, together with the completed residence and structures thereon, for sale to individual grantees.

#### SECTION 5 - 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 6 - PROSECUTION OF CONSTRUCTION WORK

The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, yard turfing and landscaping, within 8 months from the date of commencement of construction unless prevented by causes beyond the control of the Grantee and only for such time that such cause continues.

#### SECTION 7 - WELLS AND WATER SYSTEMS

Each lot and dwelling unit(s) thereon shall be connected to the Boise Water Corporation municipal water provided for and installed in said subdivisions. Grantee shall be responsible for

the hook-up fees, cost charges and assessments and Grantor may recover funds advanced, if any, to obtain preliminary construction.

### SECTION 8 - IRRIGATION

Irrigation water from existing surface water rights to the properties is not provided and Grantor assumes no responsibility for providing water for irrigation or lawn sprinkling except through the domestic water system installed as provided in Section 7. The Grantor has complied with the requirements of Idaho Code Section 31-3805, Subsection 1, regarding the transfer of irrigation water rights from the Grantors property rights recorded as:

Subdivision 2: 8419902 in records of Ada County.

Subdivision 4: 8669020 in records of Ada County.

Subdivision 5: 8952393 in records of Ada County.

Subdivision 6: 9023947 in records of Ada County.

Grantees are advised that water deliveries have not been provided; Grantees will remain subject to all assessments levied by the Nampa and Meridian Irrigation District; Grantees, as purchasers of lots, shall be responsible to pay all legal assessments; the assessments are liens on the land within the Nampa and Meridian Irrigation District and Grantees may, at a future date, petition the Nampa and Meridian Irrigation District for exclusion from the district.

### SECTION 9 - OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lots, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or any other reasons shall be erected, maintained or permitted upon any lot.

### SECTION 10 - BATHROOM, SINK AND TOILET CONVENIENCES

All bathroom, sink, and toilet facilities shall be connected by underground pipes with the collection system lines of the Boise City Municipal Sewer System, its successors or assigns, or such other corporation, association or company which may be legally qualified to operate and maintain such sewage collection system lines.

### SECTION 11 - SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any residential lot or parcel in said subdivisions. All sewage disposal shall be through an underground collection system approved by and constructed to the standards of state and local health authorities. Sewage effluent shall be collected from the Subdivisions by the Boise City Municipal Sewer System, the hook-up fees, costs, charges and assessments for which shall be the responsibility of Grantee, and Grantor may recover funds advanced, if any, to obtain preliminary construction.



## SECTION 12 - REFUSE DISPOSAL, STORAGE OF MATERIALS

No machinery, vehicles, appliance or structure or unsightly material may be stored upon the real property, nor shall trash, garbage, ashes or other refuse be thrown in, dumped, burned or otherwise disposed of upon the real property. No building material of any kind shall be placed or stored upon a building site until the Grantee is ready to and able to commence construction, and then such materials shall be placed within the property line of the building site upon which structure is to be erected. The Grantor shall have the right to enter upon any vacant building site for the purposes of burning or removing weeds, brush, growth or refuse at the expense of the Grantee.

## SECTION 13 - FENCES AND HEDGES

No fence, hedge or boundary wall situated upon a building site shall be constructed except upon approval of the Committee as provided in this Declaration. Chain-link fences are hereby prohibited on any residential parcel, except where required by the Grantor or a public agency to secure utility sites, irrigation or drainage facilities or other public use as deemed necessary, or when required to secure and screen the recreation facilities to be erected on SHENANDOAH WEST SUBDIVISION No. 1 Lots 2 and 3, Block 4. All other fences shall be subject to the following criteria:

- a. Design: subject to dimensional and location criteria which follow, all fences which are placed on any residential parcel shall be of "picket, dog eared or grape-stake" construction except that any fences in front yard areas and on all lot lines common to or within Twenty (20) feet of THE PARK shall be either open rail or wrought iron fences less than or equal to 4 feet in height, measured from the top rail with no posts exceeding 4 1/2 feet, or if the fence is solid in appearance such as "picket, dog-eared or grape stake" shall be less than 3 feet in height measured from the highest point. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences.
- b. Height and Location: No fence or hedge situated anywhere upon any building site shall have a height greater than six (6) feet or such other heights as the Committee may specify, above the finished graded surface of the ground upon which such fence or hedge is situated. No fence or hedge, with an elevation above three (3) feet as measured on the top rail shall be permitted in front of building setback requirements or the front of the dwelling structure or within twenty (20) feet of the park, whichever is greater, without the prior special written consent of the Committee.
- c. Sight Obstruction: No fence, hedge or shrub planting which obstructs sight lines at elevations between three (3) and eight (8) feet 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 twenty-five (25) 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 (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such

distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

- d. Spite Fences: The construction or maintenance of a spite fence, spite tree or spite hedge shall be prohibited upon any building site. The determination by the Grantor that any wall, fence, hedge, or tree falls within the latter category shall be conclusive upon all parties.

#### SECTION 14 - NOXIOUS USE OF PROPERTY

No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any trade or business or professional activities, and no noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. The Grantor shall have the unqualified right to determine whether any such act or activity is noxious or undesirable and such determination shall be binding upon all parties including Grantee and his successors in interest.

#### SECTION 15 - BILLBOARDS, SIGNS

No signs or billboards of any kind or for any use shall be erected, painted or displayed upon any of the real property. The names of resident owners of building sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Committee. The Grantor reserves the right to display signs during the period the Grantor or his authorized agent is selling building sites.

#### SECTION 16 - RESTRICTIONS AGAINST USE DETRIMENTAL TO NEIGHBORHOOD

No part of any building site shall be used or occupied, as a residence or other, so as to have any injurious effect upon the use, occupancy or value of any adjacent premises for the usual and customary residence purpose as established by the manner of use in the general area or neighborhood. As to whether any use or occupancy violates the provisions of this Declaration, Grantor and Committee, in their sole discretion, may make such determination based upon any reason, aesthetic or otherwise, including failure to maintain the premises, that any activity or use violates this provision. This covenant shall attach to and pass with all property in said plats and be binding upon all persons who may from time to time own or claim any right, title or interest in and to any said property.

#### SECTION 17 - EASEMENTS

- a. In SHENANDOAH WEST SUBDIVISION No. 1 easements to permit the doing of every act necessary and proper to the playing of tennis on the tennis courts adjacent to the lots which are subject to these restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of tennis balls from such lots, the flight of tennis balls over and upon such lots, the use of necessary and usual equipment upon such tennis courts, the usual and common noise level created by the playing of the game of tennis, together with all the other common and usual activity associated with the game of tennis and with all the normal and usual activities associated with the operation of a tennis club.

- b. Telephone and Electric service: All lots shall be served by underground electrical and telephone lines. The services shall be installed in road or easement right of way as platted. Each Grantee agrees at his sole expense to pay for costs and hook on charges as established by the Idaho Power Company for the underground sewer service facilities and to Mountain states Telephone and Telegraph Company, or their successors, for telephone facilities, as a condition precedent to connecting thereto. Grantor shall not be liable for the cost thereof but may recover funds advanced, if any, to obtain preliminary installation.
- c. The Grantor reserves such easements as shown and noted on said plat for the purpose of constructing water mains, drainage ponds, drainage ditches, electric distribution lines, sewer lines, gas pipelines and such other public utilities as shall be necessary, convenient and desirable for the Grantees and owners of said lots and parcels henceforth.
- d. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements.
- e. An easement is hereby granted to the Idaho Power and Mountain States Telephone Company, a corporation, its licensees, successors and assigns, a permanent and perpetual easement and right of way, sufficient in width to install and maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter described, at all reasonable times, to construct, maintain and repair underground power lines, through, under and across said land, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers, shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines on and across the following premises, belonging to the said owner in Ada County, State of Idaho in the following location, to-wit:
  - a. In SHENANDOAH WEST SUBDIVISION NO. 1, Ada County, Idaho, a strip of land running from the street right of way or utility easements as shown on the plat to a point or points on said boundary line which are directly opposite from the electrical service entrance facilities on the building constructed on the building sites on each side of the boundary line; thence, strips of land each ten (10) feet wide, one on each building site running directly from said point or points on the boundary line to the correspondingly opposite electrical service entrance facilities on the buildings constructed on said building sites. The actual building site may be a lot as shown on SHENANDOAH WEST SUBDIVISION NO. 1 plat or a combination of portions of lots intended to comprise a building site.
  - b. In SHENANDOAH WEST NO. 2, 4, 5, 6 SUBDIVISIONS, Ada County, Idaho, a strip of land running from the street right of way or utility easements as shown on the plat to a point or points on said boundary line which are directly opposite from the electrical service entrance facilities on the building constructed on the building

sites on each side of the boundary line; thence, strips of land each FIVE (5) feet wide, one on each building site running directly from said point or points on the boundary line to the correspondingly opposite electrical service entrance facilities on the buildings constructed on said building sites. The actual building site may be a lot as shown on SHENANDOAH WEST SUBDIVISION Nos. 2, 4, 5, 6 plats or a combination of portions of lots intended to comprise a building site.

The electrical system generally will consist of buried power wires, transformers, junction boxes and other equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent premises.

#### SECTION 18 - GENERAL COVENANTS

- a. **Occupancy Limitations:** No dwelling or residence on any Lot or other Property area created under any Supplemental Declaration shall be used for living purposes by more persons than it was designed to accommodate comfortably.
- b. **Maintenance of Property:** All property within the Subdivisions and all improvements on any such property shall be kept and maintained by the Owner thereof in clean, safe, attractive, and sightly condition and in good repair.
- c. **No Hazardous Activities:** No activities shall be conducted on any property within the Subdivisions and no improvements construction on any such property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon such property; and no open fires shall be lighted or permitted on such property except in a self-contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.
- d. **No Unsightliness:** No unsightliness shall be permitted on any property within the Subdivisions without limiting the generality of the foregoing, all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view. Screened from view shall mean that nothing is visible above a fence line as viewed from the street, sidewalk or any neighboring properties at nominal grade ground level by a person of six feet or less. Trailers, recreational vehicles, trucks, boats, campers, externally visible Radio and T.V. antennas, T.V. dishes, garden or maintenance equipment, or vehicles, other than automobiles, shall be kept at all times except when in actual use, in an enclosed structure or screened from view. Externally visible video antennas, TV antennas, and wireless cable antennas shall be screened from view unless such screening prohibits an acceptable quality reception or imposes an unreasonable expense or delay of installation. Direct-to-home satellite dishes that are less than one meter (39.37") in diameter or smaller shall be permitted. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view of adjacent dwellings and streets. Refuse, garbage, and trash containers should be set out no sooner than the day before pickup and should be removed on the day of pickup. Service areas, storage piles, compost piles and facilities for

hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antenna and other facilities for the transmission or reception of audio or visual signals and gas, oil, water or other tanks, shall be screened from view or located below the surface of the ground; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any such property. Notwithstanding the foregoing, if at any time of the occupancy of any approved structure, connections to a nearby underground electricity line, telephone line, or television cable is not available, then temporary poles or wires for electricity, telephone or television antenna, as the case may be, may be installed to a reasonable necessary height provided that they shall be promptly removed at the expense of the owner after the availability of connections to nearby underground lines or cables, and, at any time, a television antenna to receive a signal from a booster or translator, no larger or more conspicuous than is necessary, may be installed, but if possible shall be installed in the attic or garage.

No working or commercial trucks, vans, recreational vehicle, trailer, ATV, or boat, shall regularly or as a matter of practice be parked upon any building site nor on the street adjacent thereto, unless properly garaged, or unless stored in the back yard screened from view from the adjacent public right of way.

- e. No outbuilding, recreation vehicle, trailer, boat, camper, pet pen, or any other unsightly object shall be built, stored or parked within twenty (20) feet of the park.
- f. No Annoying Lights, Sounds, or Odors: No light shall be emitted from any property within the Subdivisions which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any property which is unreasonably loud or annoying and no odor shall be emitted on any property which is noxious or offensive to others.
- g. Restrictions on Animals: No animals, birds, insects or livestock shall be kept on any property within the subdivisions except domesticated dogs, cats or other common household pets which do not reasonably bother or constitute a nuisance to others and on such portions of roads and other public ways or easements as may be designed or permitted for such use from time to time by Grantor. No dogs or cats in excess of three in total shall be kept by any residential household within said Subdivisions and no animals of any kind shall be bred or kept for commercial purposes. All dogs must be leashed when not restricted on the Property where it regularly resides.
- h. Restrictions on Signs: No signs or advertising devices of any nature shall be erected or maintained on any property within the subdivisions except as necessary to identify the ownership of such property and its address; or to show such property is for sale or for rent; or as may be necessary or desirable to give direction, advice or rules and regulations or caution or warn of danger; and such signs as may be otherwise required by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on such property only with the prior written approval of the Committee, which approval shall be given only if such signs shall be of attractive design in keeping with the scenic and rustic nature of such 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. Nothing herein shall prohibit Grantor from using signs to advertise the development and construction of the Properties.

- i. Other Restrictions for Additional Areas: Grantor, by any Supplemental Declaration, may impose other restrictions or alter these restrictions as to the property within the Subdivisions.
- j. Construction Period Exception: During the course of actual construction of any permitted structures or improvements, the restrictions contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and provided that, during the course of such construction, nothing is done which will result in a violation of these restrictions upon completion of construction.

SECTION 19 - REQUIRED APPROVAL OF ALL CHANGES  
OF DESIGNATION WITHIN THE SUBDIVISIONS

- a. Criteria for Approval: The Grantor shall have complete discretion to approve or disapprove any change in the existing state of property within the Subdivisions, but shall exercise such discretion with the following objectives in mind among others: To carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any Supplemental Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any changes will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions.
- b. Conditions Precedent to Approval: Prior to expenditures of any substantial time or funds in planning of any proposed change in the existing state of property within the Subdivisions, the owner of such property, other than Grantor, shall advise the committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss, the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed change in existing state of such property is determined and prior to the commencement of work to accomplish such change, and Committee shall be furnished in duplicate, by such property owner, other than Grantor, with a complete and full description of the proposed change in writing and with a plot plan covering the particular lot, or other property, drawn to such scale as may be reasonable by the Committee. No proposed change in the existing state of property shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least

three members of the Committee, providing that approval shall be deemed given if the Committee fails to approve or disapprove a proposed change or to make additional requirements or request additional information within forty-five (45) days after a full and complete description of the proposed change has been furnished in writing to the committee with a written and specific request for approval.

- c. **Prosecution of Work After Approval:** After approval by the committee of any proposed change of designation of property within the Subdivisions, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications therefore given to the Committee. Failure to accomplish the change within the six months after the date of approval (subject to strikes and acts of God) or to complete the proposed change strictly in accordance with the description thereof and plans and specifications therefore shall operate to automatically revoke the approval of the proposed change and, upon demand by the Committee, such property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon such property at any reasonable time or times to inspect the progress or status changes in the existing state of such property being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of property has not been approved or that any approval given has been automatically revoked.

#### SECTION 20 – AMENDMENT

- a. By Grantor. The duly elected Board of Directors of Grantor may amend these Restrictions at any time for the sole purpose of complying with city, county, state and federal law. Notice of such amendment shall be provided to each Real Property owner before or after the amendment becomes effective.
- b. By Owners. Amendment to this Declaration shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of the Real Property owners representing more than two-thirds (2/3) of the total Real Property owners entitled to vote on such amendment. Such amendment shall be effective upon its filing of record with the Ada County Recorder's Office.
- c. Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Real Property owners and their respective Real Properties notwithstanding that such Real Property owners may not have voted for or consented to such amendment. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Real Property but shall not unreasonably interfere with the allowed uses of such Real Property that existed prior to the said amendment.

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SECTION 21 - RESERVED EASEMENTS

The Grantor for itself, its licensees and assigns, does hereby reserve all right, title and interest in, and full power to vacate and relocate by instrument filed of record in platted land in Grantor's name, a right-of-way and easement for installation, maintenance and operation of utilities of any type and drainage and all incidences and appurtenances thereof, over, on and across the above-described real property as shown on the plat or reserved in any deed of Grantor, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement 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 the electrical, telephone, or other utility system. Grantor further reserves to itself, its licensees, successors and assigns, the right and power, to locate new, or to vacate and relocate any existing street or easement herein platted, as long as the Grantor owns each of the parcels which are adjacent to such street or easement and provides an adequate roadway in place of any vacated as may be required for ingress or egress by adjacent lot. Provided, nevertheless, vacations and relocations of easements, rights-of-way and streets allowed hereunder shall be made in accordance with the minimum standards of the State of Idaho, Ada County, Idaho laws, ordinances and regulations thereunder in relation to platting in effect at the time of the construction of improvements. and shall be effected only by instrument duly filed of record in said Ada County. The Grantee waives any right which he may have by statute or otherwise to object to any vacancies, relocations, vacations and dedication effected by Grantor in accordance with the provisions of this Section.

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, upon obtaining the written consent of more than two-thirds of the lot owners in fee simple of each of the above-referenced sub-divisions;

**NOW, THEREFORE**, the prior and existing Covenants, Conditions and Restrictions of record for each of the above-referenced subdivisions are hereby superseded and replaced in whole by this amended and restated DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHENANDOAH WEST SUBDIVISION Nos. 1, 2, 3, 4, 5 and 6, which shall be the sole and exclusive Covenants, Conditions and Restrictions encumbering the above-referenced subdivisions.

Records of the votes cast by the lot owners and tallies taken by the Shenandoah West Neighborhood Association, Inc., are available for inspection and review at the offices of the Shenandoah West Neighborhood Association, Inc., P.O. Box 45298, Boise, Idaho 83711.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30 day of December, 2009.

SHENANDOAH WEST NEIGHBORHOOD ASSOCIATION, INC.

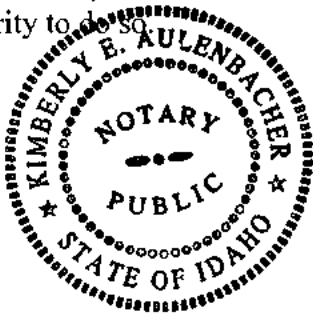
By:

Michael Hachigian  
Michael Hachigian, Secretary

Russell A. Mendenhall  
Russell A. Mendenhall, President

State of Idaho )  
 ) ss.  
County of Ada )

ON THIS 30th DAY OF December, 2009, before me personally appeared Russell A. Mendenhall and Michael Hachigian, known by me or shown to me to be the President and Secretary, respectively, of Shenandoah West Neighborhood Association, Inc., and who each acknowledged to me under oath and executed the foregoing document as their free and voluntary act and deed, for the uses and purposes stated therein, on behalf of said corporation with full authority to do so.



Kimberly E. Kulembacher  
Notary Public for Idaho  
Residing at Star, ID  
My Commission Expires: 6-22-2012

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Fredric V. Shoemaker  
Parsons Behle & Latimer  
800 W. Main Street, Suite 1300  
Boise, ID 83702  
(208) 562-4900

**SECOND CORRECTION AFFIDAVIT, SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AND VOTING CERTIFICATION FOR**

**Shenandoah West Subdivisions I, II, III, IV, V and VI**

STATE OF IDAHO )

ss.

COUNTY OF ADA )

This Second Correction Affidavit and Supplemental Declaration of Covenants, Conditions and Restrictions and Voting Certification for Shenandoah West Subdivisions IV, V and VI ("Second Correction Affidavit") is made and declared effective on its recording with the office of the Recorder of Ada County, Idaho:

1. I, Bradley Backstrom, have received the below and referenced documents and have personal knowledge of the facts set forth below and believe them to be true and correct.
2. I am the President of Shenandoah West Neighborhood Association, Inc., an Idaho non-profit corporation, a/k/a Shenandoah West Property Owners Association, Inc., which is the entity authorized to execute this Second Correction Affidavit and make the statements and perform the actions described herein.
3. The Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions IV, V and VI and the Correction Affidavit and Supplemental Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 109120575 on October 23, 2017, ("First Correction Affidavit") each contain typographical and/or clerical errors ("errors").
4. This Second Correction Affidavit shall correct apparent errors and assure conformance and consistency among the Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions I, II, III, IV, V and VI, and the Replacement Declaration (defined below). Notwithstanding the superseding nature of the Replacement Declaration, the Association desires to correct any errors or inconsistencies in previously-recorded documents and this Second Correction Affidavit addresses those issues in documents that have actually been superseded.

5. The Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions IV, V and VI were each recorded in the records of Ada County, Idaho, as follows:

- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. IV Subdivision was recorded on June 25, 1987, as Instrument No. 8737521 ("Declaration IV")
- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. V Subdivision was recorded on November 1, 1989, as Instrument No. 8955256 ("Declaration V")
- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. VI Subdivision was recorded on June 20, 1990, as Instrument No. 9032601 ("Declaration VI")

**6. Corrections to Declaration IV:**

6.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

**7. Corrections to Declaration IV:**

7.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page

numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

**8. Corrections to Declaration V:**

8.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

**9. Corrections to Declaration VI:**

9.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

**10.** These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by

volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

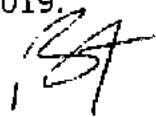
11. The Declaration of Covenants, Conditions and Restrictions for the Shenandoah West Subdivision Nos. I, II, III, IV, V AND VI ("Replacement Declaration") was recorded as Instrument No. 109144234, on December 30, 2009, records of Ada County, Idaho, and replaced and superseded all prior Declarations and the First Correction Affidavit.

12. This Second Correction Affidavit corrects certain apparent errors in the Declarations for Subdivision Nos. IV, V and VI as provided in Sections 6, 7 and 8 hereof.

13. Additionally, the undersigned, Bradley Backstrom, does hereby certify that, based upon his inspection of the records of the Association, that the votes cast by lot owners voting on the Replacement Declaration, establish that said Replacement Declaration was approved by no less than seventy-six percent (76%) of the lot owners in each phase for a total of two hundred twenty-six (226) votes "yes" and ten (10) votes "no". Records of the votes cast by the lot owners and tallies taken by the Association are available for inspection and review at the office of the Association, P. O. Box 45298, Boise, Idaho 83711.

Further your Affiant sayeth naught.

IN WITNESS WHEREOF, the undersigned, being the Affiant herein, has hereunto set his hand this 30<sup>th</sup> day of December, 2019.



Bradley Backstrom

SUBSCRIBED AND SWORN TO BEFORE ME this 30<sup>th</sup> day of December, 2019.



NOTARY PUBLIC for Idaho

Residing at Boise, Idaho

My Commission Expires: 5-31-2024

My Commission No.: 34086

**Shenandoah West Neighborhood Association, Inc.,**

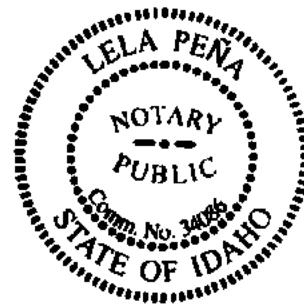
an Idaho non-profit corporation



By \_\_\_\_\_

Bradley Backstrom

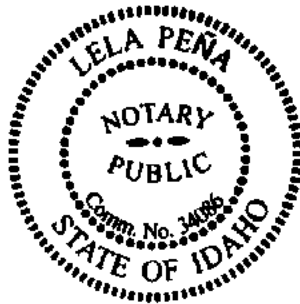
Its: President



STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this 30<sup>th</sup> day of December, 2019, before me, the undersigned, a notary public in and for said state, personally appeared BRADLEY BACKSTROM, known or identified to me to be the President of the Shenandoah West Neighborhood Association, Inc., an Idaho non-profit corporation, whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation and acknowledged that said corporation executed the same.

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



Lela Peña  
NOTARY PUBLIC for Idaho  
Residing at Boise  
My Commission Expires: 5-31-2024  
My Commission No.: 34086