

PM45400
INSTRUMENT NO. 9729615

8
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEST VALLEY SUBDIVISION NO. I

KNOWN TO ALL MEN BY THESE PRESENTS: That J & B Farms, an Idaho Partnership, 912 12th Avenue South - Suite A, Nampa, Idaho, 83651, as Grantor, does hereby certify and declare that it is the owner of the following described real property situated in Canyon County, Idaho, to-wit:

All of West Valley Subdivision No. I, Caldwell, Idaho, Canyon County,
Idaho, according to the plat filed in Book 24
at Page 31, records of said county.

PROPERTY USE AND RESTRICTIONS: All of the above described real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any number or designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance the grantee or grantees and their heirs, executors, administrators, successors and assigns covenant with the undersigned, its successors and assigns and with each other as to the property above described the following:

SECTION 1. LAND USE AND BUILDING TYPE: All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof, or any structure placed thereon shall not be used for commercial purposes, but the uses of said lots shall be limited to buildings used solely for residential purposes. By residential buildings it is meant a structure completely under one roof for the use of not more than one family and not to exceed two stories in height, but at least one story in height.

SECTION 2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans specifications, paint color, and plot plan showing the location of such building have been approved in writing, as to the conformity and harmony of external design with the existing structures in the subdivision and as to location of the building with respect to topography, finish grade elevations, and minimum building set back lines by the Architectural Control Committee.

a. **Architectural Control Committee.** The Architectural Control committee is composed of HARMON JOHNSON, ELIZABETH JOHNSON, 912 12th Avenue South Suite A, Nampa, Idaho, 83651, and DON BRANDT, 203 11th Avenue South, Nampa, Idaho, 83651.

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST VALLEY SUBDIVISION - NO. I Page 1

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this declaration. At any time, the then record owners of four-fifths (4/5) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. It is the intention of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

b. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. DWELLING SIZE: No dwelling shall be permitted on any lot with a ground floor area of the main structure exclusive of one-story open porches and garages of less than nine hundred twenty (920) square feet. Each building site shall have a garage capable of providing shelter for at least two (2) automobiles. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back lines unless approved by the Architectural Control Committee.

SECTION 4. BUILDING LOCATION:

a. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line and must be in compliance with City of Caldwell setback requirements. If there is a conflict, the city of Caldwell setback requirements will prevail.

b. No building shall be located nearer than five (5) feet to any interior side lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear line.

c. *For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.*

SECTION 5. EASEMENTS: Easements for installation and maintenance of sewer, water, irrigation and utilities and drainage facilities are reserved as shown on the recorded plat. 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 drainage channels in the easements, or which may obstruct or

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST VALLEY SUBDIVISION - NO. 1. Page 2

retard the flow of water through channels in the easements. The easements are 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.

SECTION 6. BUILDING MATERIALS: All buildings erected within this subdivision shall be stone, brick, frame, concrete, vinyl or pumice block construction and, if other than brick or stone are used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

SECTION 7. WORK PROSECUTION: The construction of all dwellings and outbuildings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including interior painting, within six (6) months after the date of commencement unless such completion is prevented by causes beyond the control of the grantee, provided, however, a diligent effort is exerted by the grantee.

SECTION 8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently.

SECTION 9. MOVED BUILDINGS: No building shall be moved onto any building site unless specific permission and approval of plans, specifications and location is obtained in writing from the Architectural Control Committee.

SECTION 10. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood.

SECTION 11. BILLBOARDS-SIGNS: No sign of any kind shall be displayed to the public view on any residential building site except on a sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by builder of the development to advertise the property during the construction and sales period, and a name of resident sign, not exceeding one (11) square foot, which must be attached to the structure.

SECTION 12. ANIMALS: No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they in no way constitute a nuisance, nor shall any such household pets be kept, bred, or maintained for any commercial purposes. The total number of domestic animals shall not exceed two (2).

SECTION 13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST VALLEY SUBDIVISION - NO. I. Page 3

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 to any lot within ten (10) feet from the intersection or a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 14. FENCE, HEDGE, OR WALLS: No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated. No fence, hedge or wall situated upon any lot between the building line and line of the street fronting on said lot shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated, unless the written permission of the Architectural Control Committee or it's representative is first obtained. Only privacy fencing shall be used.

SECTION 15. OIL AND MINING OPERATIONS. No oil drilling or oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, 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 16. EXCAVATION AND DEFACING: No excavation for stone, sand, gravel, earth, or minerals shall be made upon the building site unless such excavation is necessary in connection with the erection of any improved structure thereon.

SECTION 17. REFUSE AND DUMPING: No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish, abandoned automobile bodies, trash, garage, or other waste material. Incinerators used for disposal. If permitted and other receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles and appliances shall be kept on any of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period shall be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. No machinery, building, equipment, or material shall be stored upon a site until the grantee is ready and able to commence the construction with respect to such building upon which such building material will be used, then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST VALLEY SUBDIVISION - NO. I. Page 4

SECTION 18. DOMESTIC WATER: Grantor will install all domestic water lines and connections to the property line. Upon acceptance of the construction of the Caldwell City Engineer, the water lines will be turned over to the City of Caldwell and become a part of its total system. Domestic water will be provided by the City of Caldwell or agency responsible.

SECTION 19. SEWAGE DISPOSAL FACILITIES: All bathroom, sink, and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected to the sewer system provided for by the City of Caldwell or agency responsible.

SECTION 20. SIDEWALKS: The grantor shall provide standard concrete sidewalks four (4) or five (5) feet in width adjacent to the back of the curbs of the street in this subdivision according to the requirements of the City of Caldwell. The grantee and his builder will be held responsible for any and all breakage of these sidewalks which occur after placement by the grantor.

SECTION 21. TERM: These covenants shall run with the land described herein and shall be binding upon the parties thereto and all successors in title or interest to said real property or any part thereof for a period of twenty-five (25) years from the date of the recording hereof, after which time such covenants shall automatically be extended for a succeeding period of ten (10) year, unless an instrument signed by the majority of the owners of said tracts has been recorded agreeing to change said covenants. These covenants may be amended by a vote of four-fifths (4/5) of the lot owners. The amendments must be in writing and have four-fifths (4/5) of the lot owners signatures affixed thereto. Said amendments must comply with all the ruling bodies including, but not limited to, the Caldwell Planning and Zoning Commission. It is the intent of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

SECTION 22. VIOLATION: That the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any persons owning any other lot in said subdivision development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and whether to prevent him or them from doing so or to recover damages or other relief from such violation.

Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST VALLEY SUBDIVISION - NO. I. Page 5

SECTION 23. HOMEOWNERS' ASSOCIATION:

a. Membership: Every Owner of a lot which is subject to assessment shall be a member of the Homeowners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or lots in the subdivision.

b. Voting Rights: The Homeowners' Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Fractional votes shall not be allowed. The vote applicable to any said lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each lot owned.

c. Assessments:

1. *Creation of the Lien and Personal Obligation of Assessments*: Each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association:

- (a) Regular annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments to be established and collected as hereinafter provided.

The regular annual and special assessments, together with interest, costs of collection and reasonable attorney fees incurred in collection, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the lot until paid.

2. *Purpose of Assessments*: The assessments levied by the Homeowners' Association shall be used exclusively to promote the appearance of the subdivision, including improvement and maintenance of any berms constructed by Declarant along and /or adjacent to the perimeter of the subdivision and the roads serving the property; and the payment of taxes and insurance on all or any part of said properties, improvements and maintenance of the Common Area.

3. *Annual Assessments*: The annual assessment shall be fifty dollars (\$50.00) per lot per year, billed and payable on an annual basis. The first year assessment will be prorated for the current year and collected as of the date of closing. The annual assessment may be

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST VALLEY SUBDIVISION - NO. 1. Page 6

increased at any time by the affirmative vote of four-fifths (4/5) of the lot owners. The annual assessment will be put into a Homeowners' Association account for the maintenance of the Common Areas. The Declarant shall turn collected annual assessments over to the Homeowners' Association at the discretion of Declarant.

4. *Initiation Assessment:* Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of One Hundred Dollars (\$100.00), collected at closing and paid directly to the Declarant.

5. *Date of Commencement of Annual Assessments:* The annual assessments provided for herein shall commence as to a lot sold on the first day of the month following the initial conveyance of the said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and collected at closing. The Board of Directors of the Homeowners' Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the board of Directors. The Homeowners' Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners' Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Homeowners' Association as to the status of assessments on a lot is binding upon the Homeowners' Association as of the date of its issuance.

6. *Effect of Nonpayment of Assessments; Remedies of Association:* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

7. *Subordination of the Lien to Mortgages:* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

- (a.) All property expressly dedicated to and accepted by a Local Public Authority;
- (b.) The Common Area;
- (c.) All other properties owned by Declarant or the Association;
- (d.) All lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST VALLEY SUBDIVISION - NO. I. Page 7

J & B FARMS

By Elizabeth Johnson
ELIZABETH JOHNSON

By Donald K. Brandt
DONALD K. BRANDT

My Commission Expires:

RECORDED
SEP 4 PM 4 11
NED J KERR
CANTON CNTY RECORDER
BY *[Signature]*
PIONEER — NAMPA
REQUEST
TYPE *Price* FEE *24.00*

9729615

9

9815188

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEST VALLEY SUBDIVISION NO. 2**

KNOWN TO ALL MEN BY THESE PRESENTS: That J & B Farms, an Idaho Partnership, 912 12th Avenue South—Suite A, Nampa, Idaho 83651, as Grantor, does hereby certify and declare that it is the owner of the following described real property situated in Canyon County, Idaho, to-wit:

All of West Valley Subdivision No. 2, Caldwell, Idaho, Canyon County, Idaho, according to the plat filed in Book 25 at Page 1, records of said county.

PROPERTY USE AND RESTRICTIONS: All of the above described real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any number of designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance the grantee or grantees and their heirs, executors, administrators, successors and assigns covenant with the undersigned, its successors and assigns and with each other as to the property above described the following:

SECTION 1. LAND USE AND BUILDING TYPE: All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof, or any structure placed thereon shall not be used for commercial purposes, but the uses of said lot shall be limited to buildings used solely for residential purposes. By residential buildings it is meant a structure completely under one roof for the use of not more than one family and not to exceed two stories in height, but at least one story in height.

SECTION 2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans specifications, paint color, and plot plan showing the location of such building have been approved in writing, as to the conformity and harmony of external design with the existing structures in the subdivision and as to location of the buildings with respect to topography, finish grade elevations, and minimum building set back lines by the Architectural Control Committee.

a. **Architectural Control Committee.** The Architectural Control Committee is composed of HARMON JOHNSON, ELIZABETH JOHNSON, 912 12th Avenue South, Suite A, Nampa, Idaho 83651, and DON BRANDT, 203 11th Avenue South, Nampa, Idaho 83651. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 – Page 1**

shall be entitled to any compensation for services performed pursuant to this declaration. At any time, the then record owners of four-fifths (4/5) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. It is the intention of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

b. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. DWELLING SIZE: No dwelling shall be permitted on any lot with a ground floor area of the main structure exclusive of one-story open porches and garages of less than nine hundred twenty (920) square feet. Each building site shall have a garage capable of providing shelter for at least two (2) automobiles. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back lines unless approved by the Architectural Control Committee.

SECTION 4. BUILDING LOCATION:

a. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line and must be in compliance with City of Caldwell setback requirements. If there is a conflict, the City of Caldwell setback requirements will prevail.

b. No building shall be located more than five (5) feet to any interior side lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear line.

c. *For the purposes of this covenant, eaves, steps 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 on a lot to encroach upon another lot.*

SECTION 5. EASEMENTS: Easements for installation and maintenance of sewer, water, irrigation and utilities and drainage facilities are reserved as shown on the recorded plat. 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 drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easements are of each lot and all

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 – Page 2**

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.

SECTION 6. BUILDING MATERIALS: All buildings erected within this subdivision shall be stone, brick, frame, concrete, vinyl or pumice block construction and, if other than brick or stone are used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

SECTION 7. WORK PROSECUTION: The construction of all dwellings and outbuildings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including interior painting, within six (6) months after the date of commencement unless such completion is prevented by causes beyond the control of the grantee, provided, however, a diligent effort is exerted by the grantee.

SECTION 8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently.

SECTION 9. MOVED BUILDINGS: No building shall be moved onto any building site unless specific permission and approval of plans, specifications and location is obtained in writing from the Architectural Control Committee.

SECTION 10. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood.

SECTION 11. BILLBOARDS-SIGNS: No sign of any kind shall be displayed to the public view on any residential building site except on a sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by builder of the development to advertise the property during the construction and sales period, and a name of resident sign, not exceeding one (1) square foot, which must be attached to the structure.

SECTION 12. ANIMALS: No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they in no way constitute a nuisance, nor shall any such household pets be kept, bred, or maintained for any commercial purposes. The total number of domestic animals shall not exceed two (2).

SECTION 13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) 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

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 – Page 3**

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 to any lot within ten (10) feet from the intersection or a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 14. FENCE, HEDGE, OR WALLS: No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated. No fence, hedge or wall situated upon any lot between the building line and line of the street fronting on said lot shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated, unless the written permission of the Architectural Control Committee or its representative is first obtained. Only privacy fencing shall be used.

SECTION 15. OIL AND MINING OPERATIONS: No oil drilling or oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, 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 16. EXCAVATION AND DEFACING: No excavation for stone, sand, gravel, earth, or minerals shall be made upon the building site unless such excavation is necessary in connection with the erection of any improved structure thereon.

SECTION 17. REFUSE AND DUMPING: No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish, abandoned automobile bodies, trash, garbage, or other waste material. Incinerators used for disposal. If permitted and other receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles and appliances shall be kept on any of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period shall be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. No machinery, building, equipment, or material shall be stored upon a site until the grantee is ready and able to commence the construction with respect to such building upon which such building material will be used, then such building material shall be placed within the property line of such building site upon with the structure is to be erected.

SECTION 18. DOMESTIC WATER: Grantor will install all domestic water lines and connections to the property line. Upon acceptance of the construction of the Caldwell City Engineer, the water lines will be turned over to the City of Caldwell and become a part of its total system. Domestic water will be provided by the City of Caldwell or agency responsible.

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 – Page 4**

SECTION 19. SEWAGE DISPOSAL FACILITIES: All bathroom, sink, and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connection to the sewer system provided for by the City of Caldwell or agency responsible.

SECTION 20. SIDEWALKS: The grantor shall provide standard concrete sidewalks four (4) or five (5) feet in width adjacent to the back of the curbs of the street in this subdivision according to the requirements of the City of Caldwell. The grantee and his builder will be held responsible for any and all breakage of these sidewalks which occur after placement by the grantor.

SECTION 21. TERM: These covenants shall run with the land described herein and shall be binding upon the parties thereto and all successors in title or interest to said real property or any part thereof for a period of twenty-five (25) years from the date of the recording hereof, after which time such covenants shall automatically be extended for a succeeding period of ten (10) years, unless an instrument signed by the majority of the owners of said tracts has been recorded agreeing to change said covenants. These covenants may be amended by a vote of four-fifths (4/5) of the lot owners. The amendments must be in writing and have four-fifths (4/5) of the lot owners signatures affixed thereto. Said amendments must comply with all the ruling bodies owners signature affixed thereto. Said amendments must comply with all the ruling bodies including, but not limited to, the Caldwell Planning and Zoning Commission. It is the intent of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to case a vote for each lot owned.

SECTION 22. VIOLATION: That the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate of any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any persons owning any other lot in said subdivision development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and whether to prevent him or them from doing so or to recover damages or other relief from such violation.

Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be:

SECTION 23. HOMEOWNERS' ASSOCIATION:

a. **Membership.** Every Owner of a lot which is subject to assessments shall be a member of the Homeowners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 – Page 5**

and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or lots in the subdivision.

b. **Voting Rights.** The Homeowners' Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Fractional votes shall not be allowed. The vote applicable to any said lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B members shall be Declarant and shall be entitled to three (3) votes for each lot owned.

c. **Assessment.**

1. *Creation of the Lien and Personal Obligation of Assessment:* Each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association:

(a) Regular annual assessments or charges; and

(b) Special assessments for capital improvements.

Such assessments to be established and collected as hereinafter provided.

The regular annual and special assessments, together with interest, costs of collection and reasonable attorney fees incurred in collection, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner of such lot at the times when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the lot until paid.

2. *Purpose of Assessments:* The assessments levied by; the Homeowners' Association shall be used exclusively to promote the appearance of the subdivision, including improvement and maintenance of any berms constructed by Declarant along and/or adjacent to the perimeter of the subdivision and the roads serving the property; and the payment of taxes and

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 - Page 6**

insurance on all or any part of said properties, improvements and maintenance of the Common Area.

3. *Annual Assessments:* The annual assessments shall be fifty dollars (\$50.00) per lot per year, billed and payable on an annual basis. The first year assessment will be prorated for the current year and collected as of the date of closing. The annual assessment may be increased at any time by the affirmative vote of four-fifths (4/5) of the lot owners. The annual assessment will be put into a Homeowners' Association account for the maintenance of the Common Areas. The Declarant shall turn collected annual assessments over to the Homeowners' Association at the discretion of Declarant.

4. *Initiation Assessment:* Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of One Hundred Dollars (\$100.00), collected at closing and paid directly to the Declarant.

5. *Date of Commencement of Annual Assessments:* The annual assessments provided for herein shall commence as to a lot sold on the first day of the month following the initial conveyance of the said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and collected at closing. The Board of Directors of the Homeowners' Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Homeowners' Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners' Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Homeowners' Association as to the status of assessments on a lot is binding upon the Homeowners' Association as of the date of its issuance.

6. *Effect of Nonpayment of Assessments; Remedies of Association:* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action at law against the Owners personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

7. *Subordination of the Lien to Mortgages:* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 – Page 7

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 the Declaration, shall be exempt from the assessments created herein.

- Authority;
- a. All property expressly dedicated to and accepted by a Local Public
 - b. The Common Area;
 - c. All other properties owned by Declarant or the Association; and
 - d. All lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

That the invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

J & B FARMS

By 
HARMON H. JOHNSON

By 
ELIZABETH JOHNSON

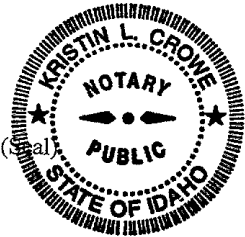
By 
DONALD K. BRANDT

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 - Page 8

STATE OF IDAHO)
)ss
County of Canyon)

On this 27th day of April, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared HARMON H. JOHNSON, ELIZABETH JOHNSON and DONALD K. BRANDT, known to me to be the partners of J & B FARMS, the partnership that executed this instrument, and acknowledged to me that such partnership 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.



Kristin L. Crowe
NOTARY PUBLIC FOR IDAHO
Residence: Melba, ID
My Commission Expires: 5-11-2001

RECORDED
'98 APR 27 AM 11 23
NED J KERR
CANYON CNTY RECORDER
BY U Cherry
REQUEST PIONEER - NAMPA
TYPE misc FEE 27.00

9815188

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 2 - Page 9

9
9815187

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEST VALLEY SUBDIVISION NO. 3**

KNOWN TO ALL MEN BY THESE PRESENTS: That West Valley Development, LLC, an Idaho limited liability company, 912 12th Avenue South—Suite A, Nampa, Idaho 83651, as Grantor, does hereby certify and declare that it is the owner of the following described real property situated in Canyon County, Idaho, to-wit:

All of West Valley Subdivision No. 3, Caldwell, Idaho, Canyon County, Idaho, according to the plat filed in Book 25 at Page 20, records of said county.

PROPERTY USE AND RESTRICTIONS: All of the above described real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any number of designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance the grantee or grantees and their heirs, executors, administrators, successors and assigns covenant with the undersigned, its successors and assigns and with each other as to the property above described the following:

SECTION 1. LAND USE AND BUILDING TYPE: All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof, or any structure placed thereon shall not be used for commercial purposes, but the uses of said lots shall be limited to buildings used solely for residential purposes. By residential buildings it is meant a structure completely under one roof for the use of not more than one family and not to exceed two stories in height, but at least one story in height.

SECTION 2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans specifications, paint color, and plot plan showing the location of such building have been approved in writing, as to the conformity and harmony of external design with the existing structures in the subdivision and as to location of the buildings with respect to topography, finish grade elevations, and minimum building set back lines by the Architectural Control Committee.

a. **Architectural Control Committee.** The Architectural Control Committee is composed of HARMON JOHNSON, 912 12th Avenue South, Suite A, Nampa, Idaho 83651, DON BRANDT, 203 11th Avenue South, Nampa, Idaho 83651, and DON HUBBLE, P.O. Box 190161, Boise, Idaho 83709. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 – Page 1**

members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this declaration. At any time, the then record owners of four-fifths (4/5) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. It is the intention of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

b. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. DWELLING SIZE: No dwelling shall be permitted on any lot with a ground floor area of the main structure exclusive of one-story open porches and garages of less than nine hundred twenty (920) square feet. Each building site shall have a garage capable of providing shelter for at least two (2) automobiles. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back lines unless approved by the Architectural Control Committee.

SECTION 4. BUILDING LOCATION:

a. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line and must be in compliance with City of Caldwell setback requirements. If there is a conflict, the City of Caldwell setback requirements will prevail.

b. No building shall be located more than five (5) feet to any interior side lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear line.

c. *For the purposes of this covenant, eaves, steps 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 on a lot to encroach upon another lot.*

SECTION 5. EASEMENTS: Easements for installation and maintenance of sewer, water, irrigation and utilities and drainage facilities are reserved as shown on the recorded plat. 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

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 – Page 2**

change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easements are 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.

SECTION 6. BUILDING MATERIALS: All buildings erected within this subdivision shall be stone, brick, frame, concrete, vinyl or pumice block construction and, if other than brick or stone are used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

SECTION 7. WORK PROSECUTION: The construction of all dwellings and outbuildings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including interior painting, within six (6) months after the date of commencement unless such completion is prevented by causes beyond the control of the grantee, provided, however, a diligent effort is exerted by the grantee.

SECTION 8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently. The builder of the development shall have the right to select and use any individual dwelling as sales offices. Other sales offices must have approval of the declarant.

SECTION 9. MOVED BUILDINGS: No building shall be moved onto any building site unless specific permission and approval of plans, specifications and location is obtained in writing from the Architectural Control Committee.

SECTION 10. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood.

SECTION 11. BILLBOARDS-SIGNS: No sign of any kind shall be displayed to the public view on any residential building site except on a sign of not more than six (6) square feet advertising the property for sale or rent, or larger signs used by builder of the development to advertise the property during the construction and sales period, and a name of resident sign, not exceeding one (1) square foot, which must be attached to the structure.

SECTION 12. ANIMALS: No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they in no way constitute a nuisance, nor shall any such household pets be kept, bred, or maintained for any commercial purposes. The total number of domestic animals shall not exceed two (2).

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 - Page 3**

SECTION 13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) 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 to any lot within ten (10) feet from the intersection or a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 14. FENCE, HEDGE, OR WALLS: No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated. No fence, hedge or wall situated upon any lot between the building line and line of the street fronting on said lot shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated, unless the written permission of the Architectural Control Committee or its representative is first obtained. Only privacy fencing shall be used.

SECTION 15. OIL AND MINING OPERATIONS: No oil drilling or oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, 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 16. EXCAVATION AND DEFACING: No excavation for stone, sand, gravel, earth, or minerals shall be made upon the building site unless such excavation is necessary in connection with the erection of any improved structure thereon.

SECTION 17. REFUSE AND DUMPING: No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish, abandoned automobile bodies, trash, garage, or other waste material. Incinerators used for disposal. If permitted and other receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles and appliances shall be kept on any of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period shall be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. No machinery, building, equipment, or material shall be stored upon a site until the grantee is ready and able to commence the construction with respect to such building upon which such building material will be used, then such building material shall be placed within the property line of such building site upon with the structure is to be erected.

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 – Page 4**

SECTION 18. DOMESTIC WATER: Grantor will install all domestic water lines and connections to the property line. Upon acceptance of the construction of the Caldwell City Engineer, the water lines will be turned over to the City of Caldwell and become a part of its total system. Domestic water will be provided by the City of Caldwell or agency responsible.

SECTION 19. SEWAGE DISPOSAL FACILITIES: All bathroom, sink, and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connection to the sewer system provided for by the City of Caldwell or agency responsible.

SECTION 20. SIDEWALKS: The grantor shall provide standard concrete sidewalks four (4) or five (5) feet in width adjacent to the back of the curbs of the street in this subdivision according to the requirements of the City of Caldwell. The grantee and his builder will be held responsible for any and all breakage of these sidewalks which occur after placement by the grantor.

SECTION 21. TERM: These covenants shall run with the land described herein and shall be binding upon the parties thereto and all successors in title or interest to said real property or any part thereof for a period of twenty-five (25) years from the date of the recording hereof, after which time such covenants shall automatically be extended for a succeeding period of ten (10) years, unless an instrument signed by the majority of the owners of said tracts has been recorded agreeing to change said covenants. These covenants may be amended by a vote of four-fifths (4/5) of the lot owners. The amendments must be in writing and have four-fifths (4/5) of the lot owners signatures affixed thereto. Said amendments must comply with all the ruling bodies owners signature affixed thereto. Said amendments must comply with all the ruling bodies including, but not limited to, the Caldwell Planning and Zoning Commission. It is the intent of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

SECTION 22. VIOLATION: That the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate of any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any persons owning any other lot in said subdivision development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and whether to prevent him or them from doing so or to recover damages or other relief from such violation.

Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be:

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 - Page 5**

SECTION 23. HOMEOWNERS' ASSOCIATION:

a. **Membership.** Every Owner of a lot which is subject to assessments shall be a member of the Homeowners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or lots in the subdivision.

b. **Voting Rights.** The Homeowners' Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Fractional votes shall not be allowed. The vote applicable to any said lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B members shall be Declarant and shall be entitled to three (3) votes for each lot owned.

c. **Assessment.**

1. *Creation of the Lien and Personal Obligation of Assessment:* Each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association:

- (a) Regular annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments to be established and collected as hereinafter provided.

The regular annual and special assessments, together with interest, costs of collection and reasonable attorney fees incurred in collection, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner of such lot at the times when the assessment fell due. The personal obligation for

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 - Page 6

delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the lot until paid.

2. *Purpose of Assessments:* The assessments levied by the Homeowners' Association shall be used exclusively to promote the appearance of the subdivision, including improvement and maintenance of any berms constructed by Declarant along and/or adjacent to the perimeter of the subdivision and the roads serving the property; and the payment of taxes and insurance on all or any part of said properties, improvements and maintenance of the Common Area.

3. *Annual Assessments:* The annual assessments shall be fifty dollars (\$50.00) per lot per year, billed and payable on an annual basis. The first year assessment will be prorated for the current year and collected as of the date of closing. The annual assessment may be increased at any time by the affirmative vote of four-fifths (4/5) of the lot owners. The annual assessment will be put into a Homeowners' Association account for the maintenance of the Common Areas. The Declarant shall turn collected annual assessments over to the Homeowners' Association at the discretion of Declarant.

4. *Initiation Assessment:* Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of One Hundred Dollars (\$100.00), collected at closing and paid directly to the Declarant.

5. *Date of Commencement of Annual Assessments:* The annual assessments provided for herein shall commence as to a lot sold on the first day of the month following the initial conveyance of the said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and collected at closing. The Board of Directors of the Homeowners' Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Homeowners' Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners' Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Homeowners' Association as to the status of assessments on a lot is binding upon the Homeowners' Association as of the date of its issuance.

6. *Effect of Nonpayment of Assessments; Remedies of Association:* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action at law against the Owners personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 - Page 7

7. *Subordination of the Lien to Mortgages:* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

- Authority;
- a. All property expressly dedicated to and accepted by a Local Public
 - b. The Common Area;
 - c. All other properties owned by Declarant or the Association; and
 - d. All lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

That the invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WEST VALLEY DEVELOPMENT, LLC

By 
HARMON H. JOHNSON

By 
DONALD K. BRANDT

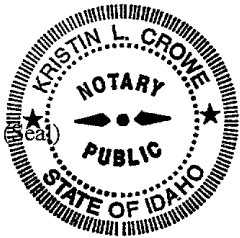
By 
DON HUBBLE

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 - Page 8

STATE OF IDAHO)
)ss
County of Canyon)

On this 27th day of April, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared HARMON H. JOHNSON, DONALD K. BRANDT and DON HUBBLE, known to me to be the partners of WEST VALLEY DEVELOPMENT, the limited liability company that executed this instrument, and acknowledged to me that such company 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.



Kristin L. Crowe
NOTARY PUBLIC FOR IDAHO
Residence: Melba, ID
My Commission Expires: 5-11-2001

REQUEST
PIONEER - NAMP
type Misc Fee 27.00

98 APR 27 AM 11 23
NED J KERR
CANYON CNTY RECORDER
BY W. J. Kerr

RECORDED

9815187

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST VALLEY SUBDIVISION NO. 3 - Page 9

W16173 9846318

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEST VALLEY SUBDIVISION NO. 4**

KNOWN TO ALL MEN BY THESE PRESENTS: That West Valley Development, LLC, an Idaho limited liability company, 912 12th Avenue South—Suite A, Nampa, Idaho 83651, as Grantor, does hereby certify and declare that it is the owner of the following described real property situated in Canyon County, Idaho, to-wit:

All of West Valley Subdivision No. 4, Caldwell, Idaho, Canyon County, Idaho, according to the plat filed in Book 25, at Page 44 records of said county.

PROPERTY USE AND RESTRICTIONS: All of the above described real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any number of designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance the grantee or grantees and their heirs, executors, administrators, successors and assigns covenant with the undersigned, its successors and assigns and with each other as to the property above described the following:

SECTION 1. LAND USE AND BUILDING TYPE: All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof, or any structure placed thereon shall not be used for commercial purposes, but the uses of said lots shall be limited to buildings used solely for residential purposes. By residential buildings it is meant a structure completely under one roof for the use of not more than one family and not to exceed two stories in height, but at least one story in height.

SECTION 2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans specifications, paint color, and plot plan showing the location of such building have been approved in writing. as to the conformity and harmony of external design with the existing structures in the subdivision and as to location of the buildings with respect to topography, finish grade elevations, and minimum building set back lines by the Architectural Control Committee.

a. **Architectural Control Committee.** The Architectural Control Committee is composed of HARMON JOHNSON, 912 12th Avenue South, Suite A, Nampa, Idaho 83651, DON BRANDT, 203 11th Avenue South, Nampa, Idaho 83651, and E. DON HUBBLE, P.O. Box 190161, Boise, Idaho 83709. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members

shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this declaration. At any time, the then record owners of four-fifths (4/5) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. It is the intention of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

b. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. DWELLING SIZE: No dwelling shall be permitted on any lot with a ground floor area of the main structure exclusive of one-story open porches and garages of less than nine hundred twenty (920) square feet. Each building site shall have a garage capable of providing shelter for at least two (2) automobiles. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back lines unless approved by the Architectural Control Committee.

SECTION 4. BUILDING LOCATION:

a. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line and must be in compliance with City of Caldwell setback requirements. If there is a conflict, the City of Caldwell setback requirements will prevail.

b. No building shall be located more than five (5) feet to any interior side lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear line.

c. *For the purposes of this covenant eaves, steps, 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 on a lot to encroach upon another lot.*

SECTION 5. EASEMENTS: Easements for installation and maintenance of sewer, water, irrigation and utilities and drainage facilities are reserved as shown on the recorded plat. 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 drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easements are 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.

SECTION 6. BUILDING MATERIALS: All buildings erected within this subdivision shall be stone, brick, frame, concrete, vinyl or pumice block construction and, if other than brick or stone are used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

SECTION 7. WORK PROSECUTION: The construction of all dwellings and outbuildings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including interior painting, within six (6) months after the date of commencement unless such completion is prevented by causes beyond the control of the grantee, provided, however, a diligent effort is exerted by the grantee.

SECTION 8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently. The builder of the development shall have the right to select and use any individual dwelling as sales offices. Other sales offices must have approval of the declarant.

SECTION 9. MOVED BUILDINGS: No building shall be moved onto any building site unless specific permission and approval of plans, specifications and location is obtained in writing from the Architectural Control Committee.

SECTION 10. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood.

SECTION 11. BILLBOARDS-SIGNS: No sign of any kind shall be displayed to the public view on any residential building site except on a sign of not more than six (6) square feet advertising the property for sale or rent, or larger signs used by builder of the development to advertise the property during the construction and sales period, and a name of resident sign, not exceeding one (1) square foot, which must be attached to the structure.

SECTION 12. ANIMALS: No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they in no way constitute a nuisance, nor shall any such household pets be kept, bred, or maintained for any commercial purposes. The total number of domestic animals shall not exceed two (2).

SECTION 13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) 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 to any lot within ten (10) feet from the intersection or a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 14. FENCE, HEDGE, OR WALLS: No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated. No fence, hedge or wall situated upon any lot between the building line and line of the street fronting on said lot shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such fence hedge, or wall is situated, unless the written permission of the Architectural Control Committee or its representative is first obtained. Only privacy fencing shall be used.

SECTION 15. OIL AND MINING OPERATIONS: No oil drilling or oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, 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 16. EXCAVATION AND DEFACING: No excavation for stone, sand, gravel, earth, or minerals shall be made upon the building site unless such excavation is necessary in connection with the erection of any improved structure thereon.

SECTION 17. REFUSE AND DUMPING: No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish, abandoned automobile bodies, trash, garage, or other waste material. Incinerators used for disposal, if permitted, and other receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles and appliances shall be kept on any of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period shall be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. No machinery, building, equipment, or material shall be stored upon a site until the grantee is ready and able to commence the construction with respect to such building upon which such building material will be used, then such building material shall be placed within the property line of such building site upon with the structure is to be erected.

SECTION 18. DOMESTIC WATER: Grantor will install all domestic water lines and connections to the property line. Upon acceptance of the construction of the Caldwell City Engineer, the water lines will be turned over to the City of Caldwell and become a part of its total system. Domestic water will be provided by the City of Caldwell or agency responsible.

SECTION 19. SEWAGE DISPOSAL FACILITIES: All bathroom, sink, and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connection to the sewer system provided for by the City of Caldwell or agency responsible.

SECTION 20. SIDEWALKS: The grantor shall provide standard concrete sidewalks four (4) or five (5) feet in width adjacent to the back of the curbs of the street in this subdivision according to the requirements of the City of Caldwell. The grantee and his builder will be held responsible for any and all breakage of these sidewalks which occur after placement by the grantor.

SECTION 21. TERM: These covenants shall run with the land described herein and shall be binding upon the parties thereto and all successors in title or interest to said real property or any part thereof for a period of twenty-five (25) years from the date of the recording hereof, after which time such covenants shall automatically be extended for a succeeding period of ten (10) years, unless an instrument signed by the majority of the owners of said tracts has been recorded agreeing to change said covenants. These covenants may be amended by a vote of four-fifth (4/5) of the lot owners. The amendments must be in writing and have four-fifths (4/5) of the lot owners signatures affixed thereto. Said amendments must comply with all the ruling bodies owners signature affixed thereto. Said amendments must comply with all the ruling bodies including, but not limited to, the Caldwell Planning and Zoning Commission. It is the intent of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

SECTION 22. VIOLATION: That the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate of any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any persons owing any other lot in said subdivision development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and whether to prevent him or them from doing so or to recover damages or other relief from such violation.

SECTION 23. HOMEOWNERS' ASSOCIATION

a. **Membership.** Every Owner of a lot which is subject to assessments shall be a member of the Homeowners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or lots in the subdivision.

b. **Voting Rights.** The Homeowners' Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Fractional votes shall not be allowed. The vote applicable to any said lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B members shall be Declarant and shall be entitled to three (3) votes for each lot owned.

c. **Assessment.**

1. *Creation of the Lien and Personal Obligation of Assessment:* Each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association:

(a) Regular annual assessments or charges; and

(b) Special assessments for capital improvements.

Such assessments to be established and collected as hereinafter provided.

The regular annual and special assessments, together with interest, costs of collection and reasonable attorney fees incurred in collection, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner of such lot at the times when the assessment fell due. The personal obligation for

delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the lot until paid.

2. *Purpose of Assessments:* The assessments levied by the Homeowners' Association shall be used exclusively to promote the appearance of the subdivision, including improvement and maintenance of any berms constructed by Declarant along and/or adjacent to the perimeter of the subdivision and the roads serving the property; and the payment of taxes and insurance on all or any part of said properties, improvements and maintenance of the Common Area.

3. *Annual Assessments:* The annual assessments shall be fifty dollars (\$50.00) per lot per year, billed and payable on an annual basis. The first year assessment will be prorated for the current year and collected as of the date of closing. The annual assessment may be increased at any time by the affirmative vote of four-fifths (4/5) of the lot owners. The annual assessment will be put into a Homeowners' Association account for the maintenance of the Common Areas. The Declarant shall turn collected annual assessments over to the Homeowners' Association at the discretion of Declarant.

4. *Initiation Assessment:* Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of One Hundred Dollars (\$100.00), collected at closing and paid directly to the Declarant.

5. *Date of Commencement of Annual Assessments:* The annual assessments provided for herein shall commence as to a lot sold on the first day of the month following the initial conveyance of the said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and collected at closing. The Board of Directors of the Homeowners' Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Homeowners' Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners' Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Homeowners' Association as to the status of assessments on a lot is binding upon the Homeowners' Association as of the date of its issuance.

6. *Effect of Nonpayment of Assessments; Remedies of Association:* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action at law against the Owners personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for

herein by non-use of the Common Area or abandonment of his lot.

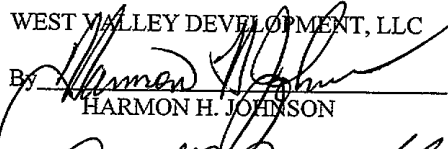
7. *Subordination of the Lien to Mortgages:* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

- a. All property expressly dedicated to and accepted by a Local Public Authority;
- b. The Common Area;
- c. All other properties owned by Declarant or the Association; and
- d. All lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

That the invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WEST VALLEY DEVELOPMENT, LLC

By 
HARMON H. JOHNSON

By 
DONALD K. BRANDT

By 
E. DON HUBBLE

STATE OF IDAHO)
) ss
County of Canyon)

On this 14th day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared HARMON H. JOHNSON, DONALD K. BRANDT and E. DON HUBBLE, known to me to be the partners of WEST VALLEY DEVELOPMENT, the Limited Liability Company that executed this instrument, and acknowledged to me that such company 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.



Mary E Russell
NOTARY PUBLIC FOR IDAHO
Residing at: Pampa, Idaho
My Commission Expires: 6/1/2004

REQUESTED
Prover Name
MISC FEE \$7.00

RY
NED J KERR
CANYON CNTY RECORDER

98 DEC 15 AM 11 15

RECORDED

9846318

9847388

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEST VALLEY SUBDIVISION NO. 5**

KNOWN TO ALL MEN BY THESE PRESENTS: That West Valley Development, LLC, an Idaho limited liability company, 912 12th Avenue South—Suite A, Nampa, Idaho 83651, as Grantor, does hereby certify and declare that it is the owner of the following described real property situated in Canyon County, Idaho, to-wit:

All of West Valley Subdivision No. 5, Caldwell, Idaho, Canyon County, Idaho, according to the plat filed in Book 26, at Page 21 records of said county.

PROPERTY USE AND RESTRICTIONS: All of the above described real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any number of designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance the grantee or grantees and their heirs, executors, administrators, successors and assigns covenant with the undersigned, its successors and assigns and with each other as to the property above described the following:

SECTION 1. LAND USE AND BUILDING TYPE: All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof, or any structure placed thereon shall not be used for commercial purposes, but the uses of said lots shall be limited to buildings used solely for residential purposes. By residential buildings it is meant a structure completely under one roof for the use of not more than one family and not to exceed two stories in height, but at least one story in height.

SECTION 2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans specifications, paint color, and plot plan showing the location of such building have been approved in writing, as to the conformity and harmony of external design with the existing structures in the subdivision and as to location of the buildings with respect to topography, finish grade elevations, and minimum building set back lines by the Architectural Control Committee.

a. **Architectural Control Committee.** The Architectural Control Committee is composed of HARMON JOHNSON, 912 12th Avenue South, Suite A, Nampa, Idaho 83651, DON BRANDT, 203 11th Avenue South, Nampa, Idaho 83651, and E. DON HUBBLE, P.O. Box 190161, Boise, Idaho 83709. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members

shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this declaration. At any time, the then record owners of four-fifths (4/5) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. It is the intention of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

b. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. DWELLING SIZE: No dwelling shall be permitted on any lot with a ground floor area of the main structure exclusive of one-story open porches and garages of less than nine hundred twenty (920) square feet. Each building site shall have a garage capable of providing shelter for at least two (2) automobiles. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back lines unless approved by the Architectural Control Committee.

SECTION 4. BUILDING LOCATION:

a. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line and must be in compliance with City of Caldwell setback requirements. If there is a conflict, the City of Caldwell setback requirements will prevail.

b. No building shall be located more than five (5) feet to any interior side lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear line.

c. *For the purposes of this covenant eaves, steps, 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 on a lot to encroach upon another lot.*

SECTION 5. EASEMENTS: Easements for installation and maintenance of sewer, water, irrigation and utilities and drainage facilities are reserved as shown on the recorded plat. 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 drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easements are 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.

SECTION 6. BUILDING MATERIALS: All buildings erected within this subdivision shall be stone, brick, frame, concrete, vinyl or pumice block construction and, if other than brick or stone are used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

SECTION 7. WORK PROSECUTION: The construction of all dwellings and outbuildings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including interior painting, within six (6) months after the date of commencement unless such completion is prevented by causes beyond the control of the grantee, provided, however, a diligent effort is exerted by the grantee.

SECTION 8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently. The builder of the development shall have the right to select and use any individual dwelling as sales offices. Other sales offices must have approval of the declarant.

SECTION 9. MOVED BUILDINGS: No building shall be moved onto any building site unless specific permission and approval of plans, specifications and location is obtained in writing from the Architectural Control Committee.

SECTION 10. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood.

SECTION 11. BILLBOARDS-SIGNS: No sign of any kind shall be displayed to the public view on any residential building site except on a sign of not more than six (6) square feet advertising the property for sale or rent, or larger signs used by builder of the development to advertise the property during the construction and sales period, and a name of resident sign, not exceeding one (1) square foot, which must be attached to the structure.

SECTION 12. ANIMALS: No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they in no way constitute a nuisance, nor shall any such household pets be kept, bred, or maintained for any commercial purposes. The total number of domestic animals shall not exceed two (2).

SECTION 13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) 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 to any lot within ten (10) feet from the intersection or a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 14. FENCE, HEDGE, OR WALLS: No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated. No fence, hedge or wall situated upon any lot between the building line and line of the street fronting on said lot shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such fence hedge, or wall is situated, unless the written permission of the Architectural Control Committee or its representative is first obtained. Only privacy fencing shall be used.

SECTION 15. OIL AND MINING OPERATIONS: No oil drilling or oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, 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 16. EXCAVATION AND DEFACING: No excavation for stone, sand, gravel, earth, or minerals shall be made upon the building site unless such excavation is necessary in connection with the erection of any improved structure thereon.

SECTION 17. REFUSE AND DUMPING: No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish, abandoned automobile bodies, trash, garbage, or other waste material. Incinerators used for disposal, if permitted, and other receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles and appliances shall be kept on any of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period shall be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. No machinery, building, equipment, or material shall be stored upon a site until the grantee is ready and able to commence the construction with respect to such building upon which such building material will be used, then such building material shall be placed within the property line of such building site upon with the structure is to be erected.

SECTION 18. DOMESTIC WATER: Grantor will install all domestic water lines and connections to the property line. Upon acceptance of the construction of the Caldwell City Engineer, the water lines will be turned over to the City of Caldwell and become a part of its total system. Domestic water will be provided by the City of Caldwell or agency responsible.

SECTION 19. SEWAGE DISPOSAL FACILITIES: All bathroom, sink, and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connection to the sewer system provided for by the City of Caldwell or agency responsible.

SECTION 20. SIDEWALKS: The grantor shall provide standard concrete sidewalks four (4) or five (5) feet in width adjacent to the back of the curbs of the street in this subdivision according to the requirements of the City of Caldwell. The grantee and his builder will be held responsible for any and all breakage of these sidewalks which occur after placement by the grantor.

SECTION 21. TERM: These covenants shall run with the land described herein and shall be binding upon the parties thereto and all successors in title or interest to said real property or any part thereof for a period of twenty-five (25) years from the date of the recording hereof, after which time such covenants shall automatically be extended for a succeeding period of ten (10) years, unless an instrument signed by the majority of the owners of said tracts has been recorded agreeing to change said covenants. These covenants may be amended by a vote of four-fifth (4/5) of the lot owners. The amendments must be in writing and have four-fifths (4/5) of the lot owners signatures affixed thereto. Said amendments must comply with all the ruling bodies owners signature affixed thereto. Said amendments must comply with all the ruling bodies including, but not limited to, the Caldwell Planning and Zoning Commission. It is the intent of this provision to require four-fifths (4/5) of the lots to amend these covenants and if an owner owns more than one (1) lot, that owner is entitled to cast a vote for each lot owned.

SECTION 22. VIOLATION: That the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate of any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any persons owing any other lot in said subdivision development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and whether to prevent him or them from doing so or to recover damages or other relief from such violation.

SECTION 23. HOMEOWNERS' ASSOCIATION

a. **Membership.** Every Owner of a lot which is subject to assessments shall be a member of the Homeowners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or lots in the subdivision.

b. **Voting Rights.** The Homeowners' Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Fractional votes shall not be allowed. The vote applicable to any said lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B members shall be Declarant and shall be entitled to three (3) votes for each lot owned.

c. **Assessment.**

1. *Creation of the Lien and Personal Obligation of Assessment:* Each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association:

(a) Regular annual assessments or charges; and

(b) Special assessments for capital improvements.

Such assessments to be established and collected as hereinafter provided.

The regular annual and special assessments, together with interest, costs of collection and reasonable attorney fees incurred in collection, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner of such lot at the times when the assessment fell due. The personal obligation for

delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the lot until paid.

2. *Purpose of Assessments:* The assessments levied by the Homeowners' Association shall be used exclusively to promote the appearance of the subdivision, including improvement and maintenance of any berms constructed by Declarant along and/or adjacent to the perimeter of the subdivision and the roads serving the property; and the payment of taxes and insurance on all or any part of said properties, improvements and maintenance of the Common Area.

3. *Annual Assessments:* The annual assessments shall be fifty dollars (\$50.00) per lot per year, billed and payable on an annual basis. The first year assessment will be prorated for the current year and collected as of the date of closing. The annual assessment may be increased at any time by the affirmative vote of four-fifths (4/5) of the lot owners. The annual assessment will be put into a Homeowners' Association account for the maintenance of the Common Areas. The Declarant shall turn collected annual assessments over to the Homeowners' Association at the discretion of Declarant.

4. *Initiation Assessment:* Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of One Hundred Dollars (\$100.00), collected at closing and paid directly to the Declarant.

5. *Date of Commencement of Annual Assessments:* The annual assessments provided for herein shall commence as to a lot sold on the first day of the month following the initial conveyance of the said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and collected at closing. The Board of Directors of the Homeowners' Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Homeowners' Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners' Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Homeowners' Association as to the status of assessments on a lot is binding upon the Homeowners' Association as of the date of its issuance.

6. *Effect of Nonpayment of Assessments; Remedies of Association:* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action at law against the Owners personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for

herein by non-use of the Common Area or abandonment of his lot.

7. *Subordination of the Lien to Mortgages:* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

- a. All property expressly dedicated to and accepted by a Local Public Authority;
- b. The Common Area;
- c. All other properties owned by Declarant or the Association; and
- d. All lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

That the invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WEST VALLEY DEVELOPMENT, LLC

By

HARMON H. JOHNSON

By

DONALD K. BRANDT

By

E. DON HUBBLE

STATE OF IDAHO)
) ss
County of Canyon)

On this 14th day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared HARMON H. JOHNSON, DONALD K. BRANDT and E. DON HUBBLE, known to me to be the partners of WEST VALLEY DEVELOPMENT, the Limited Liability Company that executed this instrument, and acknowledged to me that such company 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.



Mary E. Russell
NOTARY PUBLIC FOR IDAHO
Residing at: Nampa, Idaho
My Commission Expires: 6/1/2004

RECEIVED
TYPE Disc FILE 27.00
PIONEER — NAMP

98 DEC 22 AM 11 19
NED J. KERR
CANYON CNTY RECORDER
BY [Signature]

RECORDED

9847388

Declarations of Covenants, Conditions and Restrictions of
WEST VALLEY SUBDIVISION NO. 5 - Page 9 of 9