

**Instrument # 2180992**

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Ex-Officio Recorder Deputy Wilson

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MAPLE RIDGE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR MAPLE RIDGE SUBDIVISION is made effective as of the 9 day of  
March, 2018, by  
KEYSTONE CONSTRUCTION & DEVELOPMENT, INC., as successor to MAPLE RIDGE  
DEVELOPMENT, LLC

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Maple Ridge Subdivision dated August 15, 2007, was recorded in Jerome County, Idaho on August 15, 2007, as Instrument No. 2074949 (the "Original Declaration");

WHEREAS, in accordance with Article 14 of the Original Declaration, Grantor and at least two-thirds (2/3) of the total voting power of the Owners have voted to amend and restate the Original Declaration to provide for, among other things, the development and use of the Property, and certain other matters so that the Declaration reads in its entirety as set forth herein;

NOW THEREFORE, for due and valid consideration, the receipt of which is hereby acknowledged, the Original Declaration shall be amended and restated to read in its entirety as follows:

## ARTICLE 1. RECITALS

**1.1 Property Covered.** The property potentially subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Subdivision is (a) the real property located in Jerome County, Idaho described in the official plat for the Maple Ridge Subdivision recorded on June 6, 2007 as Instrument No. 2073361, records of Jerome County, as the same may be amended or supplemented from time to time (collectively, "Maple Ridge Subdivision") and (b) any property annexed in accordance with the provisions of Article 5 hereof. Each Owner, by accepting a deed to any portion of the Property, acknowledges and agrees that Grantor is under no obligation to subject any other portion of the Property to this Declaration.

**1.2 Residential Development.** Maple Ridge Subdivision is a planned residential development that Grantor currently intends to develop in accordance with existing development approvals obtained by Grantor from City of Jerome, and/or other development plan(s) for which Grantor may from time to time obtain approval from the City of Jerome and/or other applicable governmental entities (the "Development Plan"). Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved.

**1.3 Purpose of Declaration.** The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the "Restrictions") that may apply to the entire development and use of any and all portions of the Property. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; and to ensure a well-integrated development.

## ARTICLE 2. DECLARATION

Declarant hereby declares that the Property subjected to this Declaration, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, Declarant's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in

interest, and may be enforced by any proceeding at law or in equity by the Association, the Declarant, Declarant's successors, any grantee or grantee's successors, or by any Owner or Owner's successors. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Notwithstanding the foregoing, until one hundred percent (100%) of all the Building Lots in the Property are transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property, nor Grantor's right to use and to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, nor Grantor's right to post signs incidental to construction, sales and/or leasing. Grantor and authorized builders shall have easements for access to and use of such locations and facilities.

### ARTICLE 3. DEFINITIONS

**3.1 "Annexation"** shall mean and refer to the act of the Declarant to place additional residential subdivisions of any portion of the Property described on or contiguous to the Property described in the official plat of the Maple Ridge Subdivision referenced in Section 1.1 hereof under and within the purview of this Declaration, in the manner herein provided for in Article 5.

**3.2 "Articles"** shall mean the Articles of Incorporation of the Association.

**3.3 "Assessments"** shall mean those payments required of Owners who are Members, including Regular Assessments, Special Assessments and Limited Assessments. The Association shall have the right to require Assessments from Members.

**3.4 "Association"** shall mean any Idaho nonprofit corporation, or its successors, organized and established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration. Grantor shall have the power, in Grantor's discretion, to name the Association the "Maple Ridge Subdivision Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

**3.5 "Association Rules"** shall mean those rules and regulations that may be promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

**3.6 "Board"** shall mean the duly qualified Board of Directors, or other governing board or individual, if applicable, of the Association.

**3.7 "Building Lot"** shall mean a lot within the Property as specified or shown on any Plat upon which Improvements and single-family residential units may be constructed.

**3.8 "By-laws"** shall mean the By-laws of the Association.

**3.9 "Class A Member"** shall have the meaning set forth in Section 7.3.

**3.10 "Class B Member"** shall have the meaning set forth in Section 7.3.

**3.11 "Class B Member Termination Date"** shall have the meaning set forth in Section 7.3.

**3.12** “**Common Area**” shall mean and refer to all real property now or hereafter owned or leased by the Association or in which the Association has an easement, including without limitation all property indicated as common area on the official plat of Maple Ridge Subdivision or on the official plat of any other residential subdivision hereafter placed under and within the purview of this Declaration in accordance herewith.

**3.13** “**Declarant**” shall mean the Grantor.

**3.14** “**Declaration**” shall mean the Declaration of Covenants, Conditions and Restrictions for Maple Ridge Subdivision, as the Declaration may be amended and supplemented from time to time, including by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Subdivision.

**3.15** “**Design Committee**” shall mean the Design Committee created by Grantor pursuant to Article 8 hereof.

**3.16** “**Development Plan**” shall have the meaning set forth in Section 1.2.

**3.17** “**Expenses**” shall have the meaning set forth in Section 9.10.

**3.18** “**Grantor**” shall mean Maple Ridge Development, LLC or its Successor, including without limitation Keystone Construction & Development, Inc.

**3.19** “**Improvements**” shall mean any structure, facility or system, or other improvements or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, residential structures, accessory structures, fences, streets, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, irrigation system, removal or trees and other vegetation, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and improvements.

**3.20** “**Limited Assessment**” shall mean a charge against a particular Owner, and such Owner’s Building Lot, directly attributable to such Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration, any Supplemental Declaration, or the failure of an Owner to keep such Owner’s Building Lot and/or Improvements in proper repair, and including interest thereon as provided in this Declaration or any Supplemental Declaration.

**3.21** “**Member**” shall mean each Owner holding a membership in the Association, including without limitation each person or entity constituting the Declarant.

**3.22** “**Mortgage**” shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

**3.23** “**Occupant**” shall mean any resident or occupant of a Building Lot other than the Owner, including, without limitation, family members, guests, invitees and/or tenants.

**3.24** “**Owner**” shall mean the record owner, whether one or more Persons, including without limitation the Declarant, holding fee simple interest of record to a Building Lot which is a part of the

Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure of other proceedings.

**3.25** “**Person(s)**” shall mean any individual, partnership, corporation, trust, estate or other legal entity, including without limitation the Declarant.

**3.26** “**Plat**” shall mean any subdivision plat covering any portion of the Property as recorded in the Jerome County Recorder’s Office, Jerome County, Idaho, as the same may be amended by duly recorded amendments thereto.

**3.27** “**Project Documents**” shall mean the basic documents creating and governing the Property including, without limitation, this Declaration, any Supplemental Declarations, any Plat and any other proceedings, rules, regulations or polices adopted under such documents by Grantor and/or the Design Committee.

**3.28** “**Property**” shall mean that certain real property identified in Section 1.1 and subject to this Declaration including, without limitation, each Building Lot, parcel and portion thereof and interest therein.

**3.29** “**Regular Assessment**” shall mean the portion of the cost of enforcing the provisions of this Declaration, and the other costs and expenses incurred to conduct the business and affairs of the Association that is levied against the Building Lot of each Owner by the Association, pursuant to the terms of this Declaration.

**3.30** “**Restrictions**” shall have the meaning set forth in Section 1.3.

**3.31** “**Special Assessment**” shall mean that shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

**3.32** “**Successor**” shall have the meaning set forth in Section 7.3.

**3.33** “**Supplemental Declaration**” shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that may be adopted by Grantor and/or the Owners with respect to all or any portion of the Property.

#### **ARTICLE 4. COMMON AREAS**

**4.1** **Common Area.** In conjunction with any subdivision situated on the Property, the Grantor may tender Common Area to the Association, which shall be accepted by the Association provided it is for the common benefit of the Property, or the common use and enjoyment of the Owners and their respective family members, guests and invitees.

#### **ARTICLE 5. ANNEXATION**

**5.1** **Annexation.** The Declarant may, at any time hereafter, by execution and recordation of an effective Declaration of Covenants, Conditions and Restrictions encumbering any residential subdivision owned by the Declarant, resulting from the subdivision, re-subdivision or re-platting of any

parcel within the Property described in the official plat of the Maple Ridge Subdivision referenced in Section 1.1 hereof or any property contiguous thereto, place said residential subdivision under and within the purview of this Declaration, and all of its covenants, restrictions and conditions. Upon the recordation of such a declaration, all Building Lots in said residential subdivision shall be deemed to be Building Lots hereunder, and all Owners thereof shall thereafter be owners and members of the Association for all purposes hereunder, in the same manner, and subject to the same benefits and obligations as though said Building Lots were originally included in Emerald Heights or Belmont Stakes.

**5.2 Common Area.** Upon Annexation of any residential subdivision pursuant to this Article 5, Declarant shall deed and convey all Common Area, if any, within said Subdivision to the Association in the manner provided for in Section 5.1 above.

**5.3 Notice.** In the event the Declarant shall intend to annex property as provided in this Article, written notice of such intent shall be given to the Board of Directors at least thirty (30) days prior to the recordation of the Declaration purporting to effectuate the annexation.

## **ARTICLE 6. GENERAL AND SPECIFIC RESTRICTIONS**

**6.1 Improvements – Generally.** All Improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration. Design and construction guidelines are contained in this Declaration, which shall govern the right of a Person or Owner, excluding Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or to make any changes in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or above the Property, including, without limitation, any Building Lot. All residential structures shall be of a “stick built” construction type. Mobile homes or Log kit homes are expressly prohibited.

### **6.2 Design Committee Review.**

**6.2.1** No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Design Committee and the same have been approved; provided, however, that the Design Committee retains the discretion to waive the submission of any such documents or to require the submission of additional documentation. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including roofing materials, physical or aesthetic impacts on other properties, conformity to the terrain and the other Improvements on the Property, and such other considerations that the Design Committee in its reasonable discretion deems relevant.

**6.2.2** The approval or disapproval of any plans submitted shall be in the sole and reasonable discretion of the Design Committee. The Design Committee may approve plans, specifications, applications or other documentation as submitted or on conditions, all of which shall be satisfied prior to commencement of construction.

**6.2.3** Consent by the Design Committee to any matter proposed to it or within its jurisdiction, or failure by the Design Committee to enforce any violation of the Project Documents, shall not be deemed to constitute a precedent or waiver impairing the Design Committee's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent or to enforce any subsequent or similar violation of the Project Documents.

**6.3 Construction.**

**6.3.1** All residential structures shall be built by a full-time, qualified, licensed building contractor, who must be approved by the Design Committee. The contractor shall be responsible for obtaining all necessary permits, licenses and approvals required by the City of Jerome and the State of Idaho at the time of construction.

**6.3.2** Each potential owner or contractor shall inspect the Building Lot prior to purchase and construction for condition of all the utilities, location of property pins, and general conditions and report any defects or damages to the Grantor. Unless otherwise notified, all improvements shall be considered in good repair and all damages or deficiencies thereafter shall be the responsibility of the Owner or contractor. The Grantor or its engineer will relocate missing property pins or sewer markers that cannot be located by ordinary inspection (including light digging to uncover buried pins or markers) prior to closing or commencement of construction. In the event Grantor is required to reset property pins or sewer markers after closing or commencement of construction, or otherwise locate existing property pins and sewer markers, the Owner of the respective Building Lot shall pay to Grantor the costs thereof, subject to a minimum charge of \$300.00.

**6.3.3** Any work or other activity in connection with the construction or installation of Improvements shall be conducted on such days and at such times during the day as to not constitute or result in an unreasonable nuisance or annoyance to neighboring Building Lots. Work times shall be no earlier than 6:00AM and not later than 10:00PM unless approved by the Design Committee.

**6.3.4** Streets shall remain free from dirt, gravel, or other excavation material and shall be maintained by the Owner or contractor in a clean and orderly manner. Washout of concrete trucks and equipment will be performed in a concrete washout area designated by the Design Committee. If no washout area has been designated at the time of the needed concrete washout, then the washout shall occur outside of the Property.

**6.3.5** Jobsites shall be tidied up and free of debris each evening and prior to each weekend. Each contractor shall provide a trash bin/dumpster at the jobsite. Jobsite trash or debris that may be scattered by wind shall be properly contained in trash bins/dumpsters, or otherwise contained. Contractors and Owners who fail to maintain the Building Lot in an orderly manner or allow construction debris to clutter other portions of the Property may be subject to appropriate action from the Board or the Association.

- 6.3.6** Temporary toilets, construction equipment, and construction material shall be contained within the Building Lot. All vehicles will be parked within the Building Lot boundaries or on public streets immediately adjacent to the Building Lot and shall not block traffic, mailboxes, or otherwise interfere with Owners or other Building Lots. Unrestrained dogs shall not be allowed at construction sites on the Property. The volume level of radios and other music shall be kept at a reasonable level, as to not disturb Owners or other Building Lots. Power and water shall not be used from existing Improvements without permission from the Owner thereof.
- 6.3.7** Owners shall complete the construction of approved Improvements within a reasonable period of time after commencing construction thereof, except in the event of, and only for so long as such completion is rendered impossible or would result in great hardship to Owner due to strikes, fires, actor of God, actual inability of Owner or contractor to procure deliveries of necessary materials, or by other forces or persons beyond control of the Owner. Financial inability of Owner or a contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond its control. The determination of a reasonable time for completion of Improvements shall be within the discretion of the Design Committee.
- 6.3.8** In the event any construction is not completed in a good and workmanlike manner, in substantial conformity with the plans and specifications approved by the Design Committee, or within the time limits provided herein, and such failure is not excused by the provisions of this Declaration or the Design Committee, shall be deemed a nuisance, and the Board shall have the right to enter upon the Building Lot and to have such incomplete construction removed or to carry such construction forward to completion, and the costs and expenses incurred in such removal or completion shall be subject to the provisions of Projected Documents related to Assessments (including without limitation Limited Assessments) and may be the subject of a lien upon the Building Lot in accordance with the provisions of the Project Documents (including without limitation Article 10 hereof).

**6.4 Sizes, Roof Pitch and Garages.** Each single-family dwelling unit or structure shall have a minimum of one thousand two hundred (1,200) square feet of livable space, with a minimum of seven hundred (700) square feet on the main level. All roofs shall have a minimum pitch of 5:12. Roofs shall be covered with at least 30-year architectural style asphalt composition shingles. All garages shall be, at a minimum, two-car. Garage interiors shall be sheetrocked, taped and sanded at a minimum.

**6.5 Setbacks and Heights; Contiguous Lots.**

- 6.5.1** No residential or other structure shall be placed nearer to the Building Lot lines than permitted by any Plat and/or the Declaration, by any applicable zoning restriction, or by any conditional use permit.
- 6.5.2** No building shall exceed thirty-five feet in height.



**6.6 Accessory Structures.** Unless this requirement is waived by the Design Committee, garages, storage sheds, patio covers, and any other outbuildings shall be constructed of the same materials and with similar colors and design as the residential structure on the applicable Building Lot.

**6.7 Driveways.** Each Building Lot, when improved with a residential structure, shall have a finished driveway with a wearing surface of concrete with sufficient space thereon to park at least two (2) automobiles without encroaching into the adjoining street right-of-way. All such driveways shall be properly graded to assure proper drainage.

**6.8 Common Approach.** No owner may obstruct the turnaround area provided by common approach.

**6.9 Mailboxes.** All mailboxes shall be of consistent design as approved by the Design Committee and shall be located as determined by ordinances of the City of Jerome, and as directed by the U.S. Postal Service and the Design Committee.

**6.10 Fencing.** No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot upon which such fence, hedge or boundary wall is situated. No fencing shall be permitted in the front yard of any Building Lot without the approval of the Design Committee. Without limiting the foregoing, all fencing situated on any Building Lot shall be vinyl, privacy fencing, or cedar solid plank and approved by the Design Committee.

**6.11 Foundations.** Unless otherwise approved by the Design Committee, foundations shall be set a minimum of 12" above the back of curb elevation.

**6.12 Exterior Elevations.**

**6.12.1** Exterior elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries and other significant jobs in the exterior walls are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Double gables over the entire width of a 3-car garage are discouraged. Stacked rooms over garages shall incorporate a change in the front plane of the garage to avoid large, unbroken vertical surfaces. Where siding is used, batten boards, shakes, or trim shall be located as symmetrically as possible and contribute to the balance of the design and character of the improvement. Broken rooflines are required. A long expanse of unbroken roofline will not be approved, and therefore should be broken up with intersecting gables and/or dormers. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical, and shall otherwise be installed in an inconspicuous location and manner.

**6.12.2** Unless otherwise approved in writing by the Design Committee, thirty percent (30%) of the front elevation of any residence shall be brick or stone ("cultured" or manufactured/man-made stone is also acceptable). Stucco may be used on the exterior, but is NOT an acceptable *substitution* for brick or stone requirements. Architectural and aesthetic balance shall be a primary concern in determining how much brick or stone will be required. Requests for exceptions to exterior finish requirements must be approved in advance by the Design Committee.

**6.13 Exterior Maintenance: Owner's Obligation.** No Improvements shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair at the expense of the Owner. Prior to completion of the residential structure on a Building Lot, the Owner shall keep such Building Lot in good condition, including without limitation keeping weeds mowed. In the event the Owner does not mow the weeds thereon at least twice per year, the Association may, in the sole and absolute discretion of the Design Committee, undertake such mowing and bill the Owner for the costs thereof, which bill must be paid by the Owner within 30 days of receipt.

**6.14 Landscaping.** All landscaping on a Building Lot, unless otherwise specified by the Design Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot. The initial landscaping shall include, as a minimum, sod in the front yard with automatic, underground sprinklers. No cottonwood, Chinese elm or other type of tree that bleeds upon infection shall be planted on any Building Lot. The Owner of any Building Lot shall sod or seed the remainder of the lawn within ninety (90) days after a certificate of occupancy is issued for the residence, weather permitting.

**6.15 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Building Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Refuse and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view except that refuse, garbage, and trash for collection may be placed on the public or private street right of way on regular collection days for a period not to exceed 12 hours.

**6.16 Residential Use of Property, Businesses Prohibited.** No Building Lot shall be used except for residential purposes and in conformity with then-current zoning ordinance(s). No Building Lot, Common Area or public right-of-way shall be used for the conduct of any trade or business or professional activity other than in-home businesses that require no signage, do not result in a material increase in traffic into the subdivision, and are conducted in accordance with the rules and regulations of the City of Jerome.

**6.17 No Hazardous Activities.** No activities shall be conducted on the Property, and no Improvements shall be constructed on the Property, that are or might be unsafe or hazardous to any Person or property.

**6.18 Insurance Rates.** Nothing shall be done or kept on the Property and/or any Building Lot that will increase the rate of, or cancel any insurance on any other portion of the Property without the approval of the Owner(s) of such other portion, nor shall anything be done or kept on the Property and/or any Building Lot that would be in violation of any law.

**6.19 Vehicles and Equipment.** The use of all vehicles and equipment, including, without limitation, trucks, automobiles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, boats, and maintenance equipment shall be subject to the terms hereof, including without limitation the following:

(a) no on-street parking shall be permitted;

(b) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles or all-terrain vehicles shall be located on a Building Lot for over forty-eight

(48) hours unless the same are (i) located behind the residential structure and (ii) screened from view or otherwise stored in an orderly fashion;

(c) no abandoned vehicles, inoperable vehicles (that is, any vehicle which has not been driven under its own propulsion for a period of thirty (30) days or longer), dilapidated vehicles, unrepaired vehicles or unsightly vehicles shall be permitted on any Building Lot unless the same are screened from view; and

(d) no equipment, tools, propane tanks, air conditioners, or any other mechanical or storage equipment shall be located in front of any dwelling and any such equipment must be screened from view.

**6.20 Animals/Pets.** Each Owner may keep typical household pets which do not unreasonably bother or constitute a nuisance to others on the Building Lot. Consistent and/or chronic barking by dogs or similar sounds by other household pets shall be considered a nuisance. Each dog or other similar household pet on the Property shall be kept on a leash and otherwise controlled at all times when such animal is off the premises of its owner and are to be kept in compliance with all applicable State and local laws and ordinances. Owners and residents must immediately pick up after their pets if the pets defecate in any public right-of-way, Common Area or on the property of others. The construction of dog runs, other pet enclosures, barns or other animal-related outbuildings shall be subject to applicable provisions of this Declaration and Design Committee review and shall be appropriately screened and maintained in a sanitary condition. Dog runs, pet enclosures, barns or other animal-related outbuildings shall not be placed in any front yard of a Building Lot without the prior approval of the Design Committee. Commercial breeding or boarding of animals is prohibited.

**6.21 No Mobile Homes or Temporary Structures.** No house trailer, manufactured home, mobile home, tent (other than for short term recreational use), shack or other temporary building shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Providing however, that a mobile office may be placed upon a portion of the Property by Grantor or Grantor's agents and/or employees for the purpose of construction, operation and/or marketing of the Property or other adjacent land until all such construction and/or marketing is complete.

**6.22 Signs.** No signs of any kind, excluding "for sale" or "for rent" signs, shall be displayed on or from any portion of the Property except those signs approved by the Design Committee or signs of Grantor or its representatives, agents, employees or assigns, or signs required by law.

**6.23 Antennae and Exterior Energy Devices.** No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless such is located in an area that is not unsightly to surrounding Owners. No energy production devices, including without limitation, generators of any kind, windmills, turbines, solar panels or solar power generation equipment, shall be constructed or maintained on the Property without prior written approval from the Design Committee.

**6.24 No Further Subdivision.** No Building Lot may be further subdivided unless expressly approved in writing by Grantor and consistent with all applicable State and local laws and ordinances.

**6.25 Leasing.** The Owner of a Building Lot shall have the right to lease such Building Lot and residential structure thereon, subject to the following conditions: (a) all leases shall be in writing; (b) such lease shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the lease; and (c) the Owner shall be liable for any

violation of the Project Documents committed by the tenant of such Owners, without prejudice to the Owner's right to collect any sums from such tenant paid by the Owner on behalf of the tenant.

**6.26 Grantor's Right of Development.** Nothing contained herein shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on, under or about any portion of the Property owned by Grantor, or to alter the foregoing and Grantor's construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold by Grantor. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the development work and disposing of the Property by sales, lease or otherwise.

Grantor, in Grantor's sole discretion and in accordance with all applicable state and local zoning laws, may amend and modify the Development Plan. By acceptance of a deed to any property in the Property, each Owner of such property thereby acknowledges and agrees the Development Plan for the Property may be amended, modified or changed in Grantor's sole discretion, so long as the Development Plan is consistent with applicable state and local zoning laws. Each Owner by acceptance of a deed to any Building Lot or other property within the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property or any property owned by the Grantor and adjacent to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Persons.

**6.27 Compliance with Laws.** Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property.

## ARTICLE 7. ASSOCIATION

**7.1 Organization of Association.** The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles and By-laws of the Association and this Declaration. Neither the Articles nor the By-laws of the Association shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Declarant grants to the Association a revocable, non-exclusive license to use the name "Maple Ridge Subdivision" for the sole purpose of identifying the Association.

**7.2 Members of Association.** The Members shall be all Owners. No Owner, except Grantor, shall have more than one membership in the Association for each Building Lot owned. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property, owned by such Owner. The memberships in the Association cannot be terminated and shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title in and to such Building Lot or other portion of the Property owned by such Owner, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books of the Association.

**7.3 Voting.** The Association will have two (2) classes of memberships. Voting rights are determined by class membership.

**Class A Members.** The “Class A Members” shall be all owners of Building Lots within the Property with the exception of the Class B Member (as such term is defined below). No Class A Member shall be entitled to vote prior to the Class B Member Termination Date (as such term is defined below). Upon the occurrence of the Class B Member Termination Date, (a) the Class B Member (if any) shall become a Class A Member with respect to each Building Lot it owns in the Property and (b) each Class A Member shall be entitled to one (1) vote for each Building Lot in the Property owned by such person or entity.

**Class B Member.** The “Class B Member” shall be Maple Ridge Development, LLC or its Successor (as such term is defined below). The “Successor” of Maple Ridge Development, LLC shall refer to any individual or entity that (a) is designated as such in writing by Maple Ridge Development, LLC or (b) is a successor in interest to the entire interest then-held by Maple Ridge Development, LLC in the Property; provided, however, that the term Successor shall not include a purchaser of less than ten (10) Building Lots within the Property. The Class B Member shall be entitled to ten (10) votes for each Building Lot in the Property owned by such Class B Member. The Class B Member shall become a Class A Member with respect to each Building Lot it owns in the Property upon the occurrence of the Class B Member Termination Date. The “Class B Member Termination Date” shall be the first to occur of (a) the date designated in writing by Maple Ridge Development, LLC (or the Successor, as applicable), (b) the date that Maple Ridge Development, LLC (or the Successor, as applicable) has deeded the last Building Lot in the Property to an owner other than Maple Ridge Development, LLC or the Successor or (c) December 31, 2027.

**7.4 Board of Directors and Officers.** The affairs of the Association shall be conducted and managed by such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws of the Association, as the same may be amended from time to time.

**7.5 Powers of the Association.** The Association shall have all the powers of a nonprofit corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in herein or in the Articles or Bylaws of the Association, and to do and perform any and all acts which may be necessary, proper, and/or incidental to the enforcement of the provisions hereof, including, without limitation:

**7.5.1 Assessments.** The power to levy Assessments on behalf of any Owner, or any portion of the Property, pursuant to the restrictions provided in this Declaration, and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments on any Owner or any portion of the Property to cover operation and maintenance costs;

**7.5.2 Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof. The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration, and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner shall be applicable. For the avoidance of doubt, exercise of the rights of enforcement under this Section 7.5.2 shall be undertaken (if at all) when and to the extent determined by the Association, in its sole and absolute discretion;

**7.5.3 Rule Making.** The power to adopt, amend and repeal by majority vote of the Board such Association Rules as the Association deems reasonable. Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if there were set forth in and were a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration to the extent of any such inconsistency. For the avoidance of doubt, adoption, amendment, repeal or enforcement of Association Rules shall be undertaken (if at all) when and to the extent determined by the Association, in its sole and absolute discretion;

**7.5.4 Emergency Powers.** The power, exercised by the Association or by any Person authorized by the Association, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to the life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner of such portion of the Property as practicable, and any damage caused thereby shall be repaired by the Association;

**7.5.5 Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, under and about Property as may be necessary or appropriate for the orderly construction of Improvements, maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of Owners, including such licenses, easements and rights-of way as are necessary for the following:

(a) Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

(b) The storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public Improvements or facilities; and

(c) Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways;

**7.5.6 Taxes and Assessments.** The power to pay all real and personal property taxes and Assessments separately levied against portions of the Property, if any, owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, State and/or local taxes, including income or corporate taxes levied against the Association;

**7.5.7 Tax Returns.** The power to file any and all tax return(s) with the appropriate government entities;

**7.5.8 Insurance.** The power to obtain insurance from any reputable insurance company authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation directors' and officers' liability insurance and such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary or desirable, and indemnity, faithful performance, fidelity and/or other bonds as the Board shall deem necessary or desirable to carry out the Association functions or to insure the Association against loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of the Association funds or other property;

The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith; and

Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association;

**7.5.9 Design Committee.** The power to appoint and remove members of the Design Committee following Grantor's relinquishment of right to appoint as conveyed in Section 8.1, subject to the provisions of this Declaration;

**7.5.10 Enforcement of Restrictions.** The power to perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advised or necessary to enforce any of the provisions of hereof and any and all State or local laws, ordinances, rules and regulations. This shall include, without limitation, the recordation of any claim of lien with the Jerome County Recorder's Office, as more fully provided herein.

Nothing contained in this Section 7.5 shall obligate the Board to take any of the foregoing action(s) that it deems unnecessary or impractical, in its sole and absolute discretion; and

**7.5.11 Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association nor the Grantor shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges that the Association and the Grantor are not insurers and that each person using the Property assumes all risks for loss or damage to persons, property, Improvements, Building Lots, and to the contents of Improvements or Building Lots resulting from acts of third parties.

**7.6 Annual Meeting.** The Association shall hold an annual meeting each year and the first annual meeting shall be held during the month of December, 2007. Subsequent regular annual meetings of the Association shall be held as provided in the Bylaws of the Association. Special meetings may be called as provided for in the Bylaws of the Association. Notice of annual or special meetings of the Association shall be delivered to all Members of the Association as provided in the Bylaws of the Association. All meetings shall be held within the Property or as close thereto as practicable at a reasonable place selected by the Board. All Members of the Association are encouraged to attend all annual and special meetings of the Association.

**7.7 Budgets and Financial Statements.** Financial Statements for the Association shall be prepared regularly and, upon request, copies shall be distributed to each Member of the Association.

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

## **ARTICLE 8. DESIGN COMMITTEE**

**8.1 Design Committee Creation; Right of Appointment.** Before or within thirty (30) days after the date on which Grantor first conveys a Building Lot to an Owner, Grantor shall appoint two to three individuals to serve on the Design Committee, which Design Committee shall have exclusive jurisdiction over all original construction on any portion of the Property. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, Grantor retains the right to appoint all members of the Design Committee who shall serve at Grantor's discretion. The actions of the Design Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

**8.2 Appointment of Design Committee Representative.** The Design Committee may appoint in writing one (1) of its members to act as its designated representative (the "Committee Representative"). The Committee Representative may be delegated all duties and obligations of the Design Committee. In the event a Committee Representative is appointed, it is intended that the Design Committee shall look to the Committee Representative to perform all functions of the Design Committee; provided, however, the Design Committee shall make all final determinations and decisions regarding all Design Committee duties and obligations.

**8.3 Expenses.** The Design Committee shall have the right to charge a minimum fee of One Hundred and No/100 Dollars (\$100.00) for the initial submission of plans for each individual Building Lot submitted to the Design Committee for review. Additional fees may be collected by the Design Committee to help defray the expenses of the Design Committee's operation for future design review applications. Without limiting the foregoing, the provisions of this Section 8.3 shall not apply to Building Lots owned by Grantor.

## **ARTICLE 9. ASSESSMENTS**

**9.1 Covenant to Pay Assessments.** By acceptance of a deed to any Building Lot, each Owner of such Building Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular Assessments, Special Assessments and Limited Assessments and charges made against such Owner pursuant to the provision of this Declaration, any Supplemental Declaration or other applicable Project Documents.



**9.2 Assessment Constitutes Lien.** Such Assessments and charges together with late charge(s), interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a continuing lien upon the property against which each such Assessment or charge is made.

**9.3 Assessment is Personal Obligation.** Each such Assessment, together with late charge(s), interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due.

**9.4 Successor Liability.** Notwithstanding the personal obligation of each Owner of a Lot to pay all Assessments thereon and notwithstanding the Association's perpetual lien upon a Lot for such Assessments, all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior Owner thereof for any and all unpaid Assessments, interest, late charges, costs, expenses and attorney's fees against such Lot, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a specific Lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid Assessments, interest, late charges, costs, expenses, and attorney's fees as shown upon any certificate issued to such named successor in interest by the President or a Vice-President of the Association, or such other person as may be so authorized by the Board whose signature shall be attested by the Secretary or an Assistant Secretary of the Association.

No Owner may exempt such Owner from liability for Assessments. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience of discomfort arising from the making of repairs or Improvements, or from any other action it takes.

**9.5 Uniform Rate of Assessment.** All Assessments must be fixed at a uniform rate for each type of Building Lot; provided, however, the basis and rate of Assessments for each type of use may be varied.

**9.6 Date of Commencement of Assessments.** The obligation to pay Assessments shall commence as to each Building Lot on the first day of the month following: (a) the date the Owner takes title to the Building Lot; or (b) the month in which the Board first levies Assessments pursuant to this Article, whichever is later. The first annual Regular Assessment levied on each Building Lot be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Building Lot.

**9.7 Exempt Property.** The following property shall be exempt from payment of Regular Assessments and Special Assessments:

- (a) all Common Area owned by the Association, if any;
- (b) any property dedicated to and accepted by any governmental authority or public utility; and
- (c) any property held by a conservation trust or similar nonprofit entity as a conversation easement, except to the extent that any such easement lies within the boundaries of a Building Lot which is subject to Assessment (in which case the Building Lot shall not be exempted from Assessment).

**9.8 Capitalization of Association.** Upon acquisition of record title to a Building Lot by the first Owner thereof other than Declarant or a builder, a contribution in the amount of One Hundred Dollars (\$100) shall be made by or on behalf of the purchaser to the working capital of the Association; provided, however, the provisions of this Section 9.8 shall not apply to Building Lots owned by an Owner other than a builder or Declarant as of the date of this Declaration. This amount shall be in addition to, not in lieu of, the annual Regular Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration or the Project Documents.

**9.9 Regular Assessments.** All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

**9.10 Purposes of Regular Assessments.** The proceeds from Regular Assessments are to be used for all costs and expenses incurred by the Association for the conduct of such Association's affairs, including without limitation attorney's fees and other professional fees (collectively, the "Expenses").

**9.11 Computation of Regular Assessments.** The Regular Assessments per lot for each of fiscal year 2018 shall equal \$225.00 per year. Thereafter, the computation of Regular Assessments by the Association shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with Grantor or other entities for payment of Expenses.

If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year, in which event the Regular Assessments shall remain unchanged. The Regular Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses, including reserves. In determining the level of Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Building Lots subject to Assessment on the first day of the fiscal year for which the Assessment is calculated and the number of Building Lots reasonably anticipated to become subject to Assessment during the fiscal year.

**9.12 Amounts Paid by Owners.** The Regular Assessments to be paid by any particular Owner, except for Grantor, for any given fiscal year shall be an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots in the Property subject to this Declaration. The Board may require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to the Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its sole discretion.

**9.13 Grantor's Obligation for Assessments.** Notwithstanding anything contained herein to the contrary, while Grantor is a Class B Member, Grantor shall not be obligated to pay Regular or Special Assessments on its Building Lots.

**9.14 Special Assessments.**

**9.14.1 Purpose and Procedure.** In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for any reason, including, without limitation attorney's fees and/or litigation costs, other professional fees, or for

any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

**9.14.2 Consistent Basis of Assessment.** Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

**9.15 Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the Project Documents or for damage caused by the Owner, or any of such Owner's family, representatives or invitees, or any other portion of the Property.

**9.16 Assessment Period.** Unless otherwise provided in the Project Documents, the Assessment period for all Assessments shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments.

**9.17 Notice and Assessment Due Date.** Thirty (30) days prior written notice of Regular Assessments and Special Assessments shall be sent by the Association to the Owner of every Building Lot subject thereto, and to any Person in possession of such Building Lot, except Grantor. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of the month unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after due. There may accrue, solely at the Board's discretion, on each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, there may accrue, solely at the Board's discretion, on each installment payment delinquent for more than twenty (20) days, interest at the lesser of (a) eighteen percent (18%) per annum or (b) the highest rate permitted by law, calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein.

**9.18 Reserve Budget and Capital Contribution.** The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Regular Assessments over the budget period.

**9.19 Estoppel Certificate.** The Association, upon at least twenty (20) days' prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates through which any Assessments have been paid by such Owner. Any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of Owner's Building Lot. Reliance on such statement may not extend to any default of such Owner of which the signor of such statement shall have had no actual knowledge.

**9.20 Special Notice and Quorum Requirements.** Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting of the membership called for the

purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any Person in possession of a Building Lot, not less than fifteen (15) days nor more than sixty (60) days before such meeting.

## **ARTICLE 10. ENFORCEMENT OF ASSESSMENT; LIENS**

**10.1 Right to Enforce.** The Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative(s) may enforce the obligations of Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

### **10.2 Assessment Liens.**

**10.2.1 Creation.** There is hereby created a claim of lien on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Jerome County Recorder's Office. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

**10.2.2 Claim of Lien.** Upon default of any Owner in the payment of any Regular Assessment, Special Assessment or Limited Assessment issued hereunder, the Association may cause to be recorded in the Jerome County Recorder's Office a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

**10.3 Method of Foreclosure.** Such lien may be foreclosed by appropriate action in court or as otherwise permitted by statute.

**10.4 Subordination to Certain Trust Deeds.** The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a Mortgage given and made in good faith and for value that is of record as an AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE SUBDIVISION -19

encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article, with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

## **ARTICLE 11. INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS**

**11.1 Member's Right of Inspection.** The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of such Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of such Association.

**11.2 Rules Regarding Inspection of Books and Records.** The Board of the Association shall establish reasonable rules with respect to notice to be given to the custodians of the records by the Persons desiring to make the inspection; hours and days of the week when such inspection may be made; and payment of the cost of reproducing copies of documents requested pursuant to this Article.

**11.3 Director's Rights of Inspection.** Every director of the Board of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of such Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## **ARTICLE 12. IRRIGATION WATER**

**12.1 Non-Potable Water.** The irrigation system may contain inherent dangers. Use of the irrigation system shall be subject to such rules, regulations, laws and ordinances, as may be adopted and amended from time to time, of the local jurisdiction, State of Idaho, and federal government, if any, governing the use of the irrigation system. To the extent required by applicable law, each Owner shall clearly mark every non-potable water tap on such Owner's Building Lot with a warning label or sticker, and shall maintain such label or sticker. Cross-connections of any type or kind whatsoever between the irrigation system and potable water lines must be inspected and approved by the applicable governmental entities and the Design Committee.

**12.2 No Liability for Quality or Quantity of Water.** To the extent permitted by law, neither the Grantor nor the Association (nor any of its or their employees, agents, officers, members, shareholders, directors, or managers thereof) shall have any liability of any kind to any Owner, occupant and/or any other Person for any losses, damages, or bodily injuries relating in any respect to the quantity or irrigation water or the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. To the extent permitted by law, each Owner, occupant and/or other Persons accepts the risk of using the irrigation water and waives and releases any and all claims relating hereto.

**12.3 Maintenance of Underground Pipe and Water Lines.** Each Owner shall be solely responsible for (a) the installation and maintenance of any underground pipe or water lines located on

such Owner's Building Lot that service such Owner's Building Lot, and (b) the maintenance of any underground pipe or water lines located on such Owner's Building Lot that service other Owners within the Property.

### ARTICLE 13. DRAINAGE/GRADING

**13.1 General Grading/Drainage.** Each Owner shall grade and drain such Owner's Building Lot or property (and maintain that grading and drainage) to prevent the runoff or drainage of water onto any adjacent Building Lots or into the streets. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property or into the streets. The drainage areas on each Building Lot, and any improvements thereon, shall be maintained continuously by the owner of such Building Lot. Runoff from roof and rain gutter downspouts shall be directed in such a way as to avoid discharge of excessive amounts of water onto neighboring Building Lots.

**13.2 Storm Water Retention.** Each Owner shall be responsible for the retention of storm water runoff on their respective Building Lot. No structures, Improvements, planting or other material shall be placed or permitted to remain which may impede or alter drainage flows in such a way that it travels unnaturally onto neighboring Building Lots. Fencing will be allowed along property lines, subject to restrictions set forth elsewhere in this Declaration; provided, however, that such fencing does not obstruct the flow of water across drainage paths.

### ARTICLE 14. MISCELLANEOUS

**14.1 Term.** The Restrictions created hereunder shall be perpetual, subject only to extinguishment by the holders of such Restrictions as provided by law. The Restrictions of this Declaration shall run until December 31, 2027, unless amended as herein provided. After December 31, 2027, such covenants, conditions and restrictions shall be automatically extended for such successive periods of five (5) years each unless, by a vote of a majority of the voting power of the then Owners it is agreed to change the Restrictions in whole or in part.

#### **14.2 Amendment.**

**14.2.1 By Grantor.** Until the recordation of the first deed to a Building Lot to an Owner other than the Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively, "amendment") by Grantor by recordation of a written instrument setting forth such amendment.

**14.2.2 By Owners.** After the recordation of the first deed to a Building Lot, any amendment to any provision of the Declaration, other than to this Article, shall be by an instrument in writing signed and acknowledged by at least two-thirds (2/3) of the total voting power of the Owners, except where a greater percentage is required by express provision in this Declaration; *provided, however,* that the Class B Member (if any) must also consent in writing to any such vote, and such amendment shall be effective upon its recordation with the Jerome County Recorder's Office. Any such amendment to this Article shall require the written consent of seventy-five percent (75%) of the voting power of Owners; *provided, however,* that the Class B Member (if any) must also consent in writing to any such vote.

**14.2.3 Effect of Amendment.** Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Building Lots notwithstanding that such Owners may not have consented to such amendment. Such amendments

may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Building Lot(s) which existed prior to such amendment.

### **14.3 Enforcement and Non-Waiver.**

**14.3.1 Right of Enforcement.** Except as otherwise provided herein, any Owner or Grantor shall have the right to enforce any or all of the provisions hereof against any portion of the Property and against Owners thereof.

**14.3.2 Violations and Nuisances.** The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provisions of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor or any Owner for recover of damages or for negative or affirmative injunctive relief or both.

**14.3.3 Violation of Law.** Any violation of any State, municipal or local law, ordinances or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth in this Declaration and any and all enforcement procedures in law and equity.

**14.3.4 Remedies Cumulative.** Each remedy provided herein is cumulative and not exclusive.

**14.3.5 Non-Waiver.** The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

**14.4 Interpretation.** The provision of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

**14.4.1 Restrictions Construed Together.** All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

**14.4.2 Restrictions Severable.** Notwithstanding the provision of the foregoing Subsection 14.4.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity of partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

**14.4.3 Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**14.4.4 Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

**14.5 Notices.** Any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by facsimile or by U.S. mail. If delivery is made by U.S. mail, delivery shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or

to the residence of such Person if no address has been given to the Association, or to the address of such Person as contained in the Jerome County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

[Remainder of page left intentionally blank.]



IN WITNESS WHEREOF, the undersigned have duly executed this Declaration effective the date first above written.

**DECLARANT:**

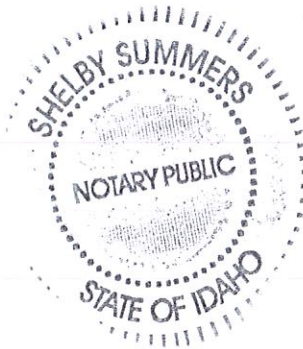
KEYSTONE CONSTRUCTION & DEVELOPMENT, INC., as successor to Maple Ridge Development, LLC

By: [Signature]  
Colby J. Walter, President

STATE OF IDAHO )  
 )ss.  
County of Twin Falls )

On this 9<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared COLBY J. WALTER, known or identified to me to be the president of KEYSTONE CONSTRUCTION & DEVELOPMENT, INC., the entity that executed the instrument, and acknowledged to me under oath that he executed the same on behalf of such entity as his true and lawful act and deed.

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



Shelby Summers  
Notary Public for Idaho  
Residing at: Twin Falls, ID  
My Commission Expires: June 5, 2021<sup>88</sup>