

ACCOMMODATION

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
NORTH MEADOWS TOWNHOMES**

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THIS DECLARATION is made on the date hereinafter set forth by **ZENTIH HOMES, LLC**, an Idaho Limited Liability Company, hereafter referred to as "Declarant".

WITNESSETH

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

NORTH MEADOWS TOWNHOMES SUBDIVISION, according to the official plat thereof, recorded in Book 51 of Plats at Pages 53 a Instrument No. 2021-000400 recorded on the 4th day of January, 2021, records of Canyon County, Idaho.

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

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with, the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

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ARTICLE I: DEFINITIONS.

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to NOTH MEADOWS TOWNHOMES Subdivision Homeowners Association, Inc. a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private driveway, storm water system and recreational facilities) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lot(s) _1 thru 20_ North Meadows Townhomes Subdivision, according to the official plat thereof.

Section 4. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas.

Section 5. "OWNER" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "DECLARANT" shall mean and refer to ZENITH HOMMES, LLC, an Idaho Limited Liability Company, its successors, and subject to the provisions of Article XIII, Section 4 , below, its assigns.

Section 7. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Recorder of Canyon County, State of Idaho.

Section 8. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with all projections therefrom.

Section 9. "MORTGAGE" shall mean any mortgage, deed of trust, or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 10. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the Mortgagee, trust beneficiary, or creditor under the Mortgage.

Section 11. "FIRST MORTGAGEE" shall mean any Mortgagee possessing a lien on any Dwelling Unit first and prior to any other Mortgage.

Section 12. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 13. "PLAT" shall mean a final subdivision plat conveying any real property in North Meadows Townhomes Subdivision as recorded in the office of the County Recorder, Canyon County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 14. "SHARED DRIVEWAY" shall mean that certain shared driveway to be owned and maintained by the Association as a part of its Common Area which provides access. The use of the term "Shared Driveway" shall include all improvements located thereon. The middle section of the paved parking area, outside of the marked parking areas shall be a shared driveway for all members of the association and shall be kept clear for access to all units.

Section 15. "SUBDIVISION" shall mean the North Meadow Townhomes Subdivision as shown on the final Plat recorded in the Office of the County Recorder, Canyon County, Idaho.

Section 16. "SHORT TERM RENTAL" shall mean any initial lease period of less than sixty (60) days.

ARTICLE II. PROPERTY RIGHTS.

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association to levy reasonable assessments for the maintenance of any landscaping improvement or other facilities situated upon the Common Area.
- B. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- C. The right of the Association to limit the number of members permitted to use the Common Area.
- D. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant), and that any conveyance or mortgage of the Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- E. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated, or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.
- F. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of the Common Area by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of the Common Area during certain times and reasonable regulations, and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contact purchasers, provided they reside on the property at the time of use.

ARTICLE III: HOMEOWNERS ASSOCIATION.

Section 1. Membership: Every Owner of a Lot shall be a member of the 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. 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 Area or Lots in subdivision.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of 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 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 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 for each Lot owned shall be entitled to three (3) votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A memberships equal the total votes outstanding in the Class B membership.

Section 3. Assessments:

- A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:
1. Regular annual or other regular periodic assessments or charges; and
 2. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection, and reasonable attorney's fees shall be charged on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, cost of collection, and reasonable attorney's fee, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

Section 4. Purpose of Assessments:

- A. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, for the operation, maintenance, repair, and improvement of the Irrigation Water Supply System, the Common Area and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, and for any other purpose reasonable authorized by the Directors of the Association.
- B. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the Board of Directors of the Association may fix the annual assessments at an amount necessary to provide for the reasonable expenses of the Association: and said assessment shall be payable to the Association in regular monthly, quarterly, semi-annual or annual installments as may be determined by the Board of Directors.
- C. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, the Irrigation Water Supply System, or for any of the Association's obligations set forth herein, provided that any such assessment shall have the assent of two-thirds (2/3) on the votes of those members who are voting in person or by proxy at a meeting

duly called for this purpose. Any such special assessment shall be payable over such a period the Homeowners Association shall determine.

- D. **Notice and Quorum for Any Action Authorized Under Section 3D:** Written notice of any meeting called for the purpose of taking any action authorized under Section 3D, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- E. **Uniform Rate of Assessment:** Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots, and will be charged equally to each Lot.
- F. **Date of Commencement of Annual Assessments-Due Dates:** The annual assessments provided for herein shall commence as to a Lot sold on the first day following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the 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 Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- G. **Effect of Nonpayment of Assessments-Remedies of Association:** In the event any assessment is not paid within thirty (30) days after the due date, the Owner shall be subject to a late fee in the amount set by the Association for each month or part thereof that the assessment shall be delinquent, which said late fee shall be added to and become a part of the assessment provided in this section. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- H. **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.

- I. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:
 1. All property dedicated to and accepted by a Local public authority;
 2. The Common Area;
 3. All other properties owned by the Declarant or the Association, including the shared driveways for lots _1 thru 20_.
 4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

Section 5. Lien Foreclosure:

The Association shall have the ability to initiate and conduct judicial and non-judicial foreclosure proceedings, as allowed by Idaho law. Non-judicial foreclosure shall be conducted in the same manner as for deeds of trust. The Association shall have the power of sale and to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure; (a) no right to vote shall be exercised on its behalf; and (b) no assessments shall be charged or levied on it. Suit to recover a money judgement for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Transfer Fees and Fines.

- A. Transfer Fee. Pursuant to Idaho Code § 55-3103(f), upon the sale or transfer of a Lot within the Association, a transfer fee in the amount established by the Board shall be paid to the Association at the time of conveyance or transfer. The initial transfer fee shall be \$300.00. This transfer fee shall be for the benefit of the Association, its members and property and shall be utilized for the purposes set forth in the Association's Governing Documents.
- B. Fines & Hearing Process. Following notice and procedure, as required by the Idaho Code § 55-115, the Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of terms and conditions of the Governing Documents in an amount established by the Board and establish a hearing process. The Board may designate a manager or agent to assist in the violation, fine and hearing process. Further, the Board may independently take legal action, when needed, to correct or enjoin violations of the Declaration related to construction, improvements or other violations.

ARTICLE IV: SHARED DRIVEWAY.

Access to All Lots is provided by a shared driveway to be constructed by Declarant and owned and operated by the Association as part of the Commons Area. Said Shared Driveway is dedicated and restricted to the perpetual and indefeasible right of ingress over and across said driveway for the exclusive use and benefit of the Owners and Residents of those Properties, their guests and invitees. The perpetual right of ingress and egress over and upon said Shared Driveway may not be terminated or extinguished without the written consent of all Owners, the Association, and any and all parties having any interest in the Properties.

ARTICLE V: EASEMENTS.

Section 1. Future Easements. The Association shall have the future right to provide for such easements across, upon, and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, any public utilities (including cable television, Nampa Sewer and Water, ect), drainage, access, subterranean irrigation lines, and eave and balcony overhangs.

Section 2. Encroachments. In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area or adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

Section 3. Easement for Maintenance: Declarant and the Association shall have a permanent easement to go upon the privately-owned property of Owners in this subdivision to perform maintenance upon the Properties and the Common Area, including, but not limited to,

lawn maintenance, perimeter fence maintenance, utility service maintenance (Declarant and Association Members to refer to the North Meadows Townhomes Subdivision Storm Water Operation and Maintenance Manual by ABCO Engineering). This together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions and the operation, maintenance, and repair of utility service connections and drainage systems, as well as snow removal for shared driveways.

Section 4. Shared Driveway: Vehicular access to ALL Lots shall be a common driveway to be constructed in the locations depicted on the General Site Plan. Each of the said Lots are subject to cross easements providing perpetual and indefeasible across rights for ingress and egress to the lots encumbered by the easements. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the lots taking access over them. No Owner or other person shall place or permit to be placed across the easement premises any obstruction or in any manner otherwise interfere with the use of the easement premises by the Owners of said lots without the mutual consent of all such Owners.

ARTICLE VI: PARTY OR CONTIGUOUS WALLS.

Section 1. General Rules of Law Apply: Each wall which is built as a part of the original construction of the units upon the property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall and proportioned to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice however to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing: Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners or successors entitled.

Section 6. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII: MAINTENANCE RESPONSIBILITY.

Section 1. By Association:

- A. The Association shall provide all reasonable required maintenance and repairs to (a) the Common Area and improvements thereon, (b) the Shared Driveway, (c) the storm water drainage and retention system, (d) the perimeter fencing constructed by Declarant, (e) the asphalted portions of the shared driveway, (f) the sprinkler irrigation system on all lots and common areas, (g) the lawns located in the front and rear yards of each Lot, (h) the landscaping improvements located in the front and rear yards of each Lot if needed, and (i) shall provide snow removal for the shared driveway and the sidewalks along 2nd Avenue North. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.
- B. The Association shall maintain and keep in good order and repair the exterior of all Units, including but not limited to the roof thereof, any private decks, fences, and courtyards, all planter areas, trees and shrubs located in the front yard of each Lot and all landscaping improvements located in the rear yard of each Lot. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction. Exterior wall maintenance by the Association does not include:

structural supports, insulation, other items between the interior wall surface and the exterior wall surface, doors, doorframes, garage doors, windows, window frames, window wells, skylights, patio doors, or glass of any kind. All other components or Improvements within the Lot, including the Dwelling Unit that are not specifically assigned to the Association herein shall be maintained by Owners.

Section 2. By Owners.

Owners maintain all items immediately inside the exterior walls, including, but not limited to, structural supports, insulation, other items between the interior wall surface and the exterior wall surface, doors, doorframes, garage doors, windows, window frames, window wells, skylights, patio doors, or glass of any kind. All other components or Improvements within the Lot, including the Dwelling Unit that are not specifically assigned to the Association herein shall be maintained by Owners.

ARTICLE VII: PROPERTY USE RESTRICTIONS.

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

- A. Lot Us: No Lot, with the exception of the Common Area, shall be used except for a single-family residential purposes. No Lot or Common Area shall be used for the conduct of any trade, business or professional activity, except for such occupants as may be permitted pursuant to and under the provisions of the ordinances of the City of Nampa. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinance, laws, statutes, and regulations and with the City of Nampa, as the same may be amended from time to time.
- B. Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that 2 dogs, or 2 cats, or 1 dog & 1 cat, or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee(see Article IX). Any dog outside a Dwelling Unit or fenced area must be on a leash, cleanup of animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any

electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee and that in no event shall said boundary extend beyond the front plane of the Dwelling Unit constructed on said Lot.

- C. Garbage and Refuse Disposal: No part of said Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Properties except in a sanitary container. Any equipment for the storage or disposal of such material must be kept inside the Owner's garage.
- D. Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed antennae or satellite dishes shall be erected on the Properties without the prior approval of the location by the Architectural Control Committee. Garage doors shall, to the extent possible, remain closed at all times that the garage is not in active use by the Owner or occupant.
- E. Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuildings shall at any time be used as a residence temporarily or permanently on any part of said Properties including in the back patios or backyard areas.
- F. Parking and Storage of Vehicles and Equipment: Parking of boats, trailers, motorhomes, trucks, truck campers, commercial vehicles, commercial trailers, motorcycles, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on the Common Area, nor on the Shared Driveway, nor on the street in front of homes, as may be prescribed in writing by, and at the sole discretion of, the Board of Directors on the Homeowners Association, which discretion may not be challenged for having been exercised unreasonably; provided, however, that boats, trailers, campers, motorhomes and similar recreational vehicles may be parked on a Lot for a period not to exceed 48 hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. All other parking or storage of any other equipment shall be prohibited, except as approved in writing by the Board of Directors of the Homeowners Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.
- G. Sight Distance at Intersections: No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any Lot in violation of the sight obstruction policies of the Canyon County Highway district.
- H. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation, and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit (including a month-to-month rental agreement), and all such Leases Shall be inwriting. Short Term Rental of a

Dwelling Unit is prohibited. Any lease must also comply with the provisions noted in Addendum A and present these provisions to tenants for their agreement and signature(s). Other than foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

- I. Sewer Restrictions: All bathrooms, sink and toilet facilities shall be located inside the Dwelling Unit and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each lot.
- J. Fences: All fences, including fences around dog runs or other uses, must be approved in advance by the Architectural Control Committee as to design, materials, and location. No such fence shall extend beyond the front plane of the Dwelling Unit constructed, or to be constructed, on the Lot.
- K. Parking Rights: Subject to the provisions of paragraph F above, any automobile or other vehicle used by an owner or guest may be parked in the driveway or garage which is a part of the Dwelling Unit. There are two (2) parking spots per Dwelling Unit. Guest are only allowed to use either the assigned parking spots assigned to the owner they are visiting, or any of the unsigned spots only.
- L. Irrigation System: Pressurized irrigation will be provided to each Lot. The cost for the irrigation water will be part of the HOA dues.
- M. Backyard Patio and Yard: Backyards and Patios must be kept tidy and clear of waste and debris. There will be no storage of tires, paint, or other hazardous materials in the backyards or patios. Patio Furniture, playsets and bbq's will be allowed.

ARTICLE IX: ARCHITECTURAL CONTROL.

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Board of Directors of the Homeowners Association. The Board of Directors of the Homeowners Association shall appoint members to the Architectural Control Committee at each annual meeting of the Board.

Sections 2. Approvals Required: No building, fence, wall, patio cover, window awning, or other structure or landscaping improvements or any type, shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area, Shared Driveway, or any property, nor shall any exterior addition, change or alteration of existing improvements be made until the plans and specifications showing the nature, kind, shape, configuration, height, materials, locations, and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee

as to the harmony of external design and location in relation to surrounding structures and topography, and as to conformity with requirements on this Declaration. The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction, or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing any such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of any proposed alteration. Sheds or paly structures are not allowed. The Architectural Control Committee may also consider whether the design of the proposed alteration is in harmony with the surroundings, the effect of the alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement or alteration. Actual alterations shall comply substantially with the plans and specifications approved.

Sections 3. Submissions: Request for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonable requested by the Architectural Control Committee.

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt such rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, to be consistent with the provisions of this Declaration, pertaining to matters of designs, materials, colors, and aesthetic interest. Any such rules and regulations may be amended from time to time, at the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of the Architectural Control Committee's discretion, it being the intent of the Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Waiver: The approval of any plans, drawings or specifications for any alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 6. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Homeowners Association, any Owner, or any other party, for any damage

suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 7. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and the sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purpose.

ARTICLE X: INSURANCE AND BOND

Section 1. Insurance: The Association shall obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including without limitation, the following if insurance:

- (a) Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for full insurable replacement value of all improvements, equipment, and fixtures located within the Subdivision.
- (b) Comprehensive public liability insurance the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area.
- (c) Limits of liability of such coverage shall be as follows:

- (i) Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.
 - (ii) Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).
- (d) Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession on any Association funds or other property.
- (e) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

Section 2. Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

Section 3. Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

Section 4. Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

Section 5. Owners' Individual Coverage. EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT. An HO-6 policy that specifically covers deductible payments pursuant to Section 15.6 is recommended. The Association may choose to alter its deductible amounts from time to time. Owners are responsible to confirm this information with the Association and maintain appropriate insurance accordingly.

Section 6. Owner Responsibility for Association Deductible. In the event of a covered loss payable by Association's insurer for the benefit of an Owner, the Owner shall be responsible for any deductible amount payable to the insurer. In the event of a covered loss payable to multiple Owners, those owners shall be responsible for a proportionate share of the deductible based on the percentage payable to each owner.

ARTICLE XI: CONDEMNATION:

Section 1. Consequences of Condemnation: If, at any time or times, all or any part of the Common Area shall be taken of condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association owing the condemned Common Area.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot.

Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of the Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XII: MORGAGEE PROTECTION.

Notwithstanding anything to the contrary in this Declaration or in the Articles or Bylaws of the Association:

- A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs, and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
- B. The holders of First Mortgage shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- C. Any management agreement for the Properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

ARTICLE XIII: MISCELLANEOUS PROVISIONS.

Section 1. Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

- (a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.
- (b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.
- (c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

Section 2. Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

Section 3. Limited Liability. Neither the Board, the Architectural Control Committee, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

Section 4. Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

Section 5. No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Subdivision that the Association and the Board have not made any representations or warranties of any kind related to the Subdivision and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Subdivision.

Section 6. Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

Section 7. Non-waiver Provision. The failure to enforce any provision of this Declaration, or the Governing Documents, by the Association is not a waiver of the right to enforce. Likewise, the enforcement or non-enforcement of any provision of this Declaration, or the Governing documents does not establish a precedent that must be followed, or is otherwise binding upon the Association. The rules and enforcement policies of the Association are subject to change. This Declaration and the other Governing Documents are subject to amendment.


Section 8. Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total eligible votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

Section 9. Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

Section 10. Notices. All notices under this Declaration are provided as set forth in the Bylaws, and unless otherwise expressly stated may include digital formats such as email and text messaging.

Section 11. Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

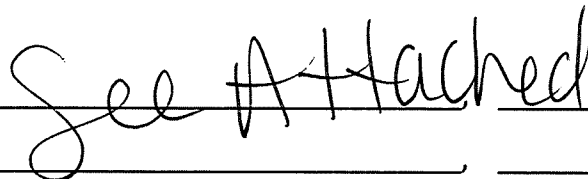
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8 day of January, 2021.



Tatyana Chernyak, manager _____

STATE OF IDAHO)
COUNTY OF CANYON)

On _____, 20___, before me a Notary Public appeared




who acknowledged this Declaration to be their free act and deed.

State of Idaho, County of Canyon, ss.

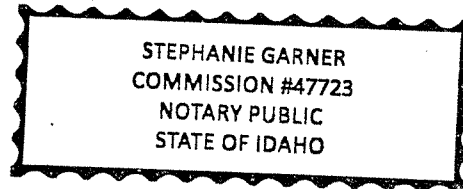
On this 8 day of January 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Tatyana Chervak, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that she executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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



Notary Public for Idaho
Residing In: _____
My Commission Expires: _____
(seal)

Stephanie Garner
Residing in Nampa, Idaho
My Commission Expires 7-31-2024



Addendum A

North Meadows Townhomes, LLC Tenant Provisions for Non-Owner Oc

1. All Cars must have current tags and or must have current registration with DMV.
 2. NO working on cars in, on or around the property.
 3. Tenant must have the water in their names unless a different arrangement has been made with the Landlord.
 4. Only individuals named on the lease are allowed to occupy the property.
 5. No Animals other than those on the lease are allowed if any, at, on or within the property.
 6. Any issues with the property are to made known immediately to the Landlord of the property (tntnventures@gmail.com; 775.770.0828, or via Tenant Cloud)
 7. All repairs are only to be made by a representative of the Landlord. Tenant will not make or attempt to make any repairs at any time.
 8. NO Smoking in the property or dwelling.
 9. Tenant must keep back yard and front yard areas clean of debris and clutter. No paint, tires or other hazardous materials may be stored in the back yard area. If the landscaper cannot perform maintenance work, the cost to remove the debris and clutter will be at the Tenants own expense.
 10. Tenant will not paint or use substances to cause the property to change unless Tenant receives written permission from Landlord. For example: Children writing on walls, painting bedrooms or using bleach on hardwood floors or walls.
 11. Tenant will not store (park for more than 2 days) RV's, cars, boats, or any other vehicle without written permission from Landlord.
 12. Tenant will not have any portable, semi or permanent pool structures on the property at any time.
 13. No outside trampolines allowed.
 14. Unreturned mailbox keys at the end of a lease or rental agreement will result in a \$50 fee per key.
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