

JANELL PLACE SUBDIVISION



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CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT CHRIS L. CONNER AND JANELL M. CONNER, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 (2), ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND THAT GARDEN CITY HAS AGREED IN WRITING TO SERVE THIS SUBDIVISION.

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 4 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 19, T.4 N., R.2 E., B.M., THENCE S 0°00'00" W 780.30 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 4 TO A POINT;

THENCE N 89°51'32" W 30.00 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT OF WAY OF N. PIERCE PARK LANE, THE INITIAL POINT OF THIS DESCRIPTION;

THENCE S 89°51'32" E 5.00 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF N. PIERCE PARK LANE;

THENCE ALONG THE EXISTING RIGHT OF WAY OF N. PIERCE PARK LANE S 0°00'00" W 444.77 FEET TO A POINT THE NORTHERLY BANK OF THE BOISE VALLEY CANAL;

ALONG SAID NORTHERLY BANK THE FOLLOWING:

THENCE N 66°15'00" W 576.86 FEET TO A POINT;

THENCE N 53°40'00" W 137.60 FEET TO A POINT;

THENCE N 59°00'00" W 77.98 FEET TO A POINT;

THENCE N 53°40'00" W 85.46 FEET TO A POINT;

THENCE N 75°00'00" W 14.19 FEET TO A POINT;

LEAVING SAID NORTHERLY BANK:

THENCE N 00°00'00" E 38.39 FEET TO THE SOUTHWEST CORNER OF GREEN VALLEY SUBDIVISION;

THENCE S 89°51'32" E 783.25 FEET TO THE INITIAL POINT OF THIS DESCRIPTION, COMPRISING 4.72 ACRES, MORE OR LESS.

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

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF August, 1992.

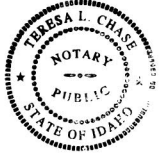
CHRIS L. CONNER

JANELL M. CONNER

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 13th DAY OF August, 1992, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CHRIS L. CONNER AND JANELL M. CONNER, HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

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



NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: 6/15/98

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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

BY
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, CHARLES R. MICKELSON, CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO HEREBY APPROVE THIS PLAT.

CHARLES R. MICKELSON, CITY ENGINEER

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

CERTIFICATE OF SURVEY

I, MICHAEL E. MARKS, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON; AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODES 55-1601 THROUGH 55-1612.

MICHAEL E. MARKS, L.S., NO. 4998

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FORGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 5th DAY OF January, 1994.

CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

APPROVAL OF CITY COUNCIL

I, Annette P. Money, CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 26th DAY OF October, 1993, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE CITY, IDAHO

CERTIFICATE OF COUNTY TREASURER

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER
DATE Apr 21, 1994

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 940-37947 PLAT COPY INSTRUMENT NO. _____

STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Barbara Bauer AT 30 MINUTES PAST 11 O'CLOCK, A.M., THIS 25 DAY OF April, 1994, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 183 OF PLATS AT PAGES 6603 AND 6604.

DEPUTY

EX-OFFICIO RECORDER
for 11.00



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94043494
Renland Munther Beardmore
ADA COUNTY RECORDER
J. DAVID L. WARD
BOISE ID

DECLARATION

1722001664

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

JANELL PLACE SUBDIVISION

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FEE \$700
RECORDED BY REQUEST OF *Cooper*

THIS DECLARATION, made on the date hereinafter set forth by Chris C. Conner d/b/a THREE C COMPANY, a sole proprietorship, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Boise, Ada County, State of Idaho, which is more particularly described as:

Lots 1 through 6, and 8 through 22, all in Janell Place Subdivision, according to the official plat thereof filed April 25, 1994, recorded in Book 65 of Plats at pages 6603 through 6604, Instrument No. 94037947, records Ada County, Idaho, and hereinafter referred to as "Janell Place".

Lot 7 of Block 1, Janell Place Subdivision, according to the official plat thereof filed April 25, 1994, recorded in Book 65 of Plats at pages 6603 through 6604, as Instrument No. 94037947, records of Ada County, Idaho, is specifically excluded from these Covenants, Conditions, Restrictions and Easements and is not included in the Janell Place Homeowners' Association, Inc.

NOW THEREFORE, Declarant hereby declares that all of the land described above, together with improvements existing or hereafter erected thereon, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Assessments" shall mean those payments required of Owners and Association Members.

Section 2. "Association" or "Corporation" shall mean Janell Place Homeowners' Association, Inc., its successors and assigns.

Section 3. "Association Property" shall mean and refer to the Common Area and Common Facilities and, in addition, any property managed and operated for the benefit of Association members.



Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, and shall not be dedicated to the public. The Common Area shall include, without limitation, any or all parcels of Janell Place Subdivision that are designated on the Plat as private streets or drives, emergency access, common open space and common landscaped and parking areas, and easements over certain Lots for parking areas. Initially the Common Area shall consist of the following lots and easements in the Janell Place Subdivision, according to the Plat thereof on file in the office of the Recorder of Ada County, State of Idaho:

All lots are subject to a permanent easement for public utilities, drainage, sewer and Boise City street lights over the ten (10) feet adjacent to N. Pierce Park Lane. This easement shall not preclude construction of hard surfaced driveways and walkways to each lot.

Lot 1, Block 1, is a private street to be used for ingress and egress, parking facilities and storm drainage, and is covered by a blanket easement for the purposes of public utilities, Boise City Sewer, emergency vehicle access, irrigation and and is owned and maintained by Janell Place Homeowners Association, the owners of Lots 3 thru 6 and 10 thru 16 and 18 thru 22 are granted the perpetual right of ingress and egress over Lot 1, with said right running with the land, and with the owners of Lots 3 thru 6 and 10 thru 16 and 18 thru 22 having an undivided interest in said Lot 1;

An access and maintenance easement on Lot 1 and as shown on Lot 17, Block 1, for the operation of the Boise Valley Canal;

Lot 8, Block 1, common area for emergency vehicle access, is for the purpose of emergency vehicle traffic, covered by a public utilities and irrigation easement. No obstructions, parking or non-emergency access is allowed within the limits of said Lot 8, which is to be owned and maintained by the Janell Place Homeowners Association;

Lots 2, 9 and 17, Block 1, common areas, are for the purpose of recreational facilities, parking and carport facilities, retention of storm drainage, irrigation, Boise City Sewer and a public utilities easement, subject to an easement in favor of the Ada County Highway District for the purpose of inspecting and only making emergency repairs to the storm drainage facilities located thereon and over which storm drainage retention areas no building or landscape encroachments shall be allowed except lawns, provided that building overhangs shall be allowed over these lots with the approval of the Janell Place Homeowner's Association; and



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Easements of the following widths are hereby granted to Janell Place Homeowners Association over and across the following lots in Block 1 for parking spaces and canopies, along the length of the boundary adjacent to the private street (Lot 1, Block 1): 10 feet wide on Lot 18 and a portion of Lot 17 as shown on the recorded plat; 14 feet wide on Lot 19; 28.5 feet wide on Lot 10; 29 feet wide on Lots 3, 4, 5, 6, 11, 12, 13, 14, 15, 20, 21 and 22; and 30 feet wide on Lot 16.

Section 6. "Common Facilities" shall mean those physical improvements constructed by Declarant upon Common Area, or upon the 10-foot wide blanket utility easement over each Lot and the Common Area including, without limitation, all street lights (but excluding entry way lights), storm drainage facilities, and canopies over covered parking spaces located on the easement reserved therefor, and perimeter fencing which may or may not be installed around all or part of the boundary of the Development.

Section 7. "Declarant" shall mean Chris C. Conner, doing business as Three C Company, a sole proprietorship, his heirs, successors and assigns provided that such heir, successor or assign has acquired more than one undeveloped Lot from the Declarant for the purpose of development and that such Lots constitute the remainder of the un conveyed Lots in the Development.

Section 8. "Declaration" shall mean this Declaration as it may be amended from time to time.

Section 9. "Development" shall mean that certain real property hereinbefore described, together with all appurtenances, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Dwelling Unit" shall mean each of the four living units within the Fourplex building to be constructed on each Lot.

Section 11. "Fourplex" shall mean the residential improvement to be constructed on each Lot.

Section 12. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Development, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, street signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, storm drains, recreational facilities, and fixtures of any kind whatsoever.

Section 13. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.



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Section 14. "Lot" shall mean any plot of land shown upon any recorded plat of the Development upon which Improvements may be constructed. Unless otherwise required by the context in which it appears, the term "Lot" shall also mean and be construed to include the Improvements constructed thereon. The term as used herein may be meant to include each parcel of property described in this Declaration including the Common Area, or portions thereof, or may in other instances include only those Lots on which a residential dwelling may be constructed, depending on the contract.

Section 15. "Member" shall mean each person or entity holding a membership in the Association.

Section 16. "Mortgagee" shall mean the holder of any mortgage or deed of trust encumbering any Lot within the Development.

Section 17. "Owner" shall mean the person or other entity holding fee simple interest of record to any Lot which is a part of the Development, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

Section 18. "Person" shall mean any individual, partnership, corporation or other legal entity.

Section 19. "Plat" shall mean any subdivision plat covering any portion of the Development as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

Section 20. "Regular Assessment" or "Annual Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating Association Property and exteriors of Lots and Fourplexes, and the other costs of the Association, which is to be levied against each Lot and paid by each Owner to the Association, pursuant to the terms of this Declaration.

Section 21. "Special Assessment" shall mean the portion of the cost of capital improvements or replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration.

ARTICLE II

USE AND REGULATION OF USES

Section 1. Use. (a) Each Lot and each Dwelling Unit situated thereon shall be used for residential purposes only, on an ownership, rental or lease basis; and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude use by Declarant for any purposes permitted under this Section. Notwithstanding the foregoing, Declarant may conduct sales



activities for all Lots owned by Declarant, and the Association and its agents may conduct property management activities in and about all of the Development.

(b) Each Dwelling Unit is restricted to single family residential use; "family" shall mean and refer to a group of individuals, residing or desiring to reside as a family, which includes no more than two adult persons who are unrelated by blood or marriage to each other or to any other person residing in the Dwelling Unit.

(c) Occupancy of a Dwelling Unit shall be limited generally to a maximum of two persons per bedroom so that in most or all of the Dwelling Units, in each of which there are two bedrooms, occupancy would generally be limited to a maximum of four (4) persons, absent a change by the Board in the occupancy guidelines applicable to Dwelling Units.

(d) Parking spaces are restricted to use for parking of operative motor vehicles, but not for storage. Any motor vehicle otherwise allowed to park within the Project shall not be parked continuously for longer than one week in any uncovered parking space, or such vehicle will be treated by the Board as inoperable. Eight covered spaces shall be reserved for each Fourplex but the assignment of particular spaces may be changed from time to time in the discretion of the Board. The initial assignment of covered spaces is described in Exhibit "A" hereto. Residents of any Dwelling Unit who altogether have more than two vehicles, and the visitors and guests of residents shall be required to park in unassigned parking spaces, on a first-come-first-serve basis, or outside the Project, unless otherwise provided for by the Board. Residents of the Project may sublease one or both of their assigned spaces to another resident provided that any such subleasing arrangement does not violate the terms of the lease of the Lot Owner, and provided that such subleasing arrangement may not continue beyond the term of the lease of either resident. Motor homes, campers, trailers, all-terrain or recreational vehicles, bicycles and boats may be temporarily parked in uncovered designated parking spaces for a maximum of four (4) hours, or other location designated by the Board. Otherwise, parking of motor homes, campers, trailers, all-terrain or recreational vehicles, bicycles and boats, or similar equipment shall not be placed or allowed upon any portion of the Development (including, without limitation, streets, parking areas and driveways).

Inoperative or dilapidated and unsightly vehicles or similar equipment shall not be allowed in the Development. The Board may require removal of any inoperative vehicle or any unsightly vehicle or any other item or equipment determined by the Board to be objectionable. If the same is not removed after twenty-four (24) hours' written notice, the Board may cause removal at the risk and expense of the owner thereof. Any vehicle, motor home, camper, trailer, boat, equipment or item determined by the Board to be improperly parked or stored may be removed at the risk and expense of the owner thereof immediately following delivery of written notice to the owner thereof or to the owner of the Lot or any adult resident of the Dwelling Unit to which the owner of the vehicle, etc. is a visitor. In all instances in which the Board furnishes the required notice, the Association and the Board shall have no liability for loss or damage to any vehicle or person, or any fine or penalty imposed on the owner thereof, arising out of or in connection with any removal by or on behalf of the Board acting in good faith pursuant to this provision.

Section 2. Regulation of Use. (a) Nothing shall be done or kept in any Dwelling Unit which will increase the rate of insurance on any other portion of the Development without the



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approval of the Owner of such other portion, nor shall anything be done or kept in the Development or any Dwelling Unit which will result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

(b) No Lot, and no Fourplex situated on a Lot, shall be further subdivided or subjected to a condominium, cooperative or similar regime, nor shall any Lot be sold or transferred separately from sale or transfer of the Fourplex situated thereon. In the event a suit for partition is filed involving any Lot or Lots and the structures situated thereon, the Owners thereof shall be required to sell the Lot and Fourplexes all as a single unit and apportion the proceeds between or among the persons or entities entitled thereto.

(c) No activities shall be conducted within the Development, nor shall Improvements be constructed on any part of the Development, which are or might be unsafe or hazardous to any person or property.

(d) No sign of any kind shall be displayed on or from any Dwelling Unit, Fourplex or Lot without the prior consent of the Board except: (1) such signs as may be used by Declarant in connection with development and sale of Lots; (2) signs identifying the Development, private streets or informational signs of customary and reasonable dimensions as prescribed by the Board may be displayed on or from Association Property; (3) one sign of customary and reasonable dimension advertising the availability for rent of one or more of the Dwelling Units, provided that no more than one such sign shall be permitted for any one (1) Owner in the Development without approval by the Board; (4) one sign of not more than 5 square feet advertising a Lot for sale may be installed on the Lot, but the sign shall be removed within five (5) days following sale; and (5) any sign required by the City of Boise or other governmental agency having jurisdiction over the Development.

(e) No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit or on any Lot or the Common Area, whether as pets or otherwise, unless approved by a two-thirds (2/3) vote of the Lot Owners, cast in person or by written proxy at any meeting of the Association Members (which include all Lot Owners). Any animals which may be so approved shall not be raised, bred or kept except in accordance with rules and regulations adopted by the Board. The Board may, at any time after allowing such animal, require the removal of any animal which it finds is creating unreasonable noise or otherwise disturbing other residents, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs allowed, if any, shall abide by Board rules and regulations and, in addition, must be leashed when outside a Dwelling Unit, shall not be kenneled outside a Dwelling Unit, and shall not be allowed in the Common Area. The Owner of any Lot on which a pet is allowed, if any, shall be responsible for immediate, proper removal and disposal of any waste created by such animal.

(f) No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Development, including Association Property, and no odor shall be permitted to arise therefrom, so as to render any portion of the Development unsanitary, unsightly, offensive or detrimental to the Development or to its occupants. No noise or other nuisance, as prescribed in Title 8, Chapter 8 of the Boise City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Development. No person



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shall play upon or allow to be played any musical instrument, or operate or permit to be operated any phonograph, stereo, radio, television set, or other amplified sound system within the Development between the hours of midnight and 7:00 a.m. No Owner shall permit any party or other activity in the Common Area or such Owner's Fourplex which makes or causes to make noises which might tend to unreasonably interfere with the peace and quiet of the other Owners or occupants. No radio or other sound system shall be operated in the Development except at a low sound level. No offensive noise, language or behavior is allowed. The use of fireworks, firecrackers and any type of firearms in the Development is strictly prohibited.

(g) No exterior terrace, balcony or patio shall be used for storage, nor shall clotheslines, antennas, firewood, lumber, scrap, refuse, debris or other unsightly articles be permitted to remain on any Lot so as to be visible from any other portion of the Development. Refuse, garbage and trash shall be kept at all time in such containers and in areas approved by the Board of Directors.

(h) The maximum speed limit within the Development by any motorized or non-motorized vehicle shall be ten (10) miles per hour.

(i) Nothing shall be stored or constructed in, on or about, or removed from, the Common Area except upon written consent of the Board and after procedures prescribed herein or by the Board or by law.

(j) No Owner or resident other than Declarant shall install or place any item on the exterior of his Dwelling Unit or on any Improvement within the Development without the consent of the Board in writing.

(k) No portion of any drapes, blinds or curtains, which are installed on the interior of any Dwelling Unit or other structure, which may be seen from outside such Dwelling Unit or structure, shall be of a color, texture or material which, in the reasonable opinion of the Board or the Architectural Review Committee, is inharmonious with the exterior appearance of all Dwelling Units or structures.

(l) Nothing contained herein shall limit the right of Declarant to subdivide or resubdivide any portion of the Development, to grant licenses, to reserve rights-of-way and easements with respect to Association Property to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Development owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of developing Janell Place so long as any Lot in the Development remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining in the Development such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales or otherwise. Declarant shall have the right at any time prior to conveyance of title to a Lot to a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies or to others as may from time to time be reasonably necessary to the construction and disposition of all property within the Development. Declarant may use any structures owned by Declarant within the Development as models or real estate sales or leasing offices. The rights of Declarant hereunder may be assigned by Declarant



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to any successor in interest in connection with Declarant's interest in any portion of the Development by an express written assignment recorded in the Office of the Ada County Recorder.

ARTICLE III

RIGHTS TO ASSOCIATION PROPERTY

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, as well as his Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association from time to time to adopt rules and regulations governing the use and enjoyment of the Common Area, including assignment of parking spaces, and all areas of the Development outside the Dwelling Units and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to adopt "house rules" to govern conduct within the Project by an Owner, his contract purchaser, agent, tenant, invitee, guest or visitor to the extent that it might unreasonably affect the use and enjoyment of the properties by any other Owner, contract purchaser, agent, tenant, invitee, guest or visitor;

(b) the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining and improving the Common Area and Common Facilities and in support thereof to mortgage said property, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under this Declaration;

(c) the right, along with the similar right of the Association, the Architectural Review Committee, the Declarant and any Lot Owner or Owners, to enforce the provisions of this Declaration as provided for herein;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner, or by the family, guests, invitees or tenants of any 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;

(e) easements reserved herein or on the fact of the plat and the right to grant easements in the Common Area for utilities and similar purposes;

(f) 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment easement for covered parking in the Common Area and Common Facilities, subject to the provisions of this Declaration, to the members of his family, his tenants, guests, invitees or contract purchasers who reside on such Owner's Lot.



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Section 3. Encumbrance of Common Area. The Common Area cannot be mortgaged or conveyed without the approval of at least two-thirds (2/3) of each class of members. If ingress or egress to any Lot or Lots is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement in favor of the Owner of such Lot or Lots, and the members of his family, his tenants, guests, invitees or contract purchasers who reside on such Owner's Lot or Lots, for the purpose of ingress and egress.

Section 4. Damages. Each Owner or other user thereof shall be fully liable for any damage to any Association Property which may be sustained by reason of the negligence or willful misconduct of the Owner or other user, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an assessment against the Owner's Lot and may be collected as provided herein for the collection of other assessments. No Owner shall be liable for any amount greater than is legally allowable under Idaho law.

ARTICLE IV

EXTERIOR APPEARANCE AND MAINTENANCE

Section 1. Uniform Appearance. In order to preserve a compatible exterior appearance of the Fourplexes, the Board shall provide exterior maintenance upon each Lot which is subject to assessment, including paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, except that maintenance of walkways to individual Fourplexes shall not include snow and ice removal unless expressly assumed by the Board as its responsibility. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot or the Fourplex thereon is caused by the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests, tenants or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

The Board shall have the authority of control over such exterior maintenance as otherwise provided in this Declaration of Covenants, Conditions, Restrictions and Easements.

Section 2. Entry for Repairs. In the event of an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Members, their tenants, guests or invitees, or an immediate risk of harm or damage to any of the Dwelling Units or any part of the Development, the Board and its agents or employees, may enter any Lot (but not the interior of any structure thereon) to make repairs or perform maintenance. Such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner, or a family member, tenant, guest or invitee of an Owner, in which case the cost shall be specially assessed to the Lot owned by said responsible Owner). If the repairs or maintenance were necessitated by or for the Lot entered or its occupants, or requested by its Owners, the costs thereof shall be specially assessed to such Lot.



ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS; LIENS AND ENFORCEMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay when due all Assessments or charges made by the Association, including all Regular or Annual, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Such Assessments, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

Section 2. Regular or Annual Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

(a) The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of Association Property, including maintenance of exteriors of Fourplexes, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area and Common Facilities, or other property of the Association or managed by the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

(b) Until January of the year immediately following the conveyance of the first Lot to an Owner, the Regular Assessment shall be Two Thousand Four Hundred and no/100 Dollars (\$2,400.00) annually for each Lot.

(c) The Board of Directors shall fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of each fiscal year, based on its estimate of Expenses for that year. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed by multiplying the net amount of the Association's total advance estimate of Expenses by the fraction produced by dividing the number of Lots attributable to the Owner by the total number of Lots in the Development.

Section 3. Special Assessments. In the event the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to the cost of any construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common



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Area or exterior maintenance, including fixtures and personal property related thereto, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment against the portions of the Development within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. 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.

Section 4. Limited Assessments. Notwithstanding the above provisions with respect to Regular 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 the Member's Lot into compliance with the provisions of the governing instruments for Janell Place or for damage to Association Property which is attributable to a Member as provided in this Declaration.

Section 5. Assessment Period. The Assessments provided for herein shall commence as to each Lot on the first day of the month following the recordation of the deed from Declarant for that Lot or, as to the remaining Lots owned by Declarant, when such Lots are no longer offered for sale to the general public. The Owner shall be required to notify the Board of a change in ownership of the Lot within thirty (30) days following closing of the sale of the Lot. The initial Assessments against each Lot shall be adjusted according to the number of months remaining in the calendar year and may be required by the Board to be paid in full at closing for the balance of that year.

Section 6. Uniform Rate of Assessment. Unless otherwise specifically provided herein, both Regular and Special Assessments shall be fixed at a uniform rate per Lot and may be collected on an annual, quarterly or monthly basis, as the Board may determine, for all Members of the Association, provided that this restriction shall not apply to assessments charged specially to a Lot by reason of their having been necessitated by the acts of the Owner or a tenant, guest or invitee of the Owner.

Section 7. Notice and Assessment Due Date. Written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto prior to the Assessment Period or to the due date for any Special Assessment. The due dates for installment payment of Regular and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum 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 Lot as more fully provided herein. 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.



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Section 8. Estoppel Certificate. The Association shall, upon at least twenty (20) days prior written request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific 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. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

Section 9. Special Notice and Quorum Requirements. The Regular Assessment for any year may be increased by not more than twenty percent (20%) over the previous year, by action of the Board, without a vote of the membership. Written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment by more than twenty percent (20%) over the previous year, shall be sent to all Members of the Association not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 10. Subordination of the Lien to First Mortgages. The lien for the Assessments provided for herein shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided herein with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any 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.

Section 11. Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Lot shall remain subject to this Declaration as amended.

Section 12. Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such 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 attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant hereto to enforce the liens created hereby. A suit to



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recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

Section 13. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at a rate equal to four percent (4%) over the highest prime rate, fully floating, published by the Wall Street Journal. The date of delinquency is the date which is thirty (30) days after the due date of any assessment. Additionally, each late fee shall be added to and charged on each assessment which is not paid by the date of delinquency. 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.

Section 14. Assessment Liens.

(a) There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such 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 attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Ada County Recorder. 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 Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

(b) Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder 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 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.

Section 15. Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its authority or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.



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Section 16. Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

ARTICLE VI

JANELL PLACE HOMEOWNERS ASSOCIATION

Section 1. Membership. Every Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when seventy-five percent (75%) of the Lots have been conveyed by deed to Owners other than Declarant, or
- (b) on December 31, 1999.

Section 3. Power and Duties of the Association.

(a) Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets and affairs, including water rights when and if received from Declarant, and the performance of the other responsibilities herein assigned to it.



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(b) Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association through its Board of Directors, or its agent, if any, shall maintain and repair all Association Property including but not limited to street lights, storm drains, private streets and canopies over certain parking spaces, maintain and repair all Association Property including but not limited to street lights, storm drains, private streets and canopies over certain parking spaces, have the authority and the obligation to conduct all business affairs of the Association and to perform its duties as described in this Declaration, the Articles and Bylaws.

Section 4. Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings shall be given to Members in the time and manner provided for in the Bylaws, which shall also set forth the requirements for a quorum.

Section 5. Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

Section 6. Authority of Board. The Board for the benefit of the Association and the Owners shall enforce the provisions of this Declaration or the By-Laws, shall have all powers and authority permitted to the Association or the Board under the By-Laws and this Declaration, and shall acquire and shall pay for out of the common expenses fund hereinafter provided for, all goods and services requisite for the proper functioning of the Association and the Development, including but not limited to the following:

(a) Water, sewer, garbage collection, electrical, and any other utility service as required for the Association Property, together with landscape maintenance and the removal of snow and debris from private streets parking areas and pathways over Common Area, and also from sidewalks and walkways to each Fourplex if the Association assumes responsibility therefor, and if determined by the Board to be in the best interests of the Association, removal of snow from sidewalks and pathways over and across Lots. If one or more Fourplexes or the Association Property are not separately metered, the above-described utility services may be paid as a common expense, and the Board may by reasonable formula allocate a portion of such expense to each such Fourplex involved as a portion of its common expense. The Board may arrange for special metering of utilities as appropriate.

(b) Policies of insurance providing coverage for fire and other hazard including glass breakage, public liability and property damage, and fidelity bonding as the Board deems necessary or advisable including without limitation the following policies of insurance:

(1) 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 the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Area.

(2) Comprehensive public liability insurance insuring the Board, the Association, the Declarant 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. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage.

(3) Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

(4) 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 of any Association funds or other property.

(5) 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.

(6) 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) Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Lot, such Owner's personal property or such Owner's personal liability, and covering such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance coverage for liability arising under insurance policies which the Association obtains pursuant to this article. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the Owner of the Lot and/or the Mortgagee. Each Owner shall be responsible for his own insurance on the contents of his Fourplex and Dwelling Units, his additions and improvements to his Fourplex and Dwelling Units, the decorations and furnishings, and all personal property whether stored within the Fourplex or elsewhere in the Development, and for public liability for property damage or personal injury caused by the acts or omissions of the Owner or the tenants, agents or employees of the Owner, to the extent not covered by the Association for all Owners in common Association policies.

(c) The services of persons or firms as required to properly manage the affairs of the Association to the extent deemed advisable by the Board, including selection of a property management firm or firms to manage the Association Property and exterior maintenance, as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Development.



(d) Legal and accounting services necessary or proper in the operation of the Association affairs, administration of the Development, or the enforcement of this Declaration or the Articles or Bylaws.

(e) Painting, maintenance, repair, lawn care and watering, landscaping, gardening and fencing for Lots and Association Property; provided that the interior of each Fourplex and the Dwelling Units therein shall be maintained and repaired by the Owner thereof as previously provided in this Declaration.

(f) Exterior maintenance upon each Lot and Fourplex which is subject to assessment as follows: Paint, stain, repair, replace and care for roofs, gutters, downspouts, fences and exterior building surfaces except glass surfaces. In the event that the need for such exterior maintenance or repair is caused through the willful or negligent act of the Owner, his tenants, family, tenants, guests or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot and Fourplex is subject. Each Owner is responsible for the removal of snow, ice and obstructions from the sidewalks and walkway located on such Owner's Lot unless the Association assumes that responsibility on behalf of all Owners.

(g) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Development or for the enforcement of this Declaration; provided that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for a particular Lot, and the Fourplex situated thereon, or its Owner, at the request of the Owner or by reason of the Owner's failure to meet its obligations as provided herein or for damages attributable to Owner, the cost thereof shall be specially assessed to the Owner of such Lot.

(h) Maintenance and repair of any Fourplex, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect or preserve the appearance and value of the Development, and the Owner of said Fourplex has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a Limited Assessment against the Lot of such Owner for the cost of such maintenance or repair. Nothing contained herein nor any undertaking by the Board pursuant to this Section shall oblige the Board to complete such undertaking nor shall the same be construed to oblige the Board to reiterate its undertaking at any time in the future.

(i) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Development or any part thereof, which is claimed to be against the Development, rather than merely against the interest therein of a particular Owner. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the responsible Owners, and their Lots.



(j) The Board shall manage for the benefit of the Association all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

(k) The Board shall not make any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose except for emergency threatening the security of any Improvement in the Development.

Section 7. Easement. The Board and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the exteriors of Lots, Fourplexes and Common Facilities as provided herein or of otherwise discharging the responsibilities and duties, or exercising the authority, of the Board or the Architectural Review Committee as provided in this Declaration.

Section 8. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the By-Laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenants, condition or restriction shall remain in full force and effect. Failure by the Board to enforce any such term, covenant, condition or restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board. This Section also extends to the Declarant's exercising the powers of the Board during the initial period of operation of the Association.

Section 9. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to person or property caused by the elements or the condition of any Common Area caused by the elements, or by another Dwelling Unit or person; or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by residents in the Development or in Dwelling Units. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Development or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Development.

No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or to any other party, including 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, the manager, if any, or any other representative or employee of the Association, the Declarant, or any committee, or any officer of the Association, or the Declarant, provided that



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such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

Section 10. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceedings, whether civil, criminal, administrative or investigative, instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Association and the Development.

ARTICLE VII

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Charter of Architectural Review Committee. The charter of the Architectural Review Committee is to represent the collective interests of all Owners including the Declarant, and to help individual Owners who wish to make exterior alterations following the initial construction of the Fourplexes.

Section 2. Authority of Architectural Review Committee. The Declarant is authorized to appoint an Architectural Review Committee until all Lots have been sold; thereafter the Committee membership shall be appointed annually by the Board of the Association. Each Owner, by acceptance of a deed for his or her Lot, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review.

Section 3. Architectural Control. No building exterior, deck, patio, fence, landscaping, permanent exterior affixed decoration, animal shelter or enclosure, exterior lighting or heating, cooling and other utility systems or accessory structure of any kind shall be altered, erected, or placed on any Lot, or Fourplex or other Improvement constructed or to be constructed thereon, after construction of the Fourplexes by Declarant, unless and until the building plan and plot plan have been reviewed in advance by the Architectural Review Committee and same has been approved in writing, a nonrefundable architectural review fee set by the Board, but no less than \$300, has been paid, and a building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, effects of the proposed structure on use or enjoyment by other residents of neighboring Lots, uniformity of appearance, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements, but the Committee shall have absolute and final authority over construction, additions to or modification of the exterior of the Lots and Fourplexes situated thereon and of all Association Property. It shall not be the intent of these restrictions to control the interior layout or design of said Fourplexes except as specifically provided for in this Declaration.



Section 4. Review of Proposed Alteration. The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval by the Owner pursuant to this Declaration, and perform such other duties which from time to time may be assigned to it by the Board of Directors, including the inspection of construction in progress. The Committee may condition its approval of proposals upon the agreement of the Owner to an additional assessment for the cost of maintenance or on other conditions or may deny requests for approval. The Committee may require submission of additional plans or review by a professional architect. The Committee may issue guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation floor plans, site plans, drainage plans, elevations, drawings and description or samples of exterior material and colors and landscaping. Until receipt by the Committee of any required plans and specifications and the Architectural review fee, the Committee may postpone review of plans. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Committee.

Section 5. Inspection of Approved Alterations. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

(b) Within thirty (30) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period set by the Board but not more than thirty (30) days from the date of the announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce, by any proceeding at law or in equity on behalf of the Association including a levying of a Limited Assessment against such Owner and his or her Lot for reimbursement pursuant to this Declaration.

Section 6. Review of Unauthorized Alterations. The Architectural Committee may identify for review alterations which were not submitted to the approval process as follows:

(a) The Committee or its duly authorized representative may inspect such unauthorized alteration.

(b) If the Committee finds that the work is in noncompliance it shall notify the Owner and the Board in writing of such noncompliance. Upon notice the Board shall determine



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whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(c) If noncompliance exists, the Owner shall remedy or remove the same within a period authorized by the Board but not more than thirty (30) days from the date of the announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce, by a proceeding at law or in equity on behalf of the Association including a Limited Assessment against such Owner and his or her Lot for reimbursement pursuant to this Declaration.

ARTICLE VIII

LICENSES, EASEMENTS AND RIGHTS-OF-WAY

Section 1. Easements of Access. Declarant expressly reserves for the benefit of all the Development reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots, and Common Area, resulting from the normal use of adjoining Lots or Common Area, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping, and sidewalks and walkways. Such reciprocal easements also may be used by Declarant, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Development, for pedestrian walkways over Lots and Common Area, and pedestrian and vehicular ingress, egress, passage and traffic over streets or parking areas comprising a part of the Common Area, and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area.

Section 2. Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the Development. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Development, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of Janell Place until close of escrow for the sale of the last Lot in the Development to a purchaser from Declarant.

(a) In addition to Declarant, the Association shall also have the power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

- (1) 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; and



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- (2) Public sewers, 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 of facilities.
- (3) Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

The right to grant such licenses, easements and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individual executing this Declaration who are in being as of the date hereof.

(b) The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Janell Place Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot whose Improvements were so damaged, and provided, further, that building overhangs may be permitted over Lots 2, 9 and 17, Block 1, with approval of the Architectural Control Committee.

Section 3. Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Lots within the Development with respect utilities shall be governed by the following:

(a) Wherever utility house connections are installed within the Development, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Lot or to have their agent enter upon any Lot within the Development in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

(b) Whenever utility house connections are installed within the Development, which connections serve more than one Lot, the Owner of each Lot served by the Connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

Section 4. Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing



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Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

Section 5. Easement for Perimeter Fencing. Declarant hereby reserves to the Association, its successors and assigns, a perpetual easement for ingress and egress over each Lot for the purpose of installing, maintaining and replacing perimeter fencing along portions of the exterior boundary of the Development.

ARTICLE IX SOLAR ACCESS DEFINITIONS

Section 1. Exempt Tree. Any preexisting vegetation as defined in Article X, Section 2, or any vegetation included on the list of solar friendly vegetation kept by the City of Boise's Public Works and Community Planning and Development Departments.

Section 2. Front Lot Line. The line represented by the connection of the most distant corners of a lot, including flag lots, where said corners are in common with the boundary of a public or private road. For corner lots, the front lot line is designated on the plat.

Section 3. North Slope. The gradient, in percent slope, from the average finished grade of the front lot line of the shade restricted lot to the average finished grade of the solar lot line of a solar lot. The slope must be downward or decreasing in elevation from south to north.

Section 4. Restricted Vegetation. A tree or other vegetation which is either evergreen, or if deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has dense branching pattern which generally tends to block a high level of the sun's rays during the heating season. Refer to the list of "solar friendly" trees on file with the Boise City Public Works and Community Planning and Development Departments.

Section 5. Shade. That portion of the shadow cast by the shade point of a structure or vegetation which exceeds the 11.5 foot fence at the solar lot line at solar noon, January 21.

Section 6. Shade Point. That part of a structure, tree or other object, on a shade restricted lot, which causes the longest shadow (the most northerly shadow) when the sun is due south on January 21st at an altitude of twenty-six (26) degrees above the horizon, except a shadow caused by a narrow object such as a chimney, antenna, utility pole, wire, etc.

Section 7. Shade Point Height. The vertical distance or height measured from the average elevation at the solar lot line to the shade point. If the shade point is located at the north end of a ridge line of a structure oriented within 45 degrees of a geodetic north-south line, the shade point height computed according to the preceding sentence may be reduced by 3 feet. If a structure has a roof oriented within 45 degrees of a geodetic east-west line with a pitch which is flatter than 6 feet (vertical) in 12 feet (horizontal), the shade point will be the eave of the roof. If such a roof has a pitch which is 6 feet in 12 feet or steeper, the shade point will be the peak of the roof.

Section 8. Shade Restricted Lot. Any lot within the subdivision that is southerly of and adjacent to a solar lot. These lots have some restriction on vegetation types and structure height.



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Section 9. Solar Friendly Vegetation. A tree or other vegetation which is included on the solar friendly vegetation list kept by the City of Boise's Public Works and Community Planning and Development Departments.

Section 10. Solar Lot. A lot which has the following characteristics:

1. The front line is oriented within thirty (30) degrees of a geodetic east/west bearing;
2. The lot to the immediate south has a north slope of ten (10) percent or less;
3. Is intended for the construction of an above grounds inhabited structure.

Section 11. Solar Lot Line. The most southerly boundary of a solar lot: the line created by connecting the most distant southerly corners of the solar lot.

Section 12. Solar Setbacks. The minimum distance, measured perpendicular in a southerly direction, from the center of the solar lot line to the shade point of a structure or to restricted vegetation based upon its height at maturity on the shade restricted lot.

ARTICLE X

SOLAR ACCESS

Section 1. Shade Restriction. Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restriction: Any structure or restricted vegetation (solar unfriendly) cannot cast a shadow higher than an imaginary fence 11.5 feet above the solar lot line on solar noon of January 21st when the sun is at an angle of 26 degrees above the horizon. This sun angle at noon on January 21 causes structures, vegetation, and other objects to cast a shadow twice as long as their height. The height of the shade point of a structure on the shade restricted lot is limited to 19 feet at the 15 foot rear yard zoning setback in order that the 11.5 foot high "solar fence" at the north property line of the Shade Restricted Lot is not exceeded. These standards assure that a structure built to the 15 foot rear yard zoning setback, on the Solar Lot located to the north, will not be shaded more than 4 feet above grade on its south wall on January 21 at solar noon.

Section 2. Pre-Existing Vegetation. Restricted vegetation (solar unfriendly), which existed when the subdivision was platted is exempt from the provisions of these covenants, conditions and restrictions. Any lot which would be shaded beyond the allowed shade limit by such vegetation shall not be classified as a Solar Lot.

Section 3. Solar Setbacks. Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback: Solar Setback (in feet) = [Shade Point Height (in feet) - 11.5] x 2. Table 1 below shows a few examples of solar setbacks for given shade point heights:



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TABLE 1

SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT

Shade Point Height	Solar Setback
10'	0'
15'	7'
20'	17'
25'	27'
30'	37'

Section 4. Solar Friendly Vegetation. Certain vegetation is considered "solar friendly" and is not restricted in regards to location on individual lots. Such vegetation is deciduous, dropping its leaves during early fall and regaining them during late spring. Such vegetation also has sparse branching which allows a high level of sunlight to penetrate through. This growth cycle produces shading during summer but allows sun to penetrate during winter. A list of acceptable solar friendly trees is maintained by the Boise City Public Works and Community Planning and Development Departments.

ARTICLE XI

SOLAR ACCESS RIGHTS, DUTIES AND RESPONSIBILITIES

Section 1. Solar Access Rights. The owner(s) of solar lots shall have a right to unobstructed solar access in accordance with these covenants, conditions and restrictions.

Section 2. Solar Access Duties. The owner(s) of any lot shall not build, install, or otherwise allow a structure or non solar friendly tree on that lot to cast more shade at their solar lot line than permitted under these solar access covenants, restrictions and conditions.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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



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Section 3. Duration, Applicability to Successors, and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the voting power of the Association and recorded with the Ada County Recorder. Notwithstanding the foregoing, until the recordation of the first deed to a Lot from Declarant, Declarant shall have the right to amend, modify, clarify, supplement, add to (collectively "amend") or terminate the provisions of this Declaration by recordation of a written instrument setting forth such amendment or termination. An amendment shall be binding on and effective as to all owners and their respective properties notwithstanding that such Owners may not have voted on or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions applicable to the Development but shall not prohibit or unreasonably interfere with uses of such Owner's property which existed prior to such amendment.

Section 4. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been delivered in the United States mail, 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. Such address may be changed from time to time by notice in writing to the Association as provided in this section.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Development. This Declaration shall be construed and governed under the laws of the State of Idaho.

(a) 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.

(b) Notwithstanding the provisions of the immediately preceding paragraph, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

(c) 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.

(d) 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.

Section 6. Successors and Assigns. All references herein to Declarant, Owners, the Association or person shall be construed to include all successors, assigns, partners, principals and authorized agents of such Declarant, Owners, Association or person.



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Section 7. Mortgagees' Right to Satisfy Obligations of the Association. In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Association Property, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a mortgagee's security in any Lot, such Mortgagee may pay said premium after first having served five (5) days, written demand for such payment on the Association. In the event that the association has allowed said insurance policies to lapse, any such mortgagee whose security in any Lot is jeopardized thereby may secure new comparable insurance coverage. In the event that such mortgagee makes payments allowed hereunder, it shall be entitled to prompt reimbursement from the Association.

Section 8. Special Covenant for the Benefit of the City of Boise. Duties and obligations of the Association and of the Owners of all Lots are expressly made a covenant running to and for the benefit of the City of Boise to the extent they pertain to the perpetual requirement of the Association and the Owners of Lots in the Development to maintain the private streets and driveways, private street lights, private street signs, and storm drains. This special covenant for the benefit of the City of Boise, which shall run with the land, may not be amended, nor may the Association be dissolved without the prior express consent of the City of Boise.

Section 9. Annexation. Additional residential property and Common Area may be annexed to the Development with the consent of two-thirds (2/3) of each class of Members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of May 1994.

Declarant: Chris Conner d/b/a
Three C Company, a sole proprietorship

CHRIS CONNER

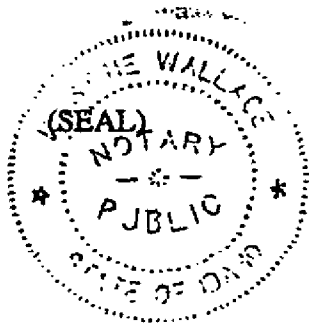
JANEL CONNER

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STATE OF IDAHO)
)ss.
County of Ada)

On this 14th day of May, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Chris Conner and Janell Conner, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

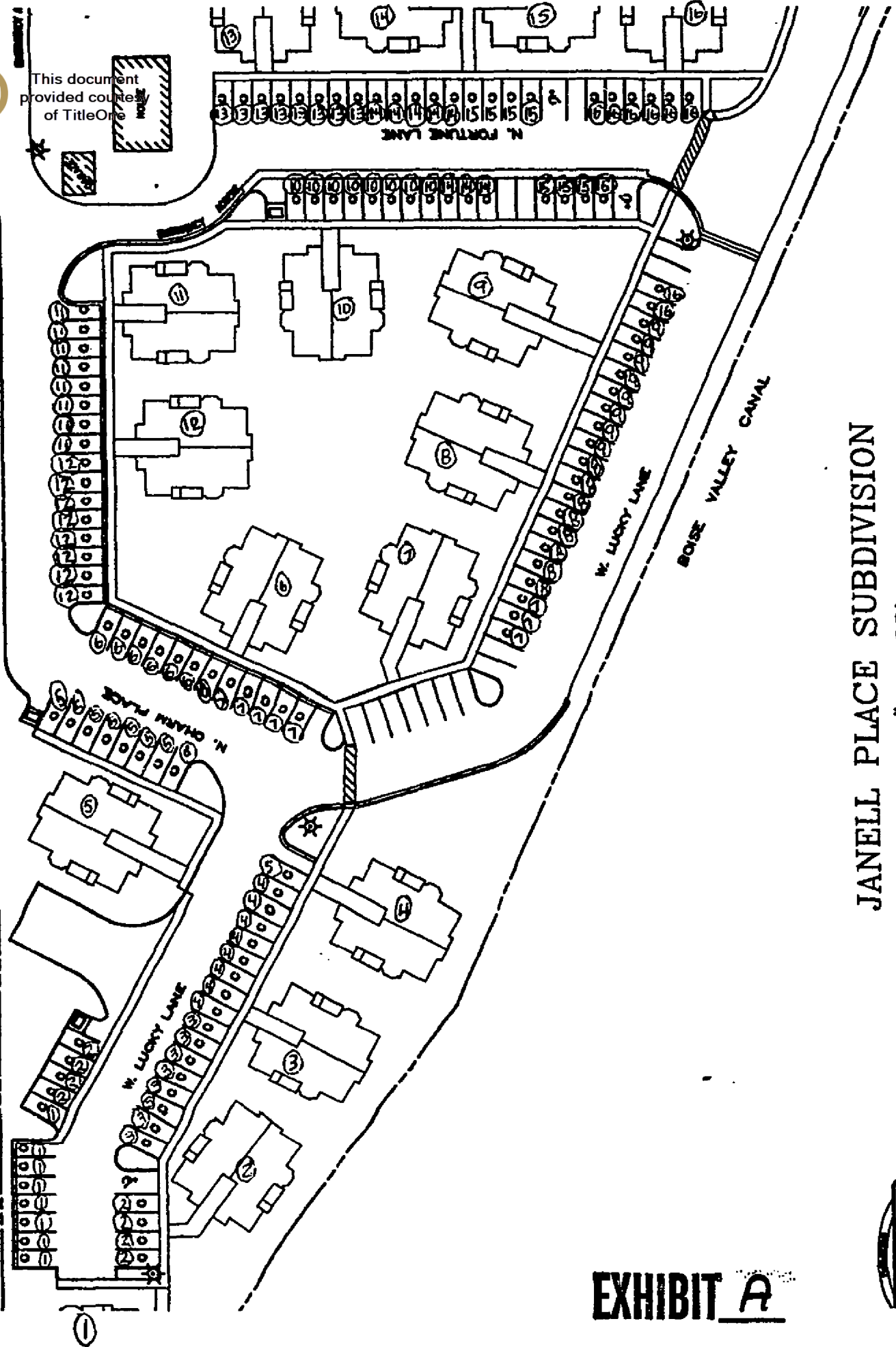
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Justin A. Wallace
NOTARY PUBLIC FOR IDAHO
Residing at: *Case, Idaho*
My Commission Expires: *2/9/99*



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JANELL PLACE SUBDIVISION

1" = 60'

EXHIBIT A





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First Amendment to the Covenants, Conditions, Restrictions and Easements for the Janell Place Subdivision

April 18, 2023

WHEREAS, the Janell Place Homeowners Association, an Idaho corporation, as Declarant, recorded that Declaration of Covenants, Conditions, Restrictions and Easements for the Janell Place Subdivision dated May 6, 1994, recorded as Instrument No. 1994-94043494 on May 10, 1994, in the records of Ada County, Idaho, as may be amended from time to time.

Article – Roof Repair and Replacement

1. Scope

This Addendum is incorporated into and made a part of the existing CC&Rs for the Janell Place Subdivision. This Article establishes guidelines and procedures for roof repairs and replacements within the Subdivision.

2. Responsibility for Repairs:

- **Routine Maintenance:** Homeowners are responsible for the routine maintenance of their roofs, including:
 - Regular inspections for signs of wear, tear, or damage.
 - Clearing debris from roof valleys.
 - Addressing minor leaks promptly.
- **Major Repairs and Replacements:** Homeowners are responsible for repairs to the roof structure itself, including:
 - Damage caused by natural disasters or unforeseen events.
 - Replacement of the entire roof surface if deemed necessary.

3. Approval Process for Roof Replacement by Homeowner:

- Homeowners who desire to replace their roof must submit written notice to the Association Board outlining:
 - The reason for the replacement (e.g., age, damage).
 - The proposed roofing material and color (referencing pre-approved options from Section 4).
 - A detailed project timeline.
 - Proof of contractor licensing and insurance.
- The Association Board will review the request within fifteen (15) business days and grant approval based on compliance with CC&Rs and architectural guidelines.

4. Roof Materials and Colors:



- All roof replacements must utilize materials pre-approved by the Association Board. A list of approved materials and colors will be maintained by the Association and provided to homeowners upon request.
- The purpose of this pre-approval process is to ensure a consistent and aesthetically pleasing appearance for the entire community.

5. Roof Repair Standards:

- All roof repairs and replacements must comply with applicable building codes and industry standards.
- Homeowners are responsible for ensuring their chosen contractor is qualified and licensed for roof work in your jurisdiction.

6. Notification of Roof Work:

- Homeowners must notify the Association Board at least ten (10) days prior to commencing any roof repairs or replacement.
- This notification allows the Association to schedule inspections, notify interested parties, and maintain a record of roof work on each property.

7. Emergency Repairs

- In the event of a roof emergency, such as a major leak or storm damage, the homeowner should take immediate steps to prevent further damage. This may include contacting a qualified roofing contractor for emergency repairs. The homeowner must notify the Association Board as soon as possible after initiating emergency repairs.

8. Responsibility for Costs

- Homeowners are responsible for all costs associated with roof repairs and replacements on their individual properties.

9. Dispute Resolution:

- Any disputes arising from this Addendum will be resolved according to the established procedures outlined in the CC&Rs.

10. Amendment:

- This Addendum may be amended by a two-thirds (2/3) vote of the Subdivision membership following proper notification procedures outlined in the CC&Rs.

Effective Date: This Addendum became effective on April 18, 2023.

Courtney Lehosit

Printed Name, Registered Agent
Janell Place Homeowners Association

[Handwritten Signature]
Signature, Registered Agent
Janell Place Homeowners Association

5/14/2024
Date

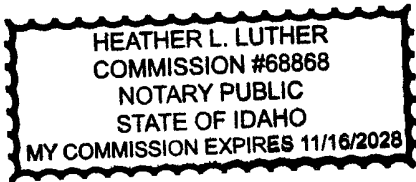
State of Idaho)

County of Ada)

On this 14th day of May, in the year of 2024, before me, the undersigned, a notary public in and for said State, personally appeared Courtney Lehosit, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

** Registered Agent*

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



Notary Public For Idaho: *[Signature]*
Residing at: Kuna, ID
My Commission Expires: 11/16/2028