

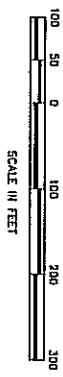
1/4 SECTION 17  
T4N, R17W, E1M, IDAHO  
(SECTION EAST 1/4)

UNPLATTED

PLAT OF  
**TURNBERRY SUBDIVISION NO. 2**

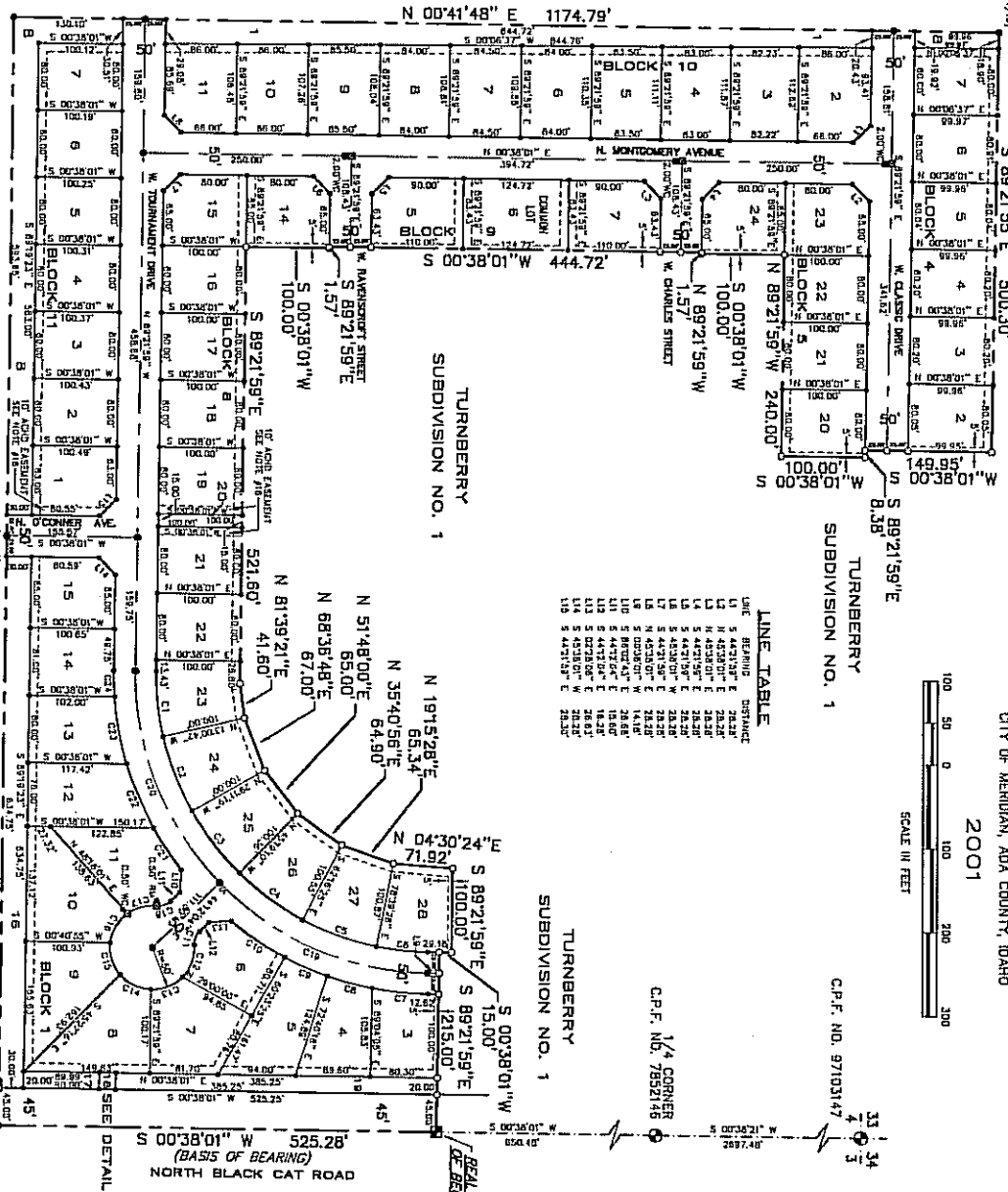
A PORTION OF THE NE 1/4 OF THE SE 1/4,  
SECTION 4, T3N, R17W, E1M,  
CITY OF MERIDIAN, ADA COUNTY, IDAHO

2001



LINE TABLE

LINE	BEARING	DISTANCE
1	S 89°21'59" E	100.00
2	S 89°21'59" E	200.00
3	S 89°21'59" E	200.00
4	S 89°21'59" E	200.00
5	S 89°21'59" E	200.00
6	S 89°21'59" E	200.00
7	S 89°21'59" E	200.00
8	S 89°21'59" E	200.00
9	S 89°21'59" E	200.00
10	S 89°21'59" E	200.00
11	S 89°21'59" E	200.00
12	S 89°21'59" E	200.00
13	S 89°21'59" E	200.00
14	S 89°21'59" E	200.00
15	S 89°21'59" E	200.00
16	S 89°21'59" E	200.00
17	S 89°21'59" E	200.00
18	S 89°21'59" E	200.00
19	S 89°21'59" E	200.00
20	S 89°21'59" E	200.00
21	S 89°21'59" E	200.00
22	S 89°21'59" E	200.00
23	S 89°21'59" E	200.00
24	S 89°21'59" E	200.00
25	S 89°21'59" E	200.00
26	S 89°21'59" E	200.00
27	S 89°21'59" E	200.00
28	S 89°21'59" E	200.00
29	S 89°21'59" E	200.00
30	S 89°21'59" E	200.00
31	S 89°21'59" E	200.00
32	S 89°21'59" E	200.00
33	S 89°21'59" E	200.00
34	S 89°21'59" E	200.00
35	S 89°21'59" E	200.00
36	S 89°21'59" E	200.00
37	S 89°21'59" E	200.00
38	S 89°21'59" E	200.00
39	S 89°21'59" E	200.00
40	S 89°21'59" E	200.00
41	S 89°21'59" E	200.00
42	S 89°21'59" E	200.00
43	S 89°21'59" E	200.00
44	S 89°21'59" E	200.00
45	S 89°21'59" E	200.00
46	S 89°21'59" E	200.00
47	S 89°21'59" E	200.00
48	S 89°21'59" E	200.00
49	S 89°21'59" E	200.00
50	S 89°21'59" E	200.00
51	S 89°21'59" E	200.00
52	S 89°21'59" E	200.00
53	S 89°21'59" E	200.00
54	S 89°21'59" E	200.00
55	S 89°21'59" E	200.00
56	S 89°21'59" E	200.00
57	S 89°21'59" E	200.00
58	S 89°21'59" E	200.00
59	S 89°21'59" E	200.00
60	S 89°21'59" E	200.00
61	S 89°21'59" E	200.00
62	S 89°21'59" E	200.00
63	S 89°21'59" E	200.00
64	S 89°21'59" E	200.00
65	S 89°21'59" E	200.00
66	S 89°21'59" E	200.00
67	S 89°21'59" E	200.00
68	S 89°21'59" E	200.00
69	S 89°21'59" E	200.00
70	S 89°21'59" E	200.00
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72	S 89°21'59" E	200.00
73	S 89°21'59" E	200.00
74	S 89°21'59" E	200.00
75	S 89°21'59" E	200.00
76	S 89°21'59" E	200.00
77	S 89°21'59" E	200.00
78	S 89°21'59" E	200.00
79	S 89°21'59" E	200.00
80	S 89°21'59" E	200.00
81	S 89°21'59" E	200.00
82	S 89°21'59" E	200.00
83	S 89°21'59" E	200.00
84	S 89°21'59" E	200.00
85	S 89°21'59" E	200.00
86	S 89°21'59" E	200.00
87	S 89°21'59" E	200.00
88	S 89°21'59" E	200.00
89	S 89°21'59" E	200.00
90	S 89°21'59" E	200.00
91	S 89°21'59" E	200.00
92	S 89°21'59" E	200.00
93	S 89°21'59" E	200.00
94	S 89°21'59" E	200.00
95	S 89°21'59" E	200.00
96	S 89°21'59" E	200.00
97	S 89°21'59" E	200.00
98	S 89°21'59" E	200.00
99	S 89°21'59" E	200.00
100	S 89°21'59" E	200.00



CURVE TABLE

CHORD	ARC	TANGENT	CHORD BISECTOR	CHORD	ARC	TANGENT	CHORD BISECTOR
13.24	4.87	1.57	6.62	13.24	4.87	1.57	6.62
26.48	9.74	3.14	13.24	26.48	9.74	3.14	13.24
39.72	14.61	4.71	19.86	39.72	14.61	4.71	19.86
52.96	19.48	6.28	26.48	52.96	19.48	6.28	26.48
66.20	24.35	7.85	33.10	66.20	24.35	7.85	33.10
79.44	29.22	9.42	39.72	79.44	29.22	9.42	39.72
92.68	34.09	10.99	46.34	92.68	34.09	10.99	46.34
105.92	38.96	12.56	52.96	105.92	38.96	12.56	52.96
119.16	43.83	14.13	59.58	119.16	43.83	14.13	59.58
132.40	48.70	15.70	66.20	132.40	48.70	15.70	66.20
145.64	53.57	17.27	72.82	145.64	53.57	17.27	72.82
158.88	58.44	18.84	79.44	158.88	58.44	18.84	79.44
172.12	63.31	20.41	86.06	172.12	63.31	20.41	86.06
185.36	68.18	21.98	92.68	185.36	68.18	21.98	92.68
198.60	73.05	23.55	99.30	198.60	73.05	23.55	99.30
211.84	77.92	25.12	105.92	211.84	77.92	25.12	105.92
225.08	82.79	26.69	112.54	225.08	82.79	26.69	112.54
238.32	87.66	28.26	119.16	238.32	87.66	28.26	119.16
251.56	92.53	29.83	125.78	251.56	92.53	29.83	125.78
264.80	97.40	31.40	132.40	264.80	97.40	31.40	132.40
278.04	102.27	32.97	139.02	278.04	102.27	32.97	139.02
291.28	107.14	34.54	145.64	291.28	107.14	34.54	145.64
304.52	112.01	36.11	152.26	304.52	112.01	36.11	152.26
317.76	116.88	37.68	158.88	317.76	116.88	37.68	158.88
331.00	121.75	39.25	165.50	331.00	121.75	39.25	165.50
344.24	126.62	40.82	172.12	344.24	126.62	40.82	172.12
357.48	131.49	42.39	178.74	357.48	131.49	42.39	178.74
370.72	136.36	43.96	185.36	370.72	136.36	43.96	185.36
383.96	141.23	45.53	191.98	383.96	141.23	45.53	191.98
397.20	146.10	47.10	198.60	397.20	146.10	47.10	198.60
410.44	150.97	48.67	205.22	410.44	150.97	48.67	205.22
423.68	155.84	50.24	211.84	423.68	155.84	50.24	211.84
436.92	160.71	51.81	218.46	436.92	160.71	51.81	218.46
450.16	165.58	53.38	225.08	450.16	165.58	53.38	225.08
463.40	170.45	54.95	231.70	463.40	170.45	54.95	231.70
476.64	175.32	56.52	238.32	476.64	175.32	56.52	238.32
489.88	180.19	58.09	244.94	489.88	180.19	58.09	244.94
503.12	185.06	59.66	251.56	503.12	185.06	59.66	251.56
516.36	189.93	61.23	258.18	516.36	189.93	61.23	258.18
529.60	194.80	62.80	264.80	529.60	194.80	62.80	264.80
542.84	199.67	64.37	271.42	542.84	199.67	64.37	271.42
556.08	204.54	65.94	278.04	556.08	204.54	65.94	278.04
569.32	209.41	67.51	284.66	569.32	209.41	67.51	284.66
582.56	214.28	69.08	291.28	582.56	214.28	69.08	291.28
595.80	219.15	70.65	297.90	595.80	219.15	70.65	297.90
609.04	224.02	72.22	304.52	609.04	224.02	72.22	304.52
622.28	228.89	73.79	311.14	622.28	228.89	73.79	311.14
635.52	233.76	75.36	317.76	635.52	233.76	75.36	317.76
648.76	238.63	76.93	324.38	648.76	238.63	76.93	324.38
662.00	243.50	78.50	331.00	662.00	243.50	78.50	331.00
675.24	248.37	80.07	337.62	675.24	248.37	80.07	337.62
688.48	253.24	81.64	344.24	688.48	253.24	81.64	344.24
701.72	258.11	83.21	350.86	701.72	258.11	83.21	350.86
714.96	262.98	84.78	357.48	714.96	262.98	84.78	357.48
728.20	267.85	86.35	364.10	728.20	267.85	86.35	364.10
741.44	272.72	87.92	370.72	741.44	272.72	87.92	370.72
754.68	277.59	89.49	377.34	754.68	277.59	89.49	377.34
767.92	282.46	91.06	383.96	767.92	282.46	91.06	383.96
781.16	287.33	92.63	390.58	781.16	287.33	92.63	390.58
794.40	292.20	94.20	397.20	794.40	292.20	94.20	397.20
807.64	297.07	95.77	403.82	807.64	297.07	95.77	403.82
820.88	301.94	97.34	410.44	820.88	301.94	97.34	410.44
834.12	306.81	98.91	417.06	834.12	306.81	98.91	417.06
847.36	311.68	100.48	423.68	847.36	311.68	100.48	423.68
860.60	316.55	102.05	430.30	860.60	316.55	102.05	430.30
873.84	321.42	103.62	436.92	873.84	321.42	103.62	436.92
887.08	326.29	105.19	443.54	887.08	326.29	105.19	443.54
900.32	331.16	106.76	450.16	900.32	331.16	106.76	450.16
913.56	336.03	108.33	456.78	913.56	336.03	108.33	456.78
926.80	340.90	109.90	463.40	926.80	340.90	109.90	463.40
940.04	345.77	111.47	470.02	940.04	345.77	111.47	470.02
953.28	350.64	113.04	476.64	953.28	350.64	113.04	476.64
966.52	355.51	114.61	483.26	966.52	355.51	114.61	483.26
979.76	360.38	116.18	489.88	979.76	360.38	116.18	489.88
993.00	365.25	117.75	496.50	993.00	365.25	117.75	496.50
1006.24	370.12	119.32	503.12	1006.24	370.12	119.32	503.12
1019.48	374.99	120.89	509.74	1019.48	374.99	120.89	509.74
1032.72	379.86	122.46	516.36	1032.72	379.86	122.46	516.36
1045.96	384.73	124.03	522.98	1045.96	384.73	124.03	522.98
1059.20	389.60	125.60	529.60	1059.20	389.60	125.60	529.60
1072.44	394.47	127.17	536.22	1072.44	394.47	127.17	536.22
1085.68	399.34	128.74	542.84	1085.68	399.34	128.74	542.84
1098.92	404.21	130.31	549.46	1098.92	404.21	130.31	549.46
1112.16	409.08	131.88	556.08	1112.16	409.08	131.88	556.08
1125.40	413.95	133.45	562				

# TURNBERRY SUBDIVISION NO. 2

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT:

BENCHMARK LAND COMPANY, TURNBERRY CROSSINGS II, LLC, AN OREGON LIMITED LIABILITY COMPANY DULY ORGANIZED TO DO BUSINESS WITHIN THE STATE OF IDAHO, 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 COMPLETES WITH IDAHO CODE 50-134(2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND THE CITY OF MERIDIAN HAS AGREED IN WRITING TO BE THE LOT'S IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SE 1/4 OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, BLM, COUNTY OF ADAMSON, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, BLM, SECTION 5 CORNER, W 500.48 FEET ALONG THE EAST BOUNDARY OF THE SE 1/4 OF SAID SECTION 4 TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION; THENCE CONTINUING S 00°30'07" W 528.28 FEET ALONG THE EASTERN BOUNDARY OF THE SE 1/4 OF SAID SECTION 4 TO A POINT; THENCE N 00°41'48" E 174.79 FEET ALONG THE WEST BOUNDARY OF THE SE 1/4 OF SAID SECTION 4 TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 4; THENCE S 89°21'58" E 500.30 FEET ALONG THE NORTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 4 TO THE NORTHWEST CORNER OF TURNBERRY SUBDIVISION NO. 1; THENCE S 00°30'07" W 148.95 FEET TO A POINT; THENCE S 89°21'58" E 8.28 FEET TO A POINT; THENCE S 00°30'07" W 100.00 FEET TO A POINT; THENCE S 89°21'58" E 8.28 FEET TO A POINT; THENCE S 00°30'07" W 100.00 FEET TO A POINT; THENCE S 89°21'58" E 1.57 FEET TO A POINT; THENCE S 00°30'07" W 44.72 FEET TO A POINT; THENCE S 89°21'58" E 1.57 FEET TO A POINT; THENCE S 00°30'07" W 100.00 FEET TO A POINT; THENCE S 89°21'58" E 521.80 FEET TO A POINT; THENCE N 81°39'21" E 41.60 FEET TO A POINT; THENCE N 81°39'21" E 41.60 FEET TO A POINT; THENCE N 35°46'58" E 64.80 FEET TO A POINT; THENCE N 51°40'07" E 65.00 FEET TO A POINT; THENCE N 19°15'29" E 65.34 FEET TO A POINT; THENCE N 04°30'24" E 71.92 FEET TO A POINT; THENCE S 89°21'58" E 100.00 FEET TO A POINT; THENCE S 89°21'58" E 215.00 FEET TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, COMPENSING 17.46 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS SHOWN ON THIS 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 ERECTED WITHIN THE LINES OF SAID EASEMENTS. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 11<sup>TH</sup> DAY OF 19\_\_.

BENCHMARK LAND COMPANY-TURNBERRY CROSSINGS II, LLC, AN OREGON LIMITED LIABILITY COMPANY  
PACIFIC SANTA FE CORPORATION, MEMBER

MARK R. ROCKWELL, PRESIDENT  
*Mark Rockwell*

ERIC A. HICKSTREET, MEMBER  
*Eric A. Hickstreet*

STATE OF Oregon )  
COUNTY OF Adams ) SS  
ACKNOWLEDGMENT

NOTARY PUBLIC FOR OREGON  
RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Adams ) SS  
ON THIS 11<sup>TH</sup> DAY OF February 19\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON, KNOWN OR IDENTIFIED TO ME BY MY NAME, THE PERSONAL APPEARANCE OF THE SIGNER AND EXHIBITION OF THE LIMITED LIABILITY COMPANY CERTIFICATE FOR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



## APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

EMERGENCY RESIGNATIONS OF THIS PLAT ARE HEREBY REVOKED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER, ON HIS ADEN, DURING THE CONDITIONS OF APPROVAL.

NOTARY PUBLIC FOR OREGON  
RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
CENTRAL DISTRICT HEALTH DEPARTMENT  
*Michael E. Warren*

## APPROVAL OF CITY ENGINEER

I, GARY D. SMITH, P.E., CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY ENGINEER  
*Gary D. Smith*

## CERTIFICATE OF COUNTY SURVEYOR

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

COUNTY SURVEYOR *John S. Powell*  
COUNTY SURVEYOR YEARS 3030

## CERTIFICATE OF SURVEYOR

I, MICHAEL E. WARREN, P.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 PLATED THEREON IN CONFORMANCE WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE COMMON PENDING AND PENDING ACT, IDAHO CODE 50-101 THROUGH 50-1012.

MICHAEL E. WARREN, P.L.S. NO. 4988



## ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11<sup>TH</sup> DAY OF February 19\_\_.

## APPROVAL OF CITY COUNCIL

I, \_\_\_\_\_, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 11<sup>TH</sup> DAY OF February 19\_\_ THIS PLAT WAS DULY ACCEPTED AND APPROVED.



## CERTIFICATE OF COUNTY TREASURER

I, *Charles Spalding*, COUNTY TREASURER IN AND FOR THE COUNTY OF ADAMSON, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-130B, DO HEREBY CERTIFY THAT 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 1-16-01

## CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. L0110028190  
STATE OF IDAHO )  
COUNTY OF ADA ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK P.M. ON THIS 16<sup>TH</sup> DAY OF February 2001 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 81 OF PLATS AT PAGES 8815 AND 8836.  
EX-OFFICIO RECORDER

WHEN RECORDED, RETURN TO:  
BENCHMARK LAND COMPANY—MERIDIAN (QUENZER), L.L.C.  
Attn: Thomas A. Sherwood  
17700 SW Upper Boones Ferry Rd., Suite 100  
Lake Oswego, OR 97224-7010  
(503) 670-9300

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
TURNBERRY SUBDIVISION  
MERIDIAN, ADA COUNTY, IDAHO  
Adopted: \_\_\_\_\_, 1998

*Brian Eng*  
ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1998 AU 27 PH 4:25

RECORDED - REQUEST OF  
FEE 87.00 DEPUTY *Thomas A. Sherwood*

98082199

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TURNBERRY SUBDIVISION NO. 1**

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_ 1998, by BENCHMARK LAND COMPANY – MERIDIAN (QUENZER), L.L.C., an Oregon limited liability company ("Declarant").

WHEREAS, Declarant is the record owner of that certain real property in the County of Ada, and State of Idaho (the "Property"), more particularly described at "Exhibit A" annexed hereto and by this reference incorporated herein. The Property is or will be lawfully subdivided into a total of sixty-one (61) individual, buildable lots and seven individual, non-buildable lots, together with certain other easements, rights-of-way, streets and other improvements more particularly described and defined by the recorded plat to be called "Turnberry Subdivision No. 1" and

WHEREAS, the land comprising the Property is part of a larger parcel of land which it is the intention of the Declarant to develop in the future in one or more phases as a residential community or neighborhood which will be commonly known as "Turnberry Subdivision"; and

WHEREAS, it is the purpose of this Declaration to subject the Property and all portions thereof, and those portions dedicated to the public by virtue of recording of the Plat or otherwise, to the conditions, covenants, restrictions, reservations and easements herein set forth or described for the purpose of enhancing and protecting the value, livability and aesthetic quality of the residential development which will be constructed and occupied on the Property and the land which may be eventually included in future phases of the Turnberry Subdivision community above-mentioned; and

WHEREAS, this Declaration and the conditions, covenants, restrictions, reservations and easements herein set forth and/or described shall, and do hereby, constitute covenants to run with the land comprising the Property and shall be and remain binding upon and inure to the benefit of all present and future owners of the Property and each individual lot, parcel and tract created by subdivision thereof as aforesaid,

NOW THEREFORE, BENCHMARK LAND COMPANY – MERIDIAN (QUENZER), L.L.C., does hereby declare the Property subject to the following:

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**ARTICLE I. Definitions**

As used in this Declaration the following words or terms shall have the following meanings:

1.1 "Association" means and refers to the Turnberry Subdivision Homeowners Association, Inc. formed and administered as, and for the purposes, described in Article V of this Declaration.

1.2 "Building Site" means and refers to a Lot, or to any tract or parcel within the boundaries of the Property in private ownership which consists of a portion of a Lot, or contiguous portions of two or more Lots, when and if a building is constructed thereon.

1.3 "Committee" means and refers to the Architectural Review & Control Committee formed and administered as and for the purposes described in Article IV of this Declaration.

1.4 "Common Property" means and refers to:

a. Any real property or interest in real property within the Property which is owned or leased by the Association or owned as tenants in common by the Owners, or designated in this Declaration for transfer to, or acquisition by, the Association;

b. Seven (7) non-buildable lots indicated as Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lots 5 and 11, Block 5; Lots 2 and 9, Block 6, Turnberry Subdivision No. 1, Ada County, Idaho.

c. All lands lying within any public right of way within or contiguous with the boundaries of the Property, which it is now, or at any time hereafter becomes, the responsibility of the Association to manage, care for or maintain for the benefit of the public or members of the Association, or both; and

d. All lands lying within or outside the boundaries of the Property or of any Lot or Lots now existing or hereafter created within the Property which, by virtue of the terms and provisions of this Declaration or otherwise, the Association is, or may become, responsible to manage, care for or maintain. The lands subject of the foregoing sentence shall include, but are not limited to, any parcel or parcels of land and facilities situated within or outside the boundaries of the Property committed to use for treatment, retention, infiltration or conveyance of storm or surface water accumulated or originating on the Property or any portions thereof which it is or becomes the obligation of the Association to manage, care for and/or maintain.

e. "Common Property" also means personal property, tangible and intangible, of any description including, without limitation, funds, contract rights, stocks, bonds, investment receipts, securities, security interests, collateral, claims, causes of action or suit, and generally any and all interests in property other than real property, whether cognizable at law or in equity, now owned or at anytime hereafter acquired by or vested in the Association or in the Owners collectively or as tenants in common.

1.5 "Declarant" means the Declarant named above and its successors and assigns if such successors or assigns acquire all of Declarant's rights under this Declaration pursuant to a recorded instrument executed by Declarant.

1.6 "Declaration" means this *Declaration Of Covenants, Conditions And Restrictions For Turnberry Subdivision No. 1*, and each and all of the terms and provisions herein contained as of the date the same is duly recorded in the official records of Ada County, Idaho, as the same may be modified, amended, supplemented or otherwise revised in accordance with the terms and provisions hereof and/or by recordation of any declaration by which additional lands or premises may be annexed to the Property subject hereof as contemplated and provided for at Article II below set forth.

1.7 "Dwelling Unit" means and refers to any building or structure located on a Building Site constructed, used, or adaptable for use, for occupancy as a residential dwelling under applicable zoning and building laws and restrictions, including, without limitation, any structure or building commonly referred to as a "single family detached" residence or home.

1.8 "General Actions of the Association" means and refers to any action on the part of the Association, duly effected by vote of no less than the Owners of two-thirds of all Lots now or hereafter subject of this Declaration, which allows, authorizes or conditions, and/or restricts, limits or prohibits, any use, condition or activity affecting or within the Property and which applies to all Lots then subject of this Declaration.

1.9 "Lot" means and refers to any individually platted tract of land shown by any recorded subdivision plat or map of the Property and to any portion of the Property in private (as distinguished from public) ownership consisting of a portion of one or more Lots and/or contiguous portions of two or more Lots, upon which a single Dwelling Unit has been constructed or exists.

1.10 "Plat" mean the final plat entitled "Turnberry Subdivision No. 1" LOCATED IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO" recorded in the official records of Ada, State of Idaho, as shown by Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ records of Ada County, Idaho.

1.11 "Purchaser" means the person(s) or party(ies) to whom a Lot is first conveyed by the Declarant.

1.12 "Owner" means the person(s) or party(ies), including Declarant and any Purchaser, owning beneficial title to any Lot (including the holder(s) of a vendee's interest under a land sale contract), but does not include a tenant or the holder of a leasehold interest or any party holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract). The rights, entitlements and obligations granted to or imposed upon an Owner by virtue of the terms and provisions of this Declaration commence to exist upon acquisition of record title to any Lot by any means, voluntary or involuntary, and terminate upon transfer or conveyance of such record title by any means, voluntary or involuntary. Transfer or conveyance of title or any beneficial interest in a Lot shall not operate to discharge or release the transferor(s) from any obligation incurred as an Owner prior to record transfer or conveyance of such title or beneficial interest.

1.13 Other Definitions Other or additional words or terms which are initially capitalized and enclosed in quotation marks the first time they appear in the text of this Declaration shall have the meaning ascribed thereto by the terms or context in which they first appear.

## ARTICLE II. Annexation Of Additional Property

2.1 Annexation: Declarant may, from time to time, and at its sole discretion, annex to the Property subject of this Declaration any adjacent property and/or future phases of the development now or hereafter owned or acquired by it, and may also from time to time, and in its sole discretion, permit other owners of land adjacent to, contiguous with, or in the vicinity of, the Property to annex some or all of such land owned by them to the Property subject of this Declaration.

2.2 Procedures: Annexation of such land shall be accomplished by recording a declaration executed by, or bearing evidence of the approval of, Declarant, which shall: (i) describe the property to be annexed, (ii) establish any additional or different limitations, restrictions, covenants and conditions intended to pertain exclusively to all or any portion the land annexed thereby, and (iii) declare that such property is held and will be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms and provisions of this Declaration as modified, amended or supplemented by any such additional or different limitations, restrictions, covenants and conditions.

2.3 Activation. Upon recording of such declaration(s), the lands therein described shall become a part of the Property for purposes of the terms and provisions of this Declaration.

## ARTICLE III. Conditions and Restrictions on Uses

3.1 Buildings Permitted: No building or structure shall be created, constructed, maintained or permitted upon the Property except upon a Building Site, and no building or structure shall be erected, constructed, maintained or permitted on a Building Site other than a single family detached Dwelling Unit, except that appurtenances to any Dwelling Unit, such as private garages, garden houses or similar structures, architecturally in harmony therewith, and of permanent construction, may be erected within the building limits hereinafter set forth. No "manufactured dwelling," "manufactured home" or "mobile home" shall be installed or allowed to remain on any Building Site except as a temporary shelter or office facility for use by persons engaged in construction of one or more Dwelling Units on the property during the course of actual construction thereof, or as a temporary sales office for use of Purchasers, or real estate licensees representing Purchasers, engaged in marketing of new and unused Dwelling Units constructed or under construction elsewhere on the Property.

3.2 Completion of Construction: The construction of any Dwelling Unit, including painting and all exterior finish, shall be completed within nine calendar months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, the Committee shall extend the time for completion of construction stated immediately above for a reasonable period of time upon written request of the party or parties otherwise responsible for, or engaged in, completing such construction. Building Sites and streets shall be kept reasonably clean and in workmanlike order during construction of Dwelling Units and related improvements thereon and the Owner of each Lot shall be responsible for any and all damages to curbs, streets and utilities occasioned by activities associated with construction of any Dwelling Unit or other improvements on such Owner's Lot(s). No less than sixteen feet of clear width for vehicular travel on all abutting streets must be maintained to provide access for emergency service vehicles at all times during construction or installation of any improvements on any Lot.

3.3 Building Size: No single story Dwelling Unit may be erected on a Building Site unless it contains a minimum of 1,500 square feet of enclosed heated floor area intended for residential occupancy and use, exclusive of unfinished attic spaces and crawl spaces, open porches, garages, garden houses and other free standing appurtenant structures. In the case of a Dwelling Unit having more than one living level, the combined square footage of enclosed heated floor area on all living levels combined shall not be less than 1,700 square feet unless approved by the Committee.

3.4 Exterior Siding & Trim Materials: Exterior siding and trim materials utilized on Dwelling Units shall be

of cedar, redwood, cementitious lap siding sized, shaped and textured to resemble natural wood, stucco, synthetic stucco or plaster (Drivit® or equal), river rock, masonry, masonry veneer and combinations of such materials as may be approved by the Committee as provided for in Article IV below. Other siding materials will be permitted only if specifically authorized in writing by, and in the sole discretion of, the Committee. However, vertical grooved ("T-1-11" type) and other forms of panelized siding materials are not permitted.

3.5 Roofs: Roofing material must be of wood shake, wood shingle, concrete tile, ceramic tile, or a minimum thirty year architectural-grade composition shingle. Except for roofs of wood shake or wood shingle, the dominant roofing color shall be black or dark gray unless otherwise approved by the Committee. All flashing must be painted. The roof shall have a minimum of a six/twelve (6/12) slope.

3.6 Garages: Each Dwelling Unit shall incorporate an integral or attached garage designed to enclose a minimum of two, and a maximum of three, automobiles, unless otherwise approved by the Committee. Carports are not permitted

3.7 Exterior Colors: All colors and color schemes which will be applied to the exterior of any Dwelling Unit or other improvements constructed on a Building Site must be approved in advance by the Committee. No combination of exterior siding and trim coloration of a Dwelling Unit may be repeated on any other Dwelling Unit within the Property without advance written approval of the Committee. In granting or denying such approval, the Committee's determinations with respect to both the aesthetic desirability of the proposed color scheme and the proximity of other Dwelling Units which exhibit color schemes the same or substantially similar to the color scheme proposed for approval shall be final and conclusive for all purposes.

3.8 Fencing and Hedges: As used herein, "fencing" or "fences" means any barrier or wall constructed or located anywhere on the Property consisting primarily of materials other than living plants.

a. Subdivision Perimeter Fences. Declarant shall construct a perimeter fence exterior of this subdivision property in such locations as required by the conditions of approval of the City of Meridian (except for entrance or exit or where omitting such fencing is permitted by the local governmental agencies). After Declarant has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility of the Purchaser or Owner of the Lot to maintain, repair and/or replace the fence as needed; repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

b. Other Owner Fences. Sight obscuring plantings such as hedges, and fences, shall not exceed three feet in height in the front yard areas between any location less than six feet behind the front wall plane of the Dwelling Unit furthest from the street and the street; or less than five feet from the property line in side yards facing a street on any corner Lot. Unless greater height is expressly approved by the Committee, the maximum height of site obscuring plantings and/or fences located elsewhere on any Lot is six feet and must otherwise comply with any applicable ordinances. Trellises located on or immediately adjacent to, and parallel with, the exterior walls of a building are not subject to these limitations.

c. Fence Material. Unless otherwise approved in writing by the Committee, fences shall be constructed of brick, natural stone and/or wood constructed in "good neighbor" style with wood cap. Wooden components of fences must be sealed with a clear wood finish or stain in harmony with Dwelling Units located nearby and shall not be permitted to "weather" excessively. Entry monumentation and fencing installed by or for the Declarant is not subject to the requirements of this section.

3.9 Animals: No insects, mammals, reptiles, amphibians, fish or birds of any kind shall be raised, bred or kept on any part of the Property, except a reasonable number of common household pets may be kept or boarded on any Lot so long as such pet(s) are reasonably controlled so as not to constitute any nuisance or inconvenience to Owners and other residents of the Property. Provided, however:

a. No pet may be kept, boarded, bred or maintained on any Lot or elsewhere on the Property for commercial purposes nor may any pet of a kind which is customarily kept, housed, caged or penned outdoors be kept or boarded on any Lot (e.g., horses, ponies, pigeons, chickens, ducks, geese, swine, etc.).

b. No pet shall allowed by the owner or custodian thereof run at large on the Property or to enter upon any Lot not owned by such owner, or occupied by such custodian, without the express permission of the Owner or resident(s) of such Lot. Whenever any pet is on the Property outside of the boundaries of the Lot which its owner or custodian resides upon or regularly occupies, such pet shall be caged, leashed, tethered or otherwise physically restrained under the direct and immediate control of its owner or custodian at all times.

c. All and any damage, inconvenience or unpleasantness occasioned by the keeping or behavior of any pet shall be the responsibility of owner(s) and/or custodian(s) thereof. The owner or custodian of a pet is, at all times, responsible to immediately remove and properly dispose of wastes eliminated by such pet anywhere on the Property where the same may be objectionable to other Owners and residents thereof.

d. The Association may levy fines in the event of violation of any of the foregoing provisions of this section and any losses, damages or expenses suffered or incurred by any person due to the keeping or behavior of any pet on the Property, shall be recoverable by such person from the Owner(s) of any Lot upon which such pet is present or kept with the knowledge or consent of such Owner(s) or usual residents of such Lot.

e. Owners or resident(s) shall comply with all applicable City of Meridian ordinances relating to animals, including but not limited to the maximum number of dogs and cats allowed on the Property.

### 3.10 Unlawful and Offensive Activities Prohibited.

a. No unlawful or offensive activities shall be permitted or carried upon any Lot or elsewhere on the Property by any Purchaser or Owner of any Lot, or by any resident or other person(s) present on the Property at the invitation or sufferance of any such Purchaser or Owner.

b. Nothing shall be done or placed on any Lot or elsewhere on the Property by the Purchaser or Owner of any Lot, or by any resident or other person(s) present on the Property at the invitation or sufferance of such Purchaser or Owner, which constitutes a nuisance or which otherwise unreasonably interferes with or jeopardizes the use or enjoyment of any other Lot or any portion thereof, or which is a source of persistent annoyance to other Owners or residents of the Property.

c. No noxious or offensive odors shall be permitted to emanate from a Lot to other Lots and no noises or sounds which are unreasonably offensive or bothersome due to the nature or volume thereof and/or the time(s) they occur may be permitted to emanate from any Lot.

d. Any losses, damages or expenses suffered or incurred by any person due to violation of any of the foregoing provisions of this section shall be recoverable by such person from the Owner(s) of the Lot who committed such violation(s) or by whom the person(s) who committed such violation(s) were invited, or suffered, to reside upon or be present on the Property at the time such violation(s) shall have occurred. The Association may levy fines on such Owner(s) for violation of such provisions.

3.11 Business and Commercial Uses Limited. Except in conformity with General Actions of the Association, and subject always to all applicable governmental ordinances, agreements and land use approvals applicable to the Property, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot (including, without limitation, operation of a day care facility), nor shall any goods, equipment, business or commercial vehicles obviously identifiable as such, or materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. However, this section does not restrict or prohibit any of the following described actions or activities:

a. Activities relating to the sale of Lots or the rental or sale of Dwelling Units.

b. Construction, reconstruction, repair or maintenance of Dwelling Units or other improvements on any Lot or the storage or use construction materials and equipment on such Lots in the normal course of such activities otherwise conforming with the other provisions of this Declaration.

c. Keeping and maintaining any business-related or professional personal library; keeping and

maintaining personal, business or professional records or accounts; engaging in personal, business or professional telephone calls or other correspondence; communicating or conducting financial, professional, business or commercial transactions by computer, facsimile or other electronic devices not requiring outdoor antennas or receiving or transmission devices, and/or meeting and conferring with business or professional associates, clients or customers, provided such activities are conducted entirely within the confines of a Dwelling Unit located on such Lot and such activities do not impair access to other Lots or use of on-street parking space abutting any other Lot.

d. Parking or storage of a business or commercial vehicle obviously identifiable as such entirely within an enclosed garage located on such Lot.

**3.12 Parking and Storage of Certain Motor Vehicles Prohibited.** No motor vehicle in an obvious state of disrepair shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway or sidewalk within or abutting the Property. Owners and residents of Lots shall refrain from utilizing street parking areas for purposes of parking their vehicles, regardless of condition, whenever possible - street parking areas are provided primarily for purposes of providing space for parking by guests and invitees of Property residents.

a. A motor vehicle shall be deemed to be in an obvious state of disrepair if and when the Committee reasonably determines that its appearance or condition is offensive to the Owner(s) or the occupants of Lots in the immediate vicinity thereof or otherwise detrimental to the aesthetic appeal or physical appearance of the neighborhood or vicinity in which it is located.

b. Should the registered owner of any such vehicle, or the Owner(s) of the Lot upon which such a vehicle is located, fail to remove, or cause removal of, the same within five (5) days following the date notice to remove it is mailed to such owner or Owner(s) by or on behalf of the Committee, the Committee may have such vehicle removed from the Property and charge the expense of such removal and any resulting storage of such vehicle, to such registered owner and/or the Owner(s) of such Lot.

**3.13 Boats and Boat Trailers.** Subject to the exceptions contained in subparagraphs a., and b., immediately below, and except in conformity with General Actions of the Association, no boat or other watercraft, or trailer or other separate conveyance designed or used for purposes of transportation of any boat or watercraft, shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway or sidewalk within the Property.

a. One boat or other watercraft may be temporarily placed or parked out of doors on a Lot as far as practicable from adjoining streets for a period not in excess of forty eight hours for the purposes of enabling the Owner or a permanent resident of said Lot to load or unload, or to maintain, repair, clean and/or otherwise prepare such boat or watercraft for use or storage following the end of such period.

b. One or more boats or other watercraft, or one or more such trailers or other conveyances whether or not loaded, may be parked or stored on any Lot for more than 48-hours if located in an enclosed conventional and attached garage or screened behind a six foot privacy fence which completely screens such boat or other watercraft from any public street.

**3.14 Campers, Recreational Vehicles and Travel Trailers.** Subject to the exceptions contained in subparagraphs a., and b., immediately below, and except in conformity with General Actions of the Association, no motor vehicle accessories in the nature of camper tops, camper shells or truck bed units, no self-propelled recreational vehicles or "motor homes", and no "fifth wheel" or other types of camping or travel trailers shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway or sidewalk within the Property.

a. One such camper accessory, recreational vehicle or motor home, fifth wheel, camping or travel trailer may be temporarily located or parked on a Lot as far as practicable from adjoining streets for a period not in excess of 48-hours for purposes of enabling the Owner or a permanent resident of said Lot to load or unload, or to maintain, repair, clean and/or otherwise prepare such camper or vehicle for use or storage away from the Property following the end of such period. Except as provided below, no such camper or vehicle shall

be used for living accommodations while parked on the Property.

b. One such camper accessory, recreational vehicle or motor home, fifth wheel, camping or travel trailer may be located or parked on a Lot for more than forty eight hours if located in an enclosed conventional and attached garage or located behind a six foot high privacy fence which screens such camper or vehicle from any public street.

c. One recreational vehicle or motor home, fifth wheel, camping or travel trailer may be parked in the driveway of any Lot as far as practicable from adjoining streets and sidewalks for a period not in excess of three consecutive days for purposes of providing living accommodations for guests of the Owner(s) or residents of the Dwelling Unit located thereon. However, no such use shall reoccur sooner than thirty days after the end of the last period during which such use occurred.

3.15 Freight Trailers, Etc. No freight trailer or other wheeled vehicle designed for towing by any motor vehicle and for the purpose of transporting cargo, freight, equipment, or commodities of any kind, or for displaying signs, or other advertising, shall be placed, parked or permitted to remain outside of an enclosed conventional attached garage or other permitted permanent structure located on any Lot, on any public or private street or roadway, driveway, or sidewalk within the Property. However, such a freight trailer or other vehicle may be placed or parked anywhere on the Property (except in such a manner as to interfere with, impede or otherwise endanger the safety of vehicular or pedestrian traffic over public rights of way or other areas provided for purposes of vehicular or pedestrian traffic) for the sole and exclusive purpose of being loaded or discharged in connection with, or for purposes of, delivering to or removing from any Dwelling Unit or Lot any furniture, furnishings, goods, merchandise, construction materials or other property for the use or benefit, or at the request, of any Owner or occupant thereof, or for the purposes of the construction, repair or maintenance of improvements to such Dwelling Unit or Lot, but only for so long as may reasonably be required for the purpose of such loading, unloading, construction, repair or maintenance.

3.16 Antennas and Similar Devices. Except in conformity with General Actions of the Association, no antenna, aerial, satellite dish or other device or structure designed for, or used in connection with the transmission or reception of radio, television or other electromagnetic signals, telecommunications or data of any description shall be permitted on the roof of any Dwelling Unit or elsewhere on any Lot in plain view from any public street or sidewalk within the Property. Any such device or structure installed in conformity with the provisions of the foregoing sentence which is otherwise unsightly or unreasonably offensive when viewed from any adjoining Lot(s) shall be screened from view from such adjoining Lot(s) in a manner or by such means as may be reasonably determined by the Committee.

3.17 Underground Distribution of Services Required. Subject to conflicting provisions of any easements, covenants or restrictions of record prior to the date of recording of this Declaration, all utilities and services shall be provided to Dwelling Units and other structures by means of underground pipes, conduits or conductors. No outdoor, overhead wire or service drop for the distribution of electricity or for telecommunication purposes, nor any pole, tower, or any other supporting structure(s) associated therewith, shall be erected or maintained on any Lot.

3.18 Recreational Equipment, Facilities and Structures. Except in conformity with General Actions of the Association, no playground, athletic or recreational equipment, facilities or structures, including without limitation, basketball backboards, hoops and related supporting structures, shall be permitted, installed or utilized on any Lot in plain view from any public street or sidewalk within the Property.

3.19 Maintenance of Lots and Adjacent Improvements. The Owner of each Lot shall maintain all improvements located on said Lot in a clean and attractive condition, in good condition and repair and in such fashion as not to create a fire or other unreasonable risks of damage, loss or hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, driveways, walks and other exterior improvements (including landscaping of yards and planter strips along streets abutting such Lot) and glass surfaces.

a. Damages suffered by Lots and/or improvements located thereon caused by fire, flood, storm,

earthquake, riot, vandalism, or any other cause shall be the responsibility of the Owner to repair or restore to undamaged condition within the time reasonably and objectively necessary in order to effect such repairs or restoration following damage.

b. Each Owner shall likewise be responsible to repair damage from, and to maintain such Owner's Lot and all sidewalks, aprons, parkways and street landscaping located upon or immediately adjacent thereto free of unsightly, unreasonably excessive, or unsafe accumulations of refuse, debris, water, ice, snow and the like.

c. Purchasers and/or Owners shall plant, replace, prune and maintain street trees and landscaping as required by the Declarant, applicable General Actions of the Association and/or Committee policies or guidelines. When planted, the proposed street trees shall be a minimum of 2" in caliper and planted in accordance with the Turnberry Subdivision Landscape Plan included in Exhibit "B". The street trees shall be installed and in a healthy condition within 30 (thirty) days of the sale or transfer of a dwelling unit by the Purchasers to subsequent owners.

3.20 Temporary Structures. No structure of a temporary character, trailer, excavation, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Persons engaged in the construction, reconstruction, repair or remodeling of improvements on a Lot may place or erect temporary or portable sheds or other temporary structures on a Lot to serve as a field office or shop facility, and/or to store or house tools, equipment or building materials in connection with such activities on such Lot and/or other Lots in the immediate vicinity. Such sheds and/or structures shall be maintained in good order, condition and appearance and must be removed no later than the date the work undertaken by such persons on such Lot is completed or is discontinued or interrupted for a period in excess of fourteen days.

3.21 Setback, Maximum Height and Minimum Yard Requirements. Each Lot shall be subject to: (i) all setback, maximum height and minimum yard requirements shown on the Plat and/or established by any public authority or agency having jurisdiction thereof and (ii) any land use review procedures established by any public authority or agency having or acquiring the power to establish, review or grant variances from any such requirements.

3.22 Landscaping and Decks.

a. Unless weather or other conditions will unreasonably interfere with, prevent, or imperil the results of such efforts, landscaping and planting of all areas of all Lots in plain view of adjacent streets, sidewalks and other Lots shall be completed to the reasonable satisfaction of the Committee or in accordance with applicable General Actions of the Association, if any, within six calendar months following the date on which construction of any Dwelling Unit on such Lots is substantially completed.

b. Asphalt and artificial turf is not permitted for the purpose of surfacing driveways, sidewalks or other walkways, or as ground cover, on any Lot. Professionally installed, enclosed, "sport courts," tennis courts and similar improvements otherwise conforming to this Declaration are not subject to this prohibition.

c. Retaining walls constructed with, or which include, railroad ties are prohibited unless the railroad ties are fully and permanently concealed from view from any angle.

d. Yard or landscape ornaments such as concrete, fiberglass or plastic animals or birds, fountains, bird baths, sculptures or figurines which are visible from adjacent streets or sidewalks are not permitted. However, architectural elements or details such as fountains or sculpture incorporated in the structure of a Dwelling Unit, permanent landscape rockery or retaining walls the design and appearance of which has been approved by the Committee including such elements are permitted.

e. Use of rock, gravel or bark for purposes of ground cover in yard areas visible from adjacent streets or sidewalks is prohibited except in beds planted with evergreen shrubs. Plastic, fabric and other materials in the nature of silt fencing installed on the surface of the ground in landscaped areas or elsewhere on any Lot shall be concealed from view at all times by rock, gravel or bark ground cover installed and

maintained in conformity with the foregoing sentence.

f. Silt fences, hay bales and other materials commonly utilized for, or which function for purposes of temporary control of erosion and/or stabilization of soils shall be removed, or replaced by permanent improvements approved by the Committee as soon as practicable and in no event later than the time landscaping is required to be completed in accordance with subparagraph a., of this section 3.22.

g. Upon request of the Committee, unsightly or dying plants, trees, shrubs and/or lawns must be removed and replaced by the Owner of the Lot on which they are located unless measures are undertaken and completed to restore their appearance or restore them to a healthy and attractive condition.

h. Noxious or poisonous plants of any description are prohibited everywhere on the Property unless continuously confined to the interior of a Dwelling Unit.

i. Ponds, pools and/or other areas which contain or accumulate standing water which result in the presence of mosquitoes and/or other undesirable pests, or which may constitute an attractive nuisance, are prohibited.

j. Excessive infestations by weeds in landscaped areas and/or lawns of any Lot in plain view of public streets or pedestrian walkways, or from less than 6-feet above ground level on any adjoining Lots, must be removed by or at the expense of the Owner or occupant(s) of such Lot.

k. Unless the same has been determined to be diseased beyond cure, dead or dying by a licensed arborist or such removal is required by this Declaration or governmental regulation, order or ordinance, no tree with a trunk diameter of six inches or more at the base may be removed from any Lot without the prior written approval of the Committee. Such approval may be conditioned on replacement of such tree with a tree of such type and size, and within such time frame, as the Committee may reasonably determine.

l. Hedges, shrubs, bushes, trees and other landscaping elements, fences, walls or other barriers which in any way interfere with the ability of motorists, cyclists or pedestrians using streets or sidewalks abutting or in the immediate vicinity of any Lot to readily observe and safely respond or react to the presence of traffic controls, other vehicles, bicycles or pedestrians on or entering the street or sidewalks from intersecting streets, driveways or other locations, are prohibited and shall be removed or altered to eliminate such interference(s) by or at the expense of the Purchaser or Owner of the Lot on which they are situated.

m. Hedges, shrubs, bushes, trees and other landscaping elements present on any Lot which hereafter develop or grow to an extent which the Committee determines unreasonably impairs or eliminates an objectively significant and desirable view or outlook otherwise available from or in the immediate vicinity of any Dwelling Unit situated on any other Lot, shall be trimmed or pruned, or if necessary removed, by or at the expense of the Owner of the Lot upon which such hedges, bushes, trees or other landscaping elements are present to the extent necessary to restore and preserve such view or outlook.

n. Landscaping plans submitted for approval by the Committee shall describe or depict adequate drainage of areas to be landscaped in accordance with such plans. Surface and storm water must be directed away from buildings located on a Lot and may not be allowed to pond on such Lot. Water may flow from an uphill Lot to a downhill Lot provided no diversion or channeling results in increase or concentration of surface water flow on downhill properties. Every Purchaser and Owner shall be and remain responsible for providing and maintaining surface water flows from their Lot in accordance with the drainage patterns which existed prior to construction of any Dwelling Unit and/or other improvements on, above and below the finished grade and contours of such Lot.

o. Exterior foundation surfaces, piers and exterior supporting structures for decks or similar structures extending more than twelve inches above finish grade must be sacked, sided or otherwise covered or screened from view and painted or stained to be compatible with adjacent exterior surfaces.

3.23 Signs. No signs of any kind shall be displayed to public view on any Lot unless approved by the Committee. The Committee shall develop one or more guidelines pertaining to signs advertising the availability of Lots and Dwelling Units constructed, or to be constructed on Lots for purchase, and in the

case of Dwelling Units, for rent or for lease. Such guidelines may be amended from time-to-time at the sole discretion of the Committee.

**3.24 Leasing and Rental of Dwelling Units.** No Owner may lease or rent a Dwelling Unit or any portion thereof for a period of less than thirty days.

a. All leases or rentals of Dwelling Units shall be made subject of a written lease or tenancy agreement. Such leases or tenancy agreements shall provide that the terms thereof are subject in all respects to the provisions of this Declaration, the Bylaws of the Association and all rules and regulations duly adopted thereunder and complete copies of this Declaration, any such Bylaws, rules and regulations shall be provided by the Owner(s) of any Dwelling Units so leased or rented to the tenants or lessees upon commencement of their tenancy. *Such leases or tenancy agreements shall further provide that any failure by the lessee or tenant to comply with the terms of this Declaration, said Bylaws and said rules and regulations may constitute cause for premature termination of the tenancy created thereby.*

b. If the Board of Directors of the Association or the Committee determines that a lessee or tenant has violated any provisions of this Declaration, the Bylaws or any one or more of the rules and regulations mentioned above, then, after having provided the Owner of the Dwelling Unit occupied by such lessee or tenant no less than ten days' advance notice of its intention to do so, the Board or Committee may either (i) require the Owner to terminate such lease or rental agreement in compliance with applicable laws or ordinances governing residential tenancies, or (ii) require the Owner to provide reasonable financial assurance that such Owner has taken measures to prevent further violation by such lessee or tenant which the Board of Directors or Committee, in its discretion, finds adequate to insure that such violations will not recur.

**3.25 Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved on Lots as shown on the Plat. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with utilities located therein or the flow of water through drainage channels in the easements. Those portions of any Lot which are subject to any such easement and all improvements therein shall be maintained continuously by the Owner of the Lot except for those improvements for which the Association, a public authority, utility company, maintenance committee or other party is, or becomes responsible. Owners shall be responsible for removal of any fencing or vegetation in, or which impairs access to any portion(s) of their Lots in the event a utility company, public agency or official, or the Association requests that they do so.

**3.26 Mailboxes.** All mailboxes and stands will be consistent design, material and coloration as specified by the Committee, and to assure uniformity, shall be located at places designated by the Committee and or /the United States Postal Service.

**3.27 Water, Water Rights.** Each party accepting and recording a deed to any real property in situated within the Property now or at anytime hereafter subject of and encumbered by this Declaration, and each person who shall now or at anytime hereafter reside upon or occupy any land or Dwelling Unit within said Property shall thereby be deemed for all purposes whatsoever to have acknowledged and agreed to the following: (a) that such real property, land and/or Dwelling Unit is situated within an irrigation district, including but limited to the Nampa-Meridian Irrigation District; (b) that the water in said district has not been transferred from the Property; (c) that each Owner of a Lot is subject to all assessments levied by any such irrigation district; (d) that the Owner of each Lot shall be and remain responsible to pay any levies of any such irrigation district attributable to such Lot; (e) that said assessments are a lien upon such Lot, and (f) that each Owner and each resident and/or occupant of any Lot shall, solely by virtue of the foregoing provisions of this Declaration, be deemed for all purposes whatsoever to have fully released, discharged and waived any and all claims of any kind against Declarant, its members, its members' agents, employees, officers and directors relating to water rights for irrigation or any other purpose or purposes affecting such Lot.

**3.28 Irrigation; Maintenance of Irrigation Pipe or Ditch.** Irrigation water, when available, will be supplied through Nampa-Meridian Irrigation District (or its lawful successors in interest) by means of a pressurized water system. Each Lot shall be subject to any License Agreements with Nampa-Meridian

Irrigation Districts affecting the Property. In the event of any conflict between the terms of these CC&R's and any License Agreement with Nampa-Meridian Irrigation District, the License Agreement shall control. Each Owner shall pay Nampa-Meridian Irrigation District water assessments as assessed against any Lot(s) owned by said Owner. Each Lot shall be subject to said assessments. In the event that the irrigation water system is not maintained by the Nampa-Meridian Irrigation District, then any ditch, irrigation system, or irrigation pipe situated upon or otherwise within the boundaries of a Lot shall be maintained by, and at the expense of, the Owner of such Lot, but such obligation for maintenance shall not extend to any such pipe or ditch located outside the boundaries of such Lot.

### 3.29 Compliance With Development Agreement.

a. Declarant and the owners of certain additional real property which will eventually be annexed to, and become a part of, the Property subject of this Declaration to be known as "Turnberry Subdivision No. 2," were required, as a condition of annexation of the Property and additional real property to the City of Meridian and as a condition of approval of development and recording of the final plat of the Property and said additional real property, to enter into an agreement with the City of Meridian entitled "Development Agreement," which Development Agreement had been, or will be, recorded in the official records of Ada County and constitute a continuing encumbrance of the Property and said additional real property in perpetuity. By this reference, each and all of the terms and provisions of said Development Agreement shall be, and are hereby, incorporated in and made a part of this Declaration with like effect as though set forth herein verbatim.

b. Apart from certain obligations imposed on Declarant and the owners of said additional real property which will be discharged upon completion of construction of certain infrastructure and improvements more specifically described in said Development Agreement, said Development Agreement contains certain covenants, conditions and restrictions which bind all successors in interest of the Declarant and the owners of said additional real property, including, without limitation, the Association and each and every person or party who shall now, or at anytime hereafter, become an Owner of any Lot. And, said Development Agreement further provides that failure to comply with the terms and provisions thereof may, under certain circumstances, result in recovery on the part of the City of Meridian of certain costs, expenses or damages from the party or parties failing to comply therewith and, in addition, result in de-annexation of the Property by the City of Meridian.

c. Accordingly, the Association and each person or party who shall now, or at anytime hereafter, be or become an Owner of any Lot subject of this Declaration, shall in all respects comply with the terms and provisions of said Development Agreement and perform each and every obligation of the part of the Association and/or an Owner of any Lot subject of this Declaration to be performed thereunder.

## ARTICLE IV. ARCHITECTURAL REVIEW AND CONTROL

4.1 Improvements Defined. For purposes of this Article and Declaration, the words "improvement" and "improvements" mean and refer all and any improvements to, or alterations of, land of any description, including but not limited to, the following:

a. Landscaping except irrigation systems and shrubbery, ground cover, trees and other plantings located, installed, cared for, cultivated and maintained in accordance with the terms and provisions of this Declaration and any applicable General Actions of the Association;

b. Dwelling Units, outbuildings or shelters of any description;

c. Fences, walls, hedges or other physical or visual barriers;

d. Driveways, walkways, sidewalks, pathways or trails visible from any public street, road or sidewalk on or adjoining the Property;

e. Outdoor recreational, sports or playground facilities or structures on any Lot which are visible from any public street, road or sidewalk on or adjoining the Property and/or from any other Lot or Dwelling Unit ; and

f. Generally all and any other products or results of construction efforts or activities conducted on or with respect to the Property and any portion thereof which are intended, or reasonably likely, to remain in place on a Lot for a period of time in excess of one-year and which (i) are, or result in, any significant alteration of the landscape of a Lot, or (ii) affects or discernibly changes the appearance of any building, Dwelling Unit or other thing physically constructed or installed on a Lot which is visible from any public street or sidewalk or from any other Lot or Lots or any Dwelling Unit(s) constructed on such other Lot or Lots.

4.2 Committee Approval Required. No improvement may be erected, placed, installed or altered on the Property, or on any Lot, until its exterior design and configuration; exposed elements and/or exterior surface materials (including siding, trim, masonry, fencing, roofing materials, any skylights, vents or similar features); exterior paint or finish colors and color scheme, and its location and orientation on the Lot have been approved in writing by the Committee.

4.3 Procedure. Before applying for any building or other governmental permit which may be required for an improvement to be made and, in any event, before commencing any physical alteration on a Lot associated with the construction, installation, removal or alteration of any improvements not requiring such permit(s), the affected Purchaser, Owner or other party shall prepare and submit such materials and information pertaining to the matters mentioned in section 4.2 immediately above as the Committee may reasonably require or request accompanied by a written request for approval thereof and full payment of any fee or charge payable to the Committee in accordance with its published rules, regulations or guidelines.

a. Within ten business days following its receipt of all such materials and payment of any such fee or charge, the Committee shall use its best efforts to review the materials for conformity with the provisions of this Declaration, applicable Bylaws or General Actions of the Association, applicable rules, regulations and guidelines of the Committee, and any applicable standards of quality of workmanship and/or materials established by the Declarant. The Committee shall assess the materials presented for harmony of exterior appearance and/or design with existing structures and improvements; for location, compatibility with topography, finished grade elevations and contours; for potential unreasonable or undesirable obstruction of views or outlooks from other Lots, and for conformity with proper grading and drainage standards and policies. On conclusion of its efforts, the Committee shall render its written approval, decision or other response to the party who requested such review.

b. In the event the Committee fails to render its approval or some other response within twenty business days after all such materials have been delivered to it for review and any such fee or charge has been fully paid, the improvements therein described may be considered approved.

4.4 Committee Created; Membership; Appointment and Removal. An Architectural Review & Control Committee (the "Committee" herein) shall be created by recording of this Declaration and shall consist of as many persons as the Declarant may from time to time appoint.

a. The Declarant may remove any member of the Committee at any time and may appoint new or additional members at any time and shall keep on file at its principle office a list of names and addresses of the members of the Committee.

b. Unless its existence shall have been previously extended by resolution duly adopted by the Board of Directors of the Association, the Committee shall cease to exist one year after substantial completion of all Dwelling Units on Lots which may now and hereafter become subject of this Declaration and the powers, discretion and duties of the Committee shall be exercised and performed by the Board of Directors.

c. If the existence of the Committee is extended in accordance with the provisions of subsection 4.4 b., immediately above, the members thereof shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association; shall consist of persons who are Owners of Lots, and shall not include any directors, members, officers or employees of the Declarant or any member thereof or any corporation, partnership or other form of business or commercial enterprise affiliated with or owning an interest in the Declarant unless such person is also an Owner of a Lot.

4.5 Liability.

a. Neither the Declarant nor its members nor their agents, representatives nor employees; nor the Committee nor its members, nor the Association nor any director, officer or agent thereof, shall be liable to any Purchaser, Owner, resident, occupant, tenant, lessee or other person who may suffer or claim any loss, damage, cost, expense, (including, but not limited to, attorneys' fees), liability or prejudice on account of, or attributable wholly or in part to, any act or failure to act on the part of the Declarant or any member, representative, agent or employee thereof, or the Committee or any member thereof, or the Board of Directors or any member or agent thereof having or exercising the powers, discretion and duties of the Committee, so long as such entities or persons acted or failed to act in good faith without actual cause to believe that their acts or omissions were grossly negligent or unlawful under all the facts and circumstances actually known and understood by them at the time such acts or omissions occurred.

b. Under no circumstances whatsoever shall any action on the part of the Declarant, its members or their agents, representatives or employees; the Committee or its members, the Association, or any director, officer or agent thereof, be deemed, construed or relied upon by any party or person interested in, or affected thereby, to constitute any review, analysis or approval of structural, geophysical, engineering or other technical, scientific or similar conditions or matters.

c. Consent or approval on the part of the Declarant, its members or their agents, representatives or employees; the Committee or its members, or the Association or any director, officer or agent thereof, shall never, under any circumstances whatsoever, be construed as any form of representation, warranty or assurance on the part of Declarant, the Committee, the Association or any such persons respecting compliance with the requirements or provisions of any legislative enactments, ordinances, rules or regulations adopted or enforced by or on behalf of any governmental unit or agency and all such requirements and provisions shall be complied with by all Purchasers, Owners, residents and occupants of the Property regardless of any such consent or approval.

4.6 Actions of the Committee. Actions on the part of the Committee shall be effected by vote or consent of a majority of its members without the necessity of a meeting provided all the members thereof shall have been afforded a reasonable opportunity and are available for purposes of participating in the action. The Committee shall render its decisions in writing setting forth the decisions made and/or the action(s) taken which identifies by name the members who supported such decisions or action.

4.7 Committee Discretion. The Committee may, at its sole discretion, withhold or condition consent to or approval of any proposed improvement if a majority of the members of the Committee reasonably determines that the proposed improvement or any element(s) thereof would be inconsistent with the provisions or the intent and purposes of this Declaration; or inappropriate for the particular Lot(s) involved, or incompatible with any rules, regulations, policies, standards or design guidelines from time-to-time adopted by the Committee. Consideration of siting, location, shape, size, color, design, height, solar access, impairment of the view from other Lots, general appearance and compatibility with neighboring improvements, effect on uses and enjoyment of other Lots, disturbance of existing terrain and vegetation, and any other factors which the Committee reasonably believes to be relevant, may, but shall not be required to be taken into account by the Committee in determining whether or not to approve or consent to, or condition its approval of or consent to, any proposed improvement.

4.8 Non-waiver. Unless the Committee shall, in the exercise of its discretion, otherwise specifically agrees or determines, consent or approval on the part of the Committee with respect to any matter proposed to it or within its jurisdiction shall never, under any circumstances whatsoever, be deemed to constitute a precedent or waiver impairing its right to withhold, modify, condition or qualify approval as to the same or any similar matter thereafter proposed or submitted to it for consent or approval.

4.9 Effective Period of Approval or Consent. Unless a lesser period is prescribed by the Committee in a particular case, Committee consent to, or approval of, any proposed improvement shall expire twelve months after such consent or approval is issued in writing as aforesaid unless: (1) construction of the work in compliance with such approval or consent has in fact been commenced prior to expiration of such period and

completed in its entirety within ninety days following expiration of such period, or (II) the affected Purchaser or Owner has applied for and received an extension of such consent or approval from the Committee evidenced in writing.

4.10 Applicability to Declarant. The provisions of this Article IV shall not apply to any improvements constructed by or for the benefit of Declarant on the Property.

#### ARTICLE V. TURNBERRY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

5.1 Organization of Turnberry Subdivision Homeowners Association. Prior to execution and recording of this Declaration, Declarant has caused the organization and creation of a non-profit corporation called Turnberry Subdivision Homeowners Association, Inc., (the "Association" herein). The affairs of the Association shall be managed by a Board of Directors in accordance with the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association.

5.2 Successor Association. In the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association called Turnberry Subdivision Homeowners Association (also the "Association"). All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

5.3 Powers, Duties and Obligations of Association Generally. The Association shall be responsible, and have the powers and duties necessary, for management and administration of the affairs of the Association generally, including, without limitation, all affairs, matters, issues affecting the Property as a whole and all matters relating to all Common Property.

5.4 Specific Powers, Duties and Obligations. Without limiting the generality of the provisions of section 5.3 immediately above, the Association shall have, exercise and perform all of the following powers, duties and obligations:

a. The powers, duties and obligations granted to the Association by this Declaration, its Articles of Incorporation and its Bylaws as the same are now constituted or hereafter amended, modified or restated.

b. The powers and obligations of a non-profit corporation pursuant to the general non-profit corporation laws of Idaho.

c. The power and obligation to care for, maintain, construct, reconstruct and otherwise manage and control all Common Property at the expense and for the use and benefit of the Association and its members.

d. Any and all additional or different powers, duties and obligations necessary or desirable for the purposes of carrying out the functions of the Association pursuant to this Declaration and otherwise promoting the general welfare and interests of the Owners.

e. The Declarant and the Association may at any time contract with or employ any private party, public or quasi-public entity, or person to manage the affairs or undertake certain tasks, responsibilities and duties of the Association and may pay a reasonable fee or charge.

5.5 Membership. Upon and after closing of the sale of the first Lot to a Purchaser, the Owner(s) of each and every Lot then or thereafter made subject of this Declaration shall, during the entire period of such Owner's ownership of any Lot(s), be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership; shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. When more than one person or entity holds an interest as Owner in any Lot, all such persons shall be members of the Association.

5.6 Transfer of Membership. Membership in the Association shall be an incident of ownership of any Lot now or hereafter made subject of this Declaration, and any assignment, transfer, pledge, hypothecation, conveyance or alienation of such membership made or attempted in any way except by way of transfer of title to said Lot (and then only to the transferee of title to such Lot), shall be utterly null and void. Delivery or recording of any instrument effective to transfer beneficial title to a Lot under the laws of Idaho shall operate automatically to transfer the membership in the Association incident to ownership thereof to the transferee.

5.7 Voting

a. The Association shall have two 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 (1) vote for each Lot owned, including any Lot(s) which is annexed as described in this Declaration. When more than one (1) person holds an interest in any Lot, all such persons shall be members and 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 (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned, including any Lot(s) which may be annexed to the Property subject of this Declaration in accordance with Article II. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total number of votes which may be cast by the Class A membership equals the total number of votes which may be cast by the Class B membership; or

(ii) On April 30, 2005.

b. No lessee, tenant, resident or other occupant of any Dwelling Unit or Lot who is not an Owner shall have any voting rights in the Association.

5.8 Board of Directors. At and following Turnover, the Board of Directors of the Association shall be comprised of no less than three directors. Directors shall be elected by vote of the members of the Association in accordance with the terms and provisions of the Bylaws of the Association and in the event of a vacancy occurring on the Board, the position of such director(s) shall be filled in accordance with the terms and provisions of said Bylaws.

5.9 Liability. Neither the Declarant, its members nor any directors, officers, representatives nor agents thereof; nor the Association, any person serving as an officer of the Association, any person serving as a director of the Association, nor any person serving as a member, or exercising the rights, powers or authority of a member, of the Committee, shall be liable to any Purchaser, Owner, resident or occupant of the Property for any damage, loss, expense or prejudice suffered or claimed on account of any action or omission by or on the part of the Declarant, the Association, any such officer(s), any such director(s), or such Committee member(s), provided only that such action or omission was undertaken in good faith and in accordance with actual knowledge possessed by the entity or person.

5.10 Interim Board. Concurrently with, or immediately following, filing of the Articles of Incorporation of the Association, Declarant shall appoint an interim Board of Directors of the Association consisting of three (3) directors. The members of the interim Board of Directors of the Association shall serve until replaced by Declarant or until their successors have been elected by the Owners at or after Turnover as described in Subsection 5.11 immediately below.

5.11 "Turnover".

a. Not later than one hundred twenty days after the date upon which the Class B membership ceases as described above in Section 5.7, but in no event sooner than 12-months following the date this Declaration is recorded, Declarant shall turn over administrative responsibility of the Property then subject to this Declaration and control of the affairs of the Association to the Owners.

b. Turnover shall be initiated by mailing to the street address of each Lot then subject of this

Declaration a written notice of Declarant's intent to do so effective as of a date not less than forty-five days following the date of such notice.

c. Turnover shall be deemed for all purposes effective on the date specified in such notice whether or not the members of the Association at that time shall have elected a Board of Directors and such Board of Directors shall have acknowledged in writing delivered to Declarant, assumption of the powers, authority and obligations vested in the Board and the Association by virtue of this Declaration and the Articles of Incorporation and Bylaws of the Association.

d. If Declarant fails to provide notice of intent to turn over administrative responsibility for the Property and control of the Association prior to expiration of the period above-described, any Owner may give the notice as required by this section.

e. On the effective date of any notice of the nature described in subparagraphs b. or d. of this section 5.11, all members of the Interim Board of Directors shall be deemed for all purposes to have resigned their positions as such and their successors shall be elected by the membership of the Association as provided in its Bylaws. At Turnover, Declarant shall deliver to the Association those items in Declarant's possession relating to ownership of Common Property and administration of the Association as set forth in the Bylaws. Turnover shall take place notwithstanding the presence or absence of a quorum of members the Association at any meeting or assembly of Owners convened for purposes of assuming control of the Association or any lack or participation by such members in any other process or procedure initiated or conducted by any Owner(s) or the Declarant for such purposes.

f. If and when Declarant has complied with the foregoing requirements of this section 5.11, unless Declarant otherwise has sufficient voting rights as an Owner to control the Association, Declarant shall be relieved of any further responsibility for the administration of the Association except as Owner of one or more Lots.

g. Failure, neglect or refusal of the Association, its Board of Directors, any Committee or members of the Association, including, without limitation, the Declarant, to administer the affairs of the Association; or to exercise its powers, rights or prerogatives; or to otherwise perform the duties and obligations of the Association, or to see to or cause their performance in accordance with this Declaration, its Articles of Incorporation or Bylaws shall in no way affect or diminish the effectiveness of the terms and provisions of this Declaration, such Articles or said Bylaws or their binding effect on the Owners and Lots now or hereafter subject thereof.

#### 5.12 Rules and Regulations.

a. The Board of Directors on behalf of the Association may, from time to time, adopt, modify, or revoke such rules and regulations governing the conduct of persons and use of Lots and Common Property as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property and/or conformity of such use with the terms and provisions of this Declaration, any other declarations annexing additional lands to the Property as above-stated; any General Actions of the Association, and applicable law.

b. A copy of all rules and regulations adopted on behalf of the Association and a copy of each amendment, modification or revocation thereof, shall, upon adoption, be promptly mailed or otherwise delivered by or on behalf of the Board of Directors to each Owner at his, her or its address appearing in the records of the Association.

c. All such rules and regulations, and any such amendments or modifications thereof, shall be binding upon each Owner and occupants of all Lots to which they pertain on the date a copy of the same is mailed or otherwise delivered as herein stated. Adoption of rules and regulations on behalf of the Association shall be effected in accordance with the Bylaws of the Association.

## ARTICLE VI. ASSESSMENTS AND LIENS OF ASSESSMENTS

### 6.1 Assessment of Owners and Lots.

a. Subject to the provisions of subparagraphs 6.4(a) and 6.4(b) below, all Owners, other than Declarant, shall be obliged to contribute to the payment by or on behalf of the Association of all expenses and costs incurred or which are required to be incurred by the Association which are reasonably necessary in order for the Association: (i) to perform effectively, or cause to be performed effectively the functions and obligations on its part to be performed under this Declaration, (ii) to care for, maintain, repair, construct, reconstruct and preserve all Common Property; (iii) to otherwise protect and preserve the Property and Common Property in keeping with the purposes of this Declaration set forth in the Recitals set forth above, and (iv) to enforce and otherwise promote or encourage compliance with the terms and provisions of this Declaration, its Articles of Incorporation, its Bylaws and all rules and regulations duly adopted consistent with the provisions of each and all of said instruments, all as reasonably fixed, determined and budgeted in accordance with this Declaration and said Bylaws. For purposes of this Article VI, all expenses and costs of the nature described in this subparagraph are called "Association Expenses".

b. The mechanism and method for recovery of all such contributions and amounts shall be assessment thereof to the Owner(s) and upon the Lot(s) responsible for payment thereof.

6.2 Assessment of Declarant. Prior to Turnover, Declarant shall have no obligation for payment of any amounts assessed against and payable by an Owner pursuant to the provisions of this Article VI. However, following Turnover, Declarant shall be assessed as the Owner of any Lot which it then owns, but such assessment shall be prorated to the date of sale of such Lot.

### 6.3 Payment and Collection of Assessments.

a. When a Lot is transferred to a Purchaser, and each time a Lot is transferred to a new Owner(s), the transferee shall pay to the Association (through escrow whenever applicable) a "Transfer Assessment" in an amount equal to one-fourth (25%) of the total annual General Assessment (as determined in accordance with subparagraph a., of section 6.4, immediately below), payable with respect to such Lot during or for the Association fiscal year during which such transfer shall occur. The Transfer Assessment constitutes an initial contribution to the working capital of the Association on the part of such Purchaser(s) or new Owner(s) and shall be used by the Association only to pay Association Expenses. Transfer Assessments on a Lot are payable in addition to the amount of the General Assessment otherwise payable with respect to such Lot during and for any fiscal year.

b. Assessments may not be waived or abated due to lack of or limited access to, or unavailability for use of, any Common Property. The Association shall take prompt action to collect from any Owner(s) any assessments which remain unpaid by such Owner(s) for more than forty-five days from the date payment thereof becomes due. All and any costs and expenses reasonably incurred by the Association for purposes of collection of unpaid assessments shall be recoverable by the Association from the party or parties responsible for payment thereof all by way of individual Lot Assessment as provided for at subsection 6.4.b below and, where applicable, section 7.5 of this Declaration.

### 6.4 Basis for Assessments.

a. The total amount of all budgeted Association Expenses, including, without limitation, amounts to be contributed toward separately budgeted funds and reserves established for the common benefit of all members of the Association in accordance with General Actions of the Association or in accordance with the Bylaws during or for each fiscal year of the Association, less the amount of any common profits, Transfer Assessments and surpluses of the Association, if any, available for payment of Association Expenses, shall be divided by the total number of Lots subject of this Declaration on the last day of the prior fiscal year and the result obtained shall constitute the amount of the "General Assessment" payable with respect to each Lot subject of this Declaration during and for such fiscal year. Prior to Turnover, the amount of General Assessments which would, but for the provisions of section 6.2 above, be payable by the Declarant, shall be allocated among and assessed against all Lots not owned by the Declarant as of the last day of the next prior

fiscal year of the Association in such manner and amounts as the Declarant shall determine in the exercise of its sole discretion.

b. Notwithstanding the other provisions of this Article VI, the Association may assess any individual Lot or Lot(s) an "Individual Lot Assessment" to recover all or any portion of any costs, expenses, losses, damages or other charges incurred or suffered by the Association, or by the Owner(s) of any other Lot or Lots, attributable to the negligence or misconduct of the Owner of such Lot, any resident thereof, or the family members or invitees of any such Owner or resident, and for the recovery of any unpaid fines, fees, assessments or charges payable by the Owner(s) thereof to or for the benefit of the Association by reason of the terms and provisions of this Declaration, the Bylaws of the Association and/or any rules and regulations adopted in accordance therewith or pursuant thereto.

6.5 Notice of Assessments. The Association shall, not less than annually, provide written notice to the Owner(s) of each Lot setting forth the amount of the General Assessment and any Individual Lot Assessment(s) payable with respect to such Lot calculated and/or assessed in accordance with section 6.4 of this Declaration. Payment of such assessments shall be due and payable on or before a date or dates, or in installments, as set forth in the notice which shall be not less than thirty days after the date the notice is mailed or at such later time or times as the Association may specify in the notice in accordance with this Declaration or the Bylaws. The Association or its managing agents shall promptly provide any Owner who makes a request in writing with a written statement setting forth the amount and nature of any and all assessments levied and unpaid with respect to any Lot(s) owned by such Owner. However, neither the Association nor its managing agents shall be obliged to provide any such written statement more frequently than once every sixty days.

6.6 Creation of Lien and Personal Obligation of Assessments. Whether or not stated or otherwise expressed any instrument conveying ownership of any Lot, by acquiring ownership of such Lot, each Owner shall be deemed for all purposes whatsoever to have unconditionally promised, covenanted and agreed to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Bylaws of the Association. Such assessments, charges, and other costs together with any interest, expense or attorneys' fees imposed pursuant to Article VII of this Declaration shall be a charge on the land and Lot so acquired and constitute a continuing lien upon such Lot until fully paid and satisfied. In addition, all such assessments, charges and other costs shall be the personal obligation of the Owner(s) of such Lot at the time the assessment or charge became due and payable. Such liens and personal obligations shall be enforced in the manner set forth in said Article VII.

#### ARTICLE VII. REMEDIES

7.1 Non-conforming Improvements; Violation of General Protective Covenants. In the event any Owner, or other person(s) for whose actions or omissions such Owner is responsible hereunder, shall violate or suffer violation of any provision of this Declaration; the Bylaws of the Association; any rules or regulations adopted on behalf of the Association, or any standards, actions or decisions of the Committee herein provided for, then the Association shall have each and all the following rights, remedies and prerogatives, which shall be cumulative:

a. To notify the Owner in writing that the violations exist; that such Owner is responsible for them, and that unless such violation(s) are corrected or abated within such time following the date of such notice as is stated therein, the Association may take any action with respect to the correction or abatement thereof as may be provided for in this Declaration or otherwise under the Bylaws and/or such rules or regulations;

b. To suspend such Owner's voting rights and rights of use or the benefits of Common Property for the period that the violations remain unabated, not to exceed sixty (60) days, for any infraction of its rules and regulations;

c. To impose reasonable fines upon such Owner, in a manner and amount the Board of Directors of the Association shall deem appropriate in relation to the violation and to make any such fines the subject of an Individual Lot Assessment.

d. Provided notice of the nature described in subparagraph a., of this subsection shall have be given as therein stated and the Owner(s) of any offending Lot shall be afforded reasonable advance notice of the time such entry will take place, the Association may enter any offending Lot (which entry shall not subject the Association, the directors or officers of the Association or the Committee, or any agent or representative thereof to liability for trespass, conversion or any other claim for damages) and remove the cause of such violation, or alter, repair or replace any non-conforming Improvement in such a manner as to make it conform the requirements or standards which pertain thereto. In any such case, the Association may assess the Owner of the offending Lot for the entire cost of the work done, which amount, if not paid by such Owner, shall be made subject of a an Individual Lot Assessment levied with respect to such Lot. Provided, however, nothing contained in this Declaration shall be construed to permit entry of any regularly occupied Dwelling Unit located on the Property without (i) the express consent or ratification on the part of the Owner of the Lot upon which such Dwelling Unit is situated or, in the alternative, (ii) the informed consent of an adult person regularly residing in such Dwelling Unit at the time such entry is effected.

e. Resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate and/or avail itself of any other or further remedies available at law or in equity.

Provided, however, nothing in this section 7.1 shall be construed to afford to the Association or any person or persons acting, or purporting to act on behalf of the Association, any right to deprive any Owner of use of, and access to and from, such Owner's Lot.

**7.2 Failure to Pay Assessments; Lien; Enforcement of Lien.** If any assessment or other sum charged, levied or payable pursuant to this Declaration is not paid within thirty days after it becomes due, such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. In addition, the Association may exercise any or all of the following remedies simultaneously or consecutively:

a. The Association may suspend such Owner's voting rights and right of use or the benefits of Common Property until such assessments and/or other amounts payable under this Declaration or the Bylaws of the Association, are paid in full and declare all remaining periodic installments of any annual assessments or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from such Owner's Lot from any public street or sidewalk abutting such Lot.

b. Enforce the lien arising under section 6.6 above for any assessments, including, without limitation, any Individual Lot Assessment(s) levied against such Lot under this Declaration or the Bylaws against the Owner of the Lot anytime after the date on which the assessment becomes due and payable to the Association. If any assessment or other amount due or to become due under this Declaration or the Bylaws is payable in installments, the full amount of such assessment or other amount is a lien from the date the first installment payment on account thereof becomes due.

c. In any suit to foreclose any lien arising under this Declaration, in addition to the sums secured by such lien, the Association may seek and recover from the Owner(s) of the Lot(s) subject of such lien reasonable rental for the use of such Lot(s) during the pendency of the suit and shall be entitled to the appointment of a receiver to collect such rental. The Association shall have the power to purchase any such Lot(s) at the foreclosure sale and to thereby acquire all right, title and interest of the Owner(s) thereof and to hold, lease, mortgage, vote the votes appurtenant to, convey, and otherwise deal with such Lot(s) and all improvements thereon as Common Property of the Association.

d. Liens for assessments or charges provided for in this Declaration shall be subordinate to liens for taxes and assessments payable to any governmental entity and to the lien of any mortgage or deed of trust on the subject Lot made in good faith and for value recorded prior to the recordation of the notice of any lien(s) provided for in this Declaration.

e. Sale or transfer of any Lot shall not affect any lien arising under this Declaration. Provided, however, where any person or entity obtains title to a Lot directly as a result of foreclosure of a mortgage,

deed of trust or land sale contract having priority over the lien arising under this Declaration as a matter of law, or by deed in lieu of foreclosure of any such mortgage, deed of trust or land sale contract, the lien of the Association for payment of any assessments or charges which became due and payable prior to the acquisition of title by such person or entity shall be discharged and of no further effect. Provided, however, in the case of a conveyance in lieu of foreclosure, the lien of the Association shall be discharged as aforesaid only if (i) written notice has been delivered to the Association, addressed to the person or party authorized to accept service of process on behalf of the Association, informing the Association of the mortgagee's intent to accept a conveyance in lieu of foreclosure and stating that the lien of the Association may be extinguished in the circumstances specified in this paragraph, and (ii) any such conveyance in lieu of foreclosure is made of record no less than thirty (30) days after the date said notice is delivered to the Association. No such foreclosure sale or conveyance in lieu of foreclosure however effected shall discharge the Lot for liability for any assessments or charges thereafter becoming due or from the lien of such subsequent assessments or charges.

f. The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration or the Bylaws without foreclosing or waiving the lien described Subsection 6.6. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

g. The Association shall have any other remedies available to it at law or in equity for recovery of any assessments, charges or other sums due or recoverable by it pursuant to the provisions of this Declaration or the Bylaws.

7.3 Other Remedies. Nothing contained in this Article VII or elsewhere in this Declaration, save and except limitations on liability expressly stated, shall be deemed or construed to limit, impair or prohibit any Owner from seeking any remedy which such Owner may have or acquire by virtue of violation of any or the terms or provisions hereof on the part of any other Owner, resident, occupant or other person or party who may commit an actionable wrong with respect to such Owner including, without limitation, the right to enjoin violation, or to compel performance or enforcement, of any terms or provisions herein contained and the right to recover on any claim or cause of action or suit arising in favor of such Owner by virtue of the express terms of this Declaration.

7.4 Notification of Lien Holders. The Association may, and if requested in writing by the Owner to do so, shall, notify the holder of, or beneficiary named in, any mortgage, trust deed or vendor's interest under any land sale contract covering any individual Lot of any default in performance of the terms of this Declaration by the Owner thereof which is not cured within sixty days. However, failure, neglect or refusal on the part of the Association to provide any such notice shall not result in liability of any kind on the part of the Association to any party or parties requesting any such notification, such Owner, or any other person or party who may otherwise be injured or damaged by reason of such failure, neglect or refusal on the part of the Association.

7.5 Attorneys' Fees and Costs. If any action, suit or other judicial or quasi-judicial proceeding is initiated by any person or party interested in or subject to the terms and provisions of this Declaration for the purposes of recovery or relief on or under any claim, cause of action or suit or remedy provided for or described hereunder, or otherwise for the purposes of enforcement or interpretation of any such terms or provisions, the substantially prevailing party or parties in such action, suit or other proceeding shall be entitled to recover in addition to all other relief afforded such party or parties, from the other party or parties in such action, suit or other proceedings, such prevailing party's or parties' reasonable attorneys' fees, charges and expenses; statutory costs, and the reasonable costs of necessary discovery and fees of expert witnesses or consultants engaged by such party or parties in connection with the prosecution or defense of such proceedings as fixed by the court(s) or tribunal(s) by which such action, suit or other proceedings, including appellate proceedings, shall be tried, heard and finally decided.

#### **ARTICLE VIII. PROPERTY RIGHTS**

8.1 Members' Easements of Enjoyment to Common Area. Every Member of the Association shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to

and shall pass with the title to every assessed Lot, subject to the following provisions:

a. The right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessment against said Member's Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

b. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be authorized by General Actions of the Association. No such dedication or transfer shall be effective unless an instrument evidencing such General Actions of the Association has been recorded in the appropriate county deed records and unless written notice of proposed actions shall have been delivered to every Owner entitled to vote in respect of such General Actions of the Association not less than thirty (30) days nor more than (90) days prior to such dedication or transfer: and

c. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the Members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said Property, and reasonable regulations and restrictions regarding parking.

8.2 Reciprocal Easement. Each and every Owner purchasing a Lot within the subdivision is purchasing it with the full understanding that each Lot is subject to certain reciprocal easements which are appurtenant thereto. Each Owner by purchase of a Lot within the subdivision agrees that they shall be subject to the following reciprocal easements:

a. An easement for drainage is hereby declared to exist on each Lot for the benefit of the adjoining Lot(s); provided, that the Owner installing any drainage pipe, conduit, or other facility shall pay for any and all such improvements and cause the Property upon which the improvements are located to be restored to their original state at the sole cost of the Owner employing the use of this reciprocal easement.

b. All Lots within the subject Property including, but not limited to the Lots in the Common Area, shall be subject to a general utility and sanitary sewer easement, which shall include, but not be limited to, access for ingress and egress for maintenance or repair by the utility provider.

c. All Lots shall be subject to a permanent public utility, irrigation, drainage and access easement which shall be for ingress and egress for installation, maintenance and repair by or for the benefit of the Association and/or any public utility, irrigation district, drainage district, or any other utility providing utilities and/or having an easement in, to and/or through such Lots subdivision, except within the area enclosed by the foundation structure of any Dwelling Unit or other permitted building or structure located on such Lots.

#### ARTICLE IX. MISCELLANEOUS COVENANTS

9.1 Invalidity: Gender: Captions. The invalidity or lack of enforceability of any terms or provisions of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the remaining terms and provisions of this Declaration and the same shall be construed and enforced in such a manner as to effect the evident intent and purpose of this instrument. As used herein, the singular shall include the plural and the plural the singular. The masculine, the feminine and neuter shall each include the other as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way define, limit or impair the effectiveness of each and all of terms and provisions of this Declaration.

9.2 Amendment.

a. This Declaration, and any individual terms or provisions hereof from time to time in effect with respect to all or any part of the Property, may be amended or repealed by Declarant alone at any time until Turnover or, after Turnover, by vote or written consent of not less than seventy-five percent (75%) of all Owners. Provided, however, (i) no such amendment or repeal affecting the rights and obligations of the Declarant hereunder may be effected without the express written consent of the Declarant and (ii) no such

amendment or repeal affecting the rights or obligations of less than all Owners affected by this Declaration may be effected without the express written consent of at least two thirds of the Owners to be affected thereby.

b. Any action effecting any such amendment or repeal shall become effective only upon recordation in the deed records of Ada County, Idaho, of a certificate of Declarant prior to Turnover, and thereafter by a certificate of the president or secretary of the Association, setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

9.3 Regulatory Amendments. Notwithstanding the provisions of section 9.2 immediately above, until the conveyance of the last Lot owned by Declarant to a third party, Declarant shall have the unqualified right to amend this Declaration in order to comply with the requirements relating to the development of single-family residential improvements within the Property contained or required by the provisions of applicable statutes, ordinances, regulations or guidelines of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States, the State of Idaho, Ada County, or of any corporation or other entity wholly owned, directly or indirectly, by the United States, the State of Idaho, or Ada County which insures, guarantees or provides financing for single-family residential developments or lots in single-family residential developments.

9.4 Duration. This Declaration shall run with the lands subject hereof and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof until terminated. Following Turnover, this Declaration may be terminated only upon approval by the vote or written consent of the Owners of ninety percent of the number of Lots then subject of this Declaration. Any such termination shall become effective only if a certificate executed by president and secretary of the Association, certifying that termination shall become, or became, effective as of a date certain and that such termination was effected by consent or vote of the Owners of all property then subject of this Declaration in the manner herein prescribed, shall be duly acknowledged and recorded in the deed records of Ada County, Idaho.

9.5 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility and liability of such persons under this Declaration shall be joint and several and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest. In the event any joint Owners shall disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to any pending matter, any such Owner may deliver written notice of such disagreement to the Board of Directors of the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given or withheld with respect to such matter. Whenever, for purposes of this Declaration, the consent, vote or approval of a certain number, percentage or fraction of Owners is specified, all Owners of a single lot shall be considered as one Owner.

9.6 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvements to or enjoyment of such Owner's Lot and other areas within the Property. All Owner(s) shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by such Owner.

9.7 Nonwaiver. Failure by Declarant, the Association, the Committee, or any Owner to enforce any term, provision, covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

9.8 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner thereof shall promptly inform the secretary or the Association, or its managing agent(s), if any, of the name and address of the vendee, mortgagee, lessee, or tenant.

9.9 Notices and Other Documents. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the date of delivery when delivered by personal service, or three (3) business days after the date the same are deposited in the United States mail, first class postage prepaid, addressed to the person(s) or party to whom such notice is directed at its address determined as provided section 9.10 below.

9.10 Addresses. All notices and other communications under this or her Declaration shall be given to the persons and parties affected by this Declaration at the following addresses:

a. If to an Owner, then to the last mailing address for such Owner shown in the Association's records;

b. If to the Declarant, then to: BENCHMARK LAND COMPANY – MERIDIAN (QUENZER), L.L.C.,  
c/o Pacific Santa Fe Corporation  
17700 SW Upper Boones Ferry Rd, Suite 100  
Portland, OR 97224-7010

9.11 Change of Address. Any person or party affected by this Declaration or who has or claims an interest in the Property or any portion thereof may change the address to which notices shall be directed to such person or party by giving thirty (30) days' written notice of such change of address delivered as provided herein.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 9 day of June, 1998.

BENCHMARK LAND COMPANY – MERIDIAN (QUENZER), L.L.C., an Oregon limited liability company

By Greg A. Hemstreet  
Greg A. Hemstreet, Member

By Pacific Santa Fe Corporation, Member

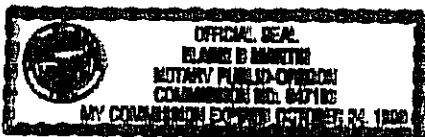
By Mark P. Rockwell  
Mark P. Rockwell, its President

#### ACKNOWLEDGMENTS

STATE OF OREGON, County of Washington) ss.

On this 9 day of June, 1998, before me, the undersigned, a notary public in and for said state, personally appeared Greg A. Hemstreet, known or identified to me to be a member of BENCHMARK LAND COMPANY - MERIDIAN (QUENZER), L.L.C., whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

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

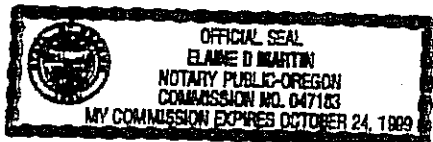


Elaine D. W. [Signature]  
Notary Public for OREGON  
Residing at Lake Oswego, Oregon  
My Commission Expires: 10/24/99

STATE OF OREGON, County of Washington} ss.

On this 9 day of June, 1998, before me, the undersigned, a notary public in and for said state, personally appeared Mark P. Rockwell, President of Pacific Santa Fe Corporation, known or identified to me to be a member of BENCHMARK LAND COMPANY - MERIDIAN (QUENZER), L.L.C., whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

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



Elaine D. Martin  
Notary Public for OREGON  
Residing at Lake Oswego, Oregon  
My Commission Expires: 10/24/99

**EXHIBIT A**

**Legal Description for Turnberry Subdivision No. 1**

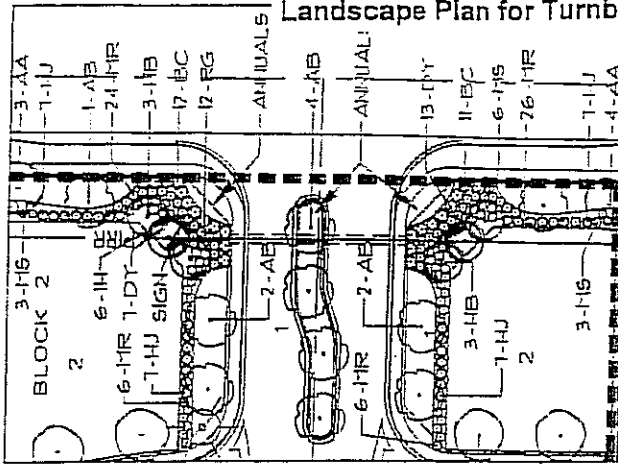
A parcel of land being a portion of the NE ¼ of the SE ¼ of Section 4, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho being more particularly described as follows:

Sixty-one (61) buildable lots designated as Lot 2, Block 1; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 3; Lot 1, Block 4; Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18 and 19, Block 5; Lots 1, 3, 4, 5, 6, 7, 8, 10, 11, 12 and 13, Block 6; Lots 1, 2, 3, 4, 5, 6 and 7, Block 7; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 8 and Lots 1, 2, 3, and 4, Block 9, TURNBERRY SUBDIVISION NO. 1, Ada County, Idaho.

Seven (7) non-buildable lots designated as Lot 1 Block 1; Lot 1 Block 2; Lot 1 Block 3; Lots 5 and 11 Block 5; Lots 2 and 9 Block 6, TURNBERRY SUBDIVISION NO. 1, Ada County, Idaho.

EXHIBIT B

Landscape Plan for Turnberry Subdivision No. 1

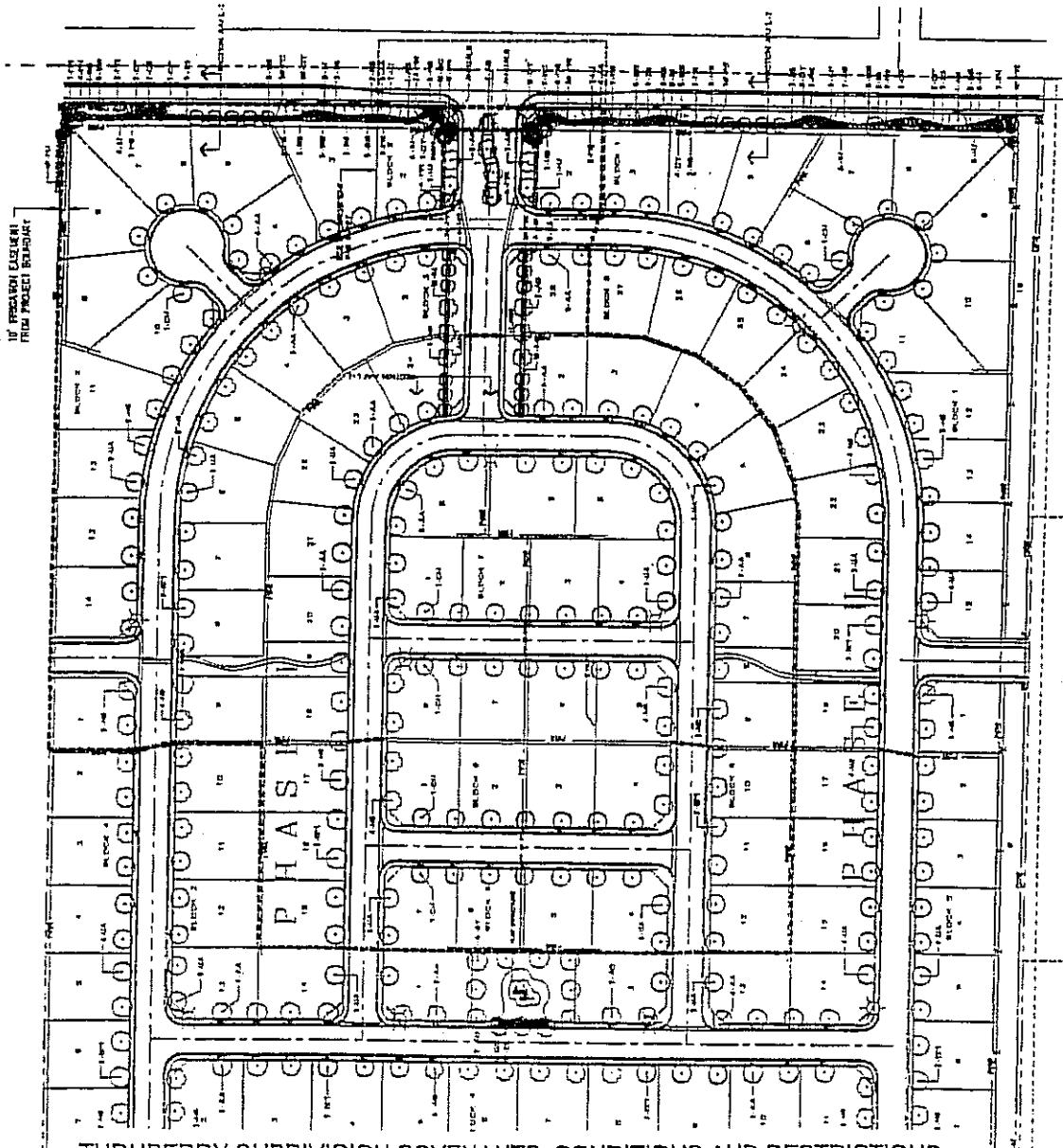


PLANT SCHEDULE

PLANT	QUANTITY	PLANT	QUANTITY
1-1AB	1	11-EC	11
2-1HR	2	12-RG	12
3-1HB	3	13-1NY	13
4-1AA	4	14-1NY	14
5-1AA	5	15-1NY	15
6-1HS	6	16-1NY	16
7-1HJ	7	17-1NY	17
8-1HJ	8	18-1NY	18
9-1HJ	9	19-1NY	19
10-1HJ	10	20-1NY	20
21-1HJ	21	22-1NY	22
23-1HJ	23	24-1NY	24
25-1HJ	25	26-1NY	26
27-1HJ	27	28-1NY	28
29-1HJ	29	30-1NY	30
31-1HJ	31	32-1NY	32
33-1HJ	33	34-1NY	34
35-1HJ	35	36-1NY	36
37-1HJ	37	38-1NY	38
39-1HJ	39	40-1NY	40
41-1HJ	41	42-1NY	42
43-1HJ	43	44-1NY	44
45-1HJ	45	46-1NY	46
47-1HJ	47	48-1NY	48
49-1HJ	49	50-1NY	50
51-1HJ	51	52-1NY	52
53-1HJ	53	54-1NY	54
55-1HJ	55	56-1NY	56
57-1HJ	57	58-1NY	58
59-1HJ	59	60-1NY	60
61-1HJ	61	62-1NY	62
63-1HJ	63	64-1NY	64
65-1HJ	65	66-1NY	66
67-1HJ	67	68-1NY	68
69-1HJ	69	70-1NY	70
71-1HJ	71	72-1NY	72
73-1HJ	73	74-1NY	74
75-1HJ	75	76-1NY	76
77-1HJ	77	78-1NY	78
79-1HJ	79	80-1NY	80
81-1HJ	81	82-1NY	82
83-1HJ	83	84-1NY	84
85-1HJ	85	86-1NY	86
87-1HJ	87	88-1NY	88
89-1HJ	89	90-1NY	90
91-1HJ	91	92-1NY	92
93-1HJ	93	94-1NY	94
95-1HJ	95	96-1NY	96
97-1HJ	97	98-1NY	98
99-1HJ	99	100-1NY	100

LANDSCAPE PLAN

THE LAND GROUP, INC.



TURNBERRY SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS

AFTER RECORDING RETURN TO:  
Benchmark Land Company-Turnberry Crossings II, L.L.C.  
17700 SW Upper Boones Ferry Rd., Ste. 100  
Portland, OR 97224-7010  
(503) 670-9300

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

2001 JA 16 PM 4:32

RECORDED - RECEIVED  
*Briggs Engineering*  
FEE 24 - DEPUTY *K. Brockman*

101003893

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
TURNBERRY SUBDIVISION NO. 2  
MERIDIAN, ADA COUNTY, IDAHO**

Adopted: \_\_\_\_\_, 2000

**SUPPLEMENTAL DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TURNBERRY SUBDIVISION NO. 2**

**THIS SUPPLEMENTAL DECLARATION** is made effective this \_\_\_\_ day of \_\_\_\_\_, 2000, by Benchmark Land Company-Turnberry Crossings II, L.L.C. (“Declarant”).

**RECITALS:**

**A.** Concurrently with the recordation of this Supplemental Declaration, Declarant has recorded the official plat of *Turnberry Subdivision No. 2* (the “Plat”) in the plat records of Ada County, Idaho, depicting and describing a portion of the real property included in the second phase of development of the residential community known as the “Turnberry Subdivision”.

**B.** Declarant heretofore caused an instrument entitled *Declaration of Protective Covenants, Conditions and Restrictions For Turnberry Subdivision*, to be recorded in the official records of Ada County, Idaho, August 27, 1998, as Document 98082199 (the “Declaration”). The Declaration subjected and subjects certain real property included in the first phase of development of the Turnberry Subdivision more particularly described at “Exhibit A” to the Declaration, to certain easements, protective covenants, conditions, restrictions and charges to run with the lands therein described.

**C.** The Declaration is by this reference incorporated herein and made a part hereof with like effect as though the same was included in the text of this Supplemental Declaration and is herein referred to as the “General Declaration”.

**D.** Pursuant to the terms of subsections 2.1 and 2.2 of the General Declaration, “Annexation” and “Procedures” respectively, Declarant desires and intends to subject the lands described and defined by the Plat to the easements, covenants, conditions, restrictions and charges set forth in the General Declaration, subject to any terms and provisions herein contained which may limit or otherwise affect the real property specifically subject of this Supplemental Declaration, and to annex the lands described and defined by the Plat as part of the “Property” subject of the General Declaration as provided for by its terms.

**DECLARATION**

**THEREFORE**, Declarant hereby declares that all of the real property described at “Exhibit A” annexed to, and by this reference incorporated in, this Supplemental Declaration and depicted and described by the Plat (herein called “TURNBERRY

SUBDIVISION NO. 2”) shall be, and are hereby, subjected to the easements, conditions, covenants, restrictions and charges set forth in the General Declaration and this Supplemental Declaration; that all said easements, conditions, covenants, restrictions and charges shall, and do hereby, constitute covenants to run with the land comprising TURNBERRY SUBDIVISION NO. 2 and the same shall be and remain binding upon and inure to the benefit of all present and future owners of TURNBERRY SUBDIVISION NO. 2, and each individual Lot, parcel and Tract created by recording of the Plat and any other, further or future subdivision or partition affecting any such Lot, parcel or Tract.

Said General Declaration and each and all of the terms and provisions thereof are hereby adopted and declared to be applicable to TURNBERRY SUBDIVISION NO. 2 with like effect as though the same and each of such terms and provisions were recited verbatim in the text of this instrument. Provided, however, for purposes of this Supplemental Declaration, the terms and provisions of the General Declaration specifically mentioned below shall be, and are hereby, adopted and/or incorporated herein in accordance with the following terms:

## **ARTICLE I** **Definitions**

**Subsection 1.4(b)** shall be read to include the separate lands depicted on and by the Plat described in Recital A of the Supplemental Declaration as non-buildable lots indicated as Lot 8, Block 4; Lot 1, Block 10; Lot 6, Block 9; Lot 8, Block 11; Lots 16 and 17, Block 1; and Lot 20, Block 6 Turnberry Subdivision No. 2, respectively as “General Common Areas”.

**Subsection 1.10 “Plat”** shall be read to include the plat of Turnberry Subdivision recorded in Plat Book 77, Pages 8012 and 8013, records of Ada County, Idaho and as Instrument No. 98082201, dated August 27, 1998, and the plat of Turnberry Subdivision No. 2, mentioned in Recital A of the Supplemental Declaration depicted in and by the Plat.

## **ARTICLE III** **Conditions and Restrictions on Uses**

**Subsection 3.7** of the Declaration shall be, and is hereby AMENDED AND RESTATED, as follows:

3.7 **Exterior Colors:** All colors and color schemes which will be applied to the exterior of any Dwelling Unit or other improvements constructed on a Building Site must be approved in advance by the Committee. No combination of exterior siding and trim coloration of a Dwelling Unit may be repeated on any other adjacent or directly facing Dwelling Unit within the Property without advance written approval of the Committee. In granting or denying such approval, the Committee’s determinations with respect to both the aesthetic desirability of the proposed color scheme and the proximity of other

Dwelling Units which exhibit color schemes the same or substantially similar to the color scheme proposed for approval shall be final and conclusive for all purposes.

**Subsection 3.16** of the Declaration shall be, and is hereby AMENDED AND RESTATED, as follows:

3.16 Antennas and Satellite Disks. Exterior antennas and satellite receiver and transmission dishes shall not be permitted to be placed upon any Lot except in accordance with rules established by the Architectural Review Committee in accordance with Subsection 4.7. In accordance with Federal Communications Commission regulations, no "ham" radio antennas, satellite dish antennas in excess of one meter in diameter, or masts of twelve feet or greater in height are permitted.

**Subsection 3.22** of the Declaration shall be, and is hereby AMENDED AND RESTATED, as follows:

3.22 Landscaping and Decks.

(a) Unless weather or other conditions will unreasonably interfere with, prevent, or imperil the results of such efforts, each Owner shall, at his or her expense, complete landscaping of those portions of his or her Lot which lie in plain view of any adjacent street(s) simultaneous with completion, and prior to occupancy, of any Dwelling Unit on such Lot. And, in any event, all landscaping shall be completed within six months following the date on which construction of such Dwelling Unit is substantially completed.

**Subsection 3.30** shall be added to section 3 and shall state:

3.30 Maintenance of Stormwater Facilities.

a. Stormwater facilities include ditches, culvert pipes, manholes, Sand & Grease traps, inlets, detention basins, and seepage beds. Facilities which are situated in the public right-of-way are maintained by the Ada County Highway District (District). Certain facilities may receive drainage from public right-of-way, but are situated in Common Areas. Maintenance of facilities located outside the right-of-way is a shared responsibility of the Association and the District.

b. Easement rights for access and maintenance of stormwater facilities have been granted to the Ada County Highway District by the Association. The District has authority to enter Common Areas, to inspect and perform maintenance to stormwater facilities. Duties of the Association and the District for maintenance are set forth in the "Manual For Light Maintenance Of Stormwater Facilities At Turnberry Subdivision No's 1 & 2".

c. Concurrence from the District shall be obtained when changes to the previously approved documents are proposed.

d. Costs incurred by the District for any required maintenance to the property within the development (but not within the public right-of-way) may be assessed through the use of liens and/or assessment of maintenance costs against the real property taxes owed by the lots within the development.

**ARTICLE IV**  
**Architectural Review and Control**

**Subsection 4.7** of the Declaration shall be, and is hereby AMENDED AND RESTATED as follows:

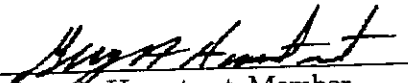
4.7 **Committee Discretion**. The Committee may, at its sole discretion, withhold or condition consent to or approval of any proposed improvement if a majority of the members of the Committee reasonably determines that the proposed improvement or any element(s) thereof would be inconsistent with the provisions or the intent and purposes of this Declaration; or inappropriate for the particular Lot(s) involved, or incompatible with any rules, regulations, policies, standards or design guidelines from time-to-time adopted by the Committee. Consideration of siting, location, shaped, size, color, design, height, solar access, impairment of the view from other Lots, general appearance and compatibility with neighboring improvements, factors which the Committee reasonably believes to be relevant, may, but shall not be required to be taken into account by the Committee in determining whether or not to approve or consent to, or condition its approval of or consent to, any proposed improvement. Regulations on siting of television antennas and satellite receiving dishes shall be in conformance with any applicable Federal Communications Commission rules.

**ARTICLE IX**  
**Miscellaneous Covenants**

1. **Amendment:** This Supplemental Declaration may not be amended, modified or repealed except by means of amendment, modification or repeal of the General Declaration specifically applicable to TURNBERRY SUBDIVISION NO. 2, or to all Property then subject of the General Declaration. Any such amendment, modification or repeal shall be effected in accordance with the provisions of subsection 9.2 of the General Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration this 12<sup>th</sup> day of January, 1999, effective as of the day and date first above written.

**BENCHMARK LAND COMPANY - TURNBERRY CROSSINGS II, L.L.C.**, an Oregon limited liability company.

By   
Greg A. Hemstreet, Member

By **Pacific Santa Fe Corporation**, Member

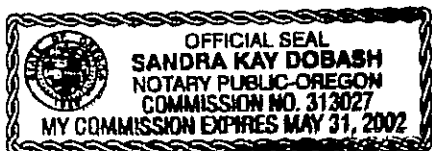
By   
Mark P. Rockwell, its President

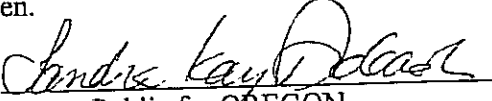
**ACKNOWLEDGEMENTS**

STATE OF OREGON, County of Washington} s.s.

On this 12<sup>th</sup> day of January, 1999, before me, the undersigned, a notary public in and for said state, personally appeared Greg A. Hemstreet, known or identified to me to be a member of BENCHMARK LAND COMPANY-TURNBERRY CROSSINGS II L.L.C., whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

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

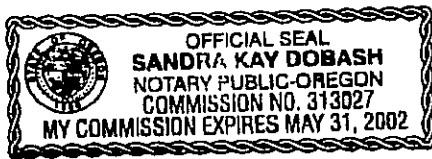


  
Notary Public for OREGON  
Residing at Lake Oswego  
My Commission Expires: 5-31-02

STATE OF OREGON, County of Washington} s.s.

On this 12<sup>th</sup> day of January, 1999, before me, the undersigned, a notary public in and for said state, personally appeared Mark P. Rockwell, President of Pacific Santa Fe Corporation, known or identified to me to be a member of BENCHMARK LAND COMPANY-TURNBERRY CROSSINGS II, L.L.C. whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

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



Sandra Kay Dobash  
Notary Public for OREGON  
Residing at Portland  
My Commission Expires: 5-31-02

## EXHIBIT A

### Legal Description for Turnberry Subdivision No. 2

A parcel of land being a portion of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  Section 4, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho being more particularly described as follows:

Fifty-Seven (57) buildable lots designated as Lots 3,4,5,6,7,8,9,10,11,12,13,14,and 15 of Block 1; Lots 2,3,4,5,6, and 7 of Block 4; Lots 20,21,22,23, and 24 of Block 5; Lots 14,15,16,17,18,19,21,22,23,24,25,26,27, and 28 of Block 6; Lots 5 and 7, Block 9; Lots 2,3,4,5,6,7,8,9,10, and 11, Block 10; Lots 1,2,3,4,5,6, and 7 of Block 11.

Seven (7) non-buildable lots designated as Lot 8, Block 4; Lot 1, Block 10; Lot 6, Block 9; Lot 8 Block 11; Lots 16 and 17, Block 1; and Lot 20, Block 6, TURNBERRY SUBDIVISION NO. 2, Ada County, Idaho.