MASTER DECLARATION

OF

ADA CO. RECORDER J. BAYID BAYARRO

BOISE ID Drughton Cauperation COVENANTS. CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

ASHFORD GREENS SUBDIVISION (18P

April 1, 1997

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ARTICLE L

RECITALS

WHEREAS, the undersigned (hereafter "Grantor") is the owner of certain land in Ada County, Idaho, more particularly described as follows (hereafter "Property"):

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lots 1 through and including 5, Block 9; Lots 1 through and including 3, Block 10; Lots 1 through and including 3, Block 10; Lots 1 through and including 4, Block 12; Lot 1, Block 13; Lots 1 through and including 25, Block 14; Lots 1 through and including 10, Block 15; Lot 1, Block 16; Lots 1 through and including 4. Block 17; Lot 1, Block 18; Lot 1, Block 19; and Lot 1, Block 20; ASHFORD GREENS SUBDIMISION, according to the official plat thereof filed in Book 73 of Plats at Pages 7567 and 7568, records of Ada County,

WHEREAS, the Grantoi desires to subject the Property to the covenants, conditions, restrictions, essements, reservations, similations and equitable servitudes herein set forth to (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and all other persons or entitles who may subsequently acquire an interest in the Property and (iii) create a residential development of high quality;

WHEREAS, as additional land owned by the Grantor adjacent to the Property is platted and developed for uses similar to that of the Property, upon election by the Grantor, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;

WHEREAS, because Ashlord Greens Subdivision will be developed in several phases, each of which may have unique characteristics, needs and requirements, the Grantor may, from time-to-time, promulgate further conditions, covenants, restrictions and easements as "Supplemental Declarations" relating to particular tracts or parcels of real property within Ashford Greens Subdivision;

WHEREAS, in order to achieve the objectives and desires of the Grantor, the Grantor will control the management and government of the Property and the non-profit association of Owners to be created until such time as the Owners take over the management functions through the Association upon substantial completion of the development process.

ARTICLE II.

DECLARATION

The Grantor hereby declares that the Properly and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, cocupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection. maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, destrability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, fills or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in the Property and any interest therein; and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor by and any Owner, or by the Owner's Association, as hereafter provided.

Natwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit for right to complete development of the Property in accordance with the plan therefor as the same exists or may be the Grantor's right to c modified from time to time by the Grantor not prevent normal construction activities during the construction of improvements upon any Lot in the Property. No development or construction activities shall be deemed to constitute a nulsance or violation of this Maxter Declaration by reason of noise, dust, presence of vehicles or construction machinery, arection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Maxier Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time and shall not be violative of the ordinances of the City of Meridian and/or Ada County, Idaho, applicable to the Property. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration.

In the event of a conflict between the provisions of this Master Declaration and the requirements of the ordinances of the City of Meridian and/or Ada County, Idaho, applicable to the Property, the more restrictive shall control.

ARTICLE W.

DEFINITIONS

As used in this Master Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee for the Property.

ACC Rules/ACC Standards: Such rules or standards promulgated by the Grantor and/or the ACC as authorized by Section 5.28, below.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Property are made subject to this Master Declaration.

<u>Ashford Greens Owners Association, Inc.</u> The Idaho non-profit corporation organized by the Grantor and compromised of Members and existing for the purpose of providing self-government for the Property.

Ashford Greens Subdivision: The whole of the Property and any additional fand annexed thereto as provided harein (also sometimes referred to herein as "Property").

<u>Assessment:</u> A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

Association: Ashford Greens Owners Association, Inc., an Maho non-profit corporation.

<u>Board</u>: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

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By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Common Area: All real property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, controlled or maintained for the betterment of the Owners and Occupants of the Property.

<u>Development:</u> The project to be undertaken by the Grantor resulting in the improvement of the Property, or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Grantor: The undersigned owner of the land comprising the Property, including a successor of the undersigned Grantor, which successor succeeds to the ownership of all of the Grantor's Interest in the whole of the Property.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, parking lots, aldewalks, walkways, waits, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent improvements on a Lot following the sale of that Lot by the Grantor to an Owner, and intended for residential occupancy.

<u>Umited Assessment:</u> An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Property, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach its reunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Property or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Master Declaration: This instrument as it may be amended from time to time.

Master Plan: The overall master development plan prepared by the Grantor for the whole of the Property, as the same exists from time-in-time and which illustrates the proposed total development contemplated by the Crantor and the nature and location of each of the uses intended to be allowed within the Property. Provided, that no use shall be allowed within the Property unless the same is in accordance with applicable zoning ordinances.

Member: Any person(s) who is an Owner of a Lot within the Property.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Property to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Master Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot within the Property.

Mortgage: The holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot with the Property owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or his leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or improvement on a Not whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple sitie to a Lot within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgages (of any priority) or other security holder provided said Mortgages or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgages or other security holder by purchase at foreclosure sale or otherwise.

Piet: A final subdivision plat covering any portion of the Property, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duty recorded amendments thereto.

<u>Property:</u> The whole of the Property described in Article I, above, and any additional land annuxed thereto under pursuant to Article XII, below.

Requist Assessment: An assessment lavial by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: An assessment favied by the Association other than a Pagular or Limited Assessment.

<u>Sub-Association</u>: An idaho non-profit corporation or unincorporated Association organized by the Grantor or by any Owner(s) pursuant to a Supplemental Declaration recorded by the Grantor for any specific tract or parcel within Ashford Greene Subdivision. Unless specifically provided to the contrary, or the context requires otherwise, a reference to "Association" shall include "Sub-Association."

<u>Sub-Association Board</u>: The duly elected and qualified Board of Directors of a Sub-Association. Unless specifically provided to the contrary, or the context requires otherwise, reference to "Board" shall include "Sub-Association Board."

Supplemental Declaration: The additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property within Ashford Greens Subdivision promulgated by the Greens and recorded in the official records of Ada County, klaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Master Declaration" shall include "Supplemental Declaration."

ARTICLE IV.

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and improvements.
- (b) The prevention of the exection within the Property of improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and insuring the erection of quality and attractive improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining proper set-backs from streets and open areas within the Property and adequate free spaces between improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time.
- (i) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes.

APTICLE V.

PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Unless as otherwise designated on the Maxter Plan for the Property, or unless otherwise specified in a Supplemental Declaration covering a particular Lot(e) or parcel(e), Lots shall be used only for residential purposes and such uses as are customarily incidental therato and Common Area. As used herein and elsewhere in this Master Declaration, "residential" shall mean the use of the improvements on a Lot for living accommodations by not more than two (2) unrelated persons, excluding guests of the principal occupant(s), which guests may reside therein on a temporary basis. Notwithstanding the provisions of 507-6530 et. seq., idate Code, as used in this Master Declaration, "residential" is not intended, nor shall the same be construed, to include the use of Lot for the operation of a sheller home for persons unrelated to each other or unrelated to the Owner or Occupant.

SECTION 5.02. <u>Buildings.</u> Except as otherwise designated on the Master Plan for the Property, or unless otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, no Lot shall be improved except with one (1) dwelling unit. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) and a maximum of four (4) standard size automobiles. No carports shall be allowed. The minimum equate footage of living area within a dwelling unit located on a Lot shall as provided in the ACC Rules/ACC Standards. The equate footage of living area shall be based on the finished interior Rving space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

SECTION 5.03. Approval of Use and Plans. No improvements shall be built, constructed, erected, placed or materially sitered within the Property unless and until the plans, specifications and alto plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article XI, below.

SECTION 5.04. Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack, garage, accessory building or out building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nulsance to the Occupant(s) of the other Lots within the Property by reason of unsightfineds or the excessive emission of furnes, odors, glare, vibration, gases, radiation, dust, liquid waste, amoke or noise. No split-entry Buildings or Buildings having more than two (2) stories shall be allowed.

SECTION 5.05. <u>Set-Backs</u>. No building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than is permitted by the ordinances of the City of Meridian and/or Ada County, idaho, applicable to the Property; provided, however, the ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

SECTION 5.08. Anisnnae. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the ACC.

SECTION 5.07. Ensements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Cocupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following essented:

- (a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded Plat(s) for any portion of the Property.
- (b) For the purpose of permitting the Grantor or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area to maintain, replace and restore landscaping and other improvements within the Common Area.
- (c) Reciprocal appurtenant easements of encroachment, not to exceed one foot (17, as between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or sattling or shifting of the improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.
- (d) Any additional sasements, if any, as shown and designated on a recorded Plat(s) for any portion of the Property.

The exament areas (excluding any equipment or appurienances owned by the Granter, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.08. <u>Lighting</u>. If required by the ACC, each Owner shall install, and maintain in a operative condition such exterior lighting as shall be provided in the ACC Rules/ACC Standards.

SECTION 5.09. Roofs. The type, pitch and roof covering material(s) which shall be required on Buildings within the Property shall be as set forth in the ACC Ruiss/ACC Standards. No gravel roofs shall be permitted.

SECTION 5.10. <u>Animals.</u> No animals, livestock, birds, insects or poultry of any kind shall be raised, brad, or kept on any Lot, except that not more than two (2) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a ruisance to others may be kept, provided that they are not kept, brad or maintained for any commercial purpose. Dogs and other similar pets shall be on a leasth when not confined to an Owner's Lot.

SECTION 5.11. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Property.

SECTION 5.12. Grading and Drainage. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Area, unless an express written easement for such purpose exists. The Owner of a Lot which drains upon, across or under an adjoining Lot(s) or Common Area shall be liable for any damage caused thereby and shall promptly take all action and make all modifications necessary to correct such non-parmitted drainance.

SECTION 5.13. <u>Commercial Use Prohibited</u>. Unless otherwise shown on the Master Plan for the Property and specifically permitted in a Supplemental Declaration, no Lot shall be used at any time for commercial or business activity, provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activities relating to the Property, model homes or real estate sales. The rental by an Owner of a Lot and the Improvements thereon for realdential purposes shall not be a use in violation of this Saction. The use of a Lot for a shelter home, as the same is defined in \$87-5530 et. seq., Idaho Code, whether or not operated for profit, shall, for the purposes of this Master Declaration, be a commercial or business use.

SECTION 5.14. <u>Maintenance</u>. The following provisions shall govern the maintenance of Lots and all improvements thereon:

- (a) Each Owner of a Lot shall maintain all improvements located thereon in good and sufficient repair and shall keep the improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, subbish and debris removed, weeds cut and otherwise maintain the same in a next and sesthetically pleasing condition.
- (b) Each Owner of a Lot shall maintain the landscaping planted and installed by the Owner in the five foot (5") landscape strip located between the street curb and the sidewalk adjacent to the Owner's Lot, as required by Section 5.25 of this Declaration, said landscaping to be maintained in a condition comparable to the condition of the landscaping on the Owner's Lot.
- (c) All damage to any improvements shall be repaired as promptly as is reasonably possible.
- (d) A Building which is vacant for any reason shall be kept tooked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration.
- (e) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offened a shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (7) No anticles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (g) Any event or condition on a Lot which, in the sols discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstending the fact that such event or condition may not be specifically described and/or prohibited in this Master Declaration.

In the event that any Owner shall permit any improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsais, unsightly or unattractive condition, the Board, upon litteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article IX of this Master Declaration.

SECTION 5.15. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.16. Bosts. Campers and Other Vehicles. Trailing, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than sutomobiles, when not in actual use, shall be kept at all times in an enclosed structure or screened from public view and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Property. No operative vehicle shall be parked or stored for a partied in excess of savanty-two (72) consecutive hours on any portion of a Lot between the front of a Building and the abutting public right-of-way. No indeparative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. A minimum of two (2) off-street parking spaces for automobiles shall be provided on each Lot. The primary purpose of the garage required on each Lot is for the parking and storage of sutomobiles and other vehicles (hereafter "sutomobiles"). No other use of a garage which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed shall be permitted. The Owner shall provide sufficient garage space or other enclosed parking approved by the ACC for all automobiles used by the Occupants of a Lot, which automobiles shall be kept within the garage, and the parking thereof in the driveway on the Lot or in a public right-of-way within the Subdivision, other than for temporary purposes (an determined by the ACC), is prohibited.

SECTION 5.17. Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.18. Exterior Materials and Colors. All exterior materials and colors shall be selected and used which are approved by the ACC and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance. All exterior finishes and/or colors shall be approved by the ACC and shall be in accordance with the ACC Rules/ACC Stendards.

SECTION 5.19. <u>Vehicles</u>. The use of all vehicles, including but not limited to automobiles, trucks, bloycles and motorcycles, shall be subject to ACC Rules/ACC Standards, which may prohibit or limit the use thereof within the Property, provide parking regulations and other rules regulating the same.

SECTION 6.20. <u>Exterior Energy Dovices</u>. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

SECTION 6.21. Maliboxes. No free-standing malibox shall be constructed or installed on any Lot without the prior written approval of the plans therefor by the ACC.

SECTION 5.22. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Property shall be permitted, provided the same is approved by the ACC prior to installation. Notwithstanding the foregoing, the ACC shall have the right to adopt ACC Rules/ACC Standards with respect to signs allowed within Ashford Greens Subdivision, which ACC Rules/ACC Standards, it adopted, shall regulate signs within Ashford Greens Subdivision and shall control over the specific provisions of this Section.

SECTION 5.23. <u>Subdividing.</u> No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC: provided, however, that nothing herein shall be deemed to prevent an Owner from translerring or selling any Lot to more than one person to be held by them as tenants in common, joint lenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor, in addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.24. Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation. The type, design, material and finish of all privacy fences shall be as specified in the ACC Rules/ACC Standards, it being the intent of the Grantor that all such privacy fencing shall present, to the extent reasonably precilicable, a uniform appearance throughout the Property. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances of the City of Meridian and/or Ada County, Idaho, applicable to the Property.

In addition to the requirements of the ACC Rules/ACC Standards applicable to fences, fencing, all fences and walls shall be subject to the following restrictions:

- (a) No fence or wall shall be parmitted to be constructed or installed on the Common Area or any portion of a berm constructed by the Grantor within the Property; provided, that if the Grantor constructs or installs a fence in a Common Area or on a berm, the ACC may allow fences on the adjacent Lot(s) to be attached thereto so long as such attachment does not (i) Impede the maintenance, repair or replacement of the Common Area or berm, (ii) alter the visual theme established by the fence constructed or installed by the Grantor, and (iii) does not project above the top of the fence constructed or installed by the Grantor.
- (b) Fences and walls shall not extend closer to any street than twenty fact (20') nor project beyond the setback of the principal Building on the Lot. No fence higher than six feet (6') shall be allowed without

the prior approval of the City of Meridian and/or Ada County, idaho, applicable to the Property (if required) and the ACC.

- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.
- (d) No fence or wall shall interiers with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded Plat(s) of the Property.
- (e) No fence, wall, hedge, high planting, obstruction or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Lots and streets, and shall not be allowed if the same constitute an undesirable, noxious or nuisance effect upon neighboring Lots.

SECTION 5.25. Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Article XI, below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. The use of barms and sculptures planting areas is encouraged. Landscaping of a Lot shall be in accordance with the approved plan.
- (b) Each Owner shall be required to landscape the five foot (5') landscape strip located between the street curb and the sidewalk adjacent to the Owner's Lot, which landscaping shall be included in the landscape plan to be submitted to and approved by the ACC. Notwithstanding the foregoing, the ACC shall have the right, if deemed necessary by the ACC to assure uniformity in and/or compatibility of the landscaping within said live foot (5') landscape strip within the Property, to adopt ACC Rules/ACC Standards which shall specify the nature, type, extent and design of the landscaping therein, and, if so adopted, the ACC Rules/ACC Standards shall be binding upon the Owners.
- (c) All required landscaping on a Lot shall be installed within sixty (60) days after substantial completion of the Building on the Lot, with a reasonable extension allowed for weather.
- (d) The ACC Rules/ACC Standards shall set forth the Initial minimum landscaping required on each Lot.

SECTION 6.26. <u>Irrigation Water</u>. Each Owner, by the acceptance of a deed to a Lot within the Property, acknowledges that the Grantor has no obligation to deliver irrigation water to the individual Lots within the Property. Provided, that if the Grantor constructs or installs any facilities for the delivery of irrigation water to the individual Lots, the maintenance, repair and replacement of such facilities shall be the responsibility of the Association, with the cost therefor to be included within the Regular Assessments described in Section 8.02, below.

SECTION 5.27. Adoption of ACC Rules/ACC Standards. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of improvements within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Master Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Master Declaration.

SECTION 5.29. Exemption of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or casements with respect to the Common Area to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of the Property owned or controlled by the Grantor, or to alter the foregoing and its Development plans and designs, or construct additional improvements as the Grantor deams advisable in the course of Development of the Property. This Master Declaration shall not limit the right of the Grantor at any time prior to acquicition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to litself, to utility companies and to others, as may from time to time be reasonably necessary. The Grantor need not sock or obtain ACC approval of any improvements constructed or placed within the Property by the Grantor in connection with the Development of the Property, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor. The Grantor shall be entitled to the non-exclusive use, without charge, of any Common Area within the Property in connection with the marketing of the Lots therein, in addition, the Grantor shall have the right, in connection with the marketing of the Lots, to Install, place, display and exhibit such algae, banners and other similar items on the Common Areas on and the Lot(s) owned by the Grantor for such a period of time as is reasonably deemed by the Crantor to be necessary.

ARTICLE VI.

ASHFORD GREENS OWNERS ASSOCIATION, INC.

SECTION 6.01. <u>Organization of Association</u>. Ashiord Greens Owners Association, inc. ahail be organized by the Grantor as an idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of incorporation, its By-Laws and this Master Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

SECTION 6.02. Sub-Association(s). Until completion of the Development, the Grantor shall have the sole and absolute right to create one or more Sub-Associations for purposes not inconsistent with this Master Decisration including, but not limited to, the following which shall be provided for in a Supplemental Decisration:

- (a) Acquire and improve any Lot, tract, parcel or portion of Ashford Greens Subdivision.
- (b) Promulgate rules and regulations governing Common Area owned by of under the control of the Sub-Association.
- (c) Determine the services, in addition to those furnished by the Association, which are to be furnished to or for the benefit of the Members of the Sub-Association.
- (d) Assess and certify to the Association for collection the Regular, Special and Limited Assessments required to meet the estimated cash needs of the Sub-Association.

The Articles of incorporation, By-Laws, rules, regulations and the Supplemental Declaration relating to a Sub-Association shall not be inconsistent with the terms and provisions of this Master Declaration and any inconsistency shall be governed by this Master

Declaration. Unless earlier consented to in writing by the Grantor, after completion of Development of Ashford Greene Subdivision, Sub-Associations may be formed by any Owner or group of Owners with the approval of the Board and by satisfying all necessary logal requirements including, but not limited to, the preparation, execution and recording of a Supplemental Declaration.

Except as provided to the contrary in this Master Declaration or unless specifically provided to the contrary in the Supplemental Declaration relating to a Sub-Association, the provisions of this Article shall be applicable to and shall regulate each Sub-Association.

SECTION 8.03. Relationship Between Association and Sub-Associations. It is the purpose and intent of the provisions of this Master Declaration that the Association shall be charged with and responsible for the management of all activities in Ashford Greens Subdivision including, in addition to all other duties and responsibilities set forth herein, the following:

- (a) The approval of all rules and regulations of each Sub-Association and providing of assistance to a Sub-Association in the enforcement thereof; and
- (b) The lavy and collection of Assessments of each Sub-Association which have been certified by the Sub-Association Board to the Association.

Nothing herein contained shall restrict or prohibit a Sub-Association from owning, in its own name, Common Area or other property related thereto, the use of which shall be restricted to Members of that Sub-Association. However, it is the intent of this Master Declaration that any such Common Area owned by a Sub-Association, the use and maintenance thereof and the activities of the Sub-Association, shall be consistent with and in furtherance of the Project Objectives and the terms and provisions of this Master Declaration to assure that the whole of Ashford Greens Subdivision is developed and approved as a quality residential community.

SECTION 8.04. Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferred of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.05. Voting. The Association (and each Sub-Association) shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners of Lots within the Property, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned.

CLASS B. Class B Members shall be the Grantor, and its successor(s) in title to a Lot(s), which Lots(s) is held by such successor in an unimproved condition (i.e., without a residential dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a residential dwelling, and to which successor the Grantor has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not no granted, such successor shall be entitled to the voting rights of a Class A Member with respect to each Lot owned. Upon the first sale of a Lot to an Owner, the Grantor shall thereupon be entitled to three (3) votes for each Lot owned by the Grantor. The Class B membership shall class and be converted to Class A membership when (1) the total votes outstanding in the Class B membership exceeds the total votes outstanding in the Class B membership, or (ii) January 1, 2009, whichever shall first occur.

SECTION 6.06. <u>Board of Directors and Officers</u>. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

SECTION 6.07. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Association and other responsibilities set forth in this Master Declaration, including, but not limited to, the following:

- (a) Assessments. The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration.
- (b) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Master Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (c) <u>Delegation of Powers</u>. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable.
- (d) <u>Usebility of Board Members and Officers</u>. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss of prejudice suffered or claimed on account of any act or emission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was evaluable, acided in good faith without willful or intentional misconduct.
- (e) Association Rules. The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Master Declaration. A copy of Association rules as they may from time to time be adopted, amended or repeated, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the exient of any such inconsistency.

- (f) Emergency Powers. The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving lineas or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by this Association unless said entry was necessitated by a condition caused by the Owner or Occupant.
- (g) <u>Licenses, Easements and Rights-of-Way.</u> The power to grant and convey to any third perty such licenses, easements, rights-of-way or fae tills in, on, through, under or of the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and walfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
 - Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities.
- (h) Fispal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.08. <u>Duties of Association</u>. In addition to the powers delegated to it by the Articles, By-Laws and this Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) Operation and Maintenance of Common Area. Perform, or provide for the performance of, the operation, maintenance and management of the Common Area and landscape easement areas, if any, owned or controlled by the Association, including the repair and replacement of property or improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, installed by the Grantor and/or an irrigation district for the delivery of irrigation water to the Lots, and the maintenance, management, repair or replacement all other property owned or controlled by the Association.
- (b) Taxes and Assessments. Pay all real and personal property taxes and assessments tevled against the Common Area owned or controlled by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association situal pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
- (c) <u>Utilities.</u> Acquire, provide end/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Area owned or controlled by the Association.
- (d) <u>Insurance.</u> Obtain, from reputable insurance companies authorized to do business in the State of idaho and maintain in effect the following policies of insurance:
 - (i) Fire insurance, including those risks embraced by coverage of the type new known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all improvements, equipment, findures and other property located within the Common Area owned or controlled by the Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Association.
 - (ii) Comprehensive public liability insurance insuring the Association, the Board, citicers, the Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.
 - (iii) If elected by the Board, full coverage directors and officers liability insurance in an amount determined by the Board.
 - (iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable taws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfessance or dishonesty of any person charged with the management or possession of any Association funds or other property.
 - (v) The Association shall be desirted a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
 - (vi) insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments (svied by the Association.
 - (vii) Notwithstanding any other provision herein to the contrary, the Association shall continuously maintain in effect such casualty, flability and other insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or Owner of a Lot within the Property, except to the extent such

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coverage is not evallable or has been waived in writing by FNMA, GNMA or FHLMC, as applicable.

- (e) <u>Administration Fees Costs.</u> Pay to the Grantor, so long as the Grantor manages the Association, all actual out-of-poolet costs paid or incurred by the Grantor in the management and administration of the affairs of the Association plus an administrative fee equal to six percent (6.0%) of the total income received by the Association, which administrative fee shall be compensation to the Grantor for the services provided to the Association.
- (f) <u>Identification Signs</u>. Maintain, repair and replace all permanent entry and special identification signs for the Property, whether the same be located within or without the boundaries of the Property.
- (a) Rule Making. Make, establish, promulgate, amend and rapeal Association rules.
- (h) <u>Architectural Control Committee</u>. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Master Declaration.
- (i) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Master Declaration and the Association rules.

8ECTION 6.09. <u>Budgets and Financial Statements</u>. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro-forms operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days after the beginning of each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

ARTICLE VII.

ASSOCIATION PROPERTIES

SECTION 7.01. Use. Each Owner of a Lot, his family, licentees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Association properties and the properties of any Sub-Association of which the Owner is a Member, subject to the following:

- (a) <u>Articles, Etc.</u> The provisions of the Articles and By-Laws of the Association and any Sub-Association applicable to the Lot, this Master Declaration and applicable Supplemental Declaration and the rules, regulations and standards promulgated thereunder. Each Owner, in using the Association or Sub-Association properties, shall comply with the same.
- (b) <u>Suspension of Rights</u>. The right of the Association or Sub-Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and requisitions of the Association or Sub-Association.
- (c) <u>Dedications.</u> The right of the Association or Sub-Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagess on any Lot or Common Area in Ashford Greens Subdivision.
- (d) Mortgage or Conveyance of Common Area. Except as provided in subsection (c), above, no portion of the Common Area shall be mortgaged or conveyed by the Association without the prior approval of at least two-thinds (2/3rds) of the Class A Members, which approval may be obtained in writing or by a vote of the Class A Members at a meeting called for such purpose and, with respect to such meeting, the provisions concerning notice and quorum in Section 8.11, below, shall apply.

SECTION 7.02. <u>Damages.</u> An Owner shall be illable for any damages to the Common Area which may be sustained by reason of the negligence, reckless or intentional misconduct of said Owner or of his family, licensess, invitees, lessess or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be as a Limited Assessment against that Owner's Lot and may be collected as provided in Article DK, below.

SECTION 7.03. <u>Damage and Destruction</u>. In the case of damage by fire or other casualty to properly owned by the Association or any Sub-Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association or the Sub-Association, as the case may be, and the recipient thereof shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04. <u>Condemnation</u>. If at any time any part of a Common Area or other property owned by the Association or any Sub-Association be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Association or the Sub-Association, whichever entity owns said property. The recipient of said payment shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Association or Sub-Association; (ii) acquire and/or improve additional properties for the Association or Sub-Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VIIL

ASSESSMENTS

SECTION 8.01. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association of a Sub-Association of which the Owner is a Member.

All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing tien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise evoid liability for any Assessment by non-use of the Common Area or by abandonment of his Lot.

SECTION 8.02. <u>Regular Assessments.</u> Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintanance and operation of the Common Arsa and all essement areas, if any, owned or controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(e).

The initial ennual Regular Assessment shall be the amount of \$180.00 per Lot, until changed by the Soard.

SECTION 8.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period at the Soard may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Umited Assessment), or for any other expenses incurred or to be incurred as provided in this Master Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Read

At the closing of the sals of each Lot by the Grantor, a special assessment of \$150.00 shall be collected from the purchaser of the Lot as payment for the set-up costs and the maintenance of the Common Area and landscape easements to be maintained by the Association.

SECTION 6.04. <u>Limited Assessments</u>. In addition to Regular and Special Assessments, Owners shall pay <u>Limited</u>
Assessments as follows:

- (a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Scard, to protect the Common Area or any other portion of the Property, and if the Owner of said Lot has falled or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
- (b) Correction of Violations. In addition to maintenance and repair, the Board, upon cartification from the ACC of the failure or refusal of an Owner to correct a violation of this Master Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article VIII and Article IX of this Master Declaration.
- (c) <u>Limited Purpose.</u> The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05. Sub-Association Assessments. Any Sub-Association of Ashford Greens Subdivision is hereby empowered to assess and certify for sevy and collection by the Association, Regular, Special and Limited Assessments on the Lote and Owners thereof who are Members of the Sub-Association. The certification for levy by a Sub-Association and the collection thereof by the Association shall be as follows:

- (e) The Sub-Association Board shall, following its By-Lawe, rules and regulations, meet and approve a Regular, Special or Limited Assessment.
- (b) A written certification signed by the President and Secretary of the Sub-Association that a Regular, Special or Limited Assessment has been approved by the Sub-Association Board shall be submitted to the Board. The certification shall contain the following: (i) a description of the type of Assessment to be levied and collected; (ii) the name and address of the Owner and the legal description of each Lot to be assessed; (iii) the amount to be levied and collected from each Owner; and (iv) the term of said levy and the due dates for the payment thereof by the Owners affected. The due dates may be adjusted by the Board to conform the same to the due dates of the Assessments of the Association for the purpose of ackieving efficiency and economy in preparing and mailing statements and notices and collection.
- (c) Upon compliance with the foregoing, the Board shall levy the Assessment so certified in accordance with the terms of the certification in the same manner as levies for Assessments of the Association. Any levy made by the Association on behalf of a Sub-Association pursuant to a proper certification shall have the same force and effect as a levy made by the Association.
- (d) The Association, upon receipt of funds paid pursuant to a levy certified by a Sub-Association, shall deposit such funds as received in the separate account of the Sub-Association, as designated by the Sub-Association.

SECTION 8.06. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner. Provided, however, that any Lot owned by the Grantor shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, such excess amounts so paid shall constitute either (i) a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within the Property, or (ii) a loss by the Grantor to the Association, without interest, shall be repaid by the Association to the Grantor from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Property in which the Grantor owns all of the Lots.

SECTION 8.07. <u>Uniform Rate of Assessment</u>. Except as expressly provided to the contrary in this Master Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.

SECTION 8.08. Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (16) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.09. Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so sat, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.10. <u>Entoposi Certificate</u>. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in datauit under the provisions of this Master Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mongages of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.11. Hotice and Quarum Requirements. Notwithstanding anything to the contrary contained in elitter the Articles or the By-Laws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 8.03, above, or a Umited Assessment described in Section 8.04, above, shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of Owners or of proxias entitled to cast sixty percent (60%) of the total votes of each class of Members of the Association subject to the levy of such Special or Limited Assessment shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a data not later than sixty (60) days after the data of initial meeting and at the rescheduled meeting the presence of Owners or of proxies entitled to cast ten percent (10%) of the total votes of each class of Members shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided in Section 8.04, above, there shall be no requirement of a quorum at a meeting rescheduled because of a tack of the required quorum at the Initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

ARTICLE IX.

ENFORCEMENT OF ASSESSMENTS

SECTION 9.03. <u>Plight to Enforce</u>. The right to collect and enforce payment of the Assessments made by the Association (notuding the Assessments made and certified by a Sub-Association) is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Master Declaration, the Owner against whom such enforcement is abught shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02. <u>Creation of Assessment Lions.</u> There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Property pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in tayor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a flest Mortgage or first Deed of Trust, duly recorded in Ada County, kisho, including all unpaid obligatory advances to be made pursuant thereto; and ((iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments (evied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 9.03. <u>Hotice of Accessment</u>. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of tilling, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association, acknowledged by a Notary Public and recorded in the office of the Adsociation shall prepare and record. At such time as a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04. <u>Enforcement.</u> Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the couts and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the tion being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lesse, rent, enounther, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION E.CS. Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 2.06. Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such N-5ce shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of sold Mortgages;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision:
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the Instrument number thereof:
- (e) The maturity date of the obligation secured by said Mortgage tion;
- A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgages or authorized agent.

In the event the Association shall be required to notify a Mortgages as herein provided, the Association shall assess the Owner who is delinquent the sum of \$25,00 as a reasonable charge for such notification and such charge shall the a cost of collection secured by the Assessment lien described in Section 9.02, above. The charge for such notification shall be subject to charge by the Board.

SECTION 9.07. <u>Term of Assessment</u>. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Master Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of said Assessment, or (ii) the date the last installment thereof is due and payable. Provided that the expiration of the iten as provided herein shall not release an Owner from the personal obligation to pay any Assessment.

SECTION 9.08. <u>Non-Exclusive Remedy</u>. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X

SUB-ASSOCIATIONS

SECTION 10.01. <u>Creation</u>. The Grantor shall have the right to create Sub-Associations as idaho non-profit corporations. Each such Sub-Association shall have all power, rights, obligations, responsibilities and duties and be subject to all of the same limitations and restrictions as are specified in this Master Declaration with respect to the Association, except for such differences, requirements or limitations as are expressly set out in this Master Declaration and/or the applicable Supplemental Declaration and such changes as the Grantor may deem appropriate as a result of the different and specific Common Areas being owned, maintained and managed by such Sub-Associations, which changes shall be set forth in a Supplemental Declaration.

SECTION 10.02. <u>Voting</u>. Each Sub-Association shall have the two (2) classes of voting membership and the voting rights shall be as specified for the Association in Section 6.05, above.

SECTION 10.03. Powers and Drilles. Each Sub-Association shall be managed by a Board of Directors and officers in the same manner as specified in Section 6.06, above, for the Association and shall have the same powers and duties with respect to its Members and the Common Areas owned, managed or maintained by it, including any easement areas controlled by it, said powers and duties to include the levying of Assessments and certification thereof to the Association for collection, adopting rules and regulations, granting easements, licenses and rights-of-way, payment of expenses, taxes, assessments, utility charges, insurance premiums and the preparation and distribution of budgets and financial statements as are provided in Article VI, above.

SECTION 10.04. <u>Members.</u> The Members of each Sub-Association shall be the Owners of Lots in the portion or phase of Ashford Greens Subdivision described in the Supplemental Declaration relating thereto. Memberships may only be transferred in the same manner as specified in Section 6.04, above.

ARTICLE XI.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 11.01. <u>Members of the Committee</u>. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 11.02. <u>Appointment</u>. So long as the Grantor owns any Lot or parcel within or adjacent to the Property, the Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right by a resolution in willing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC, in the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 11.03. <u>Compensation</u>. The members of the ACC shall not receive any compensation for sarvices rendered, but shall be reimbursed for social expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with a member of the ACC who is professionally qualified as an architect, engineer or designer for the review of the plans and specifications described in Section 11.07, below.

SECTION 11.04. Non-Uability. Neither the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury straing out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance straing out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring this thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 11.05. <u>Approval Required</u>. No construction, alternation, modification, removal or destruction of any improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the ACC.

SECTION 11.06. <u>Variances</u>. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, seathetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

It a variance is granted as provided herein, no violation of this Master Declaration, ACC Rules/ACC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a tearing of Owners thereon.

The granting of a variance by the ACC pursuant to this Saction shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Meridian and/or Ada County, Idaho, applicable to the Property.

SECTION 11.07. <u>Application</u>. To request ACC approval for the construction, alteration, modification, removal or demolition or any improvements within the Property, the Owner chait aubmit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) Site Pian. A site plan showing the location of the Building(s) and all other structures and improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the improvements.
- (b) <u>Building Pian.</u> A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
- (c) <u>Landscape Pian.</u> A landscape pian for portions of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinter system, fences, freestanding exterior lights, driveways, parking areas and walkways.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of sasisting the ACC in reviewing and processing the application.

SECTION 11.08. Completion Security Deposit. At the time of the submission of the application under Section 11.07, above, the Owner shall deposit with the ACC, as a completion security deposit (hareafter "Completion Deposit"), the amount of \$1,000.00, or such other amount as shall be determined by the ACC. The Completion Deposit shall be held by the ACC as security for the timely completion by the Owner of the improvements on the Lot as approved by the ACC, including, but not ilmited to the landscaping as provided in Section 5.25, above, and upon such timely completion shall be returned to the Owner without interest. If the Owner falls to timely complete such improvements, the ACC shall have the right to deduct from such Completion Deposit the amount of any penalties, off-sets and costs as sot forth in this Master Declaration or the ACC Rules/ACC Standards, including any costs which may be paid or incurred by the Association or a third party to complete such improvements.

SECTION 11.09. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all improvements shall produce and contribute to an orderly and aesthotically complementary design and appearance and be of the quality required to maintain the Property as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularly the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 11.10. <u>Inspection and Complaints</u>. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Master Declaration or the ACC Rules/ACC Standards or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Master Declaration or any applicable ACC Rules/ACC Standards. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by Inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Compilainant.

SECTION 11.11. Hearing. An Owner submitting an application under Section 11.07, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be neard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of relating a consultant(s) to advise the ACC and legal fess, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 11.13, below.

SECTION 11.12. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a having held pursuant to Section 11.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within tan (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board that fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a malled written notice. Written notice of time and place for hearing shall also be served by mall upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvens at a time and place determined by the Board, at which time the Board shall deat its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expanses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board consistutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 11.13, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 11.13. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Master Declaration, the ACC Rules/ACC Standards or the approved plane and specifications.

The ACC shall not commence such isgal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the solid discretion to commence auch proceedings.

The authority of the ACC as herein provided shall include the power to ratain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

in the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filled and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to lovy a United Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article DC, above.

SECTION 11.14. Additional [Jamages] in addition to the costs and expenses to be reimbursed by the Owner or the Comptainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Comptainant and the Lot owned by the Comptainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same a provided in Article IX, above.

SECTION 11.18. Non-Exclusive Remody. The right of the Association to levy a Limited Assessment as described in Sections 11.12 and 11.13, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without walver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 11.16. <u>Private Rights.</u> The Association shall not have the right to mediate or litigate private disputes between Deners where there is a legal or equitable remedy available to resolve said dispute when, in the sole dispution of the Board, the interests of the Association or a substantial number of the Owners would not be benefitted thereby.

ARTICLE XIL

ANNEXATION

SECTION 12.01. Annexation. Additional property may be annexed to Ashford Greens Subdivision and brought within the provisions of this Master Declaration by the Grantor, at any time, without the approval of any Owner or the Association, provided, that such annexation is first approved by the U.S. Department of Housing and Urban Development ("HUD"), if such approval by HUD is required as a condition for FHA/VA financing. To annex additional property to Ashford Greens Subdivision, the Grantor shall record an amendment to this Master Declaration which shall specify the annexation of the additional property to Ashford Greens Subdivision and which may supplement this Master Declaration with addition or different covenants and restrictions applicable to the annexed property, as the Grantor may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Grantor deems not appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions are not prohibited by the regulations and requirements of HUD for residential subdivisions of the nature and type as Ashford Greens Subdivision. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members. The amendment of this Master Declaration as authorized by this Section, to annex additional property to Ashford Greens Subdivision, Master Declaration.

SECTION 12.02. De-Annexation. The Grantor shall have the right to delete all or a portion of the Property from the coverage of this Master Declaration and the jurisdiction of the Association, so long as the Grantor is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Master Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XIII.

PROTECTION OF MORTGAGEES

SECTION 13.01. Purpose. Notwithstanding any and all provisions of this Master Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA), the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA) and the Veterans Administration (VA) to participate in the financing of the purchase of Lots within the Property, the provisions of this Article are added thereto. To the extent the following Sections of this Article conflict with any other provisions of this Master Declaration or the provisions of any Supplemental Declaration, this Article shall control.

SECTION 13.02. Restrictions on Amendments. No amendment of this Master Declaration shall operate to defeat or render invalid the rights of a Mortgages or beneficiary under any first Mortgage or first Deed of Trust upon a Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage or Deed of Trust such Lot shall remain subject to this Master Declaration, as amended.

SECTION 13.03. Mortgages Defined. For the purposes of this Article only, a "Mortgages" shall refer only to FHLMC, GNMA, FNMA, FNA and VA, as described in Section 13.01, above.

SECTION 13.04. Right to Notice. Each Mortgagee, upon filling a written request for notification with the Board in accordance with Section 9.06, above, shall be given written notice by the Association of any default by the Owner of the Lot encumbered by the Mortgage held by said Mortgages in the performance of such Owner's obligations under this Master Declaration and under any Supplemental Declaration applicable to the Lot, the Anicles or the By-Laws of the Association (hereafter collectively referred to as "Project Documents"), which default is not cured within thirty (30) days after the Association has notice of such default.

SECTION 13.05. <u>Exemption From Prior Assessments</u>. Each Mortgages which comes into possession of a Lot by virtue of foreclosure or otherwise shall take title to such Lot free from any claims for unpaid Assessments and charges against the Lot which accrue prior to the time such Mortgages comes into possession, except for claims for a share of such assessments or charges resulting from a reallocation thereof to all Lots, including the mortgaged Lot.

SECTION 13.06. Changes Requiring Unanimous Approval. Without the prior unanimous approval of all Mortgagees of Lots within the Property, neither the Association nor the Owners shall:

- (a) By act or omission seek to abandon, partition, cubdivide, encumber, sell or transfer the Common Area which is owned, directly or indirectly, by the Association, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the Intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this Section.
- (b) Change the ratio of Assessments or method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner or the method of allocating distributions of hazard insurance proceeds or condemnation awards.

SECTION 13.07. Restrictions on Other Changes. Without the prior written approval of at least seventy-five percent (75%) of the Mortgagess holding Mortgages on Lots within the Property, neither the Association nor the Owners shall:

(a) By act or omission change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of improvements on Lots within the Property, the exterior maintenance of said improvements, or the maintenance and upkeep of landscaping within the Property.

- (b) Fall to maintain fire and extended coverage insurance on insurable improvements within the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);
- (c) Use hazard insurance proceeds for losses occurring within the Common Area for any purpose other than the repair, replacement or reconstruction thereof.
- (d) Abandon or terminate the covenants, conditions, restrictions and easements of this Master Declaration or any Supplemental Declaration.
- (e) Make any material amendment to this Master Declaration or any Supplemental Declaration or to the Articles or By-Laws of the Association or any Sub-Association.

SECTION 13.08. <u>Flight to Inspect Books, Etc.</u> Mortgagess, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours; (ii) require from the Association the submission of audited annual financing reports and other financial data; (iii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

SECTION 13.09. <u>Notification of Damage</u>. Upon the Board receiving notice of any damage to the Common Area or any Lot wherein the cost of repair, replacement or reconstruction exceeds Ten Thousand Dollars (\$10,000.00) or notice of any condemnation or eminent domain proceedings or other similar involuntary acquisition of any portion of the Property, the Board shall give to each Mortgages which has filed with the Board a written request for notice, prompt written notice of said damage or condemnation.

SECTION 13.10. <u>Flight to Pay Charnes.</u> Mortgagees may pay taxes or other charges which are in default and which may or have become a charge egainst any Common Area and may pay any overdue premiums on hazard insurance policies covering said Common Area and said Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

SECTION 13.11. Fidelity Bond Required. The Board shall excure and caused to be maintained in force at all times a fidelity bond for any person or entity handling funds of the Association.

SECTION 13.12. <u>Lescae's Obligations</u>. Any agreement for the leasing or rental of a Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject to the provisions of the Project Documents. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of the Project Documents shall be a default under the leasing or rental agreement.

SECTION 13.13. <u>Liability for Taxes</u>. All taxes levied and assessed on the Common Area must be assessable against those Common Area only and the Association and/or any Sub-Association shall be solely responsible for the payment thereof.

SECTION 13.14. Waiver of Liability and Subrogation. Any provision in this Master Declaration which requires Owners to indemnify the Association, a Sub-Association, the Board or the Sub-Association Board, or other Owners against acts of the indemnitor is subject to the exception that if the liability, damage or injury is covered by any type of insurance and proceeds are actually paid to the Insured by reason thereof, the Indemnitor is relieved of liability to the extent of insurance proceeds so paid.

SECTION 13.15. FNMA and GNMA insurance Requirements. Notwithstanding any other provisions contained in this Master Declaration, the Association or a Sub-Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by FNMA and GNMA, so long as either is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by FNMA or GNMA.

SECTION 13.16. Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, FNMA, GNMA,FHA, VA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entity of mortgages encumbering Lots within improvements thereon. Each Owner hereby agrees that it will benefit the Association and each Owner, as a class of potential mortgage borrowers and potential sallers of theirs Lots, if such agundes approve the Property as a qualifying subdivision under applicable policies, rules and regulations as adopted from time-to-time.

SECTION 13.17. Consent to Release of Information by Mortgages. Mortgages are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot and each Owner of a Lot encumbered by such a Mortgage hereby consent thereto.

SECTION 13.18. Restricted Application. It is expressly provided that the terms, conditions and provisions of this Article shall not be operative or in force and effect unless and until FHLMC, FNMA, GNMA, FHA or VA purchases, grantees or insures a Mortgage on a Lot within the Property and then only to the extent the same are required by said purchaser, guaranter or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA or VA do not require, as a condition of approval of the Property as a qualifying aubdivision, the inclusion of one or more of the provisions of this Article, said non-required provisions shall be of no further force or effect.

ARTICLE XIV.

MISCELLANEOUS

SECTION 14.01. <u>Term.</u> This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2030, unless arrended as hereafter provided. After December 31, 2030, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourth (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 14.02. Amondment. This Master Declaration may be amonded as follows:

(a) By Grantor. Until title to a Lot within the Property is convayed by the Grantor to an Owner, this Master Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or larmination.

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(b) By Owners. Except where a greater percentage is required by an express provision in this Master Declaration, the provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including the Grantor, owning at least two-thirds (2/3rds) of the Lots covered by this Master Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 14.02 shall require the vote or written consent of the Owners, including the Grantor, of two-thirds (2/3rds) of the Lots covered by this Master Declaration.

SECTION 14.03. Sewer Coverings. The following covariants shall run with each Lot and any Common Area affected thereby and shall be binding upon each Owner of a Lot and all occupants of any improvements constructed on a Lot:

- (a) No Lot may be used or occupied for any allowed use unless the same is connected to the public sewerage collection system constructed and installed within the Property.
- (b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the improvements thereon and the connection thereof to the public sewerage collection system, said sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.
- (c) A monthly saverage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public saverage collection system in accordance with the ordinances and regulations of said municipal entity.
- (d) All sewer service tines connected to the sewerage collection system constructed and installed by the Grantor in the Property shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.
- (e) The Grantor shall provide access, satisfactory to the governmental entity having jurisdiction thereof, for sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way.
- (f) The Grantor and each Owner of a Lot hereby authorizes the governmental shifty having jurisdiction thereof, or its designee, to bring any action it deems necessary or required for the collection of any feas or charges due said entity for sewer service connected or monthly sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public sewerage collection system or use thereof as provided in this Section.
- (g) Unless the Property has been previously annexed into the corporate limits of Meridian City, Idaho, the recordation of a Plat for Ashford Greens Subdivision by the Grantor shall be deemed and construed as a request by the Grantor for the annexation of the property covered by said Plat into the corporate limits of the City of Meridian, Idaho. Such request shall be binding on all subsequent Owners of the Lots within the Property covered by said recorded Plat.

SECTION 14.04. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 14.05. <u>Non-Walver</u>. The failure of the Granior, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Decisration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a walver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 14.06. <u>Acceptance</u>. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to aif of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

SECTION 16.07. <u>Indemnification of Board Members</u>. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any attitement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfessance or maileasance in the performance of his or has duffer; provided that in the event of a certifement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the Indemnification of the Grantor during the initial period of operation of the Association or prior thereto during the period the Grantor is exercising the powers of the Association.

SECTION 14.08. <u>Notices</u>. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either personally or by mail. If delivery to made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 14.09. Interpretation. The provisions of this Master Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives set forth in Article IV, above, and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not altern that which is set forth in any of the provisions hereof.

SECTION 14.10. <u>Severability</u>. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF the Grantor has executed this Master Declaration as of the day and year first above written.

BRIGHTON CORPORATION

OLUMIA KUNIAMI DAVID W. TURNBULL, President

STATE OF IDAHO) 41:

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County of Ada

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OF ID A

On this Ax day of April, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the PRESIDENT of BRIGHTON CORPORATION, an idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument or behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

Notary Public for Idaho

Flesiding at

_, idaho

1/18/2000

My Commission Expires:____

STATE OF IDAHO)) ss
County of Ada) 55

On this day of May, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of BRIGHTON CORPORATION, an idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL) VBLIC *

Notary Public for Idaho
Residing at Whidian, Idaho
My Commission Expires: 4-19-2003

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RECORD WAT THE LECUEST OF

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ASHFORD GREENS SUBDIVISION

May	1,	1997	

RECITALS

WHEREAS, there has been recorded by Brighton Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision, dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111, records of Ada County, Idaho (hereafter "Master Declaration");

WHEREAS, Section 14.02(a) of the Master Declaration allows for the amendment of the Master Declaration by the Grantor by the recordation in the records of Ada County, Idaho, of a written instrument signed by the Grantor and acknowledged setting forth the amendment; and

WHEREAS, the Grantor is the owner of all of the Lots covered by and subject to the Master Declaration.

NOW, THEREFORE, pursuant to Section 14.02(a) of the Master Declaration, the Master Declaration is hereby amended as follows:

1. Amendment of Section 9.02. Section 8.0.3 of the Master Declaration, entitled "Regular Assessments" is hereby amended to hereafter read as follows:

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and all easement areas, if any, owned or controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

The initial annual Regular Assessment shall be the amount of \$250.00 per Lot, until changed by the Board.

1. Amendment of Section 8.03. Section 8.03 of the Master Declaration, entitled "Special Assessments" is hereby amended to hereafter read as follows:

SECTION 8.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Master Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

At the closing of the sale of each Lot by the Grantor, a Special Assessment of \$250.00 shall be collected from the purchaser of the Lot as payment for the set-up costs and the maintenance of the Common Area and landscape easements to be maintained by the Association.

In addition, upon the transfer by an Owner of fee title to a Lot to a third party, except a transfer by the Grantor to an Owner, a Special Assessment of \$100.00 shall be collected from the Owner (transferor) or the third party (transferee) as an administrative fee for the transfer of the membership in the Association.

- 2. <u>Remaining Terms and Conditions</u>. Except as expressly provided herein, the remaining terms, conditions and covenants of the Master Declaration shall remain unchanged and in full force and effect.
- 3. Effective Date. This First Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and the owner of all of the Lots within Ashford Greens Subdivision, has hereunto executed this First Amendment as of the date and year first above written.

GRANTOR:

BRIGHTON CORPORATION

FIRST AMENDMENT TO MASTER DECLARATION - 2 98001915 98001915

BOISE ID SECOND AMENDMENT TO MASTER DECLARATION OF

Bughton Orpondo COVENANTS. CONDITIONS, RESTRICTIONS AND EASEMENTS

'98 JAN 9 PM 3 00 ASHFORD GREENS SUBDIVISION

(To Annex a Portion of Ashford Greens No. 2 Subdivision)

RECORDED TO THE REQUEST OF

January 6, 1998

RECITALS

WHEREAS, there has been recorded by Brighton Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision, dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated May 1, 1997, recorded May 5, 1997, as Instrument No. 97034750, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration allows for the annexation of additional property to Ashford Greens Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this First Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this First Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lots 2 through and including 10, Block 16, and Lots 5 through and including 9, Block 17, ASHFORD GREENS NO. 2 SUBDIVISION, according to the official plat thereof filed in Book 75 of Plats at Pages 7798 through and including 7802, records of Ada County, Idaho.

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this First Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Ashford Greens Subdivision, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Ashford Greens Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE V.

EFFECTIVE DATE

This First Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, have hereunto executed this First Amendment as of the date and year first above written.

GRANTOR:

BRIGHTON CORPORATION

David W. Turnbull, President

STATE OF IDAHO)
County of Ada) ss.

On this day of January, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of BRIGHTON CORPORATION, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

SEADS AR DUBLIC OF ID HO

Notary Public for Idaho
Residing at Alama, Idah

My Commission Expires

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR JAMES PLACE AT

ASHFORD GREENS NO. 2 SUBDIVISION

September 1, 1998

ADA COUNTY RECORDER ADA COUNTY RECORDER AND AVARRO ARTIGISE, 10 AHO

1998 (297 & 1:52

RECORDED-REQUEST OF
Brighton Corporation
FEE 5100 DEPUTY Klaugh

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WHEREAS, there has been recorded by Brighton Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision, dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111, records of Ada County, Idaho, which Master Declaration was amended by a (i) First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated May 1, 1997, recorded May 5, 1997, as Instrument No. 97034750, records of Ada County, Idaho, and (ii) a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated January 6, 1998, recorded January 9, 1998, 1998, as Instrument No. 98001915, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration allowed for the recording of a Supplemental Declaration(s) relating to and covering certain specific tracts within Ashford Greens Subdivision;

WHEREAS, the Master Declaration allowed for annexation of additional property to Ashford Greens Subdivision, which additional property, when annexed will be brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Supplemental Declaration is to provide for the annexation of the additional property hereafter described as a part of Ashford Greens Subdivision, to be known as "James Place at Ashford Greens", and to set forth additional or amended covenants, conditions, restrictions and easements applicable only to said annexed property, it being the purpose and intent of the Grantor that the provisions of the Master Declaration shall be incorporated herein as if set forth in full and, further, that the provisions of the Master Declaration as amended or modified herein shall apply only to the property within James Place at Ashford Greens which is described below.

ARTICLE II.

PROPERTY COVERED

The property which is covered by this Supplemental Declaration is described as follows:

Lots 1 through and including 93 of Block 23, ASHFORD GREENS NO. 2 SUBDIVISION, as shown on the official plat thereof, filed in Book 75 of Plats at Pages 7798 through and including 7802, records of Ada County, Idaho.

which above-described Lots are hereafter called "James Place at Ashford Greens" or "Annexed Property."

ARTICLE III.

DECLARATION OF ANNEXATION

The Grantor hereby declares that James Place at Ashford Greens (as above described) is hereby annexed to and made a part of Ashford Greens Subdivision and is hereby made subject to all of the covenants, conditions, restrictions and easements and remaining provisions of the Master Declaration as modified as hereafter provided.

ARTICLE IV.

EASEMENT FOR MAINTENANCE

Section 5.01 of the Master Declaration is amended to include the following additional easement as Section 5.01(e), which additional easement shall be applicable only to the Lots within James Place at Ashford Greens:

(e) For the purpose of permitting the Sub-Association, its contractors and agents, to enter upon the Lots within James Place at Ashford Greens and, if required, within the Buildings, for the purpose of performing all maintenance, repair and replacement rights and duties set forth in this Supplemental Declaration; provided, that entry upon a Lot or within a Building shall be at reasonable times and intervals with a minimum of inconvenience to the Occupants of the Building(s).

ARTICLE V.

COMMON DRIVEWAY LOTS AND EASEMENTS

Section 5.07 of the Master Declaration is amended to include the following additional easements as Section 5.07(f), which additional easements shall be applicable only to the Lots within James Place at Ashford Greens which are adjacent to and abut Lot 11, 15, 23, 29, 37, 44, 51, 67 74, 82, 85 or 89, Block 23 of Ashford Greens No. 2 Subdivision (hereafter "Common Driveway Lots"):

(f) An non-exclusive easement for ingress and egress on, over and along the Common Driveway Lot which is adjacent to and abuts the Lot owned by an Owner, which easement shall be for the mutual use of the Common Driveway Lot by the Owners of the Lots which are adjacent to and abut the Common Driveway Lot (hereafter "Abutting Lots"), the Occupants of the Abutting Lots, and the licensees and invitees of the said Owner and Occupants,

notwithstanding the vesting of the title to the Common Driveway The Owners, Occupants, licensees and invitees of the Dominant Lots shall be entitled to full use and enjoyment of the whole of the Common Driveway Lot for ingress to and egress from such Abutting Lots, and no Owner, Occupant, licensee or invitee shall obstruct or inconvenience the free and unrestricted use thereof by any other Owner, Occupant, licensee or invitee entitle to use the Common Driveway Lot. The Owners of the Abutting Lots served by the Common Driveway Lot shall share equally in all costs to improve, repair, replace or maintain the improvements located on the Common Driveway Lot (hereafter "Maintenance Costs") and in the event any Owner pays more than his share of such costs, such Owner shall be entitled to prompt reimbursement from the other Owners of the excess costs paid by him, prorated based on the number of Owners obligated to share said costs. Provided, however, that absent a case of emergency, no Owner shall have the right to incur such costs or expenses without the consent and approval of a majority of all other Owners obligated to pay a portion thereof. Notwithstanding the foregoing, an Owner of an Abutting Lot shall not be obligated to pay any of the Maintenance Costs if (i) there are no Improvements on such Owner's Abutting Lot, or (ii) if all ingress to and egress from such Owner's Abutting Lot is provided by a public or private right-of-way adjacent to and abutting the Abutting Lot and such Owner and the Occupants of the Abutting Lot do not use the Common Driveway Lot for ingress and egress to such Owner's Abutting Lot. improvements shall be placed or permitted to remain on a Common Driveway Lot which shall interfere with the intended use or purpose of the easements for ingress and egress herein created in favor of the Abutting Lots, and no other activity shall be undertaken on a Common Driveway Lot which may interfere with the ingress and egress intended to be provided by such easements. The easements for ingress and egress herein created shall be appurtenant to the Abutting Lots and shall be covenants that run with the Abutting Lots.

ARTICLE VI.

JAMES PLACE AT ASHFORD GREENS OWNERS ASSOCIATION, INC.

The Grantor shall create and organize James Place at Ashford Greens Owners Association, Inc. (hereafter "Sub-Association") as an Idaho non-profit corporation pursuant to the provisions of the Idaho statutes regulating the same. Said non-profit corporation shall be a "Sub-Association" as defined in the Master Declaration. The Sub-Association shall be charged with the duties and invested with the powers set forth in the Articles of Incorporation and By-Laws for said Sub-Association and as set forth in the Master Declaration, as supplemented herein. Neither the Articles nor By-Laws of the Sub-Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Master Declaration as herein supplemented. The memberships, classes of voting memberships, board of directors, powers and duties of the Sub-Association shall be as set forth in the Master Declaration, as hereafter

supplemented. The Sub-Association shall not be dissolved nor shall it be relieved of its responsibility to maintain the private road, as provided in Article VII, below, without the express approval of the City of Meridian, Idaho.

ARTICLE VII.

MAINTENANCE OF PRIVATE ROAD AND SECURITY FACILITIES

Section 7.01. Ownership of Private Road and Security Facilities. At a date not later than the date that a Lot within James Place at Ashford Greens is improved with a dwelling unit and occupied, the Grantor shall convey Lot 1 of Block 23 of Ashford Greens Subdivision No. 2 (hereafter "Private Road") to the Sub-Association and transfer title to any Improvement, equipment, property or system comprising the security system (hereafter "Security Facilities") to the Sub-Association.

Section 7.02. <u>Duty to Maintain Private Road</u>. The Sub-Association shall be responsible for maintaining the Private Road which shall serve the Lots within James Place at Ashford Greens. Such maintenance shall include, but not be limited to, the following: the repairing, patching, sealing, replacing and caring for the Private Road, curb and gutter Improvements, including the sweeping and cleaning thereof, when required. As used herein, "Private Road" shall include the roadway surface, curbs, gutters and sidewalks, if any, located within said Lot 1 of Block 23, and any appurtenant Improvements located thereon or therein, such as street lights, street signs and landscaping.

Section 7.03. <u>Duty to Maintain Security Facilities</u>. The Sub-Association shall be responsible for maintaining all Security Facilities located within James Place at Ashford Greens, except those which are installed by an Owner on a Lot and designed for the protection of the Building and/or Occupants thereof. Such maintenance shall include, but not be limited to, the following: the general maintenance and upkeep, repairing, replacing, restoration and rebuilding of all and any such Security Facilities as the same may be constructed and installed within James Place at Ashford Greens by the Grantor or the Sub-Association, including any appurtenances or related property used or necessary in connection therewith. In addition, if the operation of said Security Facilities requires the payment of on-going expenses to operate the same, such as utility expenses, the Sub-Association shall be responsible for the payment of all such on-going expenses. As used herein, "Security Facilities" shall include all equipment, property and systems installed to serve exclusively the Lots and the Owners within James Place at Ashford Greens, on a common basis, but shall not include any such equipment, property or systems installed to serve less than all of such Lots and/or Owners.

Section 7.04. <u>Liability for Damage</u>. In the event that any maintenance, repair or replacement of all or any portion of the Private Road or the Security Facilities is performed by the Sub-Association as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Sub-Association and/or the Sub-Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in the Master Declaration.

Section 7.05. <u>Cost of Maintenance, Repairs and Replacement</u>. The cost of the maintenance, repairs and replacements of the Private Road and the Security

Facilities within James Place at Ashford Greens and the continuing operational expenses, if any, including taxes, shall be paid by the Sub-Association from the funds of the Sub-Association obtained by Regular or Special Assessments against the Lots within James Place at Ashford Greens. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within James Place at Ashford Greens on an equal basis. In the event the Sub-Association does not have adequate funds to pay the cost and expenses deemed by the Board of the Sub-Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to the Private Road or the Security Facilities and the timing of the payment thereof shall rest solely with the Board of the Sub-Association.

Section 7.06. <u>Easement for Maintenance</u>. There is hereby reserved to the Sub-Association, its contractors and agents, an easement to enter upon the Lots within James Place at Ashford Greens for the purpose of accomplishing all maintenance, repair and replacement rights and duties of the Sub-Association set forth in this Supplemental Declaration.

Section 7.07. Easement for Use. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner, and their respective successors and assigns, for the purposes incidental to the use and enjoyment of the Lots, a perpetual easement to enter on, over and across Lot 1 of Block 23 as shown on the recorded plat for Ashford Greens Subdivision No. 2, which Lot is to be used as the Private Road, providing ingress to and egress from each Lot. It is expressly understood and agreed that the easement herein created shall be absolute and non-exclusive and that in all respects the Private Road shall be used, and available for use, by all such persons, their tenants, quests, invitees and licensees in the same manner as if the Private Road were a public road, subject to the right of the Board of the Sub-Association to impose such rules, regulations and restrictions, as may be necessary, required or convenient to assure the privacy, security and well-being of each such Lot and the Occupants residing within James Place at Ashford Greens, provided, however, that such shall not deprive or unreasonably restrict any of such Occupants the right to have access to and from such Lot.

Section 7.08. Reserve for Maintenance, Repair and Replacement. The Board of the Sub-Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Private Road and the Security Facilities and for the purpose of funding the same, the Board of the Sub-Association shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board of the Sub-Association. The Board of the Sub-Association shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an interest-bearing account in an appropriate financial institution.

Section 7.09. <u>ACHD Not Liable</u>. It is acknowledged and agreed that neither Ada County Highway District nor any other governmental entity having jurisdiction and control over the public right(s)-of-way within Ada County shall have any obligation or

responsibility to maintain, repair or replace all or any portion of the Private Road within James Place at Ashford Greens or the Security Facilities for James Place at Ashford Greens. Any purported amendment to this Section to impose liability upon Ada County Highway District or any other governmental entity for the Private Road and/or the Security Facilities within James Place at Ashford Greens shall be of no force or effect unless Ada County Highway District or such other governmental entity shall expressly consent thereto.

ARTICLE XIII.

MAINTENANCE OF LOTS AND IMPROVEMENTS THEREON

The following provisions shall govern the maintenance of Lots and all Improvements thereon:

Section 8.01. Maintenance of Exterior of Buildings. The Sub-Association shall be responsible for maintaining the exterior of all Buildings located within James Place at Ashford Greens. The exterior maintenance to be performed by the Sub-Association shall include the following: painting, staining, repairing, replacing and caring for all exterior surfaces, including the exterior portions of doors, but not including maintaining, repairing, replacing or cleaning of roofs, glass, exterior articles of hardware not specifically mentioned herein, window casements, sashes and frames other than painting or staining of the same, which excluded items shall remain the responsibility of the Owner of the Lot on which the Building is located; and the maintaining, repairing and replacing exterior lighting, exterior portions of chimneys, rain gutters and downspouts. Notwithstanding the foregoing, the maintaining, repairing and replacement of roofs may be included within the maintenance obligations of the Sub-Association upon an amendment to this Section which is approved in accordance with Section 13.01, below.

Section 8.02. Maintenance of Landscaping. The Sub-Association shall be responsible for maintaining, repairing and replacing that portion of the landscaping hereafter defined on each Lot within James Place at Ashford Greens, provided, that it shall be the responsibility of each Owner, at the Owner's cost, to install the initial landscaping within the time specified in the Master Declaration, and all such landscaping shall be in accord with the Landscape Plan approved by the ACC as provided in the Master Declaration. The portion of the landscaping on each lot to be maintained by the Sub-Association shall include the landscaping in front and side yards not enclosed by a fence, including trees, shrubs and sprinkler system, but shall not include berming, mounding, grading, drainage, fences, flower beds, freestanding exterior lights, parking areas and walkways, which items are defined as part of the "landscaping" in the Master Declaration.

Section 8.03. <u>Easement for Maintenance</u>. Each Owner hereby grants to the Sub-Association and its employees and contractors an easement and license to enter upon such Owner's Lot for the purpose of performing the maintenance, repair and replacement as described in Sections 8.01 and 8.02, above, and each Owner shall allow such employees and contractors access to any portions of the Owner's Lot that is enclosed by a fence, such access to be at such time(s) as necessary to permit such employees and contractors to perform the work as scheduled by the Sub-Association or its employees or contractors. In the event an Owner fails, intentionally or unintentionally, to allow the employees and/or contractors of the Sub-Association access

to the fenced portions of such Owner's Lot at the time(s) scheduled, the Sub-Association shall be not be required to perform such work until the next regularly scheduled date therefor.

In the event that any maintenance, repair or replacement of the exterior of a Building or the landscaping which is to be maintained, repaired or replaced by the Sub-Association as provided in Sections 8.01 and 8.02, above, is required because of the wilful or negligent act of an Owner, the Owner's family, guests or invitees, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Sub-Association and/or the Sub-Association may assess the cost of the same against said Owner and said Owner's Lot as a Limited Assessment against said Lot which Limited Assessment shall be enforceable in the manner set forth in Article IX of the Master Declaration.

Section 8.04. Owners' Responsibility for Maintenance. Each Owner of a Lot within James Place at Ashford Greens shall be responsible, at such Owner's cost, to maintain, repair and replace all other portions of Building(s) and other Improvements located on such Owner's Lot which are not to be maintained, repaired or replaced by the Sub-Association pursuant to Sections 8.01 and 8.02, above, including, but not limited to, all interiors of the Building(s), including, without limitation, maintaining, repairing, replacing electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, whether built-in or freestanding, air conditioning, heating, sewerage disposal and interior fire protection systems and all other amenities and hardware located within the interior of the Building; and the maintaining, repairing, replacing of all walks, parking areas and driveways located on said Owner's Lot.

Notwithstanding the obligation of the Sub-Association to perform the maintenance, repairs and replacement described in Sections 8.01 and 8.02, above, any such maintenance, repair or replacement which is not the result of normal wear and exposure but, instead, is required as a result of the willful or negligent act of an Owner, a member of an Owner's family, or a guest or invitee of the Owner, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Sub-Association and/or the Sub-Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in the Master Declaration.

Section 8.05. Repair of Damage. All damage to any Building or Improvement located on a Lot shall be repaired as promptly as is reasonably possible.

Section 8.06. <u>Vacant Buildings - Unimproved Lots</u>. A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Declaration.

Section 8.07. Required Enclosures. All structures, facilities, equipment, objects and conditions determined by the ACC for Ashford Greens, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.

Section 8.06. Storage in Certain Areas Prohibited. No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.

Section 8.07. Disposal of Trash and Waste. The Owners and Occupants of each Abutting Lot, excepting those Owners and Occupants who do not use the Common Driveway Lot for ingress to and egress from the Abutting Lot, shall be required to place all trash and waste to be collected by the trash disposal company serving James Place at Ashford Greens at curbside of the Private Road, as defined in Article VII, above, near the intersection of the Common Driveway Lot and the Private Road. The Owners and Occupants of each Abutting Lot covered by this Section 8.07 shall place such trash and waste at the required location no earlier than the evening prior to the date of scheduled collection and shall, following such collection, promptly remove any trash or garbage cans, boxes or other items, including any trash or waste not collected.

Section 8.08. <u>Correction of Blighting Influence</u>. Any event or condition on a Lot which, in the sole discretion of the Board of the Sub-Association or ACC for Ashford Greens, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

Section 8.09. Sub-Association Right to Correct Condition. In the event that any Owner shall permit any Building or other Improvement located on a Lot, including portion of the landscaping which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board of the Sub-Association, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any Building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Sub-Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Sub-Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board of the Sub-Association, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article IX of the Master Declaration.

ARTICLE IX.

PROPERTY USE RESTRICTIONS

James Place at Ashford Greens is intended to provide housing for senior citizens where residents can own their own homes on lots in a secluded area surrounded by full perimeter fencing and limited access, with property use restrictions designed to enhance the peace and comfort of all of the residents. To that end, the following restrictions shall apply to Lots within James Place at Ashford Greens and shall be for the benefit of and limitations upon all present and future Owners of the Lots, or any

interest therein. The following restrictions shall be in addition to all restrictions and limitations upon the use of a Lot as contained in the Master Declaration, all of which shall be applicable to the Lots within James Place at Ashford Greens unless expressly provided to the contrary in this Supplemental Declaration.

Section 9.01. <u>Limitation on Use</u>. No Lot shall be used except for single family residential purposes. To the extent permitted by law, no family may regularly reside upon or occupy a Lot unless at least one (1) resident is fifty-five (55) years of age or older and regularly resides upon or occupies said Lot. A minimum of eighty percent (80%) of residents must be fifty-five (55) years of age or older.

If an Owner of a Lot fifty-five (55) years or older should die and leave a surviving resident under the age of fifty-five (55) years of age who succeeds to such deceased Owner's ownership interest in the Lot, that person may occupy the Lot as long as he or she desires, without regard to the eighty percent (80%) minimum set forth above.

As used herein, the term "regularly" is defined to mean any period of time in excess of twenty-one (21) calendar days during any calendar year. The Board of the Sub-Association may grant temporary and reasonable extensions of visitor status where extenuating circumstances are found to exist.

Owners may at any time be required to furnish to the Board of Directors documentation when renting, leasing or selling their Lot which is satisfactory to the Board of Directors and evidences that the occupants of the residential dwelling unit located on such Lot satisfy the requirements of this Section.

A variance from the minimum age limitation of fifty-five (55) years or age or older may be permitted by the Board of the Sub-Association in the following circumstances:

- (a) Residency by Care Giver. Any resident requires in-home care by a qualified caregiver who resides with such resident.
- (b) <u>Care of Family</u>. A resident is legally responsible for the temporary care and housing of immediate family members.

Section 9.02. Leasing or Sale. Any lease between an Owner and a tenant and any contract of sale between an Owner and a buyer with respect to a residential dwelling unit located on a Lot within James Place at Ashford Greens shall provide that the terms of such lease or contract of sale shall be subject in all respects to the provisions contained in the Master Declaration and this Supplemental Declaration, the Articles of Incorporation and the By-Laws of the Sub-Association, and that any failure by such tenant or buyer to comply with the terms thereof shall be a default under such lease or contract of sale. For the purposes of this Section, a "lease" shall mean any agreement for the leasing or rental of a residential dwelling unit on a Lot (including a month-to-month rental agreement), and all such leases shall be in writing. The Sub-Association may require an Owner to provide a copy of such lease or contract of sale to the Sub-Association so that the Sub-Association can confirm that the tenant or the buyer, as the case may be, has been informed of and agrees to abide by the terms of the Master Declaration, this Supplemental Declaration, the Articles of Incorporation and the By-Laws of the Sub-Association.

ARTICLE X.

INSURANCE

Section 10.01. Property Casualty Insurance. Each Owner of a Lot shall purchase and keep in force a policy of property casualty insurance in an amount equal to the full replacement value (that is, one hundred percent (100%) of the then current replacement cost, exclusive of land, foundation, excavation and other items normally excluded from coverage) of all Building(s) and other Improvements located on such Owner's Lot, with an inflation quard endorsement and such other endorsements as the Owner deems appropriate. The maximum deductible shall be the amount of \$1,000.00 per loss or occurrence, with the Owner(s) of the Lot(s) damaged or destroyed being responsible for the payment of such deductible. In addition, each Owner of a Lot in James Place at Ashford Greens shall be responsible for the insurance of the personal property located on said Owner's Lot. The policy of property casualty insurance required to be purchased and kept in force by each Owner shall afford protection against loss or damage by fire or other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage and other risks as are customarily covered in extended coverage property casualty and damage insurance policies for similar property. In addition, the insurance required herein shall contain the following provisions:

- (a) <u>No Contribution</u>. The insurance coverage shall be written as and shall provide primary coverage of the risks insured against, not contributing with and not in excess of coverage carried by an Owner or the Mortgagee of an Owner.
- (b) **No Prejudice**. The insurance coverage shall not be prejudiced by:
- (i) Any act or negligence of an Owner when such act or negligence is not within the control of the Sub-Association; or
- (ii) Any failure of the Sub-Association to comply with any warranty or condition regarding any portion of a Building over which the Sub-Association has no control.
- (c) No Cancellation or Modification. The insurance coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Sub-Association.
- (d) <u>Waiver of Subrogation</u>. The policy(s) of insurance shall contain a waiver of subrogation by the insurer as to any and all claims against the Sub-Association, the Owner of any Lot within James Place at Ashford Greens and/or their respective agents, co-insurance or on an invalidity arising from the acts of an insured.

A certificate of the policy of insurance to be provided by each Owner under this Section shall be delivered to the Sub-Association within ten (10) days after the Building and Improvements constructed by an Owner on a Lot are substantially completed and thereafter within thirty (30) days prior to the expiration of the term of each policy.

Section 10.02. Common Area Property Casualty Insurance. The Sub-Association shall purchase and keep in force a policy of insurance in the amount equal to the full replacement value (that is, one hundred percent (100%) of the then current replacement cost, exclusive of land, foundation, excavation and other items normally excluded from coverage) of all improvements and other property owned by the Sub-Association and located within James Place at Ashford Greens, or adjacent thereto if used exclusively by the Owners of the Lots within James Place at Ashford Greens, with an inflation guard endorsement and such other endorsements as may be reasonably determined by the Board of the Sub-Association. Such policy shall afford protection against loss or damage by fire or other hazards covered by the standard extended coverage endorsement and by acts of vandalism, malicious mischief, windstorm, water damage and such other risks as are customarily covered in extended coverage property insurance policies for similar property. In addition, such insurance shall contain the following provisions:

- (a) <u>No Contribution</u>. The insurance coverage shall be written as and shall provide primary coverage of the risks insured against, not contributing with and not in excess of coverage carried by the Association.
- (b) No Prejudice. The insurance coverage shall not be prejudiced by:
- (i) Any act or negligence of the Sub-Association or any officer, employee, agent or contractor of the Association; or
- (ii) Any failure of the Sub-Association to comply with any warranty or condition regarding any portion of a Building over which the Sub-Association has no control.
- (c) <u>No Cancellation or Modification</u>. The insurance coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Sub-Association.
- (d) <u>Waiver of Subrogation</u>. The policy(s) of insurance shall contain a waiver of subrogation by the insurer as to any and all claims against the Sub-Association, the Owner of any Lot within James Place at Ashford Greens and/or their respective agents, co-insurance or on an invalidity arising from the acts of an insured.

Section 10.03. Comprehensive Public Liability Insurance. The Sub-Association shall purchase and keep in force a master or blanket policy of comprehensive public liability insurance (hereafter "Public Liability Policy") insuring the Sub-Association, the members of the Board and the officers of the Sub-Association, the Grantor and the individual Owners, and the agents and employees of each of the foregoing (hereafter collectively "Insureds"). The Public Liability Policy shall have bodily and personal injury limits of not less than (i) \$1,000,000.00 per person per occurrence, (ii) \$2,000,000.00 aggregate for premises and operations, (iii) \$1,000,000.00 aggregate for products and completed operations, (iv) \$50,000.00 for fire legal liability, and (v) medical payments of \$5,000.00 per person, and property loss or damage limits of not less than \$500,000.00. The limits of said coverage shall be periodically reviewed by the Board of the Sub-Association and may be increased or decreased by the Board of the Sub-Association

in the exercise of reasonable prudent business judgment. The Public Liability Policy shall protect the Insureds against any liability incident to the ownership and/or use of the Private Roads and any Common Area owned by the Sub-Association or easement areas under the control of the Sub-Association. The public liability policy shall contain a provision that an Insured shall nevertheless be entitled to recover under such policies for any loss occasioned by such Insured, or its partners, officers, employees or agents. The Public Liability Policy shall be written as a primary policy, not contributing with and not in excess of coverage which an Insured may carry.

Section 10.04. Other Insurance. In addition to the insurance policies required under Sections 10.02 and 10.03, above, if elected by the Board of the Sub-Association, the Sub-Association shall purchase and maintain the following policies of insurance:

- (a) <u>Directors and Officers Liability Insurance</u>. Full coverage directors and officers liability insurance in an amount determined by the Board of the Sub-Association.
- (b) <u>Public Liability Insurance Umbrella</u>. A public liability umbrella insurance policy providing protection of the Insureds named in Section 10.03, above, in such additional amount as the Board of the Sub-Association may determine.
- (c) Other Insurance. Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board of the Sub-Association shall deem necessary or required to carry out the Sub-Association's functions or to insure the Sub-Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Sub-Association funds or other property.

Section 10.05. <u>Premiums - Allocation</u>. The premiums for all of the foregoing described insurance shall be deemed an expense to be included in the Regular Assessments levied by the Sub-Association or, in the case of unexpected or unanticipated expense, a Special Assessment as provided for in the Master Declaration. Such premiums for insurance shall be apportioned among the Lots within James Place at Ashford Greens on an equal basis. In the event the Sub-Association does not have adequate funds to pay the insurance premiums for the insurance deemed by the Board of the Sub-Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

Section 10.06. Insurance Reserve Account. The Sub-Association shall have the right to establish a reserve account (hereafter "Insurance Reserve Account") for the payment of insurance premiums relating to the insurance policies purchased and maintained by the Sub-Association relating to James Place at Ashford Greens. For the purpose of funding the Insurance Reserve Account, the Board of the Sub-Association shall have the right to assess each Lot that is improved with a Building, a Regular Assessment or a Special Assessment which shall be certified to and collected by the Association of Ashford Greens Subdivision as other Assessments. The amount of said Regular Assessments or Special Assessments determined for the purpose of funding the Insurance Reserve Account shall be determined by the Board of the Sub-Association. The right to assess each Lot to fund the Insurance Reserve Account shall include the

right to make an initial Assessment in the amount of the first (1st) year's premium(s) for said insurance. The Board of the Sub-Association shall have the right to place all funds collected for the Insurance Reserve Account in an interest bearing account at a financial institution approved by the Board of the Sub-Association.

ARTICLE XI.

INITIAL REGULAR ASSESSMENT

The initial Regular Assessment (exclusive of an initial assessment for insurance premiums as provided in Section 10.06, above) for each Lot in James Place at Ashford Greens, which are subject to assessment, shall be determined by the Grantor no later than the date the first (1st) Lot within James Place at Ashford Greens is improved with a residential dwelling unit and is occupied. The initial Regular Assessment shall be established based on the anticipated costs and expenses to operate, maintain, repair, replace and insure the Private Road and Security Facilities, and to perform the maintenance, repair and replacement obligations of the Sub-Association, as set forth in this Supplemental Declaration. When the amount of the initial Regular Assessment is established, written notice thereof shall be given to each Owner of a Lot within the Subdivision subject to assessment. Thereafter, the Annual Regular Assessment shall be established by the Board of the Sub-Association. The initial Regular Assessment shall be payable in equal monthly or quarterly installments, as determined by the Board of the Sub-Association, commencing the first calendar month or calendar quarter, as the case may be, following the date of initial occupancy of a residential dwelling unit located on a Lot in James Place at Ashford Greens subject to assessment hereunder. Except as provided hereafter, the Grantor's obligations with respect to Regular or Special Assessments of the Sub-Association shall be limited to ten percent (10%) of the amount assessed against the Lots owned by other Owners which are improved with a residential Until a Lot subject to assessment hereunder is improved with a dwelling unit. residential dwelling unit and occupied, the Owner (excepting the Grantor) of such unimproved Lot within James Place at Ashford Greens shall be obligated to pay one-half (1/2) of the Regular and Special Assessments established by the Grantor or the Board of the Sub-Association. Provided, however, that nothing herein shall obligate the Grantor to pay any Assessment with respect to a Lot subject to assessment hereunder within James Place at Ashford Greens, so long as the Grantor owns fifty percent (50%) or more of the Lots subject to assessment within James Place at Ashford Greens.

The Board of the Sub-Association shall have the right to assess Regular, Special and Limited Assessments which shall, except as otherwise specifically provided in this Article, be in accordance with and subject to the terms and conditions provided for such Assessments in the Master Declaration.

ARTICLE XII.

SIDE YARD EASEMENTS

Section 12.01. Right to Create Side-Yard Easements. The Grantor shall have the right at any time prior to the construction of a residential dwelling on a lot to declare and create a five foot (5') easement (hereafter "Side-Yard Easement") on, over, along and across any Lot (hereafter "Servient Lot") adjacent to and along the whole of the side yard lot line that abuts an adjacent Lot (hereafter "Dominant Lot"), which Side-

Yard Easement shall, if so declared and created by the Grantor, except as expressly provided to the contrary hereafter, be for the sole and exclusive use of the Dominant Lot, provided that there shall be only one (1) such Side-Yard Easement on each Servient Lot. The location of the Side-Yard Easement on each Servient Lot, if not shown on the recorded subdivision plat for James Place at Ashford Greens, if declared and created by the Grantor, shall be determined by the location of the Building on the Servient Lot and shall be located along the side lot line which is nearest to the Building constructed by an Owner on such Owner's Lot. If the Grantor declares and creates a Side-Yard Easement on a Lot in accordance with this Section, the Grantor shall execute, acknowledge and record in the official records of Ada County, Idaho, a Declaration of Side-Yard Easement, which shall evidence the declaration and creation by the Grantor of the Side-Yard Easement and shall describe the location thereof upon the Servient Lot.

Section 12.02. Purpose of Side-Yard Easements. The purpose of the Side-Yard Easements, if declared and created by the Grantor pursuant to Section 12.01, above, shall be to allow the Owner of the Dominant Lot the right to perpetually use and maintain, on an exclusive basis (except as expressly provided to the contrary hereafter), the area within the Side-Yard Easement for any use or purpose for which the Dominant Lot may be used, subject to applicable setbacks as provided in the Master Declaration or required by the applicable ordinances of the City of Meridian, Idaho, as modified by any special or conditional use permit granted by the City of Meridian, Idaho, and relating to James Place at Ashford Greens.

Section 12.03. <u>Easements Appurtenant</u>. If the Grantor declares and creates a Side-Yard Easement on a Lot, such Side-Yard Easement shall be an easement appurtenant to the Dominant Lot and cannot be separated from the Dominant Lot or transferred or assigned by the Owner of the Dominant Lot.

Section 12.04. Covenants Running with Land - No Termination. Each Side-Yard Easement declared and created by the Grantor hereunder shall be a perpetual easement running with the land and shall inure to the benefit of and be binding upon the Owner of the Servient Lot and the Dominant Lot and their respective successors and assigns including, without limitation, all subsequent owners of either the Servient Lot and the Dominant Lot and all persons claiming under and through them. Each Side-Yard Easements declared and created by the Grantor shall not terminate by lapse of time, non-use or the lack of maintenance.

Section 12.05. Right of Access by Servient Lot. Notwithstanding the exclusive nature of the Side-Yard Easements as may be declared and created by the Grantor hereunder, the Owner or Occupant of the Servient Lot, and their employees, agents and contractors, shall have the right to enter upon the Side-Yard Easement located on the Servient Lot, if such entry is necessary for the maintenance, repair or restoration of the improvements located on the Servient Lot. Any such entry by the Owner or Occupant of the Servient Lot, or their employees, agents or contractors, shall be at such time(s) and intervals as shall minimize the inconvenience of the Owner or Occupant of the Dominant Lot, and, when possible, shall be made after notice, written or oral, given to the Owner or Occupant of the Dominant Lot. The Owner or Occupant of the Servient Lot shall be responsible for the repair of any damage to any property, including landscaping, located on the Side-Yard Easement resulting from such entry, which repair shall be made promptly after such entry, but in no event more than ten (10) days thereafter.

Section 12.06. Right to Mortgage. The Owner of the Dominant Lot shall have the right to mortgage such Owner's rights with respect to a Side-Yard Easement which is appurtenant to such Owner's Lot, if required by the mortgagee, and, in such event, the mortgagee of an Owner's interest in the Side-Yard Easement shall have no obligation hereunder unless and until the mortgagee acquires the fee title to the mortgaged property.

The mortgage by the Owner of a Servient Lot shall be subordinate to and junior to the right of the Owner of the Dominant Lot in and to a Side-Yard Easement, if any, located on the Servient Lot.

Section 12.07. Acceptance and Succession. If a Side-Yard Easement is declared and created by the Grantor, each Owner of the Servient Lot, and each successor Owner of the Servient Lot, by the acceptance of a deed to the Servient Lot, shall be deemed to agree to, and to be bound by, the terms, conditions and covenants of this Supplemental Declaration, including the provisions of this Article. The rights and obligations contained in this Article shall bind each Owner of a Lot within James Place at Ashford Greens, the such Owner's Occupants, heirs, personal representatives, successors and assigns.

Section 12.08. <u>Indemnification</u>. From and after the date that the Grantor declares and creates a Side-Yard Easement on a Lot, the Owner of each Dominant Lot shall indemnify, save and hold harmless the Owner of the Servient Lot, and such Owner's heirs, personal representatives, successors and assigns, from and against any claim, liability, damage, judgment, cost or expense, of whatever kind or nature, including attorneys fees, arising from or relating to the use by the Owner of the Dominant Lot of the Side-Yard Easement located on the Servient Lot.

Section 12.09. Settlement of Disputes Concerning Side-Yard Easements. In the event of any dispute arising between the Owner of a Dominant Lot and the Owner of a Servient Lot concerning a Side-Yard Easement located on the Servient Lot, or a dispute between said Owners involving the interpretation of this Article, the matter shall be submitted to the Board of the Sub-Association, which shall act as a Board of Arbitration and shall proceed in accordance with the rules and procedures of the American Arbitration Association then in effect, and the decision of the majority of the members of the Board shall be binding on the respective Owners of the Servient Lot and the Dominant Lot.

ARTICLE XIII.

MISCELLANEOUS

Section 13.01. <u>Amendment</u>. This Supplemental Declaration may be amended as follows:

(a) **By Grantor**. Until title to a Lot within James Place at Ashford Greens is conveyed by the Grantor to an Owner, this Supplemental Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged, setting forth such amendment or termination.

- (b) **By Owners**. Unless a greater percentage is required by an express provision in the Master Declaration, the provisions of this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Sub-Association certifying that such amendment has been approved by vote or written consent of the Owners, excluding the Grantor, owning at least fifty-one percent (51%) of the Lots within James Place at Ashford Greens not owned by the Grantor, and, so long as the Grantor owns a Lot within James Place at Ashford Greens, the Grantor, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 13.01 shall require the vote or written consent of the Owners of seventy-five percent (75%) of the Lots within James Place at Ashford Greens not owned by the Grantor, and, so long as the Grantor owns a Lot within James Place at Ashford Greens, the Grantor.
- (c) By Amendment of Master Declaration. An amendment to the Master Declaration duly adopted as permitted therein shall, without further action, amend this Supplemental Declaration, unless such amendment to the Master Declaration is contrary to the express terms and provisions of this Supplemental Declaration, or render the same invalid or unenforceable, in which event said amendment shall not be deemed to amend this Supplemental Declaration unless said amendment is expressly approved and adopted in the manner provided in this Section as an amendment to this Supplemental Declaration.

Section 13.02. Right of Enforcement. Except as may be expressly reserved to the Board of the Sub-Association in the Master Declaration or this Supplemental Declaration, the covenants, conditions, restrictions and easements contained in the Master Declaration or this Supplemental Declaration may be enforced by the Board of the Association of Ashford Greens Subdivision, the Board of the Sub-Association, the ACC, or any Owner of a Lot in James Place at Ashford Greens. It is the intent of this Section, that all rights of enforcement by the Association of Ashford Greens Subdivision and/or an Owner of the terms and provisions of said Master Declaration are herein granted to the Sub-Association and/or any Owner to enforce the covenants, conditions, restrictions and easements contained in this Supplemental Declaration; provided, however, the right to enforce the payment of Assessments as provided in Article IX of the Master Declaration shall remain solely in the Board of Ashford Greens Owners Association, Inc., unless said Board fails or refuses to enforce the same in a timely manner in which event the Sub-Association shall have the right to enforce the Sub-Association Assessments in the same manner provided in said Article IX of the Master Declaration.

Section 13.03. <u>Intent of Incorporation of Master Declaration</u>. It is the intent of the Grantor that incorporating the Master Declaration as a part of this Supplemental Declaration, by the applicable definitions, terms and provisions thereof shall be part of this Supplemental Declaration.

Section 13.04. <u>Successor to Grantor</u>. All rights of the Grantor under this Supplemental Declaration shall inure to and shall be exercisable by the successor in title (hereafter "Successor Grantor") to the Grantor named below in the event the Grantor named in this Supplemental Declaration conveys to the Successor Grantor fee title to all of the Lots within James Place at Ashford Greens then owned by the Grantor, for the purpose of enabling the Successor Grantor to market and sell the Lots within said

Subdivision to individual Owners for the construction thereon of residential dwelling units.

Section 13.05. <u>Interpretation</u>. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter.

Section 13.06. <u>Captions</u>. All captions and titles used in the Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

Section 13.07. Severability. Each of the provisions contained in this Supplemental Declaration, including the Master Declaration incorporated herein by reference, shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF the Grantor has hereunto executed this Supplemental Declaration as of the day and year first above written.

BRIGHTON CORPORATION

By Mulle Mulle Survey David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 20th day of State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of BRIGHTON CORPORATION, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

SEAL PUBLIC *

Residing at Mridian

My Commission Expires:

ADA COUNTY RECORDER CON FEE DEPUTY NO

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THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ASHFORD GREENS SUBDIVISION

December 30, 1998

RECITALS

WHEREAS, there has been recorded by Brighton Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision, dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated May 1, 1997, recorded May 5, 1997, as Instrument No. 97034750, records of Ada County, Idaho, and further amended by a Second Amendment to Master Declaration to Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated January 6, 1998, recorded January 9, 1998, as Instrument No. 98001915, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, Section 14.02(b) of the Master Declaration allows for the amendment of the Master Declaration by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including the Grantor, owning at least two-thirds (2/3rds) of the Lots covered by this Master Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder; and

WHEREAS, the Owners, including the Grantor, of two-thirds (2/3rds), or more, of the lots within the Subdivision have agreed in writing to amend the Master Declaration by revising Section 6.08(a) thereof as hereafter provided;

NOW, THEREFORE, pursuant to Section 14.02(b) of the Master Declaration, the Master Declaration is hereby amended as follows:

- 1. Amendment of Section 6.08(a). Section 6.08(a) of the Master Declaration, entitled "Operation and Maintenance of Common Areas" is hereby amended to hereafter read as follows:
 - (a) Operation and Maintenance of Common Area. Perform, or provide for the performance of, the operation, maintenance and management of the Common Area, landscape and/or storm drain easement areas, if any, owned or controlled by the Association, or which exist for the use and benefit of Ashford Greens Subdivision, or any portion thereof, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss, the

maintenance, repair and replacement of any facilities, if any, installed by the Grantor, an irrigation district for the delivery of irrigation water to the Lots, or any other entity for the use and benefit of Ashford Greens Subdivision, and the maintenance, management, repair or replacement all other property owned or controlled by the Association.

- 2. Remaining Terms and Conditions. Except as expressly provided herein, the remaining terms, conditions and covenants of the Master Declaration shall remain unchanged and in full force and effect.
- 3. **Effective Date.** This Third Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned certifies that, pursuant to Section 14.02(b) of the Master Declaration, the Owners, including the Grantor, of more than two-thirds (2/3rds) of the Lots within Ashford Greens Subdivision approved in writing the foregoing amendment to the Master Declaration.

DATED as of the 30th day of December, 1998.

ASHFORD GREENS OWNERS ASSOCIATION, INC.

udu Kurabagi

ATTEST:

FIRST AMENDMENT
TO MASTER DECLARATION - 2

STATE OF IDAHO)
) ss:
County of Ada)

On this day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of ASHFORD GREENS OWNERS ASSOCIATION, INC., an Idaho Non-Profit Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

Notary Public for Idaho

Residing at 1999 ALALAN, Idaho My Commission Expires: 4.29.49

ADA COUNTY RECORDER
J. DAVID NAVARRO
ROISS, IDAHO

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99080494

Brighten Corp

FOURTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ASHFORD GREENS SUBDIVISION
(To Annex Ashford Greens No. 3 Subdivision)

August 9, 1999

RECITALS

WHEREAS, there has been recorded by Brighton Corporation, an Idaho Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated May 1, 1997, recorded May 5, 1997, as Instrument No. 97034750, records of Ada County, Idaho and amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated January 6, 1998, recorded January 9, 1998, as Instrument No. 98001915, records of Ada County, Idaho and amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated December 30, 1998, recorded December 31, 1998, as Instrument No. 98126555 records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration allows for the annexation of additional property to Ashford Greens Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Fourth Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Fourth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lots 4 through and including 30 of Block 10, ASHFORD GREENS NO. 3 SUBDIVISION, according to the official plat thereof filed in Book 78 of Plats at Pages 8301 thru 8302, records of Ada County, Idaho,

which above described real property is hereafter referred to as "Annexed Property".

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Fourth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration

ARTICLE III.

ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Ashford Greens Subdivision, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Ashford Greens Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE V.

EFFECTIVE DATE

This Fourth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Fourth Amendment as of the date and year first above written.

GRANTOR:

BRIGHTON CORPORATION

By: Maud M. Surubulf

David W. Turnbull, President

On this 1th day of 100 Notary Public in and for said State, person	1999, before me, t	the undersigned, a
Notary Public in and for said State, person	nally appeared DAVID W. IURN	BULL, known of
identified to me to be the President of BRIG		
Corporation that executed the foregoing in	strument or the person who execu	ited the foregoing
instrument on behalf of said Corporation, executed the same.		
IN WITNESS WHEREOF, I have he day and year in this certificate first above wr	itten.	,
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A Company of the Comp	Notary Public for Idaho	
	Posiding of Poise Idoho	9.29.99
A BLICA		

STATE OF IDAHO

County of Ada

) ss:

RECORDED - REQUEST OF

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 AU - 1 PM 4: 51

FEE 1 DEPUTY PROPERTY

100060886

ALLIANCE TITLE

FIFTH AMENDMENT TO MASTER DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

ASHFORD GREENS SUBDIVISION

(To Annex Ashford Greens No. 4 Subdivision)

July 26, 2000

RECITALS

WHEREAS, there has been recorded by Brighton Corporation, an Idaho Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated May 1, 1997, recorded May 5, 1997, as Instrument No. 97034750, records of Ada County, Idaho and amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated January 6, 1998, recorded January 9, 1998, as Instrument No. 98001915, records of Ada County, Idaho and amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated December 30, 1998, recorded December 31, 1998, as Instrument No. 98126555 records of Ada County, Idaho, and amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated August 9, 1999, recorded August 11, 1999, as Instrument No. 99080494 records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration allows for the annexation of additional property to Ashford Greens Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Fifth Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Fifth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lots 2 through and including 25 of Block 19, and Lot 1, Block 26 of ASHFORD GREENS NO. 4 SUBDIVISION, according to the official plat thereof filed in Book 80 of Plats at Pages 8689 thru 8690, records of Ada County, Idaho,

which above described real property is hereafter referred to as "Annexed Property".

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Fifth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Ashford Greens Subdivision, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Ashford Greens Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE V.

EFFECTIVE DATE

This Fifth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Fifth Amendment as of the date and year first above written.

GRANTOR:

BRIGHTON CORPORATION

By: Manuall Husubull
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

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

Notary Public for Idaho Residing at: Meridian, Idaho

My Commission Expires: 10/06/2005

ACCOMMODATION RECORDING

RECORDED - REQUEST OF

ADA COUNTY RECORDER

J. DAYIO HAVARRO

HAVARRO

TITLEONE FEE 0 - DEPUT DE 102021428

SIXTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ASHFORD GREENS SUBDIVISION

ASHFURD GREENS SUBDIVISION
(To Annex Ashford Greens No. 5 Subdivision)

February 20, 2002

RECITALS

WHEREAS, there has been recorded by Brighton Corporation, an Idaho Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111. records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated May 1, 1997, recorded May 5, 1997, as Instrument No. 97034750, records of Ada County, Idaho and amended by a Second Amendment to Master Declaration of Covenants. Conditions, Restrictions and Easements for Ashford Greens Subdivision dated January 6, 1998, recorded January 9, 1998, as Instrument No. 98001915, records of Ada County, Idaho and amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated December 30, 1998, recorded December 31, 1998, as Instrument No. 98126555 records of Ada County, Idaho, and amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated August 9, 1999, recorded August 11, 1999, as Instrument No. 99080494 records of Ada County, Idaho, and amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated July 26, 2000, recorded August 1, 2000, as Instrument No. 100060886. records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration allows for the annexation of additional property to Ashford Greens Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Sixth Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Sixth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lot 26 through and including Lot 40 of Block 19, Lot 1 through and including Lot 16 of Block 28, and Lot 1 and Lot 2 of Block 29 of ASHFORD GREENS NO. 5 SUBDIVISION, according to the official plat thereof filed in Book 83 of Plats at Pages 9172 thru 9173, records of Ada County, Idaho,

which above described real property is hereafter referred to as "Annexed Property".

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Sixth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Ashford Greens Subdivision, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Ashford Greens Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE V.

EFFECTIVE DATE

This Sixth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Sixth Amendment as of the date and year first above written.

GRANTOR:

BRIGHTON CORPORATION

David W. Turnbull, President

STATE OF IDAHO) s County of Ada)

On this Other day of May of May 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of BRIGHTON CORPORATION, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

Notary Public for Idaho Residing at: Meridian, Idaho

My Commission Expires: 10/06/2005

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/04/02 08:53 AM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Title One
AMOUNT 12:00



SEVENTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ASHFORD GREENS SUBDIVISION
(To Annex Ashford Greens No. 6 Subdivision)

December 3, 2002

RECITALS

WHEREAS, there has been recorded by Brighton Corporation, an Idaho Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated April 1, 1997, recorded April 23, 1997, as Instrument No. 97031111, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated May 1, 1997, recorded May 5, 1997, as Instrument No. 97034750, records of Ada County, Idaho and amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated January 6, 1998, recorded January 9, 1998, as Instrument No. 98001915, records of Ada County, Idaho and amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated December 30, 1998, recorded December 31, 1998, as Instrument No. 98126555 records of Ada County, Idaho, and amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated August 9, 1999, recorded August 11, 1999, as Instrument No. 99080494 records of Ada County, Idaho, and amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated July 26, 2000, recorded August 1, 2000, as Instrument No. 100060886, records of Ada County, Idaho, and amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision dated February 20, 2002, recorded February 21, 2002, as Instrument No. 102021428, records of Ada County, Idaho (hereafter as amended "Master Declaration").

WHEREAS, the Master Declaration allows for the annexation of additional property to Ashford Greens Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

SEVENTH AMENDMENT
TO MASTER DECLARATION - 1

WHEREAS, the purpose of this Seventh Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Seventh Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lots 41 through and including 54 of Block 19, Lots 3 through and including 14, Block 29 and Lot 1, Block 30 of ASHFORD GREENS NO. 6 SUBDIVISION, according to the official plat thereof filed in Book 85 of Plats at Pages 9506 thru 9508, records of Ada County, Idaho,

which above described real property is hereafter referred to as "Annexed Property".

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Seventh Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Ashford Greens Subdivision, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV.

AMENDMENTS TO MASTER DECLARATION

Amendments to Section 12.01 of the Master Declaration, the Grantor hereby supplements the master declaration with the following additional covenants, conditions, restrictions and easements which shall be applicable to the Annexed Property:

- A. <u>Amendment of Section 6.08</u>. Section 6.08 of the Master Declaration entitled "Duties of Association," is hereby amended to add a new subsection (i) which shall provide as follows:
 - (i) Operation and Maintenance Requirements for Storm Water Retention Facilities. Perform, or provide for the performance of, the operation and maintenance of storm water retention facilities in accordance with the requirements of the Operation and Maintenance Manual for Light Maintenance of the Storm Water Retention Facilities for Ashford Greens Subdivision No. 6, filed by the Grantor with Ada County Highway District, as the same now exists or may hereafter be amended or supplemented. The Association hereby grants the Ada County Highway District the following rights:
 - (1) The Ada County Highway District has the right to inspect such facilities, and if necessary, promptly perform and required light maintenance.
 - (2) The Ada County Highway District's concurrence is required with any proposed changes in the previously approved documents.

The Ada County Highway District has the right to assess the cost of any required light maintenance to the property within the development, including the use of liens and/or assessment of light maintenance costs against the real property taxes owed by the lots within the development.

ARTICLE V.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Ashford Greens Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE VI.

EFFECTIVE DATE

This Seventh Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Seventh Amendment as of the date and year first above written.

GRANTOR:

BRIGHTON CORPORATION

By: <u>Alaudill Alli vubil</u> David W. Turnbull, President

STATE OF IDAHO

ss:

County of Ada

On this Julian, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of BRIGHTON CORPORATION, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

Notary Public for Idaho Residing at: Meridian, Idaho

My Commission Expires: 10/06/2005

2024-062984 11/05/2024 11:42 AM

WHEN RECORDED, RETURN TO: **COLLINS LAW PLLC** 6126 W State St Boise, ID 83703 (208) 254-7699

NOTICE OF NON-COMPLIANCE AND NON-WAIVER

Please take notice that the Property described below is not currently in compliance the recorded provisions of the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Ashford Greens Subdivision, dated April 23, 1997, and recorded in the Records of Ada County as Instrument No. 97031111 ("Declaration"), as the same may have been amended or supplemented.

The Ashford Greens Owners Association, Inc. ("Association") gives notice to the current Owner and any potential or future Owner(s) that a violation of the Declaration exists at the Property. The roof shingles on the structures on the Property are not compliant the Declaration, and the roof shingles were added without the approval of the Association. This noncompliance has not been waived by the Association. This Notice does not constitute a notice of lien against the Property for monetary amounts owed. The Association agrees it will file a "Release" of this Notice if and when the roof of the Property is brought back into compliance with the Declaration: as determined by and in the sole discretion of the Association. Any transfer of the property to a new Owner will require the roof to be replaced in a compliant and approved manner.

This violation has not been resolved. The use of the existing type of roof shingle on the Property is not approved for use in the subdivision as a whole, nor is its use waived or consented to by the Association in any way. The installation of roof shingles without prior Association approval is not approved in the subdivision as a whole, nor is it waived or consented to by the Association in any way. Any replacement of the roof, in full or part, or future changes to, or construction on, the Property shall be completed according to the terms of the Declaration and the Association's rules and regulations. The current roof shingles may not be replaced without written Association approval.

The Association reserves its right to address and resolve the violation with the current Owner or any future title owner(s) of the Property. Pursuant to the Declaration, the Association has a number of remedies to address such violations. This obligation will pass with all obligations in the Declaration to any future owner(s) of the Property.

Property:	2476 N. Crook	ed Creek Way,	Meridian, ID	83646

Reported Owner: Barbara Hovde

DATE: November 5th, 2024 Ashford Greens Owners Association, Inc

By

STATE OF IDAHO) Brindee Collins, 9216 Collins Law PLLC

) ss County of Ada Attorneys for Ashford Greens Owners

Association, Inc

SUBSCRIBED AND SWORN before me November 5, 2024, by Brindee L. Collins, who is known to me, and has verified that she is duly authorized by the Ashford Greens Owners Association, Inc to execute the same.

ROBYN JEAN NEICE Notary Public - State of Idaho Commission Number 20212611 My Commission Expires May 27, 2027

Robyn Joan News

Notary Public for Idaho

Residing at Ada County 1D

My Commission Expires: 5/27/2027

With copies to:

Barbara Hovde 2476 N. Crooked Creek Way Meridian, ID 83646