

SECOND AMENDED MASTER DECLARATION  
OF  
CONVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE VINEYARDS HOMEOWNER'S ASSOCIATION, INC.

**RECITALS**

WHEREAS, the Covenants, Conditions and Restrictions of the Vineyards Homeowner's Association were made effective on the 18<sup>th</sup> day of June, 1992, by MAX A. BOESIGER, INC., and Idaho corporation (hereinafter the "Developer");

WHEREAS, on the 18<sup>th</sup> day of September, 2002, the Covenants, Conditions and Restrictions were duly amended and recorded (the "First Amended Declaration");

WHEREAS, the Developer has completed the subdivision and no longer is the Declarant, nor a party to this Declaration;

WHEREAS, as of the \_\_\_ day of \_\_\_\_\_, 2017, the Vineyards Homeowner's Association has adopted and set forth this amended Second Amended Master Declaration;

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Property", which is defined more particularly as follows:

The Vineyards Subdivision Phase I, a portion of the N ½ of the NE ¼ of Section 11. Township 3 N., Range 1 W, of the Boise Meridian, City of Meridian, Ada County, Idaho according to the official plat thereof recorded as Instrument no. 9239768, records of Ada County;

The Vineyards Subdivision Phase II, a portion of the N ½ of the NE ¼, Sec. 11., T. 3 N., R. 1 W. BM, Meridian, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 8307385, records of Ada County, Idaho ("Phase 2 Property" or "Phase 2 Lots" as to the lots therein);

The Vineyards Subdivision Phase III, a portion of the N ½ of the NE ¼, Sec. 11., T. 3 N., R. 1 W. BM, Meridian, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 9336962, records of Ada County, Idaho ("Phase 3 Property" or "Phase 3 Lots" as to the lots therein);

The Vineyards Subdivision Phase IV, a portion of the N ½ of the NE ¼, Sec. 11., T. 3 N., R. 1 W. BM, Meridian, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 93103784, records of Ada County, Idaho ("Phase 4 Property" or "Phase 4 Lots" as to the lots therein)

The Vineyards Subdivision Phase V, a portion of the N ½ of the NE ¼, Sec. 11., T. 3 N., R. 1 W. BM, Meridian, Ada County, Idaho, according to the official plat thereof recorded as

Instrument No. 94070814, records of Ada County, Idaho (“Phase 5 Property” or “Phase 5 Lots” as to the lots therein); and

WHEREAS, each Owner of a Lot in the Property as defined above expressly acknowledges and understands that this Declaration creates a master association, architectural committee and creates other Restrictions, in addition to the Restrictions created by this Declaration, all of which bind each Owner of a Lot in the Property, and that the terms of this Declaration shall govern the Property and supersede any conflicting provisions in any Supplemental Declarations for any other Phase within the Property;

NOW, THEREFORE, Declarant hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivisions, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof; shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Grantee or Owner and his respective successors in interest, and maybe enforced by Declarant, by any Owner or his successors in interest.

## ARTICLE 1

### DEFINITIONS

1.1 “Articles” shall mean the Articles of Incorporation of the Association.

1.2 “Assessments” shall mean those payments required of Owners and Association Members including Regular, Special and Limited Assessments of the Association as further defined in this declaration.

1.3 “Association” shall mean and refer to The Vineyards Homeowners” Association, Inc., an Idaho non-profit corporation, its successors and assigns.

1.4 “Association Rules” shall mean those rules and regulations promulgated by the Association governing conduct upon the use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and Regulations, and procedural matters for use in the conduct of business of the Association.

1.5 “Beneficiary” shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

1.6 “Board” shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

- 1.7 “Building Lot” shall mean and refer to any plot of land showing upon any recorded plat of the Property with the exception of Common Area.
- 1.8 “Bylaws” shall mean the bylaws of the Association.
- 1.9 “Committee” shall mean the Architectural Committee described in Article VI hereof.
- 1.10 “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.
- 1.11 “Declaration” shall refer to this declaration, as most currently amended.
- 1.12 “Declarant” shall mean and refer to The Vineyards Homeowner’s Association, Inc..
- 1.13 “Grantor” shall mean and refer to the Declarant.
- 1.14 “Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities and fixtures of any kind whatsoever.
- 1.15 “Lot” shall mean and refer to a Building Lot.
- 1.16 “Member” shall mean each person or entity holding a membership in the Association.
- 1.17 “Mortgage” shall mean and refer to any mortgage or deed of trust and “Mortgagee” shall refer to the mortgagee, or beneficiary under a deed of trust, and “Mortgagor” shall refer to the mortgagor, or grantor of a deed of trust.
- 1.18 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.19 “Plat” shall mean the recorded Plat of THE VINEYARDS #1 and the recorded plat of any other Properties annexed hereto.
- 1.20 “Properties” or “Property” shall mean and refer to the real property hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided for herein.
- 1.21 “Set Back” means the minimum distance established by law between the dwelling unit or other structure referred to and a given street, road or Lot line.
- 1.22 “Supplemental Declarations” means the supplemental declarations for each Phase within the Property.
- 1.23 “Unit” shall mean one residence which shall be situated upon a Lot.

## ARTICLE 11

### GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. No Lot shall be used except for residential purposes, and no Lot or the Common area shall be used for the conduct of any trade or business or professional activity, notwithstanding the exceptions below. Notwithstanding the foregoing, Owner is allowed to conduct a limit of one (1) "garage sale" per year upon such Owner's Lot. The ACC may, at its sole discretion, allow Owner to conduct additional "garage sales" upon Owners written request. No improvements shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family residential dwelling. Owner shall have the ability to conduct non-permanent business activity within such Owner's residence. All non-permanent business activity is limited to reasonable activity that cannot be detected from the respective street view, and cannot include any signage or advertisements displayed on Owner's lot.

2.1.1 Size Limitations. Split level and two (2) story Units shall have not less than 1500 square feet of interior floor area, exclusive of porches and garages. All other units shall have not less than 1500 square feet of interior floor area on the ground floor of the main structure, exclusive of porches and garages.

2.1.2 Garages. Each Unit constructed with the Property shall include at least a two (2) car, enclosed garage which is an integral part of the Unit structure.

2.1.3 Roofing Material. The roof of each Unit may be constructed of asphalt shingles, or such other material as may be approved by the Architectural Committee in writing.

2.2 Architectural Control. No improvement which will be visible above the ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on the Property, unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, exterior color and materials, physical or artistic conformity to the terrain and the other improvements on the Property which the Architectural Committee, in their reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout of design of buildings except to the extent incidentally necessitated by use and size requirements.

2.3 Exterior Maintenance: Owner's Obligations. No improvements, including mail boxes and landscaping, shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any improvement, including trees and 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, or damage to Property or facilities on or upon thirty (30) days prior written notice to the Owner of said Lot, shall

have the right to correct such condition. The Board may take further action, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein. The Owner of the offending Lot shall be personally liable, and his 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 therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular Assessments.

Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice.

In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction. If after ninety (90) days of the repair, restoration or reconstruction of such damaged or destroyed improvements have not taken place, the Association, upon thirty (30) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon Owner's Lot for the purpose of doing so and such Owner shall bear all costs incurred by the Association, a lien shall be applied to the Lot.

2.4 Improvements Location. No improvements shall be constructed in violation of set-back requirements established by law, or by this Declaration as set forth on the recorded plat of the Subdivision.

2.5 Nuisances. No noxious or offensive activity, including without limitation, those creating an offensive odor, shall be carried on upon any Lot or the Common Area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Excessive barking of dogs shall be considered a nuisance.

2.6 Temporary Structures. No improvements of a temporary character, trailer, basement, tent, shack, garage, barn, storage pod, or other outbuilding shall be placed or used on any Lot at any time as a residence for a period of greater than thirty (30) days. Any improvements or structures placed or used for greater than thirty (30) days are deemed permanent and are subject to Committee control as specified in Section 2.2.

2.7 Signs. Subject to the exceptions below, no sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent. In addition, signs may also be allowed as follows:

2.7.1 The Association may erect and maintain uniform subdivision identification signs, street signs, and other appropriate informational signs upon the Common Area and Common Facilities, of a size and design approved by the Committee. No other signs shall be placed or maintained upon any of the Common Areas.

2.7.2 Committee may, at its sole discretion, allow Owner to display temporary signs that do not derive any income for Owner, or any of Owner's lessees or invitees, for a period determined by the Board.

2.8 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

2.9 Livestock and Poultry. No animals, livestock, or poultry of any kind, with the limited exception for chickens only, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided that the keeper of such pets complies with all city, and county laws, rules and regulations. All household pets shall be confined to that area within the boundaries of the lot or kept on a leash. No dog runs, kennels, or chicken coops shall be permitted to be kept or placed within five (5) feet of a set-back line where applicable. Dog runs, kennels, and chicken coops shall only be permitted to be placed and maintained to the rear of the dwellings and in no event shall such structure be visible from a street. All such kennels or facilities shall comply with all applicable laws and rules. Any chickens kept on Owner's lot must be kept in an enclosed fence or other structure at all times, and must comply with all applicable laws and rules, including but not limited to all nuisance laws. Additional small household pets not described herein this Section 2.9 may be kept on the Lots so long as they do not unreasonably bother or constitute a nuisance to other Owners or to the Association.

2.10 Garbage and Refuse Disposal. No rubbish, trash, garbage, refuse, or debris shall be placed or allowed to remain on the Property except trash kept and maintained within the interior of a Unit in sanitary containers. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material, including dumpsters and garbage bins, shall be kept in a clean, neat and sanitary condition and shall be removed from curbside within twenty-four (24) hours of collection service. All such equipment, if stored outside, must be kept and maintained to the rear of the dwellings and in no event shall such equipment be visible from the street. All such equipment must obey all applicable laws and ordinances, including nuisance for odors.

2.11 Water Supply. No individual domestic water supply system shall be permitted on any Lot.

2.12 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

2.13 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points (30) feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



2.15 Boats, Campers and Other Vehicles. No boats, trailers, tractors, recreational vehicles, (i.e., any trailers, campers, motor homes, automobile campers or similar vehicle or equipment) dilapidated, unrepaired or unsightly vehicles, or similar equipment, motorcycles, snowmobiles, trucks (working or non-working) greater than three-quarter (3/4) of a ton in size shall regularly or as a matter of practice be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the Architectural Committee.

Notwithstanding the foregoing, any boat, camper trailer or recreational vehicle which is in good repair and working order may be stored on the side yard of a Lot between the front and rear yard set-backs if screened by a six-foot (6') fence. Provided, however, such storage may not be located adjacent to the street on a corner Lot.

2.16 Bathrooms. All bathrooms, sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with the sewer system.

2.17 Hazardous Activities. No activity shall be conducted on or in any Unit, Lot or Common Area which is or might be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said Property; no open fires shall be lighted or permitted on any property except in a self-contained and well-designed interior fireplace, or in a safe and well-designed exterior fireplace to safely contain said fire (except such picnic fires in portions of said Common Areas designed for such use) except such controlled and attended fires required for clearing or maintenance of land and with proper notice given to Committee.

2.18 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot or Common Area as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the Property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Committee. "Screened" is defined as being concealed or made non-visible from eye level, at ground level, at all points within the Property. No storage units or "PODS" may be kept on any Lot more than thirty (30) consecutive days.

2.19 Light, Sound – General. No light shall be emitted from any Lot or Common Area which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot or Common Area which is unreasonably loud or annoying, and no odors shall be emitted on any property which are noxious or offensive to others.

2.20 Construction. During the course of actual construction of any permanent improvements, the restrictions contained in this Declaration and any supplemental declarations shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction and all construction shall be diligently prosecuted to completion, continuously and without delays.

2.21 Re-Construction. In any case where it is necessary to reconstruct a Unit or any improvement in the Common Area, said re-construction shall be pursued diligently, continuously and without delays from time of commencing thereof until such structure is fully completed and painted, unless prevented by forces beyond the Owner's control and only for such time that such forces continue. Any Owner doing such re-construction shall first seek approval of the Committee and provide Committee with any and all permits associated with such re-construction. If Committee accepts the re-construction, Committee will reasonably determine the proper time limit that Owner shall complete re-construction.

2.22 Maintenance and Repair. In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration and reconstruction thereof within ninety (90) days of such damage or destruction.

2.23 Fences. All fences must be designed, installed, and maintained in a workmanlike manner. No chain-link fences, grape stake, fences of basket-weave design, or chicken wire shall be allowed. Side fences on corner lots may extend only from the rear Lot line to rear line of the residence. All fences shall comply with City of Meridian ordinances. Owner must seek Committee approval prior to the installation of any fence on the premises and the Committee may approve or deny such plans in its sole discretion. Failure to gain Committee approval on any fence will result in a limited assessment not to exceed \$500.00 beyond the costs of removing such fence.

2.24 Plat Conditions. All covenants, conditions and restrictions and other matters set forth on all Plats are hereby incorporated by reference and notice is hereby given to the same.

2.25 Front and Side Yards. The front yard of each Lot and the side yard of any Lot which is adjacent to a street must be planted with sod within twenty-one (21) days of substantial completion, or occupancy, whichever shall first occur, or as soon thereafter as the weather permits. All remaining portions of the yard area of each Lot must be planted with sod, seeded and/or landscaped, within six (6) months of occupancy of the Unit. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association shall have all rights and remedies provided in Section 2.3, or any other provision of this Declaration.

2.26 Property Monitor. Association and its Members, Board, Committee, and any of their agents or employees may monitor the Lots for violations of the provisions contained in these Declarations. Any violation shall be reported to the Association or Committee.

2.27 Portable Basketball Stands. Portable basketball stands shall be stored away by Owners from any street or curb when not in actual use.



ARTICLE III  
PROPERTY RIGHTS

3.1 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

3.1.1 The Association has the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.

3.1.2 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. Such dedication or transfer shall be effective upon the recording of an appropriate instrument executed by the President and Secretary of the Association and upon which said officers affirm that the transfer or dedication was approved by the Owners of a majority of the Lots.

3.1.3 The right of the Association to enter the Lots for the limited purpose of investigating and/or correcting violation of the provisions contained in these Declarations.

3.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, guests, tenants or contract purchasers who reside on the property.

3.3 Damages. Each Owner shall be liable for any damage to such Common Areas or other property owned or maintained by the Association which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, tenants 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 charged as a limited assessment against the Owner and his Lot and may be collected as provided herein for the collection of assessments.

3.4 Rentals. Any current Owner as of the date of execution of this Agreement is permitted to lease or rent Owner's Lot unless expressly agreed to otherwise in writing by the Owner of the affected Lot. Any tenant must abide by and be subject to all terms and provisions the Declaration, Bylaws, Articles, and Rules and Regulations of the Association. Owner must furnish a copy of this Declaration along with any rental agreement to tenants and prospective tenants before the commencement of each applicable lease. Any such rental agreement shall abide by the provisions of this Declaration and failure to comply with this Declaration will result in a default under the lease or rental agreement.

ARTICLE IV

THE VINEYARDS HOMEOWNERS' ASSOCIATION

4.1 Organization of Association. The Vineyards Homeowners Association ("Association") is an Idaho Corporation formed under the provisions of the Idaho Non-Profit Corporations Act and shall be charged with the duties and invested with the powers prescribed by law and set forth in

the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership. Each Owner of a Lot subject to this Declaration (including the Declarant) 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 vote per Lot in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships 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 transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

4.3 Voting. The Association will have one class of voting memberships and each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

4.4 Board of Directors and Officers. 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, Bylaws, and this Declaration as the same may be amended and supplemented from time to time.

4.5 Power and Duties of the Association.

4.5.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Common Area and the performance of the other responsibilities herein assigned, including without limitation:

4.5.1.1 Assessments. The Association has the power to levy assessments (annual, Special and Limited) on the Owners of Lots and to force payment of such assessments and fines, all in accordance with the provisions of this Declaration.

4.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto; to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration of the Articles or Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof. All fines imposed for any violation of this Declaration shall be imposed and enforced as set forth in Section 5 herein.

4.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.

Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power to be delegated.

4.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules, and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association Rules). The Association rules shall govern the use of the Common Area by the Owners, families of the Owners, or by an invitee, licensee, lessee or contract purchaser of any Owner; provided, however, that the Association rules may not discriminate among Owners and shall not be inconsistent with this Declaration the Articles or Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth in and are a part of this Declaration. In the event of any conflict between such Association rules, such rules shall be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

4.5.1.5 Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness 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 Owners as practicable and any damage caused thereby shall be repaired by the Association.

4.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area and for the preservation of the health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

4.5.1.6.1 Underground lines, cables, wires, conduits and other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

4.5.1.6.2 Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

4.5.1.6.3 Any similar public or quasi-public improvements or facilities.

4.5.2 Duties of the Association. In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its 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:

4.5.2.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area including the repair and replacement of property damaged or destroyed by casualty loss and other property acquired by the Association.

4.5.2.2 Maintenance and management of Site Retention Ponds. Provide the management or proper operation and maintenance of the storm drain retention ponds along the Nine-Mile drain ditch, including weed control and maintenance of any pipe outside the jurisdiction of the Ada County Highway District's maintenance practices.

4.5.2.3 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area owned and managed 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 shall pay all other taxes, federal, state and 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.

4.5.2.4 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area and the property owned or managed by it.

4.5.2.5 Insurance. Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

4.5.2.5.1 Comprehensive public liability insurance insuring the Board, the Association, the Declarant 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 or their property owned or managed by it. Limits of liability of such coverage shall be as follows: not less than Five Hundred Thousand Dollars (\$500,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence with respect to personal injury or death, and property damage.

4.5.2.5.2 Full coverage directors' and officers' liability insurance with a limit of Two Hundred Fifty Thousand Dollars (\$250,000), if the Board so elects.

4.5.2.5.3 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 shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or their person charged with the management or possession of any Association funds or other property.

4.5.2.5.4 The Association shall be deemed trustee of the interests of all Members of the Association 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.

4.5.2.5.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

4.5.2.5.6 Notwithstanding any other provision herein, the Association shall continuously maintain in effect such other additional casualty, flood and liability insurance as the Board deems necessary or appropriate.

4.5.2.6 Rule Making. Make, establish, promulgate, amend and repeal the Association rules.

4.5.2.7 Architectural Committee. Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

4.5.2.8 Drainage Systems. Operate, maintain, repair and replace, all drainage systems located within the Property and shown on the Plat which are not maintained by public authorities.

4.5.2.9 Right Of Way Maintenance. Maintain, repair and replace the landscaped berm, including the sprinkler system installed thereon, and the fence located on Cherry Lane and Linder Lane, or any other public right-of-way adjacent to the Property and such other landscaping located within public right-of-way as the Board deems necessary or appropriate.

4.5.2.10 Street Lights. Maintain, repair and replace street lights within the Property to the extent such street lights are not operated, maintained, repaired and replaced by the City of Meridian or other governmental entity, which has jurisdiction of such matters.

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

## ARTICLE V

### COVENANT FOR MAINTENANCE, ASSESSMENTS AND ENFORCEMENT

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

5.1.1 Annual regular assessment or charges.

5.1.2 Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

5.1.3 Limited assessments as provided herein.

The Regular, Special and Limited assessments, together with interest, costs and reasonable attorney's fees or professional fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

## 5.2 Purpose of Assessment.

5.2.1 Regular Assessments. The regular assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, to pay property taxes and other assessments, to pay the annual assessments of any irrigation district and to pay such other reasonable costs and expenses which are incurred by the Association in carrying out the duties, and business of the Association.

5.2.2 Special Assessments for Capital Improvement. In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular assessments or the costs and expenses of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a two-thirds (2/3) vote the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

5.2.3 Limited Assessments. The limited assessments may be levied against any Owner in an amount equal to the remedial costs and expenses incurred by the Association, including legal fees for corrective action necessitated by such Owner, without limitation, costs and expenses incurred for the repair and replacement of the Common Area or other property owned or maintained by the Association, damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of such Owner, or for maintenance of landscaping performed by the Association which has not been performed by Owner as provided herein.

5.2.4 Transfer Assessments. A transfer assessment in the amount of three hundred and fifty dollars (\$350.00) shall be charged and paid to the Association at the closing of each sale and transfer of an existing Owner-Member ("Seller") Lot to a new Owner-Member ("Purchaser"), provided that closing occurs after September 18, 2002. The Seller and Purchaser may enter into an agreement setting forth the payment to the Association as a part of the closing proceeds, but in the event the Association has not received payment from a closing agent, then the ultimate responsibility for payment shall fall upon the Purchaser as the new Owner-Member. In the event that the new Owner-



Member does not pay this transfer assessment after written notice from the Association, the Association shall be entitled to exercise all rights, duties and powers of enforcement as provided for collecting other assessments herein.

5.3 Maximum Annual Regular Assessment. The annual regular assessment to be assessed by the Association, shall be One Hundred and Forty and no/100 Dollars (\$140.00) per Lot per year.

5.3.1 The maximum annual assessment may be increased by the Board each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association as provided below.

5.3.2 The maximum annual assessment may be increased above ten percent (10%) by a two-thirds (2/3) vote each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.3.3 The Board of Directors of the Association may fix the amount of the annual assessment at an amount not in excess of the maximum as established from time to time.

5.4 Notice and Quorum for any Action Authorized Under Sections 5.2.2 and 5.3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 and 5.4 shall be sent to all members not less than ten days (10) nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or other basis as determined by the Association from time to time.

5.6 Annual Assessments Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

5.7 Effect of Non-payment of Assessments-Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date on a rate of twenty-one percent (21%) per annum or at the highest rate allowed by law if such rate is less than twenty-one percent (21%). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No Owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

5.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer but shall not extinguish personal liability. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.9 Authority to Enforce. Pursuant to applicable Idaho law and consistent with Idaho Code § 55-115, as may be amended from time to time, the Association has full authority to enforce the provisions of this Declaration through any of the following persons or entities under the procedures outlined herein:

5.9.1 The Association and any of its assigned agents as to all matters.

5.9.2 The Committee as to matters subject to its enforcement.

5.10 Methods of Enforcement for Fines. No discipline, fine, or sanction for violations of this Declaration, excluding Limited Assessments, shall be effective against an Owner unless:

5.10.1 The Owner is given thirty (30) days written notice of the proposed compliance action and a timely opportunity to be heard on the matter. The opportunity to be heard, at the election of such Owner, may be oral or in writing. The notice shall be given personally to such Member or sent by certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of the hearing, which shall not be less than five (5) days before the effective date of the action to be taken for enforcement.

5.10.2 The hearing shall be conducted by the Board, which shall conduct the hearing in good faith and in a fair and reasonable manner, and the Board shall not reach a decision regarding appropriate compliance measures until conclusion of the meeting.

5.10.3 For the imposition of any fines on an Owner, a majority vote of the Board is required; and

5.10.4 Any Member challenging the compliance measures taken by the Board, including any claim alleging defective notice, must commence court action within one (1) year after the date of the contested compliance measure taken by the Board.

5.11 Remedial Measures Prior to Meeting. If a Member is in violation of this Declaration and a hearing is scheduled, no fine shall be imposed if said Member begins resolving the

violation in advance of the meeting in good faith until the violation is fully resolved to the satisfaction of the Board.

5.12 Limitation on Enforcement. The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned subdivision interest on account of the failure of the Owner to comply with provision of this Declaration except by judgment of a court or a decision for failure of the Owner to pay assessment duly levied by the Association.

5.13 Fees and Costs. The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment of decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and professional fees, and all costs incurred or anticipated to be incurred in remedying or abating the violation as a part of his or its judgment or decree against the party in violation hereof.

5.14 Failure to Enforce. Neither the Association nor the Committee shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment of for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right of subsequent enforcement.

5.15 No Fines for Remuneration. No portion of any fine may be used to increase the remuneration of any Board member or agent of the Board.

## ARTICLE VI

### ARCHITECTURAL COMMITTEE

6.1 Members of the Committee. The Architectural Committee for the Property, sometimes referred to as the "Committee" herein, shall consist of three (3) members, to be appointed by a majority vote of the Board.

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause upon a majority vote of the Board.

6.2 Review of Proposed Construction. The Committee shall consider and act upon any and all proposals of plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types the improvements shall be submitted to the Committee to review and approval. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the

locations indicated will not be detrimental to the appearance of any structure affected thereby and will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

6.2.1 Conditions of Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same (the "Applicant") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, any may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

6.2.2 Committee Rules and Fees. The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

6.2.3 Detailed Plans. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

6.2.4 Committee Decisions. Decisions of the Committee and the reasons therefore shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within fourteen (14) days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within fourteen (14) days after the date of the filing of said materials with the Committee. The said fourteen (14) day period shall only commence to run when an authorized representative of the Committee has acknowledged receipt of the application in writing (whether tangible form or by e-mail).

6.3 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need to one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to section 6.9. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the committee.

6.4 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

6.5 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

6.6 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

6.6.1 Any member of the Committee or its representative may inspect the work at any time during construction or within thirty (30) days after completion of construction. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within a sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

6.6.2 If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days of completion of the construction, the improvement shall be deemed to be in accordance with the approved plans.

6.7 Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result in the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

6.8 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area of placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the Restrictions contained in this Declaration or any Supplemental

Declaration 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 Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

## ARTICLE VII

### EASEMENTS

7.1 Maintenance and Use Easement Between Walls and Property Lines. The Association or owner of any lot shall hereby be granted an easement of 5' width on the adjoining properties for the purpose of maintenance of fence and/or landscaping so long as such use does not cause damage to any structure of fence.

7.2 Other Maintenance Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the record plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for these improvements for which a public authority or utility company is responsible. A further easement is hereby reserved in favor of the Association for access to and maintenance of any irrigation facilities serving the Common Area.

## ARTICLE VIII

### GENERAL PROVISIONS

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

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

8.3 Interpretation. The terms, covenants and conditions hereof are to be read and interpreted consistently and in a manner to protect and promote Property values.

8.4 Term and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive



periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. This Declaration may be amended, restated, replaced, terminated or superseded at any time by an instrument signed by the President and Secretary of the Association affirming that such amendment was approved by two-thirds (2/3) of the Owners of the Lots covered by this Declaration or by an instrument signed by two-thirds (2/3) of the Lot Owners. Any amendment that does not materially alter this Declaration, such as clerical errors and amendments required to comply with applicable laws, regulations and ordinances, may be done without such vote and shall not be subject to this Section 8.4.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_ day of \_\_\_\_\_, 2017.

The Vineyards Homeowner’s Association, Inc.,

By: \_\_\_\_\_

Lynette Rushton, Secretary

STATE OF IDAHO)

) ss.

County of Ada )

On this \_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared LYNETTE RUSHTON, known or identified to me to be the Secretary of The Vineyards Homeowner’s Association, Inc., the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

SUBSCRIBED AND SWORN to before me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

