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ACCOMMODATION

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 66.00 DEPUTY [Signature]

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SABLE RIDGE SUBDIVISION**

1 THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR Sable Ridge
2 Subdivision is made effective as of the 19th day of July, 2002, by **Sagewood Development**
3 **Corporation** (hereinafter "Grantor" or "Declarant") whose address is 2752 S. Goshen Way, Boise,
4 Idaho 83709.

ARTICLE I - RECITALS

5
6
7 1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and
8 Restrictions (hereinafter referred to as "Declaration" or "CC&R's") for Sable Ridge Subdivision is
9 that property in Ada County, State of Idaho, which is contained in Sable Ridge Subdivision and
10 legally described on Exhibit A attached hereto, together with any additions or annexations as may
11 hereinafter be brought within the jurisdiction of these CC&R's and the Association. The "common
12 area" lots contained in this Subdivision are set out in Paragraph 3.8 below.

13
14 1.2 Purpose of Declaration. Sable Ridge Subdivision is a residential development, which
15 Grantor intends to develop in accordance with governmental approvals. The purpose of this
16 Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and
17 equitable servitude that will apply to the development and use of the Property. This Declaration
18 is designed to preserve the Property's value, desirability and attractiveness, and to guarantee
19 adequate maintenance of the Common Area, and any Improvements located thereon.

ARTICLE II - DECLARATION

20
21
22
23 2.1 Grantor Declaration. Grantor declares that all the Property shall be held, sold, transferred,
24 encumbered, leased, used, occupied and improved subject to these CC&R's. Each owner
25 accepting a deed to any of the property agrees that these CC&R's are for the protection,
26 maintenance, improvement and enhancement of the Property.

27
28 2.2 Runs With The Land. These CC&R's shall run with the land described on Exhibit A and
29 shall be binding upon all persons with any right, title or interest in the land. They are for the benefit
30 of all the property and bind all successors.

31
32 2.3 Enforcement. These CC&R's may be enforced by Grantor, any owner or by the
33 Association.

1 facilities, and fixtures of any kind.

2
3 **3.12 Limited Assessment** shall mean a charge against a particular Owner and such Owner's
4 Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to
5 10% of the cost) incurred by the Grantor or the Association for corrective action performed
6 pursuant to the provisions of this Declaration. (See Corrective Action, Section 9.1.1 below.)
7

8 **3.13 Member** shall mean each person or entity holding a membership in the Association.
9

10 **3.14 Owner** shall mean the person or other legal entity, including Grantor, holding fee simple
11 interest of record to a Building Lot which is a part of the Property, but excludes those having an
12 interest merely as security for the performance of an obligation.
13

14 **3.15 Person** shall mean any individual, partnership, corporation or other legal entity.
15

16 **3.16 Plat** shall mean any subdivision plat covering any portion of the Property as recorded at
17 the office of the County Recorder.
18

19 **3.17 Property** shall mean all Property described herein including each lot or portion thereof,
20 including all water rights associated with or appurtenant to such property.
21

22 **3.18 Regular Assessment** shall mean the portion of the cost of maintaining, improving,
23 repairing, managing and operating the Common Areas and all Improvements located thereon, and
24 the other costs of the Association.
25

26 **3.19 Set-Up Assessment** shall mean that initial fee payable to the Association to set up the
27 Association. This one-time, set-up fee is assessed against the buyer of each lot upon the first
28 purchase of each lot.
29

30 **3.20 Special Assessment** shall mean the portion of the costs of the capital improvements or
31 replacements, equipment purchases and replacements or shortages in Regular Assessments.
32

33 **3.21 Transfer Special Assessment** shall mean that transfer fee assessed against each lot
34 transferred, to be paid to the Association on each transfer of legal title and recording of a deed to
35 a lot in this subdivision.
36

37 **ARTICLE IV. GENERAL AND SPECIFIC RESTRICTIONS**

38
39 **4.1 Prior Plan Approval.** No improvement or obstruction shall be placed or permitted to
40 remain upon any part of the property unless a written request for approval, containing the plans,
41 specifications, and exterior color scheme, has been approved by the Board or a person designated
42 by the board to approve same. (See Article 6 below.) The approval of the Board will not be
43 unreasonably withheld if the plans and specifications comply with these CC&R's, government
44 ordinances, and are in general in harmony with the existing structures located in this Subdivision.
45

46 **4.2 Government Rules.** In the event any of these CC&R's are less restrictive than any
47 governmental rules, regulations or ordinances, then the more restrictive governmental rule,
48 regulation or ordinance shall apply.

1 4.3 **Use, Size and Height: Basements.** All Building Lots shall be used exclusively for one or
2 two-story, single-family homes. Split entry homes are not allowed. The minimum floor area square
3 footage (excluding the area of the eaves, steps, open porches, car ports, garages, and patios) shall
4 be as follows:

- 5
6 a) 1340 Square Feet minimum for one-story homes.
7 b) 1,600 Square Feet minimum for any two-story homes; provided, however, in any
8 such two-story home the ground floor shall have a minimum of 950 square feet.
9 c) Lots 5, 6, 9, 10, 11, 12, 13 and 14 of Block 3 and Lots 13, 14, 15, 16, 18, 19, 20, 21
10 and 22 of Block 2 have a square footage minimum of 1,600 square feet. Any two-
11 story home will have a minimum of 1,100 square feet on the ground floor.
12

13 4.4 **Accessory Structures.** There shall be no metal or wood storage attachments to any home
14 except as approved by the Board. Storage sheds attached to the residential structure, and patio
15 covers, shall be constructed of, and roofed with, the same materials, and with similar colors and
16 design, as the residential structure on the applicable Building Lot. Only one outbuilding per lot shall
17 be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in
18 the same general color as the main house; c) generally screened from public view; and d) approved
19 by the Board.
20

21 4.5 **Setbacks.** All setbacks shall comply with the pertinent local government ordinances.

22
23 4.6 **Garages.** All residential homes shall have an attached enclosed garage which holds no
24 less than two cars and no more than four and shall be constructed of the same materials and colors
25 as the main building or as approved by the Board.
26

27 4.7 **Exterior Appearance.**

28
29 4.7.1 **Brick, Stone, Stucco on front Exterior.** All homes shall have accent architecture
30 in the form of brick, stone, stucco or other acceptable material as approved by the Board.
31 Full-height columns of accent architecture are strongly encouraged at the sides of the
32 garage. Vinyl siding will not be allowed on the exterior of any residential home.
33

34 4.7.2 **Windows, Porches, etc.** Large picture windows, broken roof lines, hip roofs,
35 gables, etc. are strongly encouraged. Decorative porches, railings, steps and front doors
36 are also strongly suggested.
37

38 4.8 **Roofs.** Roofs must be at least a 5/12 pitch. No gravel roofs are allowed. Roofing materials
39 shall be composition shingles.
40

41 4.9 **Solar Covenants.** Each Lot in this subdivision shall be subject to, and each Lot Owner
42 shall comply with, all related local governmental solar ordinances.
43

44 4.10 **Driveways.** All Lots shall have a paved driveway and a minimum of two paved car parking
45 spaces within the boundaries of each Lot. No driveway or parking area shall be dirt, rock, gravel or
46 asphalt.
47

48 4.11 **Colors.** Exterior colors of earth tones and grays shall be encouraged for the body of the

1 2.4 **Grantor's Rights.** Notwithstanding the foregoing, no provision of this Declaration shall be
2 construed as to prevent or limit Grantor's right to complete development of the Property and to
3 construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales
4 or leasing offices or similar facilities on any portion of the Property, including the Common Area or
5 any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.
6

7 **ARTICLE III. DEFINITIONS**

8
9 3.1 **"Articles"** shall mean the Articles of Incorporation of the Association or other organizational
10 or charter documents of the Association.

11
12 3.2 **"Sable Ridge Subdivision"** shall mean the Property described on Exhibit A (together with
13 any future additions or annexations).

14
15 3.3 **"Assessments"** shall mean those payments required of Class A Owners and Association
16 Members (excluding Declarant) and include but are not limited to all Assessments (whether regular,
17 set-up, special or limited), late charges, attorneys' fees, interest, and other charges set out in these
18 CC&R's.

19
20 3.4 **"Association"** shall mean Sable Ridge Neighborhood Association, Inc., a nonprofit
21 corporation organized under the laws of the State of Idaho, its successors and assigns.

22
23 3.5 **"Board"** shall mean the Board of Directors or other governing board or individual, if
24 applicable, of the Association and includes its authorized agents and representatives.

25
26 3.6 **"Building Lot"** shall mean one or more lots as specified or shown on any Plat upon which
27 improvements may be constructed. The term "Building Lot" shall not include any Common Area,
28 any area dedicated to the public, or any lots deeded to an irrigation entity for an irrigation pump
29 facility.

30
31 3.7 **"By-laws"** shall mean the By-laws of the Association (a copy of which is attached hereto
32 as Exhibit B).

33
34 3.8 **"Common Area"** shall mean all lots of Sable Ridge Subdivision that are designated on the
35 Plat as private streets or drives, common open space, common areas and common landscaped
36 areas, including but not limited to, the following parcels which Declarant shall deed to the Sable
37 Ridge Neighborhood Association: The Association shall manage, maintain and operate these
38 common area lots on the attached Exhibit "B".

39
40 3.9 **"Declaration"** shall mean this Declaration as it may be amended from time to time.

41
42 3.10 **"Grantor"** shall mean Sagewood Development Corporation and any successor in interest,
43 or any person or entity to whom the rights under this Declaration are expressly transferred by
44 Grantor or its successor. Grantor is also referred to as the Declarant.

45
46 3.11 **"Improvement"** shall mean any improvement or object, whether permanent or temporary,
47 which is erected, constructed or placed upon, under or in any portion of the Property, including but
48 not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, recreational

1 house. Bright, bold or very dark colors shall be discouraged. Roof colors shall be black or gray.
2 Exterior colors shall be approved by the Board.
3

4 **4.12 Pole Lights.** Each home is encouraged, but not required, to have a photo-sensitive pole
5 light in the front yard within five (5) feet of the sidewalk and five (5) feet of the driveway designed
6 to switch on automatically at sunset and off at sunrise.
7

8 **4.13 Landscaping.** Berms and sculptured planting areas are encouraged. Landscaping of the
9 front yard shall be in place at the time the home is occupied. Front landscaping shall consist of
10 sod, automatic sprinklers and one tree at least two inches (2") in caliper and two (2) five-gallon
11 shrubs. Grass shall be planted or sodded in the back yard within one year of occupancy of the
12 home. The "front yard" shall be defined as that portion of the building lot from one side lot line to
13 the opposite side lot line lying in the front exposure of the structure. For building lots on corners,
14 the "front yard" shall also include that portion of the building lot from the front of the structure to the
15 rear of the structure of the side street (i.e., the side yard next to the side street).
16

17 **4.14 Fences.**

18
19 **4.14.1 Subdivision Perimeter Fences.** Grantor may construct a perimeter fence around
20 the exterior of this subdivision property (except for entrance or exit roadways or waterway
21 crossings). After Grantor has transferred title to any lot which contains a portion of this
22 perimeter fence it shall be the responsibility of the Owner of that lot to maintain, repair,
23 and/or replace as needed that portion of the perimeter fence on that Owner's lot. The
24 maintenance, repairs and/or replacement shall be performed so as to keep the perimeter
25 fencing uniform, attractive and harmonious. The Association may, in its sole discretion,
26 maintain some or all of the perimeter fencing as a Common Area expense.
27

28 **4.14.2 Other Owner Fences.** Other Owner fences are not required. If a fence is desired,
29 plans for it shall be approved by the Board prior to construction. Fences shall be of good
30 quality and workmanship and shall be properly finished and maintained. Fences may be
31 built of wood, such as a 6-foot, dog-eared cedar. Chain link fences are not allowed except
32 along ditches or water retention areas. Fences shall not be built closer to the front of the
33 lot than even with the front corner of the home, nor within 20 feet of any street right-of-way.
34

35 **4.15 Construction.** No pre-existing or prefabricated home shall be moved onto any lot. All
36 homes in this Subdivision must be constructed on the lot. Once construction has begun,
37 completion of each building or other improvement shall be diligently pursued and completed within
38 six months.
39

40 **4.16 Sewer.** All bathroom, sink and toilet facilities shall be located inside the home, and
41 connected underground to wet line sewer.
42

43 **4.17 No Further Subdivision.** No Building Lot may be split or subdivided without the prior
44 written approval of the Board.
45

46 **4.18 Nuisances.** No rubbish or debris shall be placed on or allowed to accumulate anywhere
47 on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or
48 offensive conditions shall be permitted to exist on any part of the Property. Noise or other

1 nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party
2 or other activity in the Common Area which unreasonably interferes with the peace and quiet of the
3 other Owners or occupants. The use of fireworks, firecrackers and any type of firearms on the
4 Property is strictly prohibited.
5

6 **4.19 Exterior Maintenance; Owner's Obligations.** All Improvements, especially the exterior
7 appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and
8 repair. In the event an Owner permits an Improvement to fall into disrepair or to create a
9 dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after
10 thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that
11 Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or
12 Grantor for all of the costs of the corrective action as set out in Article 8 and 9 below.
13

14 **4.20 Unsightly Articles.** No unsightly articles shall be permitted to remain on any property so
15 as to be visible from any other Owner's property. Trash is to be kept in containers and areas
16 approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be
17 visible to other property. No equipment, heat pumps, compressors, containers, lumber, firewood,
18 grass, shrub or tree clippings, metals, bulk material, disabled vehicles, or scrap shall be kept,
19 stored or allowed to accumulate on any property except within an enclosed structure or screened
20 from view. Vacant residential structures shall not be used for storage.
21

22 **4.21 No Temporary Structures.** No house trailer, mobile home, tent, shack or other temporary
23 building, improvement or structure shall be placed upon any portion of the Property or on any
24 streets. Temporary construction structures are permitted during the time of construction.
25

26 **4.22 No Unscreened Boats, Campers and Other Vehicles.** No boats, trailers, campers, all-
27 terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and
28 unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including,
29 without limitation, streets, parking areas and driveways) unless enclosed by a concealing structure
30 approved by the Board.
31

32 **4.22.1 Removal of Vehicles; Warning; Costs.** The Board or its representatives may
33 remove any vehicles in violation of this section at any time after giving the owner fifteen (15)
34 days' written notice of its intent to do so. For any such vehicles removed, the Owner shall
35 reimburse the Board, as a limited assessment, the costs thereof plus a management fee
36 equal to ten percent (10%) of the costs. (See Article 9 below.)
37

38 **4.23 Animals/Pets.** No farm animals, animals creating a nuisance, or animals in violation of
39 governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered
40 a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed
41 to inhabit any one lot. All dogs outside the home or outside the lot fence must be leashed. Pets
42 shall not be allowed in the Common Areas. Any kennel or dug run must be screened, placed inside
43 the lot fences, and approved by the Board.
44

45 **4.24 Signs.** No sign shall be displayed to public view without the approval of the Board except:
46 (1) signs used by Grantor in connection with the development and sale of the Property; (2) signs
47 identifying the development; (3) informational signs by the Board displayed on Common Areas;
48 (4) one sign of less than 12 square feet displayed by an Owner (other than Grantor) on that

1 Owner's property advertising the home for sale or lease; and (5) signs required by the governing
2 authorities. No signs other than Grant's shall be placed in the Common Area without the written
3 approval of the Board.
4

5 **4.25 Lot Grading and Drainage Requirements.** Each lot owner shall grade and maintain their
6 individual lot to direct water away from the foundation and to prevent the runoff of storm water onto
7 adjacent owner's lots.
8

9 **4.26 Additional Easements.** In addition to the easements shown on the recorded plat, an
10 easement is further reserved and each lot shall be subject to an easement five (5) feet on each
11 side of all other lot lines for installation and maintenance of utilities, irrigation and drainage.
12

13 **4.27 Exemption of Grantor.** Nothing contained in these CC&R's shall limit the right of Grantor:
14 to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements,
15 licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation,
16 grading and construction of any portion of the Common Areas, or Property owned by Grantor; to
17 alter construction plans and designs; to construct additional improvements; to erect, construct and
18 maintain structures and displays as necessary for the conduct of Grantor's business. Prior to
19 transferring title to a Building Lot, Grantor shall have the right to grant, establish and/or reserve on
20 that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies,
21 or to others. Grantor may use any structures owned by Grantor on the Property as model home
22 complexes or real estate sales leasing offices. The rights of Grantor may be assigned by Grantor
23 to any successor in interest by a written assignment recorded in the Office of the County Recorder.
24

25 **4.28 Water; Water Rights.** The property in this subdivision is provided with irrigation water
26 through the Kuna irrigation district. No guarantee is made as to when such irrigation water will be
27 available and the amounts so available. Such availability and volume are dependent on when, and
28 in what quantities, irrigation water becomes available through the servicing canal. Irrigation water
29 is non-potable. No irrigation water rights exist from any irrigation district for any lot in Sable Ridge
30 Subdivision.
31

32 **4.29 Laws; Ordinances.** These CC&R's are subject to all rules, regulations, laws and
33 ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law
34 or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall
35 be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.
36

37 **4.30 Special Covenants.** Lot 7, Block 1 in this subdivision has special circumstances which
38 require special covenants and restrictions as follows:
39

40 **4.30.01 Drainage Easement.** Lot 7, Block 1 is a common area lot to be owned by the
41 Association and is subject to an overflow drainage/retention easement in favor of the
42 ACHD. ACHD is hereby granted a drainage/retention easement on this lot to retain water,
43 and to construct, install and maintain the drainage system.
44

45 **4.30.02 Drainage Easement Area Restrictions.** The Association shall maintain a grass
46 lawn in the easement area and shall keep the lawn mowed and the area free of trash and
47 debris. No buildings, fences, trees, shrubs or structures shall be placed in the floor of this
48 drainage easement area. (However, shrubs and trees may be planted on the slopes of this

1 drainage area providing they don't interfere with the ACHD easements or interfere with the
2 drainage/retention system).

3
4 **4.30.03 "Heavy" Maintenance of Drainage/Retention Area.** Heavy maintenance consists
5 of periodically inspecting the retention facility to ensure it is functioning properly; cleaning
6 out the facility piping and mucking out the facility when the sediment level exceeds the
7 designed storage level. All other maintenance shall be referred to herein as "light"
8 maintenance. ACHD has opted to perform this "heavy" maintenance and shall be allowed
9 to perform this maintenance work. In the event the ACHD shall decide not to do such
10 "heavy" maintenance, then the Association shall do so.

11
12 **4.30.4 "Light" Maintenance.** The Association shall provide all "light" maintenance of the
13 drainage/retention area (mowing, weed control, trash control, etc.).

14
15 **4.30.5 Association Failure to Maintain; ACHD Remedies.** In the event that ACHD
16 determines, in its sole discretion, that the Association is not adequately maintaining the
17 detention pond/drainage basin, then ACHD shall, before undertaking maintenance of said
18 common area, provide written notice of its intention to begin maintenance within a thirty (30)
19 day period, within which time the Association may undertake to initiate and conclude all
20 maintenance defects as identified by ACHD. In the event that the Association shall fail to
21 commence and conclude maintenance of the detention pond/drainage basin to the extent
22 said items of specific maintenance are identified by ACHD within the prescribed thirty (30)
23 days, then in that event, ACHD may begin to undertake such maintenance. ACHD is
24 hereby granted an irrevocable license and easement to enter upon any portion of the
25 common area or facility after having provided notice to the Association and having provided
26 the Association an opportunity to undertake said maintenance, ACHD shall first bill the
27 Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be
28 entitled to and empowered to file a taxable lien against all lots within Sable Ridge
29 Subdivision with power of sale as to each and every lot in order to secure payment of any
30 and all assessments levied against all lots in these subdivisions pursuant to the Master
31 Declaration as if said maintenance has been performed by the Association, together with
32 interest at the rate which accrues on judgments thereon and all costs of collection which
33 may be paid or incurred by ACHD. The Association shall not be dissolved or relieved of its
34 responsibility to maintain the defined common area and facilities contained therein without
35 the prior written approval from ACHD. The Association and all lot owners by accepting title
36 to a lot agree that all lot owners within these subdivisions are benefitted property owners
37 of such maintenance.

38
39 **4.31 Micro-Path Lot Easement Area.** Micro-Path lot easement areas may be created for the
40 purpose of maintaining a Micro-Path easement. This easement area shall be landscaped as
41 approved by the City of Kuna and shall contain a paved Micro-Path at least eight (8) feet in width
42 the entire length of the easement area. This lot and easement area shall be for the ingress and
43 egress of pedestrian and bicycle traffic and shall be for the benefit of all lots in Sable Ridge
44 Subdivision and Kuna. This lot shall be owned and maintained by the Association and such
45 maintenance shall comply with all Kuna City requirements and regulations for Micro-Path easement
46 areas. This Micro-Path easement and the maintenance responsibilities relating thereto shall not
47 be dissolved without the express written permission of the City of Kuna.
48

1 **4.32.1 No Liability.** Each lot owner by accepting a deed to a lot in Sable Ridge Subdivision
2 and each occupant by occupying a lot in Sable Ridge Subdivision and each user of the
3 Micro-Path specifically agrees that the Declarant, its agents, officers, employees and
4 shareholders shall have no liability of any kind whatsoever relating in any way to the use
5 of the Micro-Path including, but not limited to, any accidents or bodily injuries which result
6 from the use of the Micro-Path. Nor shall the Association, its officers, agents, or employees
7 have any such liability. All lot owners, occupants and users of the Micro-Path specifically
8 assume the risk and waive any and all claims relating to the use of this Micro-Path.
9

10 **4.32 Perpetual.** The provisions contained in this paragraph 4.32 shall be perpetual and shall
11 run with each affected lot. These provisions of paragraph 4.32 as they apply to each of the
12 common driveway lots may not be amended unless such amendment is approved by a) the lot
13 owners affected; b) the President of the Association, if the Association exists; and, 3) the City of
14 Kuna.
15

16 **4.33 Exclusion from Codes, Covenants & Restrictions.** The five (5) acres, more or less,
17 being owned by Terry and Dana True, located at 887 E. Ardell Road, are excluded from the Codes,
18 Covenants & Restrictions of Sable Ridge Subdivision.
19

20 **ARTICLE V - SABLE RIDGE NEIGHBORHOOD ASSOCIATION, INC.**
21

22 **5.1 Organization of Sable Ridge Neighborhood Association, Inc.** Sable Ridge
23 Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an
24 Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit
25 corporations and shall be charged with the duties and invested with the powers prescribed by law
26 and set forth in the Articles, Bylaws (attached hereto as Exhibit b) and this Declaration. Neither the
27 Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be
28 inconsistent with this Declaration.
29

30 **5.2 Membership.** Each Owner of a lot subject to assessment (including contract sellers), by
31 virtue of being an Owner, and for so long as such ownership is maintained, shall be a Member of
32 the Association. The memberships in the Association shall not be transferred, pledged, assigned
33 or alienated except upon the transfer of Owner's title the transferee of such title. Any prohibited
34 membership transfer shall be void and will not be reflected on the books of the Association.
35

36 **5.3 Voting.** Voting in the Association shall be carried out by Members (including Grantor) who
37 shall cast the votes attributable to the Building Lots which they own. The number of votes any
38 Member may cast on any issue is determined by the number of Building Lots owned. When more
39 than one person holds an interest in any Building Lot, all such persons shall be Members but shall
40 share the vote attributable to the Building Lot. One lot, one vote. For voting purposes, the
41 Association shall have two (2) classes of Members:
42

43 **5.3.1 Class A Members.** Owners other than Grantor shall be Class A Members. Each
44 Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such
45 Class A Member(s) on the day of the vote.
46

47 **5.3.2 Class B Members.** The Grantor shall be the Class B Member, and shall be entitled
48 to three (3) votes for each Building Lot owned by Grantor. The Class B Member shall

1 cease to be a voting Member in the Association on the happening of either of the following
2 events, whichever occurs first: (a) when seventy-five percent (75%) of the Building Lots
3 have been sold to Owners other than Grantor; or, (b) on December 31, 2007.
4

5 **5.3.3 No Fractional Votes or Severance from Land.** Fractional votes are not allowed.
6 If joint Owners cannot agree how their vote will be cast, they lose their right to vote on the
7 matter being put to a vote. A vote cast will be conclusive for all purposes that the Owner
8 had authority and consent of all joint Owners. Votes may not be severed from the Building
9 Lot. However, an Owner may give a revocable proxy, or assign the Owner's right to vote
10 to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned,
11 for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or
12 conveyance of a Building Lot to a new Owner automatically transfers the voting right to the
13 new Owner.
14

15 **5.4 Board of Directors and Officers.** The affairs of the Association shall be managed by a
16 Board of Directors ("Board") and such officers or agents as the Board may elect or appoint as
17 provided in the Bylaws. The Board shall be elected in accordance with the Bylaws.
18

19 **5.5 Power and Duties of the Association.** The Association shall have all the powers of a
20 corporation organized under the laws of the State of Idaho subject only to the limitations set forth
21 in the Articles, Bylaws, and this Declaration. The Association shall have the power to appoint
22 representatives and the power to perform all acts which may be necessary or incidental to
23 discharge its duties and responsibilities and to manage and operate the Association's Common
24 Areas and to manage and operate the Association's Common Areas and assets. The Association's
25 powers include, but are not limited to, the following:
26

27 **5.5.1 Assessments.** The power to levy Assessments on any Class A Owner as set out
28 herein and to force payment as provided in this Declaration.
29

30 **5.5.2 Enforcement.** The power and authority in its own name, or on behalf of any Owner
31 who consents, to file and maintain actions and suits to restrain and enjoin any breach or
32 threatened breach of this Declaration, the Articles or the Bylaws; and to file and maintain
33 any action to enforce the terms thereof.
34

35 **5.5.3 Emergency Powers.** The power to enter upon any property (but not inside any
36 building) in any emergency where there is potential danger to life or property or when
37 necessary to protect or maintain Improvements for which the Association is responsible.
38 The Association may also enter upon any property to prevent the waste of irrigation water.
39 Such entry shall be made with as little inconvenience to the Owner as practicable. Any
40 damage caused by the Association shall be repaired by the Association.
41

42 **5.5.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements.** The
43 Association shall have the power to enter into any cooperative or license agreements
44 regarding water or irrigation systems. The Association shall have the power to grant and
45 convey to any third-party licenses, easements and rights-of-way, in or under the Common
46 Area or in any easement areas of any Lots as may be necessary or appropriate for the
47 orderly maintenance, preservation and enjoyment of the Property and Common Area, and
48 for the preservation of the health, safety, convenience and welfare of the owners. The right

1 to grant such licenses, easements and rights-of-way are hereby expressly reserved to the
2 Association and may be granted at any time prior to twenty-one (21) years from the date
3 of recording of these CC&R's.

4
5 **5.6 Duties of the Association.** In addition to duties necessary and proper to carry out the
6 powers delegated to the Association by this Declaration, the Articles and Bylaws, the Association
7 shall have the authority to perform without limitation, each of the following duties:

8
9 **5.6.1 Operation and Maintenance.** Operate, maintain, and otherwise manage to provide
10 for the operation, maintenance and management of the Common Area, and, at the
11 discretion of the Board, provide for: 1) the cleaning and sweeping of the streets in the
12 subdivision to keep construction mud and debris to a minimum; b) mowing the vacant lots
13 and maintaining right-of-way areas in or adjacent to the subdivision to keep the subdivision
14 as a whole as aesthetically pleasing as possible.

15
16 **5.6.2 Taxes and Assessments.** Pay all real and personal property taxes and assessments
17 including but not limited to water costs separately levied against the Common Area or
18 against the Association and/or any other property in this Subdivision owned or managed
19 by the Association. Taxes, assessments and water costs may be contested or
20 compromised by the Association and the costs are a common area expense. The
21 Association shall pay any applicable federal, state or local taxes levied against the
22 Association.

23
24 **5.6.3 Water and Other Utilities.** Acquire, provide and pay for water, utilities, maintenance,
25 operation costs, and other necessary services for the Common Areas or any pressurized
26 urban irrigation system.

27
28 **5.6.4 Insurance.** Acquire insurance coverage as the Board deems necessary or advisable,
29 from insurance companies authorized to do business in the State of Idaho, and maintain
30 any insurance policies including, but not limited to, the following: (1) Comprehensive public
31 liability insurance insuring the Board, the Association, the Grantor and/or the individual
32 grantees and agents and employees of each against any liability incident to the ownership
33 and/or use of the Common Area; (2) Directors' and officers' liability insurance; (3) Motor
34 vehicle insurance and workmen's compensation insurance; (4) Performance, fidelity and
35 other bonds the Board deems necessary to carry out the Association functions or to insure
36 the Association against any loss from malfeasance or dishonesty of any employee or other
37 person charged with the management or possession of Association funds or other property.
38 The Association shall be deemed trustee of the interests of all Owners in connection with
39 any insurance proceeds paid to the Association under such policies, and shall have full
40 power to receive the Owner's interests in such proceeds. All proceeds shall be used for
41 Association purposes. Insurance premiums for the above insurance coverage shall be a
42 common expense to be included in the Regular Assessments levied by the Association.

43
44 **5.6.5 Enforcement of Restrictions and Rules.** Perform such other acts, whether or not
45 expressly authorized by this Declaration, as may be reasonably advisable or necessary to
46 enforce any of the provisions of this Declaration, the Articles or the Bylaws.

47
48 **5.7 No Liability.** No Board member, committee member, Association officer, Grantor or its

1 officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any
2 Owner, or any other party, including the Association, for any damage, loss or prejudice suffered
3 or claimed on the account of any act, omission, error or negligence of that person provided that the
4 person has acted in good faith and without gross, willful or intentional misconduct.

5
6 **5.8 Budgets; Operating Statement; Balance Sheet; Inspection.** Within sixty (60) days after
7 the close of each calendar year, the Association shall cause to be prepared and shall make
8 available for inspection by any Owner; (1) a balance sheet as of the last day of the Association's
9 calendar year; (2) an annual operating statement reflecting the income and expenditures of the
10 Association for its last calendar year, and (3) a proposed budget and schedule of Assessments for
11 the current year. Notice of scheduled Assessments due shall be given at least once a year.

12
13 **5.9 Meetings of Association; Notice of Meeting and Assessments.** Each year the
14 Association shall hold at least one annual meeting of the Members on April 30, or some other date
15 set by the board between April 15 and May 31. If any meeting date falls on a weekend or holiday,
16 then the meeting shall be on the next following business day. Notice of such meeting shall be
17 given at least ten (10), and no more than thirty (30), days prior to the meeting and such notice may
18 include notice of the Assessments scheduled due for the coming year. Only Members or their
19 proxies shall be entitled to attend Association meetings. All other persons may be excluded. Notice
20 for all Association meetings, regular or special, shall be given by regular mail to all Members, at
21 the address for the lot in the subdivision or the address supplied in writing to the Association. This
22 notice shall set forth the place, date and hour of the meeting and the nature of the business to be
23 conducted. All meetings shall be held within the Property, or as close thereto as practical, at a
24 reasonable place selected by the Board. The presence at any meeting of the Class B Member (or
25 representative) where there is such a Member, and of Class A Members representing Owners
26 holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a
27 quorum. If any meeting cannot be held because a quorum is not present, the Members present
28 may adjourn the meeting to another time not more than thirty (30) days from the time the original
29 meeting was scheduled. If the rescheduled meeting is more than thirty (30) days, then additional
30 notice of the next meeting shall be given. At any subsequent meeting properly called, the presence
31 of any Member shall constitute a quorum.

32 ARTICLE VI - ARCHITECTURAL CONTROL

33
34
35 No building, structure, fence, wall, hedge, landscaping, painting, obstruction, berm, driveway, or
36 Improvement shall be placed on, under, over or across any part of Sable Ridge Subdivision unless
37 a written request (given to one of the Board of Directors of the Association or a person designated
38 by the Board) for approval thereof containing the plans and specifications therefor, including
39 exterior color scheme, has been approved, in writing, by a member of the Board or any person
40 designated by the Board. The initial Board and their addresses is as follows:

- 41 1. Lisa A. Wanner, 2752 S. Goshen Way, Boise, Idaho 83709
 - 42 2. Therese Goodman, 2752 S. Goshen Way, Boise, Idaho 83709
 - 43 3. Gowanwood Architects, 114 E. Idaho St., Meridian, Idaho 83642
- 44
45
46
47
48

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5 **ARTICLE VII - RIGHTS TO COMMON AREAS**
6

7 **7.1 Use of Common Area.** Every Owner shall have the equal right to enjoy the use of those
8 Common Areas or common facilities which are designed and built for such use. The Association
9 may make reasonable rules governing use of the Common Areas and facilities. All common areas
10 and facilities shall be owned by the Association. The Association shall have the power to suspend
11 the use of all common areas to Members who are in arrears for non-payment of Assessments.
12 However, the Association may not suspend street or sidewalk access to a member's lot or home.
13 The Association may dedicate or transfer all or any part of the Common Area to any public agency,
14 authority or utility for such purposes agreed to by the Members. No dedication, mortgage or
15 transfer of said Common Area shall be effective unless an instrument agreeing to such dedication
16 or transfer is signed by the Grantor (if Grantor still owns any of the Building Lots), and two-thirds
17 (2/3) of the Class A Members. Transfer must also be approved by any local government having
18 jurisdiction over the transfer. Said transfer shall become effective when the instrument is recorded.
19 In the event that an Owner's access to his lot is over any Common Area, then any transfer of the
20 Common Area shall be subject to an easement for the access of the Owner.
21

22 **7.2 Damages.** Any Owner shall be liable for damage to any Common Area which may be
23 sustained by reason of the negligence of willful misconduct of the Owner, the Owner's tenant, or
24 the Owner's family, guests, agents, contractors or invitees. In the case of joint ownership the
25 liability of such Owners shall be joint and several. The cost of correcting the damage shall be
26 treated as a Limited Assessment against the Owner and building Lot and may be collected as
27 provided herein. No Owner shall be liable for any amounts greater than is legally allowable under
28 Idaho law.
29

30 **ARTICLE VIII - ASSESSMENTS**
31

32 **8.1 Covenant to Pay Assessments.** By acceptance of a deed to any property in Sable Ridge
33 Subdivision, each Class A Owner hereby covenants and agrees to pay, when due, all Assessments
34 or charges made by the Association pursuant to this Declaration. In the event this subdivision is
35 developed in Phases, the lots in uncompleted phases shall not be assessed until they become
36 Class A Owner's lots. Declarant shall not pay any Assessments. No Mortgagee shall be required
37 to collect any assessments.
38

39 **8.1.1 Assessment Constitutes Lien.** Such Assessments and charges set out herein,
40 together with interest, costs and reasonable attorneys' fees which may be incurred in
41 collecting the same, shall be a continuing lien upon the property against which each such
42 Assessment or charge is made.
43

44 **8.1.2 Assessment Personal Obligation.** Each Assessment obligation set out herein
45 which accrues during the time of ownership shall also be the personal obligation of the
46 Owner beginning the time the Assessment falls due. This personal obligation for
47 Assessments shall remain Owner's personal obligation regardless of whether he remains
48 an Owner. Notwithstanding anything contained herein, the failure to pay assessments does

1 not constitute a default on an owner's federally insured mortgage.

2
3 **8.2 Regular Assessments.** All Class A Owners are obligated to pay Regular Assessments
4 to the Association on a schedule of payments established by the Board.

5
6 **8.2.1 Initial Regular Assessment.** The initial Regular Assessment for the first calendar
7 year is to be One Hundred Twenty-Five Dollars (\$125.00) per year, per lot. This initial
8 assessment is due upon sale of a lot from Grantor and shall be prorated on a calendar-year
9 basis based on the date of closing, and shall be paid to the Association by the Buyer upon
10 closing of the first transfer of the lot from the Declarant to the Buyer.

11
12 **8.2.2 Regular Assessments.** The proceeds from Regular (and other) Assessments are
13 to be used to pay for all costs and expenses incurred by the Association, including, but not
14 limited to: (1) legal, accounting, management, and professional fees; (2) the costs and
15 expenses of construction, improvement, protection, maintenance, repair, management and
16 operation of the Common Area and common facilities; (3) an amount allocated to an
17 adequate reserve fund, established by the Board, for repairs, replacement, maintenance
18 and improvement of those elements of the Common Area, or other property of the
19 Association that must be replaced and maintained; (4) the cleaning and sweeping of the
20 streets in the subdivision to keep construction med and debris to a minimum; and
21 (5) mowing the vacant lots and maintaining right-of-way areas in or adjacent to the
22 subdivision to keep the subdivision as a whole as aesthetically pleasing as possible.

23
24 **8.2.3 Computation of Regular Assessments.** The Association shall compute the amount
25 of its Expenses on an annual calendar basis and shall assess each Class A Owner's lot
26 equally for all Assessments (except the Limited Assessments which are on a lot-by-lot
27 basis). Regular Assessments for the calendar year shall be prorated as of the date of
28 closing.

29
30 **8.2.4 Amounts Paid by Owners.** The Board can require, in its discretion, payment of
31 Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The
32 Regular Assessment to be paid by any particular Owner, including Grantor, for any given
33 calendar year shall be computed by dividing the Association's total advance estimate of
34 expenses by the total number of Building Lots in the Property (i.e., each Owner of a
35 Building Lot shall pay an equal share of Regular Assessments).

36
37 **8.3 Special Assessments.**

38
39 **8.3.1 Transfer Special Assessment.** Upon each transfer of any lot in the subdivision and
40 the recording of the deed, each Buyer at closing shall pay the Association a special transfer
41 assessment of Fifteen Dollars (\$15.00), which shall be used for general Association
42 purposes.

43
44 **8.3.2 Set-up Assessment.** Upon the first sale of each lot in this subdivision from the
45 Declarant, the Buyer shall pay to the Association at closing an initial Association set-up fee
46 equal to Twenty-five Dollars (\$25.00) to be used for general Association purposes. This
47 fee shall be a one-time, initial set-up fee, and shall not be prorated for any time left in the
48 calendar year. This set-up fee assessment shall be paid in full regardless of the time of

1 year of the closing, but shall only be paid once per lot.

2
3 **8.3.3 Special Assessments.** In the event that the Board shall determine that its respective
4 Regular Assessment for a given calendar year is or will be inadequate to meet the
5 Expenses of the Association for any reason, including, but not limited to, costs of
6 construction, reconstruction, unexpected repairs or replacement of capital improvements
7 upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, the
8 Board shall determine the approximate amount necessary to defray such expenses and
9 levy an Excess or Special Assessment equally to all Class A Owners. No such Assessment
10 shall be levied which exceeds thirty-five percent (35%) of the budgeted expenses of the
11 Association for that calendar year, without the vote or written assent of 2/3 of the Class A
12 Owners. The Board shall, in its discretion, determine the schedule under which such
13 Special Assessment will be paid.

14
15 **8.4 Limited Assessments.** Notwithstanding the above provisions with respect to Regular and
16 Special Assessments, the Board may levy a Limited Assessment against a Building Lot and the
17 Owner thereof personally as a remedy to reimburse the Association for costs (together with the
18 10% management fee, interest, and attorneys' fees as provided in Article 9 below) incurred in
19 bringing the Owner and/or such Owner's Building Lot into compliance with the provisions of these
20 CC&R's.

21
22 **8.5 Notice and Assessment Due Date.** Except for the Special Transfer Assessment, the Set-
23 Up Assessment and initial prorated Regular Assessment, written notice of all other assessments
24 shall be given to the Owner at the property address in the property covered by this Declaration or
25 to such other address as the Owner supplies in writing to the Board. Such notice shall set out the
26 amounts due and the date(s) due. Each installment of Assessments shall become delinquent if
27 not paid within ten (10) days after the levy and notice thereof. The Association may bring an action
28 against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as
29 more fully provided herein.

30
31 **8.6 Late Fees: Interest on Past-Due Assessments.** Assessments of any kind which are not
32 paid within ten (10) days of the due date shall be assessed an additional late charge of Fifteen
33 Dollars (\$15.00). In addition, interest shall be paid on the unpaid assessment at the rate of one
34 and one-half percent (1½%) per month from and after the date the assessment was due until the
35 date of payment.

36
37 **8.7 Estoppel Certificate.** The Association, upon at least twenty (20) days prior written request,
38 shall execute, acknowledge and deliver to the party making such request, a statement in writing
39 stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in
40 default under the provisions of this Declaration, and further stating the dates to which any
41 Assessments have been paid by the Owner. Any such certificate delivered pursuant to this
42 paragraph may be relied upon by any prospective purchaser of Mortgagee of the Owner's Building
43 Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have
44 had no actual knowledge.

45
46 **ARTICLE IX - ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS**

47
48 **9.1 Right to Enforce; Attorneys' Fees.** The Association has the right to enforce these

1 covenants and to collect and enforce its Assessments. Each Owner of a Building Lot, by accepting
2 a deed to a Building Lot, covenants and agrees to comply with the terms, covenants, conditions,
3 and restrictions contained herein and to pay each Assessment provided for in this Declaration and
4 agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or
5 by law. In the event an attorney or attorneys are employed for the enforcement of any covenants
6 or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with
7 or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay
8 reasonable attorneys' fees in addition to any other relief or remedy against such Owner. The Board
9 or its authorized representative may enforce these covenants or the obligations of the Owner
10 hereunder by: (1) direct corrective action against the Owner or the offending violation; (2) litigation
11 at law or in equity; (3) foreclosure of the liens created herein; (4) expenditure of funds to remedy
12 any violations; and/or, (5) any other lawful action.

13
14 **9.1.1 Corrective Action.** In the event an Owner fails to comply with any provisions of these
15 Declarations, the Board shall have authority to take appropriate corrective action against
16 said Owner. Each Owner who is the subject of such corrective action agrees to and shall
17 pay all the costs of said corrective action, plus interest on all expended funds from the date
18 of expenditure at the rate of one and one-half percent (1½%) per month, plus a
19 management fee equal to ten percent (10%) of all the costs expended for the corrective
20 action, and all attorneys' fees incurred. Such shall be a Limited Assessment against that
21 Lot and that Lot Owner and shall create a lien enforceable in the same manner as other
22 Assessments set forth in these CC&R's. If such an Assessment is not paid within ten (10)
23 days of notice of the Limited Assessment, the Owner shall also be subject to late fees set
24 out herein.

25
26 **9.1.2 Notice of Corrective Action.** Prior to taking corrective action, the board, or its
27 authorized representative, shall give notice to the Owner of the violation of these
28 Declarations, the remedy necessary and the date by which the remedy must be completed.
29 In the event the Owner has not remedied the violation by the time set out in the notice, the
30 Owner consents to corrective action by the Board or its representatives and shall pay all the
31 costs of such corrective action as set out in this Declaration.

32
33 **9.2 Assessment Liens.** There is hereby created a lien with power of sale on each and every
34 Building Lot to secure payment of any and all Assessments levied against such Building Lot,
35 together with other charges as provided in this Declaration. All sums assessed in accordance with
36 the provisions of this Declaration shall constitute a lien on such respective Building Lots upon
37 recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all
38 other liens or claims created subsequent to the recording of the claim of lien except for tax liens
39 for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any
40 municipal or other governmental assessing body which, by law, would be superior thereto.

41
42 **9.2.1 Claim of Lien.** Upon default of any Owner in the payment of any Assessment, the
43 Association may cause to be recorded in the office of the County Recorder a claim of lien.
44 The claim of lien shall state the amount of such delinquent sums and other authorized
45 charges (including the cost of recording), a sufficient legal description of the Building Lot(s)
46 against which the same have been assessed, and the name of the record Owner (or
47 reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien,
48 but any number of defaults may be included within a single claim of lien. Upon payment

1 to the Association of all Assessments and all other charges of any kind set out in this
2 Declaration or other satisfaction thereof, the Association shall cause to be recorded a notice
3 releasing the lien. The Association may demand and receive the cost of preparing and
4 recording such release before recording the same.

5
6 **9.3 Method of Foreclosure.** The lien may be foreclosed like a mortgage; foreclosed by power
7 of sale; foreclosed pursuant to Idaho Code Section 45-507; or foreclosed by any other appropriate
8 action in court. The Owner shall pay all of the Association's attorneys' fees and costs of the action
9 if the Association prevails. Any sale shall be conducted in accordance with Idaho law applicable
10 to the exercise of powers of sale. The Board is authorized to appoint its attorney, any officer or
11 director of the Association, or any title company authorized to do business in Idaho as trustee for
12 the purpose of conducting such power of sale or foreclosure to the extent allowed by law.

13
14 **9.4 Action at Law.** The Association may, in its discretion, elect not to foreclose the lien and
15 simply file an action at law against the Owner for the monies due. The Owner shall pay all of the
16 Association's attorneys' fees and costs of the action if the Association prevails.

17
18 **9.5 Required Notice.** Any claim of lien shall be recorded with the County Recorder. In the
19 event that the Association elects to file a lien and foreclose pursuant to Idaho Code Section 45-507,
20 then the Association shall serve the copy of the recorded lien on the Owner within 24 hours of the
21 recording of the lien as required by Idaho Code Section 45-507. No foreclosure action may be
22 brought to foreclose the lien, whether judicially, by power of sale or otherwise, until the expiration
23 of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail,
24 certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in the claim
25 of lien, and to the person in possession of such Building Lot(s). No prior notice to the Owner is
26 required for the Association to file an action at law for the monies due; provided, however, that no
27 action at law can be filed until an Assessment is more than sixty (60) days in default.

28
29 **9.6 Subordination to Certain Trust Deeds.** The lien for the Assessments provided for herein
30 shall be subordinate to the lien of any first deed of trust or first mortgage given and made in good
31 faith and for value that is of record as an encumbrance against such Building Lot prior to the
32 recording of a claim of lien for the Assessments. The transfer of any lot pursuant to a foreclosure
33 of a first deed of trust or mortgage shall extinguish the lien of the Assessments which came due
34 before the foreclosure. Otherwise, the sale or transfer of any Building Lot shall not affect any liens
35 or lien rights that Association has in this Declaration. Nor shall such sale or transfer diminish or
36 defeat the personal obligation of any Owner for Assessments.

37
38 **9.7 Rights of Mortgages.** Notwithstanding any other provision of this Declaration, no
39 amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed
40 of trust upon a Building Lot made in good faith and for value, and recorded prior to the recording
41 of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot
42 shall remain subject to this Declaration as amended.

43 **ARTICLE X - EASEMENTS**

44
45
46 **10.1 Easements of Access.** Grantor expressly reserves for the benefit of all the Property and
47 Owners reciprocal easements of access, ingress and egress to and from their respective Building
48 Lots. These reserved easements are for: (1) installation and repair of utility services in the

1 easement areas identified on the plat; (2) drainage of water (by buried pipe and not by flooding)
2 across and under adjacent Building Lots and Common Areas in the drainage easement areas
3 shown on the plat; (3) reasonable and necessary access by adjacent Owners for the maintenance
4 and repair of fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees,
5 landscaping, and the like. Such easements may also be used as necessary by Grantor and the
6 Association.

7
8 **10.2 Utility Easements.** This Declaration is subject to all easements granted by Grantor before
9 or after this Declaration for the installation and maintenance of utilities, drainage facilities, sewer,
10 water, irrigation systems, and the like, that are required for the development of the Property.
11 Grantor reserves, for the benefit of the Association, the right to grant additional easements and
12 rights-of-way over the Property to utility companies and public agencies as necessary or expedient
13 for the proper development of the Property.

14
15 **10.2.1 Improvement of Drainage and Utility Easement Areas.** No permanent structures
16 or Improvements shall be constructed on any drainage or utility easement areas which
17 would interfere with or prevent the easement from being used for its intended purpose.
18 Landscaping and fences in these easement areas are permitted in this Declaration if they
19 do not interfere with the use of the easement.

20 ARTICLE XI - MISCELLANEOUS

21
22
23 **11.1 Term.** The easements granted in this Declaration shall be perpetual. These CC&R's shall
24 run with the land, and remain in effect, until 2015, unless amended as provided. After 2015, these
25 CC&R's shall be automatically extended for successive periods of ten (10) years each, unless
26 amended or terminated by a recorded instrument executed by Members holding at least three-
27 fourths (3/4) of the voting power of the Association. The Association shall not be dissolved without
28 the prior written approval of the City of Kuna.

29
30 **11.2 Amendment by Grantor.** Until the recording of the first deed to a Building Lot, the
31 provisions of this Declaration may be amended, modified, clarified, supplemented, added to or
32 terminated by Grantor alone by recording of a written instrument setting forth such amendment or
33 termination.

34
35 **11.3 Amendment by Owners.** Any amendment to this Declaration shall be by an instrument
36 in writing, signed and acknowledged by the President and Secretary of the Association, certifying
37 and attesting that such amendment has been approved by the vote, or written consent,
38 representing two-thirds (2/3) or more of the votes in the Association. Any amendment shall be
39 effective upon recording with the County Recorder of such amendment.

40
41 **11.4 Effect of Amendment.** Any amendment of this Declaration approved in the manner
42 specified above shall be binding on all owners and all Property, notwithstanding that some Owners
43 may not have voted for or consented to such amendment. Amendments may add to and increase
44 the covenants, conditions, restrictions and easements applicable to the Property but no amendment
45 shall prohibit or unreasonably interfere with the allowed uses of any owner's property which existed
46 prior to the said amendment.

47
48 **11.5 Annexation of Additional Area.** Declarant shall have the right to annex and include

1 additional areas owned by Declarant into these Declarations and to make these additional areas
2 subject to the jurisdiction of these CC&R's and the Association. Declarant may annex these
3 additional areas by recording a "Notice of Annexation" with the county recorder, describing the
4 additional property to be annexed and referring to these Declarations and specifically stating in the
5 notice any other or modified or additional restrictions that apply to the additional lands. Upon
6 recording of the Notice of Annexation, these CC&R's shall apply to the additional lands (as added
7 to or modified by the Notice of Annexation) as if the additional land were originally covered by this
8 Declaration. Thereafter, the rights, privileges, duties and liabilities of all parties with respect to the
9 additional lands and the lands described in this Declaration will be governed by these Declarations
10 and the Notice of Annexation as if all had been done together originally. The Association shall
11 manage all the lands together.

12
13 **11.6 Mortgage Protection.** No amendment of this Declaration shall operate to defeat or render
14 invalid the rights of the beneficiary under any first deed of trust made in good faith and for value,
15 and recorded prior to the recording of such amendment, provided that after foreclosure of any first
16 deed of trust such Building Lot shall remain subject to this Declaration, as amended.

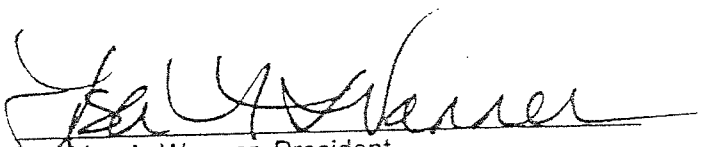
17
18 **11.7 Notices.** Any notices required by these CC&R's shall be in writing and may be delivered
19 either personally, by mail, or by overnight courier. Delivery shall be complete when served
20 personally, posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices
21 shall be sent to Owners at the address of the property or if the Owner has given a different address
22 to the Association in writing then notices shall be given to that address. Such address may be
23 changed from time to time by notice in writing to the Association. Notices to the Grantor and to the
24 Association shall be given to that address of Grantor on Page One until Owners are given notice
25 in writing of another address for notice.

26
27 **11.8 Enforcement and Non-Waiver.** These CC&R's may be enforced by Declarant, the Board,
28 the Association or any Owner. Failure to enforce any of the terms of this Declaration at any time
29 shall not be a waiver of the right to do so thereafter. Nothing contained herein shall be construed
30 as an obligation of the Declarant, Board or Sable Ridge Neighborhood Association shall have any
31 liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's.

32
33 **11.9 Successors and Assigns.** All references herein to Declarant, Owners, the Association or
34 person shall be construed to include all heirs, successors, assigns, partners and authorized agents
35 of such Grantor, Owners, Association or person.

36
37 DATED This 19th day of July, 2002.

38
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40 Sagewood Development Corporation

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By: 
By: Lisa A. Wanner, President

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STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this July 19, 2002, before me, Robert L. Aldridge, a Notary Public in and for the State of Idaho, personally appeared Lisa A. Wanner, known to me or identified to me or proved to me on the basis of satisfactory evidence to be the President of Sagewood Development Corporation, and to be the person whose name is attached to the foregoing instrument and acknowledged to me that said corporation executed the same.

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



Notary Public for Idaho
Residing at Meridian
My Commission expires on 7-1-2006

EXHIBIT "A"

1
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3
4 A parcel of land being a portion of the North ½ of the SW 1/4 of Section 13, Township 2 North,
5 Range 1 West of the Boise, Meridian, Ada County, Idaho, being more particularly described as
6 follows:

7
8 Commencing at the West 1/4 corner of Section 13, T.2 N. R. 1 W., B.M., Thence S 88°51'18" E
9 933.35 feet along the North line of the SW 1/4 of said Section 13 to the REAL POINT OF
10 BEGINNING of this description;

11
12 Thence continuing S 88°51'18" E 1,703.08 feet to the Center 1/4 corner of said Section 13;

13
14 Thence S 0°07'33" W 1,322.80 feet to the Center-South 1/16 corner of said Section 13;

15
16 Thence N 88°50'03" W 1,029.61 feet along the South line of the North ½ of the SW 1/4 to a point
17 on the centerline of a drain ditch;

18
19 Thence along said ditch centerline the following courses and distances:

20
21 N 23°09'30" W 852.93 feet;

22
23 N 18°03'00" W 155.71 feet;

24
25 N 29°49'30" W 200.62 feet;

26
27 N 39°45'00" W 118.90 feet;

28
29 N 49°51'00" W 152.20 feet;

30
31 N 07°40'00" E 40.39 feet to the REAL POINT OF BEGINNING of this description.

32
33 This parcel contains 40.28 acres, more or less, and is subject to all existing easements and rights-
34 of-way.

35
36 Access to this parcel is supplied by an easement described as the Northerly 50.00 feet of the NW
37 1/4 of the SW 1/4 which lies adjacent to and westerly of the above-described parcel.

EXHIBIT "B"

1
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4

The following lots shall be designated as common area lots;

Lots 12 & 7, Block 1; Lot 1, Block 2, Lot 1 Block 3, and Lot 1, Block 7