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GREENBRIAR ESTATES HOA

AMENDED DECLARATION

OF

COVENANTS CONDITIONS AND RESTRICTIONS

FOR

GREENBRIAR ESTATES HOMEOWNERS' ASSOCIATION, INC.
(A COMMUNITY FOR PERSONS 55 OR OLDER)

June, 2017

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THIS AMENDED DECLARATION is made effective as of June 8, 2017, by the Owners of real property located in the Greenbriar Estates Subdivision, located in Nampa, Canyon County, Idaho.

**ARTICLE I
RECITALS**

1.1 The original developer and Declarant Asbury Park, LLC is no longer an owner of any of the real property located in the Greenbriar Estates Subdivision (“Greenbriar Subdivision”), more particularly described in Exhibit A, attached hereto and incorporated herein (the “Property”).

1.2 The purpose of this Amended Declaration is to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Property and to replace and restate the Declaration of Covenants, Conditions and Restrictions for Greenbriar Estates Subdivision, recorded on October 4, 2005, as Canyon County instrument number 200563819, by Asbury Park, LLC; and as supplemented on August 9, 2012 as Canyon County instrument number 2012034524 by Asbury Park, LLC. The Restrictions are designed to preserve the Property’s value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

**ARTICLE II
DECLARATION**

2.1 Owners in the Greenbriar Subdivision hereby declare that the Property, including each Single Family Lot and Dwelling Unit and any other parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be for the protection, maintenance, improvement of the Property, and to enhance the value, desirability, and attractiveness of the Property.

**ARTICLE III
DEFINITIONS**

3.1 “Architectural Control Committee” shall mean the committee created by the Association pursuant to Article VII hereof.

3.2 “Articles and Bylaws” shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

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

3.4 “Association” shall mean the Greenbriar Estates Homeowners’ Association, Inc., an Idaho non-profit corporation, and its successors and assigns. The Association has the power

to carry out the duties set forth in this Declaration or any Supplemental Declaration. The Association shall have the power, in its discretion, to maintain the name of the Association as the "Greenbriar Estates Homeowners' Association, Inc.", or any similar name that fairly reflects its purpose.

3.5 "Board" shall mean the Board of Directors (or other governing board or individual if applicable) of/for the Association.

3.6 "Common Area" shall mean all real property (including the Improvements thereto) owned by the Association for the common use and enjoyment of all Owners and Residents as shown on the Subdivision Plats.

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

3.8 "Design Guidelines" shall mean the construction, alteration and landscaping rules approved by the Board of Directors and administered by them, or, an alternative body or person in their stead (e.g., by the Architectural Control Committee") and made applicable to any site Improvements on any Single Family Lot.

3.9 "Dwelling Unit" shall mean single-family, attached and detached residential houses constructed or to be constructed on each Single Family Lot.

3.10 "Greenbriar Estates Subdivision" shall mean the Property. Alternatively, may be titled Greenbriar Subdivision or Greenbriar or Greenbriar Estates.

3.11 "HOPA" shall mean the Housing for Older Persons Act of 1995.

3.12 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to any buildings, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes.

3.13 "Landscape Easements" shall mean any portion of a Single Family Lot located within the landscape easements designated on the Plat or in any Supplemental Declaration.

3.14 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Single Family Lot, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.15 "Member" shall mean and refer to each person or entity holding a membership (including Owners) in the Association.

3.16 "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

3.17 "Owner" shall mean the person or other legal entity holding fee simple title of record to any parcel of real property which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.18 "Perimeter Fence" shall collectively mean the fence and/or retaining walls, which have been constructed along the boundaries of the Property.

3.19 "Person(s)" shall mean any individual, partnership, corporation, or other legal entity.

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

3.21 "Private Street(s)" shall mean all streets within the Property which are and shall be owned and maintained by the Association for the common use and enjoyment of all Owners, Residents and guests of Owners and Residents. The Private Streets are legally described on the attached Exhibit B, which is made a part hereof. As used herein, the definition of Private Streets shall include all Improvements, including, without limitation, the entry gate to S. Greenbrier Road and S. Don Street, all street surfaces, curbs, gutters, sidewalks, if any, drainage facilities, if any, and all appurtenant Improvements located on the Private Streets such as street lights, street signs, and landscaping if any.

3.22 "Property" shall mean that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

3.23 "Regular Assessment(s)" shall mean the portion of the cost of maintaining, improving, designing, constructing, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of the Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or any Supplemental Declaration.

3.24 "Resident" shall mean the Owner or any occupant that resides in any Dwelling Unit within the Property with consent of an Owner.

3.25 "Restrictions" shall mean the basic restrictions, rules, regulations, covenants, limitations, conditions and equitable servitudes that will apply to the Property, and use of any and all portions thereof.

3.26 "Single Family Lot" shall mean any lot designated in the recorded subdivision plats of the Property, with the exception of the Common Area; Private Streets; Storage Unit Lot, Lot 39, Block 1; and the Medical-Professional Lot 49, Block 1.

3.27 "Special Assessment(s)" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments that are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.28 "Storage Unit Lot" shall mean Lot 39, Block 1, which is a privately owned lot containing storage units. The "Storage Units" shall mean the storage units and improvements located on the Storage Unit Lot. The Storage Unit Lot and the Storage Units shall be privately owned and operated. The owner of the Storage Unit Lot will not be a Member in the Association and shall not be required to pay Assessments.

The Storage Units shall only be available for use by Owners of Property and Residents within the Subdivision No. 1 and Subdivision No. 2 as an amenity, not open to the general public. Use of Storage Units by Owners is not mandatory.

3.29 "Subdivision" Subdivision No. 1 shall refer to Greenbriar Estates Subdivision platted in 2005. Subdivision No. 2 shall refer to Greenbriar Estates Subdivision No. 2 platted in 2007.

3.30 "Violation Enforcement Policy" shall mean the Violation Enforcement Policy established by the Association which sets monetary fines for violations and continuing violations of this Declaration. The purpose is to aid in maintaining property values for the benefit of all members of the association.

ARTICLE IV AGE RESTRICTIONS AND HOUSEHOLD VERIFICATION

4.1 Community for Persons 55 or Older. Greenbriar Estates Subdivision is a community designed for Residents 55 years of age or older. Under the Fair Housing Act and Housing for Older Persons Act (HOPA) the community is exempt from prohibitions against familial status discrimination. Therefore the community may legally exclude families with young children. HOPA requires that at least 80% of the Dwelling Units must be occupied by at least one individual fifty-five (55) years of age or older. Notwithstanding the foregoing, the Association may require, in its sole and absolute discretion, that more than 80% of the Dwelling Units be occupied by at least one individual fifty-five (55) years of age or older. Any Dwelling Unit occupant under fifty-five (55) years of age must be at least eighteen (18) years of age. In the event that any Dwelling Unit occupant is no longer qualified by reason of the birth of a child or guardianship of a minor child, such a disqualified occupant shall only be allowed to continue occupancy of the Dwelling Unit for a maximum of one (1) year after the date of birth of the child or guardianship. During this one (1) year period, such Dwelling Unit occupant must exercise the best effort to sell the Single Family Lot and home (Dwelling Unit) thereon.

4.1.1 Verification. All potential Owners and Residents must sign an Affidavit, in form and content acceptable to the Association, acknowledging his/her/their compliance with the age and other restrictions contained in this Declaration and the HOPA, including, without limitation, any and all rules and regulations thereto as amended from time to time. All potential Owners and Residents must be pre-approved by the Association. Any potential

Owner or Resident may be denied the right to purchase or become a Resident if such purchase or residency will violate the age requirements contained in this Declaration and HOPA. HOPA requires verification of compliance every two years, each Owner and Resident agrees to verify through reliable surveys and/or Affidavits, that they are in compliance with the age and other restrictions contained in this Declaration and HOPA. A summary of all Affidavits and surveys collected by the Association pursuant to this Section shall be available for inspection by any person upon reasonable notice and request to the Association.

ARTICLE V GENERAL USES AND RESTRICTIONS

5.1 Lease Cap. Owners are required to notify the Association prior to leasing their Dwelling Unit. The Association must approve all leases prior to any lessor taking possession of any Dwelling Unit. No more than fifteen percent (15%) of all Dwelling Units can be leased at any given time. No lease term shall be for a period of less than six (6) months. Following any initial six (6) month lease period, a lease may then be renewed in six (6) month increments or any longer period of time otherwise agreeable to the lessor and lessee. Owners will not be allowed to lease their Dwelling Units unless at least one lessee/occupant thereof is fifty-five (55) years of age or older and no more than one (1) occupant is under the age of fifty-five (55). All lease agreements must require lessees to comply with this Declaration. The Association may require reasonable proof from any Owner leasing a Dwelling Unit that such leasing activities are in compliance with this Section. In addition, the Association shall have the right to deny any such leasing activities if such activities will be in violation of this Section. The Association may assess a penalty up to two thousand dollars (\$2,000) per month for any breach of the leasing provisions contained herein. This penalty shall be in addition to any other remedies available to the Association for a breach of any provision of this Declaration.

5.2 Single Family Lots. Each Single Family Lot shall be used for single-family attached and detached residential purposes only. No business activity shall be conducted from any Single Family Lot or Common Area within the Property.

5.3 Common Area. The Common Area includes but is not limited to the Perimeter Fence, Private Streets, and other Association amenities defined in the Plats. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Area. Nothing shall be altered or constructed in or removed from any Common Area except upon written consent of the Board and in accordance with procedures required herein and by law. No Common Area can be mortgaged, conveyed or encumbered without the approval of all the Owners. If ingress or egress to any Single Family Lot is through any portion of the Common Area (i.e. Private Streets), any conveyance or encumbrance of said Common Area shall be subject to an easement of the Owners and Residents for the purpose of ingress and egress only. Every Owner and Resident shall have a right and easement of enjoyment in, to and over the Common Area which shall be appurtenant to and shall pass with the title to every Single Family Lot, subject to the following provisions:

5.3.1 Fees. The right of the Association to charge reasonable fees or Assessments for the use of any Common Area and/or a facility constructed upon any Common

Area. Payment arrangements for Owners' use of the Storage Units are to be made between the Owner of the Storage Unit Lot, Lot 39, Block 1, and the Owner.

5.3.2 Use Restriction. Subject to the notice provisions of Idaho Code 30-3-42, the right of the Association to suspend the voting rights and use of any facility by an Owner or Resident for any period during which any Assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations.

5.4 Private Streets Protected and Regulated by Perpetual Access Easement. Lot 1, Block 1 and Lot 100, Block 1, Subdivision No. 2 are a private, gated, street system owned and maintained by the Association. Lot 1, Block 1 and Lot 100, Block 1, Subdivision No. 2 shall also serve as perpetual access easements for all Single Family Lots in Greenbriar Subdivision (as well as serve as public utilities easements). The Private Streets are, and shall be, for the enjoyment and use of Owners, Residents and their guests to access (provide ingress/egress to) their Single Family Lot or Common Area. However, parking on the Private Streets is restricted. Furthermore, the Private Streets shall not be, nor shall they be made to be, or made to serve, as general public access to the Storage Unit Lot. The Board shall have the right to impose rules, regulations and restrictions, as may be necessary to assure the privacy, safety, security and well-being of the Association, the Owners and Residents, provided, however, that such shall not deprive or unreasonably restrict any Owner's or Resident's right to have access to and from the Property.

5.5 Easement Rights Expansion. Nothing herein contained shall prohibit or limit the right of the Association to extend the easement rights herein granted over, along and across the Private Streets to provide for necessary utilities, drainage, irrigation or other services across any portion of the Property for the benefit of the Owners and Residents.

5.6 Exterior Maintenance: Owner's Obligation. No Improvement 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 permits any Improvement, including but not limited to landscaping (including flower beds and related structures), 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 damages property or facilities on or adjoining such Owner's Single Family Lot, the Association, upon fifteen (15) days' prior written notice to the Owner of such Single Family Lot, shall have the right to correct such condition, and to enter upon such Owner's Single Family Lot for the purpose of doing so, 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 as set forth herein. The Owner of the offending Single Family Lot shall be personally liable, and such Owner's Single Family Lot will be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, if any. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

5.7 Nuisances, Garbage Requirements and Home Businesses/Occupations. As determined by the Board, in its reasonable judgment, or in violation of any state or local law or ordinance, the following are prohibited. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Area, Private Street or Single Family Lot. Nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or Residents.

No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly or offensive to the Property or to its Owners or Residents, or to other property in the vicinity or to its Owners or Residents. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Control Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Single Family Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog runs/kennels, equipment, gas canisters, propane gas tanks, containers, lumber, firewood, grass shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. Garbage and recycle containers may be placed on sidewalks or driveways on garbage and recycle collection days, but such containers must be removed no later than 6:00 p.m. that evening. Containers shall not block sidewalks. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property, that are or might be unsafe or hazardous to any person or property.

5.8 No Businesses, Fires, Noises, Obstruction Nuisances. No business or home occupation, no signage, no noise, no exterior fires, no obstructions of pedestrian walkways, no extended parking associated with deliveries, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any State or local law or ordinance.

5.9 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any Person or property as defined by the Association.

5.10 No Mining or Drilling. No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section shall not prohibit exploratory drilling or coring which is necessary to construct Improvements including, without limitation, utility facilities.

5.11 Insurance Rates. Nothing shall be done or kept on the Property and/or any Single Family Lot that will increase the rate of, or cancel any insurance on any other portion of the Property without the approval of the Owner(s) of such other portion, nor shall anything be done or kept on the Property and/or any Single Family Lot that would result in the cancellation of insurance on any portion of the Property owned and/or managed by the Association or which would be in violation of any law.

5.12 Vehicles and Equipment. Private Streets, driveways and all other areas within the Property that are not enclosed are restricted to use for temporary parking of operative motor vehicles of Owners and Residents, guests, invitees, and licensees of Owners and

Residents, provided that such vehicles are parked so as to not interfere with any other Owner's or Resident's right of ingress and egress. For purposes of this Section, "temporary parking" shall mean seventy-two (72) hours or less. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, 5th wheels, motorcycles, 3 and 4 wheelers, any other recreational vehicles and all other items on the Property is prohibited unless parked in garages. Temporary parking of Recreational Vehicles on the Private Streets for loading and unloading by Owners and Residents is limited to seventy-two (72) hours or less. The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, recreational vehicle, camper, trailer, boat, equipment or item improperly parked or stored at the risk and expense of the Owner or Resident thereof in accordance with Section 12.4.2 Violations and Nuisances.

5.13 Animals/Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit and/or Single Family Lot, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats, or, one (1) dog and one (1) cat). All dogs shall be kept in the back yard and/or inside the Dwelling Unit and walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats. Furthermore, pets are not permitted to enter onto another Owner's property. Dogs shall not be permitted to bark for an extended period of time or during nighttime hours in a manner that creates a nuisance for neighboring Dwelling owners.

5.14 No Mobile Homes or Temporary Structures. No house trailer, manufactured home, mobile home, tent, shack, or other temporary out building, shall be placed upon any portion of the Property. The Architectural Control Committee shall approve all structures.

5.15 Signs. No sign of any kind shall be displayed on any Single Family Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than four (4) square feet advertising a Single Family Lot for sale may be installed on any Single Family Lot, but the sign shall be removed within five (5) days following the closing of such sale. Signs shall not be allowed to be placed within common areas unless approved by the Board.

5.16 Mailboxes. To the extent possible, mailboxes for new homes shall match existing mailboxes in color and design. Existing mailboxes shall be maintained in good working order and condition.

5.17 Water Supply Systems (domestic & irrigation) and Sewage Disposal System. Each Single Family Lot in Greenbriar Subdivision has been supplied with access to a potable/domestic water system, a separate pressurized irrigation system, and, a public sewer system.

5.18 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and

other governmental or quasi-governmental regulations with respect to all or any portion of the Single Family Lot.

5.19 Exterior Improvements. No Owner shall install or emplace any substantial item on any Single Family Lot or Dwelling Unit exterior without the approval of the Architectural Control Committee.

5.20 Lawn Maintenance and Snow Removal. The Association shall be responsible for mowing, trimming, fertilizing and spraying for weeds and pesticides for all Single Family Lots. In order for the Association to adequately maintain Single Family Lots, animal waste and other items rendering lawn maintenance difficult to accomplish, must be adequately removed prior to yard maintenance days. If said items are not removed, the Association may have them removed at the Owner's expense or impose a limited assessment(s) in accordance with the Association's Enforcement Policy and Section 8.6 (Limited Assessments). The Association shall also be responsible for maintaining the pressurized irrigation system in the Common Area. However, Owners of Single Family Lots or Dwelling Units within the subdivision shall be responsible for any repairs and/or replacement of their individual irrigation systems. Other than the aforementioned duties, the Association shall have no further duties or obligations associated with the maintenance, repair and/or replacements of their Single Family Lot or Dwelling Unit including, without limitation, replacing dead trees and vegetation and maintaining weed free flower and planter beds. The Association shall also be responsible for reasonable snow removal on the Common Area, including the Private Streets as determined by the Board. All Owners must cooperate with the Association in order for the Association to complete these duties.

5.21 Basketball Hoops. Basketball hoops are, and shall be, prohibited.

5.22 Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Control Committee. All fences shall be white vinyl and no more than five (5) feet tall. All fences must have a four (4) foot wide gate for rear yard maintenance access. This gate must remain unlocked on yard maintenance days.

5.23 Satellite Dishes and Antennas. Satellite dishes and/or antennas shall be placed on the back side of all Dwelling Units and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

5.24 Garages. Main garage vehicle doors shall remain closed at all times with the exception of when they are in active use.

ARTICLE VI GREENBRIAR ESTATES HOMEOWNERS' ASSOCIATION

6.1 Organization of Greenbriar Estates Homeowners' Association. Greenbriar Estates Homeowners' Association (the "Association") was initially organized as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and was, and still is, charged with the duties, and invested with the powers, prescribed by law and set forth in this Declaration. The Articles and the Bylaws may be amended or otherwise changed or interpreted as needed so as to not be rendered inconsistent

with this Declaration or with any Supplemental Declaration which Owners might adopt pertaining to the subdivision.

6.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. No Owner shall have more than one membership in the Association per Single Family Lot. Membership in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title.

6.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Single Family Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Single Family Lots which the Member owns.

6.3.1 Fractional Votes. Fractional votes shall not be allowed.

6.3.2 Class of Members. For voting purposes, the Association shall have one (1) class of Member which shall be entitled to cast one (1) vote for each Single Family Lot owned on the day of the vote. The Board may in its sole discretion enact a policy to prevent an Owner who is delinquent in their payment of Association assessments or in violation of the Association's rules from voting.

6.4 Power and Duties of the Association.

6.4.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws including without limitation:

6.4.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments in accordance with the provisions of this Declaration.

6.4.1.2 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 who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

6.4.1.3 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 to manage the affairs of the Association to the extent deemed advisable by the Board including to provide legal and/or accounting services, as well as to contract for the maintenance, repair, replacement, and operation of the Common Area.

6.4.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable to govern the use of Private Streets and the use of the Common Area, including, but not limited to, Common Area Improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers. All Association Rules shall apply equally to all Owners and shall be consistent with this Declaration and the Articles and Bylaws. A copy of the Association Rules as they may be adopted, amended, or repealed shall be delivered, by mail or otherwise, to each Owner. Upon delivery the Association Rules shall have the same force and effect as if they were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration or the Articles and Bylaws, the Association Rules shall be superseded by the provisions of this Declaration and the Articles and Bylaws.

6.4.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property 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 the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

6.4.1.6 Licenses, Easement, 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 each or any of the following: underground lines, cables, wire, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

6.4.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

6.4.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and landscape easement areas, including the repair and replacement of property damaged or destroyed by casualty loss. Such properties may include those lands intended for open space uses. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision. The Association shall establish rules and regulations regarding the Owner's use of the Common Area.

6.4.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company

authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs or repair, replacement, maintenance and improvement of the Common Area, and enforcement of the terms of the Conservation Agreement as defined below.

6.4.2.3 Taxes and Assessments. Pay all real property taxes and Assessments separately levied against the Common Area or against the Subdivision, the Association, and/or any other property owned by the Association. In addition, the Association shall pay any other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax-exempt corporation.

6.4.2.4 Utilities. Acquire, provide, and/or pay for water (irrigation), electrical, telephone, and other necessary services, for the Common Area.

6.4.2.5 Insurances. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance: Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area and Private Streets; Common Area general liability insurance insuring the Association against any liability incident to the ownership, management, maintenance and/or use of the Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000.00) per occurrence with respect to property damage or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances after taking into account inflation occurring after the execution of this Declaration; Full coverage directors' and officers' liability Insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000.00); Such other insurance, including property damage coverage , motor vehicles insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

6.4.2.6 Insurance Premiums. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association. Each Owner shall be responsible for his or her own insurance for their Single Family Lot, Dwelling Unit and personal property.

6.4.2.7 Private Streets, Signs, and Lights. Maintain, repair, or replace the private streets (as noted on the Plats), private street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Nampa consents to such waiver.

6.5 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice of member meetings shall be sent by mail not less than ten (10) days and not more than thirty (30) days before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person, or by proxy, of at least twenty percent (20%) of the total votes of all Members shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting. A second meeting may be called as the result of such an adjournment at a time not less than ten (10) days and not more than thirty (30) days from the date of the original meeting, provided notice is given at the initial meeting. The quorum requirement at a second meeting will drop to ten percent (10%).

ARTICLE VII AUTHORITY OF THE BOARD OF DIRECTORS

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

7.2 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules, including an Enforcement Policy or Design Guidelines as the Board shall deem advisable.

7.3 Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, subject to the provisions of this Declaration.

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

7.5 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's Articles of Incorporation or Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term, or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board.

7.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association,

the Board, the manager, if any, or any other representative or employee of the Association, or the Architectural Control Committee, or any other committee, or any owner of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

7.8 Non-budgeted Expenditures. The Board shall not make any non-budgeted expenditures in excess of five thousand dollars (\$5,000) without the approval by vote of two-thirds (2/3) of the Members at a meeting called for such purpose, except in an emergency threatening the security of any improvement on the Property.

ARTICLE VIII ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

8.1.1 Assessments on Lots 101 through 117. The assessments on Single Family Lots 100 through 117 shall commence on the day following the date when a Building Permit is issued for construction of improvements on the lot.

8.2 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made and shall be binding upon, inure to and be assigned to successors in interest and purchasers of the self-same land.

8.3 Regular Assessments. All Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

8.3.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such

Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "expenses").

8.3.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis.

8.3.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Board may, at its sole discretion, modify the regular assessment at any time. In addition to regular assessments, the following may be required:

8.4 Initial Assessment. An initial assessment "setup fee" as determined by the Board shall be collected at the time of the lot closing and subsequent lot closings shall include a transfer fee as determined by the Board.

8.5 Special Assessments.

8.5.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, and for any other reason, the Board thereof shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment against the portions of the Property within its jurisdiction. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Special assessments shall be approved by vote of two-thirds (2/3) of the Members at a meeting called for such purpose.

8.5.2 Consistent Basis of the Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

8.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member for bringing the Member and/or such Member's Single Family Lot or restricted Common Area into compliance with the provisions of the governing instruments for the Association.

8.7 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Single Family Lot for all Members of the Association.

8.8 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs.

8.9 Notice and Assessment Due Date. The due dates for the payment of Regular Assessments and Special Assessments shall be the first day of January, the first day of April, the first day of July and the first day of October, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within thirty (30) days after the levy thereof. Each payment which is delinquent for more than thirty (30) days may accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Single Family Lot as more fully, provided herein. Each such Assessment, together with late charge(s), interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. No Owner shall be exempt from such obligation by a waiver of the use and enjoyment of Common Area or by lease or abandonment of such Owner's Single Family Lot.

ARTICLE IX ENFORCEMENT OF ASSESSMENT; LIENS

9.1 Right to Enforce. The Association has the right to collect and enforce its Regular, Special and Limited Assessments pursuant to the provisions hereof. Each Owner of a Single Family Lot, upon becoming an Owner of such Single Family Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event the Association's manager, an attorney or attorneys or other collection efforts are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable collection fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power to foreclosure and sell to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

9.2.1 Creation. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Single Family Lot upon recordation of a claim of lien with the Canyon County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Single Family Lot and Assessments on any Single Family Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Canyon County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording

such notice), a sufficient description of the Single Family Lot against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

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

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

9.5 Subordination of Lien to Mortgages and to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Single Family Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Single Family Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 9.6 with respect to a first mortgagee who acquires title to Single Family Lot, the sale or transfer of any Single Family Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

ARTICLE X ARCHITECTURAL CONTROL

10.1 Architectural Control. No building, fence, other structure, or exterior improvement of any kind or nature shall be erected or placed on the Property, nor shall the exterior of any Dwelling Unit be changed or altered by an Owner until the construction or change has been reviewed and approved in advance by the Architectural Control Committee. All construction and changes shall be in accordance with the Association Design Guidelines.

10.2 Architectural Control Committee. The Board is authorized to appoint an Architectural Control Committee consisting of a minimum of three (3) Association Members to review all Owners requests for new construction, additions, renovations, and exterior changes to Owners Dwelling Units or landscaping. The Architectural Control Committee shall perform other duties as assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Control Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Control Committee review and approval. The Board shall have the power to hire an Architectural professional (e.g., an Idaho licensed architect) to assist the Architectural Control Committee in its review of proposals or plans and specifications submitted to the Architectural Control Committee. The Architectural professional may be allowed by the Board to approve proposals for new construction.

10.3 Right of Appointment. The Board shall have the right to appoint and remove all members of the Architectural Control Committee. If a vacancy on the Architectural Control Committee occurs, the Board may appoint an acting member to serve on the Architectural Control Committee until a permanent replacement has been appointed.

10.4 Review of Proposed Construction. The Architectural Control Committee shall review any and all proposals or construction plans and specifications submitted pursuant to this Declaration.

10.5 Construction Plans. The Architectural Control Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. The Committee may require submission of additional plans and specifications or other information before approving or disapproving material submitted. Until receipt of such details, the Architectural Control Committee may postpone review of any plan submitted for approval.

10.6 Approvals. The Architectural Control Committee shall approve or disapprove in writing all proposals or construction plans and specifications submitted to it within thirty (30) days after all required submittals are received. Proposals shall be deemed to be in accordance with the established Design Guidelines before approval. The Architectural Control Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate. Architectural Control Committee approval does not indicate government agency approval. All construction and improvements shall comply with all applicable

government codes and ordinances. All Architectural professional approvals of proposals for new construction shall be reviewed by the Architectural Control Committee.

10.7 Architectural Control Committee Rules and Fees. The Architectural Control Committee may establish rules and/or guidelines setting forth procedures for and the required content of the applications, proposals, and construction plans submitted for approval. Such rules may require a fee to accompany each application for approvals.

10.8 No Waiver of Future Approvals. The approval of the Architectural Control Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter required the approval and consent of the Architectural Control 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.

10.9 Non-Liability of Architectural Committee Members. Neither the Architectural Control Committee nor any member thereof, nor its duly authorized Architectural Committee representative, nor the managing agent, 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 Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee.

10.10 Variances. Any and all variance requests pertaining to the architectural standards of the Association as defined in this Declaration or as stated in the Design Guidelines shall be required to be approved by the Board of Directors of the Association.

ARTICLE XI EASEMENTS

11.1 Easements. The Association and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon any portion of the Property for purposes of performing repairs, maintenance and care of the Property as provided herein or for otherwise discharging the responsibilities and duties of the Board as provided in this Declaration.

ARTICLE XII GENERAL PROVISIONS

12.1 Term. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2038, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least two-thirds (2/3) of the voting power of the Association and such written instrument is recorded with the Canyon County Recorder.

12.2 Amendment(s).

12.2.1 By Owners. Any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than two-thirds (2/3) of the votes in the Association, and such amendment shall be effective upon its recordation with the Canyon County Recorder.

12.2.2 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

12.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Single Family Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Single Family Lots shall remain subject to this Declaration, as amended.

12.4 Enforcement and Non-Waiver.

12.4.1 Enforcement. Each Owner, lessee, Licensee, guest, residents, and occupant of a Dwelling Unit shall comply with the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association. Failure to comply shall be grounds for enforcement action.

12.4.2 Violations and Nuisances. The failure of any Owner of a Single Family Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action by the Association for negative or affirmative injunctive relief or both. The Association may follow the steps outlined in the CC&R Violation Enforcement Policy which sets a series of monetary fines which shall also be considered a Limited Assessment and which shall also create a lien enforceable in the same manner as other Assessments as set forth herein.

12.4.2.1 A majority vote by the Board shall be required prior to imposing any fine to a Member for a violation of any Covenants and Restrictions pursuant to the rules and regulations of the Homeowners Association.

12.4.2.2 Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Member at least thirty (30) days prior to the meeting.

12.4.2.3 In the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Member continues to address the violation in good faith until finally resolved.

12.4.2.4 No portion of any fine may be used to increase the remuneration of any Board member.

12.4.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.5 Damages. All damages to Private Streets, Perimeter Fences, and Common Areas caused by an Owner, or persons acting on the Owner behalf, shall be repaired at the Owners expense.

12.6 Successors and Assigns. All references herein to Owners, any Association, or person shall be construed to include all successors, assigns, heirs, partners, and authorized agents of such Owner(s), Association, or person(s).

STATE OF IDAHO)
) ss.
County of Canyon)

On this 8th day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Gordon Winter, known or identified to me to be the President of Greenbriar Estates Homeowners' Association, the person who subscribed said Association's name to the foregoing instrument, and acknowledged to me that he executed the same and that the required percentage of approval by homeowners, was given.

Gordon Winter Gordon Winter

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

Kaylee Rehn
Notary Public for Idaho
Residing at Dampa
My commission expires: 3-23-23

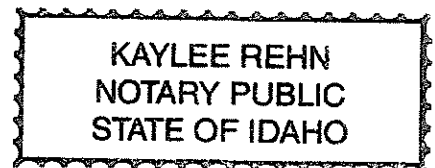


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

1. All lots, 1 through 99, Block 1 of the final Plat of Greenbriar Estates Subdivision (Greenbriar Estates Subdivision No. 1) (copy hereafter attached as Exhibits A-2 and A-3) according to the official plat thereof, filed in Book 36 of Plats at Page 36, Official Records of Canyon County, *excepting* Lot 49 of Block 1 of said subdivision: and

2. All lots, 100 through 117, Block 1, of the final Plat of the Greenbriar Estates Subdivision No. 2, (copy hereafter attached as Exhibit A-4) according to the official plat thereof, filed in Book 41 of Plats at Page 2, Official Records of Canyon County.

Attachments:

1. Exhibits A-2 and A-3: Copies of the final Plat showing Greenbriar Estates Subdivision, filed in Book 36 of Plats at Page 36, Official Records of Canyon County

2. Exhibit A-4: Copy of the final Plat showing Greenbriar Estates Subdivision no. 2, filed in Book 41 of Plats at Page 2, Official Records of Canyon County.

GREENBRIAR ESTATES SUBDIVISION

PLAT SHOWING
 LOCATED IN A PORTION OF THE SW 1/4, OF THE SE 1/4, SECTION 4
 T.2N., R.2W., B.M. CANYON COUNTY, IDAHO
 2005

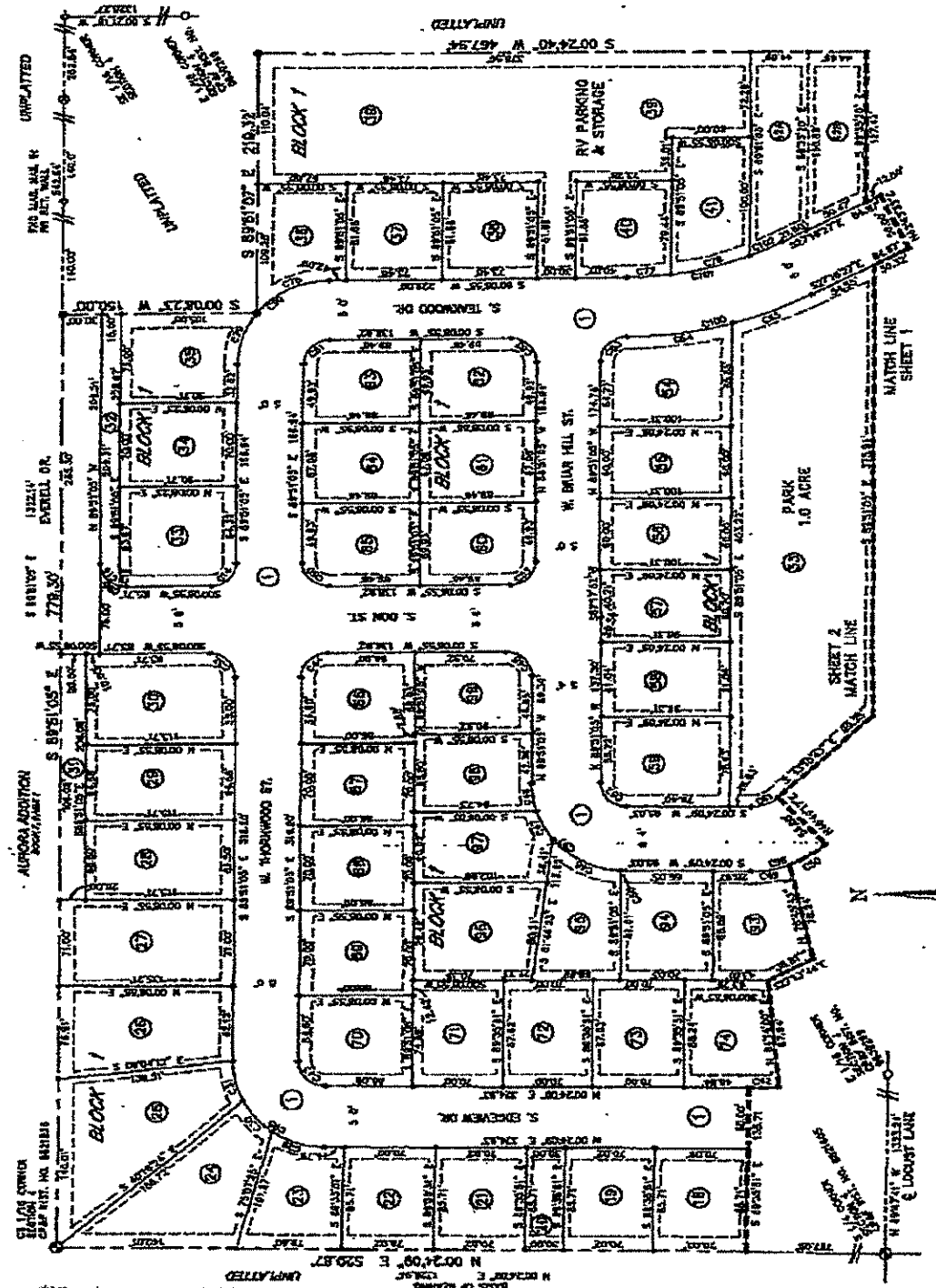
NOTES

1. ALL LOT LINES EXCEPT TO LOT 1, BLOCK 1, SHALL HAVE A 5' WIDE PAINT OR CONCRETE STRIP, SUFFICIENT TO MAINTAIN EXISTING CURBS, DRIVEWAYS, OR SIDEWALKS UNLESS OTHERWISE SHOWN.
2. EASEMENS USE OF HIGHWAYS AND OTHER PUBLIC UTILITIES SHALL BE IN ACCORDANCE WITH THE IDAHO PUBLIC UTILITIES ACT AND RELATED LEGISLATION UNLESS OTHERWISE SHOWN.
3. EACH SIDE OF NEAR LOT BOUNDARIES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN.
4. THE EXTERIOR SUBDIVISION BOUNDARY HAS A THREE (3) FOOT WIDE PAINT OR CONCRETE STRIP, SUFFICIENT TO MAINTAIN EXISTING CURBS, DRIVEWAYS, OR SIDEWALKS UNLESS OTHERWISE SHOWN.
5. THE SUBDIVISION IS SUBJECT TO COVENANTS WITH RESPECT TO THE USE OF THE SUBDIVISION AND THE UTILITIES SHOWN THEREON.
6. THE SUBDIVISION IS SUBJECT TO COVENANTS WITH RESPECT TO THE USE OF THE SUBDIVISION AND THE UTILITIES SHOWN THEREON.
7. THE SUBDIVISION IS SUBJECT TO COVENANTS WITH RESPECT TO THE USE OF THE SUBDIVISION AND THE UTILITIES SHOWN THEREON.
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9. THE SUBDIVISION IS SUBJECT TO COVENANTS WITH RESPECT TO THE USE OF THE SUBDIVISION AND THE UTILITIES SHOWN THEREON.

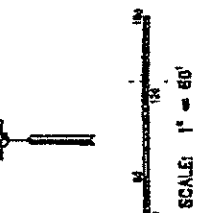
10. ALL LOTS IN THE SUBDIVISION ARE SEPARATED AS INDICATED ON THE SUBDIVISION MAP.
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20. ALL LOTS IN THE SUBDIVISION ARE SEPARATED AS INDICATED ON THE SUBDIVISION MAP.

CURVE DATA

| Station | PC | PVI | PT | Curve Length | Radius | Central Angle | Area |
|---------|----|-----|----|--------------|--------|---------------|------|
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 |
| 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |

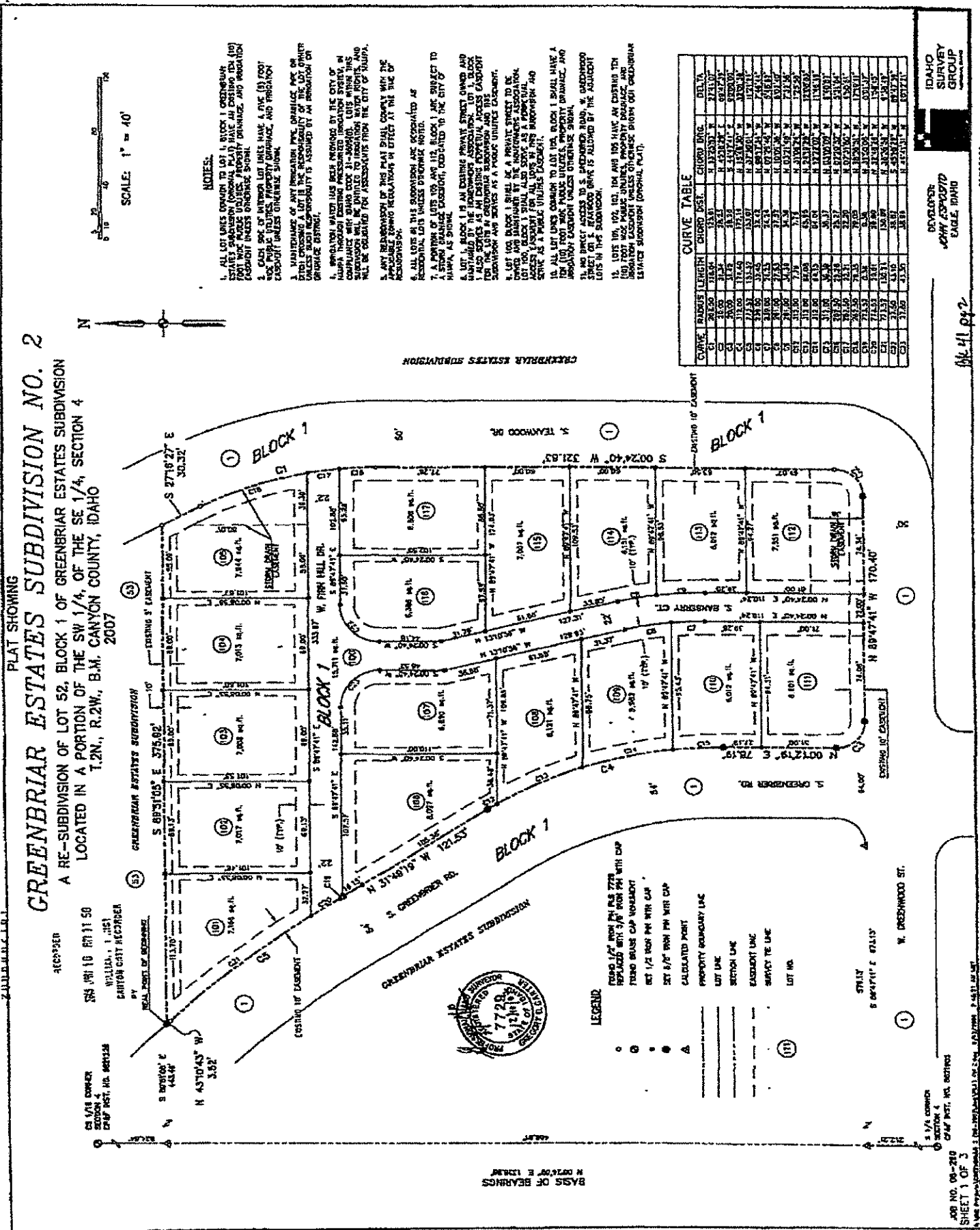


- LEGEND**
- PROPERTY BOUNDARY LINE
 - LOT LINE
 - PARK DRIVE 4' WIDE PAV
 - SIDEWALK
 - DRIVEWAY
 - EASEMENT LINE
 - MATCH LINE

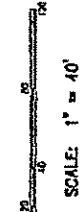


JOB NO. 04-278
 SHEET 2 OF 3

ISG
 IDAHO SURVEY GROUP
 DEVELOPER: AMY EXPASITO
 Eagle, Idaho



GREENBRIAR ESTATES SUBDIVISION NO. 2
 A RE-SUBDIVISION OF LOT 52, BLOCK 1 OF GREENBRIAR ESTATES SUBDIVISION
 LOCATED IN A PORTION OF THE SW 1/4, OF THE SE 1/4, SECTION 4
 T.2N., R.2W., B.M. CANYON COUNTY, IDAHO
 1984 APR 10 PM 11 50
 RECORDED
 WILLIAM J. JONES
 BY
 CANTON CITY RECORDER
 REAL BOOK OF RECORDS



- NOTES:**
1. ALL LOT LINES EXCEPT LOT 101, BLOCK 1, GREENBRIAR ESTATES SUBDIVISION (ORIGINAL PLAT) SHALL BE CONSIDERED AS PUBLIC UTILITIES, PROPERTY DRAINAGE, AND PROVISION CASSETT UNLESS OTHERWISE SHOWN.
 2. EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES PROPERTY DRAINAGE, AND PROVISION CASSETT UNLESS OTHERWISE SHOWN.
 3. MAINTENANCE OF ANY REMAINDER PINE OR SPRUCE TREES LOCATED ON A LOT IS THE RESPONSIBILITY OF THE LOT OWNER OR OWNER'S SUCCESSOR. IT IS ASSUMED BY THE SUBDIVISION OR ORIGINAL DONOR.
 4. PROVISIONS WHICH USE THE WORDS "SHALL" OR "SHOULD" SHALL BE CONSIDERED AS MANDATORY UNLESS OTHERWISE SPECIFIED. IN COMPLIANCE WITH IDAHO CODE 31-3004(A), LOTS WITHIN THIS SUBDIVISION WILL BE DIVIDED TO REMAINDER WATER RIGHTS, AND SUCH DIVISIONS WILL BE EFFECTIVE FROM THE DATE OF THIS PLAT. ANY REMAINDER OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RECORDATION.
 5. ALL LOTS IN THIS SUBDIVISION ARE DEEMED AS RESIDENTIAL LOTS UNLESS OTHERWISE NOTED.
 6. A PORTION OF LOTS 105 AND 112, BLOCK 1 ARE SUBJECT TO A PUBLIC UTILITY EASEMENT, LOCATED TO THE CITY OF IDAHO.
 7. BLOCK 1 IS AN EXISTING PRIVATE STREET CHANGING AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. LOT 1, BLOCK 1 ALSO SERVES AS AN EXISTING PROPERTY ACCESS EASEMENT FOR THE LOTS IN GREENBRIAR ESTATES SUBDIVISION AND THIS SUBDIVISION AND SERVES AS A PUBLIC UTILITY EASEMENT.
 8. LOT 104, BLOCK 1 SHALL BE A PRIVATE STREET TO BE CONSIDERED AS A PUBLIC UTILITY EASEMENT FOR ALL LOTS IN THIS SUBDIVISION AND THIS SUBDIVISION AS A PUBLIC UTILITY EASEMENT.
 9. ALL LOT LINES EXCEPT TO LOT 104, BLOCK 1 SHALL HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES PROPERTY DRAINAGE, AND PROVISION CASSETT UNLESS OTHERWISE SHOWN.
 10. ALL LOTS IN THIS SUBDIVISION SHALL BE CONSIDERED AS RESIDENTIAL LOTS UNLESS OTHERWISE NOTED.
 11. THE CITY OF IDAHO HAS A PUBLIC UTILITY EASEMENT OVER THE STREET ON S. CEDARWOOD DRIVE IN GREENBRIAR ESTATES SUBDIVISION (ORIGINAL PLAT).
 12. LOTS 101, 102, 104 AND 105 HAVE AN EXISTING TEN (10) FOOT WIDE PUBLIC UTILITY PROPERTY DRAINAGE, AND PROVISION CASSETT UNLESS OTHERWISE SHOWN ON GREENBRIAR ESTATES SUBDIVISION (ORIGINAL PLAT).

CURVE TABLE

| CURVE | RADIUS LENGTH | CHORD DIST. | CHORD BEG. | DELTA |
|-------|---------------|-------------|----------------|-----------|
| C1 | 215.00 | 154.00 | N 33°25'31" E | 21°11'07" |
| C2 | 215.00 | 154.00 | N 42°28'21" E | 21°11'07" |
| C3 | 215.00 | 154.00 | N 51°33'11" E | 21°11'07" |
| C4 | 215.00 | 154.00 | N 60°38'01" E | 21°11'07" |
| C5 | 215.00 | 154.00 | N 69°42'51" E | 21°11'07" |
| C6 | 215.00 | 154.00 | N 78°47'41" E | 21°11'07" |
| C7 | 215.00 | 154.00 | N 87°52'31" E | 21°11'07" |
| C8 | 215.00 | 154.00 | N 96°57'21" E | 21°11'07" |
| C9 | 215.00 | 154.00 | N 106°02'11" E | 21°11'07" |
| C10 | 215.00 | 154.00 | N 115°07'01" E | 21°11'07" |
| C11 | 215.00 | 154.00 | N 124°11'51" E | 21°11'07" |
| C12 | 215.00 | 154.00 | N 133°16'41" E | 21°11'07" |
| C13 | 215.00 | 154.00 | N 142°21'31" E | 21°11'07" |
| C14 | 215.00 | 154.00 | N 151°26'21" E | 21°11'07" |
| C15 | 215.00 | 154.00 | N 160°31'11" E | 21°11'07" |
| C16 | 215.00 | 154.00 | N 169°36'01" E | 21°11'07" |
| C17 | 215.00 | 154.00 | N 178°40'51" E | 21°11'07" |
| C18 | 215.00 | 154.00 | N 187°45'41" E | 21°11'07" |
| C19 | 215.00 | 154.00 | N 196°50'31" E | 21°11'07" |
| C20 | 215.00 | 154.00 | N 205°55'21" E | 21°11'07" |
| C21 | 215.00 | 154.00 | N 215°00'11" E | 21°11'07" |
| C22 | 215.00 | 154.00 | N 224°05'01" E | 21°11'07" |
| C23 | 215.00 | 154.00 | N 233°09'51" E | 21°11'07" |
| C24 | 215.00 | 154.00 | N 242°14'41" E | 21°11'07" |
| C25 | 215.00 | 154.00 | N 251°19'31" E | 21°11'07" |
| C26 | 215.00 | 154.00 | N 260°24'21" E | 21°11'07" |
| C27 | 215.00 | 154.00 | N 269°29'11" E | 21°11'07" |
| C28 | 215.00 | 154.00 | N 278°34'01" E | 21°11'07" |
| C29 | 215.00 | 154.00 | N 287°38'91" E | 21°11'07" |
| C30 | 215.00 | 154.00 | N 296°43'81" E | 21°11'07" |
| C31 | 215.00 | 154.00 | N 305°48'71" E | 21°11'07" |
| C32 | 215.00 | 154.00 | N 314°53'61" E | 21°11'07" |
| C33 | 215.00 | 154.00 | N 323°58'51" E | 21°11'07" |

GREENBRIAR ESTATES SUBDIVISION

- LEGEND**
- 1/4" IRON PIN IN THE 779
 - 1/2" IRON BRASS CAP W/ALUMINUM
 - 1/2" IRON PIN W/IR CAP
 - 3/4" IRON PIN W/IR CAP
 - ▲ CALCULATED POINT
 - PROPERTY BOUNDARY LINE
 - LOT LINE
 - SECTION LINE
 - EASEMENT LINE
 - SERVICE TIE LINE
 - LOT NO.



IDAHO SURVEY GROUP
 REGISTERED PROFESSIONAL SURVEYORS

DRAWN BY: JCH/ES/97/D
 SCALE: 1"=40'

EXHIBIT B

LEGAL DESCRIPTION OF PRIVATE STREETS

1. Lot 1 of Block 1 of the Greenbriar Estates Subdivision, according to the official plat thereof, filed in Book 36 of Plats at Page 36, Official Records of Canyon County.

2. Lot 100 of Block 1, of the Greenbriar Estates Subdivision No. 2, according to the official plat thereof, filed in Book 41 of Plats at Page 2, Official Records of Canyon County.