

# **CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

## **BOARD OF DIRECTORS**

### **POLICIES & RULES**

#### **I. Building Restrictions Applicable to each Lot**

Section 1.1 Applicability. The provisions of this Policy shall apply to all Lots.

Section 1.2 Land Use and Building Type. No Lot shall be used except for residential purposes, and no Lot shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family residential dwelling.

Section 1.3 Improvements. No Lot shall be improved except with a dwelling or residential structure designated to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incident to a single-family residence. The construction of separate principal buildings on any Lot is prohibited.

Section 1.4 Dwelling Structures. No dwelling or residential structure or complex shall be constructed on any Lot without approval of the Architectural Committee of design, specifications, outside color, etc.

Section 1.5 Outbuildings. No house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any Lot or on any portion of the Common Area except as approved by the Association Board.

Section 1.6 Design and Colors. No dwelling, fence, building, patio cover, garage or other structure shall be built, erected, placed, materially altered or materially repaired which shall alter the surface colors or texture of any unit or portion thereof unless and until plans, specifications and the color scheme have been approved in writing, conditionally or otherwise, by the Architectural Committee. The Architectural Committee may provide a color board of approved colors for exterior surfaces and finishes. For initial construction of residences, the Architectural Committee may also provide a color board of approved colors for interior surfaces and finishes. No Owner shall alter the exterior of any unit nor construct any additions or other exterior structures without the prior written approval of the Committee.

Section 1.7 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 1.8 Water. Domestic water for use inside any residence shall be furnished by Meridian Water or its successors and only the Association may drill or excavate a well to obtain water for outside use.

Section 1.9 Plumbing. All bathroom, sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with a sewage disposal system designed for the whole area and located and approved by the Central District Health Department and the City of Meridian.

Section 1.10 Landscaping. Each Lot upon which said dwelling unit is located shall have landscaping in the front, side and rear yard consistent with the plat and development scheme, and (list any current landscaping requirements). The lawn and landscaping upon each Lot shall be maintained in a watered, trimmed, clean and orderly condition, so as not to present an offensive and detracting appearance.

Section 1.11 Fencing. No fencing shall be permitted in the front yard of any Lot. All fencing shall only be permitted if there is approval of the Board or appropriate Board appointed Committee.

Section 1.12 Manufactured Housing. All structures must be constructed on-site and no manufactured housing nor similar structures which are entirely or partially constructed, fabricated, or manufactured off-site shall be allowed.

Section 1.13 Garages and Parking Rights. All homes are constructed with no larger than a two (2) car garage. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) spaces, together with the right of ingress and egress in and upon said parking area. Temporary (72 hours or less) parking of recreational vehicles, boats, campers or other vehicles will be allowed so long as such vehicles are parked directly in front of the garage door of each unit or some other location designated by the Association. Permanent parking of recreational vehicles, non-operable vehicles, boats, campers, trailers, and similar vehicles shall be prohibited within the Property. All unenclosed parking areas within the subdivision, including all paved areas within the subdivision, are restricted to use for temporary parking by guests, invitees, service people, and other such individuals requiring temporary parking. "Temporary parking" shall mean the parking of operative motor vehicles for no more than seventy-two (72) hours per week. Residents are expressly forbidden from using such temporary parking areas on a routine basis. Boats, motor homes, motorcycles, skidoos, trailers and other such recreation vehicles or equipment shall not be parked in the subdivision except within the enclosed garage and shall not extend beyond the garage doors. Garage doors shall be kept closed except when allowing for ingress, egress, loading or unloading. No vehicle or recreational vehicle shall interfere with the ingress or egress of another owner.

Section 1.13 Type of Building. All buildings shall be of identical design as existing homes and a color to be approved by the Architectural Control Committee.

Section 1.14 Architectural Control. No improvements which will be visible above-ground or which will ultimately affect the visibility of any above-ground improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on the Property, unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: Design and style elements, mass and form, topography, setbacks, finish ground elevations, architectural symmetry, drainage, exterior, color and materials, physical or aesthetic impacts on other properties, artistic conformity to the terrain and the other improvements on the Property which the Architectural Committee, in their reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size restrictions.

Section 1.15 Sight Distance at Intersections. All fences, trees, berms or vegetative ground covers within the clear vision triangle, as defined by the City of Meridian Code, both at controlled and uncontrolled intersections within the subdivision, shall be planted and maintained in compliance with the standards established by the city of Meridian and any other applicable governmental agencies.

Section 1.16 Exterior Lighting. The placement of exterior lighting on residences and other buildings upon any Lot shall conform to the provisions of this Section and shall not be placed nor utilized in any manner which creates a nuisance to the other residences in the neighborhood.

1.17 Front and Rear Portions of Buildings. Security lighting, including without limitation, flood and area lighting, may only be placed upon the front and rear portions of any residence or other building upon a Lot and shall not be aimed onto adjoining properties nor place in any manner whereby light may be directly or indirectly emitted or shine upon any portion of neighboring properties. All exterior security lighting shall be equipped with motion detector on and off switching.

1.18 Side Portions of Buildings. No security lighting shall be placed upon either side of any residence or building. The only exterior lighting allowed on the side of any residence or building shall be porch lamps attached to the building adjacent to an exterior door or entrance which utilize a light source emitting no more than 500 lumens (40 watt incandescent, 8-10 CFL, 9 LED, or equivalent).

1.19 Exceptions. All buildings and structures upon the common areas and street lighting shall be excepted from the requirements of this section.

## **II. Other Restrictions Applicable to each Lot**

Section 2.1 Motorhomes and Recreational Vehicles. Parking of boats, snow mobiles (on or off trailers) motorhomes, motorcycles nor any recreational vehicle and like equipment, shall not be allowed on any part of said property nor on any public ways adjacent thereto, except only in the confines of an enclosed garage, and no portion of the same may project beyond the enclosed area.

Section 2.2 Commercial Vehicles. No working or commercial vehicles or trailers, shall regularly or as a matter of practice be parked on any Lot, Common Area or street within or adjacent to the Property except a night or weekend (for those driving a smaller work vehicle home after work).

Section 2.3 Storage: Refuse. No machinery, appliance or structure or unsightly material may be stored upon any Lot or Common Area nor shall trash, garbage, ashes or other refuse be thrown, dumped, burned or otherwise disposed of upon any Lot or Common Area. Each Owner, at his own expense, shall be responsible for disposal of his own trash, garbage, ashes and other refuse and each Owner shall be required to store the same in cans or garbage disposal facilities out of public sight. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No rubbish, garbage, trash or other waste shall be kept or maintained on any part of a Lot except in a sanitary container. All containers or equipment shall be kept in a clean and sanitary condition.

Section 2.4 Mailboxes. A community mailbox is provided by CCHOA and required by the U.S. Postal Service.

Section 2.5 Signs. No signs or billboards of any kind or for any use shall be erected, painted or displayed upon any Lot or Common Area except by the Calder Canyon HOA who reserves the right to display HOA information signage and signage by an authorized agent who is selling homes. Any signs which are permitted under the foregoing restrictions shall be erected or maintained only with prior approval of the

appropriate Board appointed Committee, which approval shall be given only if such signs shall be of attractive design and in keeping with the total aesthetic theme of the Property and shall be as small in size as is reasonably possible and shall be placed or located as directed or approved by the Committee.

Section 2.6 Animals. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any Lot, except up to a total of two (2) dogs and/or two (2) cats, which may be kept inside the residence provided that they are not kept, bred or maintained for any commercial purpose.

2.6.1. All dogs shall be 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 immediately picking up and properly disposing of all organic waste of their domestic dogs and cats whether that waste is deposited by the animal on common areas or individual lots. At no time shall an owner allow pet waste to create a nuisance or unpleasant condition to other owners.

2.6.2. The Board may at any time require the removal of any animal, including domestic dogs and cats, if in the Board's sole determination, the animal is creating unreasonable noise or otherwise disturbing other owners unreasonably, or if the owner does not regularly and immediately clean up the pet's organic waste. It may exercise this authority for specific animals even though other animals are permitted to remain.

Section 2.7 Nuisances. No noxious or offensive activity, including without limitations, those creating an offensive odor, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 2.8 Hazardous Activities. No activity shall be conducted on or in any unit, Lot or Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said property; no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit while attended and in use for cooking purposes, or within a safe and well-designed interior and/or exterior fireplace.

Section 2.9 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Control Committee. "Screened" is defined as being concealed or made non-visible from eye level, at grade, at all points within the property. Garage doors shall not be left open for unreasonable lengths of time.

Section 2.10 Basketball Backboards and Rims. No basketball backboards or basketball rims, with or without nets attached, shall be affixed or installed.

### **III. Easements, Rights and Owner Responsibilities.**

Section 3.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as

between adjacent Lots due to the unwilful placement or settling or shifting of improvements thereon, including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. In the event a party wall exists or is constructed not directly upon a Lot line, the Owner of an encroaching unit is hereby granted an exclusive easement of encroachment upon the adjacent Lot by a width equal to the distance the party wall extends beyond the Lot line, and by a length equal to the full length of the Lot. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of improvements; provided however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 3.1.

Section 3.2 Easements of Access. All of the Common Area is reserved for use as access, ingress and egress easements for all Lots. Each Owner shall have a perpetual and non-forfeitable easement for the right of ingress and egress over and across the Common Area, which perpetual easement shall run with the land. If access, ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to the Owner's easement granted by this Section 3.2.

Section 3.3 Drainage and Utility Easements. A ten foot (10') public utility, drainage, irrigation and City of Meridian street light easement is reserved adjacent to public rights-of-way within the Property. A blanket public utility, drainage and irrigation easement is reserved upon all of the Common Area.

Section 3.4 Improvement of Ada County Highway District Drainage and Utility Easements. The Owners of Lots are hereby restricted and enjoined from constructing any improvements upon any drainage or utility easement areas as shown on the plat of the Property or otherwise designated herein or in any recorded document which would interfere with or prevent the easement from being used for such purpose.

Section 3.5 General Easement for Maintenance of Fences and Landscaping. An easement is hereby reserved to the Association, its contracts and agents, to enter those portions of Lots for the purpose of installing, maintaining, replacing and restoring any Association-owned or-controlled fences and landscaping. Such activity shall include, by way of illustration and not of limitation, fence maintenance, lawn maintenance, rear lawn maintenance, walkway improvements, seasonable planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

#### **IV. ENFORCEMENT POLICY & PROCEDURES**

Caldera Canyon HOA has established an "Enforcement Policy" in accordance with its adopted Covenants, Conditions and Restrictions (CC&R's). Caldera Canyon likewise set monetary fines for violations and continuing violations of the CC&R's. This policy is subject to amendment or modification at any time by majority vote of the Board of Directors.

This Enforcement Policy is available on the CCHOA website.

**V. Health, Safety and Welfare:**

**Immediate action will be required on any violation that would, in the opinion of the Board of Directors, affect the health, safety and welfare of the Association or any Association Members.**

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**VI. Rental Rules  
&  
Awareness of Other Rental Compliance Issues**

**Section 6.1** Caldera Canyon HOA Board of Directors has compiled the Rental Rules & Awareness of Other Rental Compliance Issues, to assist Caldera Canyon homeowners who are currently renting/leasing their home(s) or considering the renting/leasing of their home(s) in Caldera Canyon (hereafter rental/lease to be referred to as rental, renter or renting). Many property owners are not fully aware of all of the legal and governing issues that they must comply with when assuming the role of a landlord. This document, while not assuming to address every rental issue, attempts to provide the reader with both actual Rules and general compliance information that a landlord must consider and/or must comply.

**Section 6.2** Caldera Canyon prides itself for sincerely and clearly demonstrating and encouraging neighborly and friendly approaches to maintaining the tranquility, property values and security of our 14-home community. Likewise, when every positive effort has been implemented to ensure these values and comply with all HOA governing rules and regulations, the Board is committed to take swift and just measures to uphold our Caldera Canyon CC&Rs, Board Rules & Policies, Bylaws and Articles as they relate to all rental issues, for the protection of these values. We all as property owners in Calder Canyon have willingly accepted these CALDERA CANYON HOA governing documents and rules by action of acquiring property in CALDERA CANYON. We, as 14 home owners, are a self-governing entity and maintain our HOA in full compliance with appropriate federal, state and local laws and ordinances that govern HOAs and residential communities in our location within the State of Idaho. Renters and owner occupants are treated with the same respect and courtesy, likewise all are expected to adhere to the Rules that apply to every resident and non-resident homeowner in CALDERA CANYON.

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