



**AMENDED AND RE-STATED**  
**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CALDERA CANYON SUBDIVISION**  
**HOMEOWNERS ASSOCIATION, INC.**

An amendment to instrument # 2021-144760

This supersedes any and all previously recorded CC&Rs

**JUNE 22, 2023**

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION (the "Declaration") is made on the date hereinafter set forth by CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., an Idaho corporation, hereinafter referred to as " CALDERA CANYON ".

**WITNESSETH**

WHEREAS, CALDERA CANYON is the Owner of certain real property (the "Property") in Meridian, County of Ada, State of Idaho, which is more particularly described as:

**LEGAL DESCRIPTION**

All of the land within the boundaries of CALDERA CANYON, a subdivision according to the official plat thereof recorded as Instrument No. 2021-037152, in Book 120 of Plats, Pages 18704 through 18706, excluding Lot 1, Block 2, Caldera Canyon Subdivision, records of Ada County, Idaho.

WHEREAS, it is the desire and intent of the CALDERA CANYON to provide certain covenants, conditions, restrictions and easements to assure and enhance the value, desirability and attractiveness of the Property and to provide for the mutual protection of the Owners thereof;

NOW, THEREFORE, CALDERA CANYON hereby declares that the Property is and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, restrictions, easements and equitable servitudes, which shall run with the Property, and each and every part, parcel and lot thereof, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any part, parcel or lot thereof; shall inure to the benefit of every portion of the Property or any interest therein; and shall inure to the benefit of and shall be binding upon CALDERA CANYON , the Owners, and their respective heirs, successors and assigns, and may be enforced by CALDERA CANYON , or by any Owner.

By acceptance of any conveyance of any Lot within the Property, the Owner and Owner's heirs, CALDERA CANYON , with all other Owners of Lots within the Property, or subsequent Owners thereof, acknowledge and agree that the covenants, conditions, restrictions, easements and equitable servitudes set forth herein shall inure to the benefit of and be binding upon all such parties.

## ARTICLE I

### Definitions

Section 1.1 "Association" shall mean and refer to the CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized or to be organized under the laws of the State of Idaho, or any successor or assign of the corporation.

Section 1.2 "Board of Directors" shall mean and refer to the CALDERA CANYON members in good standing, appointed and elected, as set forth in Articles, By-Laws and Covenants, Conditions and Restrictions of the CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Section 1.3 "Committee" shall mean and refer to any Board appointed committee.

Section 1.4 "Common Area" shall mean all the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners of CALDERA CANYON . Lots (subject to the provisions hereof), and are not dedicated to the public. The Common Area owned by the Association is described as follows:

Lots 1, 9 & 13, Block 2 and Lot 1, Block 1, Caldera Canyon Subdivision are Common Area lots to be maintained by the Association.

The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of CALDERA CANYON members.

Section 1.5 "CALDERA CANYON " shall mean and refer to CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., an Idaho corporation, and its successors and assigns.

Section 1.6 "Lot" shall mean and refer to any Lot numbered and designated as such upon the official plat of the Property, except the Common Area.

Section 1.7 "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.8 "Board Policies and Rules" shall mean and refer to policies and rules that may be established by the Board of Directors to implement the By-Laws and Covenants, Conditions and Restrictions of the CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. The Board Policies and Rules may be established by the Board and maintained, enforced, amended and/or rescinded by the Board as necessary.



Section 1.9 "Property" shall mean and refer to the real property consisting of CALDERA CANYON , all previously annexed phases, according to the official plats thereof, and every part, parcel and lot thereof, and all contemplated improvements thereto.

## ARTICLE II

### Building Restrictions Applicable to each Lot

Section 2.1 Applicability. The provisions, declarations, by-laws and other pertinent documents for Applicable Building Restrictions shall be contained in separate Board adopted Board Policies and Rules.

## ARTICLE III

### Easements, Rights and Owner Responsibilities.

Section 3.1 Applicability. The provisions, declarations, by-laws and other pertinent documents for Easements, Rights and Owner Responsibilities shall be contained in separate Board adopted Board Policies and Rules.

## ARTICLE VI

### CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Section 6.1. Organization of Association. CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. ("Association") is an Idaho nonprofit corporation formed pursuant to the Idaho Nonprofit Corporation Act, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation of the Association, the By-Laws of the Association, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 6.2. Membership. Each Owner of a CALDERA CANYON Lot(s) subject to this Declaration, by virtue of being such an Owner and for so long as such ownership is maintained, shall be a member of the Association, and consents to such membership by virtue of ownership of a Lot. No Owner shall have more than one (1) membership per Lot owned in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in- interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to a Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.



Section 6.3. Voting and Quorum. The Association will have one (1) class of membership, which shall be voting membership. Ten percent (10%) of the total number of voting memberships shall constitute a quorum at any meeting of the membership. In the event that a quorum is not present, another meeting may be called and the required quorum at the subsequent meeting, after notice as provided in the Association Bylaws, shall be five percent (5%) of the total number of voting memberships. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.4 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, By-Laws and this Declaration as the same may be amended and supplemented from time to time

Section 6.5. Powers of the Association.

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

6.5.2. Assessments. The power to levy assessments (regular, special and limited assessments and fines and penalties) on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

6.5.3. Right of Enforcement The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

6.5.4. Delegation Powers. The Board has the authority to delegate its power and duties to committees and officers. Neither the Association, the Members of its Board of Directors nor delegated entity shall be liable.

6.5.5 Association Policies and Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association rules). A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise be made available to each Owner. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or By-Laws, the provisions of the Association rules shall be superseded by the provisions of this Declaration, the Articles or the By-Laws to the extent of any such inconsistency.

6.5.6 Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

Section 6.7 Duties of the Association. In addition to the powers delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

6.7.1 Operation and Maintenance of Association Property. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of all real and personal property owned or acquired by the Association, including, without limitation, all common areas and common area improvements.

6.7.2 Taxes and Assessments. The Association shall pay all taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt corporation.

6.7.3 Insurance. Obtain, if the Board so elects, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect casualty, liability, blanket liability insurance, director and officer coverage and/or other insurance as the Board deems appropriate.

6.7.4 Policy and Rule Making. Make, establish, promulgate, amend and repeal the Association policies and rules, and provisions for fines and penalties for violations of this Declaration and Association Rules, including, without limitation, rules and regulations applicable to the hours of operation and use of the Clubhouse.

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

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

6.7.7 Street Lights. Maintain, operate, repair and replace street lights within the Property to the extent such street lights are not operated, maintained, repaired and replaced by the City of City of Meridian, the Ada County Highway District or other governmental entity.

6.7.8 Subdivision Approval Responsibilities. Perform all continuing duties and responsibilities imposed upon CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. pursuant to any governmental approvals related to the Property including, without limitation, those set forth in the preliminary plat approval.



6.7.9 Operation and Maintenance of Irrigation Water Supply System. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the irrigation water supply system. All maintenance costs and annual irrigation water fees shall be included in the Homeowners' Association assessments. The Association shall further be responsible for the cost of repairing and replacing any irrigation water supply lines and the removal of encroaching patios or other structures as required. Individual lot owners shall be responsible for restoring and replacing any such patios or other structures upon completion of repairs or replacements.

Section 6.8 Personal Liability. No member of the Board, member of the Committee or any other committee of the Association, or any officer of the Association, or CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., 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 Committee or any other committee of the Association, CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., or any agent, representative or employee of the Association, the Board, the Committee or any other committee of the Association, CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

## ARTICLE VII

### Homeowners' Association Assessments

#### Section 7.1 Covenant For Assessments.

7.1.1 Applicability. The provisions of Article VII shall apply to all Lots. All references to "Lots" in this Article VII shall mean and refer to all Lots.

7.1.2 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association the following assessments, fees and charges: (1) initial and transfer assessments; (2) regular periodic assessments or charges; (3) special assessments for capital improvements; and (4) limited assessments, fines and penalties. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest, costs of collection and reasonable attorney's fees, shall be a charge upon the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

7.1.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and related to the operation, improvement, repair and maintenance of the Common Area and other improvements situated thereon, and the costs thereof, the maintenance, repair and operation of the



irrigation water system pursuant to Section 4.4. Assessments shall also include all costs and expenses of performance by the Association of all duties imposed hereunder upon the Association, the Board of Directors and the Architectural Control Committee. Assessments shall also be levied by the Association, as part of the Regular Assessments, to provide appropriate reserve funds for necessary or planned capital expenses.

Section 7.2 Initial and Transfer Assessments. The Board of CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. shall establish and assess an initial set up fee and/or a transfer fee upon conveyance of title.

Section 7.3 Regular Assessments.

7.3.1 The Board may not raise regular assessment dues more than ten percent (10%) per fiscal year.

7.3.2 Amount to be Fixed by CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC.. CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. shall fix the amount of the regular assessments at least thirty (30) days in advance of each regular assessment period. Written notice of the regular assessments shall be sent to every Owner subject thereto.

7.3.3 Due Dates for Regular Assessments. Regular assessments shall be due and payable on a basis to be established by CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. Board.

Section 7.4 Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, including paved surfaces, fixtures and personal property related thereto, provided that any such assessment shall have assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

Section 7.5 Limited Assessments. Fines and Penalties. The Association may levy against Owner a limited assessment equal to the costs and expenses incurred by the Association, including legal and management fees, for the construction, installation, maintenance and repair and replacement of common area equipment and facilities, or any corrective action necessary due to damage by the negligent acts or an Owner, or any person or entity occupying a Lot with the Owner's consent, either express or implied, or for the costs incurred in bringing the Owner's Lot into compliance with the provisions of this Declaration. In addition, the Association may establish and impose against any Owner fines or penalties for violations of this Declaration, which fines or penalties, when imposed, shall constitute assessments against the particular Lot involved.

Section 7.6 Notice and Quorum for Any Action Authorized Under Section 7.4 of this Article. Written notice of any meeting called for the purpose taking any action authorized under Section 7.4 of this

Article shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.7 Rate of Assessment. Assessment for all Lots shall be uniform for each Lot.

Section 7.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or record a lien against the Owner's Lot pursuant to Idaho law, including, without limitation, Idaho Code, Section 45-810. The Association may also suspend the Owner's right to the use of the common area facilities until all assessments are paid current by written notice to the Owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 7.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Mortgagees are not required to collect assessments. Failure to pay any assessment shall not constitute a default under an insured mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7.10 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

7.10.1 All property expressly dedicated to and accepted by a local public authority;

7.10.2 All properties owned by the Association; and

7.10.3 All Lots owned by CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., until title is transferred to another, or until occupancy, whichever occurs first.

## ARTICLE VIII

### Architectural Control Committee.

Section 8.1 Membership. The Committee shall consist of not less than two (2) members. Each



member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed by the Board, as provided herein. A member of the Committee must be an Owner.

Section 8.2 Appointment and Removal. CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. Board of Directors shall have the exclusive right to appoint and remove all members of the Committee. The Board may, in its discretion, abolish the Committee, in which event the Board shall then serve as the Committee.

Section 8.3 Approval of Plans by Architectural Control Committee. No building or structure, including, but not limited to, swimming pools, animal runs and outbuildings, shall be commenced, erected, placed or altered on any Lot until the detailed construction plans and specifications showing the proposed construction of the same on the particular building site have been submitted to and approved in writing by the Committee. All plans and specifications for approval by the Committee must be submitted at least fifteen (15) days prior to the proposed construction starting date. In the event that the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board has the right to supersede any decision of the Committee.

Section 8.4 Non-Liability of Committee Members. Neither the Committee or any member thereof, nor its duly authorized representatives, shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or members thereof.

Section 8.5 Waivers and Variances. The Committee may authorize waivers or variances from compliance with any of the specifications of this Declaration when circumstances such as topography, natural obstructions, lot sizes, building placement, aesthetic or environmental consideration may require. All variances and waivers shall be in the sole discretion of the Committee and the granting of the same shall be in writing and shall not be deemed as a waiver of the right to withhold approval of a similar plan, drawing, specification or matter in any subsequent submission for approval. No waivers or variances shall be allowed by the Committee which are not in compliance with all applicable zoning and other applicable ordinances.

## ARTICLE IX

### Annexation of Additional Properties

Section 9.1 Annexation. CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., or its successor in interest, may annex other neighboring properties only by a 2/3 approval vote of the Members. As such properties are annexed, CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. shall, with respect thereto, record a Supplemental Declaration which shall annex such properties to the Property and which may supplement this Declaration with such additional or different covenants, conditions and restrictions as addendums.

Section 9.2 Additional Properties. Subject to the provisions of paragraph 9.1 above, upon the



recording of a Supplemental Declaration as to other properties containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the added properties in the same manner as if it were originally covered by this Declaration, subject to such modification, changes and deletions as specifically provided in such Supplemental Declaration. The Grantees of any Sub-HOA Lots located in the other properties shall share in the payment of assessments to the Association as provided herein from and after the recordation of the first deed of a Lot within the added properties from CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. to an individual purchaser thereof.

Section 9.3 Procedure for Annexation. The additions authorized under Section 9.1 above, shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the other properties or portion thereof, which shall be executed by CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. or the Owner thereof and shall extend the general plan and scheme of this Declaration to such other properties subject to the changes, modifications, deletions and additions as are applicable to such other properties or portion thereof under such Supplemental Declaration. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the other properties or portions thereof described therein, and thereupon said other properties or portion thereof shall become and constitute a part of the properties, become subject to this Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, reservations and easements and equitable servitudes contained herein as modified by such Supplemental Declaration for such other properties or portion thereof, and become subject to the functions, powers and jurisdiction of the Members of the Association. Such Supplemental Declaration may contain such additions, modifications or declarations of the covenants, conditions, restrictions, reservations or easements and equitable servitudes contained in this Declaration as may be deemed by CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. desirable to reflect the different character, if any, of the other properties or portions thereof or as CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. may deem appropriate in the development of the other properties or portion thereof.

## ARTICLE X

### General Provisions

Section 10.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any condition, covenant, restriction, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter

If any party shall violate or attempt to violate any of the covenants and restrictions herein contained, and shall persist in such violation or attempt after ten (10) days' notice in writing served or delivered upon such party, CALDERA CANYON SUBDIVISION HOMEOWNERS ASSOCIATION, INC. or any other Owner may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefore, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from any party found to be in violation of, or to be attempting a violation of, these restrictions.

Section 10.2 Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 10.3 Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of recordation hereof, after which time this Declaration shall be automatically extended for successive periods often (10) years. This Declaration may be amended, from time to time, by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the votes cast at a regular or special meeting of the members of the Association called for that purpose at which a quorum is present. All amendments shall be certified in writing by the President and Secretary of the Association and shall be recorded with the Ada County Recorder's office.

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

**DECLARANT**

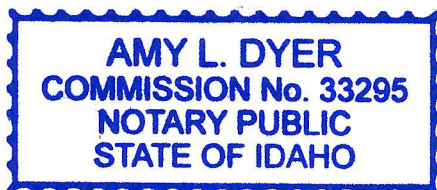
By:   
Donald P. Flynn, President


STATE OF IDAHO

County of Ada

On this 22<sup>nd</sup> day of JUNE, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Donald P. Flynn, known or identified to me (or proved to me on the oath of.....), to be the person whose name is subscribed to the within document, and acknowledged to me that he executed the same.

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



  
NOTARY PUBLIC for Idaho  
Residing at NAMPA, IDAHO  
My commission expires: 03/13/2024