

Covenants, Conditions and Restrictions

What are CC&R's?

CC&Rs stand for Covenants, Conditions, and Restrictions, and they are a legal document that outlines the rules and guidelines for a homeowners' association (HOA).

CC&Rs are legally binding and are recorded in the land records for the county where the property is located.

When you signed the documents to finalize the sale of your home you signed an agreement stating you would comply with the CC&R's of the Emmett Highland HOA.

CC&Rs are a crucial part of living in an HOA community because they help to maintain the community's property values and aesthetic appeal. They can include rules about:

Property use: What you can and cannot do with your home, such as painting your house a certain color or leaving laundry out to dry.

Maintenance: How you must maintain your home and property

Architectural design: Restrictions on the type of mailbox you can install or the fences around your house.

Assessments: Information about assessments and insurance requirements

Enforcement: How rules will be enforced and the penalties for violations

If you do not follow the CC&Rs, the HOA can impose penalties, such as fines. The HOA manager will notify homeowners of any violations and will inspect the property to ensure the violations have been resolved.

Emmett Highland HOA CC&R's

(for a pdf copy of the official Master Declaration of Covenants, Conditions and Restrictions for Payette River Orchards Subdivision, also known as "Highland", please go to therosemanagement.com/community_resources)

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. All Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto (except see Section 2.1.6). No Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential dwelling Unit, provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the Subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five-day work week; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles on any public or private road within the Subdivision; and further provided that such business does not employ at the Lot any person not living within the dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the Subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. The prohibition of the use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school, day-care center, or other similar use, including use for the care or the residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, Idaho Code). 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.

2.1.1 Size Requirements. All Units shall have the following minimum square feet of interior finished floor area, exclusive of porches and garages determined based on the following standards:

- (a) Units on Lots with a maximum width less than sixty feet (60') shall have not less than 1,400 square feet of interior floor area.
- (b) Units on Lots with a maximum width equal or greater than sixty feet (60') but less than sixty-two feet (62') shall have not less than 1,500 square feet of interior floor area.
- (c) Units on Lots with a maximum width equal or greater than sixty-two (62') feet shall have not less than 1,700 square feet of interior floor area.

2.1.2 Garages. Each Unit constructed with the Property shall include at least a two (2) car attached, enclosed garage, which is an integral part of the Unit structure as specified in Design Standards, detached garages may only be permitted by Committee in writing with design criteria similar to the Unit. RV garages are permitted, subject to a more detailed review.

2.1.3 Storage Buildings. No outbuilding shall be constructed, erected, or placed until the same has been approved by the Committee as to size, location, and exterior design. It is Declarant's intent that the design of any outbuilding, which the Committee may approve, must be consistent with the dwelling unit existing or to be constructed on the said Lot and the placement of any outbuildings are located to minimize potential negative aesthetic impact on adjoining property and the Subdivision. No outside storage building may be constructed to be neither larger than 8' x 10' nor taller than 8' without approval of the Committee and any applicable government authority with jurisdiction over same. All outbuildings, regardless of size, must be approved in writing by the Committee and any applicable government authority with jurisdiction over same.

2.1.4 Roofing. The roof of each Unit shall be constructed of 30 year or better architectural asphalt shingles, or such other material as may be approved by the Committee in writing, as provided in the Design Standards. The roof pitch on the street side of each Unit shall be 6/12 or greater and on other sides of each Unit 5/12 or greater, unless as may be otherwise approved by the Committee in writing.

2.1.5. Siding. The Unit siding shall be of a material and color approved by the Committee and comply with the Design standards and not be cottage lap, steel, aluminum, vinyl, or concrete.

2.1.6 Church Lot. The City of Emmett has approved a Special Use Permit Application (SUP 19-005) for the Community Bible Church, Inc. of Emmett, Idaho, an Idaho non-profit corporation, for the Church Lots. Notwithstanding this Section 2.1, the Church Lots are permitted to be used for a church and affiliated uses associated with the church permitted under the SUP 19-005. The requirements of 2.1.1 and 2.1.2 do not apply to the Church Lots. The remaining requirements of the Declaration and Committee approval apply to the Church Lots.

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

2.3 Exterior Maintenance. Owner's Obligations. No improvements, including landscaping, shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. Owners shall be responsible for regular weed removal, irrigation, and maintenance. Owner shall be responsible for repair and maintenance of any sidewalk that Owner's Lot fronts. In the event that any Owner shall permit any improvement, including trees, landscaping or the over-growth of weeds, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to Property or facilities on or adjoining their Lot which would otherwise be the Associations' responsibility to maintain, the Board, upon thirty (30) days prior written notice of a meeting of the Board to the Owner of said Lot, shall have the right to correct such condition, and to enter upon such Owner's 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 set forth herein.

2.4 Improvements Location. No improvements shall be constructed in violation of setback requirements established by law, this Declaration, or as set forth on the Plat.

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

2.6 Temporary Structures / Manufactured Homes. No improvements of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently. No mobile or manufactured homes shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

2.7 Signs/Flags. All signs, flags, or similar displays to the public view on any Lot shall be subject to the prior written approval of the Committee which may be denied in its sole discretion, except the following which do not require prior approval:

- (1) one sign of not more than five (5) square feet advertising the Property for sale or rent and consistent with the Emmett market;
- (2) Political signs (as defined in I.C. § 55-115) no more than 3'x2' may be displayed for a period up to one month before Election Day and shall be removed from the Lot on the day immediately following Election Day;
- (3) Flags identified in Idaho Code § 55-115(6)(a) (U.S.A, state of Idaho, POW/MIA, and branch of U.S. armed forces) and maintains the most restrictive requirements of I.C. § 55- 115(6)(b) and the City of Emmett's dark sky ordinance.

The Committee may permit entrance or other signage in Common Areas for the Subdivision, the Church Lots, and signs used by a builder or the Declarant to advertise the Property during the construction and sales period, and the design.

2.8 Oil, Gas and Mining Operations. No oil or natural gas drilling, oil or natural gas development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil or natural gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property without the prior written authorization of Declarant which may be withheld in Declarant's sole discretion. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the Property without the prior written authorization of Declarant which may be withheld in Declarant's sole discretion.

2.9 Livestock and Poultry. Livestock, including, without limitation, roosters, horses, cattle, goats, sheep, swine, pot-bellied pigs, llamas, alpacas or any other species of farm animal or livestock, shall not be permitted to be raised, kept, or bred on any Lot. Laying hens may be kept in an Owner's fenced back yard but are not allowed if the odor is a nuisance to the neighborhood. Domestic dogs, cats or other household pets may be kept on any Lot provided that the Owner of such domestic pets complies with all city and county laws, rules, and regulations, and does not allow pets to roam. Such domestic pets may be kept only for personal and recreational purposes and shall not be kept, bred, or maintained for any commercial purpose. Owner is responsible to ensure neither odor nor noise is a nuisance to the neighborhood.

2.10 Garbage and Refuse Disposal. No rubbish, trash, garbage, refuse, debris, or recycling materials shall be placed or allowed to remain on the Property except trash and recycling materials kept and maintained within the interior of a Unit or behind a fence. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, neat, and sanitary condition, and shall be appropriately screened and kept out of view from any street except as necessary for trash pickup days.

2.11 Foundation. The Owner has been provided notice of and is responsible to review the Geotechnical Investigation by American Geotechnics dated September 16, 2019, prior to constructing any Unit. All foundations shall be stem wall rather than slab on grade. Owner shall take all necessary steps in setting the foundation elevation to ensure that drainage onto neighboring properties will be eliminated. All drainage from Owner's Building Lot will be retained on site.

2.12 Domestic Water Supply and Sewage Disposal. No individual domestic or irrigation water supply system shall be permitted on any Lot. No individual sewage disposal system shall be permitted on any Lot. All Lots shall be subject to all domestic water and sewer requirements and charges of the City of Emmett. Each Owner shall submit to inspection by the Department of Public Works, the Department of Building, or other Department whenever a subdivided Lot is to be connected to the domestic water or sewage system constructed and installed on and within its Property. The Declarant/Owner of this Subdivision, or Lot or Lots therein, shall and hereby does vest in the City of Emmett the right and power to bring all actions against the Owner of the premises hereby conveyed or part thereof for the collection of any charges herein stated. A monthly domestic water and sewer charge, connection fee, and impact or latecomer fee must be paid after connecting to the City of Emmett public domestic water and sewer system, according to the ordinances and laws of City of Emmett.

2.13 Sight Distance at Intersections/Driveways. All landscaping, trees, and fences must, at all times comply with City of Emmett laws, rules and regulations. Emmett City Code 9-7-2 provides: On a corner lot, nothing shall be erected, placed, planted, or allowed to grow above a height of three feet (3') within sight triangle areas, as defined below:

1. Road/Road Intersections: The boundaries of a sight triangle at the intersection of two (2) roads are defined by measuring from the projected intersection of the roadway edge a distance of forty feet (40') along each roadway edge and connecting the two (2) points with a straight line.
2. Road/Driveway Intersections: The boundaries of a sight triangle at the intersection of a road and a driveway are defined by measuring from the intersection of the property line and the edge of the driveway twenty feet (20') along the roadway and ten feet (10') along the driveway and connecting the two (2) points with a straight line. In any required front yard, no fence or wall shall be permitted which materially impedes vision across such yard between the height of three feet (3') and ten feet (10'). All fences on any street side of a commercial or industrial zoned property shall not be over three feet (3') high; all fences on the side property line shall not be over three feet (3') in height for a distance of fifteen feet (15') measured from back of sidewalk.

2.14 Declarant's Rights. Declarant reserves the rights to: construct residences and other improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners (including model or spec homes); sell any Lot to any builder to construct residences and other improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners (including model or spec homes); sell any Lot to any individual Owners to construct residences and other improvements upon any Lot; and to replat and adjust lot lines on any Lot owned by Declarant.

2.15 Boats, Campers, and Other Vehicles. No boats, trailers, tractors, recreational vehicles, (i.e., any trailers, campers, motor homes, automobile campers or similar vehicle or equipment) dilapidated, un-repaired, broken-down or unsightly vehicles, or similar equipment, off-road vehicles (ATVs or side-by-sides), motorcycles, snowmobiles, personal watercraft, commercial vehicles or trucks (working or non-working) greater than one ton in size shall regularly or as a matter of practice be parked or stored on any portion of the Property (including streets and driveways) for more than forty-eight (48) consecutive hours unless enclosed by a structure or screened from view in a manner approved, in writing, by the Committee. None of the previously identified items and no cars or trucks shall be parked on lawns or landscaped areas of the Property for any period of time.

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

2.17 Antennae. No television antennae, satellite receivers, or radio aerials shall be installed on the Property, with a diameter larger than 24" and shielded from street view. Antennae with 24" diameter or less must have Committee approval as to location on premises.

2.18 Hazardous Activities. No activity shall be conducted on or in any Unit or Lot, which is or might be unsafe or hazardous to any person or Property. Nothing shall obstruct sidewalks or streets. 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 or fire-pit while attended and in use for cooking or recreational purposes, or with a safe and well-designed interior fireplace.

2.19 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 Committee. "Screened" is defined as being concealed or made non-visible from eye level, at grade, from all points within the Property.

2.20 Light, Sound - General. No light shall be emitted from any Lot which light is unreasonably bright or causes unreasonable glare and all lighting shall comply with the City of Emmett's dark-sky ordinance. No sound shall be emitted from any Lot, which is unreasonably loud, or annoying, and no odors shall be emitted on any property, which are noxious or offensive to others.

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

2.22 Re-Construction. In any case where it is necessary to reconstruct a Unit said re-construction shall be prosecuted diligently, continuously and without delays from time of commencing thereof until such structure is fully completed and painted, useless prevented by causes beyond control and only for such time that such causes continue.

2.23 Maintenance, Repair, Restoration, Reconstruction. In the event the improvements on any Lot shall suffer damage, destruction or disrepair from any cause, the Owner thereof shall undertake the repair, restoration, and reconstruction thereof within thirty (30) days of such damage or destruction and diligently prosecuted to completion. In the event the restoration or reconstruction requires more than thirty (30) days to commence, the Owner may request an extension from the Board by providing schedule and efforts to complete and the Board may impose reasonable requirements on scheduling and completion. If after ninety (90) days the repair, restoration or reconstruction of such damaged or destroyed improvements has not taken place, the Association, upon thirty (30) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon Owners Lot for the purpose of doing so and such Owner shall bear all costs incurred by the Association, a lien shall be applied to the Lot.

2.24 Fences. All fences must comply with all applicable City of Emmett provisions and regulations and must be approved in writing by the Committee in accordance with the procedures and provisions of section 2.2 and 2.13 above. All fencing shall be 6' sand vinyl or wrought iron fence as approved by the Committee. Fences for flag lots and lots neighboring common lots or corner lots near the sight triangle shall be wrought iron fencing, unless otherwise approved by the Committee. All Owners shall construct a side yard fence from the edge of the Unit (setback 4' from the front edge of Unit or neighboring Unit) to the neighboring Lot property line, within thirty days of occupancy permit. All Owners shall construct side and rear yard fencing within sixty (60) days of transfer of the Unit from the builder to the Owner. For coordination of construction, Declarant will coordinate with Owner and pay fencing contractor for initial construction of fencing, and Owner will reimburse Declarant within 30 days for ½ the cost of back yard and ½ the cost of each side yard fence and 100% of the cost of the fencing from the side of the house to side property line and any gates.

2.25 Dog Runs and Kennels. No dog run or kennel shall be constructed, erected, or placed until the same has been approved by the Committee as to size, location, and exterior design. It is Declarant's intent that the placement of any dog run or kennel be located to minimize potential negative aesthetic impact on adjoining property and the Subdivision. All dog runs or kennels, regardless of size, must be approved in writing by the Committee. No dog run or kennel shall be permitted to be kept or placed within five (5) feet of a set-back line and outside of any easement, where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structure be visible from a street. All such dog runs or kennels shall comply with all applicable laws and rules.

2.26 Plat Conditions. All covenants, conditions and restrictions, notes, easements and other matters set forth on all Plats are hereby incorporated by reference as material terms of this Declaration and notice is hereby given to the same.

2.27 Landscaping. Subject to the Committee's prior approval of a landscape plan submitted by an Owner consistent with the Committee's landscape guidelines, the front yard of each Lot, and the side yard of any Lot which is adjacent to a street and visible, must be landscaped and planted with sod within thirty (30) days of issuance of the Certificate of Occupancy for a residential dwelling Unit on any Lot, except between December 1st and February 15th, and then as soon thereafter as the weather permits, together with a minimum of two (2) ten gallon trees, eight (8) five-gallon bushes, and an underground automatic sprinkler system attached to the pressurized irrigation system (the Church Lots are subject to a landscaping requirement that must be approved by the Committee). All irrigation risers and valve boxes connected to the pressurized irrigation system shall be clearly labeled on the surface "Non-Potable Water. Do Not Drink." All pressure irrigation systems services shall be in a fiberglass valve box installed level and straight with surrounding ground service and each valve box shall provide one connection for residential irrigation use.

All remaining portions of the yard area of each Lot must be planted with sod, seeded, and/or landscaped, within ninety (90) days of issuance of the Certificate of Occupancy, or as soon thereafter as weather permits. Alternatives to grass lawns require Committee's prior approval. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the

Association and/or the Grantor shall have all rights and remedies provided in Section 2.3 or any other provision of this Declaration, including, without limitation, the right to landscape the Lot as required hereunder, and the Board, upon thirty (30) days prior written notice of such meeting to the Owner of said Lot, shall have the right to correct such condition, and to enter upon Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses including attorney's fees incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments.

2.28 No Dumping. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any vacant or unimproved Lot, without the prior written Approval of the Declarant or the Committee. The Owner of any Lot who dumps such material shall be liable for the cleanup and/or removal costs.

2.29 Risks of Canal, Pool, Stormwater Drainage, and Irrigation Drainage.

**NOTICE REGARDING RISK OF DROWNING OR INJURY
DO NOT UNDER ANY CIRCUMSTANCES SWIM IN THE CANAL.**

Water is (or may be) located in or nearby the Subdivision. There are stormwater swales that may fill from time to time. There is a drainage swale for excess irrigation water and irrigation water facilities. There is an irrigation canal located next to the Subdivision. There may be an Association pool constructed in the Subdivision. Any water poses a risk of drowning. Owner is responsible to ensure Owner and Owner's children and guests are aware of the risks and Owner accepts these risks and responsibility to remain safe and supervise children and guests from these risks. Owner shall indemnify, defend, and hold Declarant and Association harmless from failing to take these precautions and advise their guests of such risks.

2.30 Lot Grading and Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Committee and City of Emmett, if necessary. Each Owner is responsible for installation, maintenance, and minimizing runoff and seepage from such Owner's Lot. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Committee and/or City of Emmett, which may include drainage from Common Area over, any Lot in the Property. The Owner of any Lot within the Property shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures and devices including, without limitation, the drainage facilities, or any other means or devices, which are not the responsibility of a public agency, and plantings and ground cover installed or completed thereon to the specifications and requirements set forth in the Emmett City Code (by reference to adopted international building code ECC 8-1-1). Drainage directed to the adjacent road right of way shall be limited to that area as depicted on the approved Civil Grading Plan for PROS No. 1, if any. Retaining walls may be permitted by the Committee and shall be constructed on the lower elevation Lot to retain grading and drainage on the upper elevation Lot and to improve the visual appeal of the retaining walls the street end of the retaining wall may blend into the slope of the upper elevation Lot.

2.31 Rentals. Any Owner that rents a Lot shall be responsible for renter's compliance with this Declaration and any rules or requirements of the Association and be responsible for any fines for violations by the renters. Short-term rentals (less than thirty (30) days) shall be limited to less than a total of thirty-one (31) days per Lot in any calendar year. In the event an Owner violates the terms of these restrictions the Association may impose a fine equal to the greater of \$100.00 per day of violation or the Owner's proceeds from such rental that violated this provision and such Owner shall be prohibited from further renting such Lot for a period of five (5) years.

2.32 Water Rights Appurtenant to Subdivision Lands; Pressurized Urban Irrigation

System. This Subdivision is within the Emmett Irrigation District (the “Irrigation District”). The Declarant has made provisions to provide irrigation water to the individual Lots from the Irrigation District in compliance with Section 31-3805(b), Idaho Code. Lots within the Subdivision will be entitled to irrigation water as set forth below and in the Association and will be obligated through the Association for assessments from the Irrigation District and costs, fees, and assessments associated with such water. The Association owns and shall maintain the pressurized urban irrigation system (the “PUIS”) located on the Property for the delivery of non-potable (non-drinkable) water to Owners for irrigation of the landscaped areas on their Lots, and to the Association for irrigation of the Common Areas. The construction, ownership, operation and maintenance of the PUIS may be pursuant to the terms and conditions of an agreement for pressurized urban irrigation system, if any, including any amendments, addendums or supplements thereto (collectively, the “PUIS Agreement”), entered into or to be entered into between the Declarant and/or the Association and/or the Irrigation District and/or other property owners in the area. A copy of the PUIS Agreement, if any, shall be available to any Owner at the offices of the Association. Each Lot shall be subject to the Irrigation District’s, other entities providing the water services, and/or the Association’s assessments for the cost and expense of water, water delivery, and operation, maintenance, repair or replacement of the PUIS in accordance with the PUIS Agreement, if any.

The PUIS shall not include any distribution lines or other improvements beyond the water service taps installed on the Lots. The Irrigation District and/or the Association shall have no duty, obligation or responsibility for any portion of the irrigation system or underground sprinkler system located on a Lot from the point of connection to the PUIS water service taps installed on the Lots, and the maintenance, repair and replacement of same shall be the responsibility and duty of the Owner of the Lot. Further, the Owner of each Lot across which passes an irrigation drainage ditch or pipe shall be responsible for the maintenance thereof unless such responsibility has been assumed otherwise pursuant to the PUIS Agreement. Each owner of a Lot waives any claim against the Association, Declarant, and the Irrigation Districts for interruption, unavailability, contamination, or inadequate water to or through the PUIS.

2.33 PUIS Rules, Regulations and Information Guide. The PUIS Rules, Regulations and Information Guide shall mean and include the guide and/or operation and maintenance manual, if any, available at the office of the Association containing the rules and regulations for the use, operation and maintenance of the PUIS for the Subdivision adopted or to be adopted by the Association, as may be promulgated by the Association and/or the Declarant and/or the Irrigation District, or provided for or contained in the PUIS Agreement, and as may be amended from time to time by the Association and/or the Declarant and/or the Irrigation District. Each Lot shall be subject to the PUIS Rules, Regulations and Information Guide. The Association and/or the Declarant and/or the Irrigation Districts may establish rules regarding scheduling for utilization of the PUIS, including but not limited to establishing alternate day irrigation schedules, time limitations and volume limitations for irrigation water, pursuant to the PUIS Agreement, the PUIS Rules, Regulations and Information Guide, if any, or any other notice or publication of rules regarding the PUIS.

NOTICE REGARDING PRESSURIZED URBAN IRRIGATION SYSTEM

Water from the PUIS is unfit for human consumption. It contains untreated surface water which may contain disease causing organisms and/or other contaminants. If you drink PUIS water it is likely that it will make you sick and, while less likely, it is possible that the illness will result in your death or permanent disability. Surface water can also contain agricultural chemicals that can be hazardous to your health.

DO NOT UNDER ANY CIRCUMSTANCES DRINK WATER FROM THE PUIS.

Homeowners should ensure that all irrigation water faucets and risers are adequately marked. Do not remove tags or other warning markings from the PUIS risers. If you should find a riser that is unmarked, please notify the Association and/or the Irrigation Districts. Homeowners should also satisfy themselves that no cross-connections between the potable water system and the PUIS were made by previous owners. Never interconnect your drinking water and the PUIS.

If you have any questions or concerns about the PUIS in this Subdivision please contact the Association, the Irrigation Districts, the Southwest District Health Department, and/or the Department of Environmental Quality.

2.34 Solar Panels. Prior approval from the Committee is required prior to installation of any solar panels or solar collectors. The Committee has discretion to determine the specific location where solar panels or solar collectors may be installed on the roof as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south. All installations must comply with Emmett City Code and relevant building codes and panels or collectors must be parallel to a roof line, conform to the slope of the roof, and any frame, support bracket, or visible piping or wiring must be painted to coordinate with the roofing material.

2.35 Government Rules and Ordinances. This Declaration and the provisions hereof are subject to all rules, regulations, laws and ordinances of all applicable government agencies, entities and authorities having jurisdiction over the Property. In the event that any of the provisions of this Declaration are less restrictive than any applicable governmental rule, regulation, or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. In the event that any governmental rule, regulation, law, or ordinance would render any provision of this Declaration unlawful, then such provision of this Declaration shall be deemed to be amended to comply with the applicable rule, regulation, law, or ordinance.

2.36 Imposition of Fines for Violation of General Covenants Conditions and Restrictions. Consistent with the provisions and requirements of Idaho Code § 55-115, the Board of Directors of the Association shall have the authority to impose and levy fines against an Owner for the violation of any general covenant, condition or restriction described in this Declaration. The nature and purpose of a fine authorized by this section shall be that of a penalty imposed and levied by the Board of Directors against an Owner to discourage violation of the general covenants, conditions and restrictions described in this Declaration. Violations of the general covenants, conditions and restrictions described in this Declaration are deemed to frustrate the intents, objectives and purposes of the Master Declaration that, as set forth in the Preamble above, the covenants, conditions and restrictions *“ . . . are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property.”* The Board of Directors of the Association shall have the authority to determine, schedule and publish the amount

and frequency of fines for violations of any of the general covenants, conditions and/or restrictions described in this Declaration. At the time of recording this Declaration, which may be amended by the Board, the Board is authorized to issue fines not to exceed the greater of \$100.00 per day for the violation or the consideration obtained by an Owner in violating the restriction. All fines imposed and levied under this Declaration shall be separate from and in addition to any assessment authorized under Article IV of this Declaration, including, without limitation, limited and enforcement assessments levied under Article IV, sections 4.2.3 and 4.2.4 below. Fines for violations of the general covenants, conditions and/or restrictions described in this Article II and Declaration shall be a charge on the land and shall be a continuing lien upon the property against which each fine is charged. Each fine, together with interest, shall also be the personal obligation of the person who was the Owner of the property at the time when the fine fell due. The Association shall have the same remedies for non-payment of fines as it does for non-payment of assessments under Article IV, section 4.7 below. The Board of Directors of the Association shall comply with the provisions and requirements of Idaho Code §55-115 in imposing and levying fines for violations of the general covenants, conditions and/or restrictions described in this Article 2. No portion of any fine may be used to increase the remuneration of any Board member or agent of the board.

Enforcement of CC&R's

The Enforcement Process

CC&R Violations come to the attention of the Association Management Co. through a variety of means.

- Complaint from a homeowner
- Notification via Developer, Board Member, or other interested party (i.e., realtor, builder etc.)
- Observation by Management Co. staff during regular drive through inspections.

Complaints from a homeowner: Rose Management accepts complaints from homeowners via the website www.therosemanagement.com, email (emmetthighland.hoa@gmail.com or rosemngmtco@gmail.com) or telephone calls. When a complaint is received it is logged, and an investigation is begun.

Notification from other interested parties: It is in the best interest of homeowners and the builders selling properties in the neighborhood to see that there is compliance with CC&R's. Sometimes a builder, developer, or realtor will notify Rose Management of CC&R violations or will call with questions about certain matters.

Observation: A member of the Rose Management staff drives through the neighborhood at least once per month checking for obvious violations of CC&R's such as landscaping issues, garbage receptacles visible from street, parking violations and other visible violations.

When a violation is found and verified the enforcement process begins and follows these steps:

1. Post Card notice is sent to the homeowner or resident with a 30-day window to resolve the issue. All warnings have a 30-day window for the homeowner to act. If no noticeable action is taken after the third post card within 6 months for the same violation enforcement proceeds to the next step.
2. First Official Notice Letter. A letter is sent to the resident/homeowners outlining the specific covenant and restriction that is being violated and informing them of the remedies stated in the CC&R's (Sections 2.3, 2.23, 2.27, 2.36 and Article 4). A phone call is usually, but not always, made to the homeowner as well.
3. Second Official Notice Letter. After 30 days if no noticeable action is taken and/or no contact has been made with the Management company a Second Notice is delivered to the resident/homeowner via certified mail with return receipt and signature requirement. Each letter contains a description of the covenant being violated and the remedy available to the Association upon the Boards directive.

Throughout this process, it is the intent of the Association and the Management Co. to rectify the situation, not to penalize the homeowner for penalty's sake. All homeowners/residents are encouraged to contact the Association Management Co. to discuss steps that can be taken and to notify them of the timeline and steps the resident is taking to correct the problem. Sometimes these steps are delayed due to hardship, weather, or other unforeseen circumstances. The Association and the Management Co. try to work with the resident/homeowner as much as possible in these situations.

4. Refusal to address violation is presented to the board. If, after the next 30 days, there has been no attempt to remedy the violation or attempt to discuss the matter and inform the management company of the resident's plan to rectify the situation, the HOA Manager will present the issue to the HOA Board for consideration. Upon the direction of the Board action will be taken as outlined in the CC&R's. These may include:
 - The right to correct the condition and to enter upon the Owner's 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 set forth herein (the CC&R's). *Section 2.3 and 2.23*

- The Owner of the offending lot shall be personally liable, and his lot may be subject to a mechanic's lien for all costs and expenses including attorney's fees incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand, therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments. *Section 2.27*
- The Board of Directors of the Association shall have the authority to impose and levy fines against an Owner for the violation of any general covenant, condition, or restriction. *Section 2.36*
- The Board is authorized to issue fines not to exceed the greater of \$100.00 per day for the violation or the consideration obtained by an Owner in violating the restriction. All fines imposed and levied under this Declaration shall be separate from and in addition to any assessment authorized under Article IV, sections 4.2.3 and 4.2.4. Such fines shall be a charge on the land and shall be a continuing lien upon the property against which each fine is charged. *Section 2.36*
- Enforcement assessments may be levied in an amount equal to the attorney fees, costs, and expenses incurred by the Association in attempting to collect any assessment or enforce any covenant, condition, or restriction. *Section 4.2*
- Assessments or Fines for violations not paid within thirty (30) days after the due date shall incur a late payment fee of one and one-half percent (1.5%) and shall bear interest from the due date of eighteen percent (18%) per annum or at the highest rate allowed by law if such rate is less than 18%, interest and principal compounded monthly, including all costs and expenses including attorney's fees incurred by the Association in taking such corrective action. *Section 4.7*