

**Streamview Home Owners Association CC&R's**

For Recording Information

ADA COUNTY RECORDER Christopher D Rich  
BOISE IDAHO 06/27/12 10 13 AM  
DEPUTY Vicky Bailey  
RECORDED-REQUEST OF  
Streamview Home Owner Assoc

AMOUNT 103 00 32



112062149

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STREAMVIEW SUBDIVISION

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTION FOR  
STREAMVIEW SUBDIVISION AS AMENDED (by this amendment #4) IS MADE EFFECTIVE AS  
OF June 27, 2012 BY THE STREAMVIEW HOMEOWNER S ASSOCIATION, INC. , AN  
IDAHO NON-PROFIT CORPORATION

DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS FOR STREAMVIEW SUBDIVISION

# Streamview Home Owners Association CC&R's

## TABLE OF CONTENTS

|                                                            |        |
|------------------------------------------------------------|--------|
| <b><u>ARTICLE I RECITALS</u></b>                           | 6      |
| 1 1 Property Covered                                       | 6      |
| 1 2 Residential Development                                | 6      |
| 1 3 Purpose of Declaration                                 | 6      |
| <b><u>ARTICLE II DECLARATION</u></b>                       | 6      |
| <b><u>ARTICLE III DEFINITIONS</u></b>                      | 6      |
| 3 1 Architectural Control Committee                        | 6      |
| 3 2 Articles                                               | 6      |
| 3 3 Assessments                                            | 6      |
| 3 4 Association                                            | 6      |
| 3 5 Association Rules                                      | 7      |
| 3 6 Board                                                  | 7      |
| 3 7 Building Lot                                           | 7      |
| 3 8 Bylaws                                                 | 7      |
| 3 9 Common Areas                                           | 7      |
| 3 10 Declaration                                           | 7      |
| 3 11 First Mortgage                                        | 7      |
| 3 12 Improvements                                          | 7      |
| 3 13 Limited Assessment                                    | 7      |
| 3 14 Member                                                | 7      |
| 3 15 Mortgage                                              | 7      |
| 3 16 Occupant                                              | 7      |
| 3 17 Owner                                                 | 8      |
| 3 18 Person(s)                                             | 8      |
| 3 19 Phase                                                 | 8      |
| 3 20 Plat                                                  | 8      |
| 3 21 Project Documents                                     | 8      |
| 3 22 Property                                              | 8      |
| 3 23 Regular Assessment                                    | 8      |
| 3 24 Special Assessment                                    | 8      |
| 3 25 Supplemental Declaration                              | 8      |
| <b><u>ARTICLE IV GENERAL AND SPECIFIC RESTRICTIONS</u></b> | 8      |
| 4 1 Prior Plan Approval                                    | 8      |
| 4 2 Improvements General                                   | 8 9 10 |
| 4 3 Exterior Maintenance Owner Obligation                  | 10     |
| 4 4 Landscaping                                            | 10 11  |
| 4 5 Nuisances                                              | 11     |
| 4 6 Trade or Business                                      | 11     |
| 4 7 No Hazardous Activities                                | 11     |
| 4 8 No Mining or Drilling                                  | 11     |
| 4 9 Insurance Rates                                        | 11     |
| 4 10 Vehicles and Equipment                                | 11 12  |
| 4 11 Animals / Pets                                        | 12     |
| 4 12 No Mobile Homes or Temporary Structures               | 12     |
| 4 13 Drainage                                              | 12     |

DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS FOR STREAMVIEW SUBDIVISION

## **Streamview Home Owners Association CC&R's**

|                                                                            |                                               |          |
|----------------------------------------------------------------------------|-----------------------------------------------|----------|
| 4 14                                                                       | Trash / Recycle Containers                    | 12       |
| 4 15                                                                       | Grading                                       | 12 13    |
| 4 16                                                                       | Water Supply Systems                          | 13       |
| 4 17                                                                       | Water Rights Appurtenant to Subdivision Lands | 13       |
| 4 18                                                                       | Energy Devises Outside                        | 13       |
| 4 19                                                                       | Signs                                         | 14       |
| 4 20                                                                       | Antennae                                      | 14       |
| 4 21                                                                       | No Further Subdivision                        | 14       |
| 4 22                                                                       | Leasing                                       | 14       |
| 4 23                                                                       | Compliance with Laws                          | 14       |
| <b><u>ARTICLE V ASSOCIATION</u></b>                                        |                                               | 14       |
| 5 1                                                                        | Organization of Association                   | 14       |
| 5 2                                                                        | Members of the Association                    | 14       |
| 5 3                                                                        | Voting                                        | 14       |
| 5 4                                                                        | Board of Directors and Officers               | 14       |
| 5 5                                                                        | Powers and Duties of the Association          | 15 16 17 |
| 5 6                                                                        | Annual Meeting                                | 17       |
| 5 7                                                                        | Budget and Financial Statements               | 17       |
| 5 8                                                                        | Manager                                       | 17       |
| 5 9                                                                        | Personal Liability                            | 17       |
| <b><u>ARTICLE VI RIGHTS TO COMMON AREA</u></b>                             |                                               | 18       |
| 6 1                                                                        | Use of Common Area                            | 18       |
| 6 2                                                                        | Designation of Common Area                    | 18       |
| 6 3                                                                        | Damages                                       | 18       |
| <b><u>ARTICLE VII ASSESSMENTS</u></b>                                      |                                               | 19       |
| 7 1                                                                        | Covenant to Pay Assessments                   | 19       |
| 7 2                                                                        | Uniform Rate of Assessments                   | 19       |
| 7 3                                                                        | Date of Commencement of Assessments           | 19       |
| 7 4                                                                        | Exempt Property                               | 19       |
| 7 5                                                                        | Capitalization of Assessment and Other Fees   | 19       |
| 7 6                                                                        | Regular Assessment                            | 19 20    |
| 7 7                                                                        | Special Assessment                            | 20       |
| 7 8                                                                        | Limited Assessment                            | 20       |
| 7 9                                                                        | Assessment Period                             | 20       |
| 7 10                                                                       | Notice of Assessment Due Date                 | 21       |
| 7 11                                                                       | Reserve Budget and Capital Contribution       | 21       |
| 7 12                                                                       | Estoppels Certificate                         | 21       |
| <b><u>ARTICLE VIII ENFORCEMENT OF ASSESSMENTS, LIENS</u></b>               |                                               | 21       |
| 8 1                                                                        | Right to Enforce                              | 21       |
| 8 2                                                                        | Assessment Liens                              | 21 22    |
| 8 3                                                                        | Method of Foreclosure                         | 22       |
| 8 4                                                                        | Subordination of Certain Mortgages            | 22       |
| <b><u>ARTICLE IX INSPECTION OF THE ASSOCIATION S BOOKS AND RECORDS</u></b> |                                               | 22       |

DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS FOR STREAMVIEW SUBDIVISION

## Streamview Home Owners Association CC&R's

|                                                          |       |
|----------------------------------------------------------|-------|
| <b><u>ARTICLE X ARCHITECTURAL CONTROL COMMITTEE</u></b>  | 22    |
| 10 1 ACC Creation Right to Appointment                   | 22    |
| 10 2 Improvements Generally                              | 22    |
| 10 3 Expenses                                            | 22 23 |
| 10 4 Non Liability of ACC                                | 23    |
| 10 5 Enforcement                                         | 23    |
| <b><u>ARTICLE XI EASEMENTS</u></b>                       | 23    |
| 11 1 Owner's Easements of Enjoyment                      | 23    |
| 11 2 Delegation of Use                                   | 23    |
| 11 3 Recorded Easements                                  | 23 24 |
| 11 4 Easement of Encroachment                            | 24    |
| 11 5 Easement of Access                                  | 24    |
| 11 6 Drainage and Utility Easements                      | 24    |
| 11 7 Improvements of Drainage and Utility Easement Areas | 24    |
| 11 8 Rights and Duties Concerning Utility Easements      | 24    |
| 11 9 Easement Deemed Created                             | 24    |
| 11 10 Reservation for Expansion                          | 25    |
| 11 11 Emergency Easement                                 | 25    |
| 11 12 Association s Responsibility                       | 25    |
| <b><u>ARTICLE XII IRRIGATION WATER</u></b>               | 25    |
| 12 1 Irrigation System                                   | 25    |
| 12 2 Irrigation Committee Creation Right to Appointment  | 25    |
| 12 3 Non Potable Water                                   | 25    |
| 12 4 Water Unavailable                                   | 25 26 |
| 12 5 Rotation                                            | 26    |
| 12 6 No Liability                                        | 26    |
| 12 7 Warning IRRIGATION WATER IS NOT DRINKABLE           | 26    |
| 12 8 No Liability for Quantity or Quality of Water       | 26    |
| <b><u>ARTICLE XIII DAMAGE OR DESTRUCTION</u></b>         | 27    |
| 13 1 Association as Attorney In Fact                     | 27    |
| 13 2 Estimate of Damage or Destruction                   | 27    |
| 13 3 Repair and Reconstruction                           | 27    |
| 13 4 Funds for Repair and Reconstruction                 | 27    |
| 13 5 Distribution of Funds for Repair or Reconstruction  | 27    |
| 13 6 Decision Not To Rebuild                             | 27    |
| 13 7 Damage or Destruction Affecting Building Lot        | 28    |
| <b><u>ARTICLE XIV CONDEMNATION</u></b>                   | 28    |
| 14 1 Rights of Owners                                    | 28    |
| 14 2 Condemnation Distribution of Award Reconstruction   | 28    |

DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS FOR STREAMVIEW SUBDIVISION

## Streamview Home Owners Association CC&R's

|                                                                            |       |
|----------------------------------------------------------------------------|-------|
| <b><u>ARTICLE XV RESOLUTION OF DISPUTES</u></b>                            | 28    |
| 15 1 Avoiding Costs of Litigation and Limiting Rights to Litigate Disputes | 28    |
| 15 2 Mandatory Procedures for All Other Claims                             | 28    |
| 15 3 Allocation of Costs of Resolving Claims                               | 29    |
| <b><u>ARTICLE XVI ANNEXATION AND WITHDRAWAL OF PROPERTY</u></b>            | 29    |
| 16 1 Annexation                                                            | 29    |
| 16 2 Additional Covenants and Easements                                    | 29    |
| 16 3 De Annexation                                                         | 29    |
| 16 4 Amendment                                                             | 29    |
| <b><u>ARTICLE XVII MISCELLANEOUS</u></b>                                   | 29    |
| 17 1 Term                                                                  | 29    |
| 17 2 Amendment                                                             | 29    |
| 17 3 Mortgage Protection                                                   | 30    |
| 17 4 Notices                                                               | 30    |
| 17 5 Enforcement of Non Waiver                                             | 30    |
| 17 6 Use of Trade Name                                                     | 30    |
| 17 7 Interpretation                                                        | 30 31 |
| 17 8 Successors and Assigns                                                | 31    |
| 17 9 Owner s Further Acknowledgments                                       | 31    |
| Signature Page                                                             | 32    |

# Streamview Home Owners Association CC&R's

## ARTICLE I RECITALS

1.1 Property Covered The property subject to this Declaration of Covenants, Conditions and Restrictions is Streamview Subdivision, the property legally described in Exhibit A attached and made a part thereof, which property has been approved by the City of Star, Idaho, for the development of residential lots and common lots (collectively, sometimes referred to as Streamview Subdivision) and shall be subject to this Declaration as may be amended or supplemented from time to time, and all property subject to this Declaration shall be referred to as the property.

1.2 Residential Development Streamview Subdivision is a planned residential development developed in accordance with existing development approvals obtained from Ada County and /or the City of Star and/or Ada County Highway District beginning Nov 3rd 2005. Streamview HOA may periodically develop other plan(s) for which Streamview Homeowners Association (SVHOA) may from time to time obtain approval from the applicable governmental agencies. Any development plans for the property in existence prior to or following the effective date of this amended Declaration may be subject to changes at any time by SVHOA.

1.3 Purpose of Declaration The purpose of this Declaration is to create basic restrictions, covenants, limitations, easements, condition and equitable servitudes (collectively, Restrictions) that will apply to the Property and any other property that may be annexed into Streamview Subdivision as provided further herein.

## ARTICLE II DECLARATION

SVHOA declares that the property and each lot, parcel or portion thereof is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and restrictions, all of which are declared and agreed to be in the 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 terms and restrictions set forth herein shall run with the land constituting the property and with each estate herein and shall be binding upon any person living or acquiring any right, title or interest in the property or portion of the property and any interest therein and shall insure to the benefit of and be binding upon homeowners, homeowners successors in interest and in each owner and such owners respective successors in interest and may be enforced by owners, successors and any owners or owner's successors or by the Association. In the event of any conflict between this declaration and any other of the project documents, this declaration shall control.

## ARTICLE III DEFINITIONS

3.1 Architectural Control Committee Shall mean the Architectural Control Committee (ACC) established by the SVHOA pursuant to Article X hereof.

3.2 Articles Shall mean the Articles of Incorporation of the Association.

3.3 Assessments shall mean those payments required of owners as association members including regular, special and limited assessments.

3.4 Association shall mean Streamview Homeowners Association, Inc., an Idaho nonprofit corporation or its successors, organized and established to exercise the powers and to carry out the duties set forth in this declaration and/or any supplemental declaration, if applicable.



## **Streamview Home Owners Association CC&R's**

3 5 Association Rules shall mean those rules and regulations that may be promulgated by the association governing conduct upon and use of the property under the jurisdiction or control of the association the imposition of fines and forfeitures for violation of association Rules & regulations and procedural matters for use in the conduct of business of the association

3 6 Board shall mean the Board of Directors of the association

3 7 Building Lot shall mean a lot within any phase of Streamview Subdivision as specified or shown on the plat and/or by supplemental declaration upon which improvements whether permanent or temporary may be constructed Building lot(s) shall not include any common area

3 8 Bylaws shall mean the bylaws of the association

3 9 Common Areas shall mean any or all parcels of common area which may include without limitation all such parcels that are designated as private streets or drives parking areas or drives common open space common landscaped areas and other amenities and facilities Common areas may be established from time to time by SVHOA on any portion of the property by describing such area on a recorded plat by granting or reserving common area in a deed or other instrument or by designation common area as such in this declaration or in any supplemental declaration

3 10 Declaration shall mean this declaration of covenants conditions and restrictions for Streamview Subdivision as may be amended or supplemented from time to time with a supplemental declaration

3 11 First Mortgage shall mean any mortgage which is not subordinate to any lien or encumbrance except liens for taxes or other liens which are given priority by status

3 12 Improvements shall mean any structure facility system or other improvements or objects whether permanent or temporary which is erected constructed placed upon or allowed on under or over any portion of the property which may include without limitation residential structures accessory structures fences streets driveways parking area sidewalks curbs landscaping lights mail boxes electrical lines pipes ditches grading road construction and utility improvements Improvement(s) includes both original improvements existing on the property on the date hereof and all later changes and improvements

3 13 Limited Assessment shall mean a charge against a particular owner and such owner's building lot directly attributable to such owner equal to the cost incurred by the association in connection with corrective action performed pursuant to the provisions of this declaration including without limitation damage to any common area or the failure of an owner to keep such owner's building lot and/or improvements in proper repair and including interest thereon as provided in the declaration

3 14 Member shall mean each Owner of a Building lot holding a membership in the association

3 15 Mortgage shall mean any mortgage deed of trust or other document pledging any portion of the property or interest therein as security for the payment of a debt or obligation

3 16 Occupant shall mean any resident or occupant of a building lot including without limitation the owner family members guests invitees and/or tenants

## Streamview Home Owners Association CC&R's

3 17 Owner shall mean the record owner whether one or more persons including SVHOA holding fee simple interest of record to a building lot which is a part of the property and buyers under executory contracts of sale but excluding those persons having such interest merely as security for the performance of an obligation unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings

3 18 Person(s) shall mean any individual partnership corporation trust estate or other legal entity including SVHOA

3 19 Phase shall mean a defined portion of the property which has been designated as a phase by plat and /or recorded supplemental declaration Each phase shall contain one or more residential building lots and may at SVHOA discretion be managed to the extent permitted herein and/or by supplemental declaration

3 20 Plat shall mean any subdivision plat covering any portion of the property as recorded in the Ada County Recorder s Office

3 21 Project Documents shall mean the basic documents creating and governing the property including without limitation this declaration any supplemental declarations Articles of Incorporation and Bylaws of the association association rules plats and any other procedures rules regulations or policies adopted under such document by the Association

3 22 Property shall mean the real property legally described in Exhibit A subject to this declaration and any property made subject to this declaration by recorded supplemental declarations including without limitation each lot parcel and portion thereof and interest therein

3 23 Regular Assessment shall mean the portion of the cost of designing construction maintaining improving repairing managing and/or operating all Common Area including all improvements located thereon and the other costs and expenses incurred to conduct the business and affairs of the association that is levied against the building lot of each owner by the association pursuant to the terms of this declaration

3 24 Special Assessment shall mean that portion of the cost of the capital improvements or replacements equipment purchases and/or shortages in regular assessments which are authorized to be paid to the association pursuant to the provisions of this declaration

3 25 Supplemental Declaration shall mean any supplemental declaration including additional covenants conditions and restrictions that may be adopted by SVHOA with respect to any phase or portion of the property or property annexed and made subject to this declaration as provided further herein

### ARTICLE IV GENERAL AND SPECIFIC RESTRICTIONS

4 1 Prior Plan Approval No improvements of any kind shall be placed or permitted to remain upon any part of the property whether permanent or temporary including without limitation a building lot unless a written request for approval has been approved by the Board or the ACC or a person so designated by the Board to approve same Any such written request shall include all plans permits specifications landscaping plans and exterior color scheme for the proposed improvements All construction must be completed within 120 days from ground breaking (Ref Exhibit E ) (Ref amendment #3 Vote recorded 7/16/09)

4 2 Improvements – General The general instruction set forth in this declaration shall govern the right of a person or owner to construct reconstruct refinish remove add alter or maintain any improvements whether permanent or temporary upon under or above the property and to make or create any excavation or fill on the property or to make any change in

DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS FOR STREAMVIEW SUBDIVISION



## Streamview Home Owners Association CC&R's

the natural or existing surface contour or drainage or install any utility line or conduit on under or above the property All building lots other than the building lot(s) used for common area or utility facilities and services or lot 40 which is a non-build able lot shall be retained and shall be used for and/or in conjunction with a single family residence built thereon within a reasonable period of time (Ref amendment #3 Vote recorded 7/16/09) All improvements by any owner must be pre-approved in writing by the ACC prior to such owner s constructions or reconstructions

This declaration is not intended to serve as authority for the ACC to control the interior layout or design of residential structures except to the extent incidentally necessitated by use size and height restrictions This declaration is intended to serve as authority for the ACC to use its judgment to see that all improvements conform and harmonize as to external design quality and type of construction architectural character materials color and location on the property as set forth in this declaration

### 4 2 1 Minimum Areas

#### 4 2 1 1 Minimum Living Space Requirements

(A) Single story dwellings Each one-story family dwelling unit shall have a minimum of one thousand six hundred (1 600) square feed of living space

(B) Two story dwellings Each two-story single-family dwelling units hall have a minimum of two thousand (2 000) square feet of living space with a minimum of one thousand four hundred (1 400) square feet on the ground floor

(C) The term living space as used herein shall not include basements garages carports patios breezeways storage rooms porches or similar features

#### 4 2 1 2 Minimum Garage Area Requirements

Garages shall be fully enclosed shall provide for a minimum of two (2) automobiles and shall consist of a minimum of four hundred eighty (480) square feet

4 2 2 Roofs The roof of each dwelling shall be covered with at least a 30 year black composite roof All roofs shall have a minimum of 6 to12 pitch

4 2 3 Foundations All foundations of all dwellings shall have a minimum elevation of eighteen inches (18 ) above the level of the roadway sidewalks

4 2 4 Setbacks and Heights No residential or other structure shall be placed nearer to the building lot lines or built higher than permitted by the plat and/or the declaration or by any applicable zoning restrictions

4 2 5 Accessory Structures Garages detached storage sheds and patio covers shall be constructed of and roofed with the same materials and with similar colors and design as the residential structure on the applicable building lot unless otherwise approved by the ACC

4 2 6 Garages All residential structures shall have an attached enclosed garage that holds no less than two (2) vehicles and shall be constructed of the same materials and with similar colors and design as the residential structure unless otherwise approved by the ACC Garages shall not be used as living quarters Garages are primarily for the parking of vehicles In no case shall a garage be used for storage such that no room is left for the parking of vehicles

4 2 7 Driveways All building lots shall have a concrete driveway and a minimum of two (2) concrete car parking spaces within the boundaries of each building lot No driveway or parking area shall be asphalt dirt rock or gravel

4 2 8 Mailboxes All mailboxes shall be of consistent design material and coloration and shall be located on or adjoining building lot lines at places designated by SVHOA or the ACC

## Streamview Home Owners Association CC&R's

4 2 9 Fencing No fence hedge or boundary wall situated anywhere on a building lot shall have a height greater than 6' above the finished graded surface of the building lot or a common area upon which such fence hedge or boundary wall is situated. Except any fence constructed immediately adjacent to a swimming pool for the purpose of safety may be at a height required by applicable government agencies and/or homeowners liability insurer(s) if approved by SVHOA/ACC. Any fence or boundary wall constructed on or near the lot line common to one or more building lots shall be constructed as a vinyl fence or wall. No fence shall be constructed so as to extend toward the front of the building lot past two (2) feet behind the front plane of the residential structure constructed thereon or closer than fifteen (15) feet to any side building lot line of a corner building lot adjacent to a dedicated street.

Developer constructed perimeter fencing around all or part of the exterior boundary of Streamview Subdivision. It shall be the responsibility of the owner of any building lot with such perimeter fencing to maintain, repair and/or replace as needed that portion of the perimeter fence on that owner's building lot. The maintenance, repair and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious. The ACC shall have the authority to regulate all new fences within Streamview Subdivision, including the location, type and size of each fence, temporary or permanent, and the material used therein. The perimeter fencing for Lots 4-16 Block 1 has been sleeved and is removable. This fencing must remain removable at all times in order to provide access for Middleton Mill Irrigation District along the Middleton canal, if needed. No landscaping, trees, structures, fences or improvements of any kind shall be placed or permitted within the canal company's right-of-way and homeowner will be financially responsible for removal of such improvements if so directed by the Middleton Mill Irrigation District. (Ref amendment #1 Vote recorded 6/6/06)

NOTE: Contact SVHOA Board Secretary or ACC for clarification of requirements as stated in the Agreement, Middleton Mill Ditch Company and Middleton Irrigation Association, Inc. DTD 6/15/2006.

4 2 10 Lighting Any street lights shall be maintained and operated by the association as a common area expense until such time as the City of Star or other governmental agency assumes the maintenance and operation of such street lights. Maintenance and operation shall include all repairs and cost of power.

4 2 11 Windows Windows are to be vinyl framed.

4 3 Exterior Maintenance, Owner's Obligation No improvement shall be permitted to fall into disrepair, and each improvement, temporary or permanent, shall at all times be kept in good condition and repair. In the event that, at the sole discretion of the ACC, any owner shall permit any improvement, including trees and landscaping, to fall into disrepair so as to create a dangerous, unsafe or unsightly condition or damages property or facilities on or adjoining such owner's building lot, the association, upon thirty (30) days prior written notice to the owner of such building lot, shall have the right to correct such condition and to enter upon such owner's building lot for the purpose of doing so, and such owner shall promptly reimburse the association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other assessments as set forth herein. The owner of the offending building lot shall be personally liable, and such owner's building lot may be subject to a lien for all costs and expenses incurred by the association in taking such corrective acts, plus all costs incurred in collection of the amounts due, if any. Each owner shall pay all amounts due for such work within ten (10) days after receipt of written demand thereof.

4 4 Landscaping Within sixty (60) days of occupancy of the residential structure, the owner of the building lot shall landscape that portion of the owner's building lot in front of the residential structure, and also that portion of the owner's building lot lying in between the lot lines of the building lots in compliance with the landscaping plan for the Streamview Subdivision. Without

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR STREAMVIEW SUBDIVISION

## Streamview Home Owners Association CC&R's

limiting the foregoing such front yard landscaping shall at a minimum include (i) sod and automatic underground sprinklers (ii) at least (2) trees having a diameter when measured six (6) inches above the root ball of one and one-half inches (1 5 ) and (iii) five (5) one-gallon shrubs For building lots on corners the front yard shall also include all of the side yard next to the side street from the front building lot line to the rear building lot line

The owner of the building lot shall landscape that portion of the owners building lot lying between the lot lines of the building lots and which is in the back of the residential structure with grass hydro-seeded or sod under one of the following conditions (a) within six (6) months of occupancy if the back yard has been enclosed by a fence or (b) within sixty (60) days of occupancy if the back yard has not been enclosed by a fence or is visible from a common area

4 5 Nuisances No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the property and no odor shall be permitted to arise from any portion of the property so as to render the property or any portion thereof unsanitary unsightly offensive or detrimental to the property its owners or to its occupants

4 6 Trade or Business Trade or business may be conducted in or from any building lot by an owner or occupant so long as (a) the existence or operation of the business activity is not apparent or detectable by sight sound or smell from the exterior of the dwelling on the building lot (b) the business activity conforms to all zoning requirements (c) no signs relating to said business activity are displayed where visible from any public or private road within Streamview Subdivision (d) the business activity does not increase the liability or casualty insurance obligation or premium of the association and (e) the business activity does not constitute a nuisance or hazardous or offensive use as may be determined in the sole discretion of the Board

4 7 No Hazardous Activities No activities shall be conducted on the property and no improvements shall be constructed on the property that are or might be unsafe or hazardous to any person or property

4 8 Mining or Drilling No portion of the property shall be used for the purpose of blasting mining quarrying drilling boring or exploring for or removing water oil gas or other hydrocarbons minerals rocks stones sand gravel or earth This Section shall not prohibit exploratory drilling or coring which is necessary to construct improvements including without limitation water facilities

4 9 Insurance Rates Nothing shall be done or kept on the property and/or any building lot that will increase the rate of or cancel any insurance on any other portion of the property without the approval of the owner(s) of such other portion nor shall anything be done or kept on the property and/or any building lot that would result in the cancellation of insurance on any portion of the property owned and/or managed by the association or which would be in violation of any law

4 10 Recreational Vehicles Owners of RV's such as motor homes motor coaches campers camping trailers utility trailers snowmobiles boats or all terrain vehicles may locate such vehicle within the Streamview Subdivision on such owners building lot driveway for a period not to exceed 72 hours except as prohibited and in compliance with City of Star codes 5-2-5 5-2-7 5-2-8 and 5-2-9B (Ref Exhibit-D) An exception to the 72 hr limit for minor repair/maintenance that can be accomplished on such owners building lot driveway may be granted by the Board of Directors upon homeowner written request

4 10 1 Abandoned, Inoperable or Oversized Vehicles and Equipment Abandoned inoperable dilapidated unsightly (that is any vehicle which has not been driven under its own propulsion for a period of three (3) days or longer) oversized vehicles (that is vehicles which are too high or too wide to clear the entrance of an approved residential garage door opening) equipment such as snow removal garden maintenance or other unsightly equipment or machinery shall be enclosed



## Streamview Home Owners Association CC&R's

in a structure or by a 6' fence approved by the ACC so that such vehicles, equipment or machinery is not visible from the street. The Board or its agent may remove any vehicles, equipment or machinery in violation of this section at any time after giving the owner fifteen (15) days written notice of the Board's intent to do so. For any such vehicles removed, the Owner shall reimburse the Board for the cost thereof. Such cost shall be a limited assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein.

4.11 Animals/Pets. No animals, birds, insects, poultry or livestock shall be kept on the property. This section is not intended to prohibit the keeping of up to (3) three domesticated dogs up to two (2) domesticated cats and other typical household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generalities of the foregoing, consistent and/or chronic barking by dogs or similar sounds by other household pets shall be considered a nuisance. Each dog or similar household pet in Streamview Subdivision shall be kept on lead, curbed & otherwise controlled at all times when animal is off the premises of its owner and shall be kept in compliance with all applicable state and local laws and ordinances. Such owner shall clean up any animal defecation immediately from any Common Area or public right-of-way. Failure to do so may result in a Limited Assessment levied against such animal owner. (Ref. amendment #2. Vote recorded 11/14/06.)

The construction of dog runs or other pet enclosures shall be appropriately screened, maintained in a sanitary condition, placed a minimum of ten (10) feet from the side and/or rear building lot line, screened from view so as not to be visible from Common Area or any adjacent building lot, and shall not be placed in any front yard of a building lot.

4.12 No Mobile Homes or Temporary Structures. No house trailer, manufactured home, mobile home, tent (other than for short term recreational use), shack or other temporary building shall be placed upon any portion of the property except temporarily as may be required by construction activity undertaken on the property, provided however that a mobile office may be placed upon a portion of the property and/or Common Area by SVHOA (Ref. amendment #3. Vote recorded 6/17/09.)

4.13 Drainage. There shall be no interference with the established drainage pattern over any portion of the property unless an adequate provision is made for proper drainage and is first approved in writing by the Board. 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 or that drainage which is shown on any plans approved by the Board, which may include drainage from a Common Area over a building lot in the property. The association shall maintain the drainage and the roadway swales pursuant to the Storm Drainage Swale Operation and Maintenance manual for Streamview Subdivision attached hereto as exhibit B and incorporated herein by reference.

4.14 Trash/Recycle Containers. Trash and/or recycle containers shall be enclosed in a structure or behind a 6' fence approved by the ACC, except when at curbside for collection.

4.15 Grading. All improvements must be placed on the building lot in accordance with the grading plan approved by the City of Star, federal guidelines and guidelines of the Streamview Subdivision engineer. The owner of any building lot within the property in which grading or other work has been performed pursuant to a grading plan approved under the applicable federal, state and/or local laws or ordinances, as applicable, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agencies, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Limited Assessments provided for herein. Each owner shall grade and drain such owner's individual building lot (and maintain that grading and drainage) to prevent the runoff or drainage of water into any adjacent building lots. Each owner shall also refrain from using excessive irrigation water that overflow onto adjacent property.

## Streamview Home Owners Association CC&R's

(Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto) SVHOA shall have no duty to grade any property. All grading and elevations shall be done by each owner. All building lots shall be graded by owner at the time of building (and such grading shall be maintained thereafter) so that

- A) the building lot will drain sufficiently away from any foundation with a proper slope to keep water out of the crawl space of the home
- B) drainage shall be directed to the side rear and front yards and not to any adjacent property
- C) grading and drainage shall comply with all applicable building code requirements and
- D) the top of any foundation wall must be eighteen inches (18 ) above the lowest sidewalk elevation adjacent to the building lot

It shall be the specific affirmative duty of each owner to prevent any water on that owner's building lot from draining onto any other owner's building lot (and/or into any neighboring crawl spaces). In the event that an owner does not adequately maintain the grade, drainage and slope of the building lot as provided herein or uses excessive irrigation water such that water flows off such owner's building lot onto an adjacent property causing damage or injury, the offending owner may be liable for any damages occurring as a result and may be liable for all of the costs of remedial actions to correct the problem should the offending owner fail to correct the problem. Any damage and costs together with interest at the rate which accrues on judgments and all costs of collection which may be paid or incurred including reasonable attorneys' fees may be assessed against such building lot and collected as a Limited Assessment.

4.16 Water Supply Systems. No separate or individual water supply system regardless of the proposed use of the water to be delivered by such system shall be permitted on any building lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Idaho Department of Water Resources and SVHOA.

4.17 Water Rights Appurtenant to Subdivision Lands. Interest in shares of water in Middleton Mill Ditch Company and Middleton Irrigation Association, Inc. have been transferred to SVHOA and such will be utilized to provide water to the irrigation system defined below that will supply non-potable irrigation water to the property as provided further herein. Accordingly, owner's of any building lot(s) shall have no rights, title or interest in any of such water, water rights, ditch, ditch rights, storage or storage rights except through membership and participation in the SVHOA.

Each owner, by accepting and recoding a deed to a building lot or by occupying any building lot, acknowledges and agrees that the property is in the Middleton Mill Irrigation District (hereinafter District). The water in District has not been transferred from this property; each owner of any building lot is subject to all assessments levied by District or other water supplier and/or the Association. Each building lot owner shall be responsible for any levies attributable to such building lot by the District or other water supplier and/or the association, and water assessments are a lien upon each building lot. Each owner or occupant of any building lot specifically releases and waives any and all claims of any kind against SVHOA, SVHOA's agents, employees, officers, members and directors relating to irrigation water or the lack of it or the quantity or quality of it in Streamview Subdivision.

4.18 Energy Devices, Outside. No energy production devices, including without limitation generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the property without the written approval of the Board of the ACC except for heat pumps shown in the plans for a residential structure and as approved by the Board of the ACC. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure or any back-up devices necessary for utility pump stations.



## Streamview Home Owners Association CC&R's

4 19 Signs No signs of any kind including without limitation for sale or for rent that are more than six (6) square feet in size shall be displayed on or from any portion of the property except those signs approved by the Board

4 20 Antennae No external radio antenna television antenna except satellite dish type antenna or other antenna of any type shall be erected or maintained on the property unless such is located to the rear of the residential structure and reasonably screened from view of other owners

4 21 No Further Subdivision No building lot can be further subdivided unless expressly approved in writing by the Board/ACC and consistent with all applicable state and local laws and ordinances

4 22 Leasing All building lots must be owner occupied and cannot be placed for rent (except in the case of emergency or other good cause as determined by the Board) for the first year following completion of and issuance of the final certificate of occupancy for a residential structure on the building lot Following the first year of occupancy the owner of a building lot shall have the right to lease such building lot and residential structure thereon subject to the following conditions (a) all leases shall be in writing (b) such lease shall be specifically subject to the project documents and any failure of the a tenant to comply with the project documents shall be a default under the lease and (c) the owner shall be liable for any violations of the project documents committed by the tenant of such owner without prejudice to the owner's right to collect any sums from such tenant paid by the owner on behalf of the tenant

4 23 Compliance with Laws Subject to the rights of reasonable contest each owner shall promptly comply with the provisions of all applicable laws regulations ordinances and other governmental or quasi-governmental regulations with respect to all of any portion of the property

### ARTICLE V ASSOCIATION

5 1 Organization of Association The association shall be legally organized as an Idaho Nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and vested with the powers prescribed by law and set forth in the Articles and Bylaws of the association and this declaration Neither the articles or bylaws of the association shall be amended or otherwise changed or interpreted so as to be inconsistent with this declaration

5 2 Members of the Association The members shall be all owners of building lots and shall have one membership in the association Membership in the association shall be appurtenant to the building lots owned by such owner The memberships in the association cannot be terminated and shall not be transferred pledged assigned or alienated in any way except upon the transfer of an owner's title in and to such owner's building lot and then only to the transferee of such title

5 3 Voting The association will have one class of membership

5 3 1 Class A Member Class A Members shall be all owners of building lots and members shall be entitled to one (1) vote per residential building lot owned

5 4 Board of Directors and Officers The affairs of the association shall be conducted and managed by such officers as the Board may elect or appoint in accordance with the articles and bylaws of the association The board shall be comprised of class A members so long as they own any building lot For purposes of voting at board meetings each member when acting in their capacity as Board members shall have the same number of votes as provided in section 5 3 1 above The association may exercise any right or privilege given to the association expressly by this declaration and the project documents or as reasonably implied from or reasonably necessary to effectuate any such right or privilege

## **Streamview Home Owners Association CC&R's**

### **5 5 Powers and Duties of the Association**

**5 5 1 Powers** The association shall have all the powers of a nonprofit corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the project documents and to do and perform any and all acts which may be necessary proper and/or incidental to the proper management and operation of the association s business and the Common Areas and the performance of the other responsibilities herein enumerated including without limitation

**5 5 1 1 Assessments** The power to levy assessments and to enforce payment of such assessments all in accordance with the provisions of this declaration This power shall include the right of the association to levy assessments on any owner or any portion of the property to cover the operation and maintenance costs of Common Area

**5 5 1 2 Right of Enforcement** The association shall be the primary entity responsible for the enforcement of this declaration The power and authority from time to time in its own name on its own behalf or on behalf of any owner or owner s who consent thereto to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the project documents and to enforce by injunction or otherwise all provisions thereof The association after reasonable notice to the offender and/or to the owner may remove any improvement constructed reconstructed refinished removed added altered or maintained in violation of this declaration and the owner of the improvements shall immediately reimburse the association for all expenses incurred with such removal

**5 5 1 3 Delegation of Powers** The authority to delegate its power and duties to committees officers employees or to any person to act as manager for the maintenance repair replacement and operation of any Common Area The association and the members of the association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated

**5 5 1 4 Association Rules** Association shall have the power to adopt amend and repeal such association rules and regulations as the associations deems reasonable The association shall be the primary entity responsible for enforcement of the association rules if any The association may govern the use of Common Area by owners their families invitees licensees tenants or contract purchasers including without limitation the use of Common Area of organized recreational activities provided however that the association rules shall apply equally to all owners and shall not be inconsistent with this declaration A copy of the association rules as they may from time to time be adopted amended or repealed shall be mailed or otherwise delivered to each owner Upon such mailing or delivery the association rules shall have the same force and effect as if they were set forth in and were a part of this declaration

**5 5 1 5 Emergency Powers** The power exercised by the association or by any person authorized by the association to enter upon any portion of the property (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the association is responsible  
Such entry shall be made with as little inconvenience to the owner of such portion of the property as practicable and any damage caused thereby shall be repaired by the association

**5 5 1 6 Licenses, Easements and Rights-of-Way** The power to grant and convey to any third party such licenses easements and rights-of-ways in on under and about Common Area as may be necessary or appropriate for the orderly construction of improvements maintenance preservation and enjoyment of the same

## Streamview Home Owners Association CC&R's

5 5 2 Duties In addition to duties necessary and proper to carry out the power delegated to the association by the project documents the association or its agents if any shall have the authority and obligation to conduct all business affairs of the association and to perform without limitation each of the following duties

5 5 2 1 Operation and Maintenance of Common Area Operate maintain and otherwise manage or provide for the operation maintenance and management of Common Area

5 5 2 2 Reserve Account Establish and fund a reserve account with a reputable banking institution or title insurance company authorized to do business in the State of Idaho which reserve account shall be dedicated to the costs of repair replacement maintenance and improvements of Common Area and without limitation and with the approval of the Board of Directors expenditures that may occur from time to time that are not expressly budgeted

5 5 2 3 Taxes and Assessments Pay all real and personal property taxes and assessments separately levied against the Common Area Such taxes and assessments may be contested by the association provided however that such taxes and assessments are paid or a bond insuring payment is posted prior to the sale or deposition of any property to satisfy the payment of such taxes and assessments

5 5 2 4 Tax Returns Timely file any and all tax return(s) with the appropriate governmental entity

5 5 2 5 Utilities Acquire provide and/or pay for water sewer garbage disposal refuse and rubbish collection and other necessary services for Common Area and/or manage for the benefit of Streamview Subdivision all water and water rights ditch and ditch rights and storage and storage rights if any and rights to receive water held by the association if any whether such rights are evidenced by license permit claim decree stockownership of otherwise

5 5 2 6 Insurance Obtain insurance from any reputable insurance company authorized to do business in the State of Idaho and maintain in effect any insurance policy the Boards deems necessary of advisable and to the extent possible to obtain including without limitation the following policies of insurance

(A) Fire insurance including those risks embraced by coverage of the type known as the broad form All Risk or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all improvements equipment and fixtures located within Common Area

(B) Comprehensive public liability insurance insuring the Board the Association and their agents and employees invitees and guests of each against any liability incident to the ownership and/or use of Common Area Limits on liability of such coverage shall be as follows not less than One Million Dollars (\$1 000 000) per occurrence with respect to personal injury or death and Five hundred Thousand Dollars (\$500 000) per occurrence with respect to property damage

(C) Such other insurance to the extent necessary to comply with all applicable laws and indemnity faithful performance and fidelity and/or other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of the association funds or other property

(D) The Association shall be deemed trustee of the interests of all owners in connection with any insurance proceeds paid to the Association under such policies and shall have full power to receive such owner's interests in such proceeds and to deal therewith

Insurance premiums for the above insurance coverage shall be deemed a common expense to the included in the regular Assessments levied by the Association



## **Streamview Home Owners Association CC&R's**

5 5 2 7 Newsletter, Community-Wide Activities If the association so elects prepare and distribute a newsletter on matters of general interest to Association members and/or organize Streamview Subdivision's community-wide activities the cost of which shall be included in regular Assessments

5 5 2 8 Rule Making Make establish promulgate amend and repeal such Association Rules as the Association shall deem advisable

5 5 2 9 Board Appoint and remove officers of the Board subject to the provisions of this declaration by simple majority vote of Board members

5 5 2 10 Enforcement of Restrictions and Rules Perform such other acts whether or not expressly authorized by this declaration as may be reasonably advised or necessary to enforce any of the provisions of the project documents and any and all state or local laws ordinances rules and regulations Also including without limitation the recordation of any claim or lien with the Ada County recorder's office as more fully provided herein

5 6 Annual Meeting The association shall hold an annual meeting each year and the first annual meeting shall be held during the month of May of the first calendar year following the first sale of the first building lot in the property Subsequent regular annual meetings and special meetings of the Association shall be held as provided in the Bylaws Notice of annual or special meetings of the association shall be delivered to all members of the association as provided in the Bylaws All meetings shall be held within the property or as close thereto as practicable at a reasonable place selected by the Board All members of the association are encouraged to attend all annual meetings of the association

5 7 Budgets and Financial Statements Financial statements for the association shall be prepared regularly and upon request copies shall be distributed to each member of the association as follows

5 7 1 A pro forma operating statement or budget for each fiscal year shall be available for distribution not less than sixty (60) days before the beginning of each fiscal year The operation statements shall include a schedule of assessments received and receivable

5 7 2 Within (90) days after the close of each fiscal year the association shall cause to be prepared and available to each owner a balance sheet as of the last day of the association's fiscal year for the association and annual operating statements reflecting the income and expenditures of the association for the fiscal last year

5 8 Manager The association may employ or contract for the services of a professional manager or management company The professional manager so employed or contracted with shall not have the authority to make expenditures chargeable against the association except upon specific prior written approval and direction by the Board

5 9 Personal Liability No member of the Board or member of any committee of the association or any officer of the association or the manager if any shall be personally liable to any owner or to any other party including without limitation the association for any damage loss or prejudice suffered or claimed on the account of any act omission error or negligence of the association the Board the manager if any or any officer committee or other representative or employee of the association or the Board provided that such person upon the basis of such information as may be possessed by such person has acted in good faith without willful or intentional negligence and/or misconduct

## Streamview Home Owners Association CC&R's

### ARTICLE VI RIGHTS TO COMMON AREAS

6.1 Use of common Area Every owner shall have a right to use each parcel of Common Area which right shall be appurtenant to and shall pass with the title to every building lot subject to the following provisions

6.1.1 The right of the association holding or controlling such Common Area to levy and increase assessments for the construction maintenance repair management and operation of improvements on Common Area including the right to special assessments

6.1.2 The right of the association to suspend the voting rights and rights of use or interest in Common Area by an owner for any period during which any assessment or charge against such owner's building lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the association rules

6.1.3 The right of the association to dedicate or transfer all or any part of Common Area to any public agency authority or utility or other person as provided further herein

6.1.4 The right of the association to prohibit the construction or improvements on all Common Areas

6.1.5 The right of the association to adopt rules regulating the use and enjoyment of the Common Area including rules restricting use of the Common Area to occupants of building lots and their guests and rules limiting the number of guests who may use the Common Area

6.1.6 The right of the association to permit use of the Common Area by persons other than owners their families tenants and guests upon payment of use fees established by the Board There is hereby reserved to all authorized users of the Common Area an easement over the remaining Common Area for direct ingress and egress to and from such Common Area being leased

6.1.7 The Common Area may not be mortgaged or conveyed without the approval of at least two-thirds (2/3) of the total voting power in the association If ingress or egress to any building lot is through Common Area any conveyance or encumbrance of Common Area shall be subject to an easement in favor of the owners of such building lots for the purpose of ingress and egress

6.2 Designation of Common Area The Common Area of the Streamview Subdivision are those Common Area lots identified on the plat including without limitation  
Lot 1 Block 1 Landscape buffer subject to Middleton Mill Irrigation District Easement-  
Lot 22 Block 1 Recreation area subject to Middleton Mill Irrigation District Easement and pedestrian pathway connection N Devon Pl to N Tressa Pl  
Lot 3 Block 3 Recreation area subject to Middleton Mill Irrigation District Easement  
Lot 1 Block 4 Landscape entry island subject to utility easement

Designation of right of use Any owner may delegate in accordance with the project documents such owner's right of enjoyment to Common Area to the members of such owner's family in residence and such owner's tenants or contract purchaser's who reside on owner's building lot

6.3 Damages Each owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the owner such owner's resident tenant or contract purchaser of such owner's family or guests both minor and adult The cost of correcting such damage shall be a limited assessment against such owner(s) building lot(s) and may be collected as provided herein for the collection of other assessments



## Streamview Home Owners Association CC&R's

### ARTICLE VII ASSESSMENTS

7 1 Covenant to Pay Assessments By the acceptance of a deed to any building lot each owner thereby covenants and agrees to pay when due all Assessments or charges made by the association including all regular special and limited assessments and charges made against such owner pursuant to the provisions of the declaration any supplemental declaration or other applicable project document

7 1 1 Assessment Constitutes Lien Such assessments and charges together with late charge(s) interest costs and reasonable attorneys fees which may be incurred in collecting The same shall be a continuing lien upon the property against which each such assessment or charge is made

7 1 2 Assessment Is Personal Obligation Each such assessment together with late charge(s) interest costs and reasonable attorney s fees shall be the personal obligation of the owner beginning at the time the assessment becomes due No owner shall be exempt from such obligation by a waiver or by lease or abandonment of such owner s building lot The association has the right to suspend the voting rights for such owner for any period during which any assessment or charges against such owners building lot remain unpaid

7 2 Uniform Rate Of Assessment All assessments must be fixed at a uniform rate for each building lot

7 3 Date of Commencement of Assessments The obligation to pay assessments shall commence as to each building lot on the first day of the month following (a) the month in which the building lot is made subject to this declaration or (b) the month in which the Board first determines a budget and levies assessments pursuant to this article whichever is later The first annual regular assessment levied on each building lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the building lots

7 4 Exempt Property The following property shall be exempt from payment of regular assessments and special assessments (a) all Common Area (b) any property dedicated to and accepted by any governmental authority or public utility and (c) lot 40 block 1 (collectively the exempt property )

7 5 Capitalization of Association and Other Fees Upon acquisition of record title to a building lot by the first owner thereof a contribution shall be made by or on behalf of the owner to the working capital of the association in an amount equal to three hundred and no/100 dollars (\$300 00) This amount shall be in addition to not in lieu of the annual regular assessment and shall not be considered an advance payment of such assessment The amount shall be deposited into the purchase and sales escrow and disbursed from there to the association for use in covering operating expenses and other expenses incurred by the association pursuant to the terms of this declaration and the project documents

7 6 Regular Assessments All owners are obligated to pay regular assessments to the association on a schedule of payments established by the Board

7 6 1 Purpose of Regular Assessments The proceeds from regular assessments are to be used for all costs and expenses incurred by the association including attorney s fees and other professional fees for the conduct of such association affairs including without limitation the costs and expenses of construction improvement maintenance repair management and operation of Common Areas and all other improvements located on such areas owned and/or managed and maintained by the association (the operating expenses ) and an amount allocated to an adequate reserve fund to be used for repair replacement maintenance and improvement to those elements of Common Area or other property of the association that must be replaced and

## **Streamview Home Owners Association CC&R's**

maintained on a regular basis (the Repair Expenses ) The operating expenses and the repair expenses are collectively referred to herein as the Expenses

**7 6 2 Computation of Regular Assessments** The association shall compute the amount of expenses on an annual basis The Board shall compute and levy the amount of regular assessments for the first fiscal year within six (6) months following the month in which the closing of the first sale of a building lot occurs for the purposes of the association's regular assessment ( Initiation Date ) Thereafter the computation of regular assessments by the association shall take place not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the association The computation of the regular assessment for the period from the initiation date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year then until such time as a budget is determined the budget in effect for the immediately preceding year shall continue for the current year The regular assessment shall be set at a level which is reasonably expected to produce total income for the association equal to the total budgeted expenses including reserves In determining the level of assessments the Board in its discretion may consider other sources of funds available to the association In addition the Board shall take into account the number of building lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of building lots reasonably anticipated to become subject to assessment during the fiscal year

**7 6 3 Amount Paid by Owners** The Board can require in its discretion payment of regular assessments in monthly quarterly semi-annual or annual installments The regular assessments to be paid by any particular owner for any given fiscal year shall be computed by dividing the association's total advance estimate of expenses by the number of building lots (excluding exempt property)

### **7 7 Special Assessments**

**7 7 1 Purpose and Procedure** In the event the Board shall reasonably determine that the regular assessment for a given calendar year is or will be inadequate to meet the expenses for any reason including without limitation costs of construction improvement maintenance repair management and operation of improvements upon Common Area attorney's fees and/or litigation costs other professional fees or for any other reason the Board shall determine the approximate amount necessary to defray such expenses and levy a special assessment against the residential building lots which shall be computed in the same manner as regular assessments Such special assessment determined by the Board shall be ratified by the members at a meeting as provided immediately below

**7 7 2 Consistent Basis of Assessment** Every special assessment shall be levied and paid upon the same basis as regular assessments

**7 8 Limited Assessments** Notwithstanding the above provisions with respect to regular and special assessments the Board may levy a limited assessment against a member as a remedy to reimburse the association for costs incurred in bringing the member and/or such member's building lot into compliance with the provisions of the project documents or for damage caused by the owner or any of such owner's family representatives or invitees to any Common Area

**7 9 Assessment Period** Unless otherwise provided in the project documents the regular assessment period for the association shall be quarterly or as otherwise determined by the Board The first assessment shall be pro-rated according to the number of months remaining in the current quarter and shall be payable in equal installments The regular assessments to be paid by any particular owner for any given quarter shall be computed by dividing the association's total advance estimate of expenses by the number of building lots (excluding the exempt property)

## **Streamview Home Owners Association CC&R's**

**7 10 Notice and Assessment Due Date** Thirty (30) days prior written notice of regular and special assessments shall be sent by the association to the owner of every building lot and to any person in possession of such building lot. The due dates for installment payments of regular and special assessments shall be the first day of each month unless some other due date is established by the Board. Each installment of the regular or special assessment shall become delinquent if not paid within fifteen (15) days after due date. There may accrue solely at the Board's discretion on each delinquent installment payment a late charge equal to twenty-five and no/100 dollars (\$25.00). The association may bring an action against the delinquent owner and may foreclose the lien against such owner's building lot as more fully provided herein.

**7 11 Reserve Budget and Capital Contribution** The Board shall annually prepare reserve budgets for both general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the association as shown on the budget with respect both to amount and timing by annual regular assessments over the budget period.

**7 12 Estoppel's Certificate** The association upon at least twenty (20) days prior written request shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether to the knowledge of the association a particular owner is in default under the provisions of this declaration and further stating the dates through which any assessments have been paid by such owner. Any such statement delivered pursuant to this section 7 12 may be relied upon by any prospective purchaser or mortgage holder of owner's building lot. Reliance on such statement may not extend to any default of such owner of which the signor of such statement shall have had no actual knowledge.

### **ARTICLE VIII ENFORCEMENT OF ASSESSMENTS LIENS**

**8 1 Right to Enforce** The association has the right to collect and enforce assessments pursuant to the provisions hereof. Each owner of a building lot shall be deemed to covenant and agree to pay each assessment provided for in the declaration and agrees to the enforcement of all assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any assessment whether by suit or otherwise or to enforce compliance with or specific performance of the terms and condition of this declaration, each owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such owner.

The Board or its authorized representative(s) may enforce the obligations of owners to pay such assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

#### **8 2 Assessment Liens**

**8 2 1 Creation** There is hereby created a claim of lien on each and every building lot to secure payment of any and all assessments levied against such building lot pursuant to this declaration together with interest at the rate which accrues on judgments and all costs of collection which may be paid or incurred by the association including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this declaration shall constitute a lien on such respective building lots upon recordation of a claim of lien with the Ada County Recorder's Office. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any building lot and assessments on any building lot in favor of any municipal or other governmental assessing body which by law would be superior thereto.



## **Streamview Home Owners Association CC&R's**

**8 2 2 Claim of Lien** Upon default of any owner in the payment of any regular special or limited assessment the association may cause to be recorded in the Ada County Recorder's Office a claim of lien. The claim of lien shall state the amount of each delinquent sums and other authorized charges (including the cost of recoding such notice) a sufficient description of the building lot(s) against which the same have been assessed and the name of the record owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien but any number of defaults may be included within a single notice and claim of lien. Claim of lien shall be initiated no sooner than (3) three months or later than (6) months from date of delinquency. Upon payment to the association of such delinquent sums and charges in connection therewith or other satisfaction thereof the association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charge. The association may demand and receive the cost of preparing and recoding such release before recoding the same.

**8 3 Method of Foreclosure** Such lien may be foreclosed pursuant to any applicable Idaho law and/or proceeding. The Board is authorized to appoint an attorney any officer or director of the association or any title company authorized to do business in Idaho as trustee for the purpose of conducting foreclosure to the extent allowed by applicable law.

**8 4 Subordination to Certain Mortgages** The lien for the assessments provided for herein in connection with a given building lot shall not be subordinate to the lien of any mortgage except the lien of a first mortgage given and made in good faith and for value that is of record as an encumbrance against such building lot prior to the recordation of a claim of lien for the assessments. Except as expressly provided in the article with respect to a mortgage holder of the first mortgage who acquires title to a building lot the sale of transfer of any building lot shall not affect the assessment lien provided for herein not the creation thereof by the recordation of a claim lien on account of the assessments becoming due whether before on or after the date of such sale or transfer nor shall such sale or transfer diminish or defeat the personal obligation of any owner for delinquent assessments as provided for in the declaration.

### **ARTICLE IX INSPECTION OF THE ASSOCIATION BOOKS AND RECORDS**

The membership register books of account and minute of meetings of the Board shall be made available to inspection and copying by any member or by such member's duly appointed representative at any reasonable time and for a purpose reasonably related to such member's interest as a member from the Secretary of the association or at such other place as the Board shall prescribe.

### **ARTICLE X ARCHITECTURAL CONTROL COMMITTEE**

**10 1 ACC Creation, Right to Appointment** The Board shall appoint (3) three individuals to serve on the ACC. The ACC shall have exclusive jurisdiction over all original construction or improvements on any portion of the property or any other real property annexed as provided further in article XVI.

**10 2 Improvements Generally** No improvements on any portion of the property whether permanent or temporary shall be constructed reconstructed placed or removed from the property except those placed or removed by SVHOA without prior approval of the ACC. In the event the ACC fails to approve or disapprove such request within thirty (30) days after such request has been submitted in writing approval shall not be required and such request shall be deemed to be in compliance with this section 10 2. Nothing contained in this section 10 2 limits any owner's obligation and duty to ensure that such owner's building lot improvements are in compliance with this declaration any supplemental declaration any other project documents and applicable state or local laws.

**10 3 Expenses** The ACC shall have the right to charge a reasonable fee for each application submitted to the ACC for review and any request for improvements made to building lots in an amount which may be established by the ACC from time to time and such fees shall be

## Streamview Home Owners Association CC&R's

collected by the ACC and remitted to the association to help defray the expenses of the ACC's operation including reasonable payment to each member of the ACC for their services as provided herein

**10.4 Non-Liability of ACC** Approval by the ACC shall not imply that improvements meet any applicable federal, state and/or local laws and ordinances and does not assure approval of the improvements by any appropriate governmental or quasi-governmental agency, board or commission. Applicant or owner shall ensure that such improvements meet any and all applicable federal, state and/or local laws and ordinances. Notwithstanding that the ACC has approved improvements, plans and specifications, neither the ACC nor any of their members shall be responsible or liable to the association or to any person or owner with respect to any loss, liability claim or expense which may arise by reason of such approval of the improvements, unless due to willful misconduct or bad faith of the ACC.

**10.5 Enforcement** Any improvement placed or made in violation of the article shall be deemed to be nonconforming. Upon written request from the ACC, such offending owner shall, at its own cost and expense, remove such improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an owner fail to remove and restore as required, the ACC or its designees shall have the right to enter the building lot, remove the violation, and restore the building lot to substantially the same condition as previously existed. All costs, together with the interest at the rate which accrues on judgments and all costs of collection which may be paid or incurred by the ACC, including reasonable attorneys' fees, may be assessed against the building lot and collected as a limited assessment.

### ARTICLE XI EASEMENTS

**11.1 Owners Easements of Enjoyment** Every owner shall have a nonexclusive easement for the use and enjoyment of Common Area which shall be appurtenant to and shall pass with the title to every building lot.

**11.2 Delegation of Use** Any owner may delegate, in accordance with the project documents, such owner's right of enjoyment in Common Area to such owner's tenants, employees, family, guests or invitees.

**11.3 Recorded Easements** The property shall be subject to all easements shown on any recorded plat affecting the property or any portion thereof and to any other easements of record or of use as of the date of recordation of this declaration.

**11.3.1 Middleton Mill Irrigation District Easements** Portions of block 1, lots 4 through 23 and lots 30, 31 and 40 contain a fifteen foot (15') wide irrigation easement from the top of the bank of the Middleton Canal as granted to Middleton Mill Irrigation District for the purposes of operation and maintenance of the Middleton Canal. No improvements, landscaping (except grass), fences or other structures shall be constructed or placed over such easement, and neither owners nor the association shall interfere with access to such easements by the Middleton Mill Irrigation District. In the event grass is planted on the easement area, the association shall maintain and mow the grass at least twice a month during the season, March through September. Except for the grass maintenance set forth in the immediately preceding sentence, the Middleton Mill Irrigation District shall maintain such easements on all affected Common Area and building lots pursuant to that certain agreement between Middleton Ditch Company and Middleton Irrigation Association, Inc. recorded in the official records of Ada County as Instruments No. 105139688 and No. 106096324 made a part hereof by reference and available through the ACC.

The perimeter fencing for Lots 4-16, Block 1 has been sleeved and is removable. This fencing must remain removable at all times in order to provide access to Middleton Mill Irrigation District along the Middleton Canal if needed and homeowner will be financially responsible for removal of such improvements if so directed by the Middleton Mill Irrigation District.



## **Streamview Home Owners Association CC&R's**

**11 4 Easement of Encroachment** There shall be reciprocal appurtenant easements of encroachment as between each building lot and such portion or portions of Common area adjacent thereto or as between adjacent building lots due to the inadvertent placement or settling or shifting of improvements constructed reconstructed or altered thereon in accordance with the terms of this declaration Easements of encroachment shall be valid only so long as they exist and the rights and obligation of owners shall not be altered in any way because of encroachments settling or shifting of the improvements provided however that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an owner

**11 5 Easement of Access** SVHOA expressly reserves for the benefit of all the property reciprocal easements of ingress and egress for all owners to from over and across their respective building lots for installation and repair of utility services for drainage of water over across and upon adjacent building lots and Common Areas resulting from the normal use of adjoining building lots and Common Areas and for necessary construction maintenance and repair of any improvement Easements may be used by SVHOA and all owners their guests tenants and invitees residing on or temporarily visiting the property for such purposes reasonably necessary for the use and enjoyment of a building or Common Area

**11 6 Drainage and Utility Easements** Notwithstanding anything expressly or impliedly contained to the contrary the property shall be subject to all easements theretofore or hereafter for the installation and maintenance of utilities and/or drainage facilities that are required for the development of the property In addition SVHOA hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the property as appropriate to utility companies and/or public agencies as necessary or expedient for the proper maintenance of the property

**11 7 Improvements of Drainage and Utility Easement Areas** The owners of building lots are hereby restricted and enjoined from construction or altering any improvements upon any drainage and/or utility easement area as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose

**11 8 Rights and Duties Concerning Utility Easements** The rights and duties of owners of the building lots within the property with respect to utilities shall be governed by the following

**11 8 1** Whenever utility house connections are installed within the property which connections or any portions thereof lie in or upon building lots owned by an owner other than the owner of the building lot served by the connection the owner of the building lot served by the connection shall have the right and is hereby granted an easement to the full extent necessary therefore to enter upon any building lot or to have their agent enter upon any building lot within the property in or upon which such connection or any portion thereof lie to repair replace and generally maintain the connections as and when it may be necessary

**11 8 2** Whenever utility house connections are installed within the property which connections serve more than one building lot the owner of each building lot served by the connection shall be entitled to full use and enjoyment of such portions of such connections as service such owner's building lot

**11 9 Easement Deemed Created** All conveyances of building lots made after the date of the recording of the declaration as the same may be amended and supplemented from time to time whether by SVHOA or otherwise shall be construed to grant and reserve the easements contained in this article even though no specific reference to such easements or to this article appears in the instrument for such conveyance

## Streamview Home Owners Association CC&R's

**11 10 Reservation for Expansion** SVHOA hereby reserves to itself and for owners of building lots a perpetual easement and right-of-way for access over upon across and through the property for construction utilities drainage ingress and egress and for the use of Common Area. The location of these easements and rights-of-ways must be approved by the ACC and may be documented by recorded instruments.

**11 11 Emergency Easement** A general easement is hereby granted to all police sheriff fire protection ambulance and all other similar emergency agencies or persons to enter the property in the proper performances of their duties.

**11 12 Associations Responsibility** The association shall maintain and keep Common Area in good repair such maintenance to be funded as provided herein. This maintenance shall include without limitation maintenance repair and replacement subject to any insurance then in effect of all landscaping structures and improvements situated within Common Area.

### ARTICLE XII IRRIGATION WATER

**12 1 Irrigation System** Each building lot shall have access to a pressured urban irrigation water system ( irrigation system ) and irrigation water when seasonably available will be supplied through the irrigation system. It is contemplated that the irrigation system shall be for use by both the owners of Streamview Subdivision and the owners of Stevens Springs Subdivision as may be determined by the governing documents of such subdivision. The irrigation system shall be owned maintained and operated by the Stevens Springs homeowners association and the SVHOA with all operations and maintenance costs billed proportionately to owners of Streamview Subdivision and Stevens Springs Subdivision. That portion billed to the owners of Streamview Subdivision shall be paid proportionately by each building lot owner for the cost of maintenance and operation of the irrigation system. Use of and assessments in connection with the irrigation system shall be subject to such rules and regulations of the association governing use of the irrigation system.

**12 2 Irrigation Committee, Creation, Right to Appointment** The Board shall appoint two (2) individuals to serve on the irrigation committee who shall serve and may be removed at the Board's discretion. Because the irrigation system serves both Streamview Subdivision and the Stevens Springs Subdivision the irrigation committee shall also contain two (2) members from the Stevens Springs Subdivision as initially appointed by DHD. Any action or decision made by three (3) members of the irrigation Committee shall be binding on the entire irrigation committee. Payments due and owed in connection with the operation and maintenance of the irrigation system shall be paid sixty percent (60%) by Stevens Springs Subdivision and forty percent (40%) by the Streamview Subdivision.

**12 3 Non-Potable Water** The non-potable irrigation system contains inherent dangers. Use of the irrigation system shall be subject to such rules regulations laws and ordinances as may be adopted and amended from time to time of the local jurisdiction the District State of Idaho and federal government if any and the association governing the use of the irrigation system including without limitation all requirements of the Idaho Rules for Public Drinking Water Systems. Each owner shall clearly mark every non-potable water tap on such owner's building lot with a warning label or sticker and shall maintain such label or sticker. No owner nor any other person claiming right under any owner shall cause or allow to be caused any connection between the domestic water system and the irrigation system. Cross-connection of any type or kind whatsoever between the non-potable irrigation system and potable water lines are strictly prohibited.

**12 4 Water Unreliable** The area where Streamview Subdivision is located is desert. Irrigation water is not always reliable and such water is not unlimited. Irrigation water may not be available due to without limitation drought harsh weather conditions government actions.

## **Streamview Home Owners Association CC&R's**

system breakdowns transmission failure overuse by building lot owners or any other causes Each owner assumes the risk of any water shortage and in the event that there is a water shortage each owner must be prepared to use such owners domestic water supply No building lot shall have any right to an extended water season and district nor the association shall have an obligation to provide water over an extended season or supplemental water All costs of extended season or supplemental water if any shall be included at the cost of operation of the irrigation system and shall be assessed to the building lot

**12 5 Rotation** No building lot in the Streamview Subdivision shall have any right to or assurance of a continuous or unlimited supply of irrigation water from the irrigation system Nor is any building lot guaranteed enough water from the irrigation system to irrigate all of the landscaping on the building lot Each building lot shall be subject to and each building lot owner by accepting a deed to a building lot in Streamview Subdivision agrees to be bound by and to comply with any rules or regulation which may be established for the use and rotation of irrigation water between the building lots and the district or association

**12 6 No Liability** The Association (or any members employees agents officers shareholders or directors thereof) shall have no liability of any kind to any owner occupant association or any others for the losses of damages relating in any respect to irrigation system or irrigation water or the lack thereof including but not limited to damages to or loss of lawns landscaping trees shrubs gardens or the like caused by the lack of or shortage of irrigation water Each owner accepts the risk of loss or damage due to the unavailability shortage or lack of irrigation water

### **12 7 'WARNING' IRRIGATION WATER IS NOT DRINKABLE**

Notice is hereby given to each owner in Steamview Subdivision that the water in the irrigation system is NOT fit for human consumption It contains untreated ditch or pond water which may contain dirt hazardous wastes or farm chemicals or disease-causing organisms Drinking of the irrigation water may make a person sick and could result in death or permanent disability

#### **12 7 1 NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM**

It is the duty of each owner to (a) educate all family members guests tenants and invitees that the water from the irrigation system is not drinkable (b) ensure that ALL of the faucets and risers in the irrigation system are adequately marked and if not marked to check with the local health department to determine what type of markings are required by that health department or agency (c) not remove any existing tags or other warning markers from the irrigation risers and (d) not install or maintain the installation of any cross connections between the irrigation system and the drinking water system unless the cross connection has been approved in writing by the association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements

**12 8 No Liability for Quality or Quantity of Water** The association (or any members employees agents officers shareholders or directors thereof) shall have no liability of any kind to any owner occupant association and/or any others for the losses damages or bodily injuries relation in any respect to the quantity or the quality of the irrigation water or the ingestion of or contact with the irrigation water Each owner occupant and association accepts the risk of using the irrigation water and waives and releases the association (or any members employees agents officers shareholders or directors thereof) from any and all claims relating thereto



## Streamview Home Owners Association CC&R's

### ARTICLE XIII DAMAGE OR DESTRUCTION

13 1 Association as Attorney-in-Fact Each and every owner hereby irrevocably constitutes and appoints the association as such owner's true and lawful attorney-in-fact in such owner's name place and stead for the purpose of dealing with the improvements on Common Area upon damage or destruction as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from any owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact the association shall have full and complete authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any owner which may be necessary or appropriate to exercise the powers granted herein to the association as attorney-in-fact.

13 2 Estimate of Damage or Destruction As soon as practicable after an event causing damage to or destruction of any part of Common Area, the association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that such association deems reliable and complete for the costs of repair or reconstruction of that part of Common Area so damaged or destroyed. The terms "repair or reconstruction" as used in this article shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

13 3 Repair and Reconstruction As soon as practicable after obtaining estimates, the association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed improvements. As attorney-in-fact for owners, the association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any owner shall be necessary. Assessments of the association shall not be abated during any period of insurance adjustments and repair and reconstruction.

13 4 Funds for Repair and Reconstruction The proceeds received by the association from the casualty or hazard insurance shall be used for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual costs of such repair or reconstruction, the association may assess in advance from all owners a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction.

Further assessments may be made in like manner if the amounts collected prove insufficient to complete such repair or reconstruction.

13 5 Disbursement of Funds for Repair and Reconstruction The insurance proceeds held by the association and the amounts received from the special assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the repair and reconstruction costs shall be made from insurance proceeds, and the balance from the special assessments. If there is a balance remaining after payment of all cost of such repair and reconstruction, such balance shall be distributed to owners in proportion to the contributions each owner made as a special assessment to the association under this Article or, if no special assessments were made, in equal shares per Building lot to owners.

13 6 Decision Not to Rebuild If owners representing at least sixty-seven percent (67%) of the total votes of the association and sixty-seven percent (67%) of the holders of a first mortgage (based upon one vote for each mortgage owned) of the building lots agree in writing not to repair or reconstruct and no alternative improvements are authorized, then and in that event the damaged common area shall be restored to its natural state and maintained as an undeveloped portion of common area by the association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed in equal shares per building lot to the owners.

## Streamview Home Owners Association CC&R's

13 7 Damage or Destruction Affecting Building Lots In the event of damage or destruction to the improvements located on any of the building lots the owner thereof shall promptly repair and reconstruct the damaged improvements to their condition prior to such damage or destruction If such repair or reconstruction is not commenced within one hundred eighty (180) days from the date of such damage or destruction or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days then the association may impose a fine of not less than Fifty and No/100 Dollars per day on the owner of the building lot until repair and reconstruction is commenced unless the owner can prove to the reasonable satisfaction of the association that such failure is due to circumstances beyond the owner s control

### ARTICLE XIV CONDEMNATION

14 1 Rights of Owners Whenever all or any part of common area shall be taken or conveyed in lieu of and under threat of condemnation the Board acting as attorney-in-fact for all owners shall notify each owner of the taking but the association shall act as attorney-in-fact for all owners in the proceedings incident to the condemnation proceeding unless otherwise prohibited by law

14 2 Condemnation Distribution of Award, Reconstruction The award made for such partial or complete taking shall be payable to the association as trustee for all owners to be disbursed as follows If the taking involves a portion of common area on which improvements have been constructed then unless within sixty (60) days after such taking owners representing at least sixty-seven percent (67%) of the class A members shall otherwise agree the association shall restore or replace such improvements so taken on the remaining land including in common area to the extent lands are available thereof in accordance with plans approved by the Board If such improvements are to be repaired or restored the provisions in Article XIII regarding the disbursement of funds with respect to improvement on common area or if there is a decision made not to repair or restore or if there are net funds remaining after any such restoration or replacement is completed then such award of net funds shall be distributed in equal shares per building lot to the owners

### ARTICLE XV RESOLUTION OF DISPUTES

15 1 Avoiding Costs of Litigation and Limiting Right to Litigate Disputes The association and all persons subject to this declaration and any person not otherwise subject to this declaration who agrees to submit to this article (collectively **Bound Parties**) shall encourage the amicable resolution of disputes involving the property and avoid the emotional and financial costs of litigation if at all possible Accordingly all claims grievances or disputes between such Bound Party and any other Bound Party including without limitation claims grievances or disputes arising out of or relating to the interpretation application or enforcement of this declaration the project documents and/or the association rules (collectively **claim**) shall be subject to the procedures set forth herein

15 2 Mandatory Procedures for All Other Claims Any Bound Party having a claim (Claimant) against any other Bound Party (Respondent) shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such claim until the Claimant and Respondent complied with the following procedures

15 2 1 Negotiations Each Claimant and Respondent (The Parties) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation

15 2 2 Mediation If the parties do not resolve the Claim through negotiation Claimant shall submit the claim to mediation under the auspices of Idaho Law If the results of mediation are unsatisfactory to either Party either Party shall then have all remedies at law or equity



## Streamview Home Owners Association CC&R's

15 3 Allocation of Costs of Resolving Claims Each Party shall bear all of its own costs incurred prior to and during the proceedings described herein including the fees of its attorney or other representative. Each Party shall share equally in all charges in connection with mediator(s)

### ARTICLE XVI ANNEXATION AND WITHDRAWAL OF PROPERTY

16 1 Annexation SVHOA hereby reserves the right to annex any abutting adjoining or contiguous real property into Streamview Subdivision. Such annexation shall be accomplished by filing a supplemental declaration in the records of Ada County Idaho describing the property to be annexed and specifically subjecting such property to the terms of this declaration as may be modified to reflect any special circumstances in connection with such annexed real property. Such supplemental declaration shall not require the consent of voting Members but shall require the consent of the owner of such property. Any such supplemental declaration once such annexation is complete the annexed property shall be included in the definition of property in this declaration.

16 2 Additional Covenants and Easements SVHOA may unilaterally subject any portion of the property to this declaration initially or by supplemental declaration to additional covenants conditions and restrictions including covenants obligating the association to maintain and insure such property on behalf of the owners and obligating such owners to pay the costs incurred by the association through assessments. Such additional covenants and easements shall be set forth in a supplemental declaration recorded either concurrently with or after the annexation of such property and shall require the written consent of the owner(s) of such property.

16 3 De-annexation SVHOA may delete all or a portion of the property described on Exhibit A and any annexed property from coverage of the declaration and the jurisdiction of the association so long as SVHOA is the owner of all such property being de-annexed and provided that a notice of de-annexation is filed in the records of Ada County Idaho describing the property to be de-annexed and specifically excepting such property from the terms of this declaration.

16 4 Amendment Any amendment to this article shall require the vote or written consent of members representing ninety percent (90%) of the voting power of the association.

### ARTICLE XVII MISCELLANEOUS

17 1 Term The Restrictions created hereunder shall be perpetual subject only to extinguishment by the holders of such Restrictions as provided by law.

17 2 Amendment

17 2 1 By Owner After the recordation of the first deed to a building lot any amendment to any provision of the declaration other than to this article shall be by an instrument in writing signed and acknowledged by the president and secretary of the association certifying and attesting that such amendment has been approved by the vote or written consent of members representing at least two-thirds (2/3) of the total voting power in the association except where a greater percentage is required by express provision in this declaration and such amendment shall be effective upon its recordation with the Ada County Recorder's office. Any amendment to this article shall require the vote or written consent of members representing ninety percent (90%) of the voting power of the association.

17 2 2 Effect of Amendment Any amendment of this declaration approved in the manner specified above shall be binding on and effective as to all owners and their respective building lots notwithstanding that such owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants condition restrictions and easements applicable to the property but shall not prohibit or unreasonably interfere with the allowed uses of such owner's building lot(s) which existed prior to such amendment.

## **Streamview Home Owners Association CC&R's**

17 3 Mortgage Protection Notwithstanding any other provision of this declaration no amendment of this declaration shall operate to defeat or render invalid the rights of the beneficiary under any first mortgage upon a building lot made in good faith and for value and recorded prior to the recordation of such amendment provided that after foreclosure of any such first mortgage such building lot shall remain subject to this declaration

17 4 Notices Any notice permitted or required to be delivered as provided in this declaration shall be in writing and may be delivered either personally electronically or by U S mail If delivery is made by U S Mail delivery shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the U S mail first class postage prepaid return receipt required addressed to any person at the address given by such person to the association for the purposes of service of such notice or to the address of such person as contained in the Ada County tax assessor's rolls Such address may be changed from time to time by notice in writing to the association

### **17 5 Enforcement and Non-Waiver**

17 5 1 Rights of Enforcement Except as otherwise provided herein any owner or association shall have the right to enforce any or all of the provisions hereof against any portion of the property and against owners thereof

17 5 2 Violation and Nuisances The failure of any owner of a building lot to comply with any provision hereof or with any provision of the Project Documents is hereby declared a nuisance and will give rise to a cause of action in the association or any owner for recovery of damages or for negative or affirmative injunctive relief or both

17 5 3 Violation of Law Any violation of any state municipal or local law ordinance or regulation pertaining to the ownership occupation or use of any portion of the property is hereby declared to be a violation of this declaration and subject to any and all of the enforcement procedures set forth in this declaration and any and all enforcement procedures in Law and equity

17 5 4 Remedies Cumulative Each remedy provided herein is cumulative and not exclusive

17 5 5 Non-Waiver The failure to enforce any of the provision herein at any time shall not constitute a waiver of the right to enforce any such provisions

17 6 Use of trade Name Each owner by acceptance of a deed for such owner's building lot shall be deemed to acknowledge that Streamview Subdivision is or may become a service-mark trade name and/or trademark

17 7 Interpretation The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the property This declaration shall be construed and governed under the laws of the state of Idaho

17 7 1 Restrictions Construed Together All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the property as set forth in the Recitals of the Declaration

17 7 2 Restrictions Severable Notwithstanding the provision of the foregoing subsection 16 1 1 each of the provisions of this declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein

## **Streamview Home Owners Association CC&R's**

17.7.3 Construction Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

17.7.4 Caption All captions and titles used in the declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

17.8 Successors and Assigns All references herein to owner, members, the association or person shall be construed to include all successors, assigns, partners and authorized agents of such owner, members, association or person.

17.9 Owner's Further Acknowledgment By accepting the deed to a building lot(s) contained within the property, each owner acknowledges and agrees that owner has read and understands the project documents.

## Streamview Home Owners Association CC&R's

IN WITNESS WHEREOF The undersigned being the President and Secretary of the Streamview Homeowners Association Inc hereby certify and attest that this amendment (rewrite) has been approved by the written consent of Members representing at least two-thirds (2/3) of the total voting power in the Association

STREAMVIEW HOMEOWNERS ASSOCIATION INC

BY David Pugh  
David Pugh President

By Richard Girard  
Richard Girard Secretary

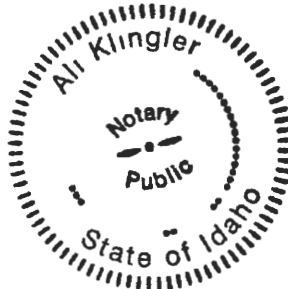
### List of Exhibits

Exhibit A – Legal Description of Property  
Exhibit B – Storm Drainage Swale Operation and Maintenance Manual for Streamview Subdivision  
Exhibit C – Deleted  
Exhibit D – City of Star Traffic Codes Listing  
Exhibit E – Improvement pre Plan Approval

State of Idaho )  
                          ) SS  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012 before me the undersigned a Notary Public in and for the said State personally appeared David Pugh known or identified to me to be the President of the Streamview Homeowners Association Inc the corporation that executed this amended instrument or the person who executed this amended instrument on behalf of said corporation and acknowledged to me that such corporation 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



Ali Klingler  
Notary Public for Idaho  
Residing at 3775 Switchback  
Boise, ID 83646  
My commission expires 6/1/12

DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS FOR STREAMVIEW SUBDIVISION