

FILED FOR RECORD AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:
Vista Properties, L.L.C.
c/o Kenneth M. Elliott, Legal Counsel
661 South Rivershore Lane, Suite 120
Eagle, ID 83616
Telephone (208) 938-4655

[VFVistaRidgeMasterCC&RsFinal](#)
[7/19/2004 11:39 AM](#)

Nampa, Idaho

MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR VISTA RIDGE

**Declarant: Vista Properties L.L.C.,
An Idaho Limited Liability Company**

Abbreviated Legal Description: A portion of the SW ¼. Section 3, and a portion of the NW ¼ of the NW ¼. Section 10, and a portion of the NE ¼ of the NE ¼, Section 9, and a portion of the SE ¼ of the SE ¼, Section 4, all in Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, comprised of 52 ± acres.

Assessor's Tax Parcels: _____

This **Master Declaration of Covenants, Conditions and Restrictions for Vista Ridge** (this "**Declaration**") is dated as of the ____ day of _____, 2004, by **Vista Properties, L.L.C.**, an Idaho limited liability company (the "**Declarant**").

ARTICLE 1 - RECITALS

WHEREAS, Declarant is the owner of the parcel or parcels of real property described as Phase 1 of VISTA RIDGE, a subdivision located at the northeast corner of 12th Avenue Road and East Locust Lane in the City of Nampa, according to the plat thereof filed for record on July 14, 2004, as Plat No. 200438199, Official Records of Canyon County, Idaho, containing 47 Residential Lots and six Commercial Lots on 17± acres, and further described in Schedule "I" attached hereto and made a part hereof (the "**Property**").

WHEREAS, Declarant desires to establish a general plan for the development of the Property (together with two additional phases of VISTA RIDGE, not yet acquired by Declarant but subject to the preliminary plat of VISTA RIDGE, as approved by the City of Nampa), for the mutual benefit of present and future owners (the "**Development Plan**"). In addition to this Master Declaration, the Property will be subject to additional covenants, conditions and restrictions governing individual phases of VISTA RIDGE. The three phases of VISTA RIDGE, collectively, comprise 152 residential lots on 46.7± acres, six commercial lots on 4.53± acres and 17 common ownership lots. The Development Plan, in general, provides for the development of the Property in separate building lots for residential and commercial use, in accordance with the applicable ordinances of Canyon County and the City of Nampa, Idaho. A copy of the Development Plan is attached hereto as **Exhibit "A"** and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Property and shall bind all parties having or acquiring any right, title or interest in the Property or any lot or portion thereof, and shall inure to the benefit of each such party.

ARTICLE 2 - DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

2.1 Architectural Review Committee. The phrase "Architectural Review Committee" is defined in Paragraph 8.1 of this Declaration.

2.2 Association. An organization formed by Declarant in accordance with Paragraph 4.1 of this Declaration, to operate and maintain the Common Areas that lie within the boundaries of Vista Ridge, to levy and collect assessments from the Owners to defray the costs of such operation and maintenance, and to perform any other duties as provided in this Declaration or in the Articles of Incorporation for the Homeowners' Association.

2.3 Building. A structure constructed on or affixed to a Lot, on a temporary or permanent basis, and, unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

2.4 Building Envelope. As to each Lot, the area within which all construction must be contained, as designated on the Plat, and in compliance with City of Nampa zoning and building codes.

2.5 Commercial Declaration. That certain Declaration of Restrictions and Easements (Self Maintenance) for Vista Ridge Commercial Lots filed for record on this date at Book No. _____, Page No. _____, in the Official Records of Canyon County, Idaho.

2.6 Commercial Lot. Lots 1, 2, 3, 4, 5 and 6 of Block 1 and, subject to Declarant obtaining a rezone approval from the City of Nampa, Lot 31 of Block 3, the development, use and maintenance of which are governed by this Declaration and the Commercial Declaration.

2.7 Common Areas. All areas designated as common areas on the Plat.

2.8 Declarant. Vista Properties, L.L.C., an Idaho limited liability company, and any successor to whom Class B voting rights are transferred pursuant to Paragraph 4.2(b) of this Declaration.

2.9 Declaration. This Master Declaration of Conditions, Covenants and Restrictions and any amendment hereto which is duly adopted pursuant to Paragraph 9.5 of this Master Declaration and filed in the Official Records of Canyon County, Idaho.

2.10 Development. The work to be undertaken and performed by Declarant resulting in the improvement of Vista Ridge, including landscaping, lighting, irrigation, construction of roadways, sidewalks, utility services, amenities, and other improvements, as elected by Declarant.

2.11 Improvements. All structures and appurtenances thereto of all kinds and types, including, but not limited to, Buildings as defined in Paragraph 2.3 hereof, roads, driveways, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally in the interior of a Building and cannot be readily observed when outside thereof.

2.12 Lot. Any portion or combination of the Property so designated on the Plat or otherwise by the governing authorities as a separate legal lot for building purposes.

2.13 Mortgage. Any mortgage, deed of trust or other hypothecation of one or more Lots or any interest therein, located in Vista Ridge, to secure performance of an Owner's obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a first position lien created by a mortgage or deed of trust

2.14 Owner. The record owner or owners of a fee simple interest in any Lot, including contract purchasers but excluding those holding such interest merely as a security for

the performance of an obligation, but including a mortgagee holding a first position Mortgage, provided said mortgagee is in actual possession of a Lot following foreclosure of its Mortgage, and any person taking title through said mortgagee by purchase at a foreclosure sale. The term "Owner" includes the Declarant as to any portion of the Property owned by the Declarant.

2.15 Plat. A final subdivision plat covering all or any portion of the Property in Vista Ridge, and filed for record in the Official Records of Canyon County, Idaho, as the same may be amended by duly adopted and recorded amendments thereto.

2.16 Property. The parcel or parcels of real property described as **Block 1**, Lots 1 through 15; **Block 2**, Lot 1; **Block 3**, Lots 1 through 7; **Block 4**, Lot 1 ; **Block 5**, Lots 1 through 8; **Block 6**, Lots 1 through 20; **Block 7**, Lot 1; **Block 8**, Lot 1; **Block 9**, Lots 1 through 4; and **Block 10**, Lots 1 and 2; **VISTA RIDGE SUBDIVISION PHASE 1**, according to the Plat thereof filed for record on July 14, 2004, as Plat No. 200438199, in the Official Records of Canyon County, Idaho.

2.17 Residential Lot. A Lot for which the use shall be a single-family residence and uses incidental thereto, subject to the provisions, terms and conditions of this Declaration.

ARTICLE 3 - MASTER PLAN

3.1 Incorporation by Reference. The following documents are incorporated by reference herein: the Plat.

3.2 Consistency. In case of any inconsistency between this Declaration and the Plat, the Plat shall control.

3.3 Conveyance of Common Areas. Concurrent with recording the final plat for any phase within the Property, or any phase subsequently added to this Declaration, the Declarant shall convey all Common Areas within such phase to the Association. If, at the time the final plat is recorded for any phase, the Declarant owns any of the Lots within said phase, then the Declarant shall reconvey all of said Common Areas to the Association immediately upon conveyance, by the Declarant, of the last Lot within said phase. The term "Declarant" shall be deemed to refer to any entity who has acquired Declarant status and Class B" voting rights under Paragraph 4.2(b) of this Declaration.

3.4 Reservation of Water Rights. Declarant reserves to itself, with respect to all Property now subject to or subsequently added to this Declaration, all appurtenant entitlements to water, including, but not limited to, Declarant's right, title and interest in and to all licensed water rights, decreed water rights, claims to water rights, water right permits and applications for water rights.

3.5 Use and Maintenance of Common Areas. Common Areas may not be further divided nor used for purposes other than private parks or parkways. The Association may not convey or otherwise divest itself of fee title to any Common Areas. The Association shall maintain the Common Areas, at all times, in a visually appealing and weed-free condition; provided, however: those portions of the Common Areas designated on the final map as "irrigation canal easement" or "irrigation drain easement" shall be used and maintained only as provided in the easements or in applicable sections of the Canyon County Code and other governing regulations. Any dead or diseased vegetation shall be replaced with like vegetation as soon as reasonably practicable. Any and all signs, equipment and improvements located within Common Areas shall be repaired or replaced as necessary, and shall be, at all times, maintained in a functional, safe and aesthetically pleasing condition. A budget for maintenance of Common Areas is included in **Exhibit "B"** annexed hereto. Said budget shall not be reduced to amounts less than sufficient to perform the obligations provided in this Article III, and in no event less than provided in Exhibit "B."

3.6 Regulatory Approval. Notwithstanding anything to the contrary contained in this Declaration, this Article III may only be amended in compliance with Paragraph 9.5 hereof and with written approval from the City of Nampa, or succeeding regulatory agency, if the applicable governmental regulations governing such amendment require such written approval. Requests for such approval shall take the form of an application for subdivision, partition, plat amendment, or post-decision review, as deemed appropriate by the regulatory agency.

ARTICLE 4 - HOMEOWNERS' ASSOCIATION

4.1 Formation. The Declarant hereby declares the formation of the Vista Ridge Homeowner's Association (the "**Association**") consisting of all Owners. Upon the sale of all Lots owned by the Declarant, or at such earlier time as determined by the Declarant, the Association shall succeed to all powers, rights and responsibilities of the Declarant under this Declaration and, thereafter, any reference to Declarant shall be deemed to refer to the Association. Membership in the Association may not be transferred, pledged or alienated in any way except upon the sale of a Lot, at which time the membership and voting right shall be assigned automatically to the purchaser of such Lot.

4.2 Voting Rights. The Association shall be comprised of two classes of voting rights, defined as follows:

(a) **Class "A":** Each Lot shall include one (1) Class A voting right. After the expiration of all Class B voting rights, or at such earlier time as determined by the Declarant, each Owner who has paid current all assessments against all of his or her Lots shall have the right to cast one (1) vote for each Lot owned by said Owner in all matters for which a vote is called by the Association and, except as otherwise provided in this Declaration, the Association shall be governed by the vote of a simple majority of Owners. The percentage or majority vote of the Owners shall be determined as a percentage or majority of the number of Lots, regardless of any common ownership thereof. Owners may vote only in person or by signed proxy. In any case in which two or more persons share in the ownership of a Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be joint and several, and any act or consent of one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, then any such person may deliver written notice of such disagreement to the Association, and such vote or right of consent shall be disregarded completely in determining the portion or number of votes cast in the matter for which such notice is given.

(b) **Class "B":** The Declarant shall own one (1) Class B voting right for each Lot owned by the Declarant. Until the expiration of all Class B voting rights, all decisions of the Association shall be made solely by the Declarant. Each Class B voting right shall expire upon the conveyance of the Lot to which it attaches; provided, however, the Declarant may, in Declarant's sole discretion, transfer Class B voting rights to any person or entity that acquires any portion of Declarant's interest in the Property. Upon any such transfer, the transferee shall be deemed the Declarant hereunder, and shall succeed to all rights and shall assume all liabilities of the Declarant pertaining to the Property, arising under this Declaration or otherwise.

4.3 Initial Meeting and Election of Officers. The general membership of the Association shall meet within ninety (90) days after the expiration of all Class B voting rights and, at that time, shall elect a president, vice president, secretary, treasurer, and Architectural Review Committee (as defined in Paragraph 8.1 of this Declaration) from among the general membership. The president, vice president, secretary, treasurer, and members of the Architectural Review Committee shall serve terms of one (1) year, without compensation, but there shall be no limitation on the number of terms served. The president shall schedule and preside at all meetings of the Association unless unavailable, in which case the vice president shall perform the functions of the president. The secretary shall prepare and publish written notice of all meetings of the Association as provided in Paragraph 4.6 of this Declaration, and shall prepare, preserve and maintain written minutes of all actions taken by the Association as provided in Paragraph 4.7 of this Declaration. The treasurer shall deposit all funds belonging to the Association in interest bearing savings accounts or short-term certificates of deposit, and shall keep and maintain books of account detailing all receipts and expenditures of the Association, as specified in Paragraph 4.7 of this Declaration. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with any other funds.

4.4 Annual Meetings. The general membership of the Association shall meet each year on February 1st or, if such date falls upon a Sunday or holiday, upon the next business day following. Annual meetings of the Association shall be open to all Owners and their authorized agents or proxies. At each annual meeting, the treasurer shall present a report of the financial

affairs of the Association, including without limitation: (i) the balance of funds at the beginning of the prior year, (ii) all funds collected or received during the prior year, (iii) designation by depository institution, account number and ending balance, all accounts into which said funds were deposited, (iv) all expenses and costs paid during the prior year, and (v) the balance of funds at the end of the prior year. At the close of each annual meeting, the Owners who have paid current all assessments against their Lots shall elect a president, vice president, secretary, treasurer, and members of the Architectural Review Committee (as defined in Paragraph 8.1 of this Declaration) from among the general membership.

4.5 Special Meetings. Special meetings of the Association may be called by the president, or by Owners holding ten percent (10%) of the votes which are then exercisable in the Association, in order to discuss issues of importance to the Association and Owners. Special meetings of the Association shall be open to all Owners of record and their authorized agents.

4.6 Notice of Meetings. Not less than thirty (30) days, or more than sixty (60) days, in advance of any meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the residential mailing address of each Owner, or to any other mailing address designated in writing by an Owner. The notice of each meeting shall state the time and place of the meeting and the business to be placed on the agenda for a vote by the owners, including the general nature of any proposed amendment to this Declaration, and any budget or changes in previously approved budgets that result in a change in assessment obligations.

4.7 Records of the Association. The secretary shall keep minutes of all actions taken by the Association, including the number of Owners voting for and against each such action. All records of the Association, including the names and addresses of Owners and other occupants of the Lots, shall be available for examination by all Owners, holders of mortgages on the Lots, and their respective authorized agents, upon advance written notice, at reasonable times and reasonable locations within the Property. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records. The treasurer shall prepare and publish financial records, on a calendar-year basis, in sufficient detail to enable the Association to fully declare to each Owner the true statement of its financial status, and shall provide a copy thereof to the secretary of the Association prior to February 1 of each calendar year. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form, are the property of the Association. Each treasurer shall turn over all original books and records to the Association immediately upon termination of office, or upon demand made by a majority of the Owners. Treasurers shall be entitled to keep copies of Association records made during their tenure, and all records which a past treasurer has turned over to the Association shall be made reasonably available for the examination and copying by each new treasurer.

ARTICLE 5 - ASSESSMENTS

5.1 General Assessments. General assessments shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners, including, without limitation, the maintenance of the Common Areas as provided in Article III of this Declaration. There shall be no expenditure of funds belonging to the Association except: (a) as provided in this Article V, or (b) upon the concurrence of the Owners of sixty seven percent (67%) of the Lots.

5.2 Special Assessments. In addition to regular general assessments, special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, equipment purchase or rental as necessary for the common benefit of the Owners. Any special assessment shall be levied only with the consent of the Owners of sixty seven percent (67%) of all Lots, based upon voting rights as described in Paragraph 4.2 of this Declaration.

5.3 Rate of Assessments. The Association shall assess and collect assessments from each Owner, except Declarant, based on the number of Lots owned by each Owner. Assessments shall be divided equally among all Lots and paid by each Owner annually, prior to the later of March 1st or thirty (30) days after the date of the Association's Annual Meeting in the year for which they are assessed. The owners of any parcels subsequently added to this Declaration shall be deemed Owners, subject to all rights and obligations under this Declaration, including, without limitation, the payment of regular and special assessments levied hereunder.

Assessments not paid when due shall be delinquent and shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law. The Association may, at its option, publish a list of the names of Owners with delinquent assessments and/or file a lien against any delinquent Lot and foreclose the lien for collection of the delinquent assessment. Initial assessments shall be as specified on Exhibit "B" attached hereto and incorporated herein by reference. Assessments may be increased from time to time as determined by the concurrence of the Owners of sixty seven percent (67%) of all Lots, as provided in Paragraph 4.2 of this Declaration.

5.4 Personal Obligation. Each assessment, together with interest, costs and reasonable attorney's fees incurred in the collection of said assessment, shall be the personal obligation of the person who was the Owner of the Lot at the time the assessment first became due. Said personal obligation shall not pass to the Owner's successors in interest unless expressly assumed; provided, however, that all assessments shall be prorated as of the date of closing of the sale of any Lot, and any past due assessments shall be paid to the Association in full from the seller's proceeds at the close of escrow. The Association may take any legal action deemed necessary and prudent to perfect and collect delinquent assessments.

5.5 Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage properly filed in the Official Records of Canyon County. Sale or transfer of any Lot shall not affect the validity or priority of an assessment lien.

ARTICLE 6 - LOT MAINTENANCE

6.1 Maintenance by Owner. Each Owner shall maintain his or her Lot, Building, Improvements, fixtures and appurtenances, at all times, in a safe, clean, sanitary, and attractive condition, and shall comply with all laws, ordinances and regulations pertaining to the removal of trash and rubbish, and the maintenance of on-site systems for surface and storm water drainage. No noxious, offensive or unsightly conditions shall be permitted upon any Lot, nor shall any condition or act be permitted by any Owner which results in an annoyance or nuisance to other Owners. The maintenance required of each Owner shall include, without limitation, the repair and replacement of sprinkler systems, roofs, gutters, downspouts, exterior building surfaces, walks, driveways, and other exterior Improvements and glass surfaces, including the repainting of painted surfaces. Each Owner shall bear the cost of watering lawns and landscaped areas located on his or her Lot(s), according to schedules set by professional landscapers employed by the Association, and shall not interfere therewith. All repainting or re-staining and exterior remodeling of a Building or Improvement shall be each Owner's responsibility and shall be subject to the provisions of Paragraph 8.6 of this Declaration. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be the responsibility of each Owner, and shall be restored as soon as reasonably possible. A Building that is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Any Building, Improvement, equipment, object or condition determined by the Association, in its sole discretion, to be offensive or to create a visual blight within the Property shall be removed, enclosed within a structure approved by the Association or otherwise screened from public view in a manner approved by the Association.

6.2 Association's Remedies. In the event that any Owner fails to perform such maintenance and repair, the Association, upon ten (10) days' prior written notice, shall have the right, but not the obligation, to perform the same, and to charge the Owner the reasonable cost thereof. In the event that the Owner shall fail to reimburse the Association for all such costs within ten (10) days after demand, the Association may, at its election, record and foreclose a lien for repayment of such expenditures.

6.3 Taxes. Each Owner shall pay when due all real property taxes and special assessments levied against each Lot owned by said Owner.

ARTICLE 7 - PROHIBITED USES

7.1 Purpose. Each Residential Lot shall be used exclusively for residential purposes as permitted by this Declaration and the applicable zoning designation. The operation of home-based sales, services, offices or other commercial enterprises is prohibited in any Building on any Residential Lot. The foregoing restriction shall not, however, be construed in such a manner as to prohibit any Owner from maintaining his or her professional library at his or her personal

residence, keeping his or her business and professional records or accounts therein, or handling his or her business or professional telephone calls or correspondence therefrom.

7.2 Exterior Appearance. Except as provided in Paragraph 7.14, Owners shall not display, hang, store or use any signs, clothing, clotheslines, sheets, blankets, laundry or other articles visible from any Lot, or any exterior location on or off the Property, except draperies, curtains or shades which have a uniform exterior appearance.

7.3 Temporary Structures. No trailer, camper-truck or recreational vehicle (RV), unfinished or temporary structure (including without limitation uncovered foundations, garages, outbuildings, shacks, or tents) shall be used for habitation, either temporary or permanent, on any Lot, street or road.

7.4 "A-Frame" Residences. No "A-Frame" residential structure shall be permitted on any Lot.

7.5 Mobile Homes. No pre-constructed building, residential or otherwise, may be placed on any Lot. Mobile homes shall not be placed or permitted upon any Lot; provided, however, the Declarant may maintain a sales trailer on any Lot until all Lots have been sold.

7.6 Commercial Operations. No commercial operations shall be conducted on any Residential Lot or on any private road, public street or easement within the boundaries of the Property. Equipment used in commercial operations may not be stored in such a manner or location that is visible from any other Lot, street or road. Nothing in this paragraph shall be deemed to prohibit Buildings on Residential Lots from having home offices (not professional office operations conducted in the home) or libraries as described in Paragraph 7.1 of this Declaration, provided that such offices are permitted by applicable zoning regulations. Nothing in this Paragraph shall be deemed to prohibit overnight parking of pickup trucks in the driveway of any Lot, subject to the provisions of Paragraph 7.9 of this Declaration.

7.7 Animals. No livestock animals or poultry shall be permitted upon any Lot. Nothing in this Paragraph shall prohibit the keeping of household pets, the creation and stocking of ornamental ponds, or the accommodation of naturally occurring wildlife; provided that all household pets shall be restricted, at all times, within an enclosed area or on a leash controlled by an adult. Dogs shall not be permitted to bark for extended period of time or during nighttime hours in a manner that creates a nuisance for neighboring Lot owners. Owners exercising household pets on any Common Areas, sidewalks or streets shall be required to pick up and dispose of their pets' excrement.

7.8 Refuse. No Owner shall keep or permit the accumulation of refuse or garbage upon any Lot. Garbage containers shall not be visible from any Lot, street or road, except on days designated for collection by the collecting agency.

7.9 Parking. No vehicle may be parked on any street or road for more than twenty four (24) hours. No Owner shall permit any vehicle which is in any state of disrepair to be abandoned or to remain parked upon any Common Area for a period in excess of twenty four (24) hours. The following vehicles may not be parked on any Lot, street or road overnight, except within the confines of an enclosed garage: (i) heavy equipment, boats, trailers, recreational vehicles, motorcycles, trucks (other than pickup trucks of less than one ton capacity), mobile homes; and (ii) any vehicles in excess of one ton capacity.

7.10 Vehicle Maintenance & Repair. No vehicle maintenance or repair may be conducted on any private road, public street or easement within the boundaries of the Property. No vehicle maintenance or repair may be conducted on any Residential Lot except within an enclosed garage, only upon vehicles belonging to the Owner of the Residential Lot and not for commercial purposes.

7.11 Fuel Storage. Firewood and fuel tanks may not be stored on any Lot in a manner or location that it is visible from any other Lot, street or road.

7.12 Mechanical Equipment & Antenna. No mechanical equipment, including, without limitation, window-mounted air conditioners, shall be allowed on the front elevation of any structure. No antenna on any Lot, including, without limitation, commercial or amateur radio, citizens band, short wave, or television antenna, shall exceed the higher of: (i) thirty (30)

feet above grade at the point of construction, or (ii) eight (8) feet above the highest elevation of the residential Building constructed on said Lot. All antennae and satellite dishes must be approved in advance by the Architectural Review Committee under the provisions of Paragraphs 8.1.3 and 8.1.4 of this Declaration.

7.13 Outdoor Facilities. No outdoor appliances shall be located in front yards or driveways, including, without limitation, play equipment or barbecues. No sports equipment, including, without limitation, basketball hoops and nets (including portable units on wheels), shall be located in Common Areas except as may be erected by the Declarant.

7.14 Signs. No sign of any kind shall be displayed to the public view on or from any Residential Lot without the prior written consent of sixty seven percent (67%) of the Owners; provided, however, any Owner may place one temporary sign not larger than 18 inches by 24 inches, indicating that said Owner's Residential Lot is for sale or lease; and provided, further, the Declarant and/or its agents may display signs advertising Lots and/or homes for sale, or otherwise advertising the project, or related to the construction or financing thereof. Notwithstanding anything to the contrary contained herein, Owners may display ornamental plates designating the name or address of the residence or the Owners thereof. The display of signs on Commercial Lots is governed by the Commercial Declaration.

7.15 Erosion Control. No Owner shall allow drainage, naturally occurring or otherwise, from any Lot owned by such Owner to be channeled in such a manner as to cause erosion on or under any other Lot, Common Area, street, or road.

7.16 Offensive Activity. No Owner shall cause or permit upon any Lot or Common Area, any noxious or offensive activity, or any activity which may be, or become, an annoyance or nuisance to the other Owners. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted on any Lot or Common Area.

ARTICLE 8 - DEVELOPMENT STANDARDS

8.1 Architectural Review Committee.

8.1.1 Required Approval. No residence, garage, barn, outbuilding, fence, swimming pool, recreation facility, driveway, paving, gravel, antennae, satellite dish, or other Building or Improvement shall be constructed or erected upon any Lot, nor shall any exterior alteration, addition or Improvement be commenced, until complete plans and specifications thereof have been reviewed and approved in writing by the Architectural Review Committee ("**ARC**"). For the purposes of this Declaration, all of the foregoing are referred to as "proposed Improvements."

8.1.2 Committee Composition. Until expiration of all Class B voting rights, as provided in Paragraph 4.2(b) of this Declaration, the ARC shall be composed solely of the Declarant and any successors, assigns or other persons which the Declarant, in its sole discretion, may appoint thereto. After the expiration of all Class B voting rights, the ARC shall be composed of three (3) Owners elected by vote of the general membership of the Association, as provided in Paragraphs 4.3 and 4.4 of this Declaration. Members of the ARC shall serve terms of one (1) year, without compensation, but there shall be no limitation on the number of terms served.

8.1.3 Application Requirements. An application for the ARC's approval of any proposed Improvements shall include the following: (a) a site plan of the entire Lot upon which the proposed Improvements are to be located; depicting all existing conditions and Improvements; all public streets, easements and rights-of-way encroaching upon or contiguous to said Lot; and all proposed Improvements, drawn to a scale of not smaller than one inch equals eight feet; (b) construction drawings showing the proposed Improvements in complete detail, including any existing Improvements to which they will be attached, drawn to a scale of not smaller than one inch equals three (3) feet; (c) detailed specifications of the composition and quantity of all materials to be used in the construction or erection of the proposed Improvements; (d) a color palette including samples of all proposed exterior materials and finishes; and (e) a schedule including estimated dates of commencement and completion of each phase of construction. In addition to the foregoing, all plans and specifications shall conform to applicable state and local codes and regulations. Every sheet and page submitted shall specify the Lot number and address of the proposed Improvements, and the correspondence address and

telephone number of the Owner. All plans and specifications shall be prepared by an architect or engineer licensed by the State of Idaho.

8.1.4 Processing Applications. Within thirty (30) calendar days after its receipt of complete plans and specifications, as provided above, the ARC shall send written approval or disapproval of the proposed Improvements by certified mail, return receipt requested, to the Owner's address specified on the plans and specifications. The proposed Improvements may be disapproved only for failure to comply with the provisions of this Declaration or with applicable state and local codes and regulations, and the ARC shall specify all objectionable elements of the proposed Improvements in any written disapproval. If the ARC fails to mail approval or disapproval to the Owner within the time specified above, the Owner shall send a written notice to the ARC confirming the Owner's prior submittal of its request for approval of the proposed Improvements, and the ARC shall have an additional twenty-one (21) calendar days within which to send written approval or disapproval of the proposed Improvements. The Owner may resubmit plans and specifications at any time upon compliance with the application requirements set forth in Paragraph 8.1.3 of this Declaration; however, the ARC may refuse to review any plans and specifications which include elements previously disapproved.

8.1.5 Retention of Plans. One copy of a complete set of approved plans and specifications shall be retained by the secretary of the Association, and one set shall be maintained on the Lot during all phases of construction. All changes to plans and specifications shall be reviewed and approved by the ARC in the manner provided above.

8.1.6 Limitation of Liability. No action for damages, costs or attorney fees may be maintained against the Association, the ARC, or any member thereof, for the approval or disapproval of any proposed Improvements; provided, however, any Owner may bring an action in the Superior Court of Canyon County seeking a declaration, writ or injunction to stop construction and/or compel compliance with this Declaration.

8.2 Lot Size. After initial sale by the Declarant, no Lot may be further subdivided regardless of subsequent changes in zoning; provided, however, this Paragraph shall not prevent the dedication of portions of any Lot for purposes of public streets or public utility easements.

8.3 Building Envelope and Setbacks. All buildings, paving, grading, and construction activities must be contained entirely within Building Envelopes designated on the Plans and Elevations. Building setbacks imposed by the City of Nampa zoning code on Residential Lots are as follows: Front yard – 20 feet, Street side yard – 10 feet, Side yard – 5 feet and Rear yard – 5 feet.

8.4 Minimum Size of Residences. The minimum living area of all single story residences constructed on the Property, exclusive of basements, open or screened porches entrances, patios, and attached or detached garages, shall be not less than one thousand four hundred (1,400) square feet. Two-story, tri-level, daylight basement, and single level homes (with a bonus room), shall not have less than 1,000 square feet of living area on the main level and 1,600 minimum total square feet of living area, exclusive of daylight basements, open or screened porches, entrances, patios, and attached or detached garages.

8.5 Design and Color Scheme. Exteriors walls of residences may be painted only in earth tones chosen from the ARC's approved palette and submitted to the ARC for approval prior to application, both as to the colors and the combinations thereof. The exteriors of all nonresidential Buildings and Improvements shall be compatible in architectural style and color with residences constructed on the Lot. Trim doors, rails, decks, eaves, and gutters shall be compatible in architectural style with the exterior of the residence constructed upon the Lot.

8.6 Roofing and Siding Materials. Residences and other Buildings constructed on Lots shall be roofed with tile or 25-year or longer architectural grade composition shingles, in antique black or charcoal gray colors approved by the ARC. No residence shall have a roof with a pitch of less than 6 in 12, except that a 5 in 12 roof pitch shall be permitted for entry roofs only on two-story homes with all other roofs on two-story homes pitched at no less than 6 in 12. No metal, tarpaper or gravel roofing shall be allowed on any residential Building or other Building constructed on any Lot. No vinyl, T-111, metal, concrete block, "Z-brick" or stamped concrete shall be used as siding material on any residence, Building or Improvement constructed on any Lot. The front walls of garages and columns on the front of the residences

shall be wrapped with brick, stone or stucco, which shall be generally full height and total a minimum of 100 square feet on the front elevation of each home and shall wrap around the side walls not less than two (2) feet on each end.

8.7 Fences and Hedges. Fences are not required to be erected on any Lot, except on rear lot lines as specified herein.

(a) Any fencing on the Property must be either (a) Privacy Fences of two-color vinyl (white and Monterey sand) not to exceed six feet in height; or (b) Common Area Fences of black wrought iron, not to exceed five (5) feet in height in rear or side yards or 3½ feet in height in front yards, in compliance with and as depicted in **Exhibit "C"** attached hereto and made a part hereof.

(b) Where residential lot lines abut other residential lot lines, the owners of said lots may construct a Privacy Fence. Fences shall not be built closer to the street than five feet behind the front corner of the house on each side, except for 3½ foot high Common Area Fences or 3½ foot high hedges, which shall be permitted in front yards.

(c) Fences shall not extend closer than twenty feet to the front street right-of-way.

(d) Except as otherwise specifically provided herein, rear or side yard fences on corner lots shall not be built closer than twenty feet to any side or rear street right-of-way without ARC approval.

(e) Where any rear lot line abuts the common area bordering South 12th Avenue, East Locust Lane, the commercial-zoned parcels at the northwesterly and southwesterly corners of Vista Ridge, or the easterly boundary of Vista Ridge extending from the Robinson Lateral to Locust Lane, the owners of said lots shall, without exception, construct a Privacy Fence on said rear lot line.

(f) Where any rear lot line abuts the common area bordering the Robinson Lateral on the northeasterly boundary of Vista Ridge, the owners of said lots shall, without exception, construct either a Privacy Fence or a Common Area Fence not exceeding five (5) feet in height.

(g) Where any rear or side lot line abuts the Common Area, except as otherwise provided in the two immediately preceding subparagraphs of this paragraph on Fences, the owners of said lots shall be entitled, but not required, to construct a Common Area Fence not exceeding five (5) feet in height to the point that is five feet behind the front corner of the house, then tapering down to 3½ feet in height along the side lot line of the front yard.

(h) Where any Privacy Fence intersects a Common Area Fence, it shall, from a point twenty (20) feet from the point of intersection, taper down in height and transition to a Common Area Fence, as depicted in Exhibit "C"

(i) All fencing must be of new material and constructed in a workmanlike manner and must comply with Nampa City's Code for vision triangle

(j) The installation and maintenance of retaining walls that are required due to topographic conditions of individual Lots, and approved in writing by the ARC, are the sole and absolute responsibility of the Lot Owner, shall be of masonry products only, and shall not be the responsibility of the Declarant, its successor or assign, or the Association.

8.8 Landscaping. Front yard landscaping on each Lot, and side yard landscaping on all corner Lots, must be completed upon the earlier of thirty (30) days after substantial completion of the residence (weather permitting) or occupancy of the residence constructed thereon. Front yard landscaping shall include an underground sprinkler system, rolled (sod) lawns, one ornamental street tree in compliance with the city-approved site drawings, at least one additional, ornamental or coniferous tree of at least 2.5" caliper and at least six (6) feet in height, at least five (5) five gallon shrubs and at least ten (10) two-gallon shrubs. Any meters, heat pumps or air conditioning units located in the front yard shall be screened by shrubs. Berms and sculptured planting areas are encouraged. The back yard of each Lot must be sodded or hydro seeded within one (1) year of occupancy of the residence constructed thereon. Each Owner shall

maintain and irrigate the landscaping in its front and back yards and landscaped parking strips between the front yard and the adjacent right-of-way in good condition.

8.9 Construction Standards. The following standards shall be applicable to the construction, installation or alteration of any Building or Improvement on a Lot within the Property:

(a) **Excavation:** Any excavation shall be performed in a workmanlike manner, and the Lot shall be kept free from debris. Each Owner shall be responsible for the repair of any damage that may occur during construction to any road, mailbox, utility facility or other on-site or off-site Improvement caused by the Owner or its contractor. Unless an Owner otherwise notifies the ARC in writing prior to the Owner's commencement of construction on a Lot, all on-site Improvements shall be conclusively deemed to be in good working order and condition, and any damages occurring thereto during construction shall be the Owner's responsibility. The Owner shall make all required repairs immediately following the occurrence of the damage.

(b) **Utilities:** The connection to all utility facilities shall be underground and shall be inspected and approved by the local governmental entity having jurisdiction and by the company providing the utility service, if required. Utility meters shall be placed in an unobtrusive location and concealed behind fences or landscaping where possible and unless otherwise required by the local governmental entity or utility company.

(c) **Driveways:** All driveways must be concrete in construction.

(d) **Maintenance During Construction:** The following requirements apply during construction of a Building or Improvements on a Lot:

1. All debris shall be removed from the Lot prior to each weekend;
2. No materials shall be placed or kept on any adjoining Lot;
3. Vehicles belonging to construction workers or used in the construction of any Improvements shall not be parked in front of occupied residential dwellings or interfere with traffic on public streets; and
4. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof.

(e) **Time of Work:** Any work or other activity connected to the construction or installation of the Improvements on a Lot shall be conducted between 7 a.m. and 7 p.m. Monday through Friday and between 9 a.m. and 6 p.m. on Saturdays and Sundays, so as not to constitute or result in an unreasonable nuisance or annoyance of neighboring Lot Owners.

8.10 Completion of Construction. All Buildings or Improvements shall be completed prior to twelve (12) months after commencing construction, which term shall include excavation for foundations but not clearing and grubbing. Lot-driveways which access public or private roads must be paved with concrete prior to occupancy of the residence constructed on such Lot.

8.11 Fill Material. Some of the Lots may contain fill material which may not conform to composition or compaction specifications for foundations. Each Owner assumes complete responsibility for the foundations on its Lot and agrees to locate and compact all fill material, and to excavate, design and provide foundation support in compliance with all code requirements and building standards.

8.12 Mail Boxes. U.S. Mail shall be delivered only at locations specified by the U.S. Postal Service and in boxes conforming to U.S. Postmaster requirements. U.S. Mail boxes shall be installed adjacent to the driveway apron on each Lot, in a masonry enclosure or on a post and, in either case, using a design approved by the ARC. No other mail boxes may be erected upon any Lot.

8.13 Front Yard & Driveway Lighting. Front yard and driveway lighting shall be optional. If installed, such lighting shall not be on poles but shall be on or in monuments designed with colors and materials matching the residence.

8.14 Repetition of Plans. No floor plan or elevation design shall be approved or constructed on any Lot, unless separated by three (3) or more Lots from any floor plan or elevation design which is similar, in the sole discretion and opinion of the ARC, to the proposed floor plan or elevation design.

8.15 Commercial Lots. Development standards for the Commercial Lots are set forth in the Commercial Declaration.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Binding Effect. All present and future Owners, and occupants of Lots and residences constructed thereon, shall be subject to and shall comply with the provisions of this Declaration. The acceptance of a deed or conveyance, or the entering into occupancy of any Lot or residence constructed thereon, shall constitute acceptance and ratification of the provisions of this Declaration by such Owner or occupant, as covenants running with the land; and shall bind any person having an interest or estate in such Lot or residence, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease of said Lot or residence. Failure to comply with this Declaration shall be grounds for an action by the Association or any aggrieved Owner to recover sums due for damages, injunctive relief, or both, plus costs and attorney fees awarded by the court, both at trial and on appeal. All lessees, invitees, contractors, family members, and other persons entering upon any Lot under the rights of an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot, Building and Improvements. The Owner shall be responsible for regulating such compliance, and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if such failure had been committed by the Owner.

9.2 Enforcement. The Association and each Owner shall have the full power and authority, but not the obligation, to prosecute any proceedings at law or equity against any Owner who violates or attempts to violate any of the provisions of this Declaration, either to prevent such violation, to recover damages sustained by reason thereof, or both. No such proceedings shall be instituted until the violation, or attempted violation, has continued for at least thirty (30) days after written demand for compliance is made upon the offending Owner, specifying in reasonable detail the nature of the violation or attempted violation. Failure by any Owner or the Association to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

9.3 Limitation of Liability. Neither Declarant, nor any officer, member, agent or employee of Declarant, shall be liable to any Owner on account of any act or failure to act in performing Declarant's obligations or pursuing Declarant's rights hereunder.

9.4 Indemnification. The Association shall indemnify, defend and hold harmless the Declarant, its officers, members, agents and employees, and each officer and director of the Association, from and against any and all liabilities, costs, demands, proceedings, damages, claims, judgments, deficiencies, attorney fees and costs resulting from the indemnitees' activities on behalf of the Association done in good faith, and within what the indemnitees reasonably believed to be the scope of their power and authority, including, without limitation, such liabilities resulting from any error of judgment, acts or omissions, unless caused by willful or reckless misconduct.

9.5 Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date upon which this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each. This Declaration may not be amended, modified or terminated except by an instrument signed by the Owners of sixty seven percent (67%) of the Lots, as provided in Paragraph 4.2 of this Declaration. No amendment of this Declaration shall be effective until the amendment or a memorandum thereof is filed for record with the Canyon County Recorder.

9.6 Attorney Fees. Should any suit or action be instituted by the Association or any Owner to enforce or interpret any of the reservations, conditions, agreements, covenants and

restrictions contained in this Declaration, or to restrain any violation thereof, the substantially losing party shall reimburse the substantially prevailing party for all costs and reasonable attorney fees incurred in connection therewith, including any appeal.

9.7 Severability. Should any provision of this Declaration be unenforceable or illegal, the remainder shall remain in full force and effect and be enforced according to its terms.

9.8 Notices. Any notice required or permitted by this Declaration shall be in writing and shall be deemed to have been properly given when: (i) actually received or personally served, (ii) twenty four (24) hours after deposit with Federal Express or equivalent overnight delivery service, postage fully prepaid, or (iii) forty eight (48) hours after deposit in the United States mail, postage fully prepaid, registered or certified, return receipt requested; addressed as provided in the records of the Canyon County assessor for mailing tax invoices to the Owner being notified; and addressed to the Declarant as follows:

Vista Properties, L.L.C.
C/o Vision Land Management, L.L.C.
661 South Rivershore Lane, Suite 120
Eagle, ID 83616

With a copy to:
Vision First, L.L.C.
8513 N.E. Hazel Dell Avenue, Suite 201
Vancouver, WA 98665

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

DECLARANT:
Vista Properties, L.L.C.
An Idaho limited liability company

By: Vision First, L.L.C.,
a Washington limited liability company,
Managing Member

By: _____
Randal S. Clarno, Managing Member

List of Exhibits and Schedules:
Exhibit A - Development Plan
Exhibit B - Common Area Maintenance Budget & First Year Assessment
Exhibit C - Fencing Design Criteria

Exhibit "A"

Development Plan for the Property

Exhibit "B"

The First Year's Annual Assessment of Homeowners' Association Dues shall be \$295 per Lot, prorated from the date the Declarant sells the Lot.

Common Area Maintenance Budget

Exhibit "C"

Fencing Design Criteria