

QUAIL MEADOW SUBDIVISION
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2009000668

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUAIL MEADOW SUBDIVISION AS AMENDED ON OCTOBER 31, 2008

V.E. GRAVES AND SONS, INC. an Idaho corporation.

TO

THE PUBLIC

Dated:

Recorded:

Document No. _____

REQUEST TYPE: Quail Meadows TYPE: mvae FEE: 59.00 BY: William H. Hurst CANYON CNTY RECORDER

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KNOW ALL MEN BY THESE PRESENTS:

V. E. GRAVES AND SONS, INC., an Idaho corporation, with its principal place of business at Caldwell, Idaho, which will be referred to herein for convenience as the "Grantor" does hereby Certify and declare as follows:

1. Description of Property. That the Grantor was the original owner in fee simple of all that certain real property situate in the County of Canyon, State of Idaho, more particularly described as follows:

All of Lots and Blocks comprising QUAIL MEADOW SUBDIVISION, CALDWELL, CANYON COUNTY IDAHO, according to the Plat thereof filed July 18, 2000 as Instrument Number 200025011, in the office of the County Recorder, Canyon County, Idaho.

2. Covenants, Conditions and Restrictions. That all of the real estate, Including lots, parcels and tracts thereof, and any conveyances covering or describing all or any part thereof, either by reference to the above described plat or by any number or designated plat or by any number or designation thereon, or by any other description shall be subject to the following restrictions, covenants, conditions and easements, and that by the acceptance of any such conveyance, all Grantees and their heirs, executors, administrators, successors and assigns, covenant with the undersigned, their successors and assigns, and with each other as to the property described as follows:

- a) LAND USE. All of the lots in said subdivision shall be known, described, and used as single family residential lots, and said lots or any part thereof, or any structures placed thereon, shall not be used for commercial purposes, but the use of said lots shall be limited and restricted to single family dwellings which shall not exceed two stories in height and shall have attached, private garages for not less than two (2) nor more than three (3) cars. All buildings shall be constructed with frame, stucco, stone or brick accents, and, if other than stone or brick shall be used, shall be finished, painted and kept in good repair. Said property shall be used in such manner as to be inoffensive to any other property owners thereof. Outbuildings incidental to a suburban residential use shall be allowed only upon approval of the Architectural Control Committee, and shall be constructed with the same style and material as the house. Tents, trailers, barns, metal outbuildings shall be prohibited. No building or structure shall be moved onto said real property from any land outside of said plat. No oil drilling or mining shall be conducted on said property.
- b) DWELLING COST, QUALITY AND SIZE. No dwelling less than 1400 square feet shall be permitted on any lot, except for Lots 2, 15 and 17 through 20 of Block 4 which may be no less than 1200 square feet with the consent of the Architectural Control Committee. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1650 square feet for a dwelling of more than one story.
- c) BUILDING LOCATIONS. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines as established by the City Code of the City of Caldwell, Canyon County, Idaho. In any event, unless specifically approved in writing by the Architectural Control Committee, no building including garages and porches shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer to an interior side lot line than shall be allowed by the applicable City Code. For the purposes of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of a building provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.
- d) GARAGE LOCATION. With written approval of the Architectural Control Committee, provided the same is in compliance with the City Code of the City of Caldwell, Idaho, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 20 feet to any street line, where the natural elevation of the lot along the established minimum building

Setback line is more than either 8 feet above or four feet below the established roadway level along the abutting street and where in the same opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 20 feet to any street line.

- e) PROSECUTION OF CONSTRUCTION WORK. All construction of the dwelling and the associated structures shall be prosecuted diligently and continuously from the time of commencement thereof until such structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting within six (6) months from the date of commencement of construction, unless prevented by causes beyond the control of the owner or builder and only for such time as that cause continues.

- f) EASEMENTS AND STORMWATER RUNOFF. Easements for installation and maintenance of utilities and drainage facilities are reserved on the areas shown for easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may constrict or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible.

- g) NUISANCES. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Unsightliness shall not be permitted on any lot. Without limiting the foregoing, all facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from street view. Utility trailers, cargo trailers, horse trailers, golf carts, tractors, lawn mowers, garden or maintenance equipment, or motor vehicles lacking current Idaho registration or license plates or in a non-running condition, and working or commercial vehicles must be stored in a garage or kept behind a fence. All working or commercial vehicles must have approval of the architectural control committee before parking or storing on a lot or at the curb. Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, firewood, grass, shrubs or tree clippings or scrap refuse or trash shall be kept, stored or allowed to accumulate on any lot or tract unless screened from street view. All lawns and landscaping must be well maintained.

- h) EXTERIOR LIGHTING. Exterior lighting and interior lights reflecting outside shall not be placed to cause glare or excessive light spillage on neighboring lots.
- i) VEHICLE AND EQUIPMENT PARKING. Recreational vehicles. Recreational vehicles shall be defined as motor homes, pickup trucks with campers, camping vans, camping or travel trailers, tent trailers, fifth wheels, boats, jet skies, or any other watercraft, ATVs, non-street legal motorcycles, horse trailers, or trailers for any of the above, and any vehicle or equipment in which to temporarily live in or operate primarily as a recreational vehicle. All such vehicles or equipment must at all times be screened from street view in a garage or behind a fence that extends no further than the front of the house, except when in use, which shall be no more than three days before or after a legitimate overnight trip away from home. No homeowner may park more than two automobiles in front of their home or at the curb on a regular basis. No more than two recreational vehicles, watercraft or recreational equipment or motor vehicles shall be stored or parked on a lot outside of the garage that can be seen above the fence, and all such vehicles, watercraft or equipment must be owned, titled or registered to the Quail Meadow homeowner. No homeowner may store any such items that are owned by other people.
- j) SIGNS. No sign of any kind shall be displayed to the public view on the common area or any residential lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period; or one (1) subdivision identification sign of size and design approved by the Architectural Control Committee.
- k) EXTERIOR ANTENNAS AND ENERGY DEVICES. No outside television antennas, radio aerials, satellite dishes or solar energy devise shall be installed on any residential lot or the exterior of any residence. Small microwave relay dishes and small antennas may be installed with written design approval of the Architectural Control Committee provided that said dishes are fully screened from view from off the lot on which they are installed. Note: Federal Communication Commission Regulations have made subdivision covenants such as "k" illegal, so this section is unenforceable.
- l) MAILBOXES. No freestanding mailbox shall be constructed or installed on any Lot without the prior written approval of the plans therefore by Architectural Control Committee. All freestanding mailboxes shall comply with the design requirements and otherwise be in accordance with the specifications adopted by the Architectural Control Committee.

- m) FENCES. No fence or wall of any kind shall be constructed on a lot unless the plans and specifications therefore including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to construction. All fences shall be constructed of wood, brick, stucco, stone or vinyl and chain link fences are prohibited. Provided further, all fences and walls shall be subject to the following restrictions: No fence or wall shall be constructed higher than 6 feet, no fence or wall shall be constructed in any front yard, and any such fence or wall shall be constructed and installed and maintained in good appearance and condition at the expense of the owner of the lot on which it is located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.
- n) EXTERIOR WALLS, ROOFS, ETC. The Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs and to require basic front yard landscaping. The owner shall not repaint the outside walls thereof without first obtaining approval of the Architectural Control Committee as to the color. Roofs shall be constructed with a minimum 6 / 12 roof pitch and only thirty (30) year or better Architectural roofing shall be used on any structure constructed on a Lot unless approved otherwise in writing by the Architectural Control Committee before installation.
- o) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. Basketball backboards, rims, nets and framing/standards must be maintained and remain useable and attractive, not becoming an eyesore to the neighborhood. When in use they must be placed to ensure that errant balls do not encroach on a neighbors property.
- p) LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs or cats, not to exceed two (2) in number, may be kept, subject to the provisions of the City Code of the City of Caldwell, Idaho. Dogs shall not be allowed to roam off the owner's property.
- q) GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition in compliance with the provisions of the City Code of the City of Caldwell, Idaho. All refuse, trash and garbage shall be kept at all times in covered containers which shall be kept and maintained within an enclosed structure or appropriately screened garbage removal facility and shall be removed weekly.

- r) SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs, sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- s) LANDSCAPING. Landscaping shall be required on the entire lot and shall consist of grass, trees, plantings and an automatic sprinkler system. Prior to occupancy of any dwelling, a landscape plan, including the schedule for installation, shall be submitted to the Architectural Control Committee for approval. All landscaping must be completed within 60 days from the date of completion or occupancy of the residence constructed thereon, which ever occurs first.
- 3) ARCHITECTURAL CONTROL. In order to protect the quality and value of all homes built in the subdivision and for the continued protection of the owners thereof, no building, fence, wall, patio cover, window awning or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, kind, shape, height, materials and exact location of the structure on the lot shall have been approved by the Architectural Control Committee as to quality or workmanship and materials., harmony of external design with existing structures, color and as to location with respect to topography and finish grade elevation.
- 4) ARCHITECTURAL CONTROL COMMITTEE. The committee shall consist of three members, and a majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitles to any compensation for its services performed pursuant to this covenant.
- 5) ARCHITECTURAL CONTROL PROCEDURE. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. The Architectural Control Committee is hereby empowered to adopt rules to govern its procedures, including such rules as the Committee may deem appropriate so long as due process with regard to the right of concerned parties is heard on any matter before the Committee.

6) QUAIL MEADOW HOMEOWNERS ASSOCIATION, INC. Quail Meadow Homeowners Association, Inc. shall be organized as an Idaho Non-profit corporation and shall be charged with the duties and invested with the owners prescribed by law and set forth in its Articles on Incorporation, it's By-Laws and these restrictive covenants.

a) MEMBERS. Each owner (including the Grantor) of a lot by virtue of being such an owner and for so long as such ownership is maintained shall be a member of Quail Meadow Homeowners Association, Inc. and no owner shall have more than one membership in the Association, but shall have such voting rights hereinafter set forth. A membership in the Association shall not be assignable, except to the successor in interest of the owner and a membership shall be appurtenant to and inseparable from the lot owned by such an owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of the title to said lot and then only to the transferee of title to said lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

b) VOTING. The Association shall have two (2) classes of voting membership:

1) Class A: Class A members shall be owners of lots within Quail Meadow, with the exception of the Grantor, and shall be entitled to one (1) vote for each lot owned.

2) Class B: Class B members shall be the Grantor. Upon the first sale of a lot to an owner, the Grantor shall thereupon be entitled to five (5) votes for each lot owned by the Grantor. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership be equal to the total votes outstanding in the Class B membership.

c) BOARD OF DIRECTORS AND OFFICERS. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and Bylaws as the same may be amended from time to time.

The initial board of directors of the Association shall be appointed by the incorporators and shall hold office until the first annual meeting of the members, at which time a new board of directors shall be elected in accordance with the provisions set forth in the bylaws.

- d) POWERS OF ASSOCIATION. The association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, by Bylaws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-laws, or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including but not limited to the following:
- 1) ASSESMENTS. The power to levy Regular and Special and Limited Assessments on the owners and / or for lots and to enforce payment thereof in accordance with the provisions of this Declaration.
 - 2) RIGHT OF ENFORCEMENT. The power and authority from time to time in its own name, on its own behalf, or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the By-Laws of the Association, or Architectural Control Committee Rules or Architectural Control Committee Standards, and to enforce any mandatory injunction or otherwise, all provisions thereof.
 - 3) DELEGATION OF POWER. The authority to delegate its power and duties to committees, officers, employees or to any person, firm or corporation to act as manager.
 - 4) ASSOCIATION RULES. The power to adopt, amend and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by owners, families of owners, invitees, licensees, lessees or any other person of Common Areas and other property owned or controlled by the Association.
 - 5) ENFORCEMENT OF ASSESSMENTS. The right to collect and enforce the payment of assessments made by the Association is vested in the Association. Each owner of a lot hereby agrees to the enforcement of the payments of all assessments in the manner provided herein. In the event an attorney or attorneys are employed for the collection of an assessment, whether by suit or otherwise, each owner agrees to pay reasonable attorneys fees in connection therewith. A continuing claim of lien with power of sale is hereby created on each and every lot to secure payment of any and all assessments levied against any or all lots, together with interest thereon at the rate established by the board if not paid when due and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys fees. Said lien shall be superior to all other liens or

claims created subsequent to the recordation of these covenants, except for (a) valid tax and special assessment liens on any lots in favor of any governmental unit assessing authority; (b) a lien for all sums unpaid and secured by a first mortgage or first deed of trust, duly recorded in Canyon County, Idaho, including all unpaid advances to be made pursuant to such first mortgage or deed of trust, and (c) labor or material man's liens, if the same are the prior reason of applicable law. The remedies set forth in these covenants shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

e) DUTIES OF THE ASSOCIATION. IN ADDITION TO THE POWER DELEGATED TO IT BY THE Articles, B-laws and these covenants, without limiting the generality thereof, the association, or its authorized agents shall have the obligation to conduct business affairs of common interest to all the Owners, and to perform the following duties:

1. MAINTENANCE OF THE COMMON AREAS. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Areas, including the repair and replacement of property or improvements thereon damaged or destroyed by casualty loss and all other property owned or controlled by the association.
2. TAXES AND ASSESSMENTS. Pay all real and personal property taxes and assessments separately levied against the Common Area owned by the Association or against the Association and or any property owned by the Association. Such taxes and assessments may be contested by the Association. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event the Association is denied the status of a tax exempt corporation.
3. WATER AND OTHER UTILITIES. Acquire, provide and / or pay for water, sewer, garbage disposal and refuse and rubbish collection, electrical and other necessary services for the Common Area owned by the Association.
4. LANDSCAPING. Maintain, repair, replace, landscape, plant and otherwise care for the landscaped areas and berms constructed by the Grantor on the Common Areas.
5. DRAINAGE FACILITIES. Inspect and maintain in perpetuity all graded surfaces located on the Common areas or on easements for surface drainage within the subdivision, including drainage structures or devices and all plantings and

- all ground cover which is not the responsibility of a public agency and which are installed or constructed to control, regulate, prevent or facilitate drainage.
6. RULE MAKING. To make, establish, promulgate, amend and repeal Association Rules.
 7. ARCHITECTURAL CONTROL COMMITTEE. Appoint and remove members of the Architectural Control Committee.
 8. ENFORCEMENT OF RESTRICTIONS AND RULES. Perform such other acts, whether or not expressly authorized by these Covenants, as may be reasonably necessary to enforce any of the provisions of these Covenants and the Association Rules.
- 7) TERM. That these protective restrictions and covenants shall run with and the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until December 31, 2020, at which time said Protective Restrictions and Covenants shall be automatically extended for successive periods on ten (10) years unless the owner or owners of the legal title to not less than two-thirds of the platted residence tracts or platted lots, by any instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said Protective Restrictions and Covenants, and such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Canyon County, Idaho. Such instrument or instruments shall contain proper referenced by volume and page numbers to the record of the Plat and the record of this deed in which these Protective Restrictions and Covenants are set forth, and all amendments hereof.
 - 8) AMENDMENT. These Protective restrictions and Covenants may be amended from time to time with respect to any part or portions thereof, prior to December 31, 2020, provided at least two-thirds of the votes cast by the membership, as of the date of the said amendment, and such members execute such amendment duly made and reduced to writing, and providing such proposed amendments shall have been first approved as may be required by the laws of the state of Idaho and any ordinance of the City of Caldwell.
 - 9) VIOLATIONS. That if the owners of any of the lots herein, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any person or persons owning any other lots in said subdivision or the Quail Meadow Homeowner Association, Inc. to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other relief for such violation.

10) MISCELLANEOUS.

- a) Successor to Grantor. All right of the Grantor under these Covenants, Conditions and Restrictions shall inure to and shall be exercisable by the successor in title (hereafter "Successor Grantor") to the Grantor in the event the Grantor conveys to the Successor Grantor fee title to all of the lots within Quail Meadow then owned by the Grantor, for the purpose of enabling the Successor Grantor to market and sell the Lots within the said subdivision to individual owners for the construction thereon of residential dwelling units.
- b) Annexation. The Grantor may annex additional property into Quail Meadow and brought within the provisions of these Covenants by the Grantor, its successors or assigns at any time and from time to time without the approval of any owner or the Association. The Grantor shall also have the right to delete all or a portion of the property described above from the coverage of these covenants and the jurisdiction of the Association so long as the Grantor is the owner of all of the property to be de-annexed and provided further than an appropriate amendment to the Covenants is recorded in the office of the Canyon County Recorder.
- c) Severability. Each of the provisions contained in these Covenants, Conditions and Restrictions shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity of enforceability of any other provision.

IN WITNESS WHEREOF, The Directors of Quail Meadow Homeowners

Association, Inc., have hereunto subscribed these restrictive covenants as of this

7th day of January, 2009.

Richard Penetration

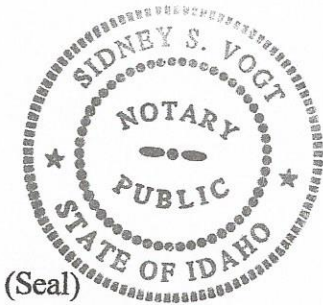
*Vice President, Quail Meadow
Homeowners Assoc, Inc.*

STATE OF IDAHO

COUNTY OF CANYON

On this 7th day of January, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Renstrom, known to me as to be the Vice-President of the Quail Meadow Homeowners Association, Inc. and acknowledged to me that he executed the within instrument for and on behalf of said corporation.

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



(Seal)

Sidney S. Vogt
Notary Public for Idaho
Residence Caldwell
Commission expires 3-20-2010