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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SIENNA HILLS SUBDIVISION NO. 1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA HILLS SUBDIVISION NO. 1 is made by Howell-Murdoch Development Corporation, (hereinafter "Grantor" or "Declarant") whose address is 4822 N. Rosepoint Way, Suite C, Boise, Idaho 83713.

ARTICLE 1: RECITALS

1.1 Property Covered. The Property subject to this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration" or "CC&R's") is that property in Canyon County, State of Idaho, which is contained in Sienna Hills Subdivision No. 1, and which is legally described on Exhibit A attached hereto, together with any additions or annexations as may hereinafter be brought within the jurisdiction of these CC&R's and the Sienna Hills Neighborhood Association, Inc. Lots 1, 23, 24, 25, and 30 of Block 1; Lot 6 of Block 4; Lot 5 of Block 5; Lot 1 of Block 6; Lot 1 of Block 7; Lot 1 of Block 8; Lot 1 of Block 12; Lots 1, 2, and 3 of Block 14; and Lot 1 of Block 60 are the Common Area Lots. The irrigation pumping station and irrigation backup well for the Pressurized Urban Irrigation System is located within Lot 5 of Block 5.

1.2 Annexation of Additional Properties or Additional Subdivisions into these CC&R's. Additional subsequent phases of Sienna Hills Subdivisions are contemplated to be annexed into these CC&R's, either by Declarant or by Kevin Howell Construction, Inc. In the event that any other properties are annexed into these CC&R's then those properties shall also be subject to these CC&R's except as modified by the recorded Declaration of Annexation. All annexed property will be under the jurisdiction of the Association as set out below. These CC&R's and any Declarations of Annexation shall be construed together as if all had been done at the same time. Each annexed property may have different covenants and building restrictions and different Common Areas particular to that annexed property. However, all Common Areas here and in annexed properties shall be for the benefit of all Owners in this subdivision and in the annexed properties. Sienna Hills Neighborhood Association, Inc., shall own, operate and manage all Common Areas in this subdivision and all annexed properties as if all were in one subdivision. In the event that any other properties are annexed, this Declaration shall be referred to as the "Master" Declaration.

1.3 Notice of Development of Adjacent Properties. Notice is hereby given to all Owners that surrounding properties (or other phases of Sienna Hills Subdivisions) may be developed as some type of commercial, retail multi-family, office, a school site and/or other non-residential uses. Declarant is under no obligation to develop any phase of the Subdivision or surrounding properties in any particular manner or order.

If any business Lots are so developed for business uses, each of the business lot phases will have its own separate business Covenants, Conditions and Restrictions for that particular business phase, whatever that phase may be. The Lots or parcels in a business phase (or any school site) shall not be part of, or subject to, these CC&R's and the Owners thereof shall have no votes in the Sienna Hills Neighborhood Association; Inc. Provided, however, that each of the Lots or parcels in the business phases, or school site, may be connected to the pressurized urban irrigation system (PUIS). If connected, the Owners of these Lots or parcels shall pay their proportionate share of all operation and maintenance costs of the PUIS and their proportionate share of the water costs relating to these Lots or parcels to the relevant Irrigation District or City of Caldwell. In the event that the school site or the business phases are not developed for school or business uses and are developed as single family residential uses then the Lots therein shall be subject to these CC&R's when, and if, annexed into these CC&R's.

1.4 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes that will apply to the development and use of the Property. This Declaration is designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and any Improvements located thereon.

ARTICLE 2: DECLARATION

2.1 Grantor Declaration; Owner Agreement by Accepting Deed. Grantor declares that all the Property described on Exhibit A shall be held, sold, transferred, encumbered, leased, used, occupied and improved subject to these CC&R's and the recitals above. Each Owner by accepting a deed to any of the property, and each occupant or tenant, by occupying or renting any part of the premises specifically agrees to be bound by these CC&R's.

2.2 Runs With The Land. These CC&R's shall run with the land described on Exhibit A and shall be binding upon all persons with any right, title or interest in the land. They are for the benefit of all the property and bind all successors, assigns, heirs and transferees.

2.3 Enforcement. These CC&R's may be enforced by Grantor, any Class A Lot Owner or by the Association.

2.4 Grantor's Rights; Model Homes and Sales Office. Notwithstanding the foregoing or any provision contained herein, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon. Grantor may maintain model homes, construction, sales or leasing offices, or temporary parking areas or similar facilities on any Lot or portion of the Property, including the Common Area or any public right-of-way. Grantor may also post signs incidental to construction, sales or leasing.

ARTICLE 3: DEFINITIONS

3.1 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.2 "Architectural Control Committee" shall mean the Board of the Association or any person or persons designated by the Board.

3.3 "Assessments" shall mean those payments required of Class A Owners and Association Members (excluding Declarant) and include but are not limited to all Assessments (whether regular, irrigation, start-up, special or limited), late charges, attorneys' fees, interest, and other charges set out in these CC&R's.

3.4 "Association" shall mean Sienna Hills Neighborhood Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

3.5 "Board" shall mean the Board of Directors of Sienna Hills Neighborhood Association, Inc. or other governing board or individual, if applicable, of the Association and includes its authorized agents and representatives. The Board shall also be the Architectural Control Committee and may designate and appoint any persons or entities to act and perform the duties of the Architectural Control Committee.

3.6 "Building Lot" shall mean one or more Lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall not include any Common Area, any area dedicated to the public, or any Lots deeded to an irrigation entity for an irrigation pump facility.

3.7 "By-laws" shall mean the By-laws of the Association (a copy of which is attached hereto as Exhibit B).

3.8 "Common Area" shall mean all Lots or facilities in this Subdivision that are designated herein or on the Plat as Common Area, common facilities or a common landscaped area. All Common areas and common facilities shall be managed and maintained by the Sienna Hills Neighborhood Association, Inc., including but not limited to those Lots set out in Article 6 below.

3.9 **"Declaration"** shall mean this Declaration as it may be amended from time to time.

3.10 **"Grantor"** shall mean Howell-Murdoch Development Corporation, an Idaho corporation, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. Grantor may also be referred to as the "Declarant".

3.11 **"Improvement"** shall mean any improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, recreational facilities, and fixtures of any kind.

3.12 **"Limited Assessment"** shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to 10% of the cost) incurred by the Grantor or the Association for corrective action performed pursuant to the provisions of this Declaration (see Article 9 below.)

3.13 **"Member"** shall mean each person or entity holding a membership in the Association. Members must be either a Class A Lot Owner or Grantor.

3.14 **"Owner"** shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation. A "Class A" Owner shall be any Owner of a Building Lot other than Grantor.

3.15 **"Person"** shall mean any individual, partnership, limited liability company, corporation or other legal entity.

3.16 **"Plat"** shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder.

3.17 **"Property"** shall mean all of the Property described in Exhibit A including each Lot or portion thereof, together with all water rights associated with or appurtenant to such property. This subdivision may also be referred to herein by name or as the Property or just Subdivision.

3.18 **"Regular Assessment"** shall mean the regular assessments assessed against all Class A Owners to defray the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs and expenses of the Association, including irrigation.

3.19 **"Start-up Assessment"** shall mean that initial fee payable to the Association to start-up the Association and for other activities. This one time start-up fee is assessed against the buyer of each Lot upon the first purchase of each Lot. It is paid only one time.

3.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments.

3.21 "Transfer Special Assessment" shall mean that transfer fee assessed against each Lot transferred, to be paid to the Association on each transfer of legal title and recording of a deed to a Lot in this subdivision.

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Prior Plan Approval; Architectural Control. No Improvement of any kind shall be placed or permitted to remain upon any part of the Property unless a written request for approval has been approved by the Board of Directors of Sienna Hills Neighborhood Association, Inc., (the Architectural Control Committee) or a person designated by the Board to approve same. The written request to the Board shall contain the plans, specifications, landscaping plan, and exterior color scheme. The approval of the Board will not be unreasonably withheld if the plans and specifications comply with these CC&R's, all government ordinances, and are in the general harmony of the existing structures and improvements located in this Subdivision. The initial address of the Board shall be 4822 N. Rosepoint Way, Meridian, Idaho 83713.

4.2 Government Rules. In the event any of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rule, regulation or ordinance shall apply.

4.3. Use and Size of Dwellings. All Building Lots shall be used exclusively for one or two-story single-family homes. Lots less than 9,000 square feet shall have a one story home of not less than 1,800 square feet or a two story home of not less than 2,200 square feet. Lots between 9,000 and 10,000 square feet shall have a one story home of not less than 1,900 square feet, or a two story home of not less than 2,300 square feet. All other Lots shall have a one story home of not less than 2,000 square feet, or a two story home of not less than 2,400 square feet. Eaves, steps, open porches, car ports, garages and patios are excluded in the computation of square footage.

4.4 Basements. Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and Owner builds and owns their basement at their own risk.

4.5 Accessory Structures; Storage Sheds; Patio Covers; Outbuildings. There shall be no metal or wood storage attachments to any home except as approved by the Board.

Storage sheds attached to the residential structure shall be constructed and roofed with the same materials as the residential structure and shall be a similar color.

Patio covers shall be constructed and roofed with the same materials as the residential structure and shall be a similar color. Provided, however, that the Board may

approve a different design, color and materials if aesthetically compatible with the residential structure. (A patio cover is not to be considered as an outbuilding.)

Outbuildings shall be limited to one per Lot, and shall be constructed of quality materials, be finished or painted in the same general color as the residential structure, shall be constructed and roofed with the same materials as the residential structure, and shall be first approved by the Board and comply with local ordinances.

4.6 Setbacks. All setbacks shall comply with the pertinent local government ordinances. Provided, however, certain Lots have special easements along the Lot boundary lines which are larger than the government setbacks. These special easements are identified on the plat or described herein. For those Lots with these special easements, the foundation of the building shall not encroach on that easement area, and that easement area shall be the required setback.

4.7 Garages. All residential homes shall have an attached enclosed garage which holds no less than three cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

4.8 Exterior; Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling. The exterior materials and colors of each building and the appearance of the building shall first be approved by the Board. Earth tones and grays are encouraged for the body of the home. Bright or bold colors for the body of the home are discouraged. Bay windows, broken roof lines, gables, hip roofs, etc. are strongly encouraged. Any future changes to colors or exterior must be approved by the Board.

4.9 Fifty (50%) Percent Brick, Stone, Stucco on Front Exposure. The front exposure of the dwelling shall be covered by brick, stone or stucco over at least fifty (50%) percent of the total square footage of the area of the "front exposure" of the dwelling. No cottage lap siding shall be allowed on the front exposure of any dwelling. The "front exposure" area shall be that area from the eaves to the ground and from the side corner to the opposite side corner on the exterior of the dwelling generally parallel with the street and which contains the main entrance doorway (dwellings on a corner lot need have only one "front exposure"). The Board may approve a different percentage. To compute the fifty (50%) percent of the front exposure, windows and garage doors shall be excluded. (For example, if the front exposure of the dwelling is a total of 600 square feet and the windows and garage doors are 200 square feet, then at least fifty (50%) percent of the remaining 400 square feet would be covered by brick, stone or stucco).

4.10 Driveways. All Lots shall have a concrete driveway and a minimum of two concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, permabark, rock or gravel.

4.11 Roofs. Roofs must be of at least 6 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be black architectural composition shingles. Any future changes to roof or color must be approved by the Board.

4.12 Lot Grading and Drainage Requirements. Grantor has not graded the Lot to account for drainage and Grantor shall have no duty to grade any Lot for proper drainage. Grading for drainage shall be the sole duty of the Owner and, if applicable, the Owner's builder. Each Lot Owner shall grade and maintain the grade on their individual Lots so that:

- A) Drainage of storm and irrigation water is kept away from adjacent Lots;
- B) The Lot will drain sufficiently away from the foundation with a proper slope so that water is kept out of the crawl spaces; and,
- C) All drainage is in accordance with local building code requirements.

4.12.1 Owner's Liability. It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's Lot from draining onto any other Owner's 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 Lot as provided herein, or uses excessive irrigation water, and water flows off the Lot onto an adjacent Lot or property causing damage or injury, the offending Owner may be liable for any damages occurring as a result of the drainage.

4.12.2 Grantor No Liability For Drainage. Grantor shall have no liability for any damages or problems caused by drainage. Nor shall Grantor have any duty to remedy, fix or cure any drainage problems on any individual Lots.

4.13 Landscaping. Berms and sculptured planting areas are strongly encouraged. Each Lot must have a full coverage automatic sprinkler system. Sod for the entire yard, and landscaping of the front yard shall be completed as of the date of the occupancy of the home (weather permitting) and such landscaping shall be the responsibility of each respective Owner of the Lot. Landscaping, at a minimum, shall include:

- A) At least two (2) trees of not less than two inch (2.0") caliper in the front yard. ("Caliper" is the diameter of the tree trunk measured 6 inches above the root ball);
- B) Not less than ten (10) one gallon shrubs, five (5) 2 gallon shrubs, and four (4) five gallon shrubs, in the front yard;
- C) The front yard of each dwelling shall be enhanced by at least one (1) of the following: bermed area, decorative concrete curbing, or decorative boulders.

The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the house. For Building Lots on corners, the "front yard" shall also include the entire side yard next to the side street from the front Lot line to the rear Lot line.

Weed Control: Prior to the planting of grass it shall be the responsibility of the builder and/or the Owner to keep all weeds on the lot under control and periodically cut so they remain less than 6" tall. Neglected weeds may be cut by the Association without notice and the bill therefore shall be paid by the lot Owner as a Limited Assessment.

4.14 Fences.

4.14.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision Property. After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot (except as set out below). The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

4.14.2 Association Fences. The fence along the boundary of Common Area located within Lots 1, 23, 24, 25, and 30 of Block 1; Lot 5 of Block 5; Lot 1 of Block 12; and Lots 1, and 3 of Block 14 shall be owned and maintained by the Association. All other fences constructed in any Common Area, or on any Common Area Lot shall also be owned and maintained by the Association.

4.14.3 Other Owner Fences. Other Owner fences are not required. Any fence by an Owner shall be of Trex, vinyl or wrought iron material and shall first be approved by the Board. Specifications for said fencing are attached hereto, and incorporated herein, as Appendix A. Chain link fences prohibited anywhere within the subdivision. No combustible fence shall be constructed adjacent to and along side of a Common Area wrought iron fence.

4.14.4 Distance From Street. No fence shall be constructed on any Lot (including corner Lots) closer to the front Lot line than two (2) feet behind the front edge of the dwelling. For corner Lots, the fence along the side street shall be, if possible, at least ten (10) feet from the back of the sidewalk or as applicable code may require (the back of the sidewalk is the side away from the street.)

4.14.5 Chain link fences. No chain link fences are allowed except where required herein or along watercourses or open ditches.

4.15 Construction. No pre-existing home, mobile home, house trailer, tent, shack, or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months. Temporary construction structures are permitted only during the time of construction. A temporary pre-fabricated mobile "sales center" may be used prior to the completion of a model home permanent structure.

4.16 No Yard Lights; Antennae. Yard lights shall not be allowed. Photo sensitive or electric eye Soffit lights are required, with not less than one (1) located in the front entry way. Installation is the specific responsibility of the lot Owner.

For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located to the rear of the structure and reasonably screened from view of other front and side Lot Owners.

4.17 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

4.18 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

4.19 Disabled, Dilapidated or Stored Vehicles. Any disabled vehicles, vehicles not used on a regular basis, or dilapidated vehicles located upon any portion of the Property or a Lot are a nuisance and absolutely prohibited unless they are fully enclosed in a Board approved structure. Such vehicles may be removed by the Board as a corrective action as provided in Article 9 below.

4.20 Screening; Unsightly Articles; Holiday Decorations; Lighting. No unsightly articles or materials, junk, car bodies, or any other unsightly property shall be permitted to remain on any Lot so as to be visible from any other Owner's Lot. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other Lots. Trash is to be kept in containers and areas approved by the Board. All trash cans shall be screened from view of the street during all times other than trash pick up day. Play equipment, toys, lawn equipment and the like (when not being used) shall be screened from view of the street. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, building materials or scrap shall be kept, stored or allowed to accumulate on any property except within an approved enclosed structure. Vacant residential structures shall not be used for storage.

Holiday decoration should only be put up 30 days prior to any holiday and taken down with 30 days after the holiday for which they were placed. No other lights shall be placed on the outside of a home that would be a nuisance to another Owner. Spot light

type security lights shall be directed to the ground on the Lot and shall not be pointed at neighbors.

4.20.1 No Unscreened Boats, Campers and Other Vehicles. No operational boats, trailers, campers, all-terrain vehicles, motorcycles, bicycles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless enclosed by a concealing structure or other screening as approved by the Board. Provided, however, no vehicles or the like (including sail boats with masts) taller than ten feet or longer than 30 feet shall be allowed to be stored on any portion of the Property. If a stored item is taller than the front screening fence, then the item must be parked two feet away from the fence for every one foot it is taller than the fence. (For example, a nine foot tall motor home would be required to be parked six feet away from the front fence if that fence was six feet tall, and eight feet back if the fence was five feet tall.)

Notwithstanding anything contained herein, an operational boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owner's Lot (if permitted by local ordinances) for a temporary time not to exceed three consecutive days.

4.20.2 Removal of Items; Warning; Costs. The Board or its representatives may remove any items in violation of this Declaration at any time after giving the owner fifteen (15) days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a Limited Assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs (see Article 9 below.)

4.21 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair, and the landscaping shall be regularly watered, fertilized and mowed. In the event an Owner permits an Improvement or landscaping to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Articles 8 and 9 below.

4.22 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than four total domestic animals (dogs and/or cats) shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run must be screened, placed inside the Lot fences, and approved by the Board. Each Owner shall be responsible for collecting and removing all animal feces and other waste deposited from their animals from the Property, common area and Lots not belonging to such the Owner.

4.23 Signs. No sign shall be displayed to public view without the approval of the Board except: (A) signs used by Grantor in connection with the development and sale of the Property; (B) signs identifying the development; (C) informational signs by the Board displayed on Common Areas; (D) one sign of less than 6 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (E) signs required by the governing authorities.

No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board. No "For Rent" or "For Lease" signs shall be placed on any common area, Lot or other Property.

4.24 Business Activity. No building in this residential Subdivision may be used for any commercial business purposes, day care, manufacturing operations or as a retail business. A "Home Office" business shall be allowed if permitted under the applicable City Ordinances. Any Home Offices, however, shall be subject to the following restrictions:

- A) No signs of any kind shall be allowed on the premises advertising the business,
- B) No commercial vehicles shall be parked in the street,
- C) No more than two "customers" or "clients" visit the Home Office business at any one time and they park in the driveway and not in the street,
- D) No unsafe or unsightly conditions shall be allowed to exist on the premises.

4.25 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.26 Storm Water and Drainage Easement Areas. The City of Caldwell, Idaho, (hereinafter called "City") is hereby granted a perpetual blanket storm water retention and drainage easement over the following Common Area Lots: Lot 1 of Block 1; Lot 6 of Block 4; and Lot 5 of Block 5.

These Lots are identified on the plat as the area for "Storm Drainage Easement". Together these easements are for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes, sand and grease traps, and all related storm drain facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water. The City has the right at any time to inspect the stormwater drainage facilities, and if necessary, promptly perform any required maintenance. Any changes to previously approved documents regarding the storm water system shall require the approval of the City. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of

the City to operate and maintain these drainage facilities. Driveways in these easements' areas are permitted.

4.26.1 "Heavy" Maintenance of Drainage/ Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage, both surface and sub-surface, facility to ensure it is functioning properly; cleaning out the facility piping, manholes sand and grease traps, and mucking out the storage facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. If the City shall decide not to perform such "heavy"

4.26.2 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for the Sienna Hills Subdivision. This Manual is as follows:

Sienna Hills Subdivision
Stormwater Retention O & M Manual

This manual outlines the duties to be performed by the Sienna Hills Neighborhood Association, Inc. (hereinafter the "Association") for the light maintenance of the storm water retention facilities located in certain of the Common Areas.

1. **Purpose of Stormwater Facility.** The primary purpose of the stormwater facilities is to convey stormwater from the streets through a system of buried pipelines, manholes and sand and grease traps to the stormwater retention pond or sub-surface absorption trenches. These facilities are intended to store and percolate the stormwater into the underlying soils layers. Any water in excess of this rate will be temporarily stored above ground within the pond or infiltration gallery. After the storm subsides, the pond will empty by percolating into the sub-soils through the sub-surface absorption trenches and perforated pipe lines.

2. **Additions to Facility; Removal; No Liability on City.** Additions to the facility (if any), such as park benches or additional landscaping, shall be considered temporary and may be removed by the City or Association when heavy maintenance of the facility is needed. In the event that any of these additional items are moved, the City shall have no liability relating to the removal and shall have no responsibility to repair or replace any items moved. The sole responsibility for the repair and/or replacement thereof shall be with the Association.

3. **Light Maintenance.** The Association shall have the duty to perform the light maintenance of the ponds and/or infiltration facilities as follows:

3.1 Monthly Inspection of Pond. Monthly visual inspections of the ponds and/or infiltration shall be performed by the Association to check for bank stability, water spots, water entering the pond from adjacent lots, rodent holes and bank erosion. In the event that any of these items are found, the Association shall have a licensed contractor make the necessary repairs.

3.2 Monthly Inspection of Underground Storm Drain Facility. Monthly visual inspections of the underground storm water drain facility shall be performed by the Association to check for clogging or standing water in or on the piping, the manholes sand and grease traps or other structures. In the event that any of these items are found to be clogged the Association shall contact the City so that the City can perform the "heavy" maintenance responsibilities. If the City declines to perform this maintenance, then the Association shall have a licensed contractor make the necessary repairs or clean the facilities.

3.3 Mowing and Maintenance of Landscaping. The Association shall perform the normal surface routine maintenance such as mowing lawns, fertilization, weed control, and irrigation of any landscaping. Any lawn placed in the pond shall be maintained in a healthy condition.

3.4 Trash Cleanup. Any trash found during the periodic inspections shall be collected and removed from the pond and disposed of properly offsite.

4.26.3 Association Failure to Maintain: In the event that the City determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Manual above, then the City shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within those 30 days the Association may undertake to initiate and conclude all maintenance defects as identified by the City. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by the City within the prescribed thirty (30) days, then in that event, the City may begin to undertake such maintenance. The City is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform such inspection and maintenance of the Common Areas identified herein.

Should the City engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. The City shall first bill the Association and if such bill shall not be paid within sixty (60) days, then the City shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots pursuant to the

CC&R's as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by the City

The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and storm drain facilities contained therein without the prior written approval from the City.

The Association and all lot owners by accepting title to a lot agree that all lot owners within these subdivisions are benefited property owners of such maintenance.

4.27 Renting/Leasing. No home (or any other part of the property) lot, or Property shall be rented or leased to third parties, except where: (1) the Tenant has been given a copy of these CC&R's; the Tenant has executed a written lease or rental agreement where the Tenant has affirmatively agreed to be bound by the terms and conditions of these CC&R's, specifically including, but not limited to the use of the Lot and the Subdivision, and the Lot landscaping and maintenance requirements; (3) the Lot Owner has provided in the lease or rental agreement that the Lot landscaping will be maintained by a professional landscape maintenance company or other organization during the term of the lease or rental; (4) a copy of the signed written lease or rental agreement is provided to the Association within thirty (30) days of the date of the first day of any term of any such lease or rental.

During and rental or lease term, the Lot Owner shall remain primarily responsible for the condition of the property, for all assessments and all other obligations under these CC&R's. In addition, the Lot Owner shall be responsible for any damages caused by the Lot Owner's Tenants, invitees or other guests to any Common Areas or other common facilities owner or maintained by the Association.

If the Lot Owner or Tenant fails to provide a copy of the written lease or rental agreement, then the Lot Owner shall be responsible to pay to the Association an administrative fee of Two Hundred Fifty and No/100ths Dollars (\$250.00) per month. If the Lot Owner or the Tenant fail to maintain the landscaping or the exterior appearance of the property, then the Declarant or the Association, after thirty (30) days notice to the Lot Owner (with a copy to the Tenant, if known), shall have the right to perform that maintenance as a corrective action and the Lot Owner shall be responsible for all of the costs thereof, plus an additional administrative fee of twenty-five percent (25%) of the costs to the Association of providing such maintenance, and plus a further and additional management fee of One Hundred and No/100ths Dollars (\$100.00) per month. Each of the above shall be and constitute a Limited Assessment as provided in these CC&R's.

ARTICLE 5: WATER

5.1 Water Rights. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following: a) that such property is in an Irrigation District, including but not limited to Wilder Irrigation District and Nampa & Meridian Irrigation District (hereinafter "District"); b) that the water in District has not been transferred from

this property; c) that each Owner of any Lot is subject to all water assessments levied by District, or other water supplier and/or the Association; d) that each Lot Owner shall be responsible to pay any levies attributable to that Lot by District, or other water supplier and/or the Association; e) that all water assessments are a lien upon the Lot. Each Owner or occupant of any Lot in Sienna Hills Subdivision specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers and directors relating to irrigation water, the quality of the irrigation water or the quantity of irrigation water.

5.2 Irrigation District Agreements. The Lots in this Subdivision shall be subject to any existing or future recorded agreements or license agreements with the District regarding this Subdivision, or regarding any irrigation easements, licenses or encroachment agreements.

5.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through the District via a pressurized urban irrigation system (PUIS). This system shall be owned maintained and operated by the City of Caldwell with all water, operation and maintenance costs billed either to the Lot Owners individually or to the Association. Each Lot Owner shall pay for the costs of water, maintenance and operation of the PUIS as billed by District or the City, whether billed individually or through the Association. Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot.

Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from this control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems. Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage.

5.4 Water Costs: All irrigation water costs (including water costs for all Common Area Lots) shall be paid by the Lot Owners either from individual assessments against each Lot by District or the City or other water suppliers; or, if the water supplier provides billing to the Association, then the water costs shall be paid as part of the Association's Assessments to Lot Owners. Each Lot Owner shall pay his or her share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

5.5 Water Unreliable: The area of the country where this subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. [As one example; in 1977, a drought year, some irrigation ditches ceased carrying any water in July of that year.]

5.6 Rotation: Irrigation water may be placed on an irrigation rotation schedule by the City. No Lot in Sienna Hills Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in these subdivisions agrees to be bound by and to comply with, any rules or regulations for the use and rotation of irrigation water between the Lots as set out by the Association, the City or by District. The City, Board or the District may establish another water rotation schedule for all Lots and Common Areas in this Subdivision and other general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedules or rules may, following notice from the City, Board, or the District, may result in suspension of the right to use irrigation water.

5.7 No Liability: Neither City, District, nor the Declarant (or any members, employees, agents, officers or directors thereof), shall have any liability OF ANY KIND to any Lot Owner, tenant, the Association, member of the Association or any other person or entity for any losses or damages relating in any respect to the 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. Each Lot Owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, City, District and Declarant, their agents, employees, officers Directors, Members and/or shareholders for any loss or damage relating in any respect to the water, or the supply of water.

5.8 Extended Season Water: Extended season irrigation water (water which may be provided before or after the normal irrigation season or to supplement the irrigation water) may not be provided to the Subdivision. No Lot shall have any right to extended season water, and neither City, Declarant, District nor the Association shall have any obligation to provide extended season or supplemental water. In the event any extended water is provided for, the costs thereof shall be assessed as other water costs are assessed.

5.9 WARNING! IRRIGATION WATER IS NOT DRINKABLE

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

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 pressurized irrigation system is not drinkable;
- B) Ensure that ALL of the faucets and risers in the pressurized 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 pressure irrigation risers;
- D) Not install, or maintain the installation of, any cross connections between the pressurized 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 backflow prevention device meets all relevant governmental and building code requirements.

5.10 No Liability for Quality of Water. Neither the City, the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, the Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

ARTICLE 6: COMMON AREAS.

6.1 Common Area Lots. In Sienna Hills Subdivision No. 1, the following Lots are designated as Common Areas or common landscaped areas: Lots 1, 23, 24, 25, and 30 of Block 1; Lot 6 of Block 4; Lot 5 of Block 5; Lot 1 of Block 6; Lot 1 of Block 7; Lot 1 of Block 8; Lot 1 of Block 12; Lots 1, 2, and 3 of Block 14; and Lot 1 of Block 60.

These Common Area Lots in Sienna Hills Subdivision No. 1 shall be deeded to, managed by, and maintained by the Sienna Hills Neighborhood Association, Inc. These Lots are subject to any easements set out on the plat.

6.2 Association Multi-Use Areas; Micro-Path Lot. Lot 30 of Block 1 contains a Micro-Path for the use by the Owners. This Micro-Path shall be paved and landscaped as approved by the City of Caldwell and shall be for the ingress and egress of pedestrian and bicycle traffic only. No motorized vehicles are allowed on the Micro-Path Lot. This Common Area shall be owned and maintained by the Sienna Hills Neighborhood Association, Inc., and such maintenance shall comply with all Caldwell City requirements and regulations for Micro-Path areas, including maintenance of the fences alongside the

micro-path area. The maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City. Any fences constructed on these Lots shall be Common Area fences and shall be maintained by the Association. Any fence built on private property adjacent to any Micro-Path shall be built only in accordance with all governmental ordinances, including but not limited to the City's Landscape ordinances.

6.3 Common Area Lots Subject to Wilder Irrigation District and Boise Project Board of Control Easements. Common Area Lot 24 of Block 1 and Lot 2 of Block 14 are Common Area Lots which contain the Deer Flat Canal ditch and are subject to the operation and maintenance easements of Wilder Irrigation District and Boise Project Board of Control. These Lots are not available for the general use of the public or the Owners in the subdivision except for the designated pathways. Any Lot which backs up to these Common Areas Lots shall maintain a five (5) foot wrought iron fence with no gates or direct access to these Lots, and any dumping of materials, grass clippings, trash or the like on these Common Area Lots is strictly forbidden.

6.4 Use of Common Areas. Every Owner shall have the equal right to enjoy the use of those Common Areas or common facilities which are designed and built for such use. The Association may make reasonable rules governing use of the Common Areas and facilities. The use of some Common Areas, such as ditches or canals, may be prohibited. All Common Areas and facilities in this Subdivision shall be owned by the Association, unless otherwise set out herein. The Association shall have the power to suspend the use of all Common Areas to Members who are in arrears for non-payment of Assessments. However, the Association may not suspend street or sidewalk access to a Member's Lot or home. The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes agreed to by the Members. No dedication, mortgage or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer is signed by the Grantor (if Grantor still owns any of the Building Lots), and two-thirds (2/3) of the Class A Members. Transfer must also be approved by any local government having jurisdiction over the transfer. [Provided, however, a transfer of a Common Area Lot containing the PUIS pump station or PUIS facilities needs only the signature of Grantor and the recording thereof to be effective.] Said transfers shall become effective when the instrument is recorded. In the event that an Owner's access to his Lot is over any Common Area, then any transfer of that Common Area shall be subject to an easement for the access of the Owner.

6.5 No Liability for Common Areas. Each Lot Owner by accepting a deed to a Lot in this Subdivision and each occupant by occupying a Lot, and each user of the Common Areas by using the Common Areas, specifically agrees that the Declarant, its agents, officers, employees, members and shareholders shall have no liability of any kind whatsoever relating in any way to the use of the Common Areas including, but not limited to, any accidents or bodily injuries which result from the use of the Common Areas, and all claims relating thereto are specifically waived and released. Nor shall the Association, its officers, agents, or employees have any such liability. All Lot Owners, occupants and users of the Common Areas specifically assume the risk and waive any and all claims

relating to the use of the Common Areas.

6.6 Irrigation Piping Easement. Under Common Area Lots 24 and 25 of Block 1; Lot 6 of Block 4 and Lot 5 of Block 5 lies an irrigation pipe. An easement is granted over these Lots for the maintenance, operation, repair and replacement of these irrigation pipes by any party using the pipes or having water in the pipes. In the event that these pipes are not maintained by the water users, they shall be maintained by the Association.

6.7 Damages. Any Owner shall be liable for damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, the Owner's tenant, or the Owner's family, guests, agents, contractors or invitees. In the case of joint Ownership the liability of such Owners shall be joint and several. The cost of correcting the damage shall be treated as a Limited Assessment against the Owner and Building Lot and may be collected as provided herein. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE 7: SIENNA HILLS NEIGHBORHOOD ASSOCIATION, INC.

7.1 Organization of Sienna Hills Neighborhood Association, Inc. Sienna Hills Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-laws (attached hereto as Exhibit B) and this Declaration. Neither the Articles nor the By-laws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.2 Membership. Each Owner of a Lot subject to assessment, by virtue of being an Owner, and for so long as such Ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated except upon the transfer of Owner's title. Any prohibited membership transfer shall be void and will not be reflected on the books of the Association.

7.3 Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

(A) **Class A.** The Class A Members shall be all Owners of Building Lots within the Subdivisions, with the exception of Declarant, and shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members, but in no event shall more than one vote be cast

with respect to any one Building Lot.

(B) **Class B.** The Class B Member shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each residential Building Lot (platted or unplatted) owned by Declarant in Sienna Hills Subdivision No. 1 and subsequent residential Sienna Hills Subdivisions. The Class B Member shall cease to be a Class B voting Member in the Association at the time the Declarant deeds away the last residential Building Lot to an Owner other than Declarant in Sienna Hills Subdivision and subsequent residential Sienna Hills Subdivisions, or on December 31, 2011, whichever date is sooner. Thereafter Declarant shall have the votes of a Class A Owner for each Building Lot owned.

7.3.1 No Fractional Votes or Severance from Land. Fractional votes are not allowed. If joint Owners cannot agree how their vote will be cast, they lose their right to vote on the matter being put to a vote. A vote cast will be conclusive for all purposes that the Owner had authority and consent of all joint Owners. Votes may not be severed from the Building Lot. However, an Owner may give a revocable proxy, or assign the Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of a Building Lot to a new Owner automatically transfers the voting right to the new Owner.

7.4 Board of Directors and Officers. The affairs of the Association shall be managed by a Board of Directors ("Board") and such officers or agents as the Board may elect or appoint as provided in the By-laws. The Board shall be elected in accordance with the By-laws.

7.5 Power and Duties of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Idaho subject only to the limitations set forth in the Articles, By-laws, and this Declaration. The Association shall have the power to appoint representatives and the power to perform all acts which may be necessary or incidental to discharge its duties and responsibilities and to manage and operate the Association's Common Areas and assets. The Association's powers include, but are not limited to, the following:

7.5.1 Assessments. The power to levy Assessments on any Class A Owner as set out herein and to force payment as provided in this Declaration.

7.5.2 Enforcement. The power and authority in its own name, or on behalf of any Owner who consents, and at its own discretion, to file and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the By-laws; and to file and maintain any action to enforce the terms thereof.

7.5.3 Emergency Powers. The power to enter upon any property (but not inside any building) in any emergency where there is potential danger to life or property or when necessary to protect or maintain Improvements for which the Association is

responsible. The Association may also enter upon any property to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practical. Any damage caused by the Association shall be repaired by the Association.

7.5.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements. The Association shall have the power to enter into any cooperative or license agreements regarding water or irrigation systems. The Association shall have the power to grant and convey to any third party licenses, easements and rights-of-way in, on or under the Common Area or in any easement areas of any Lots as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Property and Common Area, and for the preservation of the health, safety, convenience and welfare of the Owners. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

7.6. Duties of the Association. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, the Articles and By-laws, the Association shall have the authority to perform, without limitation, each of the following duties:

7.6.1 Operation and Maintenance. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, and, at the discretion of the Board, provide for: a) the cleaning and sweeping of the streets in the subdivision to keep construction mud and debris to a minimum; b) mowing the vacant Lots and maintaining right of way areas in or adjacent to the subdivision to keep the subdivision as a whole as aesthetically pleasing as possible.

7.6.2 Taxes and Assessments. Pay all real and personal property taxes and assessments including but not limited to water costs separately levied against the Common Area or against the Association and/or any other property in this Subdivision owned or managed by the Association. Taxes, assessments and water costs may be contested or compromised by the Association and the costs are a Common Area expense. The Association shall pay any applicable federal, state or local taxes levied against the Association.

7.6.3 Water and Other Utilities. Acquire, provide and pay for water, utilities, maintenance, operations costs, and other necessary services for the Common Areas or any pressurized urban irrigation system.

7.6.4 Insurance. Acquire insurance coverage as the Board deems necessary or advisable, from insurance companies authorized to do business in the State of Idaho, and maintain any insurance policies including, but not limited to the following: (A) Comprehensive public liability insurance insuring the Board, the Association, the Grantor and/or the individual grantees and agents and employees of each against any liability incident to the Ownership and/or use of the Common Area; (B) Directors' and officers' liability insurance; (C) Motor vehicle insurance and Workmen's Compensation

insurance; (D) Performance, fidelity and other bonds the Board deems necessary to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of Association funds or other property. 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 the Owner's interests in such proceeds. All proceeds shall be used for Association purposes. Insurance premiums for the above insurance coverage shall be a common expense to be included in the Regular Assessments levied by the Association.

7.6.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary at the discretion of the Board to enforce any of the provisions of this Declaration, the Articles or the By-laws.

7.7 No Liability. No Board member, committee member, Association officer, Grantor or its officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of that person provided that the person has acted in good faith and without gross, willful or intentional misconduct.

7.8. Budgets; Operating Statement; Balance Sheet; Inspection. Within sixty (60) days after the close of each calendar year, the Association shall cause to be prepared and shall make available for inspection by any Owner; (1) a balance sheet as of the last day of the Association's calendar year; (2) an annual operating statement reflecting the income and expenditures of the Association for its last calendar year; and (3) a proposed budget and schedule of Assessments for the current year. Notice of scheduled Assessments due shall be given at least once a year.

7.9 Meetings of Association; Notice of Meeting and Assessments. Each year the Association shall hold at least one annual meeting of the Members on April 30, or some other date set by the board between April 15 and September 30. If any meeting date falls on a weekend or holiday then the meeting shall be on the next following business day. Notice of such meeting shall be given at least 10 and no more than 30 days prior to the meeting and such notice may include notice of the Assessments scheduled due for the coming year. Only Members or their proxies shall be entitled to attend Association meetings. All other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, at the address for the Lot in the subdivision or the address supplied in writing to the Association. This notice shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property, or as close thereto as practical, at a reasonable place selected by the Board. The presence at any meeting of the Class B Member (or representative) where there is such a Member, and of Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held

because a quorum is not present, the Members present may adjourn the meeting to another time not more than thirty (30) days from the time the original meeting was scheduled. If the rescheduled meeting is more than 30 days then additional notice of the next meeting shall be given. At any subsequent meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE 8: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property subject to these CC&R's, each Class A Owner hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association pursuant to this Declaration. In the event this subdivision is developed in phases, the Lots in uncompleted phases shall not be assessed until they become Class A Owner's Lots. Declarant shall not pay any Assessments for Lots owned by Declarant. No Mortgagee shall be required to collect any assessments.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges set out herein, together with 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.

8.1.2 Assessment Personal Obligation. Each Assessment obligation set out herein which accrues during the time of Ownership shall also be the personal obligation of the Owner beginning the time the Assessment falls due. This personal obligation for Assessments shall remain Owner's personal obligation regardless of whether he remains an Owner. Notwithstanding anything contained herein, the failure to pay assessments does not constitute a default on an Owner's federally insured mortgage.

8.2 Regular Assessments. All Class A Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

8.2.1 Initial Regular Assessment. The initial Regular Assessment for the calendar year 2007 is to be four hundred fifty dollars (\$450.00) per calendar year per Lot. This initial assessment is due upon sale of a Lot from Grantor and shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by the Buyer upon closing of the first transfer of the Lot from the Declarant to the Buyer.

8.2.2 Proceeds from Assessments. The proceeds from any Assessments are to be used to pay for all costs and expenses incurred by the Association of any kind or nature, including but not limited to; (A) legal, accounting, management, and professional fees; (B) the costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of the Common Area and common facilities; (C) an amount allocated to an adequate reserve fund, established by the Board, for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained; (D) the costs and expenses of irrigation water and the PUIS; (E) the costs of

cleaning the streets in the subdivision and mowing any portions of the subdivision to keep weeds down.

8.2.3 Computation of Regular Assessments. The Association shall compute the amount of all expenses on an annual calendar basis and shall assess each Class A Owner's Lot equally for all Assessments (except the Limited Assessments which are on a Lot by Lot basis). Regular Assessments for the calendar year shall be pro-rated as of the date of closing.

8.2.4 Amounts Paid by Owners. The Board can require, in its discretion, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments, or an installment to coincide with an irrigation water assessment from any Irrigation District to the Association. The Regular Assessment to be paid by any particular Owner for any given calendar year shall be computed by dividing the Association's total advance estimate of expenses by the total number of Class A Building Lots in the Property (i.e., each Class A Owner of a Building Lot shall pay an equal share of Regular Assessments).

8.3 Special Assessments.

8.3.1 Transfer Special Assessment. Upon each transfer of any Lot in the subdivision and the recording of the deed each Buyer at closing shall pay to the Association a special transfer assessment of Fifty (\$50.00) Dollars which shall be used for general Association purposes.

8.3.2 Start-up Development Assessment. Upon the sale of each lot in this subdivision from the Declarant, the Buyer shall pay to the Association, at closing, an initial start-up fee assessment equal to three hundred dollars (\$300.00). This fee shall be a one time initial start-up fee assessment, and shall not be prorated for any time left in the calendar year. This start-up fee assessment shall be paid in full regardless of the time of year of the closing and is in addition to the pro-rated regular assessment payment set out above.

8.3.3 Special Short Fall Assessments. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be short to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, the Board shall determine the approximate amount necessary to defray such expenses and levy an Excess or Special Assessment equally to all Class A Owners. No such Assessment shall be levied which exceeds thirty-five percent (35%) of the budgeted expenses of the Association for that calendar year, without the vote or written assent of 2/3 of the Class A Owners. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Building Lot and the Owner thereof personally as a remedy to reimburse the Association for costs (together with the 10% management fee, interest and attorneys fees as provided in Article 9 below) incurred in bringing the Owner and/or such Owner's Building Lot into compliance with the provisions of these CC&R's.

8.5 Notice and Assessment Due Date. Except for the Special Transfer Assessment, the Start-up Assessment and initial prorated Regular Assessment, written notice of all other assessments shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within ten (10) days after the levy and notice thereof. 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.

8.6 Late Fees; Interest on Past Due Assessments. Assessments of any kind which are not paid within thirty (30) days of the due date shall be assessed an additional late charge of \$50.00. In addition, interest shall be paid on the unpaid assessment at the highest rate allowed by law.

8.7 Estoppel 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 or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or Mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 9: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments. Each Owner of a Building Lot, by accepting a deed to a Building Lot, covenants and agrees to comply with the terms, covenants, conditions and restrictions contained herein and to pay each Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Board or its authorized representative may enforce these covenants or

the obligations of the Owner hereunder by: (A) direct corrective action against the Owner or the offending violation; (B) litigation at law or in equity; (C) foreclosure of the liens created herein; (D) expenditure of funds to remedy any violations; and/or (E) any other lawful action.

9.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of 1-1/2% per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action, and all attorneys fees incurred. Such shall be a Limited Assessment against that Lot and that Lot Owner consents to a lien enforceable in the same manner as other assessments set forth in these CC&R's. If such an assessment is not paid within ten (10) days of notice of the limited assessment, the Owner shall also be subject to late fees set out herein.

9.1.2 Notice of Corrective Action. Prior to taking corrective action the Board, or its authorized representative, shall give notice to the Owner of the violation of these Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice, the Owner consents to corrective action by the Board or its representatives and shall pay all the costs of such corrective action, together with a 10% management fee.

9.2 Assessment Liens. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot together with other charges as provided in this Declaration. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the 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.

9.2.1 Claim of Lien. Upon default of any Owner in the payment of any Assessment, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording), a sufficient legal description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner (or reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all Assessments and all other charges of any kind set out in this Declaration or other satisfaction thereof, the Association shall cause to be recorded a notice releasing the lien. The Association may demand and receive the cost of preparing and recording such release before recording

the same.

9.3 Method of Foreclosure. The lien may be foreclosed like a mortgage; foreclosed by power of sale; foreclosed pursuant to Idaho Code 45-507, or any successor; or foreclosed by any other appropriate action in court. The Owner shall pay all of the Association's attorney's fees and costs of the action if the Association prevails. Any sale shall be conducted in accordance with Idaho law applicable to the exercise of powers of sale. The Board is authorized to appoint its 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 such power of sale or foreclosure to the extent allowed by law.

9.4 Action at Law. The Association may, in its discretion, elect not to foreclose the lien and simply file an action at law against the Owner for the monies due. The Owner shall pay all of the Association's attorney's fees and costs of the action if the Association prevails. No prior notice to the Owner is required for the Association to file an action at law for the monies due; provided, however, that no action at law can be filed until an Assessment is more than 60 days in default.

9.5 Notice of Recorded Lien. Any claim of lien shall be recorded with the County Recorder. In the event that the Association elects to file a lien and foreclose pursuant to Idaho Code 45-507, or any successor, then the Association shall serve the copy of the recorded lien on the Owner within the time limits as may be required by Idaho Code 45-507, or any successor. No foreclosure action may be brought to foreclose the lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in the claim of lien, and to the person in possession of such Building Lot(s).

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein shall be subordinate to the lien of any first deed of trust or 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 recording of a claim of lien for the Assessments. The transfer of any Lot pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the lien of the Assessments which came due before the foreclosure. Otherwise, the sale or transfer of any Building Lot shall not affect any liens or lien rights that Association has in this Declaration. Nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for Assessments.

9.7 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recording of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended. Any Mortgagee requesting in writing shall be given notice of any default in the payment of Assessments for the Lot the subject of the mortgage.

9.8 Additional Enforcement. In addition to the other enforcement set out above, the Association shall be entitled, at its sole discretion, to impose a daily monetary penalty, not to exceed the sum of \$25.00 per day (up to a maximum monetary penalty of \$5,000), against an Owner who has caused a violation or who is in violation of this Declaration. Provided, however, that the Owner shall first be given at least twenty (20) days advance written notice of the proposed monetary penalty and that notice shall state the violation of this Declaration, the amount of the monetary penalty to be assessed and the date and time of day that the monetary penalty will begin to be assessed and the place of the hearing if a hearing is requested on the monetary penalty by the Owner. If the Owner requests a hearing in writing at least ten (10) days prior to the date the monetary penalty begins, then the Owner shall receive a hearing at the place, and on the date and at the time the monetary enforcement was noticed to go into effect, or such later date, time and place as the Association shall determine by written notice back to the Owner at least ten (10) days prior to the date of the hearing. Failure to request a hearing, or failure to timely appear at the hearing after request, is a waiver of the right to a hearing and the monetary penalty shall be assessed as noticed. If there is a hearing, it shall be conducted by two members of the Board or two other persons designated by the Board or a combination thereof, and if the monetary penalty is determined to be assessed at the hearing, then it shall go into effect the day following the hearing.

Any monetary penalty imposed as provided herein shall be a Limited Assessment as set out in this Declaration and shall become a part of the Assessment to which such Owner's Lot is subject. These Assessments shall be in addition to any other Assessments levied by the Association pursuant to this Declaration, and shall not be subject to any other requirements, limitations or restrictions on the amount or uniformity of assessments contained herein.

Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the first date of the imposition of the said penalty. In the event the Association or an Owner is required to initiate any action to enforce the provisions of the Declaration or in the event the Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom an enforcement is sought, all attorney fees and costs incurred as a consequence hereof, whether or not any lawsuit is actually filed, or appealed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. Failure to enforce any provisions of this Declaration is not a waiver of the right later enforce the provisions hereof.

ARTICLE 10: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property and Owners reciprocal easements of access, ingress and egress to and from their respective Building Lots. These reserved easements are for; (A) installation and repair of utility services and street lights in the easement areas identified on the plat; (B) drainage of water (by buried pipe and not by flooding) across and under adjacent Building Lots and Common Areas in the drainage easement areas shown on the plat; (C)

reasonable and necessary access by adjacent Owners for the maintenance and repair of fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, landscaping and the like. Such easements may also be used as necessary by Grantor and the Association.

10.2 Utility Easements. This Declaration is subject to all easements granted by Grantor before or after this Declaration for the installation and maintenance of utilities, drainage facilities, sewer, water, irrigation systems and the like that are required for the development of the Property. Grantor reserves, for the benefit of the Association, the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property.

10.3 Improvement of Drainage and Utility Easement Areas. No permanent structures or Improvements shall be constructed on any drainage or utility easement areas which would interfere with or prevent the easement from being used for its intended purpose. Landscaping and fences in these easement areas are permitted in this Declaration if they do not interfere with the use of the easement.

10.4 Additional Easements. In addition to the easements shown on the recorded plat, an easement is further reserved and each Lot shall be subject to an easement five (5) feet on each side of all other Lot lines for installation and maintenance of irrigation and drainage.

ARTICLE 11: MISCELLANEOUS

11.1 Term. The easements granted in this Declaration shall be perpetual. These CC&R's shall run with the land, and remain in effect, until December 31, 2037, unless amended as provided. After December 31, 2037, these CC&R's shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a recorded instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association. The Association shall not be dissolved without the prior written approval of the City having jurisdiction of this subdivision.

11.2 Amendment By Grantor. Until the recording of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Grantor alone by recording a written instrument setting forth such amendment or termination.

11.3 Amendment By Owners. Any other amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved either: A) by the written consent of the Owners (Class A and Class B together) representing two thirds (2/3) or more of the total votes in the Association as of the date of the written consent; or B) by the vote (if there was a vote) representing two thirds (2/3) or more of the total votes in the Association as of the date of the vote; provided, however, that so long as Declarant owns any residential Lots in any Sienna Hills Subdivision, no amendment shall be

effective unless consented to by Declarant. Any such amendment shall be effective upon recording with the County Recorder of such amendment.

11.4 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on all Owners and all Property, notwithstanding that some Owners may not have voted for or consented to such amendment. Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but no amendment shall prohibit or unreasonably interfere with the allowed uses or Improvements of any Owner's property which existed prior to the said amendment.

11.5 Mortgage Protection. No amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust made in good faith and for value, and recorded prior to the recording of such amendment, provided that after foreclosure of any first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.6 Notices. Unless otherwise set out herein, any notices required by these CC&R's shall be in writing and may be delivered either personally, by mail, or by overnight courier. Delivery or service shall be complete when: A) served personally; B) three (3) days after posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices shall be sent to Owners at the address of the property or if the Owner has given a different address to the Association in writing then notices shall be given to that address. Such address may be changed from time to time by notice in writing to the Association. Notices to the Grantor and to the Association shall be given to that address of Grantor on page one until Owners are given notice in writing of another address for notice.

11.7 Enforcement and Non-Waiver. These CC&R's may be enforced by Declarant, the Board, the Association or any Owner. Failure to enforce any of the terms of this Declaration at any time shall not be a waiver of the right to do so thereafter. Nothing contained herein shall be construed as an obligation of the Declarant, Board, or Sienna Hills Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Sienna Hills Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's. The Grantor, Board, or the Association may each designate any person, or management company or other entity to perform certain duties on their behalf.

11.8 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation, grading and construction of any portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional Improvements; to erect, construct and maintain structures and displays as necessary for the conduct of Grantor's business. Prior to transferring title to a Building Lot Grantor shall have the right to grant, establish and/or reserve on that

Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor may be assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

11.9 Successors and Assigns. All references herein to Declarant, Owners, the Association or person shall be construed to include all heirs, successors, assigns, Members, partners and authorized agents thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 24th day of January, 2007.

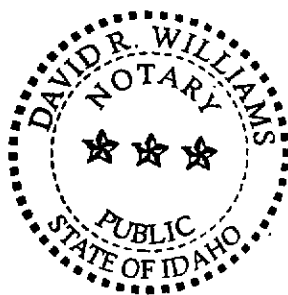
Howell-Murdoch Development Corporation, an
Idaho Corporation

by Kevin A. Howell
Kevin A. Howell, President

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

On this 24th day of January, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin A. Howell, known or identified to me to be the President of Howell-Murdoch Development Corporation, the corporation that executed the within and foregoing instrument, 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.



David R. Williams
Notary Public for Idaho
Residing at Engle, ID
Commission Expires: 11-2-12

EXHIBIT A





Professional Engineers, Land Surveyors and Planners

314 Badiola St. Caldwell, ID 83605
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholtzhey@mseng.us

FOR: Kevin A. Howell
JOB No.: FE2606
DATE: May 23, 2006

**SIENNA HILLS SUBDIVISION No. 1
PARCEL DESCRIPTION**

This parcel is a portion of the SW 1/4 NW 1/4 and a portion of the SW 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Caldwell, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the southwest corner of said SW 1/4 NW 1/4 (1/4 corner common to sections 14 and 15), said corner monumented with a 3 inch diameter brass cap.

Thence N. 0° 35' 09" E. a distance of 520.66 feet along the westerly boundary of said SW 1/4 NW 1/4 to a 5/8 inch diameter iron pin;

Thence leaving the westerly boundary of said SW 1/4 NW 1/4, S. 89° 26' 59" E., a distance of 691.08 feet to a point on the centerline of the Deer Flat Caldwell Canal, said point witnessed N. 89° 26' 59" W., a distance of 12.00 feet with a 5/8 inch diameter iron pin;

Thence N. 08° 11' 54" E., a distance of 160.43 feet along the centerline of said Deer Flat Caldwell Canal to a point, said point referenced N. 89° 26' 59" W., a distance of 12.00 feet with a 5/8 inch diameter iron pin;

Thence leaving the centerline of said Deer Flat Caldwell Canal, S. 89° 26' 59" E., a distance of 39.35 feet to a point on the easterly right of way of said Deer Flat Caldwell Canal, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 08° 11' 54" E., a distance of 28.18 feet along said easterly right of way to a 5/8 inch diameter iron pin marking the beginning of a tangent curve left;

Thence a distance of 36.37 feet along the arc of said curve and along said easterly right of way, having a radius of 562.00 feet, through a central angle of 03° 42' 29", the long chord of which bears N. 06° 20' 40" E., a distance of 36.36 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly right of way, N. 89° 39' 09" E., a distance of 107.29 feet parallel with the northerly boundary of said SW 1/4 NW 1/4 to a 5/8 inch diameter iron pin;

Thence S. 82° 03' 00" E., a distance of 56.59 feet to a 5/8 inch diameter iron pin;

Thence N. 89° 39' 09" E., a distance of 402.68 feet to a point on the easterly boundary of said SW 1/4 NW 1/4 and the westerly boundary of Karcher Ranchettes Subdivision as on file in Book 9 of Plats at Page 16 in the Office of the Recorder of Canyon County, Idaho, said point monumented with a 5/8 inch diameter iron pin;

Thence S. 0° 34' 39" W. a distance of 722.54 feet along the easterly boundary of said SW 1/4 NW 1/4 and along the westerly boundary of said Karcher Ranchettes Subdivision to the southeast corner of said SW 1/4 NW 1/4 (center-west 1/16 corner of section 14), said corner also being the southwest corner of said Karcher Ranchettes Subdivision and is monumented with a 5/8 inch diameter iron pin;

Thence leaving the easterly boundary of said SW 1/4 NW 1/4 and the westerly boundary of said Karcher Ranchettes Subdivision, S. 1° 10' 58" W., a distance of 53.02 feet to a 5/8 inch diameter iron pin;

Thence S. 0° 23' 52" E., a distance of 33.00 feet to a 5/8 inch diameter iron pin marking the beginning of a non-tangent curve right;

Thence a distance of 240.09 feet along the arc of said curve, having a radius of 3533.00 feet, through a central angle of 03° 53' 37", the long chord of which bears N. 88° 27' 04" W., a distance of 240.04 feet to a 5/8 inch diameter iron pin;

Thence a distance of 115.15 feet along an arc to the left, having a radius of 86.50 feet, through a central angle of 76° 16' 33", the long chord of which bears S. 38° 48' 43" W., a distance of 106.84 feet to a 5/8 inch diameter iron pin marking the beginning of a reverse curve right;

Thence non-tangent to said curve, N. 82° 09' 07" W., a distance of 56.38 feet to a 5/8 inch diameter iron pin;

Thence N. 74° 34' 16" W., a distance of 113.82 feet to a point on the easterly right of way of said Deer Flat Caldwell Canal, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 52° 42' 25" W., a distance of 93.82 feet to a point on the westerly right of way of said Deer Flat Caldwell Canal, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 89° 25' 40" W., a distance of 168.23 feet perpendicular to the westerly boundary of said SW 1/4 to a 5/8 inch diameter iron pin;

Thence S. 81° 24' 57" W., a distance of 56.72 feet to a 5/8 inch diameter iron pin;

Thence N. 89° 25' 40" W., a distance of 553.70 feet perpendicular to the westerly boundary of said SW 1/4 to a point on the westerly boundary of said SW 1/4, said point monumented with a 5/8 inch diameter iron pin;

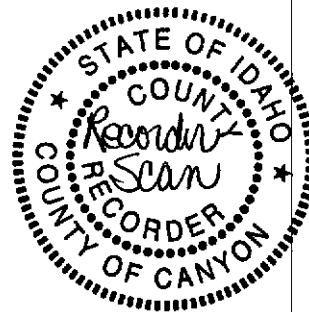
Thence N. 0° 34' 20" E., a distance of 60.00 feet along the westerly boundary of said SW 1/4 to the POINT OF BEGINNING.

This parcel contains 21.06 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.



EXHIBIT B



**BY-LAWS
OF
SIENNA HILLS NEIGHBORHOOD ASSOCIATION, INC.
(SIENNA HILLS SUBDIVISION)**

ARTICLE 1. NAME AND GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is "Sienna Hills Neighborhood Association, Inc.", and is hereinafter referred to as the "Corporation" or as the "Association".

1.2 By-laws Applicability. The provisions of these By-laws are applicable to the Corporation and subdivision named above, together with such subsequent phases, additions or annexations thereto as may hereinafter be brought within the jurisdiction of the Association.

1.3 Personal Application. All present and future Members, Owners and their tenants, employees, and any other person that might use the facilities owned and/or managed by the Association are subject to these By-laws.

ARTICLE 2. MEETINGS OF MEMBERS, VOTING AND ADMINISTRATION

2.1 Duties. The Association shall have the duties set out in the "CC&R's" (defined below) for the subdivision set out above.

2.2 Meetings. Meetings of the Association shall be held on the Property or close to the Property, and shall be conducted in accordance with Robert's Rules of Order.

2.3 Annual Meetings. Annual meetings of the Members shall be held on April 30 of each year, unless a different date between April 15 and September 15 is selected by the Board (if the meeting day is a weekend or holiday then the next business day.)

2.4 Special Meetings. It shall be the duty of the President to call a special meeting as directed by the Board, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these By-laws, and shall state the nature of the business to be undertaken.

2.5 Notice of Meetings. Notice of meetings shall be given to all Members at the address of the Lot in the subdivision or to such address as provided in writing to the Association. The notice shall include all matters or issues to be voted on at the meeting.

2.6 Quorum. The presence in person or by proxy of the Class B Member (if there is one), and the presence in person or by proxy of the Class A Members holding at least ten percent (10%) of the total Class A votes entitled to be cast, shall constitute a quorum. The Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.7 Order of Business. The order of business at meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers, including the reports of the President or financial officers, or their designated representatives, as to the activities and financial condition of the corporation; (e) reports of committees; (f) election of Directors, if Directors are to be elected; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Association or by their representative, in order of their priority.

2.8 Voting. Voting shall be as set out in the Covenants Conditions and Restrictions for this Subdivision (hereinafter referred to as "CC&R's" or "Declaration"). Except for the Class B Membership provided for in the CC&R's, and except as may be otherwise provided in the CC&R's, each Class A Member shall be entitled to one vote for each Building Lot owned by such Member. There shall be one vote per Lot for Class A Members

2.9 Adjourned Meetings. If any meeting of the Corporation cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least ten percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

2.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

2.11 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made party of the minutes of the meeting.

2.12 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed at the meeting and are good for 11 months or until canceled by the member giving the proxy.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Number and Qualification. The affairs of the Association shall be governed and managed by the Board composed of at least three (3) persons, who need not be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefore, or to receive reimbursement for out of pocket costs incurred in carrying out duties.

3.2 Powers and Duties. The Board has all powers and duties necessary for the administration of the affairs of the Association, and the powers set forth in the CC&R's.

3.3 Special Powers and Duties. In addition to the general powers such powers and duties as set forth in the CC&R's, the Board is vested with, and responsible for the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them; to fix their compensation; and, to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce rules and regulations as the Board may deem advisable.

(c) To change the principal office of the Association from one location to another within the county; to designate the place meetings.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to execute any necessary documents relating thereto.

(e) To fix, levy and determine the due dates of all Assessments as provided in the CC&R's. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the CC&R's.

(f) To enforce the provisions of the CC&R's or other agreements of the Association.

(g) To contract for and pay for insurance, insuring the Owners, the Association, the Board and/or other interested parties, in accordance with the provisions of the CC&R's as deemed advisable by the Board.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the pressurized irrigation system, all Common Area, if any, and to contract for and pay the expenses relating thereto.

(i) To grant easements or licenses as provided in the CC&R's.

3.4 Management and Other Agents. The Board may contract or employ for the Association a management agent ("Manager") or other Agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

3.5 Term of Office; Election. The initial terms of the initial Directors shall be three (3) years. Thereafter, the terms of the Directors shall be for one (1) year. At the first annual meeting where new Directors are to be elected, and thereafter at each annual meeting, Directors shall be elected by secret written ballot by a Majority of the voting power present at such meeting. Cumulative voting is not permitted. In the event that an annual meeting is not held, or the Directors are not elected, the Directors shall hold office until a successor has been elected (at a special meeting if necessary) or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve. Nomination for election to the Board may be made by a nomination committee and/or made from the floor at the annual meeting by any Director, Officer or Member.

3.6 Books, Financial Statements and Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition and the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operating statement shall be made available to each Member as set out in the

CC&R's, and to first mortgagees who have in writing so requested.

3.7 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose.

3.8 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the voting power present at the meeting and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

3.9 Board Meetings. The regular annual meeting of the Board shall follow the regular annual meeting of the Members unless determined otherwise by the Board. The Board shall meet at such times and places as it shall reasonably determine provided a majority is present. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or fax at least three (3) days prior to the day named for such meetings.

3.10 Special Meetings. Special meetings of the Board may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive.

3.11 Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by that Director. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.12 Quorum. A majority of the Directors shall constitute a quorum and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

3.13 Action without Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.14 Committees. The Board may designate such committees as the Board shall desire, and establish the purposes and powers of each such committee created.

ARTICLE 4. OFFICERS

4.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and serve at the will of the Board. One person may hold two or more offices, except that the offices of President and Secretary shall not be held by the same person.

4.2 Election of Officers. The officers of the Association shall be elected by the Board for such term as determined by the Board.

4.3 Removal of Officers. Upon a vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. Any officer may resign by giving written notice to the Board or to the President or Secretary of the Association.

4.4 Compensation. Any reasonable compensation of the officers, agents, and employees of the corporation shall be paid but only after authorization from the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. (No officer, employee or director who is an affiliate of Grantor may receive any compensation.)

4.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

4.6 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit Association. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Association.

4.7 Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act.

4.8 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The Secretary shall in general, perform all the duties incident to the office of Secretary and shall authenticate all corporation documents. The Secretary shall give, or cause to be given, notices of meetings. The Secretary shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner (if known), listing the names and addresses as furnished to the Association.

4.9 Treasurer. The Treasurer shall have responsibility for the Association finances and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, in accordance with the CC&R's, and shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-laws.

ARTICLE 5. OBLIGATIONS OF OWNERS

5.1 Assessments. All Class A Owners are obligated to comply with all of the terms and conditions contained in the CC&R's and pay all Assessments set out in the CC&R's. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the CC&R's.

5.2 Maintenance and Repair. Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot and improvements as required under the provisions of the CC&R's. Each Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any portion of the Property owned or controlled by the Association which are damaged through the fault of the Owner as set out in the CC&R's.

ARTICLE 6. AMENDMENTS TO BY-LAWS

These By-laws may be amended at an annual meeting or at a special meeting for such purpose by a vote of the Class B Member (if one) and a 2/3 vote of the Class A Members present.

ARTICLE 7. MEANING OF TERMS

All terms in these By-laws have the same meanings as in the CC&R's.

ARTICLE 8. CONFLICTING PROVISIONS

In case any of these By-laws conflict with any provisions of the laws of the State of Idaho, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these By-laws the Articles shall control; and in the case of any conflict between the CC&R's and these By-laws, the CC&R's shall control.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

9.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

9.2 Indemnification. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons' duty to the Association, unless and only to the extent that

the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

9.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

9.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or,

(b) Approval or ratification by the affirmative vote of a Majority of Members entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of a Majority thereof; or,

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, determines that the agent is entitled to indemnification; or

(d) Independent legal counsel, engaged at the direction of a quorum of disinterested directors, gives a written opinion that indemnification is justified.

9.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

9.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3 or paragraph (c) of Section 10.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these By-laws, a resolution of the Board or Members or an agreement in

effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

9.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 10. MISCELLANEOUS

10.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such persons, and in such manner as approved by the Board.

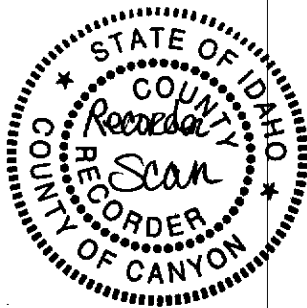
10.2 Execution of Documents. The Board may authorize any officer(s) or agent(s), to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable for any purpose or in any amount.

10.3 Inspection of By-laws, Books and Records. The Association shall keep a copy of the Articles, the CC&R's and By-laws, as amended, and the books, records and papers of the Association in the Association's office. These shall be subject to inspection by any member during reasonable business hours. Copies will be provided at a reasonable cost and with advance notice.

10.4 Fiscal Year. The fiscal year of the Association shall be a calendar year.

10.5 Membership Book. The Association shall keep and maintain in the Association's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred upon payment of any Transfer Assessment.

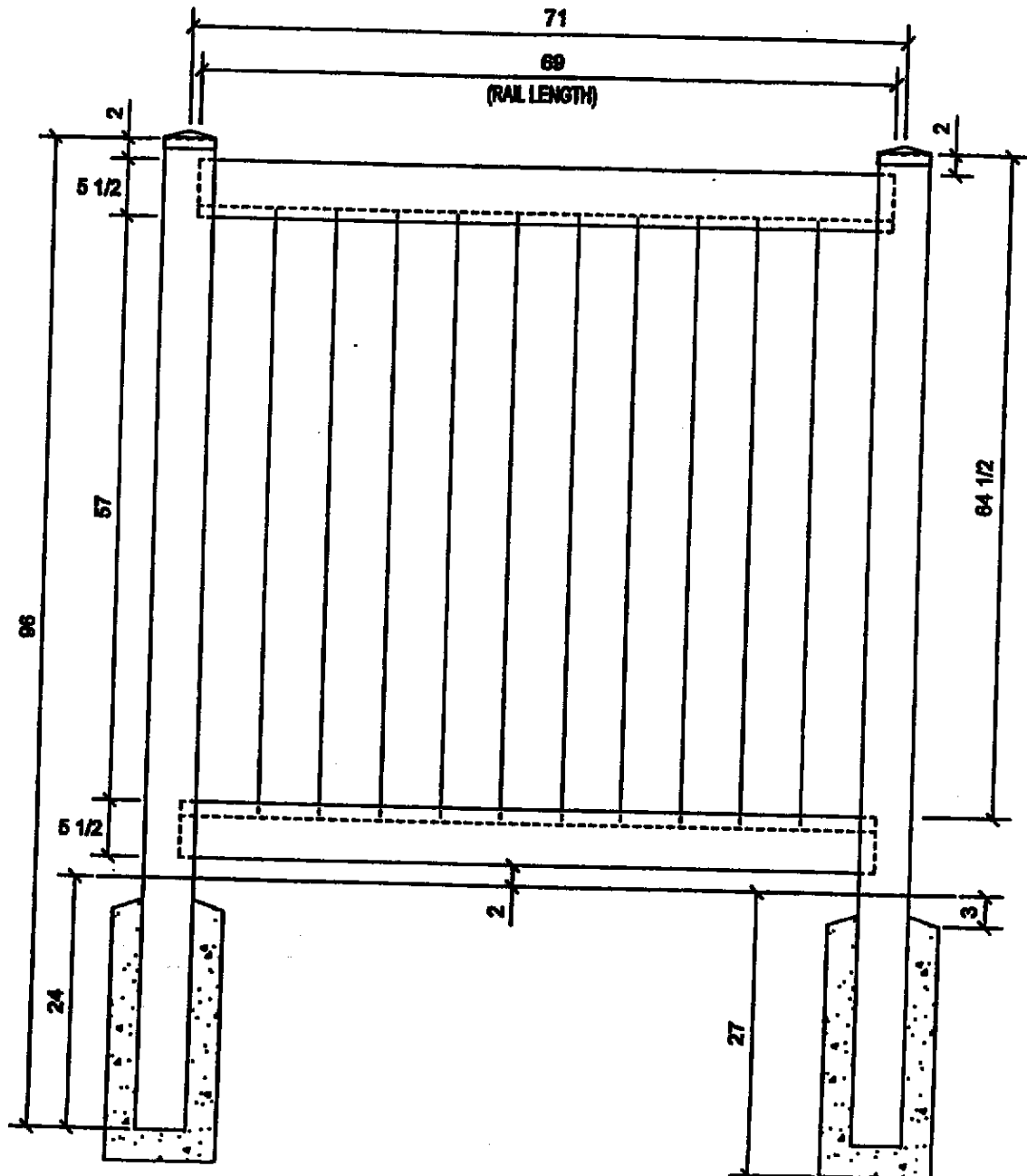
APPENDIX A



* Sand

POST: (1) 5" X 5" X 86" RW
POST CAP: (1) 5" X 5" EXTERNAL CAP
RAIL: (2) 1 1/2" X 5 1/2" X 69 Ribbed
PICKET: (6) 3/4" X 11.25 T&G

Building Products, Inc.

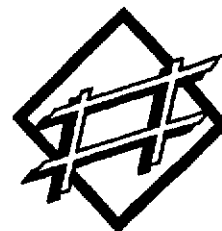


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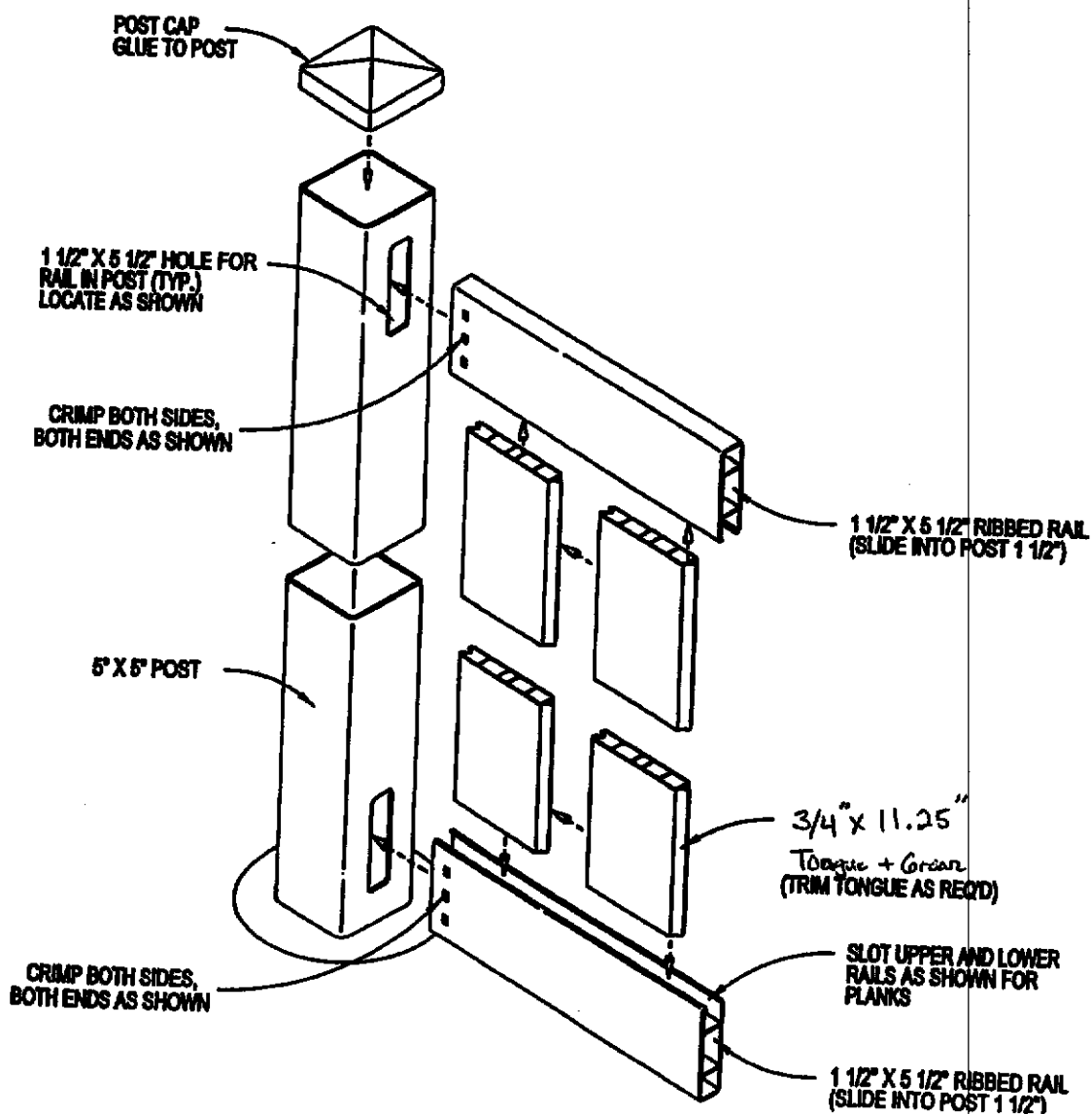
6-6

6ft Privacy Fence



Kroy

Building Products, Inc.



022704

K-27A

6-6





**Preassembled, Rackable,
Ornamental Steel
Fencing Systems**

The simple-to-
install, durable
ornamental steel
fencing system
that adjusts to
the contours of
any landscape.



FENCE CORP™

Keep it Simple. Make it Last.™

You were the inspiration for this fence.

What would you want in an ornamental iron fencing system? That's what we asked people across the nation. And whether they were homeowners, fence installers or fence distributors, the answers were surprisingly consistent:

"Make it easy to install."

"Design it to last."

"It enhances my landscape."

"I want something that adjusts to the contour of the ground."

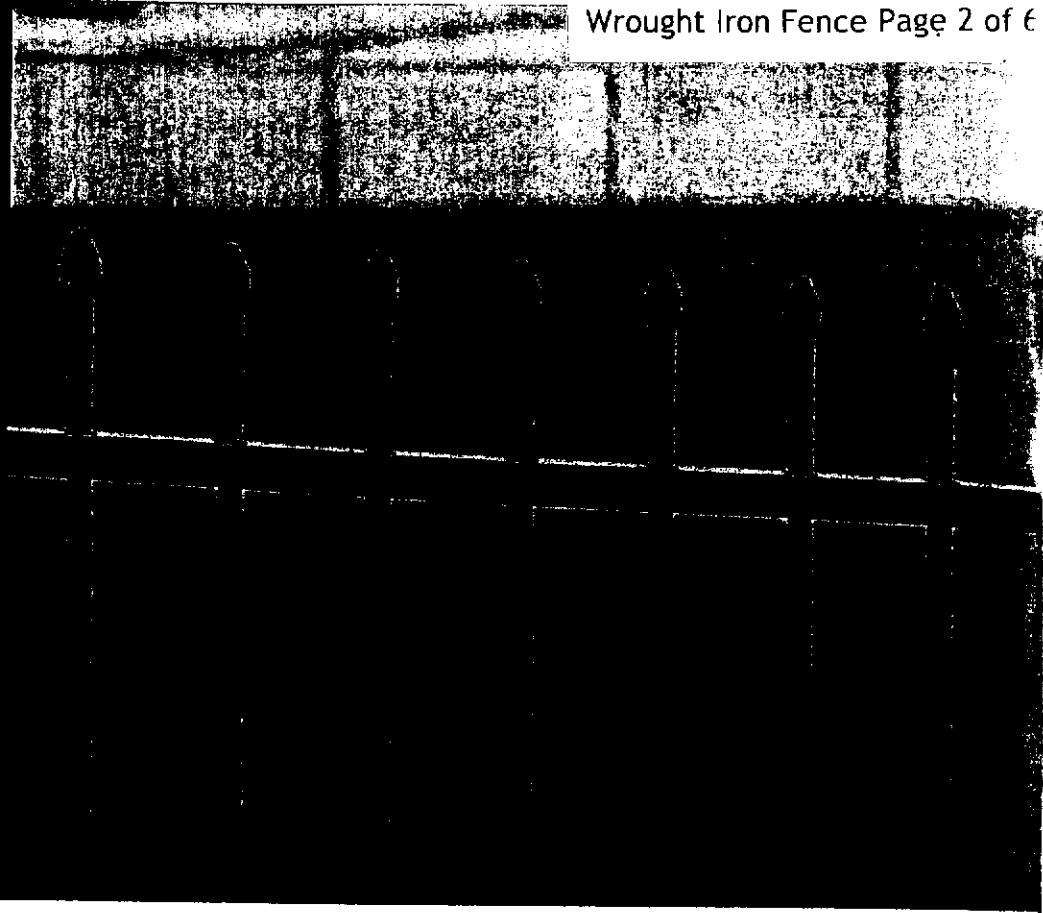
"No welding required."

"No special tools needed."

"Custom fit at economy prices."

FenceCorp™ listened! You said, "Keep it simple. Make it last."™ The result is the EverFence™ line of products.

The EverFence line comes in easy-to-install preassembled sections. Our exclusive EverLife™ finishing process ensures this fence will hold up to the harshest environmental conditions for years, and retain its elegance with little or no maintenance. The EverFence system easily adjusts to inclines and uneven ground. A beautiful boundary line can be created with the flow of our fence on any property.



The Simpler, the Better.

Building a fence shouldn't be rocket science. The EverFence line was designed to "Keep It Simple." The product is a fence installer's dream. Our simplicity allows for a smooth and timely installation. The result is a high quality install done to meet your timetable. No more waiting and wondering when your fence project will be complete. In fact, most projects can be installed on a hilly terrain in one day.

Every EverFence style comes in easy-to-use, preassembled sections. There's no tedious, time-consuming assembly. And no welding required. You simply take the sections straight to the site and bolt them to the posts. The racking feature allows you to adjust fencing to the contour of the landscape with no tricky measuring or leveling.

Perfect fit.

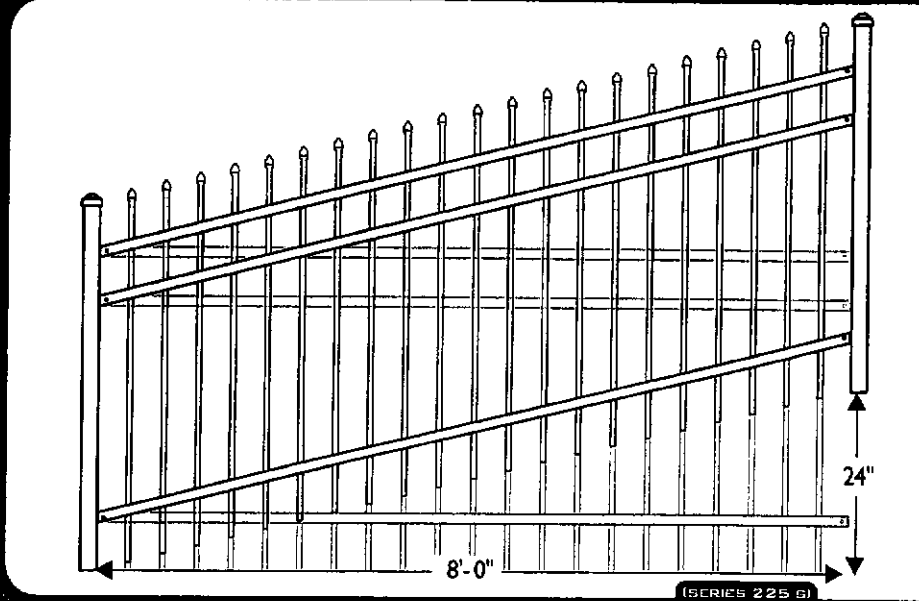
The EverFence line's unique engineering allows it to adjust as much as 24 inches over eight feet ... a feature that only adds to the visual elegance and ease of installation.



We Make it to Last.

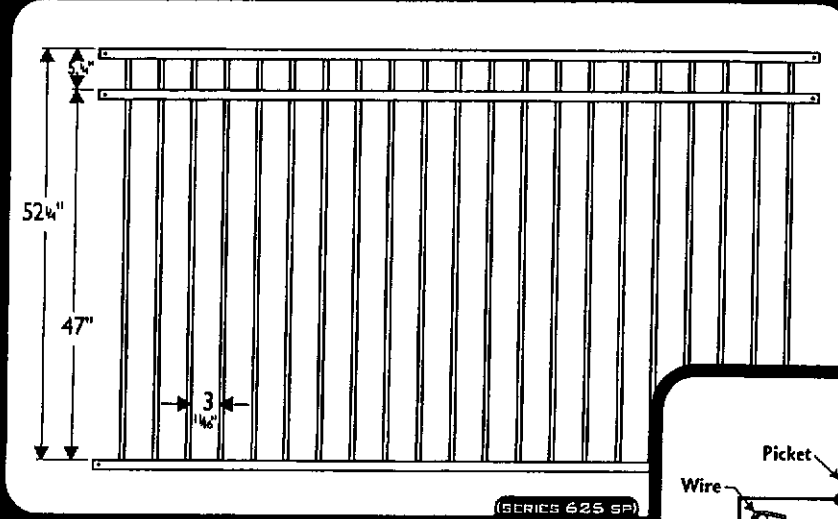
The EverFence line features all steel construction... just what you need for extra strength, security and durability. All components are formed from heavy-gauge steel.

CRIMP-TOP RACKABLE FENCE DETAIL

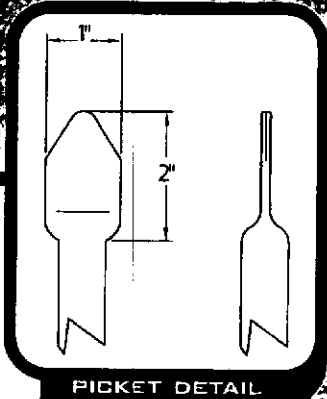


Available in preassembled 8-foot sections and corner & end pickets of any size or style.

POOL FENCE DETAIL



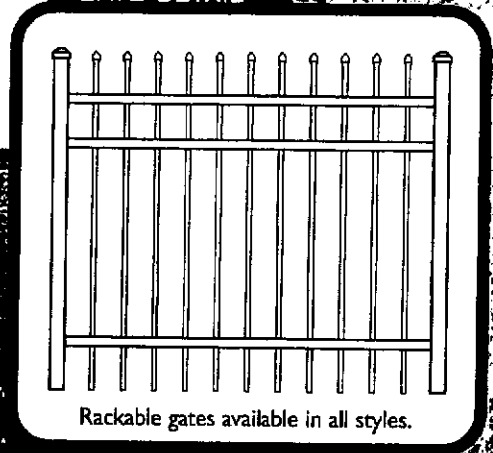
MEETS BOCA POOL CODE



PICKET DETAIL

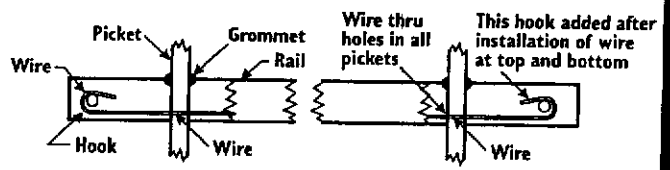
Posts — 2" x 2" 14-gauge
Rails — 1 1/4" x 1 1/4" 14-gauge
Pickets — 5/8" square 18-gauge

GATE DETAIL



PATENT PENDING

TOP & BOTTOM RAIL DETAIL





The coating process that adds to the durability.

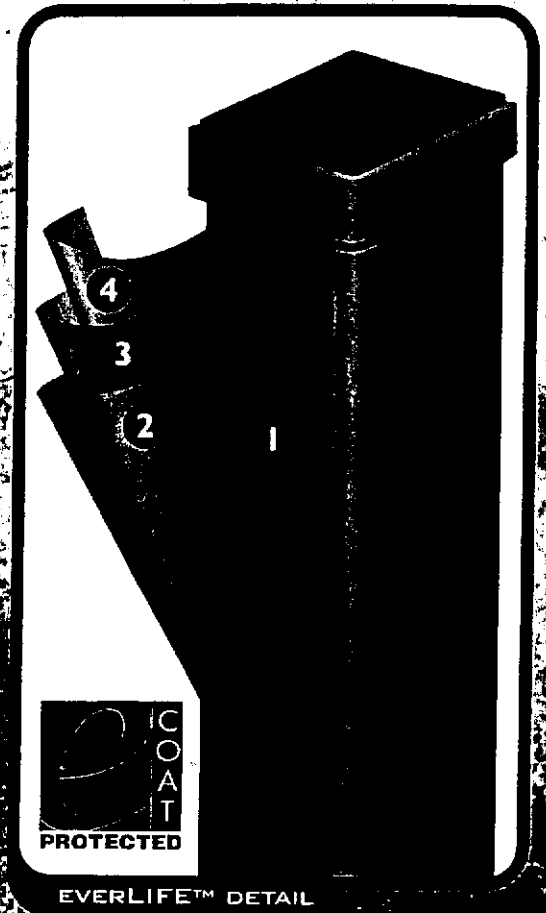
No other fence on the market can stand up to the EverFence™ line in durability.

Our exclusive eleven-step EverLife™ process begins with pregalvanized heavy gauge square tubular steel. Electrocoat, or E-Coat, is an environmentally friendly, immersion-applied paint process that forms an even, continuous paint film over the entire part, inside and out. This provides complete and total coverage of the metal surface. It gives EverFence™ added durability and provides corrosion protection.

The final step is a application of a super polyester topcoat. This textured finish is applied using powder-coat technology, giving our products extra protection and character.

The entire EverLife™ process is applied in our ISO 9001 environmentally controlled paint and powder facilities. This ensures the highest quality and consistency for every fence.

1. Pregalvanized heavy gauge steel
2. Zinc phosphate
3. Cathodic Electrocoating (E-Coat)
4. Textured super polyester powder coating



The EverLife process, step by step



20-Year Durability Guaranteed

FenceCorp backs its EverFence products with a 20-year limited warranty against cracking, chipping, peeling or blistering. For full details on our warranty, visit:

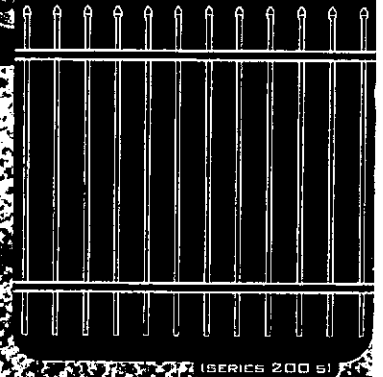
www.hayesfencecorp.com/warranty

Built on Experience

FenceCorp has been in the fences company where we have the most experience manufacturing over 20 years. And, being a family-owned business, we have developed a strong relationship with our customers. We are committed to providing the highest quality products and services to our customers. We are committed to providing the highest quality products and services to our customers.



Choose the style that best fits your property!



(SERIES 200 SI)

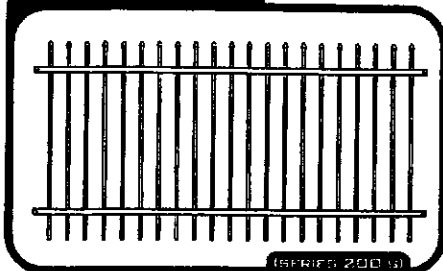
Every Fence product is available in traditional, flat top or smooth top styles. Each style comes in pre-assembled sections in 6, 8 or 10 foot heights. Finish your fence with our flat top or smooth top matching rackable gate.



(SERIES 625 SI)

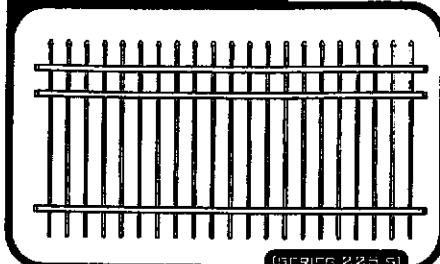
Fence Styles

TWO RAIL CRIMP-TOP



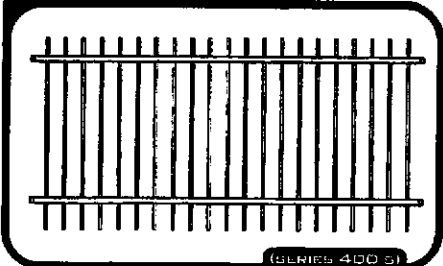
(SERIES 200 S)

THREE RAIL CRIMP-TOP



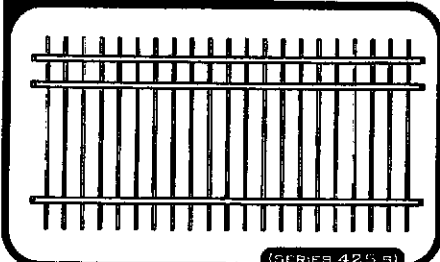
(SERIES 225 S)

TWO RAIL FLAT-TOP



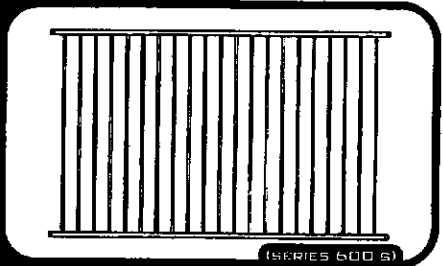
(SERIES 400 S)

THREE RAIL FLAT-TOP



(SERIES 425 S)

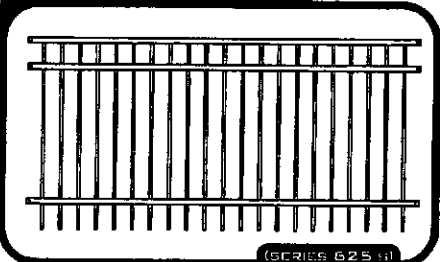
TWO RAIL SMOOTH



(SERIES 600 S)

MEETS BOCA POOL CODE 4-foot height only.

THREE RAIL SMOOTH-TOP



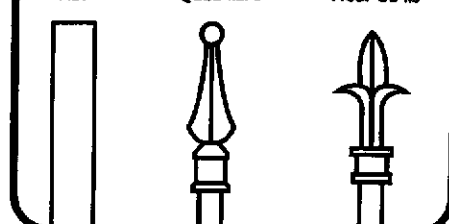
(SERIES 625 S)

PICKET OPTIONS

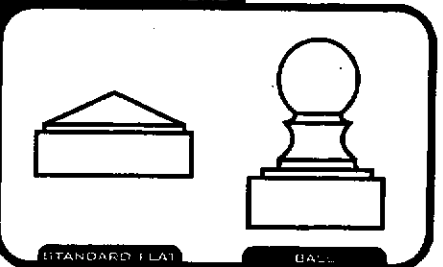
Flat

Quad-flare

Fleur-de-lis



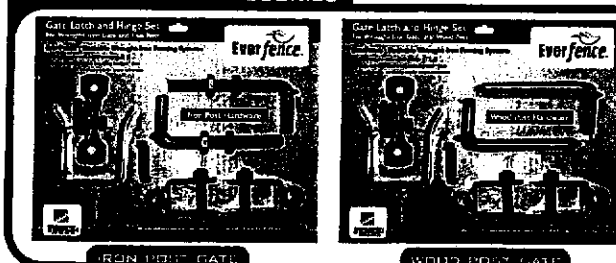
POST-CAP OPTIONS



STANDARD FLAT

BALL

HARDWARE & ACCESSORIES



IRON POST GATE

WOOD POST GATE

LATCHES & HINGES

MAGNA-LATCH
MAGNETIC SAFETY GATE LATCHTRU-CLOSE
ADJUSTABLE, SELF-CLOSING GATE HINGES

FENCE CORP.

Keep it Simple. Make it Last.™

www.hayesfencecorp.com

Everfence.

AUTHORIZED DEALER

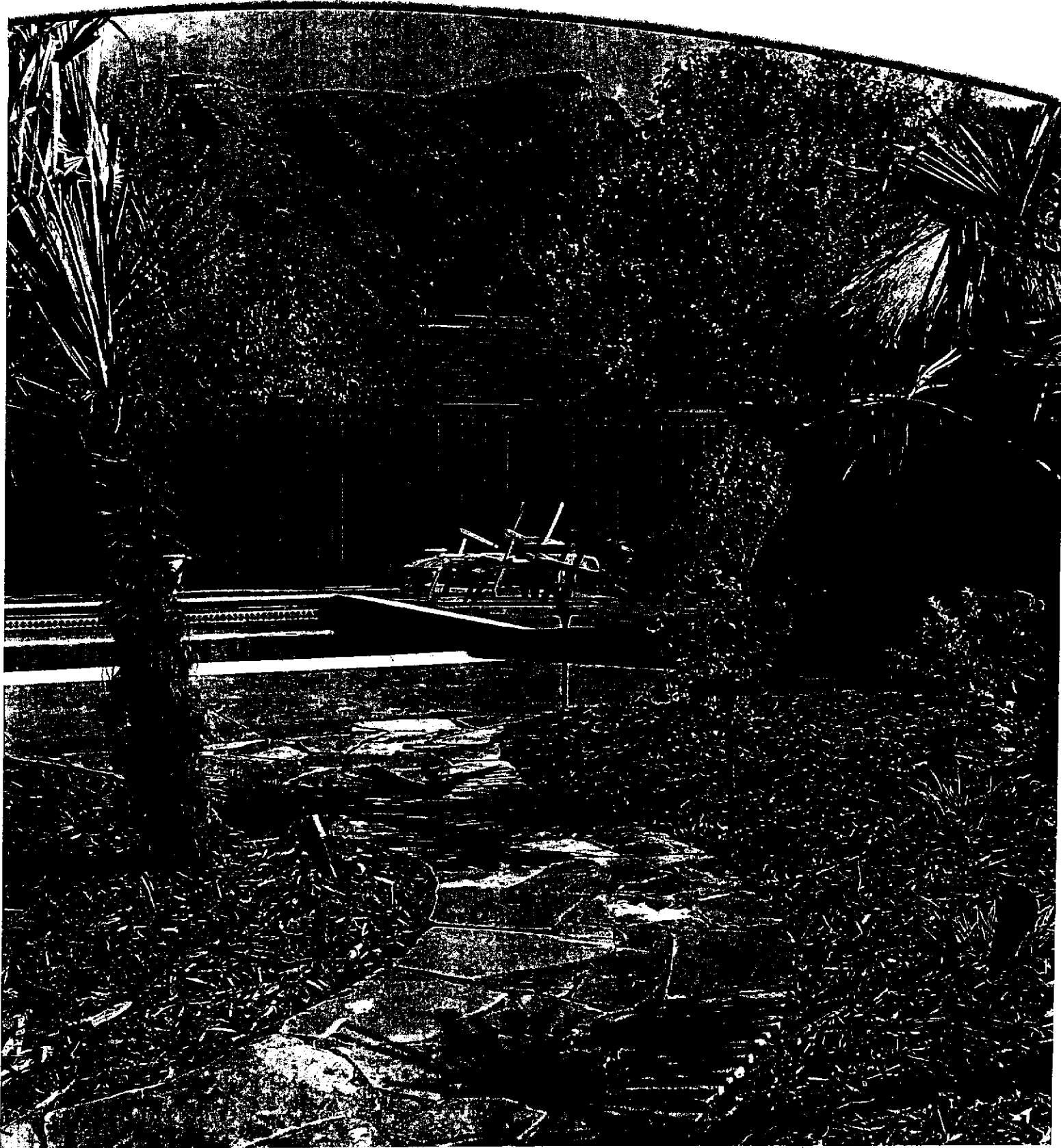
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P.O. Box 320 | 7700 Hayes Drive | Valley Center, KS 67147 | 316.337.7500 | 877.337.7500 toll free | 316.337.7501 fax

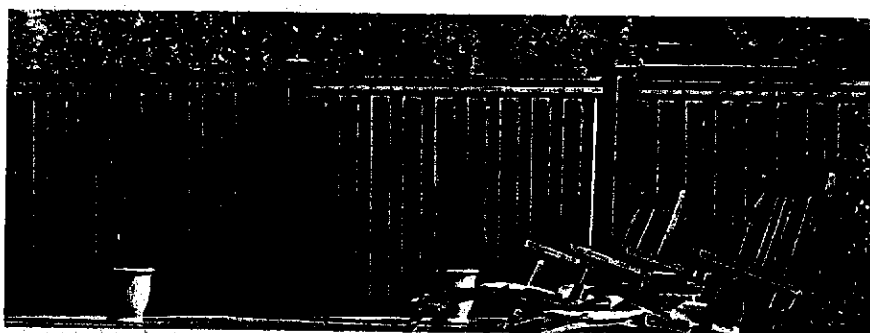
Trex®

Trex Seclusions™
PRIVACY FENCING SYSTEMS

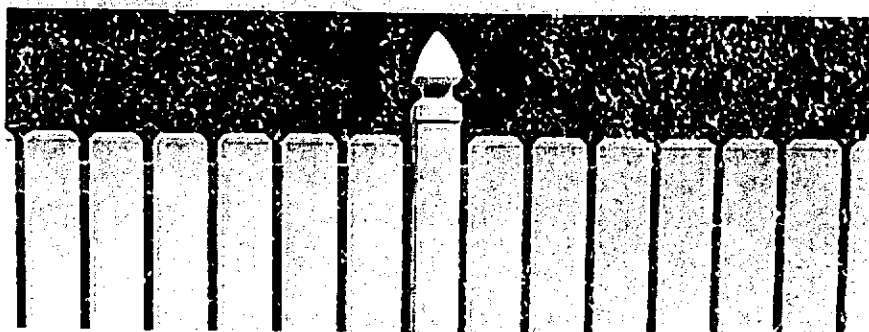


WELCOME TO THE BACKYARD REVOLUTION.

Introducing Trex Seclusions™ fencing. Privacy. Durability. Beauty. All in one fence. It's low maintenance, and it comes in more colors than wood or vinyl. Easy to order, easy to install. You simply can't find a better fencing alternative. When you build with Trex Seclusions fencing, each and every post goes in with pride.



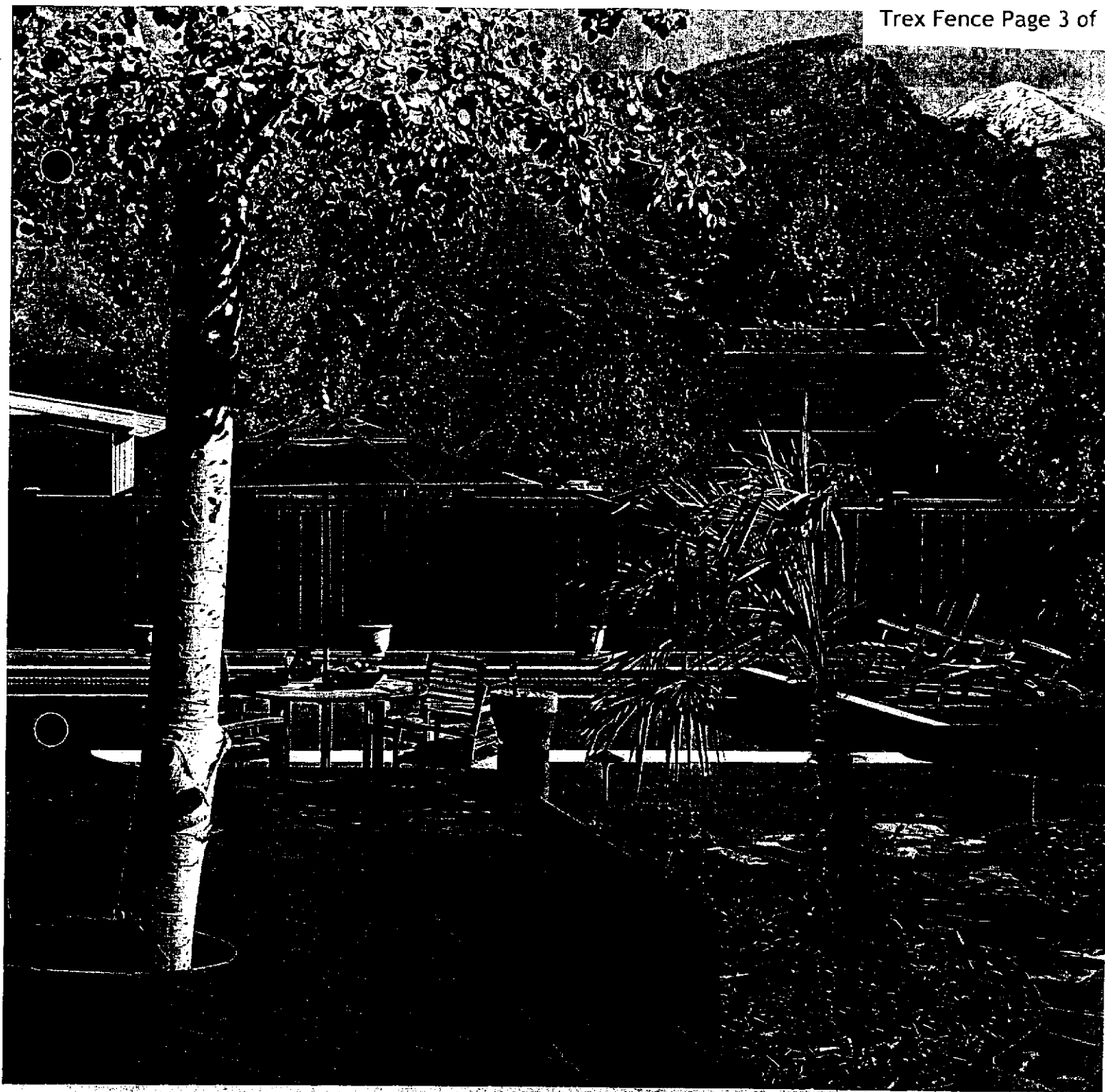
Trex Seclusions™ – a revolutionary composite of recycled plastic and wood provides years of worry-free ownership.



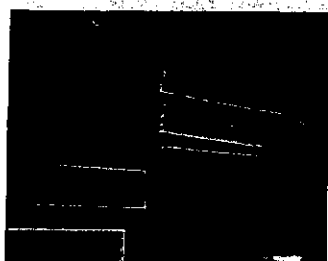
Vinyl is treated with a white UV inhibitor, which limits color choice.



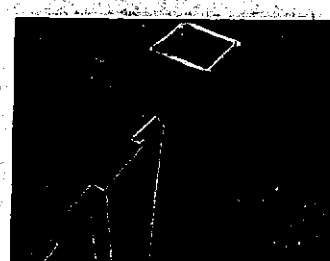
Wood rots and can require a great deal of maintenance.



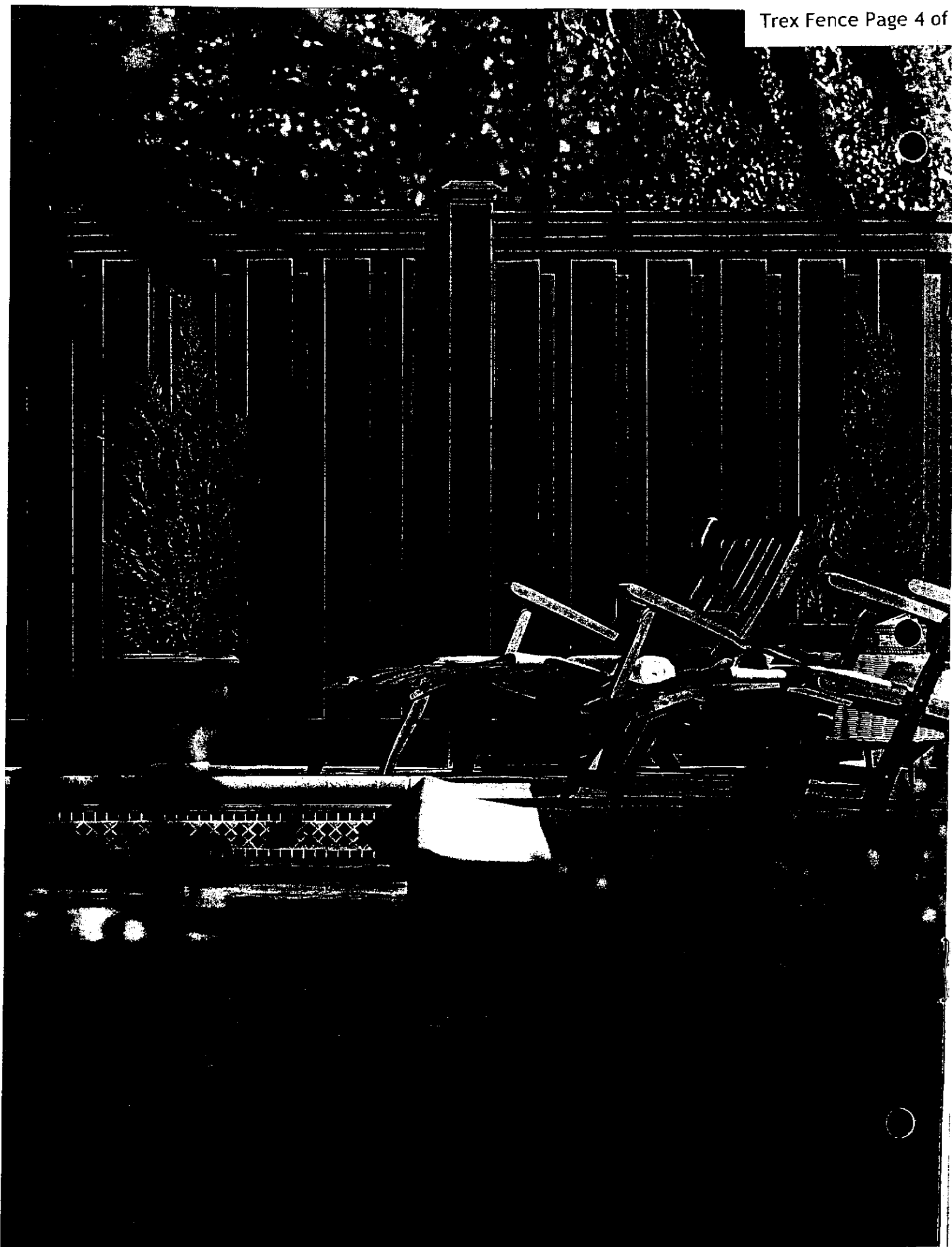
To help you achieve a custom look in your backyard, Trex Seclusions[®] fencing is available with two styles of fence caps: pyramid or flat.



Aluminum inserts reinforce bottom rails for added strength.



Easy-to-install interconnecting pickets for the ultimate in privacy.

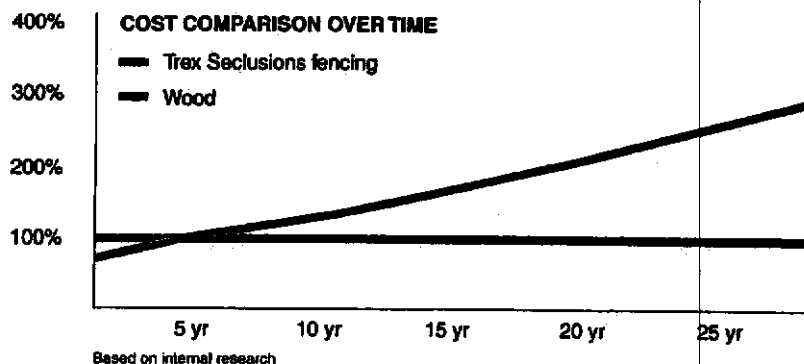


A FENCE THAT STANDS ABOVE THE REST.

- Revolutionary composite of recycled plastic and reclaimed wood.
- Never needs to be painted.
- Won't buckle or warp.
- Proves its value through years of worry-free ownership.

| | Trex Seclusions™ | Wood | Vinyl |
|---|------------------|----------------|--------------------------------|
| Warranty (years) | 25 | 0-5 | 10+ |
| Most Durable (no buckling or cracking) | X | | |
| Low Maintenance | X | | X |
| Ease of Installation | X | | X |
| Ultimate in Privacy | X | | |
| Color Selection | X | Needs painting | Any painting voids warranty |

After a slightly higher initial investment, Trex Seclusions fencing proves to be a superior value over years of worry-free ownership.

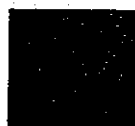


A CHOICE OF COLOR. YOU SHOULD NEVER FEEL FENCED IN.

Unlike vinyl, Trex Seclusions fencing offers a palette of rich colors.



SADDLE

WINCHESTER
GREY

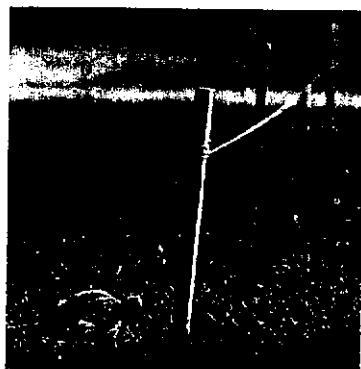
MADEIRA*

WOODLAND
BROWN*

*Available in 2007.

IT'S EASY TO INSTALL THE FENCE OF YOUR DREAMS.

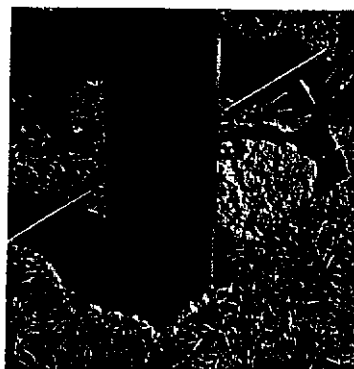
- No more complicated than installing an ordinary fence.
- Much easier and more convenient to work with—doesn't splinter like wood.
- More detailed instructions are available at trex.com.
- Find your local Trex installer at trex.com.



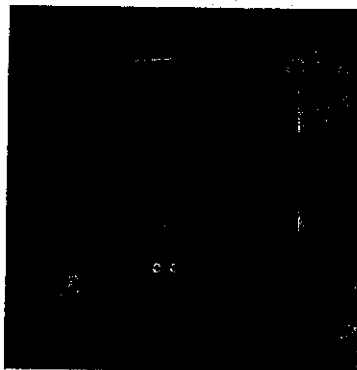
1. Stake out the fence line.



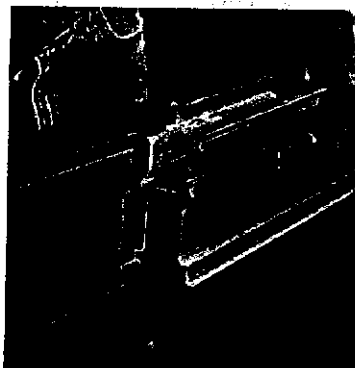
2. Dig holes.



3. Set posts in concrete.



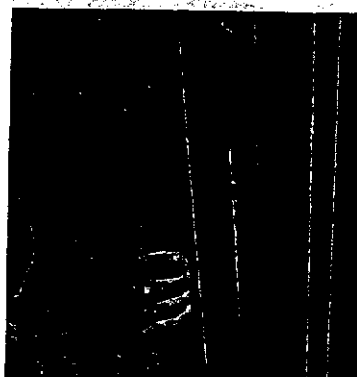
4. Install brackets using the TrexExpress™ installation tool.



5. Slide bottom rail over the aluminum insert.



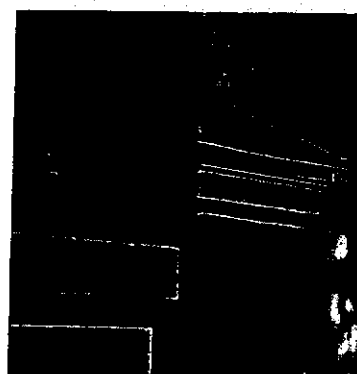
6. Insert bottom rails.



7. Insert pickets.



8. Insert top rails.



9. Affix post caps.

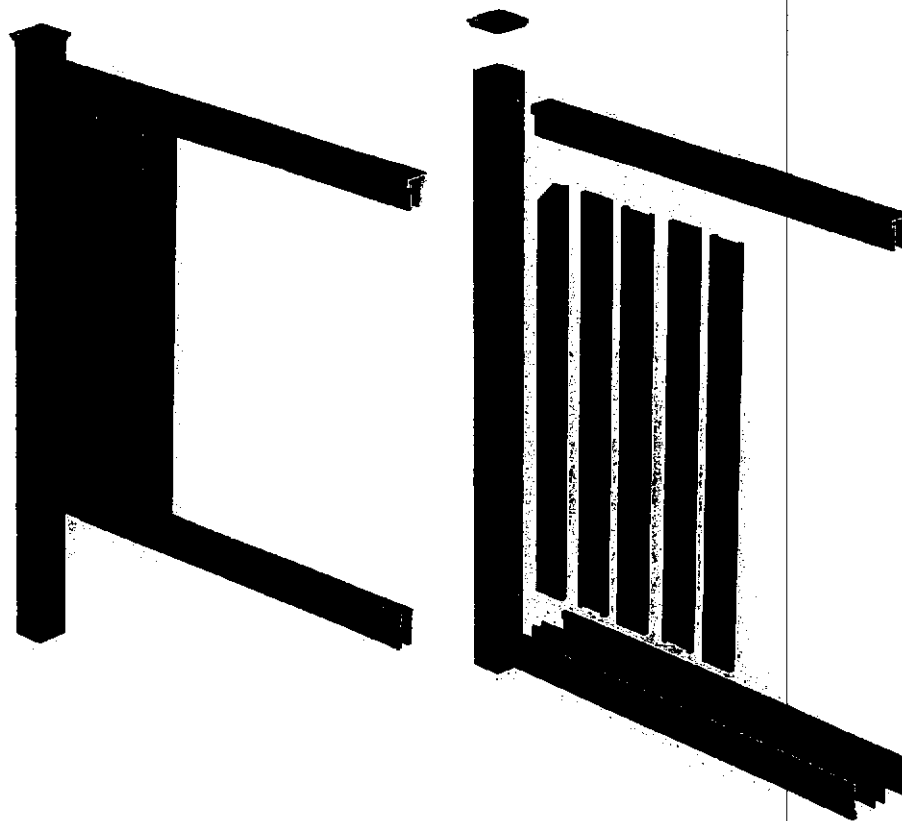
THE BEST FENCING, WITH AN ORDERING PROCESS TO MATCH.

- Ordering is easy and convenient. Pallet sizes were designed around a 150-foot job requirement.
- Trex Seclusions™ fencing is sold a la carte.
- Each 8-foot fence section includes the following:

1 Fence Post
1 Fence Post Cap
1 Top Rail

1 Bottom Rail Insert
2 Bottom Rails

4 Brackets
19 Pickets



GATE OPTIONS

Go to trex.com for engineering standards for constructing your own gate.

TREX LIMITED RESIDENTIAL WARRANTY

Trex Company, Inc. (hereinafter "Trex") warrants to the original consumer purchaser ("Purchaser") that, for a period of twenty-five (25) years from the date of original consumer purchase, under normal use and service conditions, Trex® products shall be free from material defects in workmanship and materials, and shall not check, split, splinter, rot or suffer structural damage from termites or fungal decay. If a defect occurs within the limited warranty period, Purchaser shall notify Trex in writing and, upon confirmation by an authorized Trex representative of the defect, Trex's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

This limited warranty shall not cover and Trex shall not be responsible for costs and expenses incurred with respect to the removal of defective Trex products or the installation of replacement materials, including but not limited to labor and freight.

This limited warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Trex products were originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Trex, within the limited warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Trex Company, Inc.
Customer Relations
160 Exeter Drive
Winchester, VA 22603-8605

Trex does not warrant against and is not responsible for, and no implied limited warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Trex products and/or failure to abide by Trex's installation guidelines; (2) use of Trex products beyond normal residential use, or in an application not recommended by Trex's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of Trex products; or (6) improper handling, storage, abuse or neglect of Trex products by Purchaser, the transferee or third parties.

No person or entity is authorized by Trex to make and Trex shall not be bound by any statement or representation as to the quality or performance of Trex products other than as contained in this limited warranty. This limited warranty may not be altered or amended except in a written instrument signed by Trex and Purchaser.

UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This limited warranty shall only be applicable and enforceable in the United States of America and Canada.

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Still on the fence? Visit us at trex.com or call 1-800-BUY-TREX ext. 925.



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WILLIAM H. HICKS
CANYON CNTY RECORDER
RY

DECLARATION OF ANNEXATION OF
SIENNA HILLS SUBDIVISION NO. 2

TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SIENNA HILLS SUBDIVISION NO. 1

This Declaration of Annexation of Sienna Hills Subdivisions No. 2 is made effective this 12th day of April, 2007, by Kevin A. Howell Construction, Inc. (hereinafter "Grantor" or "Declarant") whose address is 4822 N. Rosepoint Way, Suite C, Boise, Idaho 83713.

ARTICLE 1

ANNEXATION OF SIENNA HILLS SUBDIVISION NO. 2
INTO MASTER CC&R'S FOR SIENNA HILLS SUBDIVISION NO. 1

1.1 Property Annexed; Sienna Hills Subdivisions No. 2. The property hereby annexed is that real property legally described in Exhibit A-1 owned by the Declarant. Once the final plats of this property are recorded they will be known as Sienna Hills Subdivision No. 2 (described in Exhibit A-1). Each Lot Owner, by accepting a deed to any Lot in these Subdivisions agrees that such Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.2 Existing Property and CC&R's to Which Property is Annexed. This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Sienna Hills Subdivision No. 1 which Declaration was recorded the 24th day of January, 2007 in Canyon County as Instrument No. 2007005585 (the "Master CC&R's"). A copy of the Master CC&R's is attached hereto as Exhibit B, and the terms thereof are incorporated herein as if set forth in full.

1.3 Master CC&R's and Declaration of Annexation Run With Annexed Land. The Master CC&R's attached as Exhibit B and the provisions of this Declaration of Annexation shall run with the annexed land described in Exhibit A-1 attached hereto. The Master CC&R's and all Declarations of Annexation thereto shall be read together and construed as one document, governing all subdivisions together as if they were all one subdivision and as if all had been done at the same time.

REQUEST Kevin Howell Const.
TYPE new FEE 228.00

1.4 Authority; Consent to Annexation. This Declaration of Annexation is made pursuant to the Master CC&R's which provide for this annexation, and for annexation of subsequent phases of the Subdivision.

1.5 Effect: The effect of this Declaration of Annexation shall be that Sienna Hills Subdivisions No. 1 and 2 shall be treated as one subdivision and shall be subject to the Master CC&R's and shall be governed by the Sienna Hills Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in these Subdivisions (and any future annexations to the Subdivision) shall be subject to all provisions of the Master CC&R's; **Provided, however,** that the provisions in Article 2 of this Declaration of Annexation (set out below and the covenants, conditions and restrictions set out therein) which are specific to the land in Sienna Hills Subdivision No. 1 shall apply also to Sienna Hills Subdivision No. 2. Other than the provisions specifically set out in Article 2 below, the Master CC&R's govern all Lots in Sienna Hills Subdivisions No. 1 and 2 and the Association shall manage all Common Area Lots in Sienna Hills Subdivisions No. 1 and 2 as if all were one subdivision.

ARTICLE 2

SPECIFIC PROVISIONS APPLYING TO PROPERTY AND LOTS IN SIENNA HILLS SUBDIVISION NO. 2

2.1 Architectural Control; Prior Plan Approval. No improvement or obstruction shall be placed or permitted to remain upon any part of the property unless a written request for approval, containing the plans, specifications, and exterior color scheme, has been approved by the Board or persons designated by the Board to approve same as set out in the Master CC&R's, attached as Exhibit B.

2.2 Association Assessments. All Assessments to the Sienna Hills Neighborhood Association shall be the same as set out in the Master CC&R's. (Generally \$450.00 for Initial Regular Assessment; \$300.00 for Start-Up Assessment; \$50.00 for Transfer Assessment and \$150.00 for Start Up Irrigation Assessment. See Master CC&R's for details.)

2.3 Common Areas. The following Lots are designated as Common Area Lots:

Sienna Hills 2

| | | |
|--------|----------|--|
| Lot 1 | Block 9 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 10 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 11 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 5 | Block 15 | Club House & Other Amenities, Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 16 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 8 | Block 17 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 9 | Block 17 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 10 | Block 17 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 18 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 19 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 8 | Block 20 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 8 | Block 23 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 24 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 25 | Landscaping Lot, Multi-Use Lot; Subject to easements for public utilities, drainage and irrigation |

These Common Area Lots shall be deeded to, managed by, and maintained by Sienna Hills Neighborhood Association, Inc., as set out in the Master CC&R's. Any fences constructed in any Common Area shall be owned and maintained by the Association.

2.3.1 Club House and Landscaping Area: The above described Lots were created for the purpose of maintaining a Club House, Multi Use Areas and Landscaping Areas. These Lots shall be constructed, landscaped and maintained as approved by the City of Caldwell. These Lots shall be owned and maintained by the Association and such maintenance shall comply with all Caldwell City requirements and regulations. The landscape maintenance responsibilities relating thereto shall not be dissolved without the express written permission of the City of Caldwell. Any fences adjacent to the common lots shall conform to all Caldwell City Ordinances and solid fences next to any pathways shall not exceed four (4) feet.

2.4 Pressurized Irrigation System. As set out in the Master CC&R's attached hereto, irrigation water, when seasonally available, will be supplied through the Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District (hereinafter together or separately, as the context dictates, the "District") via a pressurized urban irrigation system (PUIS) constructed for several different subdivision properties. Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned and operated by Wilder Irrigation District, Nampa and Meridian Irrigation District, and/or the City of Caldwell Irrigation District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by the District and each Lot Owner shall pay pro-rata (with all the other Lots served by the PUIS) for all of the costs associated with the maintenance, repair, replacement and operation of the PUIS, whether those costs are paid directly to the District by the Owner or through the Association collectively. As of the time of the recording of this Annexation Declaration, it is the intent of Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District that all of the costs of the water, and all of the costs relating to the maintenance and operation of the PUIS are going to be billed to the Association and all Owners shall pay their share of the PUIS costs through the Assessments from the Association. In the event that Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District ever directly bills the Owners for water and the PUIS costs then each Owner shall be obligated to pay such costs accordingly. Each Lot Owner shall be responsible for his or her own irrigation sprinkler system on the Lot. A Lot Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors. For other provisions, see the Master CC&R's attached hereto.

2.4.1 Irrigation District Agreements. Each Lot in this Subdivision is subject to any and all Agreements entered into with Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District.

2.4.2 Water Rotation Schedules: All Lots and Owners shall be bound by and shall follow any irrigation rotation schedule set up or maintained by Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District.

2.5 Storm Water and Drainage Easement Areas. The City of Caldwell is hereby granted a perpetual blanket storm water retention and drainage easement over portions of the following Lots as identified on the plat:

Common Area Lots 9 and 10, Block 17 as depicted on the plat.

These easement areas are identified on the plat for storm drainage easement. Together these easements are for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes, sand and grease traps, and all related storm drain facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water. The City of Caldwell has the right at any time to inspect the stormwater drainage facilities, and if necessary, promptly perform any required maintenance. Any changes to previously approved documents regarding the storm water system shall require the approval of the City of Caldwell. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of the City to operate and maintain these drainage facilities. Driveways in these easements areas are permitted.

2.5.1 "Heavy" Maintenance of Drainage/ Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage both surface and sub-surface, facility to ensure it is functioning properly; cleaning out the facility piping, manholes, sand and grease traps, and mucking out the storage facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. If the City of Caldwell shall decide not to perform such "heavy" maintenance, then the Association shall do so.

2.5.2 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for Sienna Hills Subdivision. Relevant portions of the Manual provide as follows:

Sienna Hills Subdivision (Nos. 1 and 2)
Stormwater Retention Pond O & M Manual

This manual outlines the duties to be performed by the Sienna Hills Neighborhood Association, Inc. (hereinafter the "Association") for the light maintenance of the storm water retention ponds located in certain of the Common Areas.

1. **Purpose of Stormwater Facility.** The primary purpose of the stormwater facilities is to convey stormwater from the streets through a system of buried pipelines, manholes and sand and grease traps to the stormwater retention pond or sub-surface absorption trenches. These facilities are intended to store and percolate the stormwater into the underlying soils layers. Any water in excess of this rate will be temporarily stored above ground within the pond or infiltration gallery. After the storm subsides, the pond will empty by percolating into the sub-soils through the sub-surface absorption trenches and perforated pipe lines.

2. **Additions to Facility; Removal; No Liability to the City of Caldwell** Additions to the facility (if any), such as park benches or additional landscaping, shall be considered temporary and may be removed by the City of Caldwell or the Association when heavy maintenance of the facility is needed. In the event that any of these additional items are moved, the City of Caldwell shall have no liability relating to the removal and shall have no responsibility to repair or replace any items moved. The sole responsibility for the repair and/or replacement thereof shall be with the Association.

3. **Light Maintenance.** The Association shall have the duty to perform the light maintenance of the pond as follows:

A. **Monthly Inspection of Pond.** Monthly visual inspections of the pond shall be performed by the Association to check for bank stability, water spots, water entering the pond from adjacent lots, rodent holes and bank erosion. In the event that any of these items are found, the Association shall have a licensed contractor make the necessary repairs.

B. **Monthly Inspection of Underground Storm Drain Facility.** Monthly visual inspections of the underground storm water drain facility shall be performed by the Association to check for clogging or standing water in or on the piping, the manholes, sand and grease traps or other structures. In the event that any of these items are found

to be clogged the Association shall contact the City of Caldwell so that the City of Caldwell can perform their "heavy" maintenance responsibilities. If the City declines to perform this maintenance, then the Association shall have a licensed contractor make the necessary repairs or clean the facilities.

C. Mowing and Maintenance of Landscaping. *The Association shall perform the normal surface routine maintenance such as mowing lawns, fertilization, weed control, and irrigation of any landscaping. Any lawn placed in the pond shall be maintained in a healthy condition.*

D. Trash Cleanup. *Any trash found during the periodic inspections shall be collected and removed from the pond and disposed of properly offsite.*

2.5.3 Association Failure to Maintain: Remedies. In the event that the City of Caldwell determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Manual above, then the City of Caldwell shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within that 30 days the Association may undertake to initiate and conclude all maintenance defects as identified by the City of Caldwell. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by the City of Caldwell within the prescribed thirty (30) days, then in that event, the City of Caldwell may begin to undertake such maintenance. The City of Caldwell is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform such inspection and maintenance of the Common Areas identified herein.

Should the City of Caldwell engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. The City of Caldwell shall first bill the Association and if such bill shall not be paid within sixty (60) days, then the City of Caldwell shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots pursuant to the CC&R's as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by the City of Caldwell.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and storm drain facilities contained therein without the prior written approval from the City of Caldwell.

The Association and all lot owners by accepting title to a lot agree that all lot owners within these subdivisions are benefited property owners of such maintenance.

2.6 Twenty Foot Easement to the City of Caldwell for Maintenance of a Sanitary Sewer Pipeline. The City of Caldwell is hereby granted an easement over the dimensioned portion of the Lot identified on the plat of Sienna Hills Subdivision No. 2 for sanitary sewer facilities. The affected Lot is Lot 8, Block 17. Generally, this easement is for the maintenance of a sanitary sewer pipe facility by the City of Caldwell. In the event that these facilities are not maintained by the City of Caldwell, then they shall be maintained by the Association. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the sanitary sewer pipeline or the ability of the City of Caldwell to operate and maintain these sanitary sewer facilities. Pathways in these easements areas are permitted.

2.7 Notice of Adjoining Development. All Owners in Sienna Hills No. 2 are hereby notified that the property owned by Declarant adjacent to Sienna Hills Subdivision No. 2 may be developed as some kind of development other than single family residential. This property may be developed as any number of uses, including but not limited to, offices, commercial, multi-family (apartments etc.), town houses, or any other uses or combination of uses approved by the City of Caldwell. Each Lot Owner in Sienna Hills Subdivision No. 2 purchases their Lot with the full understanding and knowledge of the foregoing and acknowledges and agrees not to object to any such use or development of the adjacent property.

Dated this 12th day of April, 2007.

IN WITNESS WHEREOF, Declarant has executed this Declaration.

Kevin A. Howell Construction, Inc.
an Idaho Corporation

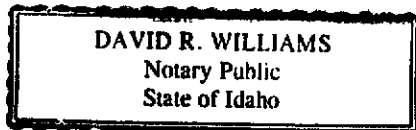
by 
Kevin A. Howell, President

STATE OF IDAHO,)
 ss.
COUNTY OF ADA,)

On this 12th day of April, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin A. Howell, known or identified to me to be the President of Kevin A. Howell Construction, Inc., the corporation that executed the within and foregoing instrument, 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.

Notary Public for Idaho
Residing at *Engle, Id.*
Commission Expires: *11-2-11*





Professional Engineers, Land Surveyors and Planners

314 Badiola St. Caldwell, ID 83605
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us



FOR: Kevin A. Howell
JOB No.: FE2706
DATE: May 23, 2006

"EXHIBIT A-1"

This parcel is a portion of the SW 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Caldwell, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the northeast corner of said SW 1/4 (center 1/4 corner section 14), said corner monumented with a 5/8 inch diameter iron pin;

Thence S. $0^{\circ} 35' 23''$ W., a distance of 668.75 feet along the easterly boundary of said SW 1/4 to a 5/8 inch diameter iron pin;

Thence leaving the easterly boundary of said SW 1/4, N. $89^{\circ} 24' 37''$ W., a distance of 60.00 feet to a 5/8 inch diameter iron pin;

Thence N. $55^{\circ} 40' 43''$ W., a distance of 132.35 feet to a 5/8 inch diameter iron pin marking the beginning of a non tangent curve right;

Thence a distance of 78.54 feet along the arc of said curve, having a radius of 228.00 feet, a central angle of $19^{\circ} 44' 16''$, the long chord of which bears S. $22^{\circ} 33' 38''$ W., a distance of 78.16 feet to a 5/8 inch diameter iron pin;

Thence non tangent to said curve, S. $86^{\circ} 03' 48''$ W., a distance of 36.21 feet to a 5/8 inch diameter iron pin;

Thence N. $51^{\circ} 24' 29''$ W., a distance of 28.00 feet to a 5/8 inch diameter iron pin;

Thence N. $70^{\circ} 23' 49''$ W., a distance of 64.36 feet to a 5/8 inch diameter iron pin;

Thence S. $89^{\circ} 36' 47''$ W., a distance of 352.00 feet to a 5/8 inch diameter iron pin;

Thence S. $0^{\circ} 23' 13''$ E., a distance of 95.00 feet to a 5/8 inch diameter iron pin;

Thence S. $89^{\circ} 36' 47''$ W., a distance of 100.00 feet to a 5/8 inch diameter iron pin;

Thence N. $0^{\circ} 23' 13''$ W., a distance of 95.00 feet to a 5/8 inch diameter iron pin;

Thence S. $89^{\circ} 36' 47''$ W., a distance of 434.00 feet to a 5/8 inch diameter iron pin;

Thence S. $80^{\circ} 43' 11''$ W., a distance of 79.29 feet to a 5/8 inch diameter iron pin;

Thence N. $61^{\circ} 30' 12''$ W., a distance of 71.52 feet to a 5/8 inch diameter iron pin;

Thence S. $79^{\circ} 15' 40''$ W., a distance of 124.04 feet to a 5/8 inch diameter iron pin;

Thence N. $19^{\circ} 43' 23''$ W., a distance of 80.18 feet to a 5/8 inch diameter iron pin;

Thence N. $19^{\circ} 56' 45''$ W., a distance of 56.00 feet to a 5/8 inch diameter iron pin;

Thence N. $11^{\circ} 29' 44''$ W., a distance of 87.65 feet to a 5/8 inch diameter iron pin;

Thence N. $0^{\circ} 52' 26''$ E., a distance of 248.34 feet to a 5/8 inch diameter iron pin;

Thence N. $88^{\circ} 32' 23''$ W., a distance of 100.00 feet to a point on the boundary of Sienna Hills Subdivision No. 1 as on file in Book of Plats at Page in the Office of the Recorder of Canyon County, Idaho, said point is monumented with a 5/8 inch diameter iron pin and marks the beginning of non tangent curve right;

Thence along the easterly and southerly boundary of said Sienna Hills Subdivision No. 1 the following courses and distances:

Thence a distance of 115.15 feet along the arc of said curve, having a radius of 86.50 feet, a central angle of $76^{\circ} 16' 33''$, the long chord of which bears N. $38^{\circ} 48' 43''$ E., a distance of 106.84 feet to a 5/8 inch diameter iron pin marking the beginning of a non-tangent reverse curve left;

Thence a distance of 240.09 feet along the arc of said curve, having a radius of 3533.00 feet, a central angle of $03^{\circ} 53' 37''$, the long chord of which bears S. $88^{\circ} 27' 04''$ E., a distance of 240.04 feet to a 5/8 inch diameter iron pin;

Thence non tangent to said curve, N. $0^{\circ} 23' 52''$ W., a distance of 33.00 feet to a 5/8 inch diameter iron pin;

Thence N. $01^{\circ} 10' 58''$ E., a distance of 53.02 feet to the southwest corner of Karcher Ranchettes Subdivision as on file in Book 9 of Plats at Page 16 in the Office of the Recorder of Canyon County, Idaho, said corner also being the northwest corner of the NE 1/4 of said SW 1/4 (center west 1/16 corner) and is monumented with a 5/8 inch diameter iron pin;

Thence leaving the boundary of said Sienna Hills Subdivision No. 1, N. $89^{\circ} 36' 08''$ E., a distance of 1325.82 feet along the northerly boundary of said NE 1/4 SW 1/4 and along the southerly boundary of said Karcher Ranchettes Subdivision to the POINT OF BEGINNING.

This parcel contains 21.99 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

2007005585

RECORDED

2007 JAN 24 PM 1 32

WILLIAM H. HURST

CANYON CNTY RECORDER

REQUESTED BY
TYPE 16000 FEE 105.00

EXHIBIT B

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

SIENNA HILLS SUBDIVISION NO. 1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA HILLS SUBDIVISION NO. 1 is made by Howell-Murdoch Development Corporation, (hereinafter "Grantor" or "Declarant") whose address is 4822 N. Rosepoint Way, Suite C, Boise, Idaho 83713.

ARTICLE 1: RECITALS

1.1 Property Covered. The Property subject to this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration" or "CC&R's") is that property in Canyon County, State of Idaho, which is contained in Sienna Hills Subdivision No. 1, and which is legally described on Exhibit A attached hereto, together with any additions or annexations as may hereinafter be brought within the jurisdiction of these CC&R's and the Sienna Hills Neighborhood Association, Inc. Lots 1, 23, 24, 25, and 30 of Block 1; Lot 6 of Block 4; Lot 5 of Block 5; Lot 1 of Block 6; Lot 1 of Block 7; Lot 1 of Block 8; Lot 1 of Block 12; Lots 1, 2, and 3 of Block 14; and Lot 1 of Block 60 are the Common Area Lots. The irrigation pumping station and irrigation backup well for the Pressurized Urban Irrigation System is located within Lot 5 of Block 5.

1.2 Annexation of Additional Properties or Additional Subdivisions into these CC&R's. Additional subsequent phases of Sienna Hills Subdivisions are contemplated to be annexed into these CC&R's, either by Declarant or by Kevin Howell Construction, Inc. In the event that any other properties are annexed into these CC&R's then those properties shall also be subject to these CC&R's except as modified by the recorded Declaration of Annexation. All annexed property will be under the jurisdiction of the Association as set out below. These CC&R's and any Declarations of Annexation shall be construed together as if all had been done at the same time. Each annexed property may have different covenants and building restrictions and different Common Areas particular to that annexed property. However, all Common Areas here and in annexed properties shall be for the benefit of all Owners in this subdivision and in the annexed properties. Sienna Hills Neighborhood Association, Inc., shall own, operate and manage all Common Areas in this subdivision and all annexed properties as if all were in one subdivision. In the event that any other properties are annexed, this Declaration shall be referred to as the "Master" Declaration.

1.3 Notice of Development of Adjacent Properties. Notice is hereby given to all Owners that surrounding properties (or other phases of Sienna Hills Subdivisions) may be developed as some type of commercial, retail multi-family, office, a school site and/or other non-residential uses. Declarant is under no obligation to develop any phase of the Subdivision or surrounding properties in any particular manner or order.

If any business Lots are so developed for business uses, each of the business lot phases will have its own separate business Covenants, Conditions and Restrictions for that particular business phase, whatever that phase may be. The Lots or parcels in a business phase (or any school site) shall not be part of, or subject to, these CC&R's and the Owners thereof shall have no votes in the Sienna Hills Neighborhood Association; Inc. Provided, however, that each of the Lots or parcels in the business phases, or school site, may be connected to the pressurized urban irrigation system (PUIS). If connected, the Owners of these Lots or parcels shall pay their proportionate share of all operation and maintenance costs of the PUIS and their proportionate share of the water costs relating to these Lots or parcels to the relevant Irrigation District or City of Caldwell. In the event that the school site or the business phases are not developed for school or business uses and are developed as single family residential uses then the Lots therein shall be subject to these CC&R's when, and if, annexed into these CC&R's.

1.4 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes that will apply to the development and use of the Property. This Declaration is designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and any Improvements located thereon.

ARTICLE 2: DECLARATION

2.1 Grantor Declaration; Owner Agreement by Accepting Deed. Grantor declares that all the Property described on Exhibit A shall be held, sold, transferred, encumbered, leased, used, occupied and improved subject to these CC&R's and the recitals above. Each Owner by accepting a deed to any of the property, and each occupant or tenant, by occupying or renting any part of the premises specifically agrees to be bound by these CC&R's.

2.2 Runs With The Land. These CC&R's shall run with the land described on Exhibit A and shall be binding upon all persons with any right, title or interest in the land. They are for the benefit of all the property and bind all successors, assigns, heirs and transferees.

2.3 Enforcement. These CC&R's may be enforced by Grantor, any Class A Lot Owner or by the Association.

2.4 Grantor's Rights; Model Homes and Sales Office. Notwithstanding the foregoing or any provision contained herein, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon. Grantor may maintain model homes, construction, sales or leasing offices, or temporary parking areas or similar facilities on any Lot or portion of the Property, including the Common Area or any public right-of-way. Grantor may also post signs incidental to construction, sales or leasing.

ARTICLE 3: DEFINITIONS

3.1 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.2 "Architectural Control Committee" shall mean the Board of the Association or any person or persons designated by the Board.

3.3 "Assessments" shall mean those payments required of Class A Owners and Association Members (excluding Declarant) and include but are not limited to all Assessments (whether regular, irrigation, start-up, special or limited), late charges, attorneys' fees, interest, and other charges set out in these CC&R's.

3.4 "Association" shall mean Sienna Hills Neighborhood Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

3.5 "Board" shall mean the Board of Directors of Sienna Hills Neighborhood Association, Inc. or other governing board or individual, if applicable, of the Association and includes its authorized agents and representatives. The Board shall also be the Architectural Control Committee and may designate and appoint any persons or entities to act and perform the duties of the Architectural Control Committee.

3.6 "Building Lot" shall mean one or more Lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall not include any Common Area, any area dedicated to the public, or any Lots deeded to an irrigation entity for an irrigation pump facility.

3.7 "By-laws" shall mean the By-laws of the Association (a copy of which is attached hereto as Exhibit B).

3.8 "Common Area" shall mean all Lots or facilities in this Subdivision that are designated herein or on the Plat as Common Area, common facilities or a common landscaped area. All Common areas and common facilities shall be managed and maintained by the Sienna Hills Neighborhood Association, Inc., including but not limited to those Lots set out in Article 6 below.

3.9 **"Declaration"** shall mean this Declaration as it may be amended from time to time.

3.10 **"Grantor"** shall mean Howell-Murdoch Development Corporation, an Idaho corporation, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. Grantor may also be referred to as the "Declarant".

3.11 **"Improvement"** shall mean any improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, recreational facilities, and fixtures of any kind.

3.12 **"Limited Assessment"** shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to 10% of the cost) incurred by the Grantor or the Association for corrective action performed pursuant to the provisions of this Declaration (see Article 9 below.)

3.13 **"Member"** shall mean each person or entity holding a membership in the Association. Members must be either a Class A Lot Owner or Grantor.

3.14 **"Owner"** shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation. A "Class A" Owner shall be any Owner of a Building Lot other than Grantor.

3.15 **"Person"** shall mean any individual, partnership, limited liability company, corporation or other legal entity.

3.16 **"Plat"** shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder.

3.17 **"Property"** shall mean all of the Property described in Exhibit A including each Lot or portion thereof, together with all water rights associated with or appurtenant to such property. This subdivision may also be referred to herein by name or as the Property or just Subdivision.

3.18 **"Regular Assessment"** shall mean the regular assessments assessed against all Class A Owners to defray the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs and expenses of the Association, including irrigation.

3.19 **"Start-up Assessment"** shall mean that initial fee payable to the Association to start-up the Association and for other activities. This one time start-up fee is assessed against the buyer of each Lot upon the first purchase of each Lot. It is paid only one time.

3.20 **"Special Assessment"** shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments.

3.21 **"Transfer Special Assessment"** shall mean that transfer fee assessed against each Lot transferred, to be paid to the Association on each transfer of legal title and recording of a deed to a Lot in this subdivision.

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 **Prior Plan Approval: Architectural Control.** No Improvement of any kind shall be placed or permitted to remain upon any part of the Property unless a written request for approval has been approved by the Board of Directors of Sienna Hills Neighborhood Association, Inc., (the Architectural Control Committee) or a person designated by the Board to approve same. The written request to the Board shall contain the plans, specifications, landscaping plan, and exterior color scheme. The approval of the Board will not be unreasonably withheld if the plans and specifications comply with these CC&R's, all government ordinances, and are in the general harmony of the existing structures and improvements located in this Subdivision. The initial address of the Board shall be 4822 N. Rosepoint Way, Meridian, Idaho 83713.

4.2 **Government Rules.** In the event any of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rule, regulation or ordinance shall apply.

4.3. **Use and Size of Dwellings.** All Building Lots shall be used exclusively for one or two-story single-family homes. Lots less than 9,000 square feet shall have a one story home of not less than 1,800 square feet or a two story home of not less than 2,200 square feet. Lots between 9,000 and 10,000 square feet shall have a one story home of not less than 1,900 square feet, or a two story home of not less than 2,300 square feet. All other Lots shall have a one story home of not less than 2,000 square feet, or a two story home of not less than 2,400 square feet. Eaves, steps, open porches, car ports, garages and patios are excluded in the computation of square footage.

4.4 **Basements.** Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and Owner builds and owns their basement at their own risk.

4.5 **Accessory Structures; Storage Sheds; Patio Covers; Outbuildings.** There shall be no metal or wood storage attachments to any home except as approved by the Board.

Storage sheds attached to the residential structure shall be constructed and roofed with the same materials as the residential structure and shall be a similar color.

Patio covers shall be constructed and roofed with the same materials as the residential structure and shall be a similar color. Provided, however, that the Board may

approve a different design, color and materials if aesthetically compatible with the residential structure. (A patio cover is not to be considered as an outbuilding.)

Outbuildings shall be limited to one per Lot, and shall be constructed of quality materials, be finished or painted in the same general color as the residential structure, shall be constructed and roofed with the same materials as the residential structure, and shall be first approved by the Board and comply with local ordinances.

4.6 Setbacks. All setbacks shall comply with the pertinent local government ordinances. Provided, however, certain Lots have special easements along the Lot boundary lines which are larger than the government setbacks. These special easements are identified on the plat or described herein. For those Lots with these special easements, the foundation of the building shall not encroach on that easement area, and that easement area shall be the required setback.

4.7 Garages. All residential homes shall have an attached enclosed garage which holds no less than three cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

4.8 Exterior: Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling. The exterior materials and colors of each building and the appearance of the building shall first be approved by the Board. Earth tones and grays are encouraged for the body of the home. Bright or bold colors for the body of the home are discouraged. Bay windows, broken roof lines, gables, hip roofs, etc. are strongly encouraged. Any future changes to colors or exterior must be approved by the Board.

4.9 Fifty (50%) Percent Brick, Stone, Stucco on Front Exposure. The front exposure of the dwelling shall be covered by brick, stone or stucco over at least fifty (50%) percent of the total square footage of the area of the "front exposure" of the dwelling. No cottage lap siding shall be allowed on the front exposure of any dwelling. The "front exposure" area shall be that area from the eaves to the ground and from the side corner to the opposite side corner on the exterior of the dwelling generally parallel with the street and which contains the main entrance doorway (dwellings on a corner lot need have only one "front exposure"). The Board may approve a different percentage. To compute the fifty (50%) percent of the front exposure, windows and garage doors shall be excluded. (For example, if the front exposure of the dwelling is a total of 600 square feet and the windows and garage doors are 200 square feet, then at least fifty (50%) percent of the remaining 400 square feet would be covered by brick, stone or stucco).

4.10 Driveways. All Lots shall have a concrete driveway and a minimum of two concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, permabark, rock or gravel.

4.11 Roofs. Roofs must be of at least 6 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be black architectural composition shingles. Any future changes to roof or color must be approved by the Board.

4.12 Lot Grading and Drainage Requirements. Grantor has not graded the Lot to account for drainage and Grantor shall have no duty to grade any Lot for proper drainage. Grading for drainage shall be the sole duty of the Owner and, if applicable, the Owner's builder. Each Lot Owner shall grade and maintain the grade on their individual Lots so that:

- A) Drainage of storm and irrigation water is kept away from adjacent Lots;
- B) The Lot will drain sufficiently away from the foundation with a proper slope so that water is kept out of the crawl spaces; and,
- C) All drainage is in accordance with local building code requirements.

4.12.1 Owner's Liability. It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's Lot from draining onto any other Owner's 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 Lot as provided herein, or uses excessive irrigation water, and water flows off the Lot onto an adjacent Lot or property causing damage or injury, the offending Owner may be liable for any damages occurring as a result of the drainage.

4.12.2 Grantor No Liability For Drainage. Grantor shall have no liability for any damages or problems caused by drainage. Nor shall Grantor have any duty to remedy, fix or cure any drainage problems on any individual Lots.

4.13 Landscaping. Berms and sculptured planting areas are strongly encouraged. Each Lot must have a full coverage automatic sprinkler system. Sod for the entire yard, and landscaping of the front yard shall be completed as of the date of the occupancy of the home (weather permitting) and such landscaping shall be the responsibility of each respective Owner of the Lot. Landscaping, at a minimum, shall include:

- A) At least two (2) trees of not less than two inch (2.0") caliper in the front yard. ("Caliper" is the diameter of the tree trunk measured 6 inches above the root ball);
- B) Not less than ten (10) one gallon shrubs, five (5) 2 gallon shrubs, and four (4) five gallon shrubs, in the front yard;
- C) The front yard of each dwelling shall be enhanced by at least one (1) of the following: bermed area, decorative concrete curbing, or decorative boulders.

The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the house. For Building Lots on corners, the "front yard" shall also include the entire side yard next to the side street from the front Lot line to the rear Lot line.

Weed Control: Prior to the planting of grass it shall be the responsibility of the builder and/or the Owner to keep all weeds on the lot under control and periodically cut so they remain less than 6" tall. Neglected weeds may be cut by the Association without notice and the bill therefore shall be paid by the lot Owner as a Limited Assessment.

4.14 Fences.

4.14.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision Property. After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot (except as set out below). The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

4.14.2 Association Fences. The fence along the boundary of Common Area located within Lots 1, 23, 24, 25, and 30 of Block 1; Lot 5 of Block 5; Lot 1 of Block 12; and Lots 1, and 3 of Block 14 shall be owned and maintained by the Association. All other fences constructed in any Common Area, or on any Common Area Lot shall also be owned and maintained by the Association.

4.14.3 Other Owner Fences. Other Owner fences are not required. Any fence by an Owner shall be of Trex, vinyl or wrought iron material and shall first be approved by the Board. Specifications for said fencing are attached hereto, and incorporated herein, as Appendix A. Chain link fences prohibited anywhere within the subdivision. No combustible fence shall be constructed adjacent to and along side of a Common Area wrought iron fence.

4.14.4 Distance From Street. No fence shall be constructed on any Lot (including corner Lots) closer to the front Lot line than two (2) feet behind the front edge of the dwelling. For corner Lots, the fence along the side street shall be, if possible, at least ten (10) feet from the back of the sidewalk or as applicable code may require (the back of the sidewalk is the side away from the street.)

4.14.5 Chain link fences. No chain link fences are allowed except where required herein or along watercourses or open ditches.

4.15 Construction. No pre-existing home, mobile home, house trailer, tent, shack, or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months. Temporary construction structures are permitted only during the time of construction. A temporary pre-fabricated mobile "sales center" may be used prior to the completion of a model home permanent structure.

4.16 No Yard Lights; Antennae. Yard lights shall not be allowed. Photo sensitive or electric eye Soffit lights are required, with not less than one (1) located in the front entry way. Installation is the specific responsibility of the lot Owner.

For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located to the rear of the structure and reasonably screened from view of other front and side Lot Owners.

4.17 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

4.18 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

4.19 Disabled, Dilapidated or Stored Vehicles. Any disabled vehicles, vehicles not used on a regular basis, or dilapidated vehicles located upon any portion of the Property or a Lot are a nuisance and absolutely prohibited unless they are fully enclosed in a Board approved structure. Such vehicles may be removed by the Board as a corrective action as provided in Article 9 below.

4.20 Screening; Unsightly Articles; Holiday Decorations; Lighting. No unsightly articles or materials, junk, car bodies, or any other unsightly property shall be permitted to remain on any Lot so as to be visible from any other Owner's Lot. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other Lots. Trash is to be kept in containers and areas approved by the Board. All trash cans shall be screened from view of the street during all times other than trash pick up day. Play equipment, toys, lawn equipment and the like (when not being used) shall be screened from view of the street. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, building materials or scrap shall be kept, stored or allowed to accumulate on any property except within an approved enclosed structure. Vacant residential structures shall not be used for storage.

Holiday decoration should only be put up 30 days prior to any holiday and taken down with 30 days after the holiday for which they were placed. No other lights shall be placed on the outside of a home that would be a nuisance to another Owner. Spot light

type security lights shall be directed to the ground on the Lot and shall not be pointed at neighbors.

4.20.1 No Unscreened Boats, Campers and Other Vehicles. No operational boats, trailers, campers, all-terrain vehicles, motorcycles, bicycles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless enclosed by a concealing structure or other screening as approved by the Board. Provided, however, no vehicles or the like (including sail boats with masts) taller than ten feet or longer than 30 feet shall be allowed to be stored on any portion of the Property. If a stored item is taller than the front screening fence, then the item must be parked two feet away from the fence for every one foot it is taller than the fence. (For example, a nine foot tall motor home would be required to be parked six feet away from the front fence if that fence was six feet tall, and eight feet back if the fence was five feet tall.)

Notwithstanding anything contained herein, an operational boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owner's Lot (if permitted by local ordinances) for a temporary time not to exceed three consecutive days.

4.20.2 Removal of Items; Warning; Costs. The Board or its representatives may remove any items in violation of this Declaration at any time after giving the owner fifteen (15) days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a Limited Assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs (see Article 9 below.)

4.21 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair, and the landscaping shall be regularly watered, fertilized and mowed. In the event an Owner permits an Improvement or landscaping to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Articles 8 and 9 below.

4.22 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than four total domestic animals (dogs and/or cats) shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run must be screened, placed inside the Lot fences, and approved by the Board. Each Owner shall be responsible for collecting and removing all animal feces and other waste deposited from their animals from the Property, common area and Lots not belonging to such the Owner.

4.23 Signs. No sign shall be displayed to public view without the approval of the Board except: (A) signs used by Grantor in connection with the development and sale of the Property; (B) signs identifying the development; (C) informational signs by the Board displayed on Common Areas; (D) one sign of less than 6 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (E) signs required by the governing authorities.

No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board. No "For Rent" or "For Lease" signs shall be placed on any common area, Lot or other Property.

4.24 Business Activity. No building in this residential Subdivision may be used for any commercial business purposes, day care, manufacturing operations or as a retail business. A "Home Office" business shall be allowed if permitted under the applicable City Ordinances. Any Home Offices, however, shall be subject to the following restrictions:

- A) No signs of any kind shall be allowed on the premises advertising the business,
- B) No commercial vehicles shall be parked in the street,
- C) No more than two "customers" or "clients" visit the Home Office business at any one time and they park in the driveway and not in the street,
- D) No unsafe or unsightly conditions shall be allowed to exist on the premises.

4.25 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.26 Storm Water and Drainage Easement Areas. The City of Caldwell, Idaho, (hereinafter called "City") is hereby granted a perpetual blanket storm water retention and drainage easement over the following Common Area Lots: Lot 1 of Block 1; Lot 6 of Block 4; and Lot 5 of Block 5.

These Lots are identified on the plat as the area for "Storm Drainage Easement". Together these easements are for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes, sand and grease traps, and all related storm drain facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water. The City has the right at any time to inspect the stormwater drainage facilities, and if necessary, promptly perform any required maintenance. Any changes to previously approved documents regarding the storm water system shall require the approval of the City. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of

the City to operate and maintain these drainage facilities. Driveways in these easements areas are permitted.

4.26.1 "Heavy" Maintenance of Drainage/ Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage, both surface and sub-surface, facility to ensure it is functioning properly; cleaning out the facility piping, manholes sand and grease traps, and mucking out the storage facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. If the City shall decide not to perform such "heavy"

4.26.2 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for the Sienna Hills Subdivision. This Manual is as follows:

Sienna Hills Subdivision
Stormwater Retention O & M Manual

This manual outlines the duties to be performed by the Sienna Hills Neighborhood Association, Inc. (hereinafter the "Association") for the light maintenance of the storm water retention facilities located in certain of the Common Areas.

1. **Purpose of Stormwater Facility.** The primary purpose of the stormwater facilities is to convey stormwater from the streets through a system of buried pipelines, manholes and sand and grease traps to the stormwater retention pond or sub-surface absorption trenches. These facilities are intended to store and percolate the stormwater into the underlying soils layers. Any water in excess of this rate will be temporarily stored above ground within the pond or infiltration gallery. After the storm subsides, the pond will empty by percolating into the sub-soils through the sub-surface absorption trenches and perforated pipe lines.

2. **Additions to Facility; Removal; No Liability on City.** Additions to the facility (if any), such as park benches or additional landscaping, shall be considered temporary and may be removed by the City or Association when heavy maintenance of the facility is needed. In the event that any of these additional items are moved, the City shall have no liability relating to the removal and shall have no responsibility to repair or replace any items moved. The sole responsibility for the repair and/or replacement thereof shall be with the Association.

3. **Light Maintenance.** The Association shall have the duty to perform the light maintenance of the ponds and/or infiltration facilities as follows:

3.1 Monthly Inspection of Pond. Monthly visual inspections of the ponds and/or infiltration shall be performed by the Association to check for bank stability, water spots, water entering the pond from adjacent lots, rodent holes and bank erosion. In the event that any of these items are found, the Association shall have a licensed contractor make the necessary repairs.

3.2 Monthly Inspection of Underground Storm Drain Facility. Monthly visual inspections of the underground storm water drain facility shall be performed by the Association to check for clogging or standing water in or on the piping, the manholes sand and grease traps or other structures. In the event that any of these items are found to be clogged the Association shall contact the City so that the City can perform the "heavy" maintenance responsibilities. If the City declines to perform this maintenance, then the Association shall have a licensed contractor make the necessary repairs or clean the facilities.

3.3 Mowing and Maintenance of Landscaping. The Association shall perform the normal surface routine maintenance such as mowing lawns, fertilization, weed control, and irrigation of any landscaping. Any lawn placed in the pond shall be maintained in a healthy condition.

3.4 Trash Cleanup. Any trash found during the periodic inspections shall be collected and removed from the pond and disposed of properly offsite.

4.26.3 Association Failure to Maintain; In the event that the City determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Manual above, then the City shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within those 30 days the Association may undertake to initiate and conclude all maintenance defects as identified by the City. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by the City within the prescribed thirty (30) days, then in that event, the City may begin to undertake such maintenance. The City is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform such inspection and maintenance of the Common Areas identified herein.

Should the City engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. The City shall first bill the Association and if such bill shall not be paid within sixty (60) days, then the City shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots pursuant to the

CC&R's as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by the City

The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and storm drain facilities contained therein without the prior written approval from the City.

The Association and all lot owners by accepting title to a lot agree that all lot owners within these subdivisions are benefited property owners of such maintenance.

4.27 Renting/Leasing. No home (or any other part of the property) lot, or Property shall be rented or leased to third parties, except where: (1) the Tenant has been given a copy of these CC&R's; the Tenant has executed a written lease or rental agreement where the Tenant has affirmatively agreed to be bound by the terms and conditions of these CC&R's, specifically including, but not limited to the use of the Lot and the Subdivision, and the Lot landscaping and maintenance requirements; (3) the Lot Owner has provided in the lease or rental agreement that the Lot landscaping will be maintained by a professional landscape maintenance company or other organization during the term of the lease or rental; (4) a copy of the signed written lease or rental agreement is provided to the Association within thirty (30) days of the date of the first day of any term of any such lease or rental.

During and rental or lease term, the Lot Owner shall remain primarily responsible for the condition of the property, for all assessments and all other obligations under these CC&R's. In addition, the Lot Owner shall be responsible for any damages caused by the Lot Owner's Tenants, invitees or other guests to any Common Areas or other common facilities owner or maintained by the Association.

If the Lot Owner or Tenant fails to provide a copy of the written lease or rental agreement, then the Lot Owner shall be responsible to pay to the Association an administrative fee of Two Hundred Fifty and No/100ths Dollars (\$250.00) per month. If the Lot Owner or the Tenant fail to maintain the landscaping or the exterior appearance of the property, then the Declarant or the Association, after thirty (30) days notice to the Lot Owner (with a copy to the Tenant, if known), shall have the right to perform that maintenance as a corrective action and the Lot Owner shall be responsible for all of the costs thereof, plus an additional administrative fee of twenty-five percent (25%) of the costs to the Association of providing such maintenance, and plus a further and additional management fee of One Hundred and No/100ths Dollars (\$100.00) per month. Each of the above shall be and constitute a Limited Assessment as provided in these CC&R's.

ARTICLE 5: WATER

5.1 Water Rights. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following: a) that such property is in an Irrigation District, including but not limited to Wilder Irrigation District and Nampa & Meridian Irrigation District (hereinafter "District"); b) that the water in District has not been transferred from

this property; c) that each Owner of any Lot is subject to all water assessments levied by District, or other water supplier and/or the Association; d) that each Lot Owner shall be responsible to pay any levies attributable to that Lot by District, or other water supplier and/or the Association; e) that all water assessments are a lien upon the Lot. Each Owner or occupant of any Lot in Sienna Hills Subdivision specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers and directors relating to irrigation water, the quality of the irrigation water or the quantity of irrigation water.

5.2 Irrigation District Agreements. The Lots in this Subdivision shall be subject to any existing or future recorded agreements or license agreements with the District regarding this Subdivision, or regarding any irrigation easements, licenses or encroachment agreements.

5.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through the District via a pressurized urban irrigation system (PUIS). This system shall be owned maintained and operated by the City of Caldwell with all water, operation and maintenance costs billed either to the Lot Owners individually or to the Association. Each Lot Owner shall pay for the costs of water, maintenance and operation of the PUIS as billed by District or the City, whether billed individually or through the Association. Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot.

Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from this control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems. Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage.

5.4 Water Costs: All irrigation water costs (including water costs for all Common Area Lots) shall be paid by the Lot Owners either from individual assessments against each Lot by District or the City or other water suppliers; or, if the water supplier provides billing to the Association, then the water costs shall be paid as part of the Association's Assessments to Lot Owners. Each Lot Owner shall pay his or her share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

5.5 Water Unreliable: The area of the country where this subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. [As one example; in 1977, a drought year, some irrigation ditches ceased carrying any water in July of that year.]

5.6 Rotation: Irrigation water may be placed on an irrigation rotation schedule by the City. No Lot in Sienna Hills Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in these subdivisions agrees to be bound by and to comply with, any rules or regulations for the use and rotation of irrigation water between the Lots as set out by the Association, the City or by District. The City, Board or the District may establish another water rotation schedule for all Lots and Common Areas in this Subdivision and other general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedules or rules may, following notice from the City, Board, or the District, may result in suspension of the right to use irrigation water.

5.7 No Liability: Neither City, District, nor the Declarant (or any members, employees, agents, officers or directors thereof), shall have any liability OF ANY KIND to any Lot Owner, tenant, the Association, member of the Association or any other person or entity for any losses or damages relating in any respect to the 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. Each Lot Owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, City, District and Declarant, their agents, employees, officers Directors, Members and/or shareholders for any loss or damage relating in any respect to the water, or the supply of water.

5.8 Extended Season Water: Extended season irrigation water (water which may be provided before or after the normal irrigation season or to supplement the irrigation water) may not be provided to the Subdivision. No Lot shall have any right to extended season water, and neither City, Declarant, District nor the Association shall have any obligation to provide extended season or supplemental water. In the event any extended water is provided for, the costs thereof shall be assessed as other water costs are assessed.

5.9 WARNING! IRRIGATION WATER IS NOT DRINKABLE

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

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 pressurized irrigation system is not drinkable;
- B) Ensure that ALL of the faucets and risers in the pressurized 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 pressure irrigation risers;
- D) Not install, or maintain the installation of, any cross connections between the pressurized 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 backflow prevention device meets all relevant governmental and building code requirements.

5.10 No Liability for Quality of Water. Neither the City, the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, the Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

ARTICLE 6: COMMON AREAS.

6.1 Common Area Lots. In Sienna Hills Subdivision No. 1, the following Lots are designated as Common Areas or common landscaped areas: Lots 1, 23, 24, 25, and 30 of Block 1; Lot 6 of Block 4; Lot 5 of Block 5; Lot 1 of Block 6; Lot 1 of Block 7; Lot 1 of Block 8; Lot 1 of Block 12; Lots 1, 2, and 3 of Block 14; and Lot 1 of Block 60.

These Common Area Lots in Sienna Hills Subdivision No. 1 shall be deeded to, managed by, and maintained by the Sienna Hills Neighborhood Association, Inc. These Lots are subject to any easements set out on the plat.

6.2 Association Multi-Use Areas; Micro-Path Lot. Lot 30 of Block 1 contains a Micro-Path for the use by the Owners. This Micro-Path shall be paved and landscaped as approved by the City of Caldwell and shall be for the ingress and egress of pedestrian and bicycle traffic only. No motorized vehicles are allowed on the Micro-Path Lot. This Common Area shall be owned and maintained by the Sienna Hills Neighborhood Association, Inc., and such maintenance shall comply with all Caldwell City requirements and regulations for Micro-Path areas, including maintenance of the fences alongside the

micro-path area. The maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City. Any fences constructed on these Lots shall be Common Area fences and shall be maintained by the Association. Any fence built on private property adjacent to any Micro-Path shall be built only in accordance with all governmental ordinances, including but not limited to the City's Landscape ordinances.

6.3 Common Area Lots Subject to Wilder Irrigation District and Boise Project Board of Control Easements. Common Area Lot 24 of Block 1 and Lot 2 of Block 14 are Common Area Lots which contain the Deer Flat Canal ditch and are subject to the operation and maintenance easements of Wilder Irrigation District and Boise Project Board of Control. These Lots are not available for the general use of the public or the Owners in the subdivision except for the designated pathways. Any Lot which backs up to these Common Areas Lots shall maintain a five (5) foot wrought iron fence with no gates or direct access to these Lots, and any dumping of materials, grass clippings, trash or the like on these Common Area Lots is strictly forbidden.

6.4 Use of Common Areas. Every Owner shall have the equal right to enjoy the use of those Common Areas or common facilities which are designed and built for such use. The Association may make reasonable rules governing use of the Common Areas and facilities. The use of some Common Areas, such as ditches or canals, may be prohibited. All Common Areas and facilities in this Subdivision shall be owned by the Association, unless otherwise set out herein. The Association shall have the power to suspend the use of all Common Areas to Members who are in arrears for non-payment of Assessments. However, the Association may not suspend street or sidewalk access to a Member's Lot or home. The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes agreed to by the Members. No dedication, mortgage or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer is signed by the Grantor (if Grantor still owns any of the Building Lots), and two-thirds (2/3) of the Class A Members. Transfer must also be approved by any local government having jurisdiction over the transfer. [Provided, however, a transfer of a Common Area Lot containing the PUIS pump station or PUIS facilities needs only the signature of Grantor and the recording thereof to be effective.] Said transfers shall become effective when the instrument is recorded. In the event that an Owner's access to his Lot is over any Common Area, then any transfer of that Common Area shall be subject to an easement for the access of the Owner.

6.5 No Liability for Common Areas. Each Lot Owner by accepting a deed to a Lot in this Subdivision and each occupant by occupying a Lot, and each user of the Common Areas by using the Common Areas, specifically agrees that the Declarant, its agents, officers, employees, members and shareholders shall have no liability of any kind whatsoever relating in any way to the use of the Common Areas including, but not limited to, any accidents or bodily injuries which result from the use of the Common Areas, and all claims relating thereto are specifically waived and released. Nor shall the Association, its officers, agents, or employees have any such liability. All Lot Owners, occupants and users of the Common Areas specifically assume the risk and waive any and all claims

relating to the use of the Common Areas.

6.6 Irrigation Piping Easement. Under Common Area Lots 24 and 25 of Block 1; Lot 6 of Block 4 and Lot 5 of Block 5 lies an irrigation pipe. An easement is granted over these Lots for the maintenance, operation, repair and replacement of these irrigation pipes by any party using the pipes or having water in the pipes. In the event that these pipes are not maintained by the water users, they shall be maintained by the Association.

6.7 Damages. Any Owner shall be liable for damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, the Owner's tenant, or the Owner's family, guests, agents, contractors or invitees. In the case of joint Ownership the liability of such Owners shall be joint and several. The cost of correcting the damage shall be treated as a Limited Assessment against the Owner and Building Lot and may be collected as provided herein. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE 7: SIENNA HILLS NEIGHBORHOOD ASSOCIATION, INC.

7.1 Organization of Sienna Hills Neighborhood Association, Inc. Sienna Hills Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-laws (attached hereto as Exhibit B) and this Declaration. Neither the Articles nor the By-laws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.2 Membership. Each Owner of a Lot subject to assessment, by virtue of being an Owner, and for so long as such Ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated except upon the transfer of Owner's title. Any prohibited membership transfer shall be void and will not be reflected on the books of the Association.

7.3 Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

(A) **Class A.** The Class A Members shall be all Owners of Building Lots within the Subdivisions, with the exception of Declarant, and shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members, but in no event shall more than one vote be cast

with respect to any one Building Lot.

(B) Class B. The Class B Member shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each residential Building Lot (platted or unplatted) owned by Declarant in Sienna Hills Subdivision No. 1 and subsequent residential Sienna Hills Subdivisions. The Class B Member shall cease to be a Class B voting Member in the Association at the time the Declarant deeds away the last residential Building Lot to an Owner other than Declarant in Sienna Hills Subdivision and subsequent residential Sienna Hills Subdivisions, or on December 31, 2011, whichever date is sooner. Thereafter Declarant shall have the votes of a Class A Owner for each Building Lot owned.

7.3.1 No Fractional Votes or Severance from Land. Fractional votes are not allowed. If joint Owners cannot agree how their vote will be cast, they lose their right to vote on the matter being put to a vote. A vote cast will be conclusive for all purposes that the Owner had authority and consent of all joint Owners. Votes may not be severed from the Building Lot. However, an Owner may give a revocable proxy, or assign the Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of a Building Lot to a new Owner automatically transfers the voting right to the new Owner.

7.4 Board of Directors and Officers. The affairs of the Association shall be managed by a Board of Directors ("Board") and such officers or agents as the Board may elect or appoint as provided in the By-laws. The Board shall be elected in accordance with the By-laws.

7.5 Power and Duties of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Idaho subject only to the limitations set forth in the Articles, By-laws, and this Declaration. The Association shall have the power to appoint representatives and the power to perform all acts which may be necessary or incidental to discharge its duties and responsibilities and to manage and operate the Association's Common Areas and assets. The Association's powers include, but are not limited to, the following:

7.5.1 Assessments. The power to levy Assessments on any Class A Owner as set out herein and to force payment as provided in this Declaration.

7.5.2 Enforcement. The power and authority in its own name, or on behalf of any Owner who consents, and at its own discretion, to file and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the By-laws; and to file and maintain any action to enforce the terms thereof.

7.5.3 Emergency Powers. The power to enter upon any property (but not inside any building) in any emergency where there is potential danger to life or property or when necessary to protect or maintain Improvements for which the Association is

responsible. The Association may also enter upon any property to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practical. Any damage caused by the Association shall be repaired by the Association.

7.5.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements. The Association shall have the power to enter into any cooperative or license agreements regarding water or irrigation systems. The Association shall have the power to grant and convey to any third party licenses, easements and rights-of-way in, on or under the Common Area or in any easement areas of any Lots as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Property and Common Area, and for the preservation of the health, safety, convenience and welfare of the Owners. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

7.6. Duties of the Association. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, the Articles and By-laws, the Association shall have the authority to perform, without limitation, each of the following duties:

7.6.1 Operation and Maintenance. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, and, at the discretion of the Board, provide for: a) the cleaning and sweeping of the streets in the subdivision to keep construction mud and debris to a minimum; b) mowing the vacant Lots and maintaining right of way areas in or adjacent to the subdivision to keep the subdivision as a whole as aesthetically pleasing as possible.

7.6.2 Taxes and Assessments. Pay all real and personal property taxes and assessments including but not limited to water costs separately levied against the Common Area or against the Association and/or any other property in this Subdivision owned or managed by the Association. Taxes, assessments and water costs may be contested or compromised by the Association and the costs are a Common Area expense. The Association shall pay any applicable federal, state or local taxes levied against the Association.

7.6.3 Water and Other Utilities. Acquire, provide and pay for water, utilities, maintenance, operations costs, and other necessary services for the Common Areas or any pressurized urban irrigation system.

7.6.4 Insurance. Acquire insurance coverage as the Board deems necessary or advisable, from insurance companies authorized to do business in the State of Idaho, and maintain any insurance policies including, but not limited to the following: (A) Comprehensive public liability insurance insuring the Board, the Association, the Grantor and/or the individual grantees and agents and employees of each against any liability incident to the Ownership and/or use of the Common Area; (B) Directors' and officers' liability insurance; (C) Motor vehicle insurance and Workmen's Compensation

insurance; (D) Performance, fidelity and other bonds the Board deems necessary to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of Association funds or other property. 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 the Owner's interests in such proceeds. All proceeds shall be used for Association purposes. Insurance premiums for the above insurance coverage shall be a common expense to be included in the Regular Assessments levied by the Association.

7.6.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary at the discretion of the Board to enforce any of the provisions of this Declaration, the Articles or the By-laws.

7.7 No Liability. No Board member, committee member, Association officer, Grantor or its officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of that person provided that the person has acted in good faith and without gross, willful or intentional misconduct.

7.8. Budgets; Operating Statement; Balance Sheet; Inspection. Within sixty (60) days after the close of each calendar year, the Association shall cause to be prepared and shall make available for inspection by any Owner; (1) a balance sheet as of the last day of the Association's calendar year; (2) an annual operating statement reflecting the income and expenditures of the Association for its last calendar year; and (3) a proposed budget and schedule of Assessments for the current year. Notice of scheduled Assessments due shall be given at least once a year.

7.9 Meetings of Association; Notice of Meeting and Assessments. Each year the Association shall hold at least one annual meeting of the Members on April 30, or some other date set by the board between April 15 and September 30. If any meeting date falls on a weekend or holiday then the meeting shall be on the next following business day. Notice of such meeting shall be given at least 10 and no more than 30 days prior to the meeting and such notice may include notice of the Assessments scheduled due for the coming year. Only Members or their proxies shall be entitled to attend Association meetings. All other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, at the address for the Lot in the subdivision or the address supplied in writing to the Association. This notice shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property, or as close thereto as practical, at a reasonable place selected by the Board. The presence at any meeting of the Class B Member (or representative) where there is such a Member, and of Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held

because a quorum is not present, the Members present may adjourn the meeting to another time not more than thirty (30) days from the time the original meeting was scheduled. If the rescheduled meeting is more than 30 days then additional notice of the next meeting shall be given. At any subsequent meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE 8: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property subject to these CC&R's, each Class A Owner hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association pursuant to this Declaration. In the event this subdivision is developed in phases, the Lots in uncompleted phases shall not be assessed until they become Class A Owner's Lots. Declarant shall not pay any Assessments for Lots owned by Declarant. No Mortgagee shall be required to collect any assessments.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges set out herein, together with 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.

8.1.2 Assessment Personal Obligation. Each Assessment obligation set out herein which accrues during the time of Ownership shall also be the personal obligation of the Owner beginning the time the Assessment falls due. This personal obligation for Assessments shall remain Owner's personal obligation regardless of whether he remains an Owner. Notwithstanding anything contained herein, the failure to pay assessments does not constitute a default on an Owner's federally insured mortgage.

8.2 Regular Assessments. All Class A Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

8.2.1 Initial Regular Assessment. The initial Regular Assessment for the calendar year 2007 is to be four hundred fifty dollars (\$450.00) per calendar year per Lot. This initial assessment is due upon sale of a Lot from Grantor and shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by the Buyer upon closing of the first transfer of the Lot from the Declarant to the Buyer.

8.2.2 Proceeds from Assessments. The proceeds from any Assessments are to be used to pay for all costs and expenses incurred by the Association of any kind or nature, including but not limited to; (A) legal, accounting, management, and professional fees; (B) the costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of the Common Area and common facilities; (C) an amount allocated to an adequate reserve fund, established by the Board, for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained; (D) the costs and expenses of irrigation water and the PUIS; (E) the costs of

cleaning the streets in the subdivision and mowing any portions of the subdivision to keep weeds down.

8.2.3 Computation of Regular Assessments. The Association shall compute the amount of all expenses on an annual calendar basis and shall assess each Class A Owner's Lot equally for all Assessments (except the Limited Assessments which are on a Lot by Lot basis). Regular Assessments for the calendar year shall be pro-rated as of the date of closing.

8.2.4 Amounts Paid by Owners. The Board can require, in its discretion, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments, or an installment to coincide with an irrigation water assessment from any Irrigation District to the Association. The Regular Assessment to be paid by any particular Owner for any given calendar year shall be computed by dividing the Association's total advance estimate of expenses by the total number of Class A Building Lots in the Property (i.e., each Class A Owner of a Building Lot shall pay an equal share of Regular Assessments).

8.3 Special Assessments.

8.3.1 Transfer Special Assessment. Upon each transfer of any Lot in the subdivision and the recording of the deed each Buyer at closing shall pay to the Association a special transfer assessment of Fifty (\$50.00) Dollars which shall be used for general Association purposes.

8.3.2 Start-up Development Assessment. Upon the sale of each lot in this subdivision from the Declarant, the Buyer shall pay to the Association, at closing, an initial start-up fee assessment equal to three hundred dollars (\$300.00). This fee shall be a one time initial start-up fee assessment, and shall not be prorated for any time left in the calendar year. This start-up fee assessment shall be paid in full regardless of the time of year of the closing and is in addition to the pro-rated regular assessment payment set out above.

8.3.3 Special Short Fall Assessments. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be short to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, the Board shall determine the approximate amount necessary to defray such expenses and levy an Excess or Special Assessment equally to all Class A Owners. No such Assessment shall be levied which exceeds thirty-five percent (35%) of the budgeted expenses of the Association for that calendar year, without the vote or written assent of 2/3 of the Class A Owners. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Building Lot and the Owner thereof personally as a remedy to reimburse the Association for costs (together with the 10% management fee, interest and attorneys fees as provided in Article 9 below) incurred in bringing the Owner and/or such Owner's Building Lot into compliance with the provisions of these CC&R's.

8.5 Notice and Assessment Due Date. Except for the Special Transfer Assessment, the Start-up Assessment and initial prorated Regular Assessment, written notice of all other assessments shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within ten (10) days after the levy and notice thereof. 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.

8.6 Late Fees; Interest on Past Due Assessments. Assessments of any kind which are not paid within thirty (30) days of the due date shall be assessed an additional late charge of \$50.00. In addition, interest shall be paid on the unpaid assessment at the highest rate allowed by law.

8.7 Estoppel 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 or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or Mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 9: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments. Each Owner of a Building Lot, by accepting a deed to a Building Lot, covenants and agrees to comply with the terms, covenants, conditions and restrictions contained herein and to pay each Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Board or its authorized representative may enforce these covenants or

the obligations of the Owner hereunder by: (A) direct corrective action against the Owner or the offending violation; (B) litigation at law or in equity; (C) foreclosure of the liens created herein; (D) expenditure of funds to remedy any violations; and/or (E) any other lawful action.

9.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of 1-1/2% per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action, and all attorneys fees incurred. Such shall be a Limited Assessment against that Lot and that Lot Owner consents to a lien enforceable in the same manner as other assessments set forth in these CC&R's. If such an assessment is not paid within ten (10) days of notice of the limited assessment, the Owner shall also be subject to late fees set out herein.

9.1.2 Notice of Corrective Action. Prior to taking corrective action the Board, or its authorized representative, shall give notice to the Owner of the violation of these Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice, the Owner consents to corrective action by the Board or its representatives and shall pay all the costs of such corrective action, together with a 10% management fee.

9.2 Assessment Liens. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot together with other charges as provided in this Declaration. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the 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.

9.2.1 Claim of Lien. Upon default of any Owner in the payment of any Assessment, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording), a sufficient legal description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner (or reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all Assessments and all other charges of any kind set out in this Declaration or other satisfaction thereof, the Association shall cause to be recorded a notice releasing the lien. The Association may demand and receive the cost of preparing and recording such release before recording

the same.

9.3 Method of Foreclosure. The lien may be foreclosed like a mortgage; foreclosed by power of sale; foreclosed pursuant to Idaho Code 45-507, or any successor; or foreclosed by any other appropriate action in court. The Owner shall pay all of the Association's attorney's fees and costs of the action if the Association prevails. Any sale shall be conducted in accordance with Idaho law applicable to the exercise of powers of sale. The Board is authorized to appoint its 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 such power of sale or foreclosure to the extent allowed by law.

9.4 Action at Law. The Association may, in its discretion, elect not to foreclose the lien and simply file an action at law against the Owner for the monies due. The Owner shall pay all of the Association's attorney's fees and costs of the action if the Association prevails. No prior notice to the Owner is required for the Association to file an action at law for the monies due; provided, however, that no action at law can be filed until an Assessment is more than 60 days in default.

9.5 Notice of Recorded Lien. Any claim of lien shall be recorded with the County Recorder. In the event that the Association elects to file a lien and foreclose pursuant to Idaho Code 45-507, or any successor, then the Association shall serve the copy of the recorded lien on the Owner within the time limits as may be required by Idaho Code 45-507, or any successor. No foreclosure action may be brought to foreclose the lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in the claim of lien, and to the person in possession of such Building Lot(s).

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein shall be subordinate to the lien of any first deed of trust or 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 recording of a claim of lien for the Assessments. The transfer of any Lot pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the lien of the Assessments which came due before the foreclosure. Otherwise, the sale or transfer of any Building Lot shall not affect any liens or lien rights that Association has in this Declaration. Nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for Assessments.

9.7 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recording of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended. Any Mortgagee requesting in writing shall be given notice of any default in the payment of Assessments for the Lot the subject of the mortgage.

9.8 Additional Enforcement. In addition to the other enforcement set out above, the Association shall be entitled, at its sole discretion, to impose a daily monetary penalty, not to exceed the sum of \$25.00 per day (up to a maximum monetary penalty of \$5,000), against an Owner who has caused a violation or who is in violation of this Declaration. Provided, however, that the Owner shall first be given at least twenty (20) days advance written notice of the proposed monetary penalty and that notice shall state the violation of this Declaration, the amount of the monetary penalty to be assessed and the date and time of day that the monetary penalty will begin to be assessed and the place of the hearing if a hearing is requested on the monetary penalty by the Owner. If the Owner requests a hearing in writing at least ten (10) days prior to the date the monetary penalty begins, then the Owner shall receive a hearing at the place, and on the date and at the time the monetary enforcement was noticed to go into effect, or such later date, time and place as the Association shall determine by written notice back to the Owner at least ten (10) days prior to the date of the hearing. Failure to request a hearing, or failure to timely appear at the hearing after request, is a waiver of the right to a hearing and the monetary penalty shall be assessed as noticed. If there is a hearing, it shall be conducted by two members of the Board or two other persons designated by the Board or a combination thereof, and if the monetary penalty is determined to be assessed at the hearing, then it shall go into effect the day following the hearing.

Any monetary penalty imposed as provided herein shall be a Limited Assessment as set out in this Declaration and shall become a part of the Assessment to which such Owner's Lot is subject. These Assessments shall be in addition to any other Assessments levied by the Association pursuant to this Declaration, and shall not be subject to any other requirements, limitations or restrictions on the amount or uniformity of assessments contained herein.

Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the first date of the imposition of the said penalty. In the event the Association or an Owner is required to initiate any action to enforce the provisions of the Declaration or in the event the Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom an enforcement is sought, all attorney fees and costs incurred as a consequence hereof, whether or not any lawsuit is actually filed, or appealed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. Failure to enforce any provisions of this Declaration is not a waiver of the right later enforce the provisions hereof.

ARTICLE 10: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property and Owners reciprocal easements of access, ingress and egress to and from their respective Building Lots. These reserved easements are for; (A) installation and repair of utility services and street lights in the easement areas identified on the plat; (B) drainage of water (by buried pipe and not by flooding) across and under adjacent Building Lots and Common Areas in the drainage easement areas shown on the plat; (C)

reasonable and necessary access by adjacent Owners for the maintenance and repair of fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, landscaping and the like. Such easements may also be used as necessary by Grantor and the Association.

10.2 Utility Easements. This Declaration is subject to all easements granted by Grantor before or after this Declaration for the installation and maintenance of utilities, drainage facilities, sewer, water, irrigation systems and the like that are required for the development of the Property. Grantor reserves, for the benefit of the Association, the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property.

10.3 Improvement of Drainage and Utility Easement Areas. No permanent structures or Improvements shall be constructed on any drainage or utility easement areas which would interfere with or prevent the easement from being used for its intended purpose. Landscaping and fences in these easement areas are permitted in this Declaration if they do not interfere with the use of the easement.

10.4 Additional Easements. In addition to the easements shown on the recorded plat, an easement is further reserved and each Lot shall be subject to an easement five (5) feet on each side of all other Lot lines for installation and maintenance of irrigation and drainage.

ARTICLE 11: MISCELLANEOUS

11.1 Term. The easements granted in this Declaration shall be perpetual. These CC&R's shall run with the land, and remain in effect, until December 31, 2037, unless amended as provided. After December 31, 2037, these CC&R's shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a recorded instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association. The Association shall not be dissolved without the prior written approval of the City having jurisdiction of this subdivision.

11.2 Amendment By Grantor. Until the recording of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Grantor alone by recording a written instrument setting forth such amendment or termination.

11.3 Amendment By Owners. Any other amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved either: A) by the written consent of the Owners (Class A and Class B together) representing two thirds (2/3) or more of the total votes in the Association as of the date of the written consent; or B) by the vote (if there was a vote) representing two thirds (2/3) or more of the total votes in the Association as of the date of the vote; provided, however, that so long as Declarant owns any residential Lots in any Sienna Hills Subdivision, no amendment shall be

effective unless consented to by Declarant. Any such amendment shall be effective upon recording with the County Recorder of such amendment.

11.4 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on all Owners and all Property, notwithstanding that some Owners may not have voted for or consented to such amendment. Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but no amendment shall prohibit or unreasonably interfere with the allowed uses or Improvements of any Owner's property which existed prior to the said amendment.

11.5 Mortgage Protection. No amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust made in good faith and for value, and recorded prior to the recording of such amendment, provided that after foreclosure of any first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.6 Notices. Unless otherwise set out herein, any notices required by these CC&R's shall be in writing and may be delivered either personally, by mail, or by overnight courier. Delivery or service shall be complete when: A) served personally; B) three (3) days after posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices shall be sent to Owners at the address of the property or if the Owner has given a different address to the Association in writing then notices shall be given to that address. Such address may be changed from time to time by notice in writing to the Association. Notices to the Grantor and to the Association shall be given to that address of Grantor on page one until Owners are given notice in writing of another address for notice.

11.7 Enforcement and Non-Waiver. These CC&R's may be enforced by Declarant, the Board, the Association or any Owner. Failure to enforce any of the terms of this Declaration at any time shall not be a waiver of the right to do so thereafter. Nothing contained herein shall be construed as an obligation of the Declarant, Board, or Sienna Hills Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Sienna Hills Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's. The Grantor, Board, or the Association may each designate any person, or management company or other entity to perform certain duties on their behalf.

11.8 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation, grading and construction of any portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional Improvements; to erect, construct and maintain structures and displays as necessary for the conduct of Grantor's business. Prior to transferring title to a Building Lot Grantor shall have the right to grant, establish and/or reserve on that

Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor may be assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

11.9 Successors and Assigns. All references herein to Declarant, Owners, the Association or person shall be construed to include all heirs, successors, assigns, Members, partners and authorized agents thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 24th day of January, 2007.

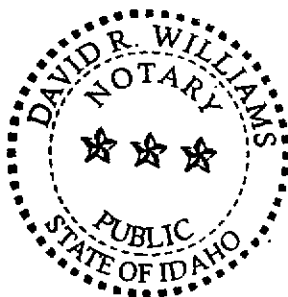
Howell-Murdoch Development Corporation, an
Idaho Corporation

by Kevin A. Howell
Kevin A. Howell, President

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

On this 24th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin A. Howell, known or identified to me to be the President of Howell-Murdoch Development Corporation, the corporation that executed the within and foregoing instrument, 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.



David R. Williams
Notary Public for Idaho
Residing at Engle, ID
Commission Expires: 11-2-12

EXHIBIT A

RECORDER SCAN



Professional Engineers, Land Surveyors and Planners

314 Badiola St. Caldwell, ID 83605
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Kevin A. Howell
JOB No.: FE2606
DATE: May 23, 2006

**SIENNA HILLS SUBDIVISION No. 1
PARCEL DESCRIPTION**

This parcel is a portion of the SW 1/4 NW 1/4 and a portion of the SW 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Caldwell, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the southwest corner of said SW 1/4 NW 1/4 (1/4 corner common to sections 14 and 15), said corner monumented with a 3 inch diameter brass cap.

Thence N. 0° 35' 09" E. a distance of 520.66 feet along the westerly boundary of said SW 1/4 NW 1/4 to a 5/8 inch diameter iron pin;

Thence leaving the westerly boundary of said SW 1/4 NW 1/4, S. 89° 26' 59" E., a distance of 691.08 feet to a point on the centerline of the Deer Flat Caldwell Canal, said point witnessed N. 89° 26' 59" W., a distance of 12.00 feet with a 5/8 inch diameter iron pin;

Thence N. 08° 11' 54" E., a distance of 160.43 feet along the centerline of said Deer Flat Caldwell Canal to a point, said point referenced N. 89° 26' 59" W., a distance of 12.00 feet with a 5/8 inch diameter iron pin;

Thence leaving the centerline of said Deer Flat Caldwell Canal, S. 89° 26' 59" E., a distance of 39.35 feet to a point on the easterly right of way of said Deer Flat Caldwell Canal, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 08° 11' 54" E., a distance of 28.18 feet along said easterly right of way to a 5/8 inch diameter iron pin marking the beginning of a tangent curve left;

Thence a distance of 36.37 feet along the arc of said curve and along said easterly right of way, having a radius of 562.00 feet, through a central angle of 03° 42' 29", the long chord of which bears N. 06° 20' 40" E., a distance of 36.36 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly right of way, N. 89° 39' 09" E., a distance of 107.29 feet parallel with the northerly boundary of said SW 1/4 NW 1/4 to a 5/8 inch diameter iron pin;

Thence S. 82° 03' 00" E., a distance of 56.59 feet to a 5/8 inch diameter iron pin;

Thence N. 89° 39' 09" E., a distance of 402.68 feet to a point on the easterly boundary of said SW 1/4 NW 1/4 and the westerly boundary of Karcher Ranchettes Subdivision as on file in Book 9 of Plats at Page 16 in the Office of the Recorder of Canyon County, Idaho, said point monumented with a 5/8 inch diameter iron pin;

Thence S. 0° 34' 39" W. a distance of 722.54 feet along the easterly boundary of said SW 1/4 NW 1/4 and along the westerly boundary of said Karcher Ranchettes Subdivision to the southeast corner of said SW 1/4 NW 1/4 (center-west 1/16 corner of section 14), said corner also being the southwest corner of said Karcher Ranchettes Subdivision and is monumented with a 5/8 inch diameter iron pin;

Thence leaving the easterly boundary of said SW 1/4 NW 1/4 and the westerly boundary of said Karcher Ranchettes Subdivision, S. 1° 10' 58" W., a distance of 53.02 feet to a 5/8 inch diameter iron pin;

Thence S. 0° 23' 52" E., a distance of 33.00 feet to a 5/8 inch diameter iron pin marking the beginning of a non-tangent curve right;

Thence a distance of 240.09 feet along the arc of said curve, having a radius of 3533.00 feet, through a central angle of 03° 53' 37", the long chord of which bears N. 88° 27' 04" W., a distance of 240.04 feet to a 5/8 inch diameter iron pin;

Thence a distance of 115.15 feet along an arc to the left, having a radius of 86.50 feet, through a central angle of 76° 16' 33", the long chord of which bears S. 38° 48' 43" W., a distance of 106.84 feet to a 5/8 inch diameter iron pin marking the beginning of a reverse curve right;

Thence non-tangent to said curve, N. 82° 09' 07" W., a distance of 56.38 feet to a 5/8 inch diameter iron pin;

Thence N. 74° 34' 16" W., a distance of 113.82 feet to a point on the easterly right of way of said Deer Flat Caldwell Canal, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 52° 42' 25" W., a distance of 93.82 feet to a point on the westerly right of way of said Deer Flat Caldwell Canal, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 89° 25' 40" W., a distance of 168.23 feet perpendicular to the westerly boundary of said SW 1/4 to a 5/8 inch diameter iron pin;

Thence S. 81° 24' 57" W., a distance of 56.72 feet to a 5/8 inch diameter iron pin;

Thence N. 89° 25' 40" W., a distance of 553.70 feet perpendicular to the westerly boundary of said SW 1/4 to a point on the westerly boundary of said SW 1/4, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 0° 34' 20" E., a distance of 60.00 feet along the westerly boundary of said SW 1/4 to the POINT OF BEGINNING.

This parcel contains 21.06 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.



EXHIBIT B

RECORDER SCAN

**BY-LAWS
OF
SIENNA HILLS NEIGHBORHOOD ASSOCIATION, INC.
(SIENNA HILLS SUBDIVISION)**

ARTICLE 1. NAME AND GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is "Sienna Hills Neighborhood Association, Inc.", and is hereinafter referred to as the "Corporation" or as the "Association".

1.2 By-laws Applicability. The provisions of these By-laws are applicable to the Corporation and subdivision named above, together with such subsequent phases, additions or annexations thereto as may hereinafter be brought within the jurisdiction of the Association.

1.3 Personal Application. All present and future Members, Owners and their tenants, employees, and any other person that might use the facilities owned and/or managed by the Association are subject to these By-laws.

ARTICLE 2. MEETINGS OF MEMBERS, VOTING AND ADMINISTRATION

2.1 Duties. The Association shall have the duties set out in the "CC&R's" (defined below) for the subdivision set out above.

2.2 Meetings. Meetings of the Association shall be held on the Property or close to the Property, and shall be conducted in accordance with Robert's Rules of Order.

2.3 Annual Meetings. Annual meetings of the Members shall be held on April 30 of each year, unless a different date between April 15 and September 15 is selected by the Board (if the meeting day is a weekend or holiday then the next business day.)

2.4 Special Meetings. It shall be the duty of the President to call a special meeting as directed by the Board, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these By-laws, and shall state the nature of the business to be undertaken.

2.5 Notice of Meetings. Notice of meetings shall be given to all Members at the address of the Lot in the subdivision or to such address as provided in writing to the Association. The notice shall include all matters or issues to be voted on at the meeting.

2.6 Quorum. The presence in person or by proxy of the Class B Member (if there is one), and the presence in person or by proxy of the Class A Members holding at least ten percent (10%) of the total Class A votes entitled to be cast, shall constitute a quorum. The Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.7 Order of Business. The order of business at meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers, including the reports of the President or financial officers, or their designated representatives, as to the activities and financial condition of the corporation; (e) reports of committees; (f) election of Directors, if Directors are to be elected; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Association or by their representative, in order of their priority.

2.8 Voting. Voting shall be as set out in the Covenants Conditions and Restrictions for this Subdivision (hereinafter referred to as "CC&R's" or "Declaration"). Except for the Class B Membership provided for in the CC&R's, and except as may be otherwise provided in the CC&R's, each Class A Member shall be entitled to one vote for each Building Lot owned by such Member. There shall be one vote per Lot for Class A Members

2.9 Adjourned Meetings. If any meeting of the Corporation cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least ten percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

2.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

2.11 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made party of the minutes of the meeting.

2.12 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed at the meeting and are good for 11 months or until canceled by the member giving the proxy.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Number and Qualification. The affairs of the Association shall be governed and managed by the Board composed of at least three (3) persons, who need not be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefore, or to receive reimbursement for out of pocket costs incurred in carrying out duties.

3.2 Powers and Duties. The Board has all powers and duties necessary for the administration of the affairs of the Association, and the powers set forth in the CC&R's.

3.3 Special Powers and Duties. In addition to the general powers such powers and duties as set forth in the CC&R's, the Board is vested with, and responsible for the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them; to fix their compensation; and, to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce rules and regulations as the Board may deem advisable.

(c) To change the principal office of the Association from one location to another within the county; to designate the place meetings.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to execute any necessary documents relating thereto.

(e) To fix, levy and determine the due dates of all Assessments as provided in the CC&R's. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the CC&R's.

(f) To enforce the provisions of the CC&R's or other agreements of the Association.

(g) To contract for and pay for insurance, insuring the Owners, the Association, the Board and/or other interested parties, in accordance with the provisions of the CC&R's as deemed advisable by the Board.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the pressurized irrigation system, all Common Area, if any, and to contract for and pay the expenses relating thereto.

(i) To grant easements or licenses as provided in the CC&R's.

3.4 Management and Other Agents. The Board may contract or employ for the Association a management agent ("Manager") or other Agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

3.5 Term of Office; Election. The initial terms of the initial Directors shall be three (3) years. Thereafter, the terms of the Directors shall be for one (1) year. At the first annual meeting where new Directors are to be elected, and thereafter at each annual meeting, Directors shall be elected by secret written ballot by a Majority of the voting power present at such meeting. Cumulative voting is not permitted. In the event that an annual meeting is not held, or the Directors are not elected, the Directors shall hold office until a successor has been elected (at a special meeting if necessary) or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve. Nomination for election to the Board may be made by a nomination committee and/or made from the floor at the annual meeting by any Director, Officer or Member.

3.6 Books, Financial Statements and Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition and the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operating statement shall be made available to each Member as set out in the

CC&R's, and to first mortgagees who have in writing so requested.

3.7 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose.

3.8 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the voting power present at the meeting and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

3.9 Board Meetings. The regular annual meeting of the Board shall follow the regular annual meeting of the Members unless determined otherwise by the Board. The Board shall meet at such times and places as it shall reasonably determine provided a majority is present. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or fax at least three (3) days prior to the day named for such meetings.

3.10 Special Meetings. Special meetings of the Board may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive.

3.11 Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by that Director. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.12 Quorum. A majority of the Directors shall constitute a quorum and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

3.13 Action without Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.14 Committees. The Board may designate such committees as the Board shall desire, and establish the purposes and powers of each such committee created.

ARTICLE 4. OFFICERS

4.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and serve at the will of the Board. One person may hold two or more offices, except that the offices of President and Secretary shall not be held by the same person.

4.2 Election of Officers. The officers of the Association shall be elected by the Board for such term as determined by the Board.

4.3 Removal of Officers. Upon a vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. Any officer may resign by giving written notice to the Board or to the President or Secretary of the Association.

4.4 Compensation. Any reasonable compensation of the officers, agents, and employees of the corporation shall be paid but only after authorization from the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. (No officer, employee or director who is an affiliate of Grantor may receive any compensation.)

4.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

4.6 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit Association. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Association.

4.7 Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act.

4.8 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The Secretary shall in general, perform all the duties incident to the office of Secretary and shall authenticate all corporation documents. The Secretary shall give, or cause to be given, notices of meetings. The Secretary shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner (if known), listing the names and addresses as furnished to the Association.

4.9 Treasurer. The Treasurer shall have responsibility for the Association finances and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, in accordance with the CC&R's, and shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-laws.

ARTICLE 5. OBLIGATIONS OF OWNERS

5.1 Assessments. All Class A Owners are obligated to comply with all of the terms and conditions contained in the CC&R's and pay all Assessments set out in the CC&R's. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the CC&R's.

5.2 Maintenance and Repair. Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot and improvements as required under the provisions of the CC&R's. Each Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any portion of the Property owned or controlled by the Association which are damaged through the fault of the Owner as set out in the CC&R's.

ARTICLE 6. AMENDMENTS TO BY-LAWS

These By-laws may be amended at an annual meeting or at a special meeting for such purpose by a vote of the Class B Member (if one) and a 2/3 vote of the Class A Members present.

ARTICLE 7. MEANING OF TERMS

All terms in these By-laws have the same meanings as in the CC&R's.

ARTICLE 8. CONFLICTING PROVISIONS

In case any of these By-laws conflict with any provisions of the laws of the State of Idaho, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these By-laws the Articles shall control; and in the case of any conflict between the CC&R's and these By-laws, the CC&R's shall control.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

9.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

9.2 Indemnification. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons' duty to the Association, unless and only to the extent that

the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

9.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

9.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or,

(b) Approval or ratification by the affirmative vote of a Majority of Members entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of a Majority thereof; or,

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, determines that the agent is entitled to indemnification; or

(d) Independent legal counsel, engaged at the direction of a quorum of disinterested directors, gives a written opinion that indemnification is justified.

9.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

9.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3 or paragraph (c) of Section 10.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these By-laws, a resolution of the Board or Members or an agreement in

effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

9.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 10. MISCELLANEOUS

10.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such persons, and in such manner as approved by the Board.

10.2 Execution of Documents. The Board may authorize any officer(s) or agent(s), to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable for any purpose or in any amount.

10.3 Inspection of By-laws, Books and Records. The Association shall keep a copy of the Articles, the CC&R's and By-laws, as amended, and the books, records and papers of the Association in the Association's office. These shall be subject to inspection by any member during reasonable business hours. Copies will be provided at a reasonable cost and with advance notice.

10.4 Fiscal Year. The fiscal year of the Association shall be a calendar year.

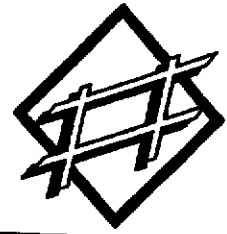
10.5 Membership Book. The Association shall keep and maintain in the Association's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred upon payment of any Transfer Assessment.

RECORDER SCAN

APPENDIX A

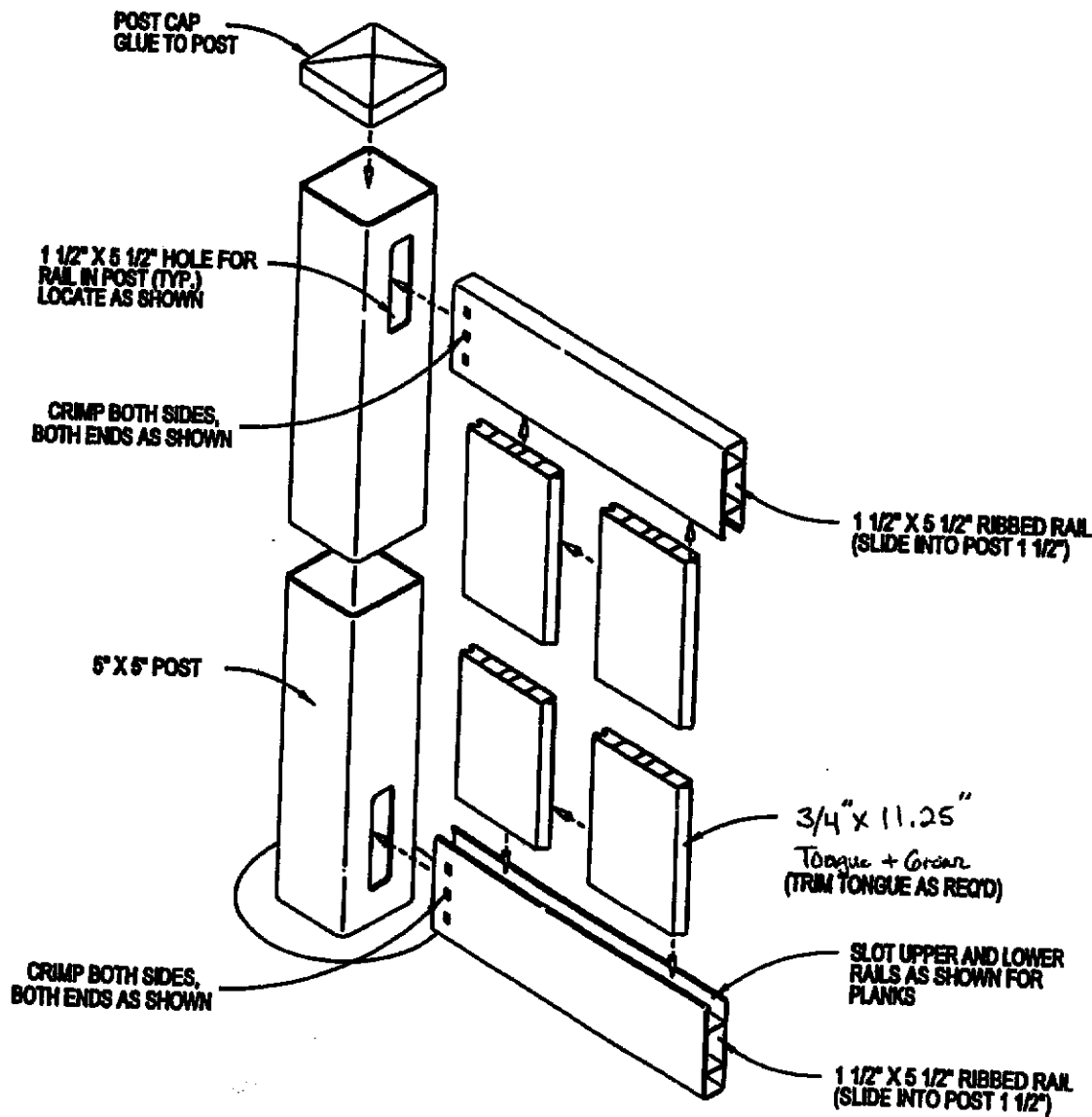
RECORDER SCAN

6ft Privacy Fence



Kroy

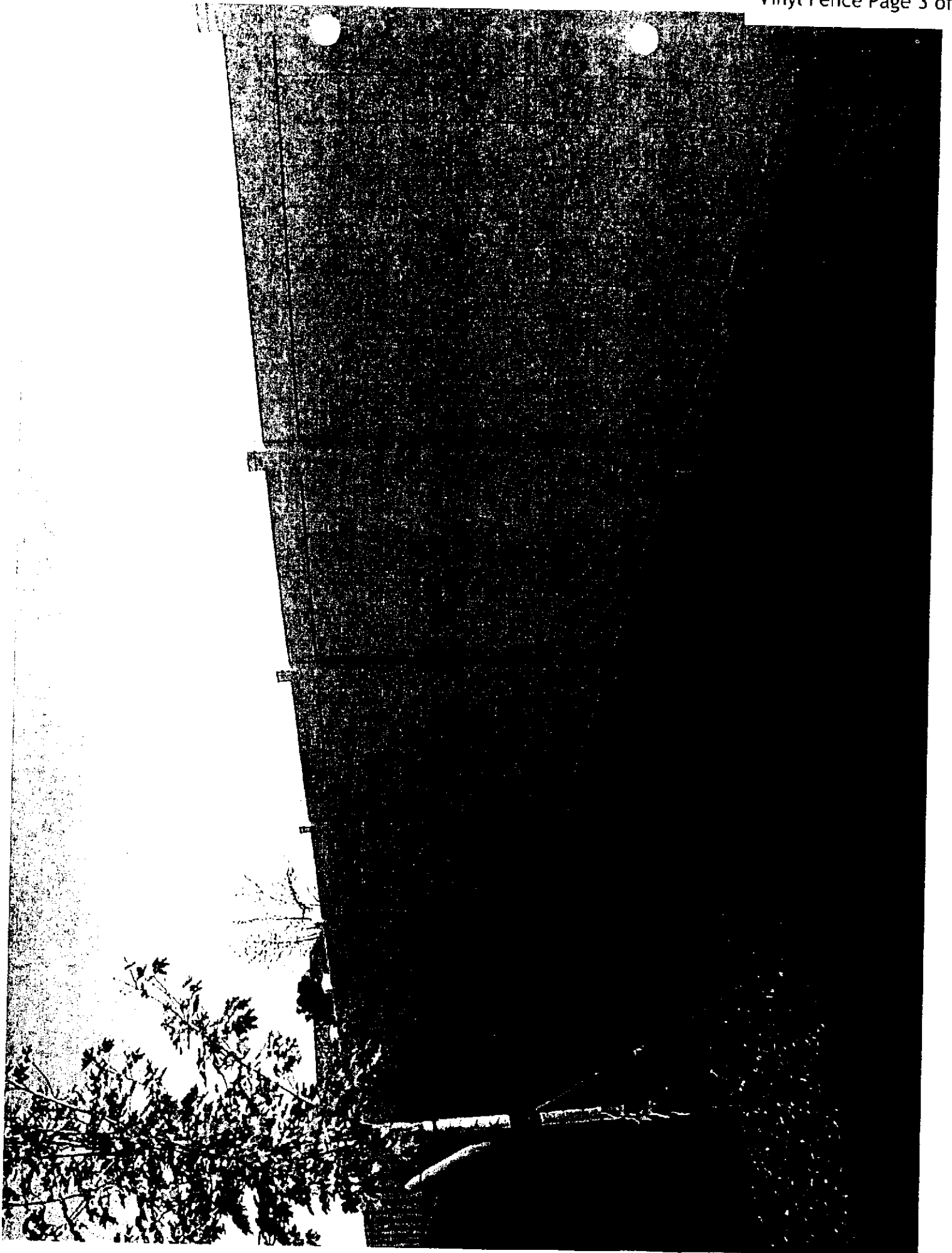
Building Products, Inc.



022704

K-27A

6-6





Everfence™

**Preassembled, Rackable,
Ornamental Steel
Fencing Systems**

The simple-to-
install, durable
ornamental steel
fencing system
that adjusts to
the contours of
any landscape.



FENCE CORP™

Keep it Simple. Make it Last.™

FenceCorp™ by The Hayes Company

You were the inspiration for this fence.

What would you want in an ornamental iron fencing system? That's what we asked people across the nation. And whether they were homeowners, fence installers or fence distributors, the answers were surprisingly consistent:

"Make it easy to install."

"Design it to last."

"It enhances my landscape."

"I want something that adjusts to the contour of the ground."

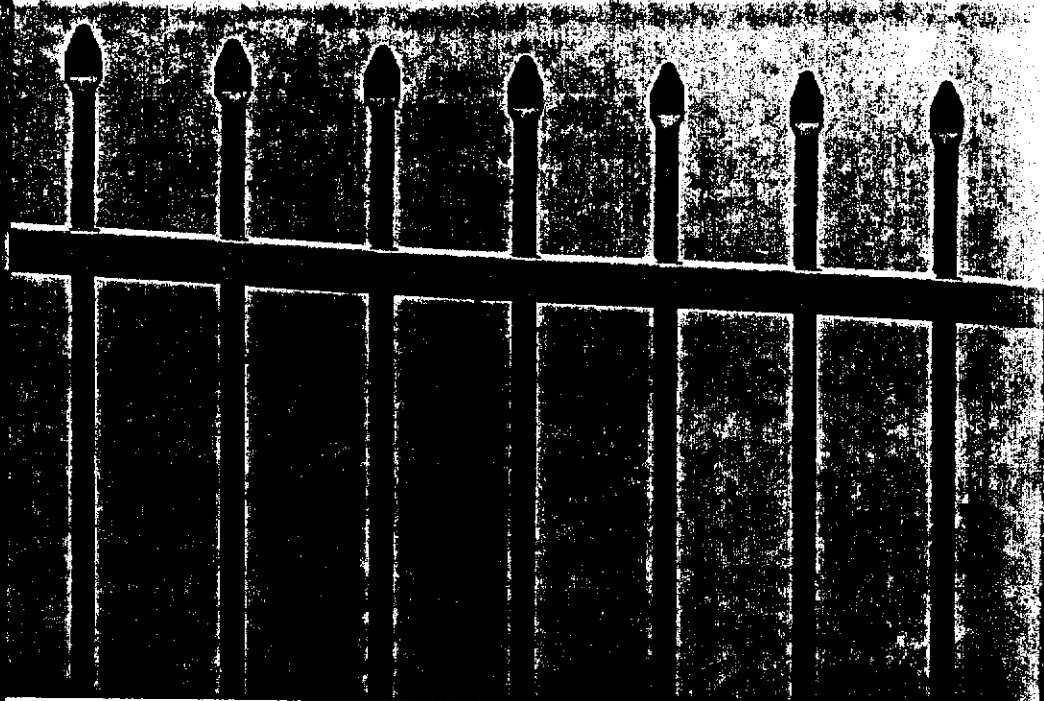
"No welding required."

"No special tools needed."

"Custom fit at economy prices."

FenceCorp™ listened! You said, "Keep it simple. Make it last."™ The result is the EverFence™ line of products.

The EverFence line comes in easy-to-install preassembled sections. Our exclusive EverLife™ finishing process ensures this fence will hold up to the harshest environmental conditions for years, and retain its elegance with little or no maintenance. The EverFence system easily adjusts to inclines and uneven ground. A beautiful boundary line can be created with the flow of our fence on any property.



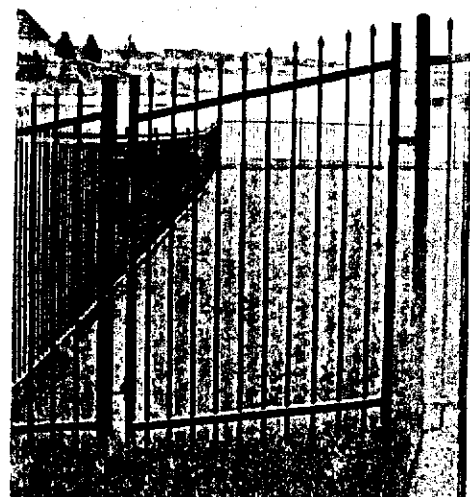
The Simpler, the Better.

Building a fence shouldn't be rocket science. The EverFence line was designed to "Keep It Simple." The product is a fence installer's dream. Our simplicity allows for a smooth and timely installation. The result is a high quality install done to meet your timetable. No more waiting and wondering when your fence project will be complete. In fact, most projects can be installed on a hilly terrain in one day.

Every EverFence style comes in easy-to-use, preassembled sections. There's no tedious, time-consuming assembly. And no welding required. You simply take the sections straight to the site and bolt them to the posts. The racking feature allows you to adjust fencing to the contour of the landscape with no tricky measuring or leveling.

Perfect fit.

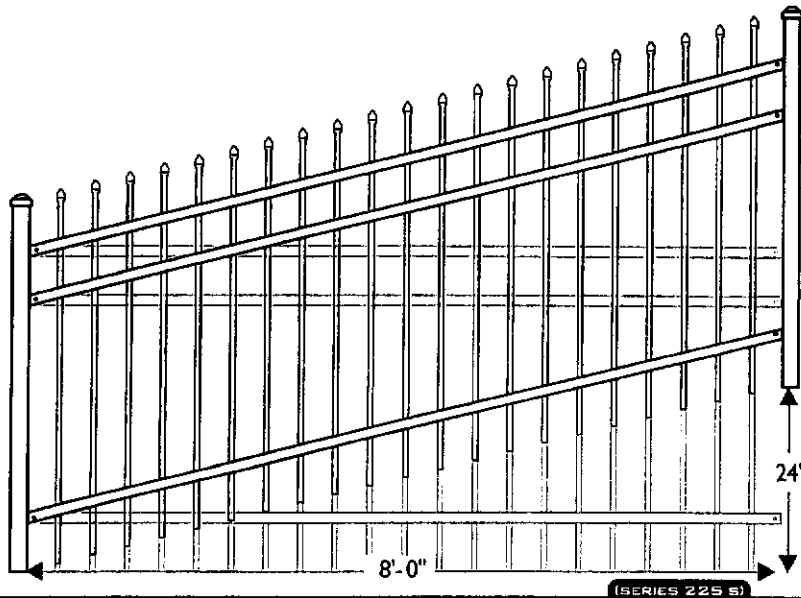
The EverFence line's unique engineering allows it to adjust as much as 24 inches over eight feet ... a feature that only adds to the visual elegance and ease of installation.



We Make it to Last.

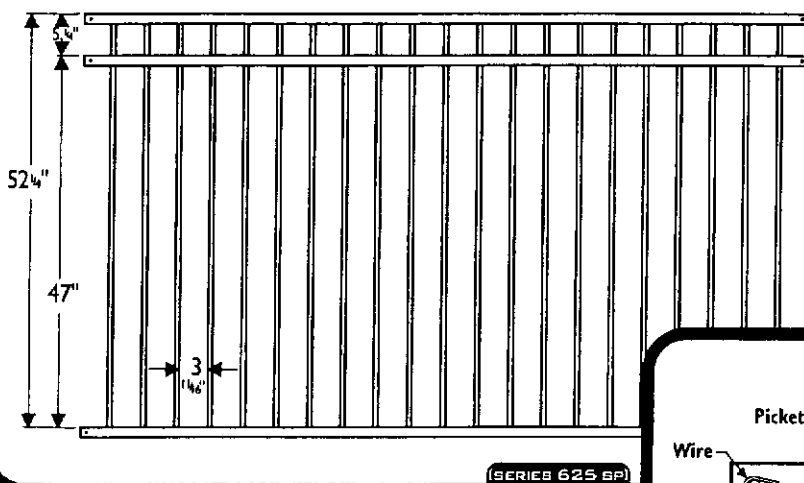
The EverFence line features all steel construction ... just what you need for extra strength, security and durability. All components are formed from heavy-gauge steel.

CRIMP-TOP RACKABLE FENCE DETAIL

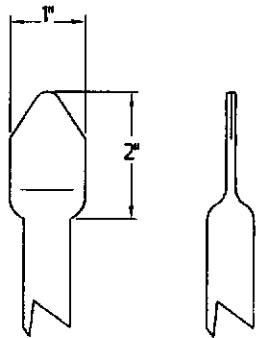


Available in preassembled 8-foot sections and comes in heights of either 4', 5', or 6' tall.

POOL FENCE DETAIL



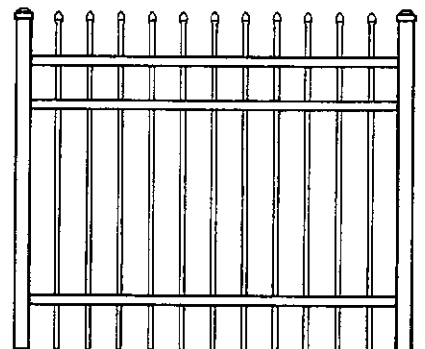
MEETS BOCA POOL CODE



PICKET DETAIL

Posts — 2" x 2" 14-gauge
 Rails — 1.25" x 1.25" 14-gauge
 Pickets — 5/8" square 18-gauge

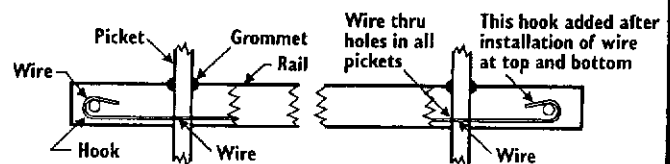
GATE DETAIL



Rackable gates available in all styles.

PATENT PENDING

TOP & BOTTOM RAIL DETAIL





The coating process that adds to the durability.

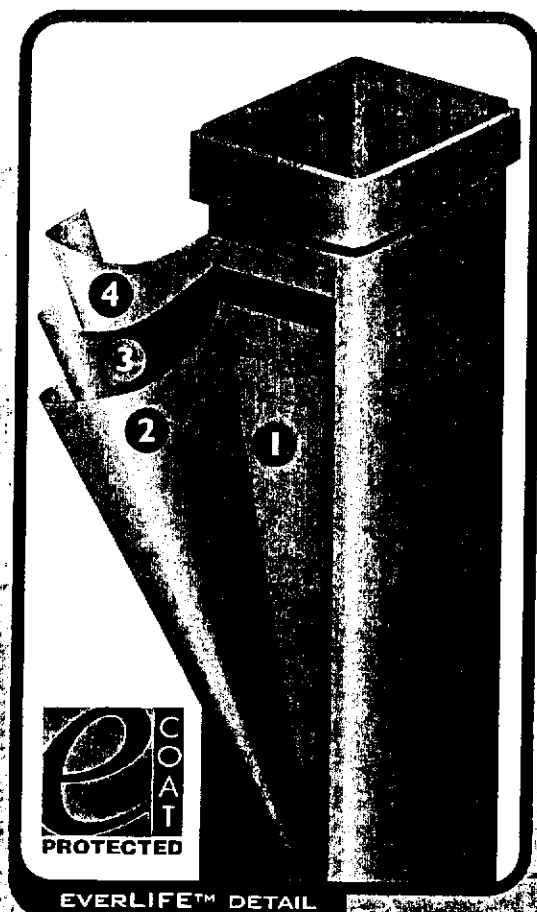
No other fence on the market can stand up to the EverFence™ line in durability.

Our exclusive eleven-step EverLife™ process begins with pregalvanized heavy gauge square tubular steel. Electrocoat, or E-Coat, is an environmentally friendly, immersion-applied paint process that forms an even, continuous paint film over the entire part, inside and out. This provides complete and total coverage of the metal surface. It gives EverFence™ added durability and provides corrosion protection.

The final step is an application of a super polyester topcoat. This textured finish is applied using powder-coat technology, giving our product extra protection and character.

The entire EverLife™ process is applied in our ISO 9001 environmentally controlled, state-of-the-art facilities. This ensures the highest quality and consistency, fence after fence.

- ① Pregalvanized heavy gauge steel
- ② Zinc phosphate
- ③ Cathodic Electrocoating (E-Coat)
- ④ Textured super polyester powder coating



EVERLIFE™ DETAIL

The EverLife process, step by step



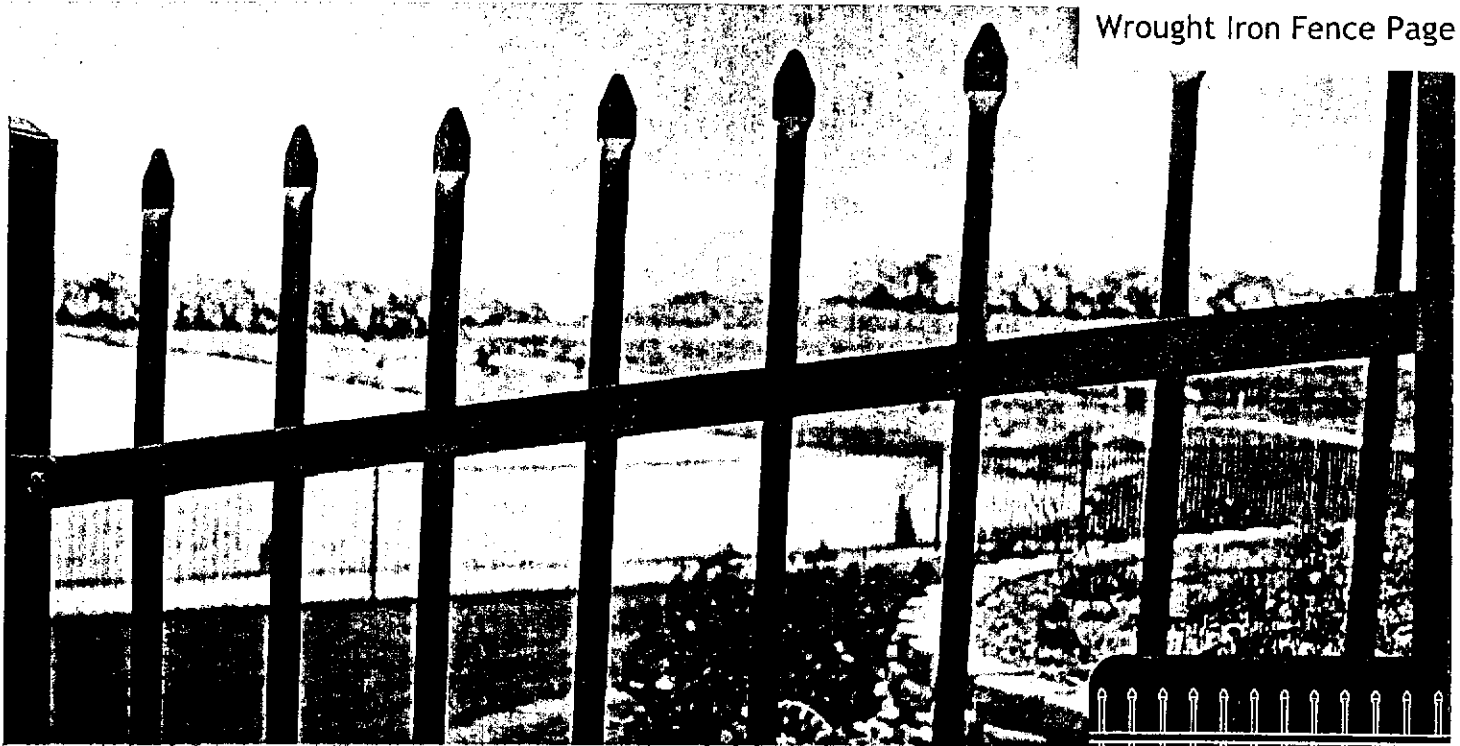
20-Year Durability Guaranteed

FenceCorp backs its EverFence products with a 20-year limited warranty against cracking, chipping, peeling or blistering. For full details on our warranty, visit:

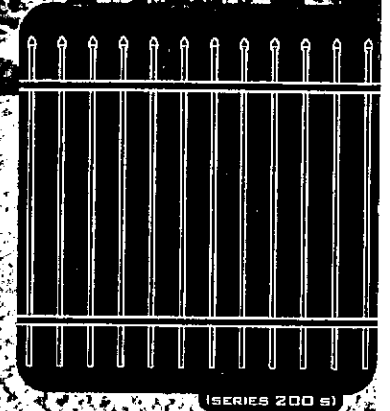
www.hayesfencecorp.com/warranty

Built on Experience.

FenceCorp is a subsidiary of The Hayes Company, which began its business in the fence industry over 25 years ago. Headquartered in Wichita, Kan., the company has developed a global presence with offices in Mexico and China, and is recognized today as a premier innovator and supplier in outdoor living products.



Choose the style that best fits your property!

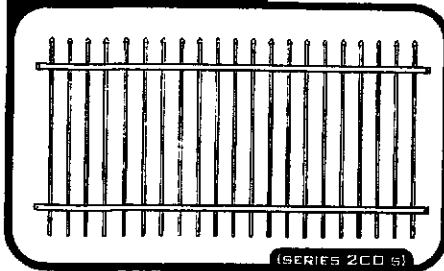


✓ EverFence products are available in crimp-top, flat-top or smooth-top styles. Each style comes in preassembled 8-foot sections in 4-, 5- or 6-foot heights. Finish your fence with our industry-exclusive matching rackable gate.

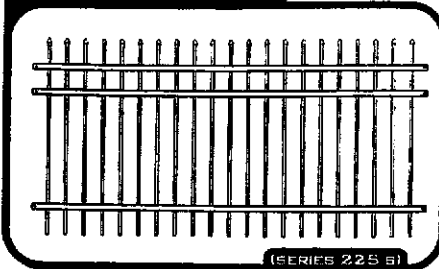


Fence Styles

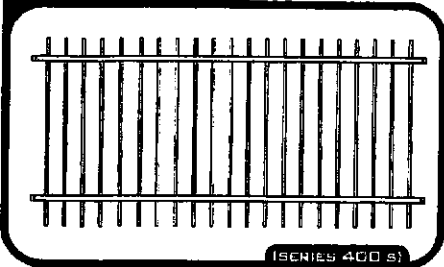
TWO RAIL CRIMP-TOP



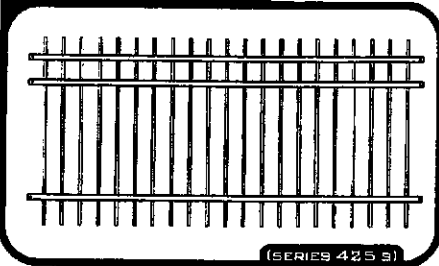
THREE RAIL CRIMP-TOP



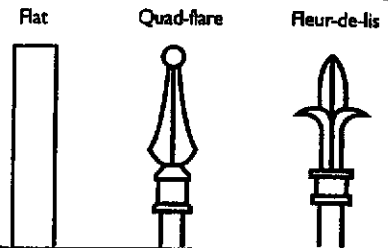
TWO RAIL FLAT-TOP



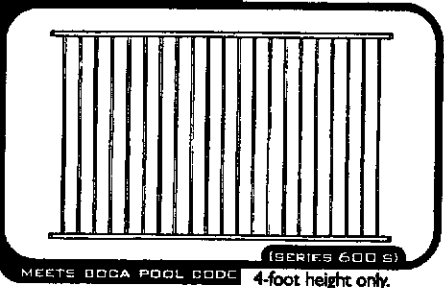
THREE RAIL FLAT-TOP



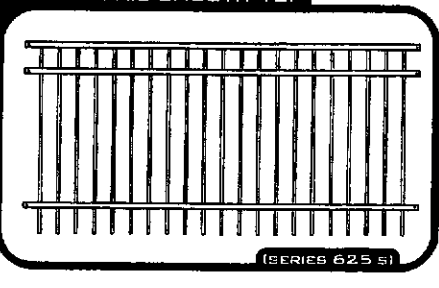
PICKET OPTIONS



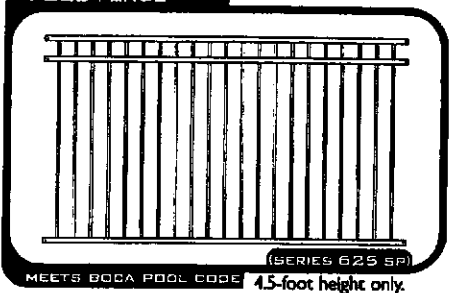
TWO RAIL SMOOTH



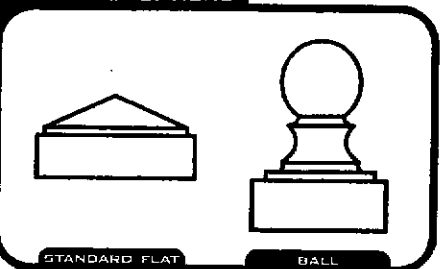
THREE RAIL SMOOTH-TOP



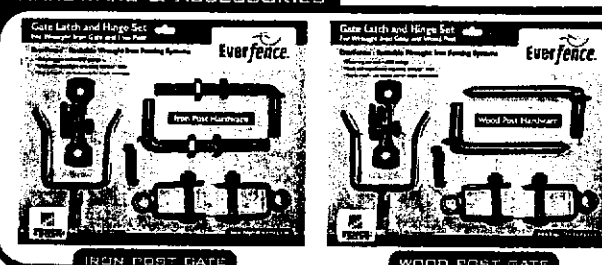
POOL FENCE



POST-CAP OPTIONS



HARDWARE & ACCESSORIES



MAGNA-LATCH
MAGNETIC SAFETY GATE LATCH

TRU-CLOSE
ADJUSTABLE, SELF-CLOSING GATE HINGES

LATCHES & HINGES

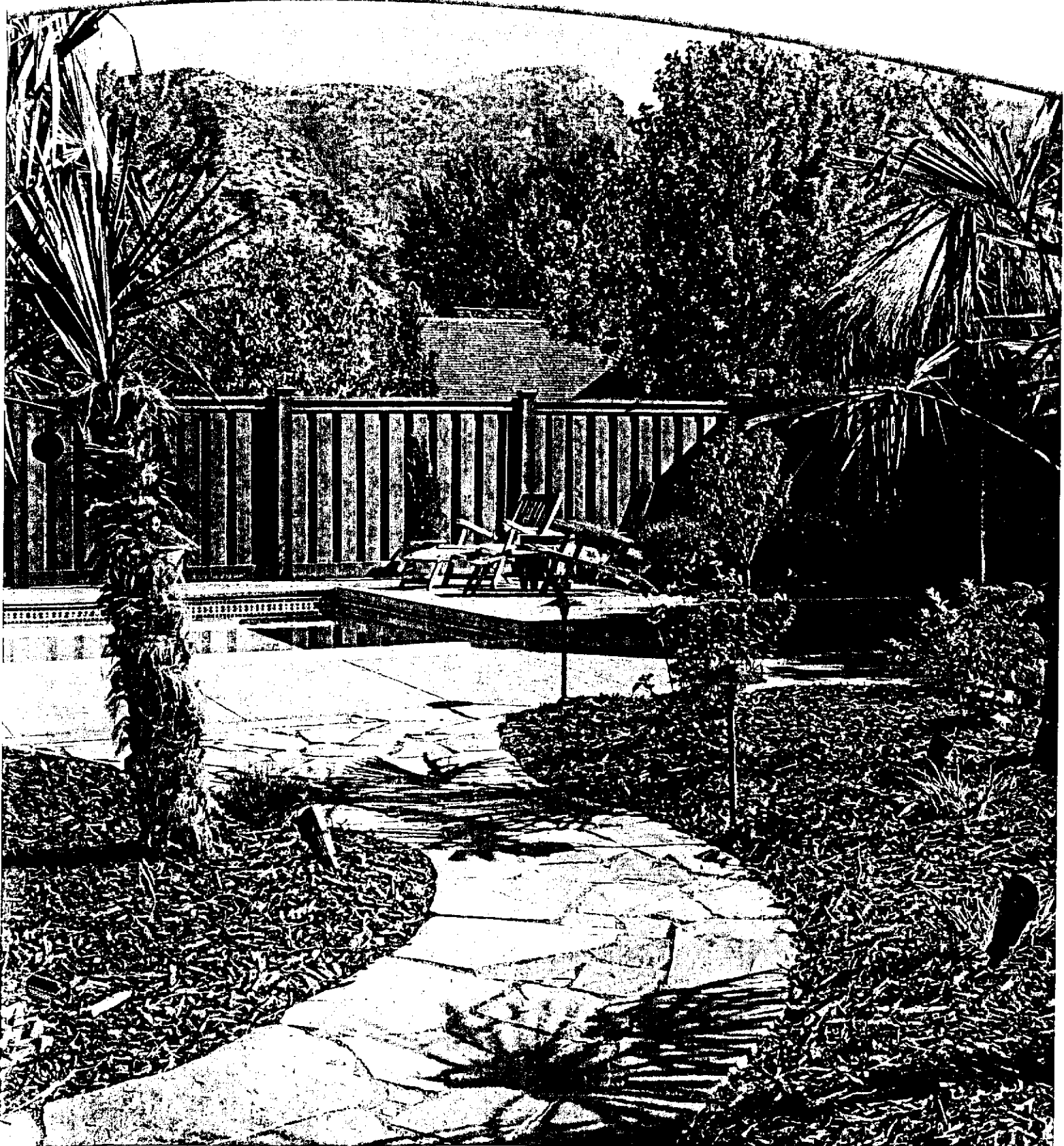
Everfence.
AUTHORIZED DEALER

FENCE CORP.
Keep it Simple. Make it Last.[™]

www.hayesfencecorp.com

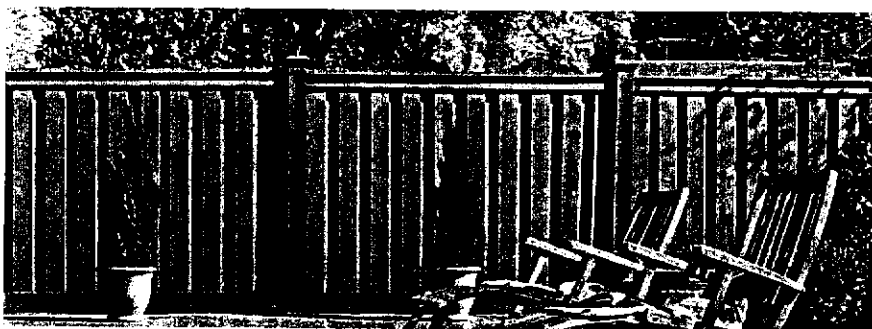
Trex®

Trex Seclusions™
PRIVACY FENCING SYSTEMS

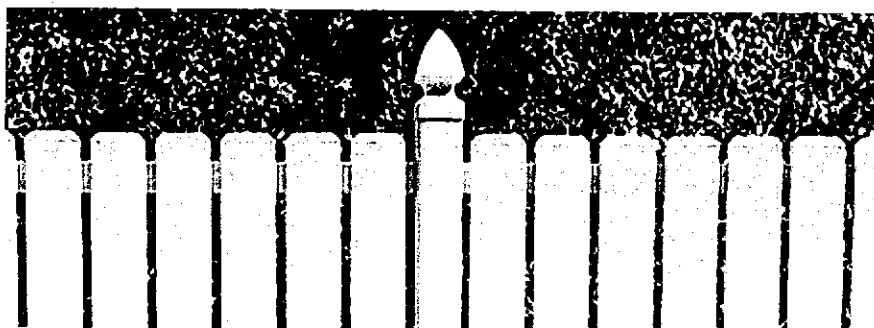


WELCOME TO THE BACKYARD REVOLUTION.

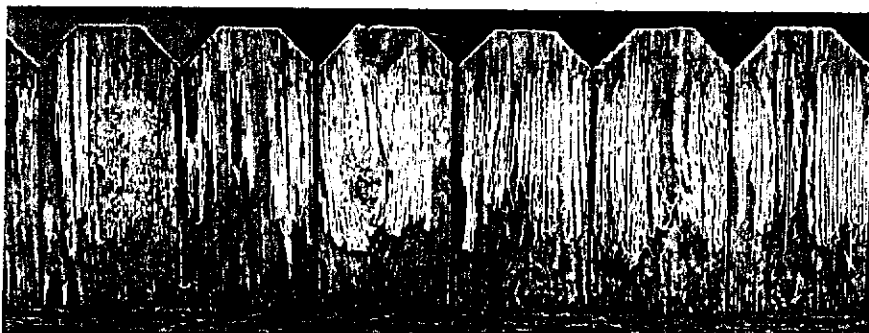
Introducing Trex Seclusions™ fencing. Privacy. Durability. Beauty. All in one fence. It's low maintenance, and it comes in more colors than wood or vinyl. Easy to order, easy to install. You simply can't find a better fencing alternative. When you build with Trex Seclusions fencing, each and every post goes in with pride.



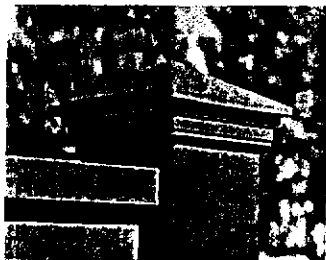
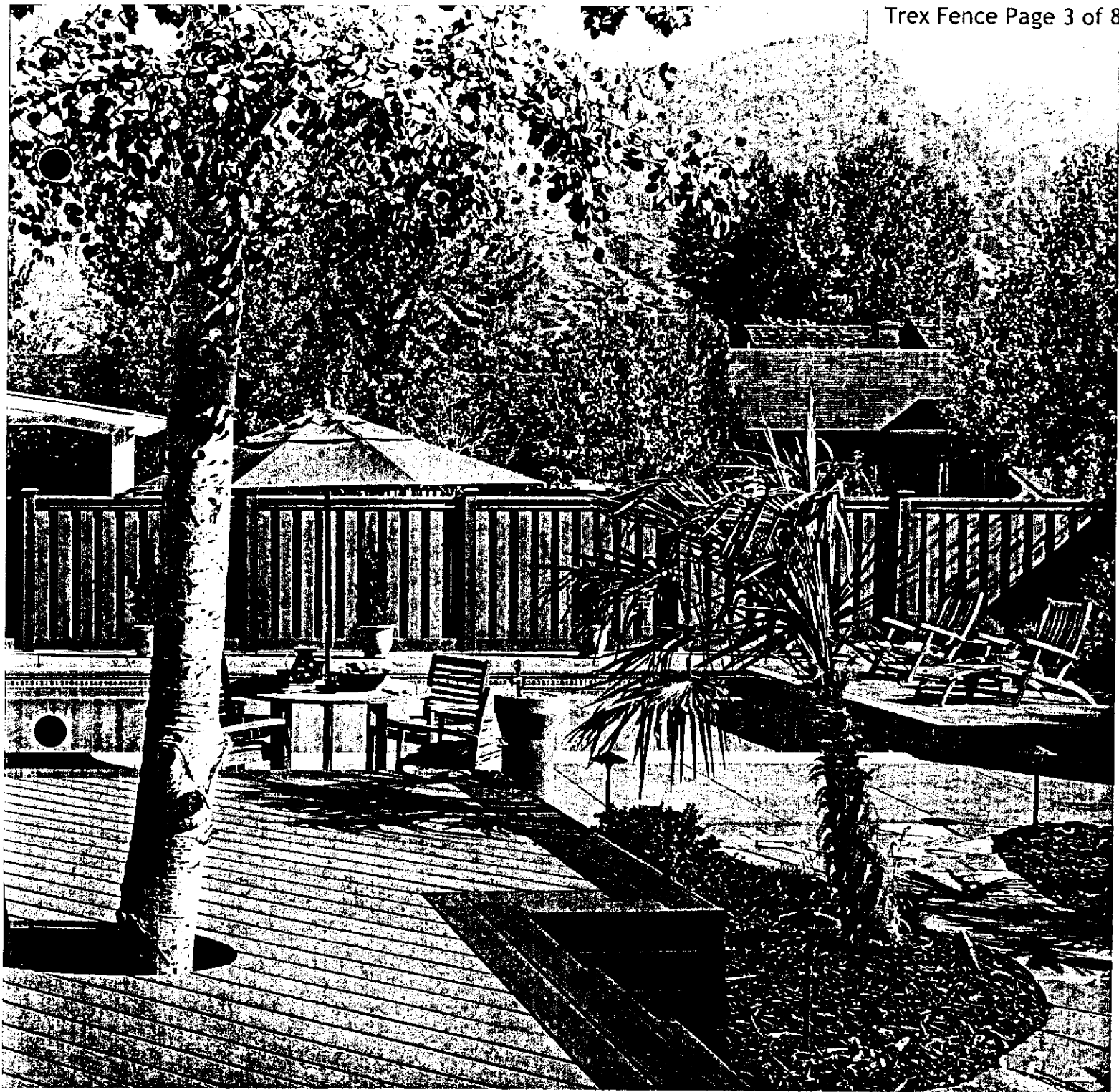
Trex Seclusions™ – a revolutionary composite of recycled plastic and wood provides years of worry-free ownership.



Vinyl is treated with a white UV inhibitor, which limits color choice.



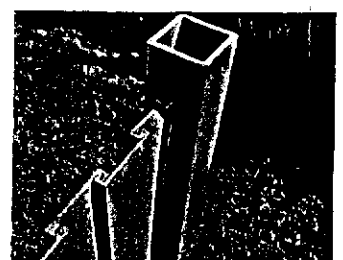
Wood rots and can require a great deal of maintenance.



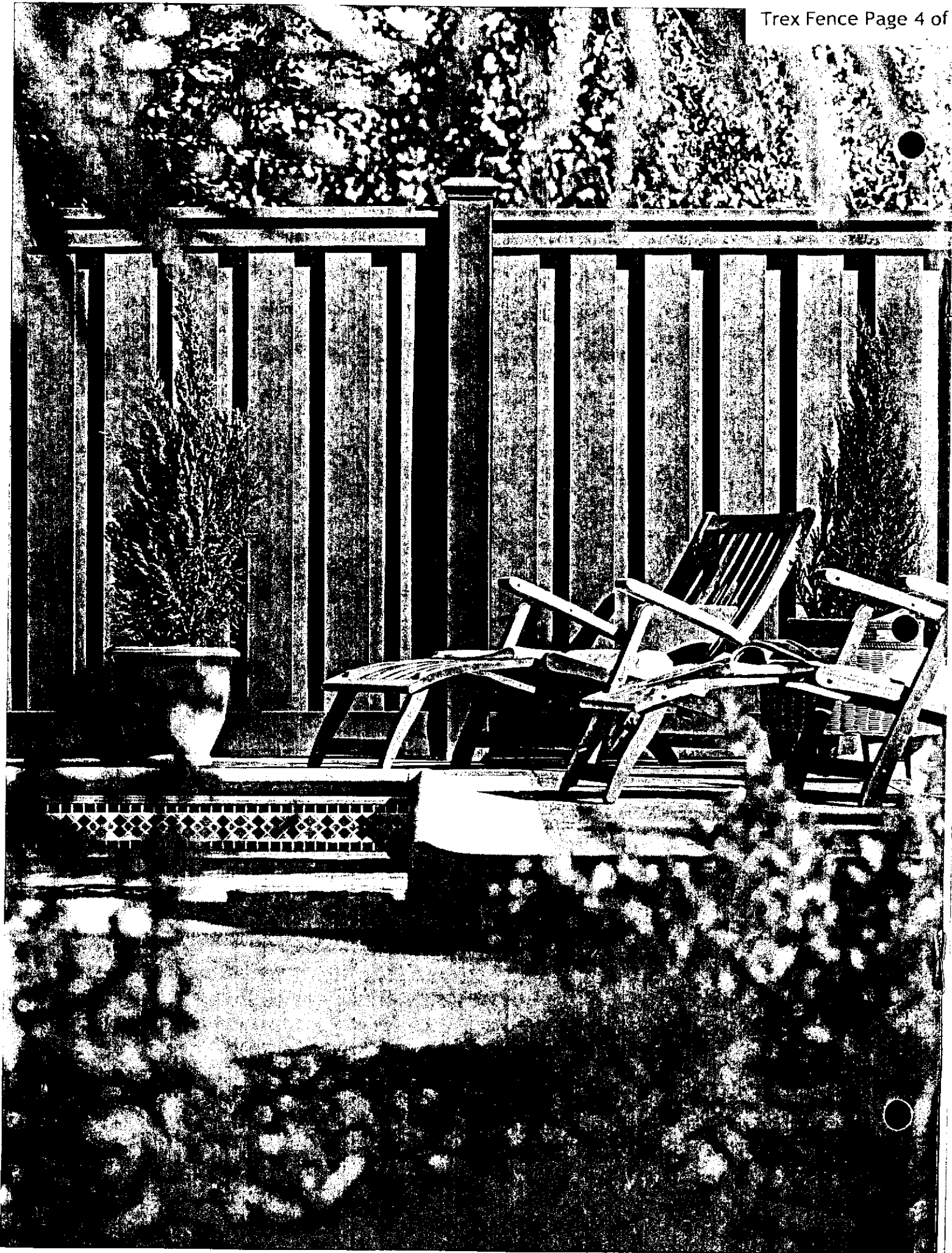
To help you achieve a custom look in your backyard, Trex Seclusions™ fencing is available with two styles of fence caps: pyramid or flat.



Aluminum inserts reinforce bottom rails for added strength.



Easy-to-install interconnecting pickets for the ultimate in privacy.



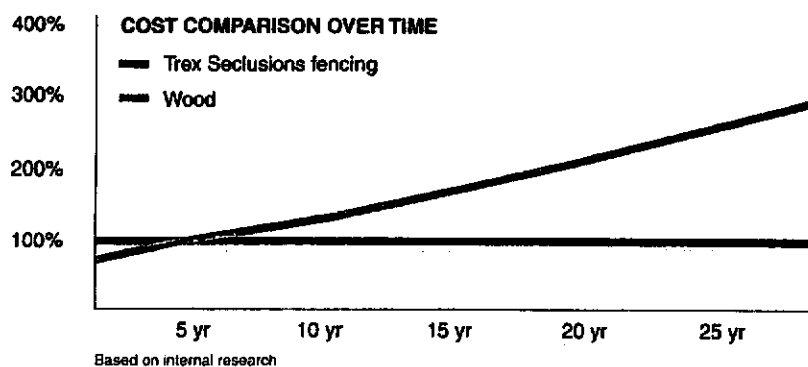


A FENCE THAT STANDS ABOVE THE REST.

- Revolutionary composite of recycled plastic and reclaimed wood.
- Never needs to be painted.
- Won't buckle or warp.
- Proves its value through years of worry-free ownership.

| | Trex Seclusions™ | Wood | Vinyl |
|---|------------------|----------------|--------------------------------|
| Warranty (years) | 25 | 0-5 | 10+ |
| Most Durable (no buckling or cracking) | X | | |
| Low Maintenance | X | | X |
| Ease of Installation | X | | X |
| Ultimate in Privacy | X | | |
| Color Selection | X | Needs painting | Any painting voids warranty |

After a slightly higher initial investment, Trex Seclusions fencing proves to be a superior value over years of worry-free ownership.



A CHOICE OF COLOR. YOU SHOULD NEVER FEEL FENCED IN.

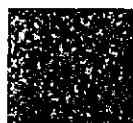
Unlike vinyl, Trex Seclusions fencing offers a palette of rich colors.



SADDLE



WINCHESTER
GREY



MADEIRA*



WOODLAND
BROWN*

*Available in 2007.



IT'S EASY TO INSTALL THE FENCE OF YOUR DREAMS.

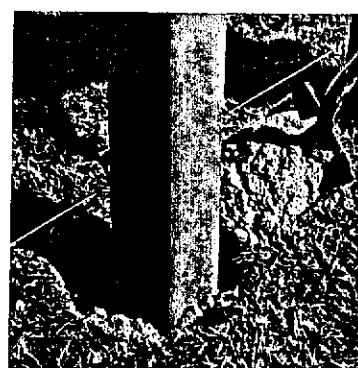
- No more complicated than installing an ordinary fence.
- Much easier and more convenient to work with—doesn't splinter like wood.
- More detailed instructions are available at trex.com.
- Find your local Trex installer at trex.com.



1. Stake out the fence line.



2. Dig holes.



3. Set posts in concrete.



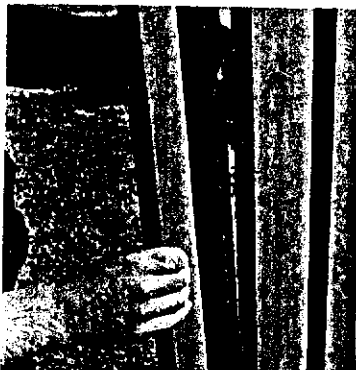
4. Install brackets using the
TrexExpress™ installation tool.



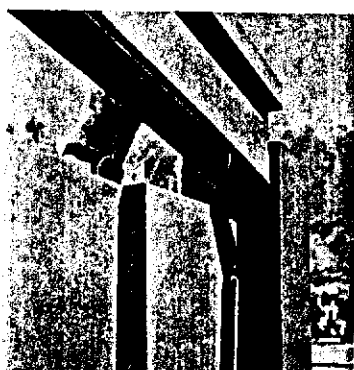
5. Slide bottom rail over the
aluminum insert.



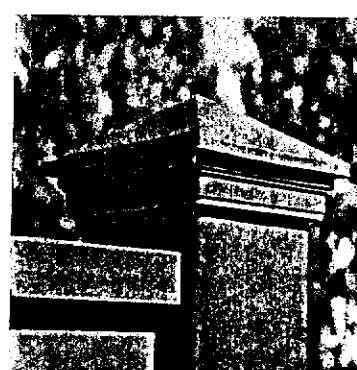
6. Insert bottom rails.



7. Insert pickets.



8. Insert top rails.



9. Affix post caps.

THE BEST FENCING, WITH AN ORDERING PROCESS TO MATCH.

- Ordering is easy and convenient. Pallet sizes were designed around a 150-foot job requirement.
- Trex Seclusions™ fencing is sold a la carte.
- Each 8-foot fence section includes the following:

1 Fence Post

1 Bottom Rail Insert

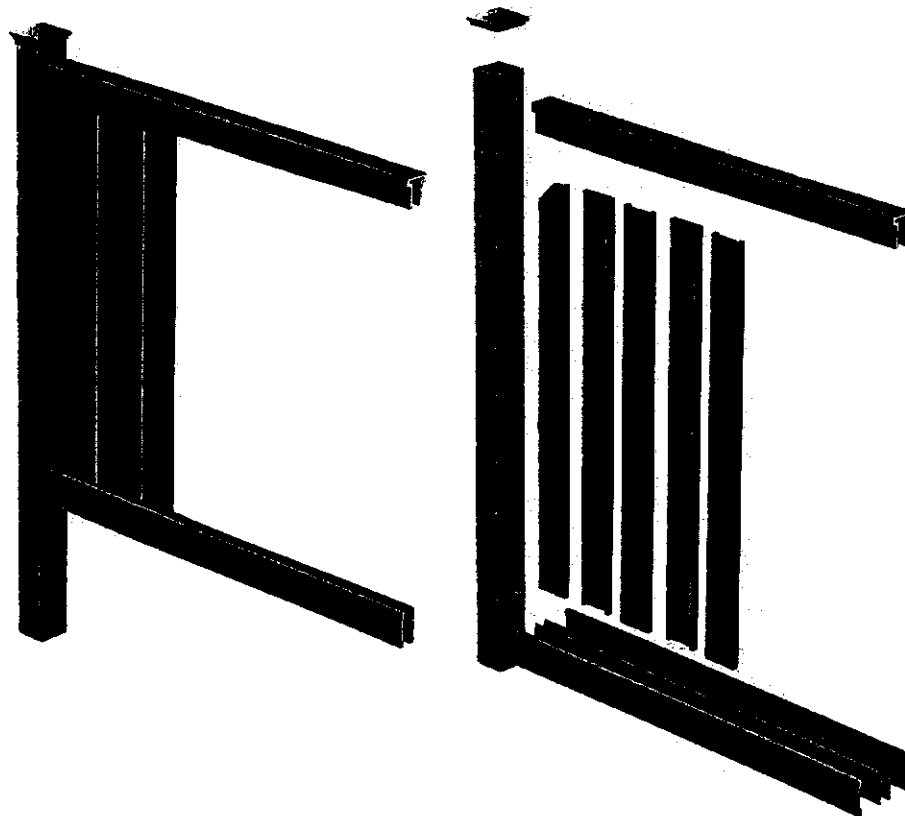
4 Brackets

1 Fence Post Cap

2 Bottom Rails

19 Pickets

1 Top Rail



GATE OPTIONS

Go to trex.com for engineering standards for constructing your own gate.

TREX LIMITED RESIDENTIAL WARRANTY

Trex Company, Inc. (hereinafter "Trex") warrants to the original consumer purchaser ("Purchaser") that, for a period of twenty-five (25) years from the date of original consumer purchase, under normal use and service conditions, Trex® products shall be free from material defects in workmanship and materials, and shall not check, split, splinter, rot or suffer structural damage from termites or fungal decay. If a defect occurs within the limited warranty period, Purchaser shall notify Trex in writing and, upon confirmation by an authorized Trex representative of the defect, Trex's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

This limited warranty shall not cover and Trex shall not be responsible for costs and expenses incurred with respect to the removal of defective Trex products or the installation of replacement materials, including but not limited to labor and freight.

This limited warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Trex products were originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Trex, within the limited warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Trex Company, Inc.
Customer Relations
160 Exeter Drive
Winchester, VA 22603-8605

Trex does not warrant against and is not responsible for, and no implied limited warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Trex products and/or failure to abide by Trex's installation guidelines; (2) use of Trex products beyond normal residential use, or in an application not recommended by Trex's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of Trex products; or (6) improper handling, storage, abuse or neglect of Trex products by Purchaser, the transferee or third parties.

No person or entity is authorized by Trex to make and Trex shall not be bound by any statement or representation as to the quality or performance of Trex products other than as contained in this limited warranty. This limited warranty may not be altered or amended except in a written instrument signed by Trex and Purchaser.

UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This limited warranty shall only be applicable and enforceable in the United States of America and Canada.

Copyright © 2006 Trex Company, Inc.

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All colors shown are "after weathering." Actual colors may vary from photos. Product is subject to regional availability. Check for availability in your area.

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RECORDED

2011 MAR 7 PM 12:33

CANYON COUNTY
CLERK OF DISTRICT COURT
BY *Gregory J. Vietz*
REQUEST *1500*
TYPE *Misc*

**FIRST AMENDMENT TO THE DECLARATION OF ANNEXATION
OF SIENNA HILLS SUBDIVISION NO. 2
TO THAT DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SIENNA HILLS SUBDIVISION NO. 1**

March 1, 2011

THIS FIRST AMENDMENT TO THE DECLARATION OF ANNEXATION OF SIENNA HILLS SUBDIVISION NO. 2 TO THAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA HILLS SUBDIVISION NO.1 ("the Amendment") is made as of the 1st day of March, 2011.

ARTICLE I

RECITALS

A. There has been recorded by the undersigned Sienna Hills Development Corporation, an Idaho corporation, successor in interest by merger to Kevin A. Howell Construction, Inc., an Idaho corporation (the "Grantor"), a Declaration of Covenants, Conditions and Restrictions for Sienna Hills Subdivision No. 1, recorded January 24, 2007 as Instrument No. 2007005585, records of Canyon County, Idaho (hereafter the "Initial Declaration");

B. The Initial Declaration allows for the recording of Supplemental Declarations relating to and covering certain specific tracts within Sienna Hills Subdivision;

C. The Initial Declaration allows for annexation of additional property into the Sienna Hills Subdivision, which additional property, when annexed will be brought within the provisions of the Initial Declaration;

D. On April 17, 2007, Sienna Hills Subdivision No. 2 was annexed into the Initial Subdivision by a Declaration of Annexation of Sienna Hills Subdivision No. 2 dated April 12, 2007, and recorded April 17, 2007 as Instrument No. 2007026374, records of Canyon County (hereafter the "First Annexation") (the Initial Declaration together with the First Annexation shall be referred to as the ("Master Declaration")).

E. The Master Declaration provides in Section 4.3 as follows:

"Use and Size of Dwellings. All Building Lots shall be used exclusively for one or two-story single-family homes. Lots less than 9,000 square feet shall have a one story home of not less than 1,800 square feet or a two story home of not less than 2,200 square feet. Lots between 9,000 and 10,000 square feet shall have a one story home of not less than 1,900 square feet, or a two story home of not less than 2,300 square feet. All other Lots shall have a one story home of not less than 2,000 square feet, or a two story home of not less than 2,400 square feet. Eaves, steps, open porches, car ports, garages and patios are excluded in the computation of square footage."

F. The Master Declaration further provides in Section 7.3 as follows:

"Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

(A) **Class A.** The Class A Members shall be all Owners of Building Lots within the Subdivisions, with the exception of Declarant, and shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members, but in no event shall more than one vote be cast with respect to any one Building Lot.

(B) **Class B.** The Class B Member shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each residential Building Lot (platted or unplatted) owned by Declarant in Sienna Hills Subdivision No. 1 and subsequent residential Sienna Hills Subdivisions. The Class B Member shall cease to be a Class B voting Member in the Association at the time the Declarant deeds away the last residential Building Lot to an Owner other than Declarant in Sienna Hills Subdivision and subsequent residential Sienna Hills Subdivisions, or on December 31, 2011, whichever date is sooner. Thereafter Declarant shall have the votes of a Class A Owner for each Building Lot owned."

G. The Master Declaration further provides in Section 11.3 as follows:

"11.3 Amendment By Owners. Any other amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved either: A) by the written consent of the Owners (Class A and Class B together) representing two thirds (2/3) or more of the total votes in the Association as of the date of the written consent; or B) by the vote (if there was a vote) representing two thirds (2/3) or more of the total votes in the Association as of the date of the vote; provided, however, that so long as Declarant owns any residential Lots in any Sienna Hills Subdivision, no amendment shall be effective unless consented to by Declarant. Any such amendment shall be effective upon recording with the County Recorder of such amendment."

H. Declarant desires to make two (2) amendments to the Master Declaration, as follows:

First, the Declarant desires to amend Section 4.3 to change the requirement that lots less than 9,000 square feet may have a one story home of not less than 1,500 square feet. The prior requirement was that lots of less than 9,000 square feet may have a one story home of not less than 1,800 square feet.

Second, the Declarant desires to amend Section 7.3 to change the date the Declarant ceases to be a Class B Member and becomes a Class A Member (and thus goes from having five (5) votes per residential Building Lot to one (1) vote per residential Building Lot) from December 31, 2011, to December 31, 2021.

I. Pursuant to Section 11.3, one of the methods of amending the Master Declaration is voting by the Class A and Class B Building Lot Owners. Such vote has been taken and the 2/3 vote requirement to pass the Amendment has been satisfied.

ARTICLE II

Section 4.3 of the Master Declaration is hereby amended by changing the requirement that Lots of less than 9,000 square feet shall have a single story home of not less than 1,800 square feet to 1,500 square feet and after amendment shall read as follows:

"4.3 Use and Size of Dwellings. All Building Lots shall be used exclusively for one or two-story single-family homes. Lots less than 9,000 square feet shall have a one story home of not less than 1,500 square feet or a two story home of not less than 2,200 square feet. Lots between 9,000 and 10,000 square feet shall have a one story home of not less than 1,900 square feet, or a two story home of not less than 2,300 square feet. All other Lots shall have a one story home of not less than 2,000 square feet, or a two story home of not less than 2,400 square feet. Eaves, steps, open porches, car ports, garages and patios are excluded in the computation of square footage."

ARTICLE III.

Section 7.3 of the Master Declaration is hereby amended by changing the date by which the Class B Member become a Class A Member from December 31, 2011, to December 31, 2021, and after amendment shall read as follows:

"7.3 Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

(A) Class A. The Class A Members shall be all Owners of Building Lots within the Subdivisions, with the exception of Declarant, and shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members, but in no event shall more than one vote be cast with respect to any one Building Lot.

(B) Class B. The Class B Member shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each residential Building Lot (platted or unplatted) owned by Declarant in Sienna Hills Subdivision No. 1 and subsequent residential Sienna Hills Subdivisions. The Class B Member shall cease to be a Class B voting Member in the Association at the time the Declarant deeds away the last residential Building Lot to an Owner other than Declarant in Sienna Hills Subdivision and subsequent residential Sienna Hills Subdivisions, or on December 31, 2021, whichever date is sooner. Thereafter Declarant shall have the votes of a Class A Owner for each Building Lot owned."

ARTICLE IV

1. Incorporation of Recitals: The recitals to this Amendment are incorporated herein as part of this Amendment.

2. All capitalized words used herein and not defined herein shall have the meanings given to them in the Master Declaration.

3. Except as amended herein, the Master Declaration shall not be amended or changed in any manner and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Grantor has executed this Amendment to the Initial Declaration and the First Annexation.

GRANTOR:

SIENNA HILLS DEVELOPMENT CORPORATION,
an Idaho corporation, successor in interest by merger
to KEVIN A. HOWELL CONSTRUCTION, INC., an
Idaho corporation

By 
R. Bruce Murdoch, President

ATTEST:



Thyne S. Murdoch, Secretary

STATE OF IDAHO)
County of Ada) ss.

On this 1 day of March, 2011, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared R. Bruce Murdoch, the President of the corporation that executed the foregoing instrument 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.




NOTARY PUBLIC for Idaho
Residing at Burise, Idaho
My commission expires: 4-30-2011

STATE OF IDAHO

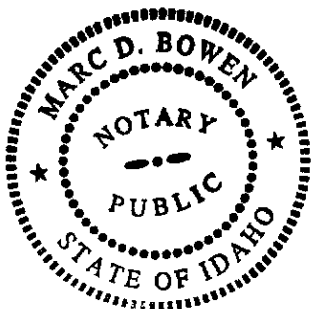
County of

Ada

) ss.

On this 1 day of March, 2011, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Thyne S. Murdoch, the Secretary of the corporation that executed the foregoing instrument 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.



Marc D. Bowen

NOTARY PUBLIC for Idaho

Residing at Boise, Idaho

My commission expires: 4-30-2011

2011029607

FIRST AMENDMENT TO
THE DECLARATION OF ANNEXATION OF
SIENNA HILLS SUBDIVISION NO. 2

RECORDED

TO THAT DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SIENNA HILLS SUBDIVISION NO. 1

2011 JUL 27 PM 1 00

CHRIS YAMAMOTO
CANYON CNTY RECORDER
REQUEST *Stacy*
TYPE *14* FEE *25.00*

THIS FIRST AMENDMENT TO THE DECLARATION OF ANNEXATION OF SIENNA HILLS SUBDIVISION NO. 2 TO THAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA HILLS SUBDIVISION NO.1 ("the Amendment") is made as of the 10th day of June, 2011.

ARTICLE I

RECITALS

A. There has been recorded by the undersigned Sienna Hills Development Corporation, an Idaho corporation, successor in interest by merger to Kevin A. Howell Construction, Inc., an Idaho corporation (the "Grantor"), a Declaration of Covenants, Conditions and Restrictions for Sienna Hills Subdivision No. 1 dated January 24, 2007, and recorded January 24, 2007 as Instrument No. 2007005585 records of Canyon County, Idaho (hereafter the "Initial Declaration");

B. The Initial Declaration allows for the recording of Supplemental Declarations relating to and covering certain specific tracts within Sienna Hills Subdivision;

C. The Initial Declaration allows for annexation of additional property into the Sienna Hills Subdivision, which additional property, when annexed will be brought within the provisions of the Initial Declaration;

D. On April 12, 2007 Sienna Hills Subdivision No. 2 was annexed into the Initial Subdivision by a Declaration of Annexation of Sienna Hills Subdivision No. 2 dated April 7, 2007 and recorded April 17, 2007 as Instrument No. 2007026374 records of Canyon County (hereafter the "First Annexation") (the Initial Declaration together with the First Annexation shall be referred to as the ("Master Declaration")).

E. The Master Declaration provides in Section 4.3 as follows:

"Use and Size of Dwellings. All Building Lots shall be used exclusively for one or two-story single-family homes. Lots less than 9,000 square feet shall have a one story home of not less than 1,800 square feet or a two story home of not

less than 2,200 square feet. Lots between 9,000 and 10,000 square feet shall have a one story home of not less than 1,900 square feet, or a two story home of not less than 2,300 square feet. All other Lots shall have a one story home of not less than 2,000 square feet, or a two story home of not less than 2,400 square feet. Eaves, steps, open porches, car ports, garages and patios are excluded in the computation of square footage."

F. The Master Declaration provides in Section 4.7 as follows:

"Garages. All residential homes shall have an attached enclosed garage which holds no less than three cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles."

G. The Master Declaration further provides in Section 7.3 as follows:

"Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

(A) **Class A.** The Class A Members shall be all Owners of Building Lots within the Subdivisions, with the exception of Declarant, and shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members, but in no event shall more than one vote be cast with respect to any one Building Lot.

(B) **Class B.** The Class B Member shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each residential Building Lot (platted or unplatted) owned by Declarant in Sienna Hills Subdivision No. 1 and subsequent residential Sienna Hills Subdivisions. The Class B Member shall cease to be a Class B voting Member in the Association at the time the Declarant deeds away the last residential Building Lot to an Owner other than Declarant in Sienna Hills Subdivision and subsequent residential Sienna Hills Subdivisions, or on December 31, 2011, whichever date is sooner. Thereafter Declarant shall have the votes of a Class A Owner for each Building Lot owned."

H. The Master Declaration further provides in Section 11.3 as follows:

"Amendment By Owners. Any other amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved

either: A) by the written consent of the Owners (Class A and Class B together) representing two thirds (2/3) or more of the total votes in the Association as of the date of the written consent; or B) by the vote (if there was a vote) representing two thirds (2/3) or more of the total votes in the Association as of the date of the vote; provided, however, that so long as Declarant owns any residential Lots in any Sienna Hills Subdivision, no amendment shall be effective unless consented to by Declarant. Any such amendment shall be effective upon recording with the County Recorder of such amendment."

I. Declarant desires to make three (3) amendments to the Master Declaration, as follows:

First, the Declarant desires to amend Section 4.3 to change the requirement that all lots in Phase II may have a one story home of not less than 1,500 square feet or a two story home of not less than 1,800 square feet. The prior requirement was that lots of less than 9,000 square feet may have a one story home of not less than 1,800 square feet.

Second, the Declarant desire to amend Section 4.7 to change the requirement that all Lots have a Garage that holds not less than three (3) cars, to allow all Lots to have a Garage that holds not less than two (2) cars.

Third, the Declarant desires to amend Section 7.3 to change the date the Declarant ceases to be a Class B Member and becomes a Class A Member (and thus goes from having five (5) votes per residential Building Lot to one (1) vote per residential Building Lot) from December 31, 2011, to December 31, 2021.

J. Pursuant to Section 11.3, one of the methods of amending the Master Declaration is voting by the Class A and Class B Building Lot Owners. Such vote has been taken and the 2/3 vote requirement to pass the Amendment has been satisfied.

ARTICLE II

Section 4.3 of the Master Declaration is hereby amended by changing the requirement that all Lots in Phase II shall have a single story home of not less than 1,800 square feet to not less 1,500 square feet or a two story home of not less than 1,800 square feet and after amendment shall read as follows:

"4.3 Use and Size of Dwellings. All Building Lots in Phase II shall be used exclusively for one or two-story single-family homes. Lots shall have a one story home of not less than 1,500 square feet or a two story home of not less than 1,800 square feet. Eaves, steps, open porches, car ports, garages and patios are excluded in the computation of square footage."

ARTICLE III.

Section 4.7 of the Master Declaration is hereby amended by changing the requirement that Lots of less than 9,000 square feet shall have a garage holding not less than three (3) cars to all Lots shall have a garage holding not less than two (2) cars, and after amendment shall read as follows:

"4.7 Garages. All residential homes shall have an attached enclosed garage which holds not less than two cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles."

ARTICLE IV.

Section 7.3 of the Master Declaration is hereby amended by changing the date by which the Class B Member become a Class A Member from December 31, 2011, to December 31, 2021 and after amendment shall read as follows:

"7.3 Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

(A) Class A. The Class A Members shall be all Owners of Building Lots within the Subdivisions, with the exception of Declarant, and shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members, but in no event shall more than one vote be cast with respect to any one Building Lot.

(B) Class B. The Class B Member shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each residential Building Lot (platted or unplatted) owned by Declarant in Sienna Hills Subdivision No. 1 and subsequent residential Sienna Hills Subdivisions. The Class B Member shall cease to be a Class B voting Member in the Association at the time the Declarant deeds away the last residential Building Lot to an Owner other than Declarant in Sienna Hills Subdivision and subsequent residential Sienna Hills Subdivisions, or on December 31, 2021 whichever date is sooner. Thereafter Declarant shall have the votes of a Class A Owner for each Building Lot owned."

ARTICLE V

1. Incorporation of Recitals: The recitals to this Amendment are incorporated herein as part of this Amendment.

2. All capitalized words used herein and not defined herein shall have the meanings given to them in the Master Declaration.

3. Except as amended herein, the Master Declaration shall not be amended or changed in any manner and shall remain in full force and effect.

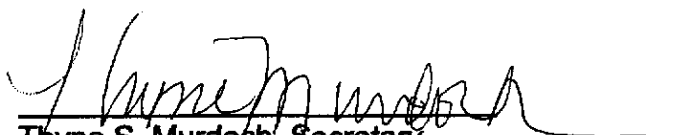
IN WITNESS WHEREOF, the undersigned, being the Grantor has executed this Amendment to the Initial Declaration and the First Annexation.

GRANTOR:

SIENNA HILLS DEVELOPMENT CORPORATION,
an Idaho corporation, successor in interest by merger to
KEVIN A. HOWELL CONSTRUCTION, INC.,
an Idaho corporation

By 
R. Bruce Murdoch, President

ATTEST:


Thyne S. Murdoch, Secretary

STATE OF IDAHO

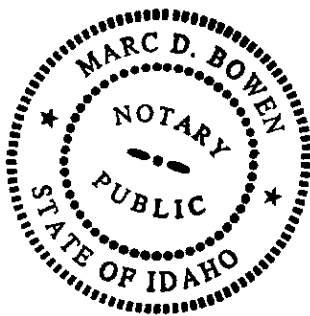
County of

Ada

)
) ss.
)

On this 10 day of June, 2011, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared R. Bruce Murdoch, and Thyne S. Murdoch, the President and Secretary, respectively, of the corporation that executed the foregoing instrument 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.





NOTARY PUBLIC for Idaho

Residing at

Bodie, Idaho

My commission expires:

3/16/16

11/12/2014 02:01 PM



00136306201400409930050052

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=5 BJBROWN

\$22.00

MISC

SIENNA HILLS SUBDIVISION

SECOND AMENDMENT

TO THAT DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SIENNA HILLS SUBDIVISION NO. 1
(INCLUDING ANNEXATIONS)

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA HILLS SUBDIVISION NO. 1 (INCLUDING ANNEXATIONS) ("the Amendment") is made as of the 11th day of NOV, 2014.

ARTICLE I

RECITALS

A. There has been recorded by the undersigned Sienna Hills Development Corporation, an Idaho corporation, successor in interest by merger to Kevin A. Howell Construction, Inc., an Idaho corporation (the "Grantor"), a Declaration of Covenants, Conditions and Restrictions for Sienna Hills Subdivision No. 1 dated January 24, 2007, and recorded January 24, 2007 as Instrument No. 2007005585 records of Canyon County, Idaho (hereafter the "Initial Declaration");

B. The Initial Declaration allows for the recording of Supplemental Declarations relating to and covering certain specific tracts within Sienna Hills Subdivision;

C. The Initial Declaration allows for annexation of additional property into the Sienna Hills Subdivision, which additional property, when annexed will be brought within the provisions of the Initial Declaration;

D. On April 12, 2007 Sienna Hills Subdivision No. 2 was annexed into the Initial Subdivision by a Declaration of Annexation of Sienna Hills Subdivision No. 2 dated April 7, 2007 and recorded April 17, 2007 as Instrument No. 2007026374 records of Canyon County (hereafter the "First Annexation").

E. On June 11, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sienna Hills Subdivision No. 1 was executed and was recorded on July 27, 2011 as Instrument No. 2011829607, records of Canyon County, Idaho (the "First Amendment") (the Initial Declaration together with the First Amendment shall be referred to as the "Master Declaration").

F. The Master Declaration provides in Section 4.5 as follows:

4.5 Accessory Structures; Storage Sheds; Patio Covers; Outbuildings.

There shall be no metal or wood storage attachments to any home except as approved by the Board.

Storage sheds attached to the residential structure shall be constructed and roofed with the same materials as the residential structure and shall be a similar color.

Patio covers shall be constructed and roofed with the same materials as the residential structure and shall be a similar color. Provided, however, that the Board may approve a different design, color and materials if aesthetically compatible with the residential structure. (A patio cover is not to be considered as an outbuilding.)

Outbuildings shall be limited to one per Lot, and shall be constructed of quality materials, be finished or painted in the same general color as the residential structure, shall be constructed and roofed with the same materials as the residential structure, and shall be first approved by the Board and comply with local ordinances.

G. The Master Declaration further provides in Section 11.3 as follows:

"Amendment By Owners. Any other amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved either: A) by the written consent of the Owners (Class A and Class B together) representing two thirds (2/3) or more of the total votes in the Association as of the date of the written consent; or B) by the vote (if there was a vote) representing two thirds (2/3) or more of the total votes in the Association as of the date of the vote; provided, however, that so long as Declarant owns any residential Lots in any Sienna Hills Subdivision, no amendment shall be effective unless consented to by Declarant. Any such amendment shall be effective upon recording with the County Recorder of such amendment."

H. Declarant desires to make one (1) amendment to the Master Declaration, as follows:

First, the Declarant desires to amend Section 4.5 to add a requirement that all outbuildings must not be more than 100 square feet in size.

I. Pursuant to Section 11.3, one of the methods of amending the Master Declaration is voting by the Class A and Class B Building Lot Owners. Such vote has been taken and the 2/3 vote requirement to pass the Amendment has been satisfied.

ARTICLE II

Section 4.5 of the Master Declaration is hereby amended by adding a requirement that all outbuildings shall not be more than one hundred (100) square feet in size and after amendment shall read as follows:

4.5 Accessory Structures; Storage Sheds; Patio Covers; Outbuildings. There shall be no metal or wood storage attachments to any home except as approved by the Board.

Storage sheds attached to the residential structure shall be constructed and roofed with the same materials as the residential structure and shall be a similar color.

Patio covers shall be constructed and roofed with the same materials as the residential structure and shall be a similar color. Provided, however, that the Board may approve a different design, color and materials if aesthetically compatible with the residential structure. (A patio cover is not to be considered as an outbuilding.)

Outbuildings shall be limited to one per Lot, and shall be constructed of quality materials, be finished or painted in the same general color as the residential structure, shall be constructed and roofed with the same materials as the residential structure, and shall be first approved by the Board and comply with local ordinances.

All outbuildings shall not be more than one hundred (100) square feet in size."

ARTICLE III

1. Incorporation of Recitals: The recitals to this Amendment are incorporated herein as part of this Amendment.


2. All capitalized words used herein and not defined herein shall have the meanings given to them in the Master Declaration.

3. Except as amended herein, the Master Declaration shall not be amended or changed in any manner and shall remain in full force and effect.

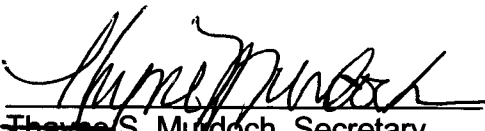
IN WITNESS WHEREOF, the undersigned, being the Grantor has executed this Amendment to the Initial Declaration and the First Annexation.

GRANTOR:

SIENNA HILLS DEVELOPMENT CORPORATION,
an Idaho corporation, successor in interest by merger to
KEVIN A. HOWELL CONSTRUCTION, INC.,
an Idaho corporation

By 
R. Bruce Murdoch, President

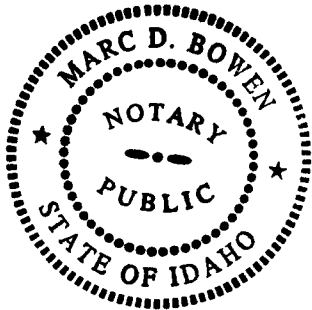
ATTEST:



~~Thayne S. Murdoch, Secretary~~
Thyne

STATE OF IDAHO)
County of Ada) ss.

On this 11 day of Nov, 2014, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared R. Bruce Murdoch, and Thyne S. Murdoch, the President and Secretary, respectively, of the corporation that executed the foregoing instrument 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.




NOTARY PUBLIC for Idaho
Residing at Boise ID
My commission expires: 3/16/16



00446036201900266850150154

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=15 PBRIDGES

\$52.00

MISC

SIENNA HILLS SUBDIVISION 8

DECLARATION OF ANNEXATION OF
SIENNA HILLS SUBDIVISION NO. 8

TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SIENNA HILLS SUBDIVISION NO. 1

This Declaration of Annexation of Sienna Hills Subdivision No. 8 is made effective the 3rd day of June, 2019, by Sienna Hills Development Corporation (hereinafter "Grantor" or "Declarant") whose address is 4822 N. Rosepoint Way, Suite 100, Boise, Idaho 83713.

ARTICLE 1

ANNEXATION OF SIENNA HILLS SUBDIVISION NO. 8
INTO MASTER CC&R'S FOR SIENNA HILLS SUBDIVISION NO. 1

1.1 Property Annexed; Sienna Hills Subdivision No. 8. The property hereby annexed is that real property legally described in Exhibit A owned by the Declarant. Once the final plat of this property is recorded it will be known as Sienna Hills Subdivision No. 8 (described in Exhibit A-1). Each Lot Owner, by accepting a deed to any Lot in this Subdivision agrees that such Lot is subject to the Master CC&R's (defined in Section 1.2 below) referred to herein and to this Declaration of Annexation.

1.2 Existing Property and CC&R's to Which Property is Annexed. This annexed property is hereby annexed into:

- that Declaration of Covenants, Conditions and Restrictions for Sienna Hills Subdivision No. 1 dated January 24, 2007, which Declaration was recorded the 24th day of January, 2007, in Canyon County, Idaho, as Instrument No. 2007005585;

- the Declaration of Annexation of Sienna Hills Subdivision No. 2 dated April 12, 2007, which Declaration of Annexation was recorded the 17th day of April, 2007, in Canyon County, Idaho, as Instrument No. 2007026374, as amended by the First Amendment to the Declaration of Annexation of Sienna Hills Subdivision No. 2 dated June 11, 2011, and recorded the 27th day of July, 2011, in Canyon County, Idaho, as Instrument No. 2011029607;
- the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Sienna Hills Subdivision No. 1 dated November 11, 2014, and recorded the 12th day of November, 2014 in Canyon County, Idaho, as Instrument No. 2014040993;
- the Declaration of Annexation of Sienna Hills Subdivision No. 3 dated February 12, 2015, and recorded the 12th day of February, 2015, in Canyon County, Idaho, as Instrument No. 2015004801;
- the Declaration of Annexation of Sienna Hills Subdivision No. 4 dated July 31, 2016, and recorded the 22nd day of August, 2016, in Canyon County, Idaho, as Instrument No. 2016033806;
- the Declaration of Annexation of Sienna Hills Subdivision No. 5 dated September 5, 2017, and recorded the 21st day of November, 2017, in Canyon County, Idaho, as Instrument No. 2017050926; and
- the Declaration of Annexation of Sienna Hills Subdivision No. 6 dated November 29, 2017, and recorded the 12th day of January, 2018, in Canyon County, Idaho, as Instrument No. 2018001578;
- the Declaration of Annexation of Sienna Hills Subdivision No. 7 dated October 17, 2018, and recorded the 18th day of October, 2018, in Canyon County, Idaho, as Instrument No. 2018046955;

together with the Declaration, the "Master CC&R's. The Master CC&R's and terms thereof are incorporated herein as if set forth in full.

1.3 Master CC&R's and Declaration of Annexation Run With Annexed Land. The Master CC&R's and the provisions of this Declaration of Annexation shall run with the annexed land described in Exhibit A. The Master CC&R's and all Declarations of Annexation thereto shall be read together and construed as one document, governing all subdivisions together as if they were all one subdivision and as if all had been done at the same time.

1.4 Authority; Consent to Annexation. This Declaration of Annexation is made pursuant to the Master CC&R's which provide for this annexation, and for annexation of subsequent phases of the Subdivision.

1.5 Effect: The effect of this Declaration of Annexation shall be that Sienna Hills Subdivision Nos. 1, 2, 3, 4, 5, 6, 7 and 8 shall be treated as one subdivision and shall be subject to the Master CC&R's and shall be governed by the Sienna Hills Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in these Subdivisions (and any future annexations to the Subdivision) shall be subject to all provisions of the Master CC&R's; **Provided, however,** that the provisions in Article 2 of this Declaration of Annexation (set out below and the covenants, conditions and restrictions set out therein) which are specific to the land in Sienna Hills Subdivision Nos. 1 and 2 shall apply also to Sienna Hills Subdivision No. 8. Other than the provisions specifically set out in Article 2 below, the Master CC&R's govern all Lots in Sienna Hills Subdivision Nos. 1, 2, 3, 4, 5, 6, 7 and 8 and the Association shall manage all Common Area Lots in Sienna Hills Subdivision Nos. 1, 2, 3, 4, 5, 6, 7 and 8 as if all were one subdivision.

ARTICLE 2
SPECIFIC PROVISIONS APPLYING TO
PROPERTY AND LOTS IN SIENNA HILLS SUBDIVISION NO. 8

2.1 Architectural Control; Prior Plan Approval. No improvement or obstruction shall be placed or permitted to remain upon any part of the property unless a written request for approval, containing the plans, specifications, and exterior color

scheme, has been approved by the Board or persons designated by the Board to approve same as set out in the Master CC&R's.

2.2 Association Assessments. All Assessments to the Sienna Hills Neighborhood Association shall be the same as set out in the Master CC&R's. (Generally \$500.00 for Initial Regular Assessment; \$300.00 for Start-Up Assessment; \$50.00 for Transfer Assessment and \$150.00 for Start Up Irrigation Assessment. See Master CC&R's for details.)

2.3 Common Areas. The following Lots are designated as Common Area Lots:

Sienna Hills 8:

Lot 13, Block 12 is or will be a common landscape lot owned and maintained by the HOA and is or may be encumbered by an easement granted to the Boise Project Board of Control primarily for the Forest Lateral Canal.

Lot 12, Block 21 is or will be a storm drain and landscaped lot owned and maintained by the HOA.

Lot 14, Block 33 is or will be a common landscape lot owned and maintained by the HOA and may be encumbered by an easement granted to the Boise Project Board of Control primarily for the Deer Flat Caldwell Canal.

These Common Area Lots shall be deeded to, managed by, and maintained by Sienna Hills Neighborhood Association, Inc., as set out in the Master CC&R's. Any fences constructed in any Common Area shall be owned and maintained by the Association.

2.3.1 Club House and Landscaping Area: The above described Lots were created for the purpose of maintaining a Club House, Multi Use Areas and Landscaping Areas. These Lots shall be constructed, landscaped and maintained as approved by the City of Caldwell. These Lots shall be owned and maintained by the Association and such maintenance shall comply with all Caldwell City requirements and regulations. The landscape maintenance responsibilities relating thereto shall not be dissolved without the express written permission of the City of Caldwell. Any fences adjacent to the common lots shall conform to all Caldwell City Ordinances and solid fences next to any pathways shall not exceed four (4) feet.

2.4 Pressurized Irrigation System. As set out in the Master CC&R's, irrigation water, when seasonally available, will be supplied through the Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District (hereinafter together or separately, as the context dictates, the "District") via a pressurized urban irrigation system (PUIS) constructed for several different subdivision properties. Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned and operated by Wilder Irrigation District, Nampa and Meridian Irrigation District, and/or the City of Caldwell Irrigation District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by the District and each Lot Owner shall pay pro-rata (with all the other Lots served by the PUIS) for all of the costs associated with the maintenance, repair, replacement and operation of the PUIS, whether those costs are paid directly to the District by the Owner or through the Association collectively. As of the time of the recording of this Annexation Declaration, it is the intent of Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District that all of the costs of the water, and all of the costs relating to the maintenance and operation of the PUIS are going to be billed to the Association and all Owners shall pay their share of the PUIS costs through the Assessments from the Association. In the event that Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District ever directly bills the Owners for water and the PUIS costs then each Owner shall be obligated to pay such costs accordingly. Each Lot Owner shall be responsible for his or her own irrigation

sprinkler system on the Lot. A Lot Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors. For other provisions, see the Master CC&R's.

2.4.1 Irrigation District Agreements. Each Lot in these Subdivisions are subject to any and all Agreements entered into with Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District.

2.4.2 Water Rotation Schedules: All Lots and Owners shall be bound by and shall follow any irrigation rotation schedule set up or maintained by Wilder Irrigation District, Nampa and Meridian Irrigation District and/or the City of Caldwell Irrigation District.

2.5 Storm Water and Drainage Easement Areas. The City of Caldwell is hereby granted a perpetual blanket storm water retention and drainage easement over portions of the following Lots as identified on the plat:

Sienna Hills 8:

Lot 12, Block 21 is or will be a storm drain and landscaped lot owned and maintained by the HOA.

These easement areas are identified on the plat for storm drainage easement. Together these easements are for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes, sand and grease traps, and all related storm drain facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water. The City of Caldwell has the right at any time to inspect the storm water drainage facilities, and if necessary, promptly perform any required maintenance. Any changes to previously approved documents regarding the stormwater system shall require the approval of the City of Caldwell. No permanent structures, trees, fences or other improvements shall be

erected in any of these easement areas which would adversely affect the drainage or the ability of the City to operate and maintain these drainage facilities. Driveways in these easements areas are permitted.

2.5.1 "Heavy" Maintenance of Drainage/ Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage both surface and sub-surface, facility to ensure it is functioning properly; cleaning out the facility piping, manholes, sand and grease traps, and mucking out the storage facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. If the City of Caldwell shall decide not to perform such "heavy" maintenance, then the Association shall do so.

2.5.2 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for Sienna Hills Subdivision. Relevant portions of the Manual provide as follows:

Sienna Hills Subdivision (Nos. 1, 2, 3, 4, 5, 6, 7 and 8)
Stormwater Detention Pond O & M Manual

This manual outlines the duties to be performed by the Sienna Hills Neighborhood Association, Inc. (hereinafter the "Association") for the light maintenance of the storm water retention ponds located in certain of the Common Areas.

1. Purpose of Stormwater Facility. *The primary purpose of the stormwater facilities is to convey stormwater from the streets through a system of buried pipelines, manholes and sand and grease traps to the stormwater detention pond or sub-surface absorption trenches. These facilities are intended to store and percolate the stormwater into the underlying soils layers. Any water in excess of this rate will be temporarily*

stored above ground within the pond or infiltration gallery. After the storm subsides, the pond will empty by percolating into the sub-soils through the sub-surface absorption trenches and perforated pipe lines.

2. Additions to Facility; Removal; No Liability to the City of Caldwell Additions to the facility (if any), such as park benches or additional landscaping, shall be considered temporary and may be removed by the City of Caldwell or the Association when heavy maintenance of the facility is needed. In the event that any of these additional items are moved, the City of Caldwell shall have no liability relating to the removal and shall have no responsibility to repair or replace any items moved. The sole responsibility for the repair and/or replacement thereof shall be with the Association.

3. Light Maintenance. The Association shall have the duty to perform the light maintenance of the pond as follows:

A. Monthly Inspection of Pond. Monthly visual inspections of the pond shall be performed by the Association to check for bank stability, water spots, water entering the pond from adjacent lots, rodent holes and bank erosion. In the event that any of these items are found, the Association shall have a licensed contractor make the necessary repairs.

B. Monthly Inspection of Underground Storm Drain Facility. Monthly visual inspections of the underground storm water drain facility shall be performed by the Association to check for clogging or standing water in or on the piping, the manholes, sand and grease traps or other structures. In the event that any of these items are found to be clogged the Association shall contact the City of Caldwell so that the City of Caldwell can perform their "heavy" maintenance responsibilities. If the City

declines to perform this maintenance, then the Association shall have a licensed contractor make the necessary repairs or clean the facilities.

C. Mowing and Maintenance of Landscaping. *The Association shall perform the normal surface routine maintenance such as mowing lawns, fertilization, weed control, and irrigation of any landscaping. Any lawn placed in the pond shall be maintained in a healthy condition.*

D. Trash Cleanup. *Any trash found during the periodic inspections shall be collected and removed from the pond and disposed of properly offsite.*

2.5.3 Association Failure to Maintain; Remedies. In the event that the City of Caldwell determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Manual above, then the City of Caldwell shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within that 30 days the Association may undertake to initiate and conclude all maintenance defects as identified by the City of Caldwell. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by the City of Caldwell within the prescribed thirty (30) days, then in that event, the City of Caldwell may begin to undertake such maintenance. The City of Caldwell is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform such inspection and maintenance of the Common Areas identified herein.

Should the City of Caldwell engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. The City of Caldwell shall first bill the Association and if such bill shall not be paid within sixty (60) days, then the City of Caldwell shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of

sale as to each and every lot in order to secure payment of any and all assessments levied against all lots pursuant to the CC&R's as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by the City of Caldwell.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and storm drain facilities contained therein without the prior written approval from the City of Caldwell.

The Association and all lot owners by accepting title to a lot agree that all lot owners within these subdivisions are benefited property owners of such maintenance.

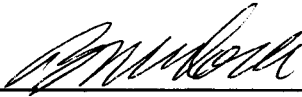
2.6 Notice of Adjoining Development. All Owners in Sienna Hills No. 8 are hereby notified that the property owned by Declarant adjacent to Sienna Hills Subdivision No. 8 may be developed as some kind of development other than single family residential. This property may be developed as any number of uses, including but not limited to, offices, commercial, multi-family (apartments etc.), town houses, or any other uses or combination of uses approved by the City of Caldwell. Each Lot Owner in Sienna Hills Subdivision No. 8 purchases their Lot with the full understanding and knowledge of the foregoing and acknowledges and agrees not to object to any such use or development of the adjacent property.

[end of text; signature page follows]

Dated this 3rd day of June, 2019.

IN WITNESS WHEREOF, Declarant has executed this Declaration.

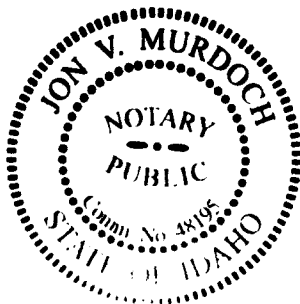
Sienna Hills Development Corporation,
an Idaho Corporation

by 
name R. Bruce Murdoch
title President

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3rd day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Bruce Murdoch, known or identified to me to be the President of Sienna Hills Development Corporation, the corporation that executed the within and foregoing instrument, 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.





Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: Oct 9, 2024

EXHIBIT A



Professional Engineers, Land Surveyors and Planners

826 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Sienna Hills Development Corp.
JOB No.: MR1218
DATE: March 19, 2018

SIENNA HILLS SUBDIVISION No. 8 PARCEL DESCRIPTION

This parcel is a portion of the NW1/4 SW1/4, and a portion of the SW1/4 SW1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Caldwell, Canyon County, Idaho, more particularly described as follows:

Commencing at the southwest of the SW1/4;

Thence N 00° 34' 20" E a distance of 1130.21 feet along the west boundary of the SW1/4;

Thence S 89° 47' 23" E a distance of 339.27 feet to the **POINT OF BEGINNING**;

Thence N 00° 00' 35" W a distance of 505.81 feet;

Thence along a curve to the left, having a radius of 218.44 feet, a delta angle of 26° 56' 00", and whose long chord bears N 26° 02' 42" W a distance of 101.74 feet;

Thence N 31° 46' 19" W a distance of 34.50 feet;

Thence N 06° 22' 10" W a distance of 95.12 feet;

Thence N 42° 04' 10" W a distance of 206.98 feet;

Thence N 01° 31' 10" W a distance of 176.40 feet;

Thence N 32° 19' 40" W a distance of 108.22 feet;

Thence along the southerly and westerly boundaries of Sienna Hills Subdivision No. 7 the following courses and distances;



Professional Engineers, Land Surveyors and Planners

Thence S 89° 25' 40" E a distance of 206.04 feet;

Thence S 58° 37' 22" E a distance of 61.71 feet;

Thence S 89° 25' 40" E a distance of 121.50 feet;

Thence S 00° 34' 20" W a distance of 67.00 feet;

Thence S 19° 22' 41" E a distance of 105.23 feet;

Thence S 28° 44' 03" E a distance of 171.30 feet;

Thence S 17° 17' 36" E a distance of 53.01 feet;

Thence S 16° 30' 10" E a distance of 204.36 feet;

Thence S 00° 00' 35" E a distance of 108.19 feet;

Thence S 07° 45' 44" E a distance of 28.07 feet;

Thence along the westerly and southerly boundaries of Sienna Hills Subdivision No. 5 the following courses and distances;

Thence S 07° 45' 44" E a distance of 172.08 feet;

Thence S 32° 06' 55" E a distance of 57.93 feet;

Thence S 13° 19' 14" E a distance of 80.00 feet;

Thence N 74° 23' 50" E a distance of 115.77 feet;

Thence N 52° 06' 56" E a distance of 57.02 feet;

Thence N 74° 23' 50" E a distance of 132.09 feet;

Thence N 86° 56' 41" E a distance of 71.01 feet;

Thence S 03° 51' 17" E a distance of 15.40 feet;

Thence leaving the southerly boundary of Sienna Hills Subdivision No. 5 S 89° 36' 47" W a distance of 39.06 feet;

Thence along a curve to the right, having a radius of 1950.00 feet, a delta angle of 04° 25' 20", and whose long chord bears S 01° 29' 13" E a distance of 150.47 feet;



Thence S 00° 43' 27" W a distance of 284.02 feet;

Thence S 88° 34' 47" W a distance of 138.90 feet;

Thence N 61° 25' 01" W a distance of 61.20 feet;

Thence N 89° 25' 47" W a distance of 476.00 feet;

Thence N 00° 34' 20" E a distance of 109.01 feet;

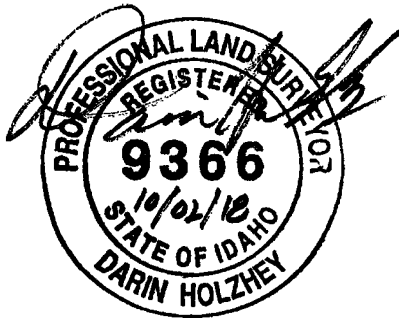
Thence N 07° 47' 40" E a distance of 53.42 feet;

Thence N 00° 10' 09" W a distance of 41.28 feet;

Thence N 89° 47' 23" W a distance of 28.74 feet to the **POINT OF BEGINNING**.

This parcel contains 13.221 acres, more or less.

Also, this parcel is subject to all easements and rights-of-way of record or implied.



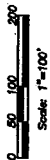
Mason &
Associates Inc.

Professional Engineers, Land Surveyors and Planners
Page 3 of 3

REDACTED

2019-026210
RECORDED
06/14/2019 09:50 AM
064444883 1997252 1000441
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Page# 10021AL
P.U.T
MAJON & ASSOC \$11.00

[Signature]



LEGEND

| Calculated point | Found brass cap measurement | Found 1/2 inch dia. iron pin |
|-----------------------------|-----------------------------|------------------------------|
| Set 5/8 inch dia. x 30 inch | Set 5/8 inch dia. x 30 inch | Set 1/2 inch dia. x 24 inch |
| 16/plastic cap PLS 9368 | 16/plastic cap PLS 9368 | 16/plastic cap PLS 9368 |

Block Number

Block Number
Boundary line
Lot Line
Section line
Section to lines and details
Street centerline
Easement line
Unless otherwise noted within shall be
0 foot utility and irrigation easement
0 foot utility and irrigation boundary
0 foot utility and irrigation easement along
street frontage and rear lot lines.

NOTE
SEE SHEET 2 OF 4 FOR LINE & CURVE INFORMATION AND NOTES

Mason & Associates
Professional Engineers,
Land Surveyors
& Planners
504 3rd St. South, Naples, FL 34101
Phone: (813) 984-1000 Fax: (813) 984-1100

MIR1218002 08/04/19
SHEET 1 of 4
BK. 48, PG 30

A circular official stamp from the State of Maryland, Department of Transportation. The outer ring contains the text "STATE OF MARYLAND" at the top and "DEPARTMENT OF TRANSPORTATION" at the bottom. In the center, the number "9366" is handwritten in large, bold digits. Below the number, the date "6/11/10" is handwritten. The stamp is partially obscured by a large, dark, handwritten signature or scribble that crosses over it from the top left.

