



FILED FOR RECORD AT THE REQUEST OF
SHENANDOAH WEST NEIGHBORHOOD
ASSOCIATION, INC.
P.O. BOX 45298
BOISE, IDAHO 83711

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHENANDOAH WEST SUBDIVISION Nos. 1, 2, 3, 4, 5 and 6 ("Declaration") is made by Shenandoah West Neighborhood Association, Inc. ("Association") and shall become effective upon the filing of these Restrictions for record in the office of the Recorder of Ada County, Idaho.

RECITALS

1. Pursuant to the Deed and Conveyance of Covenant Rights recorded as Instrument No. 101047980 in the real property records of the Ada County Recorder Office on May 18, 2001, Sherwood West Development, Inc. ("Sherwood") did grant, bargain, sell, convey and transfer to Shenandoah West Neighborhood Association, Inc. aka Shenandoah West Property Owners Association, Inc. all powers, rights, title and interest of Sherwood in and to the Declaration of Covenants, Conditions and Restrictions for:
 - a. SHENANDOAH WEST SUBDIVISION NO. 1 recorded as Instrument No. 8135588;
 - b. SHENANDOAH WEST SUBDIVISION NO. 2 recorded as Instrument No. 8421334;
 - c. SHENANDOAH WEST SUBDIVISION NO. 3, being a re-plat of No. 2, recorded as Instrument No. 8564606;
 - d. SHENANDOAH WEST SUBDIVISION NO. 4 recorded as Instrument No. 8736887;
 - e. SHENANDOAH WEST SUBDIVISION NO. 5 recorded as Instrument No. 8955254; and
 - f. SHENANDOAH WEST SUBDIVISION NO. 6 recorded as Instrument No. 9032601.
2. The Owners within the Shenandoah West Subdivisions desire to amend and replace those above identified Declaration of Covenants, Conditions and Restrictions for the Shenandoah West Subdivisions 1, 2, 3, 4, 5 and 6 with this Declaration as set forth herein.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SECTION 1 - GENERAL PROVISIONS

The Association, also referred to herein as "Grantor" hereby declares that there is to be established a general plan for the development, improvement, maintenance and protection of the real property embraced within the boundaries of the SHENANDOAH WEST SUBDIVISIONS 1, 2, 3, 4, 5 and 6 (the "Plat" or "Real Property"), and the Grantor does hereby establish the Declaration as set forth in the following Sections. The Declaration herein provided shall attach to and shall pass with the Real Property hereinbefore conveyed to the Grantee, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title or interest in and to said Real Property, whether acquired through voluntary act or through operation of law. Now, therefore, Grantor hereby declares that all of the Real Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Property and be binding on all parties having any right, title or interest in the described Real Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The term, "Grantor" shall refer to the Association, any person, association or entity to whom the rights of the Grantor, as set forth in this Declaration, shall be specifically transferred.

The term, "Grantee" shall refer to any person, association, or corporation who shall hereafter assert or claim any right, title, claim or interest in and to said Real Property, or any part and parcel thereof, whether as successors in title or otherwise, and where voluntary or by operation of law.

The Grantor hereby covenants for all of said Real Property and each Grantee by ratification of this Declaration, or by acceptance of a deed or contract for purchase therefore, whether it shall be so expressed in any such deed or other conveyance or agreement for conveyance is deemed to covenant and agree to comply with and abide by this Declaration and agrees for himself, his heirs, administrators, and assigns to be bound by each of these covenants, restrictions, reservations, and servitudes jointly, separately and severally.

Should the Grantee violate or attempt to violate any of the provisions of this Declaration, Grantor or any other person or persons owning any Real Property, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any provision set forth in this Declaration, either to prevent him or them from so doing, to mandate compliance, or to recover damages sustained by reason of such violation.

Should the Grantor employ counsel to enforce any provision in this Declaration, all costs incurred in such enforcement, including reasonable attorney fees, shall be paid by the owner of such lot or lots embraced within the Plat, and the Grantor shall have a lien upon such lot or lots to secure payment of all such accounts.

The breach of this Declaration, by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but this Declaration shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

No delay or omission on the part of the Grantor or the owners of Real Property to enforce any right, power, or remedy herein provided, in the event of any breach of this Declaration shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Grantor for or on account of a failure to bring any action on account of any breach of this Declaration, or for imposing any provision in this Declaration which may be unenforceable.

The provisions set forth in this Declaration are cumulative and all remedies provided herein for their breach are in addition to any rights and remedies provided by local or state laws and not in lieu thereof.

Invalidation of any provisions, sentence, or paragraph contained in this Declaration by judgment or court order shall in not affect or invalidate any of the other provisions, but the same shall be and remain in full force and effect.

Approval by a city or county governing board vested with the responsibility of reviewing planning and zoning having jurisdiction over these subdivisions, of an application made by any Grantee which is in conflict with any provision of this Declaration shall in not affect or invalidate this Declaration and this Declaration shall remain in full force and effect, and subject to enforcement and remedies for violation hereof.

SECTION 2 - LAND CLASSIFICATION AND DEFINITIONS

- a. Lot: A lot shall be any plot or tract described in the above recorded plats which is designated for residential construction and shall exclude those portions of said plat which are common areas, city park parcels, and recreational parcels identified more particularly as:
 1. Shenandoah West Subdivision #1:
 - a. Lots 2 and 3, Block 4, which are reserved for recreational purposes, and which shall be maintained and owned by the Shenandoah West Tennis Court Association, or a successor entity, which shall construct tennis courts and related facilities on such property and shall provide memberships for a fee to residents of the Properties, or residents of the Properties and the general public, as the tennis court association shall direct. The membership of any lot in the properties shall not entitle such owner to membership in any such tennis court association nor entitle such owner to any rights to occupy these recreation parcels, except by an instrument signed by the grantor or the tennis court association providing such rights. The owner of the recreation parcels shall maintain such parcels in a clean and attractive manner, which requirement shall inure to the benefit of all owners of lots within the Properties.

- b. Lots 1 and 18, Block 4, which are reserved for common area for the Shiloh Homeowners Association. Inc.
2. Shenandoah West Subdivision #2:
 - a. Lots 15, Block 1 and Lot 7 Block 5, which are reserved for recreational purposes, and which shall be maintained and owned by Boise City. The owner of the recreational parcels shall maintain such parcels in a clean and attractive manner, which requirement shall inure to the benefit of all owners of lots within the Properties.
3. Shenandoah West Subdivision #4:
 - a. Lot 54, Block 4, which are reserved for recreational purposes, and which shall be maintained and owned by Boise City. The owner of the recreational parcels shall maintain such parcels in a clean and attractive manner, which requirement shall inure to the benefit of all owners of lots within the Properties.
4. No residential lot shall be divided into two or more building sites except as provided for in these Restrictions or with prior written permission of the Grantor.
 - b. Building Site: A building site shall consist of at least (1) one of the residential tracts or lots as platted on said plat, or (2) a parcel composed of one or more such residential tracts or lots or portions thereof, the depth and frontage of which parcel shall be similar to or exceed the depth and frontage of residential tracts on lots as platted in the same block or immediate vicinity.
 - c. Shenandoah West Subdivision No. 1: Duplex Lots: Lots 4, 5, 6, 7, and 8, Block 4, are designated for the construction of duplexes thereon. A duplex may be constructed on each of said lots, subject to front, rear, and side yard setbacks, except that the interior walls and boundaries of the dwellings constructed on each lot may touch.
 - d. Shenandoah West Subdivision No. 1: Townhouse lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28. Block 4 are designated for the construction of townhouses thereon. A single story townhouse may be constructed on each said lots. Subject to front, rear, and side yard setbacks, as set forth by city code and the conditional use permit issued on the plat.
 - e. Shenandoah West Subdivision No. 2: Patio Home Lots: Lots 21 through 41, Block 1, are designated for the construction of patio homes thereon. A patio home may be constructed on each said lots. Subject to front, rear, and side yard setbacks, as set forth by city code and the conditional use permit issued on the plat.
 - f. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, or townhouse unit, patio home, duplex units, which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- g. Shiloh Homeowners Association shall mean and refer to an association formed by owners of townhouses constructed on Shenandoah West Subdivision No. 1 Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28. Block 4.
- h.. Shenandoah West Homeowners Association Board of Directors (the "Board") shall mean and refer to the duly elected Board of Directors for the Shenandoah West Homeowners Association and the Board's designee as it may appoint from time to time.
- j. Properties: Shall mean and refer to that certain real property described herein filed with reference to lots and blocks in SHENANDOAH WEST SUBDIVISIONS Nos. 1, 2, 3, 4, 5 and 6.
- k. Single Family: An individual, doing his own cooking, and living upon the premises as a separate housekeeping unit, or a collection body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.
- l. Park – Shall mean and refer to the Boise City Park.

SECTION 3 - BUILDING RESTRICTIONS

Except for SHENANDOAH WEST SUBDIVISION No. 5 Lot Fifty seven (57) Block One (1) all lots and improvements, except those parcels identified in Section 2(c) above, shall be used exclusively for single family residential living purposes and such uses as are customarily incidental thereto, unless otherwise specified on a recorded plat or in a supplemental declaration covering a lot within said Subdivisions:

- a. Except as provided in section 2, no lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests as customarily incidental to a residence designed and constructed in accordance with the provisions of these covenants relating to approval by the Board and containing a floor area of not less than approved by the Board. This provision is not intended to be exclusionary on those bases set forth in the Fair Housing Act and other applicable law.
- b. No structure or above-ground improvements shall be permitted on any lot which are detached or separated from the principal structure unless located within a reasonable compact area adjacent to the principal structure and unless designed as a single visual element connected or related visually with the principal structure by fencing or other architectural features and in accordance with other requirements of this Declaration.
- c. No dwelling or residential structure and no other structure or above-ground improvements shall rise more than two stories from the ground level unless approved by the Board.
- d. No house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any lot within said subdivisions.

- e. All residential building sites subject to this Declaration shall remain of the size and dimensions shown upon the recorded plat referenced herein, save and except where a change may be made in connection with the reservations relative to such change made in accordance with the provisions of this Declaration and the law thereunto appertaining.
- f. No house, garage, outbuildings, fence or other structure shall be built, erected, placed, materially altered or materially repaired including without limitation the altering repair of surface colors or textures on any lot in the unit or subdivisions unless and until the building plan specifications and plot plan have been reviewed in advance by the Board and the same has been approved conditionally or otherwise. Said review and approval shall include without being restricted, topography, finish ground elevations, landscaping, drainage, color, material design, artistic conformity to the terrain and other residences in the area, and architectural symmetry. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of said improvements. It shall not be the intent of this Declaration to control the interior layout or design of said structures.
- g. No building or structure shall be moved onto said real property from any land outside said plat except a new prefabricated structure of a type and design approved by the Board.
- h. Unless otherwise specifically approved in writing by the Board, hereinafter provided for, no dwelling house or garage or any part thereof or any other structure, (exclusive of fences and similar structures) shall be placed nearer than twenty (20) feet to the front or fifteen (15) feet to the rear of the building site on which it is located. No building foundation or wall shall be erected nearer than five (5) feet to any side lot line, and upon corner lots all buildings shall be at least fifteen (15) feet from the side street line; this provision shall also apply to garages or other buildings located on the rear quarter of any lot. For the purpose of this covenant, eaves, sewer, steps, chimneys, gutters, bays and open porches shall not be considered as a part of the building, PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a building or any site to encroach upon any other site. Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house. The side yard setback requirements shall not apply to the interior and abutting walls of duplexes constructed or to be constructed on SHENANDOAH WEST SUBDIVISION No. 1 Lots 4, 5, 6, 7, and 8, Block 4, and all front, rear and side yard setback requirements shall not apply to the townhouses constructed or to be constructed by Grantor on SHENANDOAH WEST SUBDIVISION No. 1 lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4 nor to the patio homes on SHENANDOAH WEST SUBDIVISION No. 2 lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, Block 1.
- i. All buildings shall be of frame, stone, brick, concrete or block construction and, if other than brick or stone, shall be finished and painted and kept in good repair, and said property shall be used in such manner as to be inoffensive to any other Owners.
- j. Roofing material must be cedar shakes, tile, composite concrete, architectural grade asphalt shingles (minimum 30 year life), PABCO weathered wood architectural shingles, or other material substantially similar and approved in advance by the Board.

- k. Each and every Grantee who owns a lot in SHENANDOAH WEST SUBDIVISION Nos. 1, 2, 3, 4, 5 and 6 agrees to be bound by all articles, rules, by-laws, regulations and assessments that any existing or future Shenandoah West Homeowners Association having jurisdiction over these dwelling sites may establish.
- l. Each and every Grantee who owns a townhouse unit constructed or to be constructed on SHENANDOAH WEST SUBDIVISION No. 1 Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 4, agrees to be bound by all articles, rules, by-laws, regulations and assessments that any existing or future Shenandoah West Homeowners Association and Shiloh West Homeowners Association having jurisdiction over these dwelling sites may establish.
- m. SHENANDOAH WEST SUBDIVISION No. 6 Lot Fifty seven (57), Block One (1) is currently occupied by the Settlers Irrigation District Canal and its use and maintenance are regulated by and agreement between the Grantor, Boise City and the Settlers Irrigation District.

SECTION 4 - APPROVAL OF PLANS

The Board shall appoint an Architectural Review Committee ("Committee") to review plans of all buildings and fences to be erected to any building site embraced in the Plat. All such plans shall be submitted to the Committee, which shall exercise all rights granted by the Board. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location on the particular building site shall be submitted to the Committee before any construction or alteration is started. Such construction, alteration or improvement shall not be commenced until written approval is given by the Committee.

No plan shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two members of the Committee, provided that approval shall be deemed given if the Committee fails to approve or disapprove a proposed change or to make additional requirements or request additional information within forty-five (45) days after a full and complete description of the proposed change has been furnished in writing to the Committee with a written and specific request for approval.

Grantee agrees that the actions of the Committee shall be wholly discretionary and shall be binding upon Grantee whether exercised or not.

As to all improvements, constructions and alterations upon any building site, the Committee shall have the right to refuse improvements, construction or alterations, which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing upon such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or other structure or alterations therein as planned when viewed from the adjacent or neighboring property, effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors,

which, in the Committee's opinion, shall affect the desirability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as approved.

The Board of Directors will have the responsibility to appoint and oversee the members of the Committee. The Committee will consist of at least five voting members from the Grantees within the Shenandoah West Homeowners Association that are current in their association dues. The Committee can consist of any number of members of the Board of Directors. It is expected that the Committee can approve changes with a majority of voting members of the Committee. The Committee is responsible to respond to all requests in a timely manner and monitor any changes to ensure consistency with those changes that it has approved. The cessation of the Committee shall not alter or eliminate the rights of any Grantee to enforce this Declaration and the provisions hereof which shall continue to assure harmony among and between the residential dwellings in the Properties. The Committee will have responsibility for all property within Shenandoah West Subdivisions Nos. 1, 2, 3, 4, 5, 6 including those properties within the Shiloh Homeowners Association on Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 4 Shenandoah West Subdivisions No. 1.

Grantee specifically agrees with Grantor that such Committee, its members, and the Grantor shall incur no liability for any omission or act by any of said above-named parties under section 4 of these Restrictions.

The Grantor and the Committee shall endeavor to consider each request for a variance in an impartial and just manner regardless of race, color, religion, sex, handicap, familial status or national origin.

Grantor reserves the right to construct residences and other improvements upon any residential lot building site in said subdivisions, and to offer said lots, together with the completed residence and structures thereon, for sale to individual grantees.

SECTION 5 - TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

SECTION 6 - PROSECUTION OF CONSTRUCTION WORK

The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, yard turfing and landscaping, within 8 months from the date of commencement of construction unless prevented by causes beyond the control of the Grantee and only for such time that such cause continues.

SECTION 7 - WELLS AND WATER SYSTEMS

Each lot and dwelling unit(s) thereon shall be connected to the Boise Water Corporation municipal water provided for and installed in said subdivisions. Grantee shall be responsible for

the hook-up fees, cost charges and assessments and Grantor may recover funds advanced, if any, to obtain preliminary construction.

SECTION 8 - IRRIGATION

Irrigation water from existing surface water rights to the properties is not provided and Grantor assumes no responsibility for providing water for irrigation or lawn sprinkling except through the domestic water system installed as provided in Section 7. The Grantor has complied with the requirements of Idaho Code Section 31-3805, Subsection 1, regarding the transfer of irrigation water rights from the Grantors property rights recorded as:

Subdivision 2: 8419902 in records of Ada County.

Subdivision 4: 8669020 in records of Ada County.

Subdivision 5: 8952393 in records of Ada County.

Subdivision 6: 9023947 in records of Ada County.

Grantees are advised that water deliveries have not been provided; Grantees will remain subject to all assessments levied by the Nampa and Meridian Irrigation District; Grantees, as purchasers of lots, shall be responsible to pay all legal assessments; the assessments are liens on the land within the Nampa and Meridian Irrigation District and Grantees may, at a future date, petition the Nampa and Meridian Irrigation District for exclusion from the district.

SECTION 9 - OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lots, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or any other reasons shall be erected, maintained or permitted upon any lot.

SECTION 10 - BATHROOM, SINK AND TOILET CONVENIENCES

All bathroom, sink, and toilet facilities shall be connected by underground pipes with the collection system lines of the Boise City Municipal Sewer System, its successors or assigns, or such other corporation, association or company which may be legally qualified to operate and maintain such sewage collection system lines.

SECTION 11 - SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any residential lot or parcel in said subdivisions. All sewage disposal shall be through an underground collection system approved by and constructed to the standards of state and local health authorities. Sewage effluent shall be collected from the Subdivisions by the Boise City Municipal Sewer System, the hook-up fees, costs, charges and assessments for which shall be the responsibility of Grantee, and Grantor may recover funds advanced, if any, to obtain preliminary construction.

SECTION 12 - REFUSE DISPOSAL, STORAGE OF MATERIALS

No machinery, vehicles, appliance or structure or unsightly material may be stored upon the real property, nor shall trash, garbage, ashes or other refuse be thrown in, dumped, burned or otherwise disposed of upon the real property. No building material of any kind shall be placed or stored upon a building site until the Grantee is ready to and able to commence construction, and then such materials shall be placed within the property line of the building site upon which structure is to be erected. The Grantor shall have the right to enter upon any vacant building site for the purposes of burning or removing weeds, brush, growth or refuse at the expense of the Grantee.

SECTION 13 - FENCES AND HEDGES

No fence, hedge or boundary wall situated upon a building site shall be constructed except upon approval of the Committee as provided in this Declaration. Chain-link fences are hereby prohibited on any residential parcel, except where required by the Grantor or a public agency to secure utility sites, irrigation or drainage facilities or other public use as deemed necessary, or when required to secure and screen the recreation facilities to be erected on SHENANDOAH WEST SUBDIVISION No. 1 Lots 2 and 3, Block 4. All other fences shall be subject to the following criteria:

- a. Design: subject to dimensional and location criteria which follow, all fences which are placed on any residential parcel shall be of "picket, dog eared or grape-stake" construction except that any fences in front yard areas and on all lot lines common to or within Twenty (20) feet of THE PARK shall be either open rail or wrought iron fences less than or equal to 4 feet in height, measured from the top rail with no posts exceeding 4 1/2 feet, or if the fence is solid in appearance such as "picket, dog-eared or grape stake" shall be less than 3 feet in height measured from the highest point. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences.
- b. Height and Location: No fence or hedge situated anywhere upon any building site shall have a height greater than six (6) feet or such other heights as the Committee may specify, above the finished graded surface of the ground upon which such fence or hedge is situated. No fence or hedge, with an elevation above three (3) feet as measured on the top rail shall be permitted in front of building setback requirements or the front of the dwelling structure or within twenty (20) feet of the park, whichever is greater, without the prior special written consent of the Committee.
- c. Sight Obstruction: No fence, hedge or shrub planting which obstructs sight lines at elevations between three (3) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such

distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

- d. Spite Fences: The construction or maintenance of a spite fence, spite tree or spite hedge shall be prohibited upon any building site. The determination by the Grantor that any wall, fence, hedge, or tree falls within the latter category shall be conclusive upon all parties.

SECTION 14 - NOXIOUS USE OF PROPERTY

No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any trade or business or professional activities, and no noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. The Grantor shall have the unqualified right to determine whether any such act or activity is noxious or undesirable and such determination shall be binding upon all parties including Grantee and his successors in interest.

SECTION 15 - BILLBOARDS, SIGNS

No signs or billboards of any kind or for any use shall be erected, painted or displayed upon any of the real property. The names of resident owners of building sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Committee. The Grantor reserves the right to display signs during the period the Grantor or his authorized agent is selling building sites.

SECTION 16 - RESTRICTIONS AGAINST USE DETRIMENTAL TO NEIGHBORHOOD

No part of any building site shall be used or occupied, as a residence or other, so as to have any injurious effect upon the use, occupancy or value of any adjacent premises for the usual and customary residence purpose as established by the manner of use in the general area or neighborhood. As to whether any use or occupancy violates the provisions of this Declaration, Grantor and Committee, in their sole discretion, may make such determination based upon any reason, aesthetic or otherwise, including failure to maintain the premises, that any activity or use violates this provision. This covenant shall attach to and pass with all property in said plats and be binding upon all persons who may from time to time own or claim any right, title or interest in and to any said property.

SECTION 17 - EASEMENTS

- a. In SHENANDOAH WEST SUBDIVISION No. 1 easements to permit the doing of every act necessary and proper to the playing of tennis on the tennis courts adjacent to the lots which are subject to these restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of tennis balls from such lots, the flight of tennis balls over and upon such lots, the use of necessary and usual equipment upon such tennis courts, the usual and common noise level created by the playing of the game of tennis, together with all the other common and usual activity associated with the game of tennis and with all the normal and usual activities associated with the operation of a tennis club.

- b. Telephone and Electric service: All lots shall be served by underground electrical and telephone lines. The services shall be installed in road or easement right of way as platted. Each Grantee agrees at his sole expense to pay for costs and hook on charges as established by the Idaho Power Company for the underground sewer service facilities and to Mountain states Telephone and Telegraph Company, or their successors, for telephone facilities, as a condition precedent to connecting thereto. Grantor shall not be liable for the cost thereof but may recover funds advanced, if any, to obtain preliminary installation.
- c. The Grantor reserves such easements as shown and noted on said plat for the purpose of constructing water mains, drainage ponds, drainage ditches, electric distribution lines, sewer lines, gas pipelines and such other public utilities as shall be necessary, convenient and desirable for the Grantees and owners of said lots and parcels henceforth.
- d. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements.
- e. An easement is hereby granted to the Idaho Power and Mountain States Telephone Company, a corporation, its licensees, successors and assigns, a permanent and perpetual easement and right of way, sufficient in width to install and maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter described, at all reasonable times, to construct, maintain and repair underground power lines, through, under and across said land, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers, shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines on and across the following premises, belonging to the said owner in Ada County, State of Idaho in the following location, to-wit:
 - a. In SHENANDOAH WEST SUBDIVISION NO. 1, Ada County, Idaho, a strip of land running from the street right of way or utility easements as shown on the plat to a point or points on said boundary line which are directly opposite from the electrical service entrance facilities on the building constructed on the building sites on each side of the boundary line; thence, strips of land each ten (10) feet wide, one on each building site running directly from said point or points on the boundary line to the correspondingly opposite electrical service entrance facilities on the buildings constructed on said building sites. The actual building site may be a lot as shown on SHENANDOAH WEST SUBDIVISION NO. 1 plat or a combination of portions of lots intended to comprise a building site.
 - b. In SHENANDOAH WEST NO. 2, 4, 5, 6 SUBDIVISIONS, Ada County, Idaho, a strip of land running from the street right of way or utility easements as shown on the plat to a point or points on said boundary line which are directly opposite from the electrical service entrance facilities on the building constructed on the building

sites on each side of the boundary line; thence, strips of land each FIVE (5) feet wide, one on each building site running directly from said point or points on the boundary line to the correspondingly opposite electrical service entrance facilities on the buildings constructed on said building sites. The actual building site may be a lot as shown on SHENANDOAH WEST SUBDIVISION Nos. 2, 4, 5, 6 plats or a combination of portions of lots intended to comprise a building site.

The electrical system generally will consist of buried power wires, transformers, junction boxes and other equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent premises.

SECTION 18 - GENERAL COVENANTS

- a. **Occupancy Limitations:** No dwelling or residence on any Lot or other Property area created under any Supplemental Declaration shall be used for living purposes by more persons than it was designed to accommodate comfortably.
- b. **Maintenance of Property:** All property within the Subdivisions and all improvements on any such property shall be kept and maintained by the Owner thereof in clean, safe, attractive, and sightly condition and in good repair.
- c. **No Hazardous Activities:** No activities shall be conducted on any property within the Subdivisions and no improvements construction on any such property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon such property; and no open fires shall be lighted or permitted on such property except in a self-contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.
- d. **No Unsightliness:** No unsightliness shall be permitted on any property within the Subdivisions without limiting the generality of the foregoing, all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view. Screened from view shall mean that nothing is visible above a fence line as viewed from the street, sidewalk or any neighboring properties at nominal grade ground level by a person of six feet or less. Trailers, recreational vehicles, trucks, boats, campers, externally visible Radio and T.V. antennas, T.V. dishes, garden or maintenance equipment, or vehicles, other than automobiles, shall be kept at all times except when in actual use, in an enclosed structure or screened from view. Externally visible video antennas, TV antennas, and wireless cable antennas shall be screened from view unless such screening prohibits an acceptable quality reception or imposes an unreasonable expense or delay of installation. Direct-to-home satellite dishes that are less than one meter (39.37") in diameter or smaller shall be permitted. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view of adjacent dwellings and streets. Refuse, garbage, and trash containers should be set out no sooner than the day before pickup and should be removed on the day of pickup. Service areas, storage piles, compost piles and facilities for

hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antenna and other facilities for the transmission or reception of audio or visual signals and gas, oil, water or other tanks, shall be screened from view or located below the surface of the ground; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any such property. Notwithstanding the foregoing, if at any time of the occupancy of any approved structure, connections to a nearby underground electricity line, telephone line, or television cable is not available, then temporary poles or wires for electricity, telephone or television antenna, as the case may be, may be installed to a reasonable necessary height provided that they shall be promptly removed at the expense of the owner after the availability of connections to nearby underground lines or cables, and, at any time, a television antenna to receive a signal from a booster or translator, no larger or more conspicuous than is necessary, may be installed, but if possible shall be installed in the attic or garage.

No working or commercial trucks, vans, recreational vehicle, trailer, ATV, or boat, shall regularly or as a matter of practice be parked upon any building site nor on the street adjacent thereto, unless properly garaged, or unless stored in the back yard screened from view from the adjacent public right of way.

- e. No outbuilding, recreation vehicle, trailer, boat, camper, pet pen, or any other unsightly object shall be built, stored or parked within twenty (20) feet of the park.
- f. No Annoying Lights, Sounds, or Odors: No light shall be emitted from any property within the Subdivisions which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any property which is unreasonably loud or annoying and no odor shall be emitted on any property which is noxious or offensive to others.
- g. Restrictions on Animals: No animals, birds, insects or livestock shall be kept on any property within the subdivisions except domesticated dogs, cats or other common household pets which do not reasonably bother or constitute a nuisance to others and on such portions of roads and other public ways or easements as may be designed or permitted for such use from time to time by Grantor. No dogs or cats in excess of three in total shall be kept by any residential household within said Subdivisions and no animals of any kind shall be bred or kept for commercial purposes. All dogs must be leashed when not restricted on the Property where it regularly resides.
- h. Restrictions on Signs: No signs or advertising devices of any nature shall be erected or maintained on any property within the subdivisions except as necessary to identify the ownership of such property and its address; or to show such property is for sale or for rent; or as may be necessary or desirable to give direction, advice or rules and regulations or caution or warn of danger; and such signs as may be otherwise required by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on such property only with the prior written approval of the Committee, which approval shall be given only if such signs shall be of attractive design in keeping with the scenic and rustic nature of such property and shall be as small in size as is reasonably possible and

shall be placed or located as directed or approved by the Committee. Nothing herein shall prohibit Grantor from using signs to advertise the development and construction of the Properties.

- i. Other Restrictions for Additional Areas: Grantor, by any Supplemental Declaration, may impose other restrictions or alter these restrictions as to the property within the Subdivisions.
- j. Construction Period Exception: During the course of actual construction of any permitted structures or improvements, the restrictions contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and provided that, during the course of such construction, nothing is done which will result in a violation of these restrictions upon completion of construction.

SECTION 19 - REQUIRED APPROVAL OF ALL CHANGES
OF DESIGNATION WITHIN THE SUBDIVISIONS

- a. Criteria for Approval: The Grantor shall have complete discretion to approve or disapprove any change in the existing state of property within the Subdivisions, but shall exercise such discretion with the following objectives in mind among others: To carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any Supplemental Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any changes will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions.
- b. Conditions Precedent to Approval: Prior to expenditures of any substantial time or funds in planning of any proposed change in the existing state of property within the Subdivisions, the owner of such property, other than Grantor, shall advise the committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss, the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed change in existing state of such property is determined and prior to the commencement of work to accomplish such change, and Committee shall be furnished in duplicate, by such property owner, other than Grantor, with a complete and full description of the proposed change in writing and with a plot plan covering the particular lot, or other property, drawn to such scale as may be reasonable by the Committee. No proposed change in the existing state of property shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least

three members of the Committee, providing that approval shall be deemed given if the Committee fails to approve or disapprove a proposed change or to make additional requirements or request additional information within forty-five (45) days after a full and complete description of the proposed change has been furnished in writing to the committee with a written and specific request for approval.

- c. **Prosecution of Work After Approval:** After approval by the committee of any proposed change of designation of property within the Subdivisions, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications therefore given to the Committee. Failure to accomplish the change within the six months after the date of approval (subject to strikes and acts of God) or to complete the proposed change strictly in accordance with the description thereof and plans and specifications therefore shall operate to automatically revoke the approval of the proposed change and, upon demand by the Committee, such property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon such property at any reasonable time or times to inspect the progress or status changes in the existing state of such property being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of property has not been approved or that any approval given has been automatically revoked.

SECTION 20 – AMENDMENT

- a. By Grantor. The duly elected Board of Directors of Grantor may amend these Restrictions at any time for the sole purpose of complying with city, county, state and federal law. Notice of such amendment shall be provided to each Real Property owner before or after the amendment becomes effective.
- b. By Owners. Amendment to this Declaration shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of the Real Property owners representing more than two-thirds (2/3) of the total Real Property owners entitled to vote on such amendment. Such amendment shall be effective upon its filing of record with the Ada County Recorder’s Office.
- c. Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Real Property owners and their respective Real Properties notwithstanding that such Real Property owners may not have voted for or consented to such amendment. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Real Property but shall not unreasonably interfere with the allowed uses of such Real Property that existed prior to the said amendment.

///

///

SECTION 21 - RESERVED EASEMENTS

The Grantor for itself, its licensees and assigns, does hereby reserve all right, title and interest in, and full power to vacate and relocate by instrument filed of record in platted land in Grantor's name, a right-of-way and easement for installation, maintenance and operation of utilities of any type and drainage and all incidences and appurtenances thereof, over, on and across the above-described real property as shown on the plat or reserved in any deed of Grantor, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby reserved, and all rights, and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of the electrical, telephone, or other utility system. Grantor further reserves to itself, its licensees, successors and assigns, the right and power, to locate new, or to vacate and relocate any existing street or easement herein platted, as long as the Grantor owns each of the parcels which are adjacent to such street or easement and provides an adequate roadway in place of any vacated as may be required for ingress or egress by adjacent lot. Provided, nevertheless, vacations and relocations of easements, rights-of-way and streets allowed hereunder shall be made in accordance with the minimum standards of the State of Idaho, Ada County, Idaho laws, ordinances and regulations thereunder in relation to platting in effect at the time of the construction of improvements. and shall be effected only by instrument duly filed of record in said Ada County. The Grantee waives any right which he may have by statute or otherwise to object to any vacancies, relocations, vacations and dedication effected by Grantor in accordance with the provisions of this Section.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, upon obtaining the written consent of more than two-thirds of the lot owners in fee simple of each of the above-referenced sub-divisions;

NOW, THEREFORE, the prior and existing Covenants, Conditions and Restrictions of record for each of the above-referenced subdivisions are hereby superseded and replaced in whole by this amended and restated DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHENANDOAH WEST SUBDIVISION Nos. 1, 2, 3, 4, 5 and 6, which shall be the sole and exclusive Covenants, Conditions and Restrictions encumbering the above-referenced subdivisions.

Records of the votes cast by the lot owners and tallies taken by the Shenandoah West Neighborhood Association, Inc., are available for inspection and review at the offices of the Shenandoah West Neighborhood Association, Inc., P.O. Box 45298, Boise, Idaho 83711.

///

///

///

///

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30 day of December, 2009.

SHENANDOAH WEST NEIGHBORHOOD
ASSOCIATION, INC.

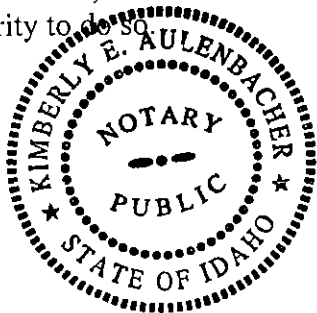
By:

Michael Hachigian
Michael Hachigian, Secretary

Russell A. Mendenhall
Russell A. Mendenhall, President

State of Idaho)
) ss.
County of Ada)

ON THIS 30th DAY OF December, 2009, before me personally appeared Russell A. Mendenhall and Michael Hachigian, known by me or shown to me to be the President and Secretary, respectively, of Shenandoah West Neighborhood Association, Inc., and who each acknowledged to me under oath and executed the foregoing document as their free and voluntary act and deed, for the uses and purposes stated therein, on behalf of said corporation with full authority to do so.



Kimberly E. Aulenbacher
Notary Public for Idaho
Residing at Star, ID
My Commission Expires: 6.22.2012