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ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=24 BONNIE OBERBILLIG  
PIONEER TITLE COMPANY OF ADA COUNTY

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**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
CHERRY BLOSSOM PLACE SUBDIVISION NO. 1**

THIS DECLARATION (the "Declaration") is made on the date hereinafter set forth by Jayo Land Development Company, Inc., an Idaho corporation, hereinafter referred to as "Declarant".

**WITNESSETH,**

WHEREAS, Declarant is the Owner of certain real property (the "Property") in Meridian, County of Ada, State of Idaho, which is more particularly described as:

**LEGAL DESCRIPTION**

**All of the land within the boundaries of CHERRY BLOSSOM PLACE SUBDIVISION NO. 1, a subdivision according to the official plat thereof recorded as Instrument No. NA, in Book 120 of Plats, Pages 18710 through 18714, records of Ada County, Idaho.**

WHEREAS, it is the desire and intent of the Declarant to provide certain covenants, conditions, restrictions and easements to assure and enhance the value, desirability and attractiveness of the Property and to provide for the mutual protection of the Owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, restrictions, easements and equitable servitudes, which shall run with the Property, and each and every part, parcel and lot thereof, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any part, parcel or lot thereof; shall inure to the benefit of every portion of the Property or any interest therein; and shall inure to the benefit of and shall be binding upon Declarant, the Owners, and their respective heirs, successors and assigns, and may be enforced by Declarant, or by the Association, or by any Owner.

By acceptance of any conveyance of any Lot within the Property, the Owner and Owner's heirs, the Declarant and Declarant's successors and assigns, and with all other Owners of Lots within the Property, or subsequent Owners thereof, acknowledge and agree that the covenants, conditions, restrictions, easements and equitable servitudes set forth herein shall inure to the benefit of and be binding upon all such parties.

## **ARTICLE 1**

### **Definitions**

**Section 1.1** "Association" shall mean and refer to the CHERRY BLOSSOM PLACE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., a nonprofit corporation organized or to be organized under the laws of the State of Idaho, or any successor or assign of the corporation.

**Section 1.2** "Board" shall mean and refer to the Board of Directors of the Association.

**Section 1.3** "Committee" shall mean and refer to the Architectural Control Committee as set forth in Article 7 hereof. The Architectural Control Committee shall also sometimes be referred to as the "ACC."

**Section 1.4** "Common Area" shall mean all the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners of Lots (subject to the provisions hereof), and are not dedicated to the public. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

**Lots 1, 5, 13, 21, 24 and 27, Block 1 and Lots 1, 2, 15, 17  
and 29, Block 2 CHERRY BLOSSOM PLACE  
SUBDIVISION NO. 1, a subdivision according to the  
official plat thereof recorded as Instrument No.  
NA \_\_\_\_\_, in Book 120 of Plats, Pages 18710  
through 18714, records of Ada County, Idaho.**

**Section 1.5** "Declarant" shall mean and refer to JAYO LAND DEVELOPMENT COMPANY, INC., an Idaho corporation, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development, and such Lots constitute the remainder of the unconveyed Lots owned by Declarant.

**Section 1.6** "Lot" shall mean and refer to any Lot numbered and designated as such upon the official plat of the Property, except the Common Area.

**Section 1.7** "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**Section 1.8** "Property" shall mean and refer to the real property consisting of CHERRY BLOSSOM PLACE SUBDIVISION NO. 1, according to the official plat thereof, and every part, parcel and lot thereof, and all contemplated improvements thereto.

## ARTICLE 2

### Property Use Restrictions

**Section 2.1 Land Use and Building Type.** All Lots shall only be used for residential purposes, and no Lot shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family residential dwelling.

**Section 2.2 Leasing or Rentals.** Unless approved in writing by the Declarant, leasing of a lot or the residential dwelling located upon a Lot, in whole or in part is prohibited except as provided herein. Unless an exemption has been granted by the Board, in writing, leasing all or part of a dwelling or Lot is a violation of this Declaration and subject to enforcement action as described herein. No provision of the Declaration shall be interpreted to grant an Owner the ability to lease or rent except as provided in this section 2.2.

**2.2.1 "Lease" Defined.** As used in this paragraph, the term "lease" shall mean any lease or rental agreement (including a month-to-month rental agreement) for the lease or rental of any residential dwelling in whole or in part or otherwise the lease or rental of any Lot in whole or in part.

**2.2.2 Leasing Limitations.** In the event a lease is permitted, any tenants must comply with the Declaration and any Association Rules. Any lease between an Owner and a tenant shall be expressly subject to the terms, covenants and conditions of this Declaration and Association Rules and failure by such tenant to comply with the terms, covenants and conditions of such documents will be considered a breach of said lease. Either the Owner, or the Association, as a third-party beneficiary, may enforce the terms of the lease. Further, by taking up residence under a tenancy, a tenant agrees independently to the lease to be bound by the terms of this Declaration. No lease shall release an Owner or tenant from responsibility or liability for compliance with the Declaration or Association Rules. A copy of any lease shall be provided to the Association Secretary.

**2.2.3 Hardship Exemptions.** An Owner may apply for a hardship exemption from the leasing prohibition. Each application should indicate the basis for the application, such as extended medical care, family emergency, or any other grounds that require the Owner to lease his or her Property. Each application shall also include a copy of the form of lease to be used by the Owner. The Board will review each application and grant hardship exemptions for the amount of time the Board, in its sole discretion, finds appropriate to the situation of the applicant and the Association as a whole.

**Section 2.3 Improvements.** No lot shall be improved except with a dwelling or residential structure designated to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incident to a single-family residence. The construction of separate principal buildings on any Lot is prohibited.

**Section 2.4 Dwelling Structures.** No dwelling or residential structure or complex shall be constructed on any Lot without approval of the Architectural Committee of the design, specifications, materials, color, and any other matters subject to approval by the Architectural Committee as set forth in the Declaration.

**Section 2.5 Outbuildings.** Except units for use by Declarant in connection with the development and construction of the Property, no house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any Lot or on any portion of the Common Area except as approved by the Association.

**Section 2.6 Exterior Effects.** No dwelling, fence, building, patio cover, carport, garage or other structure shall be built, erected, placed, materially altered or materially repaired which shall alter the surface colors or texture of any building or portion thereof unless and until plans, specifications and color scheme have been approved in writing, conditionally or otherwise, by the Architectural Committee. The requirements as to design and color shall apply only to the exterior appearance of such improvements, it not being the intent of these restrictions to control interior repair or alteration, with the exception of alteration of a garage into living area. No Owner shall alter the exterior of any unit nor construct any additions or other exterior structures without the prior written approval of the Committee.

**Section 2.7 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 2.8 Motorhomes and Recreational Vehicles.** Parking of boats, snow mobiles (on or off trailers) motorhomes, motorcycles, trucks, truck-campers, any recreational vehicle and like equipment, shall not be allowed on any part of said Lot nor on any public ways adjacent thereto, except only in the confines of an enclosed garage, and no portion of the same may project beyond the enclosed area.

**Section 2.9 Commercial Vehicles.** No working or commercial vehicles or trailers, shall regularly or as a matter of practice be parked on any Lot, Common Area or street within or adjacent to the Property.

**Section 2.10 Water.** Domestic water for use inside any residence shall be furnished by the Meridian Water Company or its successors. Irrigation water shall be provided by a pressurized irrigation water system to be owned and maintained by the Association. Provided, however, that the maintenance of any irrigation and /or drainage pipes or ditches crossing a lot shall be the responsibility of the lot owner unless such

responsibility is assumed by an irrigation/drainage entity or the Association. All owners shall be required to contain water within their respective Lots. Water usage may be restricted or controlled in any lot at the direction of the Board. Individual lot owners shall be responsible for restoring and replacing any such patios or other structures upon completion of repairs or replacements.

**Section 2.11 Plumbing.** All bathroom, sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with a sewage disposal system designed for the whole area and located and approved by the Central District Health Department and the City of Meridian.

**Section 2.12 Storage; Refuse.** No machinery, appliance or structure or unsightly material may be stored upon any Lot or Common Area nor shall trash, garbage, ashes or other refuse be thrown, dumped, burned or otherwise disposed of upon any Lot or Common Area. Each Owner, at the Owner's expense, shall be responsible for disposal of the Owner's trash, garbage, yard waste and other refuse and each Owner shall be required to store the same in cans or garbage disposal facilities in the Owner's enclosed garage or otherwise out of public sight except for trash pick-up day. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No rubbish, garbage, trash or other waste shall be kept or maintained on any part of a Lot except in a sanitary container. All containers or equipment shall be kept in a clean and sanitary condition.

**Section 2.13 Mailboxes.** All mailboxes shall be erected as directed by the U.S. Postal Service, the City of Meridian, and of a design approved by the Architectural Control Committee.

**Section 2.14 Signs, Flags and Banners.** Except as provided herein, no signs or billboards of any kind or for any use shall be erected, painted or displayed upon any Lot or Common Area except by the Declarant who reserves the right to display signs, notwithstanding other provisions hereof, during the period Declarant or his authorized agent is selling Lots or units, and except that the resident Owners of Lots may display a sign to show such Lot is for sale, not to exceed two (2) feet by three (3) feet in size, or as may be necessary or desirable to give directions, advise or rules and regulations or to caution or warn of danger and such other signs as may be required by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained only with prior approval of the appropriate Committee, which approval shall be given only if such signs shall be of attractive design and in keeping with the total aesthetic theme of the 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.

Political signs consisting of any fixed, ground mounted displays in support or opposition to a candidate for office or a ballot measure shall be allowed in the front yard of a Lot not to exceed three (3) feet by five (5) feet in size. Political signs shall be allowed for up to sixty (60) days prior to the date of the election or ballot measure and shall be removed within seven (7) days thereafter.

The following flags shall be allowed: the flag of the United States of America, the flag of the State of Idaho, the POW/MIA flag or an official or replica flag of any branch of the United States armed forces. Supporting flag poles shall be in the front yard of a residence and must comply with applicable zoning ordinances, easements and set-backs of record and shall not exceed twenty (20) feet in height.

**Section 2.15 Solar Panels and Solar Collectors.** Solar panels and collectors shall comply with all applicable zoning and other regulations and shall only be installed on the roof of a residence with an orientation to the South or within 45 degrees East or West of due South. All such panels and collectors shall be consistent with all applicable building codes and shall be installed parallel to a roof line, conform to the slope of the roof and any frame or support bracket or visible piping or wiring shall be painted to coordinate with the roofing material.

**Section 2.16 Landscaping.** Upon completion of a dwelling unit, or if weather conditions require within sixty (60) days after completion of a dwelling unit, the Lot upon which said dwelling unit is located shall have landscaping in the front, side and rear yard consistent with the plat and development scheme, and at least two (2) deciduous or conifer tree at least six feet (6') in height and one and one-half inches (1/2") in diameter; and in the case of rear yard landscaping of Lots, one (1) such tree per 1,000 square feet, as approved by the Architectural Control Committee. Landscaping shall include full sod and automatic sprinkler systems. Each owner shall also provide ten (10) five (5) gallon shrubs. The lawn and landscaping upon each Lot shall be maintained in a watered, trimmed, clean and orderly condition, so as not to present an offensive and detracting appearance.

**Section 2.17 Fencing.** No fencing shall be permitted in the front yard of any Lot. All fencing shall only be permitted upon the conditions and approval of the ACC.

**Section 2.18 Manufactured Housing.** All structures must be constructed on-site and no manufactured housing or similar structures which are entirely or partially constructed, fabricated, or manufactured off-site shall be allowed.

**Section 2.19 Animals.** No animals, livestock, or poultry or any kind shall be raised, bred or kept on any Lot, except that Household Pets (as defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for commercial purpose, (b) no more than two (2) of any combination of domesticated dogs or domesticated cats may be kept on a lot, and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Property. Household Pets shall mean generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding hens and chickens), rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry (including hens and chickens), swine or waterfowl. Dog runs or kennels outside the home must receive ACC approval and shall be appropriately screened, maintained in a sanitary condition, placed a minimum of ten (10) feet from the

side and rear Building Lot lines, screened from view from any Common Area or Building Lot, and shall not be placed in any front yard of a Building Lot.

**2.19.1.** All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for immediately picking up and properly disposing of all organic waste of their domestic dogs and cats whether that waste is deposited by the animal on common areas or individual lots. At no time shall an owner allow pet waste to create a nuisance or unpleasant condition to other Owners.

**2.19.2.** Household Pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domesticated household pet or any animal which damages or destroys property shall be deemed a nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the Property shall be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Owner. The Board may at any time require the removal of any animal, including domestic dogs and cats, if in the Board's sole determination, the animal is deemed a nuisance, or if the owner does not regularly and immediately clean up the pet's organic waste. It may exercise this authority for specific animals even though other animals are permitted to remain. Owners of an animal shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by such Household Pet.

**2.19.3** Assistance animals are welcome in the community in accordance with the Fair Housing Act (42 U.S.C. section 3601 et. Seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animals needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Individuals with assistance animals shall not be treated less favorably than other Owners or charged fees that are not charged to other Owners without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that (a) is out of control and the handler does not take effective action to control it, or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal on the Property is financially and legally responsible for any injury or damage caused by such assistance animal, or for any clean-up of Common Areas, roads or other property necessitated by such assistance animal.

**Section 2.20 Nuisances.** No noxious, offensive or unreasonably annoying activity or condition shall be carried on upon any Lot or allowed to remain on any Lot nor shall anything be done thereon which may be or may become a nuisance to a Lot Owner or the neighborhood including but not limited to excessive emissions of fumes, odors, glare, vibration, gases, radiation, dust or liquid waste, smoke or noise.

**Section 2.21 Hazardous Activities.** No activity shall be conducted on or in any unit, Lot or Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said property; no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit while attended and in use for cooking purposes, or within a safe and well-designed interior and/or exterior fireplace.

**Section 2.22 Unsightly Articles.** No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Control Committee. "Screened" is defined as being concealed or made non-visible from eye level, at grade, at all points within the property. Garage doors shall not be left open for unreasonable lengths of time.

**Section 2.23 Basketball Backboards and Rims.** No basketball backboards or basketball rims, with or without nets attached, shall be affixed or installed to the front of the residential dwelling. No free-standing basketball rim is allowed in the front of the residential dwelling.

**Section 2.24 Garages and Parking Rights.** All Lots shall be constructed with a two (2) or three (3) car garage. Garage door shall not exceed eight (8) feet in height. Temporary (24 hours or less) parking of recreational vehicles, boats, campers or other vehicles will be allowed so long as such vehicles are parked directly in front of the garage door of each unit or some other location designated by the Association. Permanent parking of recreational vehicles, non-operable vehicles, boats, campers, trailers, and similar vehicles shall be prohibited within the Property. All unenclosed parking areas within the subdivision, including all paved areas within the subdivision, are restricted to use for temporary parking by guests, invitees, service people, and other such individuals requiring temporary parking. "Temporary parking" shall mean the parking of operative motor vehicles for no more than forty-eight (48) hours per month. Residents are expressly forbidden from using such temporary parking areas on a routine basis. Loading or unloading shall be allowed for no more than four (4) hours. Boats, motor homes, motorcycles, skidoos, trailers and other such recreation vehicles or equipment shall not be parked in the subdivision except within the enclosed garage and shall not extend beyond the garage doors. All other vehicles shall be parked in the enclosed garage except for short periods not exceeding forty-eight (48) hours. Garage doors shall be kept closed



except when allowing for ingress, egress, loading or unloading. No vehicle or recreational vehicle shall interfere with the ingress or egress of another Owner.

**Section 2.25 Type of Building.** All buildings shall be single level. All buildings shall be of true lap siding with a minimum of six (6) inch reveal with a stone or brick accent and shall be maintained in a good state of repair. Siding shall be finished and painted and such finish to be kept in good repair. No steel, aluminum, stucco or vinyl siding is allowed. All buildings shall be required to have some stone or brick on the front of the building. Eyebrow accents on front soffits can be of metal or aluminum. The roof pitch for all buildings shall be a minimum of five-twelve (5/12) pitch. All roof colors shall be a 30-year minimum GAF Timberline-Charcoal. All exterior selections and colors to be approved by the Architectural Control Committee.

**Section 2.26 Architectural Control.** No improvements which will be visible above-ground or which will ultimately affect the visibility of any above-ground improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on the Property, unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: Design and style elements, mass and form, topography, setbacks, finish ground elevations, architectural symmetry, drainage, exterior, color and materials, physical or aesthetic impacts on other properties, artistic conformity to the terrain and the other improvements on the Property which the Architectural Committee, in their reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size restrictions.

**Section 2.27 Sight Distance at Intersections.** All fences, trees, berms or vegetative ground covers within the clear vision triangle, as defined by the Meridian City Code, both at controlled and uncontrolled intersections within the subdivision, shall be planted and maintained in compliance with the standards established by the city of Meridian and any other applicable governmental agencies.

**Section 2.28 Declarant's Right.** Declarant reserves the right to construct residences and other improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners.

### **ARTICLE 3**

#### **Easements, Rights and Owner Responsibilities.**

**Section 3.1 Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the

unwillful placement or settling or shifting of improvements thereon, including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of improvements; provided however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 3.1.

**Section 3.2 Easements of Access.** All of the Common Area Lots are reserved for use as access, ingress and egress easements for all Lots as set forth on the plat.

**Section 3.3 Drainage and Utility Easements.** A ten foot (10') public utility, drainage, irrigation and Meridian City street light easement is reserved adjacent to public rights-of-way within the Property. A blanket public utility, drainage and irrigation easement is reserved upon all of the Common Area Lots as set forth in the plat.

**Section 3.4 Improvement of Ada County Highway District Drainage and Utility Easements.** The Owners of Lots are hereby restricted and enjoined from constructing any improvements upon any drainage or utility easement areas as shown on the plat of the Property or otherwise designated herein or in any recorded document which would interfere with or prevent the easement from being used for such purpose.

**Section 3.5 General Easement for Maintenance and Repair.** An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Lots for the purpose of installing, maintaining, replacing and restoring any Association owned or controlled improvements, fences and landscaping. Such activity shall include, by way of illustration and not of limitation, the maintenance and repair of fences, lawns, walkways, pressurized irrigation system, storm water drainage systems, utilities, seasonable planting and such other improvements and landscaping activities within the Property as the Association shall determine to be necessary from time to time.

**Section 3.6 Common Driveway Easements.** The Lots set forth below are subject to a common driveway easement for the benefit of certain other Lots for the purposes of construction, installation, maintenance, repair, replacement and use of a driveway on, over and across those common Driveway easements as shown on the plat of the Property ("Plat"), for ingress and egress to and from the public rights of way and the benefited Lots.

Lot 13, of Block 1 of the Plat is subject to a common driveway easement as provided in this section in favor of Lots 10, 11, 12, 14, 15 and 16, of Block 1 of the Plat;

Lot 24, of Block 1 of the Plat is subject to a common driveway easement as provided in this section in favor of Lots 22, 23, 25 and 26, of Block 1 of the Plat;

Lots 15, of Block 2 of the Plat is subject to a common driveway easement as provided in this section in favor of Lots 12, 13 and 14, of Block 2 of the Plat;

The Association shall be responsible for the maintenance, repair and replacement of the common driveway easements set for in this section. All expenses, costs and other fees associated with maintenance, repair and replacement of each common driveway easement incurred and payable by the Association from its general assessments or special assessment as determined by the Board. Any maintenance, repair or replacement of any common driveway easement directly attributable to a particular Owner or any family member or invitee of Owner, shall be assessed by the Association as a limited assessment directly against such Owner.

#### **ARTICLE 4**

##### **Building Restrictions and Standards**

**Section 4.1 Minimum Building Size.** Any residential building erected upon a Lot shall be single level construction and have a floor area required under provisions set by the Architectural Control Committee. In no event shall the required area be less than 1,400 square feet of ground floor area. No split-entry buildings are allowed. The minimum ground floor area shall be exclusive of garage, carport, patio, breezeway, storage room, porch and deck floor area. All dwelling units must be constructed with a two (2) or three (3) car attached garage.

**Section 4.2 Exterior Maintenance.** The Association shall provide exterior maintenance of common area landscaping and common area walks. The Association shall also provide maintenance of landscaping on front and rear lots of Owner's homes, which shall include lawns, shrubs, trees trimming and pruning. Any shrub or tree removal shall be the responsibility of the Owner and not the Association. Personalized landscaping such as deadheading of flowering shrubs, flowers, vessels or pots containing plants, yard ornaments, etc. shall be the responsibility of the Owner of each Lot to maintain. In the event that the need for maintenance or repair of landscaping is caused through the willful or negligent acts of the Owner, or through willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be a Limited Assessment and added to and become part of the assessment to which such Lot is subject. Snow removal on Owner's Lots shall be the Owner's responsibility. No condition shall be permitted to exist upon any Owner's portion of a structure which results in damage to any portion of any other structure. The Association shall be responsible for sprinkler

blow-outs and turn-ons annually. The Association shall provide weed control for Owner's lawns (excluding flower beds) and all common lots.

## ARTICLE 5

### Cherry Blossom Place Subdivision Homeowners' Association, Inc.

**Section 5.1 Organization of Association.** The Cherry Blossom Place Subdivision Homeowners' Association, Inc. ("Association") is an Idaho nonprofit corporation formed pursuant to the Idaho Nonprofit Corporation Act, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation of the Association, the By-Laws of the Association, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**Section 5.2 Membership.** Each Owner of a Lot subject to this Declaration, including Declarant, by virtue of being such an Owner and for so long as such ownership is maintained, shall be a member of the Association, and consents to such membership by virtue of ownership of a Lot. No Owner shall have more than one (1) membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to a Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

**Section 5.3 Voting and Quorum.** The Association will have one (1) class of membership, which shall be voting membership. During times as the Declarant shall have control of the Association, all lots owned by the Declarant shall be entitled to ten (10) votes per lot on any matters set forth in the Declaration which require voting by the lot owners. Ten percent (10%) of the total number of voting memberships shall constitute a quorum at any meeting of the membership. In the event that a quorum is not present, another meeting may be called and required quorum at the subsequent meeting, after notice as provided in the Association Bylaws, shall be five percent (5%) of the total number of voting memberships. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5.4 Declarant's Control of the Association.** The Declarant shall maintain control of the Association which right to control, including, without limitation, the right to the selection of the Board of Directors, selection of the Architectural Control Committee, and powers over assessments. The Declarant's right to control shall terminate upon written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to control the Association

and to appoint the Board of Directors and the members of the Architectural Control Committee. The Declarant may elect to terminate its rights in part and retain other rights as the Declarant may determine.

**Section 5.5 Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, By-Laws and this Declaration as the same may be amended and supplemented from time to time.

**Section 5.6 Powers of the Association.**

**5.6.1 Powers.** The Association shall have all the powers of a nonprofit corporation organized under the Idaho Nonprofit Corporation Act subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under the Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Common Area and the performance of the other responsibilities herein assigned, including without limitation:

**5.6.2 Assessments.** The power to levy assessments (regular, special and limited assessments and fines and penalties) on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

**5.6.3 Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

**5.6.4 Delegation Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board of Directors shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. The Association shall cause the management company to be named as an additional insured on the Association's liability insurance policies and the Association shall save, indemnify and

hold harmless the management company from and against any and all claims which are not covered by insurance.

**5.6.5 Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association rules). A copy of the Association rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or By-Laws, the provisions of the Association rules shall be superseded by the provisions of this Declaration, the Articles or the By-Laws to the extent of any such inconsistency.

**5.6.6 Emergency Powers.** The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

**Section 5.7 Duties of the Association.** In addition to the powers delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

**5.7.1 Operation and Maintenance of Association Property.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of all real and personal property owned or acquired by the Association, including, without limitation, all common areas and common area improvements.

**5.7.2 Taxes and Assessments.** The Association shall pay all taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt corporation.

**5.7.3 Insurance.** Obtain, if the Board so elects, from reputable insurance companies authorized to do business in the State of

Idaho, and maintain in effect casualty, liability, and blanket liability insurance on the common areas. The Board may also maintain errors and omissions and liability insurance regarding the Board and other officers of the Association and/or other insurance as the Board deems appropriate.

**5.7.4 Rule Making.** Make, establish, promulgate, amend and repeal the Association rules, and provisions for fines and penalties for violations of this Declaration and Association Rules

**5.7.5 Architectural Control Committee.** Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

**5.7.6 Drainage Systems.** Operate, maintain, repair and replace, all drainage systems located within the Property and shown on the Plat which are not maintained by public authorities.

**5.7.7 Street Lights.** Maintain, operate, repair and replace street lights within the Property to the extent such street lights are not operated, maintained, repaired and replaced by the City of Meridian City, the Ada County Highway District or other governmental entity.

**5.7.8 Subdivision Approval Responsibilities.** Perform all continuing duties and responsibilities imposed upon the Declarant pursuant to any governmental approvals related to the Property including, without limitation, those set forth in the preliminary plat approval.

**5.7.9 Operation and Maintenance of Irrigation Water Supply System.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the irrigation water supply system, except as provided in Section 2.10 herein. All maintenance costs and annual irrigation water fees shall be included in the Homeowners' Association assessments.

**Section 5.8 ACHD Storm Water Drainage System.**

**5.8.1. Storm Water Drainage Easement.** All of Lots 1 and 27, Block 1 and a portion of Lot 26, Block 1 are servient to and contain an ACHD storm water drainage system. These lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County and incorporated herein by this reference as if set forth in full (the

“Master /Easement”). The Master easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.

**5.8.2 Maintenance Responsibility.** The maintenance responsibilities for the storm water drainage system shall be the responsibility of the Association pursuant to the Maintenance and Operation Manual.

**5.8.3. ACHD Rights and Restrictions.** ACHD shall have the right to inspect the storm water drainage system and facilities, and if necessary, promptly perform any required maintenance. The concurrence of the ACHD shall be required for any proposed changes to any documents approved by the ACHD.

**5.8.4. Assessments for the Cost of Any Required Maintenance.** Notwithstanding that the Association is obligated to maintain the Common Area and facilities, it is hereby provided that Ada County Highway District (the “ACHD”) may elect to maintain any part or facility of the Common Area defined herein should the Association fail to maintain same. In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the defined Common Area or facility, ACHD shall, before undertaking maintenance of said Common Area, provide written notice of its intention to begin maintenance of the defined Common Area or facility within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the defined Common Area or facility to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may in its sole discretion elect to either (1) commence litigation against the Association and/or Lot Owners to compel the performance of maintenance or (2) may begin to undertake maintenance of the defined Common Area or facility. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the Common Area to perform inspection and maintenance. Should ACHD 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, ACHD shall be entitled to and empowered to file a ratable lien against all Lots within Cherry Blossom Place Subdivision No. 1 with power of sale as to and every Lot to secure payment of any and all assessments levied against any and all Lots in Cherry Blossom Place Subdivision No. 1 pursuant to this Declaration, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by



ACHD in connection therein. ACHD may exercise their rights under Idaho Code by assessing the Lot Owners and certifying those assessments in the manner as real property tax. This section shall not be amended without prior written approval from ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain the defined Common Area and facilities contained therein without the prior written approval from ACHD. The Association and Lot Owners, by accepting title to a Lot, agree that all Lot Owners within Cherry Blossom Place Subdivision No. 1 are benefited Property Owners for purposes of this section.

**Section 5.9 Personal Liability.** No member of the Board, member of the Committee or any other committee of the Association, or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or to 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 the Association, the Board, the Committee or any other committee of the Association, the Declarant, or the manager, if any, or any agent, representative or employee of the Association, the Board, the Committee or any other committee of the Association, the Declarant or the manager, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

**Section 5.10 Restrictions on Dissolution.** The Association shall not be dissolved without the express written consent of the City of Meridian.

## **ARTICLE 6**

### **Homeowners' Association Assessments**

#### **Section 6.1 Covenant For Assessments.**

**6.1.1 Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot, other than the Declarant, by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association the following assessments, fees and charges: (1) initial and transfer assessments; (2) regular periodic assessments or charges; (3) special assessments for capital improvements; and (4) limited assessments, fines and penalties. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The Association shall have the authority to assess and record liens against the Lots of the Owners utilizing the procedures set forth in Section 45-819,

Idaho Code. The Association shall further have the right to recover its attorney's fees and costs incurred in any lien proceedings or other collection activities.

**6.1.2 Declarant's Obligation.** The Declarant shall not be responsible for assessments set forth herein for Lots which are owned by the Declarant or a successor in interest to the Declarant. The Declarant may, however, advance funds for the costs or expenses of the Association pursuant to Section 6.11.

**6.1.3 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and related to the operation, improvement, repair and maintenance of the Common Area, and other improvements situated thereon, and the costs thereof, the maintenance, repair and operation of the irrigation water system, and exterior maintenance of the Lots, pursuant to Section 4.2. Assessments shall also include all costs and expenses of performance by the Association of all duties imposed hereunder upon the Association, the Board of Directors and the Architectural Control Committee. Assessments shall also be levied by the Association, as part of the Regular Assessments, to provide appropriate reserve funds for necessary or planned capital expenses.

**Section 6.2 Initial and Transfer Assessments.** The Board or the Declarant shall establish and assess an initial set up fee and/or a transfer fee upon conveyance of title.

**Section 6.3 Regular Assessments.**

**6.3.1 Amount to be Fixed by Declarant.** Until such time as one hundred percent (100%) of the Lots in the Property have been initially conveyed by Declarant, the Declarant shall fix the amount of the regular assessments. The Declarant shall fix the amount of the initial regular assessment beginning the first day of the month following the conveyance of the first Lot by Declarant. Thereafter, the Declarant shall fix the amount of the regular assessments at least thirty (30) days in advance of each regular assessment period. Written notice of the regular assessments shall be sent to every Owner subject thereto.

**6.3.2 Amount to be Fixed by the Board of Directors.** At such time as one hundred percent (100%) of the Lots in the Property have been initially conveyed by Declarant, the Board of Directors shall fix the amount of the regular assessments at least thirty (30) days in advance of each regular assessment period. Written notice of the regular assessment shall be sent to every Owner subject thereto.

**6.3.3 Due Dates for Regular Assessments.** Regular assessments shall be due and payable on a quarterly installment basis to be established by the Declarant or the Board.

**Section 6.4 Special Assessments for Capital Improvements.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, including paved surfaces, fixtures and personal property related thereto, provided that any such assessment shall have assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

**Section 6.5 Limited Assessments, Fines and Penalties.** The Association may levy against an Owner a limited assessment equal to the costs and expenses incurred by the Association, including legal and management fees, for the construction, installation, maintenance and repair and replacement of a common driveway easement as set forth herein or for common area equipment and facilities, or any corrective action necessary due to damage by the negligent acts or an Owner, or any person or entity occupying a Lot with the Owner's consent, either express or implied, or for the costs incurred in bringing the Owner's Lot into compliance with the provisions of this Declaration. In addition, the Association may establish and impose against any Owner fines or penalties for violations of this Declaration, which fines or penalties, when imposed, shall constitute assessments against the particular Lot involved.

Fines and limited assessments shall be subject to the following requirements:

(a) A majority vote by the Board shall be required prior to imposing any limited assessment or fine for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association.

(b) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting.

(c) In the event the Owner begins resolving the violation prior to the meeting, no limited assessment or fine shall be imposed as long as the Owner continues to address the violation in good faith until fully resolved.

(d) No portion of any limited assessment or fine may be used to increase the remuneration of any Board member or agent of the Board.

(e) No part of this section shall affect any statute, rule, covenant, bylaw, provision or clause that may allow for the recovery of attorney's fees.

**Section 6.6 Notice and Quorum for Any Action Authorized Under Section 6.4 of this Article.** Written notice of any meeting called for the purpose taking any action authorized under Section 6.4 of this Article shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6.7 Rate of Assessment.** Initial and transfer assessments, regular periodic assessments or charges and special assessments for capital improvements shall be uniform among all Lots.

**Section 6.8 Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or record a lien against the Owner's Lot pursuant to Idaho law, including, without limitation, Idaho Code, Section 45-810. The Association may also suspend the Owner's right to the use of the common area facilities until all assessments are paid current by written notice to the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

**Section 6.9 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Mortgagees are not required to collect assessments. Failure to pay any assessment shall not constitute a default under an insured mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 6.10 Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein:

6.10.1 All property expressly dedicated to and accepted by a local public authority;

6.10.2 All properties owned by the Association; and

6.10.3 All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

**Section 6.11 Amounts Advanced by the Declarant or its Predecessor.** If the Declarant pays all or any portion of the costs or expenses of the Association prior to the Association becoming financially able to pay all of said costs or expenses pursuant to Section 6.1.2, such amounts shall constitute a loan by the Declarant to the Association, which loan, without interest, shall be repaid by the Association to the Declarant from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate the Declarant to pay such costs or expenses.

## **ARTICLE 7**

### **Architectural Control Committee.**

**Section 7.1 Membership.** The Committee shall consist of not less than two (2) members. The initial members of the Committee shall be Douglas Jayo and Cameron Jayo. Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Committee need not be an Owner.

**Section 7.2 Appointment and Removal.** Until such time as the Declarant may waive said right in writing, Declarant shall have the exclusive right to appoint and remove all members of the Committee. At such time as the Declarant has waived its right, the Board shall thereafter designate and appoint members of the Committee. Thereafter the Board may, in its discretion, abolish the Committee, in which event the Board shall then serve as the Committee.

**Section 7.3 Approval of Plans by Architectural Control Committee.** No building or structure, including, but not limited to, swimming pools, animal runs and outbuildings, shall be commenced, erected, placed or altered on any Lot until the detailed construction plans and specifications showing the proposed construction of the same on the particular building site have been submitted to and approved in writing by the Committee. All plans and specifications for approval by the Committee must be submitted at least thirty (30) days prior to the proposed construction starting date. In the event that the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**Section 7.4 Non-Liability of Committee Members.** Neither the Committee or any member thereof, nor its duly authorized representatives, shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or members thereof.

## **ARTICLE 8**

## Annexation of Additional Properties

**Section 8.1 Annexation.** Declarant, or its successor in interest, may develop other neighboring properties and may, in Declarant's discretion, deem it desirable to annex some or all of such other properties to the Property covered by this Declaration. The annexed properties may, at Declarant's sole discretion, be used and developed for any purpose allowed under appropriate zoning regulations. Such other properties may be annexed to the Property and brought within the provisions of this Declaration by Declarant, its successors or assigns, at any time, and from time to time, without the approval of any Owner, the Association or its Board of Directors. As such properties are developed, Declarant shall, with respect thereto, record a Supplemental Declaration which shall annex such properties to the Property and which may supplement this Declaration with such additional or different covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for the properties or portions thereof and may delete or eliminate as to such other properties such covenants, conditions, restrictions, reservations and easements as are contained herein which Declarant deems not appropriate for the other properties.

**Section 8.2 Additional Properties.** Subject to the provisions of paragraph 8.1 above, upon the recording of a Supplemental Declaration as to other properties containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the added properties in the same manner as if it were originally covered by this Declaration, subject to such modification, changes and deletions as specifically provided in such Supplemental Declaration. The Grantees of any Lots located in the other properties shall share in the payment of assessments to the Association as provided herein from and after the recordation of the first deed of a Lot within the added properties from Declarant to an individual purchaser thereof.

**Section 8.3 Procedure for Annexation.** The additions authorized under Section 8.1 above, shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the other properties or portion thereof, which shall be executed by Declarant or the Owner thereof and shall extend the general plan and scheme of this Declaration to such other properties subject to the changes, modifications, deletions and additions as are applicable to such other properties or portion thereof under such Supplemental Declaration. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the other properties or portions thereof described therein, and thereupon said other properties or portion thereof shall become and constitute a part of the properties, become subject to this Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, reservations and easements and equitable servitudes contained herein as modified by such Supplemental Declaration for such other properties or portion thereof, and become subject to the functions, powers and jurisdiction of the Association and the Owners of Lots in said other properties or portion thereof shall automatically become Members of the Association. Such Supplemental Declaration may contain such additions, modifications or declarations of the covenants, conditions, restrictions, reservations or

easements and equitable servitudes contained in this Declaration as may be deemed by Declarant desirable to reflect the different character, if any, of the other properties or portions thereof or as Declarant may deem appropriate in the development of the other properties or portion thereof.

## ARTICLE 9

### General Provisions

**Section 9.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any condition, covenant, restriction, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If any party shall violate or attempt to violate any of the covenants and restrictions herein contained, and shall persist in such violation or attempt after ten (10) days notice in writing served or delivered upon such party, the Declarant or any other Owner may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefore, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from any party found to be in violation of, or to be attempting a violation of, these restrictions.

**Section 9.2 Severability.** Invalidation of any provision of this Declaration by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

**Section 9.3 Amendment.** The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of recordation hereof, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended solely by the Declarant during such time as the Declarant maintains control of the Association pursuant to Section 5.4 herein. Thereafter this Declaration may be amended, from time to time, by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the votes cast at a regular or special meeting of the members of the Association called for that purpose at which a quorum is present. All amendments by the Declarant shall be by means of recording such amendments with the Ada County Recorder. All amendments by the members shall be certified in writing by the President and Secretary of the Association and shall be recorded with the Ada County Recorder's office.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30 day of March, 2021.

Declarant:

JAYO LAND DEVELOPMENT  
COMPANY, INC.  
an Idaho corporation

By: *Douglas Jayo*  
DOUGLAS JAYO, President

STATE OF IDAHO            )  
  :SS  
County of Ada             )

This record was acknowledged before me on March 30, 2021 by  
Douglas Jayo, President of Jayo Land Development Company, Inc.

(SEAL)

JODIE L MOGENSEN  
COMM NO. 6242  
NOTARY PUBLIC  
STATE OF IDAHO  
MY COMMISSION EXPIRES: 10/15/2021

*Jodie L. Mogensen*  
Notary Public for Idaho  
Residing at: None, ID

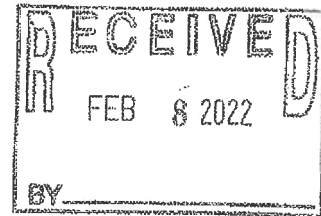


MECHANICALLY RECORDED - DO NOT  
RECORD THE COUNTY STAMPED FIRST  
PAGE IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=3 BONNIE OBERBILLIG  
PIONEER TITLE COMPANY OF ADA COUNTY

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**This sheet has been added to document  
to accommodate recording information.**



**AMENDMENT NO. 1 TO MASTER DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR CHERRY BLOSSOM PLACE SUBDIVISION NO. 1**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHERRY BLOSSOM PLACE SUBDIVISION NO. 1 ("**First Amendment**") is made and entered into, this 7 day of February, 2022, by Jayo Land Development Company, Inc. and Idaho corporation ("**Declarant**").

**RECITALS:**

A. Declarant recorded the Master Declaration of Covenants, Conditions, and Restrictions for Cherry Blossom Place Subdivision No. 1 dated March 30, 2021 ("**Declaration**"), and recorded March 30, 2021 as Instrument No. 2021-050175 in the official records of Ada County, Idaho.

B. Pursuant to Section 9.3 of the Declaration, Declarant possesses the exclusive power and right vote to amend the Declaration as the Declarant still maintains control of the Association as provide therein.

C. Declarant desires to amend Section 2.10, 2.25, and 5.79 of the Declaration to clarify the provision regarding Type of Buildings, Water and the Operation and Maintenance of Irrigation Water Supply Systems within the Subdivision.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

**1. Amendment to Section 2.10 Water.** Declarant does hereby delete Section 2.10 of the Declaration and replaces it in its entirety, as if originally included in the Declaration as follows:

**Section 2.10 Water.** Domestic water for use inside any residence shall be furnished by the Meridian Water Company or its successors. Irrigation water shall be provided by a pressurized irrigation water system to be owned and maintained by the Association. Provided, however, that any damage to the irrigation pipes and lines caused by a lot owner shall be the responsibility of the lot owner. All owners shall be required to contain water within their respective Lots. Water usage may be restricted or controlled on any Lot at the direction of the Board. Individual lot owners shall be responsible for restoring and replacing any patio or other structure that may be removed based upon its encroachment upon any irrigation or utility easement.

**2. Amendment to Section 2.25 Type of Building.** Declarant does hereby delete Section 2.25 of the Declaration and replaces it in its entirety, as if originally included in the Declaration as follows:

**Section 2.25 Type of Building.** All buildings shall be single level. All buildings shall be of true lap siding with a minimum of five (5), six (6) or seven (7) inch reveal with a stone or brick accent and shall be maintained in a good state of repair. Siding shall be finished and painted and such finish to be kept in good repair. No steel, aluminum, stucco or vinyl siding is allowed. All buildings shall be required to have some stone or brick on the front of the building. Eyebrow accents on front soffits can be of metal or aluminum. The roof pitch for all buildings shall be a minimum of five-twelve (5/12) pitch. All roofs shall be a 30-year minimum or better architectural asphalt shingle. The roof shingle color shall be black and all roof penetrations shall be painted black. All exterior selections and colors to be approved by the Architectural Control Committee.

