

**SYRINGA SPRINGS SUBDIVISION**  
P.O. BOX 701  
Fruitland, ID 83619

**DECLARATIONS ESTABLISHING COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SYRINGA SPRINGS SUBDIVISION**

ARTICLE I: RECITALS

WHEREAS, the undersigned (hereafter collectively “Grantor”) is the owner of certain land, in Payette County, Idaho, more particularly described as SYRINGA SPRINGS SUBDIVISION, (hereafter “Property”, as set forth in all exhibits and attachments);

WHEREAS, the Property is contemplated to be developed in phases and shall be developed as defined in the ordinances of Payette County, Idaho, for residential uses;

WHEREAS, the Grantor desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitude herein set forth to insure the proper design development, improvement and use of the Property by the Grantor and all other persons or entities who may subsequently acquire an interest in the Property.

ARTICLE II: DECLARATIONS

**SPECIAL CONDITIONS:** The following conditions specific to SYRINGA SPRINGS SUBDIVISION apply:

Domestic Irrigation System Prohibited. Connecting a public irrigation system to a domestic water supply is prohibited by city ordinance.

The Grantor hereby declares that the Property described in all Exhibits and attachments, and each lot, tract or parcel thereof (hereafter called “Lot” unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude (hereafter collectively called “Covenants and Restrictions”), all of which are declared and agreed to be in furtherance of a general plan for the protection maintenance, subdivision, improvement and sale of SYRINGA SPRINGS SUBDIVISION and each Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and conditions set forth herein shall run with the land and each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in SYRINGA SPRINGS SUBDIVISION or any Lot therein, and shall insure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor and by any Owner, as hereafter provided. Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Grantor’s right to

complete development of all phases of SYRINGA SPRINGS SUBDIVISION in accordance with the plans therefore as the same exists or may be modified from time to time by the Grantor, nor obligate the Grantor to complete the development of SYRINGA SPRINGS SUBDIVISION except as expressly provided herein, nor prevent normal construction activities during the construction of improvements upon any Lot in SYRINGA SPRINGS SUBDIVISION. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee (ACC), provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment to this Declaration.

### ARTICLE III: DEFINITIONS

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

ACC: The Architectural Control Committee for SYRINGA SPRINGS SUBDIVISION.

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

Declaration: This instrument as it may be amended from time to time.

Development: The Project to be undertaken by the Grantor resulting in the improvement of SYRINGA SPRINGS SUBDIVISION, including landscaping, amenities, roads and pathways, utility services and other improvements, as elected by the Grantor.

Grantor: The undersigned Owner of the land described on Exhibit A.

Home Owners Association: An organization formed to operate the irrigation system, landscaped areas and any common areas which lie within the boundaries of SYRINGA SPRINGS SUBDIVISION and any other duties as provided for in the Articles of Incorporation.

Improvements: All structures and appurtenances thereto of all kinds and types, including, but not limited to: buildings, roads, driveways, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs, and lighting. Improvements shall not include those items which are located totally on the interior of a building and cannot be readily observed when outside thereof.

Lot: A portion of SYRINGA SPRINGS SUBDIVISION which is a legally described tract or parcel of land within SYRINGA SPRINGS SUBDIVISION or which is designated as a lot on any recorded subdivision plat relating to SYRINGA SPRINGS SUBDIVISION.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in SYRINGA SPRINGS SUBDIVISION, to secure performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to "First Mortgage", including a "First Deed of Trust".

Occupant: Any person, association, corporation, or other entity, including their heirs, personal representatives, successors and assigns, who or which is an Owner, or has leased, rented, been licensed or is otherwise legally entitled to occupy and use any Building of Improvement on a Lot, whether or not such right is exercised.

Owner: A person or persons, or other legal entity or entities, including the Grantor, holding fee simple title to a Lot in SYRINGA SPRINGS SUBDIVISION, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee or other security holder, provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at a foreclosure sale or otherwise.

Plat: A final subdivision plat or plats covering any real property in SYRINGA SPRINGS SUBDIVISION, as recorded from time to time in the office of the County Recorder, Payette County, Idaho, as the same may be amended by duly recorded amendments thereto.

Residential Lot: A Lot used for single-family residential purposes and uses incidental thereto, as limited by this Declaration.

Subdivision: The whole of the land described on Exhibit A as amended from time to time with the platting of additional phases of the development. A reference in this Declaration to SYRINGA SPRINGS SUBDIVISION shall include all Lots shown on the Plat for SYRINGA SPRINGS SUBDIVISION.

#### ARTICLE IV: PURPOSE

SYRINGA SPRINGS SUBDIVISION is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each an every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, except as otherwise exempted herein, to insure proper design, development, improvement, use and maintenance of SYRINGA SPRINGS SUBDIVISION for the purpose of:

- (a) Insuring Owners, and Occupants of buildings, of such quality in design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) Prevention of the erection within SYRINGA SPRINGS SUBDIVISION of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and assuring the erection of high-quality and attractive Improvements, appropriately located within SYRINGA SPRINGS SUBDIVISION.
- (d) Securing and maintaining proper set-backs from streets, and adequate free spaces between Improvements.
- (e) Designating and maintaining open-space areas to maintain and enhance the environment.

#### ARTICLE V: PERMITTED USES

Section 5.01. Use. The lots within SYRINGA SPRINGS SUBDIVISION shall be used for the following purposes:

- (a) Residential Lots: The following lots shall be used exclusively for single-Family residential purposes and such uses as are customarily incidental thereto (hereafter “residential Lots”):
  - (1) In SYRINGA SPRINGS SUBDIVISION No.1, according to the

Plat thereof, except as noted below:

(This subsection reserved for future use.)

- (b) Other Lots: The following Lots shall be used for other purposes, subject to the limitations as provided in this Declaration:

(This subsection reserved for future use.)

Section 5.02. Approval of Use and Plans: No Improvements shall be built, constructed, erected, placed or materially altered within SYRINGA SPRINGS SUBDIVISION after the date of this Declaration, unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved by the ACC in accordance with the provisions of Article VI, below.

Section 5.03. Prohibited Buildings: No trailer or other vehicle, tent, shack, garage, accessory building or outbuilding on a lot shall be used as a temporary or permanent residence.

Section 5.04. Setbacks – Residential Lots: Any building constructed on a residential Lot shall comply with the following minimum setbacks from the Lot line:

According to the City of Fruitland.

Section 5.05. Easements: There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the benefit of each Owner and Occupant and their successors and assigns, for the purposes incident to such use, development and maintenance of SYRINGA SPRINGS SUBDIVISION, an easement(s) for the installation and maintenance of public utility facilities of all kinds, including radio, television and transmission cables, and the easements designated on the recorded Plat. Any variance to setbacks must have ACC approval in writing. As used herein and elsewhere in this Declaration, “front yard” shall mean that area on a residential Lot from the right-of-way line, as shown on the Plat to the closest line created by the front of the residential dwelling on the Lot, extended to each side Lot line. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entity having jurisdiction over SYRINGA SPRINGS SUBDIVISION require setbacks different than those provided herein, the more restrictive shall control.

Section 5.06. Commercial Use: No Lot shall be used at any time for commercial or business purposes except for such activity as shall be conducted and maintained solely within a residential dwelling unit located on a Lot, provided that no signs relating to said

business activity shall be displayed where visible from any public or private road within SYRINGA SPRINGS SUBDIVISION, and provided further, that the principal use of each Lot shall be as provided for in Section 5.01 above. Notwithstanding the foregoing, the Grantor, or persons authorized by the Grantor may use a residential Lot(s) for development and sales activities relating to SYRINGA SPRINGS SUBDIVISION, model homes or real estate marketing and sales.

Section 5.07. Lighting: Exterior lighting and interior lights reflecting outside shall be placed in such a manner which will minimize glare and excessive light spillage onto neighboring Lots.

Section 5.08. Animals / Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that up to two (2) domesticated animals shall be allowed, including dogs, cats, or other household pets which do not unreasonable bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance.

In the event an Owner constructs or maintains a kennel or other restraining area upon a Lot, such shall:

- (a) be located on a Lot in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners and Occupants; and,
- (b) at all times be kept in a clean and odor-free condition.

Section 5.09. Drilling and Exploration: No oil exploration, or development of any kind of nature of mining exploration, or any structures in connection therewith shall be permitted to be performed, erected, maintained or used on any Lot, and no minerals shall be permitted to be mined or extracted on any Lot.

Section 5.10. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for sale by displaying a single, neat and reasonably sized sign on a residential Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on a residential Lot during the construction of Improvements. All lighted, moving or flashing signs for any purpose are prohibited.

Section 5.11. Subdividing: Except as specifically provided in this Declaration to the contrary, no Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling a Lot to

more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC to do so.

Section 5.12. Fences: No fence of any kind shall be constructed on any Lot unless the plans and specification therefore, including the location, material and color thereof, have been approved in writing by the ACC prior to construction or installation. No fence of hedge located on a Lot, shall have a height greater than six (6) feet above the surface of the ground upon which it is located. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited on all Lots. All fences shall be constructed in a substantial manner and shall be maintained at all times in good repair. All new fences constructed along subdivision boundaries or of common Open Space shall be of Wrought Iron privacy or semi-privacy vinyl fencing (no maintenance), as determined by the ACC, it being the intent of the ACC to require uniformity in new boundary fencing to the extent reasonably possible. No fences shall be allowed in the front yard of a Residential Lot. It is the intent of the Grantor that the ACC shall have the authority to regulate all new fences within SYRINGA SPRINGS SUBDIVISION, to the end that the location, type and size of each fence, and the material used therein shall, to the extent possible, present a reasonably well-coordinated, appropriate appearance.

Section 5.13. Irrigation Water: The Grantor shall provide facilities to deliver irrigation water to each Lot via pumps and distribution lines from a central pump station, utilizing water rights obtained from Farmers Co-Operative Irrigation Co., Ltd. Maintenance, taxes, insurance, water-right costs, and general operation of the pumps and pressurized irrigation system shall be the responsibility and cost of the Owners Association, along with maintenance and care of the common and landscaped areas. Water use shall be on a rotation basis, to be worked out among the users. Distribution systems within each Lot shall be the responsibility of each homeowner. The supply of irrigation water to the landscaped Lots shall be included in the water rotation agreed to by the Owners. The costs and expenses incurred for the operation and maintenance of the irrigation system serving the Lots shall be paid as provided in Article VII, below. The irrigation system shall be subject to the availability of water provided by Farmers Irrigation to the Head gate. Seven Oaks Development assume no responsibility or do not warrant water to the Head gate. (The pressure irrigation water is unfit for Human Consumption (see attachment #1).)

Section 5.14. Sewage Disposal: Public sewers serve SYRINGA SPRINGS SUBDIVISION. Each Lot shall be connected to this public system on or before occupancy of the residential dwellings constructed thereon.

Section 5.15. Maintenance: The following provisions shall govern the maintenance of Lots and all improvements thereon:

- (a) Each Owner of a Lot shall maintain all improvements located thereon in good and sufficient repair, and shall keep the improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut, and otherwise maintain the same in a neat and aesthetically pleasing condition. Pending the construction of improvements, each Owner shall keep the Lot in a neat condition, and shall not permit an unreasonable accumulation of rubbish and debris, and shall keep all weeds and other vegetative growth cut.
- (b) In the event that all or any portion of the improvements on a Lot are Damaged or destroyed by fire or other casualty, including any damage occurring as a result of the exercise of the power of eminent domain, or any transfer-in-lieu thereof, the Owner shall reconstruct or cause to reconstruct Lot improvements to an architectural whole in accordance with the requirements of this Declaration.
- (c) A building which is vacant for any reason shall be kept locked and all Windows glazed in order to prevent or discourage entrance by vandals.
- (d) All structures, facilities, equipment, objects and conditions, as determined by the ACC in its sole discretion, reasonably exercised, to be offensive, or which creates a visual blight within SYRINGA SPRINGS SUBDIVISION, shall be removed or enclosed within an ACC-approved structure, or appropriately screened from public view.

Section 5.16. Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within SYRINGA SPRINGS SUBDIVISION, and no odor shall be permitted to arise therefrom so as to render any Lot unsanitary, unsightly, offensive or detrimental to any other Lot therein or in the vicinity thereof, or to its occupants. No noise or other nuisance shall be permitted to exist, operate upon or originate from any Lot so as to be offensive or detrimental to any other Lot within SYRINGA SPRINGS SUBDIVISION.

Section 5.17. Boats, Campers and Other Vehicles: Any trailer, mobile home, truck larger than a standard pickup, motor-home, boat, tractor, vehicle (other than automobiles), camper and garden or maintenance equipment, when not in actual use, shall be kept at all times in an enclosed structure, or screened from public view, and at no time shall any said vehicle or equipment be parked or stored on a public or private right-of-way within SYRINGA SPRINGS SUBDIVISION.

Section 5.18. Exterior Energy Devices/Antennae: No energy production device including, but not limited to, generators of any kind and solar energy devices, or exterior antenna or satellite dishes for the reception of radio, television or other signals shall be constructed or maintained on any Lot without prior written approval of the ACC, except



for heat pumps, air-conditioning units and similar equipment shown on the plans approved by the ACC.

Section 5.19. Minimum Areas: No building intended for use as a single-family residence shall be erected, altered, placed or permitted to remain on any residential Lot, if the dimensions or specifications of said residential building do not meet the following minimum requirements:

- a) Minimum Living Area Requirements. The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of basements, porches, patios and garage. Minimum living area requirements are as follows:
  - (1) For Lots with frontage on 1. Syringa Falls Court included are Block 1, lots 1 through 15. 2. Syringa Springs Drive Block 2 Lots 18 through 32.
    - a) For single story residences, 1,800 minimum square feet of living area is required;
    - b) For two story residences, 1,800 minimum total square feet of living area is required. Minimum of 1,600 square feet on first floor.
  - (2) For Lots with frontage on – All other Syringa Springs subdivision lots to be included
    - a) For single story residences, 1,500 minimum square feet of living area is required.
    - b) For two story residences, 1,500 minimum total square feet of living area is required. Minimum of 1,100 square feet on the first floor.
- b) Minimum Garage Area Requirements. Garages shall be fully enclosed, shall provide for a minimum of two (2) automobiles, and shall aggregate to a total of no fewer than 440 square feet in area.

Section 5.20. Construction Standards: The following standards and requirements shall apply to the construction and/or installation of any improvements on a residential Lot within SYRINGA SPRINGS SUBDIVISION:

- (1) Commencement of Construction: Except for Lots owned by the Grantor or assigns, all Lot improvements shall be constructed as soon after closing of said Lot purchase as is practicable; provided however, that completion of housing improvements upon said Lot shall be no more than twelve (12) months after the date of closing thereon, as evidenced by a certificate of occupancy issued by the City of Fruitland.
- (c) Excavation: Any excavation shall be performed in a workmanlike manner and the Lot kept free from debris. Each Owner shall be responsible for the repair of any damage which may occur during the construction period to

any road, curb and gutter, sidewalk, mailbox and/or standard, street tree, signage, utility facility or other on-site or off-site improvement, where such damage is caused by the Owner or contractors employed by the Owner. Unless an Owner otherwise notifies the ACC in writing prior to the Owner's commencing of construction on a Lot, all existing on-site improvements shall be conclusively deemed to be in good working order and condition, and any damages occurring thereto during construction shall be the responsibility of the Owner. All such repairs required hereunder shall be made immediately following the occurrence of the damage.

- (d) Utilities: The connection to all utility facilities shall be underground and shall be inspected and approved by both the appropriate governmental entity having jurisdiction thereof, and by the company providing the utility service, if required. Utility meters shall be placed in an unobtrusive location and concealed behind fences or landscaping wherever possible.
- (e) Landscaping: As a general guideline for the landscaping of each Lot, and as shall be shown on the landscape plan to be submitted to the ACC under Section 6.07c, below, the front yard area of each Lot shall be serviced by an underground sprinkler system and landscaped with sod, trees, shrubs, and ground cover, or utilized as entryways. Minimum front yard landscaping must be completely installed within sixty (60) days from the time the building is first occupied, weather permitting. It shall be the responsibility of the Owner to complete the minimum required front landscaping, or to cause it to be completed by the Owner's builder, if applicable. Once installed, front yard landscaping must be continuously maintained and watered, subject to seasonal limitations.
- (f) Driveways: All driveways must be of concrete construction from the back of curb to at least a length of 22 feet from the front Lot line.
- (g) Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:
  - (1) All debris shall be removed from the Lot prior to the beginning of each weekend;
  - (2) No materials shall be placed upon, stored or allowed to scatter onto any other Lot in SYRINGA SPRINGS SUBDIVISION;
  - (3) Vehicles belonging to workmen or used in the construction of improvements shall not be parked in front of occupied residential dwellings, or interfere with traffic on public streets;
  - (4) Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof.
- (h) Time of Work: Any work or other activity in connection with the construction or installation of the improvements on a Lot shall be conducted on such days and at such times during the day as shall not constitute or result in an unreasonable nuisance or annoyance to neighboring Lots.
- (i) Roofs: The roof of each building on a residential Lot shall be covered with minimum 25-year architectural composition shingles, and shall be

approved by the ACC under Article VI, below. The front elevation shall have an architectural break in the siding, such as stucco, brick, or rock and must be approved by the ACC in writing prior to construction.

- (j) Exterior Colors: All buildings constructed in the Property shall be of neutral or earth-toned color, and must be approved by the ACC in writing, prior to commencement of construction.
- (k) Qualified Contractor: The construction of each Building on a Lot shall be performed by a qualified general contractor, reasonably experienced in the construction of residential dwelling units and related improvements. No Owner of a Lot shall construct a Building on a Lot unless such Owner is a qualified general contractor approved by the ACC and possesses the experience required above.

## ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

Section 6.01. Member of the Committee: The Architectural Control Committee (ACC) shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he or she has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

Section 6.02. Appointment and Removal: The members of the ACC shall be:

As long as the Grantor owns any property within SYRINGA SPRINGS SUBDIVISION, the above named persons shall be empowered to appoint all member of the ACC. When the Grantor owns none of the property in SYRINGA SPRINGS SUBDIVISION, the Owners by majority vote shall elect the members of the ACC. Upon that event, the ACC members may also serve as officers of the Owners Association. The ACC shall have the right, by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

Section 6.03. Non-Liability: Neither the ACC, nor any member thereof, nor the Grantor shall be liable to any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees by submission of such application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein not to bring any action or suit against the ACC or any member thereof, of the Grantor to recover such damages.

Section 6.04. Approval Required: No construction, alteration, modification, removal or destruction of any improvements of any nature whatsoever which materially alters the exterior appearance of the improvements on a Lot, shall be initiated or be permitted to continue or exist within SYRINGA SPRINGS SUBDIVISION, without prior express written approval of the ACC.

Section 6.05. Basis of Approval: Approval by the ACC shall be based, among other things, on: the adequacy of the Lot dimensions; the conformity and use of external design with neighboring improvements; the effect of location and use of improvements on neighboring Lots; the relationship of the improvements to topography, grade, finished ground elevation, drainage and landscaping of the Lot to that of neighboring Lots; the proper facing of the main elevation with respect to nearby streets; and the relation of floor elevations to flood elevations as defined by government entities.

Section 6.06. Variances: The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstruction, aesthetics or environmental consideration or hardship may so require. Such a variance must be evidenced in writing, and signed by at least two (2) members of the ACC. If a variance is granted as provided herein, no violation of this Declaration or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted.

Section 6.07. Application: To request ACC approval for the construction, alteration, modification, removal or demolition of any improvements within SYRINGA SPRINGS SUBDIVISION, the Owner shall submit a written application in a form required by the ACC, which must be signed by the Owner, and must contain all information requested, and be accompanied by other material hereafter provided. The ACC shall have the right to require an Owner to pay a fee, not to exceed \$250.00 to reimburse the ACC for any actual out-of-pocket expenses incurred by the ACC with respect to the review of an application, plans and specifications and/or its decision thereon. Normal applications for plan approvals are on a no-charge basis. All applications must contain, or have submitted therewith, the following material (collectively called “plans and specifications”) prepared in accordance with acceptable architectural standards:

- a) Site Plan: A site plan showing the location of the building(s) and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks, and other pertinent information relating to the improvements.
- b) Building Plan: A building plan which shall consist of preliminary or final

Blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall be indicated by sample, if required by the ACC, for all exterior colors, materials and finishes, including roofing material to be used.

- c) Landscape Plan: A landscape plan for portions of the Lot to be Landscaped, which shall show location, type and size of trees, plants, sod, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system layout, fences, freestanding exterior lights, driveways, parking areas and walkways.
- d) Contractor: Such information concerning the qualifications of the general contractor selected by the Owner to construct the building and related improvements on the Lot, as shall be reasonably requested by the ACC to permit an informed determination whether the contractor is qualified and possesses the experience required by Section 5.20 above.

Section 6.08. Decision: Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within ten (10) days after receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or a denial. A conditional approval shall set forth with particularity the conditions upon which the application is approved and a denial shall state with particularity the reasons for such denial.

Section 6.09. Other responsibilities: Until the organization of a homeowner's association for SYRINGA SPRINGS SUBDIVISION, the ACC shall have such other rights and responsibilities necessary, required of convenient to carry out and enforce the provisions of their declaration, including the right to bring suit in its name or the name of one or all of its members. The ACC shall have the right to purchase, with funds provided from assessments levied under Article VII, below, and to keep in force a public liability insurance policy in an amount deemed reasonable by the ACC, insuring the Owners and the ACC from liability for bodily injury and/or property damage occurring on common area, provided that the failure of the ACC to purchase and/or keep in force such insurance shall not be grounds for the imposition of liability upon the members of the ACC.

## ARTICLE VII. ASSESSMENTS

Section 7.01. Lots Subject to Assessment: The Lots which are subject to assessment under the Article are the residential Lots.

Section 7.02. Covenant to Pay Assessments: Each Owner, by acceptance of a deed to a Lot, covenants and agrees to pay when due, the assessments provided for in this Article.

Section 7.03. Assessment Lien: All assessments levied and assessed hereunder, together with interest, costs and reasonable attorney fees, which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon each applicable Lot within SYRINGA SPRINGS SUBDIVISION, and shall also be the personal obligation of the Owner of such Lot at the date the assessment becomes due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. The assessment lien created hereunder may be enforced in the same manner as provided in the statutes of the State of Idaho for the enforcement of liens and mortgages. The lien herein created shall at all times be junior and subordinate to the lien of the first Mortgage or Deed of Trust encumbering the Lot.

Section 7.04. Initial and Annual Assessments: Certain dues and assessments payable by Lot Owners to the SYRINGA SPRINGS OWNERS ASSOCIATION, are provided for in this section.

- (a) Administration Fee. Commencing in the calendar year of the closing of any Lot purchase, whether with or without improvements, each Lot (as specified in Section 7.01, above) in SYRINGA SPRINGS SUBDIVISION shall be assessed One Hundred Fifty and no/100s Dollars (\$150.00 US) payable as an administration fee to the Owners Association.
- (b) Owner Association Dues. Further, periodic Owners Association dues shall be paid by all Owners, as follows:
  - 1) In any year that any Lot changes ownership, an amount representing the Full annual dues for said Lot shall be payable by the new Owner, from the closing of escrow for any Lot purchased or otherwise acquired, as prorated from the date of closing through the end of that year.
  - 2) All Lots shall be assessed annual Owners Association dues to be determined as to costs to maintain Pool, Common areas, and irrigation system. See Section 7.07
  - 3) Provided however, and in contemplation of the fact that Lots owned by the Grantor of SYRINGA SPRINGS SUBDIVISION will not materially benefit from the maintenance, amenities and services paid from Owner Association dues collected, any Lot owned by the Grantor or its assigns shall be assessed Owners Association dues equal to only twenty-five percent (25%) of the Owners Association dues otherwise attributable to any Lot owned by the Grantor.
  - 4) It is additionally provided that if the Grantor directly pays all or any portion of the expenses for which Owners Association dues and assessments are to be levied, as provided in Section 7.07 below, against or in excess of the amount assessed to Lots owned by the Grantor, such

excess amount so paid shall constitute a reduction of current dues payable, or as a prepayment of future assessments, if in excess of current assessment payable by the Grantor, which shall become due and payable on the Lots owned by the Grantor within SYRINGA SPRINGS SUBDIVISION. Any such assessment credit shall not inure to a subsequent Owner purchasing a Lot from the Grantor unless such person is the successor to substantially all of the interest of the Grantor in SYRINGA SPRINGS SUBDIVISION.

- 5) Each assessment shall be payable by an Owner to the SYRINGA SPRINGS Owners Association, or to such other party as the Association shall direct, in advance or in arrears as determined by the Association.

Section 7.06. Interest and Costs: Any assessment against a Lot, if not paid when due, shall bear interest at an annual rate as shall be set by the ACC from time-to-time, or if none is so set, at an annual rate of fifteen percent (15%). Such interest shall commence on the date the assessment becomes due and payable. In addition to the interest charge, if an assessment is collected by the ACC with the assistance of an attorney or collection agency, whether or not suit or action is filed, the Owner shall pay to the ACC reasonable attorney fees or collection charges incurred by the ACC, and such fees or charges may be awarded in a judgment against the Owner.

Section 7.07. Purpose of Assessments: The Owners Association, or ACC if no Owners Association yet exists, shall use all funds from the assessments paid by the Owners for the purpose of:

- a) Maintaining, repairing, replacing and otherwise in all respects caring for the Landscaping and related improvements, including, but not limited to: Common Area fencing, signage and lighting, and the sprinkler system(s) located within the landscaping easements as shown on the Plat(s) for the SYRINGA SPRINGS SUBDIVISION.
- b) Maintaining, repairing, replacing, operating, insuring and otherwise in all respects caring for the irrigation water delivery system, any related fencing and improvements thereto, and pertinent wastewater courses within SYRINGA SPRINGS SUBDIVISION including, but not limited to: the pumps, pump house, control panels, electrical systems and pressurized distribution lines, valves and fittings, except where the obligation to maintain the line is imposed upon an Owner(s) by this Declaration.
- c) Maintaining, repairing, replacing, insuring and otherwise in all respects operating and caring for the common landscaped areas including the payments of taxes, assessments and other costs with respect thereto. The Owners Association shall have the obligation to maintain, repair, replace and otherwise in all respects care for said landscaping and irrigation systems.

Section 7.08. Adjustment of Assessments: The Owners Association, or ACC if no Owners Association yet exists, shall have the right to increase or decrease the amount of the annual assessment levied against the Lots within SYRINGA SPRINGS SUBDIVISION, based on the actual and anticipated expenses of the Owners Association performing its obligations described in Section 7.07 above, including reasonable reserves for repairs and replacements.

Section 7.09. Limited Assessments: The Owners Association shall have the right and the authority to incur costs and expenses for the maintenance and repair of any Lot, including the improvements on a Lot. If such maintenance, repair, cleaning, and/or upkeep is deemed necessary in the sole discretion of the Owners Association to bring such Owner and/or Lot into compliance with the requirements of this Declaration, and if the Owner of said Lot has refused to perform the same within a reasonable time after written notice of the necessity thereof has been delivered by the Owners Association to said Owner, the Owners Association shall have the right to perform or cause performance of the same and to levy a limited assessment against the lot owned by such Owner, for the amount of the costs and expenses incurred by the Owners Association in connection therewith, including attorney fees. The right of the Owners Association to incur costs and expenses with respect to a Lot, and to secure repayment thereof by the levying of a limited assessment, shall also relate to the correction of a violation of this Declaration which an Owner fails or refuses to correct within a reasonable time after written notice delivered to such Owner by the Owners Association.

Section 7.10. Non-Exclusive Remedy: The right of the Owners Association to levy a limited assessment as described in Section 7.09 above, shall not be deemed the exclusive remedy of the Owners Association, and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of the limited assessment, collect the amount due directly from the Owner responsible therefore, and/or pursue any other remedy available at law or equity. Nothing in this Declaration shall prohibit or limit the Owners Association or an Owner from pursuing any legal or equitable remedy for a violation of this Declaration.

#### ARTICLE VIII – MISCELLANEOUS

Section 8.01. Term: This Declaration and all covenants, conditions, restrictions, and easements contained herein shall run until December 31, 2020, unless amended as hereafter provided. After December 31, 2020 said covenants, conditions, restrictions and easements shall automatically extend for successive periods of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least Ninety percent (90%) of the Lots in SYRINGA SPRINGS SUBDIVISION, and such written instrument is duly recorded with the Payette County Recorder.



Section 8.02. Amendment: This Declaration may be amended as follows:

- (a) By Grantor: Until title to a Lot within SYRINGA SPRINGS SUBDIVISION is conveyed by the Grantor to an Owner, this Declaration may be amended or terminated by the Grantor, by recordation of a written instrument signed by the Grantor, and acknowledged, setting forth such amendment or termination as to such Lot not conveyed.
- (b) By Owners: Except where a greater percentage is required herein, the Provisions of this Declaration, other than this Section may be amended by an Instrument in writing, signed and acknowledged by the Owners, including the Grantor, owning at least Ninety percent (90%) of the residential Lots within SYRINGA SPRINGS SUBDIVISION, and such amendment shall be effective upon its recordation with the Payette County Recorder. Any amendment to this Section 8.02 shall require the vote or written consent of all Owners, including the Grantor.

Section 8.03. Non-Waiver: The failure of the Grantor or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements, or other provisions of this Declaration, or to exercise any right or option contained herein, or to serve any notice, or to institute any action shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

Section 8.04. Enforcement – Costs: This Declaration may be enforced by the ACC or by any Owner (including the Grantor) of a Lot. If suit or other action is filed to interpret or enforce this Declaration, or any provision thereof, the prevailing party shall be awarded reasonable attorney fees, in addition to the costs and disbursements allowed by law, including the same with respect to an appeal.

Section 8.05. Acceptance: Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement, or option, accepts the same subject to all the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration, and agrees to be bound by the same.

Section 8.06. Severability: Each of the provisions hereof shall be deemed independent and severable or unenforceability of any provision or portion thereof shall not affect the validity of enforceability of any other provision.

Section 8.07. Interpretation: The provisions of this Declaration shall be liberally construed to affect the purposes hereof and shall be construed and governed in accordance with the laws of the State of Idaho. The singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the feminine, masculine and neuter. All captions and titles are intended solely for convenience of reference, and shall not affect that which is set forth in any of the provisions hereof.

IN WRITNESS HEREOF the Grantor has executed this Declaration as of the day and year first written above.

GRANTOR

\_\_\_\_\_  
Seven Oaks Development Co.  
Managing Member

State of Idaho            )  
                                  )        SS:  
County of Payette        )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same.

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

\_\_\_\_\_  
Notary Public for Idaho  
  
Residing at Caldwell, Idaho  
  
My Commission Expires:\_\_\_\_\_

**SYRINGA SPRINGS SUBDIVISION  
DESIGN STANDARDS SUMMARY**

(September 2004)

**Garages and Driveways** (Minimum 2-Car, Fully Enclosed) 440 Square Feet  
✓ Concrete Driveway Length 22 Feet From Front Property Line

**Lots Designated For: (\*) Block 2 Lots 1-32 (Syringa Falls area)**

✓ Single Story 1,800 Square Feet  
✓ Two Story 1,800 Square Feet  
1<sup>st</sup> Floor Minimum 1,600 Square Feet

**All Other Home Sites: (\*) (Block and lots not included above)**

✓ Single Story 1,500 Square Feet  
✓ Two Story 1,500 Square Feet  
1<sup>st</sup> Floor Minimum 1,100 Square Feet

**Roofs**

**Lots Designated For: Block 2 Lots 1-32 (Syringa Falls area)**

✓ Roof Pitch 6/12 Minimum  
✓ Roofing Materials Architectural Shingles (25-Year)  
✓ Fascia 6" Minimum

**All Other Home Sites: (Block and lots not included above)**

✓ Roof Pitch 5/12 Minimum  
✓ Roofing Materials (Color Approved by ACC) Architectural (25-Year)  
✓ Fascia 6" Minimum

**(Exterior Elevation Standards, Continued)**

**EXTERIOR ELEVATIONS**

**Stucco or Masonry Accents on Front Elevations**

- ✓ Designated Lots                      20% Front Elevation Coverage, or as approved
- ✓ All Other Home Sites                10% Front Elevation Coverage, or as approved
- ✓ Stucco Corner Accents Wrapped on Side Wall                      1-Foot Minimum

**Colors** (Body, Fascia, Trim, Roof, Shutters, Stucco/Masonry).

ACC-Approved Prior to Application

**Front Lighting**

2-Fixture Minimum

**(Exterior Elevation Standards, Continued)**

**Front Yard Landscaping (\*\*)**

- ✓ Extent Required                      Front Yard, Within 30 Days of Occupancy
- ✓ Sod                                        Front Yard, Within 30 Days of Occupancy
- ✓ Trees (In Addition to Existing Street Trees) Front Yard: 2 Each, 1.5” Caliper
- ✓ Shrubbery                      Front Yard: 5 Shrubs, or as Deemed Appropriate by ACC
- ✓ Automatic Sprinkler System – Front Yard, Within 30 Days of Occupancy

**Fencing**      No Minimum Requirement. Vinyl, Wrought Iron, or As Approved by ACC

**Mailboxes** White Vinyl Standards With White Metal Mailboxes (Provided by Developer)

Affected parties are to make all submittals and inquiries to:

Syringa Springs  
P.O. Box 701  
Fruitland, Idaho 83619  
Phone: 452-5777

(\*) Exclusive of garages, porches or patios, except as noted.

(\*\*) Weather permitting. If delayed, appropriate funds held back from home closing.

## Attachment #1

**Date Issued:** \_\_\_\_\_

### **NOTICE: PRESSURE IRRIGATION SYSTEMS**

Water from the pressure irrigation system is unfit for human consumption. It contains untreated surface water, which may contain disease-causing organisms. If you drink this water, it is likely that it will make you sick; and while less likely, it is possible that the illness will result in your death or permanent disability. Surface water can also contain agricultural chemicals that can be hazardous to your health.

**Do not, under any circumstances, drink water from the pressure irrigation system.**

Homeowners should ensure that all irrigation faucets and risers are adequately marked. Do not remove existing tags or other warning markings from the pressure irrigation risers. If you should find a riser that is unmarked, please refer to your subdivision covenants for information on the type of warning that must be used.

Homeowners should also satisfy themselves that no cross-connections between the potable water system and the pressure irrigation system were made by previous owners. Never interconnect your drinking water and pressure irrigation systems.

If you have any questions or concerns about the pressure irrigation system in your development, please contact your local District Health Department or the Department of Environmental Quality at the numbers listed below:

Southwest District Health Department                      642-9321

Idaho Department of Environmental Quality              373-0550

**AMENDMENT TO SYRINGA SPRINGS SUBDIVISION CCR's**

**Instrument #329343 recorded in Payette County September 14, 2005**

Section 8.04 ENFORCEMENT:

Addition – Non-compliance to any part of this declaration will be upheld by the ACC or by any owner (including the Grantor) of a lot. Action will include:

First: A verbal notice of non-compliance of the Declaration, inviting the party to make correction.

Second: Step to inform in writing to the occupant or owner, corrections needed, and to have correction made within \_\_\_\_\_ working days.

Penalty for non-compliance will start at the end of the grace period as set in writing to the owner/occupant, who is in non-compliance.

The penalty fee shall be \_\_\_\_\_ per day. After these methods have been issued with no results, suit or other legal actions will be filed to enforce the interpretation of this declaration.