

After receipt of written demand therefore, or the amounts may, at the option of the board, be added to the amounts payable by such Owners as Regular Assessments.

Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice.

In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of the damage or destruction. If after ninety (90) days of the repair, restoration or reconstruction of such damaged or destroyed improvements have not taken place, the Association, upon fifteen (15) days prior written notice to the owner of such Property, shall have the right to correct such condition, and to enter upon Owners Lot for the purpose of doing so and such Owner shall bear all costs incurred by the Association, a lien shall be applied to the lot.

2.4 Improvements Location. No Improvements shall be constructed in violation of set-back requirements established by law, or by this Declaration as set forth on the recorded plat of the Subdivision.

2.5 Nuisances. No noxious or offensive activity, including without limitation, those creating an offensive odor, shall be carried on upon any Lot or the Common Area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.6 Temporary Structures. No improvements of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

2.7 Signs. No signs of any kind shall be displayed to the public view on any lot Except one sign of no more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or the Declarant to advertise the Property during the construction and sales period.

2.8 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

2.9 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that the keeper of such pets, complies with all city, and county laws, rules and regulations. No dog runs or kennels shall be permitted to be kept or placed within five (5) feet of a setback line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structure be visible from a street. All such kennels or facilities shall comply with all applicable laws and rules.

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2.10 Garages and Refuse Disposal. No rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on the property except trash kept and

maintained within the interior of a unit in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, neat, and sanitary condition.

2.11 Water Supply. The Property is located within Drainage Dist. #2 Irrigation District and all lots are subject to assessments by said district. No individual domestic or irrigation water supply system shall be permitted on any lot, except an irrigation system that may be constructed and operated by said District with the approval of the Association. Otherwise, all water and irrigation shall be accomplished by use of metered municipal supply. The Association purposes as provided under Idaho Code S 43-701 (2).

2.12 Sewage Disposal. No individual sewage disposal system shall be permitted on any lot. All lots shall be subject to the following sewer requirements of the city of Boise :

2.12.1 A monthly sewer charge must be paid after connecting to the City of Boise public sewer system, according to the ordinances and laws of the City.

2.12.2 Each owner shall submit to inspection by the Department of Public works, the Department of Building, or other Department whenever a subdivided lot is to be connected to the sewage system constructed and installed on and within the property.

2.12.3 The Declarant/owner of this subdivision, or lot or lots therein, shall and hereby does vest in the City of Boise the right and power to bring all actions against the owner of the premises hereby conveyed or any part thereof for the collection of any charges herein stated.

2.12.4 The recording of the plat by Declarant shall be deemed and construed As a request for the annexat on of its property to the corporate limits of Boise City such requests and consents shall be binding on all subsequent purchasers or owners of Declarant's property.

2.13 Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within ten (ten) feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

2.14 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.

2.15 Boats, campers and other vehicles. No boats, trailers, tractors, recreational vehicles (i.e. any trailers, campers, motor homes, automobile campers or similar vehicle or equipment) dilapidated, unrepaired or unsightly vehicles, or similar equipment, motorcycles, snowmobiles, trucks (working or non-working) greater than three-quarter (3/4) of a ton in size shall regularly or as a matter of practice be parked or stored on any portion of the property (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the architectural committee.

Notwithstanding the foregoing, any boat, camper trailer or recreational vehicle which is in good repair and working order which does not exceed the following dimensions may be stored on the side yard of a lot between front and rear yard setbacks if screened by a six foot (6') fence: eight (8) feet wide, twenty-seven (27) feet long and ten (10) feet high. Provided, however, such storage may not be located adjacent to the street on a corner lot.

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2.16 Bathrooms. All bathrooms, sinks and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with the sewer system.

2.17 Antennae. No television antennae, satellite receivers, or radio aerials shall be installed on the property, other than within the interior of a unit.

2.18 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 with a safe and well-designed interior fireplace, (except such picnic fires in portions of said common areas designed for such use or) except such controlled and attended fires required for clearing or maintenance of land.

2.19 Unsightly Articles. No unsightly articles shall be permitted to remain on any lot or common area 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 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 committee. "Screened" is defined as being concealed or made non-visible from eye level, at grade, at all points with the property.

2.20 Light, Sound – General. No light shall be emitted from any lot or from common area which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot or common area which is unreasonably loud or annoying and no odors shall be emitted on any property which are noxious or offensive to others.