

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 MR 28 PM 3:52

RECORDED - REQUEST OF

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PIONEER TITLE

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

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

OF

ASH PARK HOMEOWNERS ASSOCIATION, INC.

The real property subject to this Declaration of Covenants and Restrictions is described as follows: real property comprising the Village Green Subdivision, a re-subdivision of a portion of Lot 16, Leonard's First Subdivision, and adjoining vacated right-of-way in the northwest quarter of the southeast quarter of Section 19, Township 4 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, as shown on the official plat for Village Green Subdivision as filed at page 8497, book 79, Records of Ada County, Idaho.

ARTICLE I - DEFINITIONS

A. Mortgage. A first lien covering a fee interest or eligible leasehold interest in a one-family unit in a project, together with an undivided interest in the common areas and facilities serving the project.

B. Unit or Townhouse. A unit or townhouse in this project is designated as Lots 2-5, 7-14 of Block 1, and Lots 1-4 of Block 2, and the undivided interest in the common areas and facilities and such restricted common areas and facilities as may be designated.

C. Common Areas and Facilities. Areas are for the use and enjoyment of the owners of units located in the project. The areas may include the land, roof, main walls, elevators, staircases, lobbies, halls, parking spaces and community and commercial facilities.

D. Restricted or Limited Common Areas and Facilities. Those areas and facilities restricted for use by a particular family unit or number of family units.

E. Owner. The legal owner of the unit. Where a real estate contract for the sale of a townhouse has been executed, the contract purchaser, and not the contract seller, shall be deemed to be the owner for the purposes of this declaration of covenants and restrictions. The term "owner" includes the Declarant.

F. Person. An individual, corporation, partnership, association, trustee, or other legal entity.

G. Assessment Fees. The apportionment of common expenses that will be charged to a unit owner in a manner to be determined by this declaration. The charge may include costs for utilities on individual units and on common use buildings, security requirements, salaries for employees of the association, repairs to common facilities, costs of administration and operation of the homeowners association. There shall be two types of assessments. One, maintenance and operation assessments. Two, the tax and insurance assessments.

H. Exempt Tree. Any preexisting vegetation or any vegetation included on the list of solar friendly vegetation kept by the City of Boise's Public Works and Community Planning and Development Departments.

I. Front Lot Line. The line represented by the connection of the most distant corners of a lot, including flag lots, where said corners are in common with the boundary of public or private roads. For corner lots, the front lot line is designated on the plat.

J. North Slope. The gradient, in percent slope, from the average finished grade of the front lot line of the shade restricted lot to the average finished grade of the solar lot line of a solar lot. The slope must be downward or decreasing in elevation from south to north.

K. Restricted Vegetation. A tree or other vegetation which is either evergreen, or if deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has a dense branching pattern which generally tends to block a high level of the sun's rays during the heating season. Refer to the list of "solar friendly" trees on file with the Boise City Public Works and the Community Planning and Development Departments.

L. Shade. That portion of the shadow cast by the shade point of a structure or vegetation which exceeds the five-foot fence at the solar lot line at solar noon, January 21.

M. Shade Point. That part of a structure, tree or other object, on a shade restricted lot, which casts the longest shadow (the most northerly shadow) when the sun is due south on January 21 at an altitude of 26 degrees above the horizon, except a shadow caused by a narrow object such as a chimney, antenna, utility pole, or wire.

N. Shade Point Height. The vertical distance or height measured from the average elevation at the solar lot line to the shade point. If the shade point is located at the north end of a ridge line of a structure oriented within 45 degrees of a geodetic north-south line, the shade point height computed according to the preceding sentence may be reduced three feet (3'). If a structure has a roof oriented within 45 degrees of a geodetic east-west line with a pitch which is flatter than six feet (6') (vertical) in twelve feet (12') or steeper, the shade point will be the peak of the roof.

O. Shade Restricted Lot. Any lot within the subdivision that is southerly of and adjacent to a solar lot. These lots have some restriction on vegetation types and structure height.

P. Solar Friendly Vegetation. A tree or other vegetation which is included on the solar friendly vegetation list kept by the City of Boise's Public Works and Community Planning and Development Departments.

Q. Solar Lot. A lot which has the following characteristics:

1. The front lot line is oriented within 30 degrees of a geodetic east-west bearing;
2. The lot to the immediate south has a north slope of 10% or less; and
3. Is intended for the construction of an above-ground inhabited structure.

R. Solar Lot Line. The most southerly boundary of a solar lot; the line created by connecting the most distant southerly corners of the solar lot.

S. Solar Setbacks. The minimum distance, measured perpendicular in a southerly direction, from the center of the solar lot line to the shade point of a structure or to restricted vegetation based upon its height at maturity on the shade restricted lot.

ARTICLE II - MAINTENANCE OF COMMON AREAS, FACILITIES AND INDIVIDUAL UNITS

A. Common Area to be Maintained by Association. The common area to be maintained shall comprise the common space unit shown on the official plat of Village Green Subdivision, which is Lots 1 and 6, Block 1, Lot 5, Block 2 and Lot 1, Block 3, the drainage systems and any present or future irrigation piping

systems for said subdivisions, according to the official plats thereof filed in the office of the County Recorder of Ada County, Idaho. The initial subdivision filed for record will be Village Green Subdivision, with additional property to be annexed to this corporation by filing for record of plats and additional declaration of Covenants, Conditions and Restriction referencing this corporation.

1. This corporation shall maintain all paving, landscaping, lighting, water amenities, irrigation piping facilities and other improvements which are now or may hereafter be lawfully installed upon said units, and may add to or modify the same as the board of directors shall from time to time deem necessary or desirable for the use and benefit of its members and their visitors.
2. No building permits shall be issued on any lot in this subdivision until the provisions of recorded Instrument No. _____ have been fulfilled as determined by the City of Boise.
3. Lots 1 and 6, Block 1, Lot 5, Block 2, and Lot 1, Block 3 are owned and shall be maintained by the Homeowners Association and may not be dissolved without the express consent of Boise City.
4. Each owner of all or any portion of any unit in the said subdivisions shall have a permanent nonexclusive easement to use said units for purposes of utilities, for landscaped area, recreational area and drainage facilities, all subject to rules and regulations promulgated by this corporation as hereafter provided. Public authorities shall have access to said units at any time for the purpose of providing necessary fire, police or other emergency protection and for maintenance of the drainage facilities.
5. This corporation shall operate and maintain all surface water drainage systems and irrigation piping which are now or hereafter lawfully installed in, on, under or across said subdivisions.
6. This corporation shall pay all real property taxes and assessments which shall from time to time be levied upon or against said common area units and any improvements thereon.

7. This corporation may establish reasonable rules and regulations governing the operation of the open area within said units and may modify such rules and regulations from time to time. A copy of such rules and regulations, and all amendments thereto, shall be furnished to each member promptly upon adoption thereof.

8. The construction of separate additional principle buildings on all lots is prohibited.

B. Other Facilities. The corporation shall also, at its expense, maintain, repair and replace:

The underground irrigation pipelines, pumps and appurtenances thereto, situated within the common area unit of the Village Green Subdivision serving the said open area units.

C. Exterior Maintenance of Individual Units. The Association shall maintain or provide for the maintenance of the exterior of all residential units and fences constructed on lots which shall be a common expense of the Association, excluding, however, door exteriors and windows. The door exteriors and windows shall be the responsibility of the individual unit owner.

D. Interior Maintenance of Individual Units. Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own dwelling unit, the deck of the balcony (if any), and the surface of patio areas, door exteriors and windows.

E. Description of Units. The actual units, their respective size, number, and Lot location are set forth on Exhibit A, which exhibit is incorporated herein by reference as if set forth in full.

ARTICLE III - SOLAR ACCESS COVENANTS, CONDITIONS AND RESTRICTIONS

A. Shade Restriction. Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restriction: Any structure or restricted vegetation (solar unfriendly) cannot cast a shadow higher than an imaginary fence 11.5 feet above the solar lot line on solar noon on January 21st when the sun is at an angle of 26 degrees above the horizon. This sun angle at noon on January 21st causes structures, vegetation, and other objects to cast a shadow twice as long as their height. The height of the shade point of a structure on the shade restricted lot is limited to 19 feet at the 15 foot rear yard zoning setback in order that the 11.5 foot

high "solar fence" at the north property line of the Shade Restricted Lot is not exceeded. These standards assure that a structure built to the 15 foot rear yard zoning setback, on the Solar Lot located to the north, will not be shaded more than four feet above grade on its south wall on January 21st at solar noon.

B. Pre-Existing Vegetation. Restricted vegetation (solar unfriendly), which existed when the subdivision was platted is exempt from the provisions of these covenants, conditions and restrictions. Any lot which would be shaded beyond the allowed shade limit by such vegetation shall not be classified as a Solar Lot.

C. Slope Exemption. Any lot with an average finished grade slope along the north-south lot dimension greater than 10% shall be exempt from the terms and conditions of these covenants, conditions and restrictions.

D. Solar Setbacks. Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback: Solar Setback (in feet) equals [Shade Point Height (in feet) minus 11.5 feet] times two. Table 1 below shows a few examples of solar setbacks for given shade point heights:

**TABLE 1
SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT**

<u>Shade Point Height</u>	<u>Solar Setback</u>
10'	0'
15'	7'
20'	17'
25'	27'
30'	37'

E. Solar Friendly Vegetation. Certain vegetation is considered "solar friendly" and is not restricted in regards to location on individual lots. Such vegetation is deciduous, dropping its leaves during early fall and regaining them during late spring. Such vegetation also has sparse branching which allows a high level of sunlight to penetrate through. This growth cycle produces shading during summer but allows sun to penetrate during winter. A list of acceptable solar friendly trees is maintained by the Boise City Public Works and the Community Planning and Development Departments.

**ARTICLE IV - SOLAR ACCESS RIGHTS,
DUTIES AND RESPONSIBILITIES**

A. Solar Access Rights. The owner(s) of solar lots shall have a right to unobstructed solar access in accordance with these covenants, conditions and restrictions.

B. Solar Access Duties. The owner(s) of any lot shall not build, install, or otherwise allow a structure or non-solar friendly tree on that lot to cast more shade at their solar lot line than permitted under these covenants, restrictions and conditions.

ARTICLE V - UNIFORM STANDARDS OF APPEARANCE

This corporation shall establish reasonable uniform standards for the exterior appearance and condition of all buildings and improvements situated in said subdivisions, for the purpose of maintaining a uniform and aesthetically pleasing exterior appearance and condition of such building and improvements. This corporation shall have the power to require any member to perform maintenance, repairs, and reasonable modification to such member's buildings and improvements for the purpose of bringing the same into conformity with such uniform standards of exterior appearance and condition. Should any member fail to perform maintenance, repairs or modification required by this corporation pursuant to the foregoing authority, the corporation shall have the right to bring a legal action for specific performance to compel such compliance, or in the alternative the corporation may cause the required work to be done at the member's cost and expense. The corporation may recover from any member its reasonable attorney fees and costs of suit incurred in enforcing compliance with the provisions herein set forth.

ARTICLE VI - INSURANCE

The corporation shall procure and make payment of premiums upon casualty insurance covering improvements to said common area units owned by the corporation, and public liability insurance covering occurrences in, on, and about the common areas and facilities owned by the corporation, covering such risks and in such policy limits as the board of directors shall from time to time deem appropriate. The board of directors is expressly authorized to decline to insure certain risks if in the discretion of the board of directors the procurement of insurance covering such risks is not economically feasible or practicable for the corporation.

ARTICLE VII - ASSESSMENTS

A. Purpose of Assessments. Members shall be subject to assessment for the purpose of paying the costs of administration and operation of the corporation, and for the purpose of paying the costs of the services provided by the corporation to its members. There shall be two types of assessments: (1) Maintenance and Operation Assessments; and (2) Tax and Insurance Assessments.

B. Maintenance and Operation Assessments. At least annually, the corporation's board of directors shall fix a maintenance and operation budget, to provide funds for the payment of the estimated costs of operating and maintenance costs for the corporation's common area and other facilities, together with any administrative expenses of the corporation. The budget may be adjusted from time to time as necessary in consideration of actual cost experience. Reasonable reserves for future expenses may be included in the budgets. Each unit, except the common area units or lots, shall be apportioned an equal share of the total annual assessment. The amount of quarterly maintenance and operation assessment with respect to each unit shall be one-fourth of the annual maintenance and operation assessment for such unit. The member or members who own each unit on the first day of each quarter must pay the quarterly maintenance and operation assessment with respect to such unit for said calendar quarter.

C. Tax and Insurance Assessments. Real estate and personal property taxes, and irrigation taxes, assessments and charges payable by the corporation, and the costs of all casualty and public liability insurance carried by the corporation, shall be apportioned equally among the units as billings for such charges are received by the corporation. Tax and insurance assessments must be paid prior to the date the corporation is required to make payment of such expenses.

D. Payment of Assessments. Assessments shall be initially payable at the rate of One Hundred Sixty Five Dollars (\$165) per quarter for each unit, beginning at the time the unit is sold by the original developer, and payable at such times and intervals as may be designed by the board of directors in its notification to members of the amounts assessed. Any assessment which shall not have been paid within fifteen (15) days following the due date thereof shall be deemed delinquent. For good cause the board of directors may extend the foregoing time limitation. Unpaid assessments constitute a lien upon any unit or units owned by the member whose assessments remains unpaid, and may be enforced by foreclosure as provided in the Articles of Incorporation. In the event any such foreclosure proceeding is required, the corporation shall be entitled to recover its

reasonable attorney fees and costs of suit in addition to the amount of the unpaid assessment or assessments.

E. Assessments Are Personal Obligations. In addition to constituting a lien on the unit and all its appurtenances, all sums assessed by the Association chargeable to any unit (together with interest, late charges, costs and attorney's fees) shall be the joint and several personal obligations of the owner and any contract purchaser of the unit when the assessment is made. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

F. Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established non-usurious rate, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum. If a monthly assessment against a unit is not paid when due, the Board may elect to declare all monthly assessments against that unit for the remainder of the fiscal year to be immediately due and payable.

ARTICLE VIII. PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property subject to this Declaration and shall be for the benefit of, and limitation upon, all present and future owners of said property or any interest therein:

A. Animal Restrictions. No animals, birds, insects or livestock shall be kept on said property except domesticated dogs, cats or other common household pets which do not unreasonably bother or constitute a nuisance to others and on such portions of roads and other public ways or easements as may be designed or permitted for such use from time to time by the Association. No dogs or cats in excess of two shall be kept by any residential household within said subdivision, and no animals of any kind shall be bred or kept for commercial purposes. All dogs must be leashed when outside a dwelling unit, and shall not be allowed in the common area or kenneled outside the dwelling units.

B. Clean and Sanitary Condition. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material

shall be kept in a clean and sanitary condition and shall not be permitted to be in public view.

C. Nuisance to the Neighborhood. No noxious, offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. Alternative Residences. No trailer, camper-truck, tent, garbage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

E. Parking Restrictions. Parking of junk cars, or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto. All other parking of equipment shall be prohibited except as approved in writing by the board of directors of Ash Park Homeowners Association, Inc. Automobiles shall not be parked upon the portions of the common area designated as streets.

F. Alterations to Common Area. No owner shall remove or otherwise alter any plant, tree or any landscaping or improvements in any common area without the written consent of the board of directors of Ash Park Homeowners Association, Inc.

G. Color of Exterior Paint, Stain, and Finish. The owner shall not change the color of paint, stain or finish from that initially placed upon the exterior of the improvements placed upon said property without first obtaining the approval of the board of directors of Ash Park Homeowners Association, Inc.

H. Encroachment. No overhangs, wing walls or other architectural appendages shall encroach or project onto adjoining lots.

I. Appurtenances or Appendages. There shall be no television antenna, ham radio antenna, or other appurtenances or appendages to any dwelling unit except as are approved by the board of directors of Ash Park Homeowners Association, Inc.

J. Storage Attachments. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the board of directors of Ash Park Homeowners Association, Inc.

K. Residential Use. All dwelling units within the subdivision shall be used solely for residential purposes and shall be occupied by not more than one family unit.

L. Adoption of Rules. The Ash Park Homeowners Association, Inc., through its board of directors, may adopt reasonable rules not inconsistent with this Declaration relating to the use of the common area and all facilities thereon, and the conduct of owner and their tenants and guests with respect to the property and other owners.

M. Right to Lease. The respective individual units or any portion thereof shall not be rented by the owner thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the unit are provided customary hotel service such as room service for food and beverage, maid services, furnishing laundry and linens, and bellboy service. Subject to the foregoing restrictions, the owner of the respective units shall have the absolute right to lease same provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration.

N. Clothes Lines. No exterior clothes lines shall be erected or maintained and there shall be no outside laundry or drying of clothes. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area.

O. Basketball Standards. No basketball standard or fixed sports apparatus shall be attached to the exterior surface of any residence or garage, or affixed to any portion of the common area.

ARTICLE IX. ADMINISTRATION OF PROPERTY;
RIGHTS RETAINED BY DECLARANT

A. Transition Date. The "Transition Date" shall be the date upon which the authority and responsibility to administer and manage the Association and the project, subject to this Declaration and the Bylaws, passes to the Ash Park Homeowners Association, Inc. The Transition Date will be either (1) the date designated by Declarant in a written notice to the owners, which date may, at Declarant's election, be any date after this Declaration has been recorded; or (2) the date Declarant has transferred title to purchasers of units representing one hundred percent (100%) of the total voting power of all unit owners; whichever of the foregoing occurs last.

B. Declarant's Powers Until Transition Date. Until the Transition Date, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Board of Directors and the officers of the Association, including but not limited to the adoption of rules and

regulations, contracting for the purchase of goods and services, buying insurance, and collecting and expending all assessments and other Association funds. Declarant shall have the power to contract with an experienced professional managing agent and delegate to the managing agent all of the powers and duties of the Board that the Board is authorized to delegate under Article VII. All such management contracts made by Declarant shall be subject to the same requirements as are set forth in Article VII for management contracts made by the Board. Any contract made by Declarant or its managing agent (including management contracts) that would otherwise extend beyond the Transition Date shall be terminable by the Board after the Transition Date upon thirty (30) days' notice.

ARTICLE X. AUTHORITY OF THE BOARD OF DIRECTORS

A. Adoption of Rules and Regulations. The Board is empowered, on behalf of the Association, to adopt, amend and revoke detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the property. The rules and regulations of the Association shall be binding upon all owners and occupants and all other persons claiming any interest in any townhouse unit.

B. Enforcement of Declaration; Attorney's Fees. The failure of any unit owner to comply with the provisions of the Declaration or Articles of Incorporation shall give rise to a cause of action in favor of the Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both. The Board (or Declarant or Declarant's managing agent) shall have the power to enforce the provisions of this Declaration, the Articles, and the rules and regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association. If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the court both as to trial and on appeal.

C. Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the project. The goods and services shall include (by way of illustration and not limitation) utility services for the common areas and facilities; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening, and general upkeep

of the common and limited common areas and facilities (except where the owners have such responsibility under the provisions hereof); and the supplies, materials, fixtures, and equipment that are in the Board's judgment necessary or desirable for the operation of the project and enjoyment of it by the owners. The Board may hire such full-time or part-time employees as it considers necessary.

D. Managing Agent. The Board may contract with an experienced professional managing agent to assist the Board in the management and operation of the project and may delegate such of its powers and duties to the managing agent as it deems to be appropriate, except as limited herein. If a managing agent is employed by the Board (or by the Declarant prior to the Transition Date), the prior written approval of seventy-five percent (75%) of the holders of first mortgages (based upon one vote for each first mortgage held) shall be required before the Board may terminate professional management and assume self-management. The managing agent shall not enter any unit (directly or through agents) without the consent of the occupant unless entry has been directed by the Board. Only the Board can approve an annual budget or a supplemental budget, and only the Board can impose a special assessment on a unit or authorize foreclosure of an assessment lien. Any contract with a managing agent shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (1) for cause, on thirty (30) days' written notice, or (2) without cause, on not more than sixty (60) days' written notice.

E. Protection of Property. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the property, settle claims, or otherwise act in what it considers to be the best interests of the project or the Association.

ARTICLE XI. LIMITATION OF LIABILITY

A. Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board (nor the Declarant or Declarant's managing agent) shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the buildings, or from any of their pipes, drains, conduits, appliances or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No

diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

B. No Personal Liability. So long as a Board member, or Association committee member, or Association officer, or Declarant or the managing agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information, as is then possessed by such person, no such person shall be personally liable to any owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, however, that this paragraph shall not apply where the consequences of such act, omission, error or negligence is covered by insurance obtained by the Board.

XII. INDEMNIFICATION

Board members and the Association committee members and Association officers, and Declarant and the managing agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

XIII. EASEMENTS

A. In General. In addition to easements granted in other Articles of this Declaration, each unit has an easement in and through each other unit and the common areas and facilities for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the project. In addition, each unit and all the common areas and facilities are specifically subject to easements as required for the electrical wiring and plumbing for each unit.

B. Encroachments. Each unit and all common areas and facilities are hereby declared to have an easement over all

adjoining units and common areas and facilities for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units, areas and facilities so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a unit if the encroachment was caused by the willful act with full knowledge of the owner of said unit. The encroachments described in this paragraph shall not be construed to be encumbrances affecting the marketability of title of any unit.

C. Easement Specifically Reserved by Declarant.

Declarant reserves an access easement over, across, and through the common areas and facilities of the project for the purpose of completing any unfinished units or other improvements and exhibiting and preparing units for sale and for the purposes of developing any contiguous land owned by Declarant.

D. Power of Association to Grant Easements.

The Association shall have the right to grant easements for utility purposes over, upon, across, under or through any portion of the common area, and each owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

E. Easement for Private Drive.

Each unit has the perpetual right of ingress and egress over that portion of the common area which consists of a private drive, as more particularly described on the Plat; such perpetual easement shall run with the land. Said private drive shall be perpetually maintained by the Association as provided in Article II, or by the owners in the event of dissolution of the Association. This covenant shall run with the land.

ARTICLE XIV. AMENDMENTS

These Declaration of Covenants and Restrictions may be amended by the agreement in writing signed by at least three-fourths of the legal owners of the units comprising the Townhouse Association once the Declarant has transferred the ownership of the Association to the individual owners.

DATED: _____, 1999.

CERTIFICATION

We certify that the foregoing is a true and correct copy of the Declaration of Covenants and Restrictions of the Broadway Townhouse Homeowners Association, Inc.

Kenneth R. Litzinger

Nancy Luff

me
BOARD OF DIRECTORS

ATTEST:

[Signature]
Corporation Secretary

STATE OF IDAHO)
County of Ada) ss.

On the 22nd day of February, ^{2000 AMC} 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared KEN LITZINGER, NANCY LITZINGER and ZACHARY LUFF, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same. [Ken Litzinger and Nancy Litzinger 2/22/00 AMC]

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

Shannon Carnell
Notary Public for Idaho
Residing at Boise, ID.
Commission Expires: 12-1-2001
R:\Vilg-Grn.CCR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT.

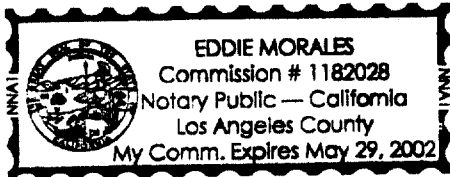
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 02-28-2000, before me Eddie Morales, Notary Public personally appeared,

ZACKERY KENDALL LUFF.

[] personally known to me -OR- proved to me on the basis of satisfactory evidence to to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Eddie Morales
Notary Public in and for said State.

OPTIONAL

Description of Attached Document

Title or Type of Document: CERTIFICATION

Document Date: NONE Number of Pages: ONE

Signer(s) Other Than Named Above: KEP LITZINGER AND NANCY LITZINGER

Eddie Morales
Notary Public
122 East Olive Ave
Burbank, CA 91502-1819
(818) 842-2172
Fax (818) 842-1745



WHEN RECORDED RETURN TO

Collins Law PLLC
6126 W. State Street
Boise, ID 83703

**AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS OF ASH PARK HOMEOWNERS ASSOCIATION, INC.**

This Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc. is made effective as of the date recorded, by the Ash Park Homeowners Association, Inc. (the "Association") and its Members, who are the Owners of properties within the Village Green Subdivision, located in Ada County, Idaho.

ARTICLE I - RECITALS

1.1 Supplement and Amendment to Declaration. This Amendment is a supplement and amendment to that certain Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc. (the "Declaration"), recorded as Instrument No. 100023181 in the records of Ada County Idaho on March 28, 2000. All other terms of the Declaration not expressly amended hereby remain in full force and effect.

1.2 Authority. Article XIV of the Declaration, entitled "Amendments," permits the amendment of the Declaration by recording an instrument signed by at least three-fourths (3/4) of the legal owners of the units within the Ash Park development. The signatures of the required number of owners are attached hereto as Exhibit A. Any such amendment is effective upon its recordation with the Ada County Recorder.

1.3 Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE II - AMENDMENTS

The Declaration is hereby amended as follows. All references are to the Declaration:

2.1 Article I, Section G, entitled "Assessment Fees," is hereby amended to read as follows (amended language is in *italics*):

G. **Assessment Fees.** The apportionment of common expenses that will be charged to a unit owner in a manner to be determined by this declaration. The charge may include costs for utilities on individual units and on common use buildings, security requirements, salaries for employees of the association, *and*

operation of the homeowners association. There shall be two types of assessments. One, maintenance and operation assessments, *which may be assessed as regular assessments or special assessments, in accordance with Article VII, below.* Two, the tax and insurance assessments.

2.2 Article VII, Section A, entitled "Purpose of Assessments," is hereby amended to read as follows (amended language is in *italics*):

A. **Purpose of Assessments.** Members shall be subject to assessment for the purpose of paying the costs of administration and operation of the corporation, and for the purpose of paying the costs of the services provided by the corporation to its members. There shall be two types of assessments: (1) Maintenance and Operation Assessments (*which may be assessed as regular assessments or special assessments*); and (2) Tax and Insurance Assessments.

2.3 Article VII, Section B, entitled "Maintenance and Operation Assessments," is hereby amended to read as follows (amended language is in *italics*):

B. **Maintenance and Operation Assessments.** At least annually, the corporation's board of directors shall fix a maintenance and operation budget, to provide funds for the payment of the estimate costs of operating and maintenance costs for the corporation's common area and other facilities, together with any administrative expenses of the corporation. The budget may be adjusted from time to time as necessary in consideration of actual cost experience. Reasonable reserves for future expenses may be included in the budgets. Each unit, except the common area units or lots, shall be apportioned an equal share of the total annual assessment, *and these amounts shall be considered regular assessments.* The amount of quarterly maintenance and operation assessment with respect to each unit shall be one-fourth of the annual maintenance and operation assessment for such unit. The member or members who own each unit on the first day of each quarter must pay the quarterly maintenance and operation assessment with respect to such unit for said calendar quarter.

(i) *Special Assessments.* In addition to the regular assessments for maintenance and operation outlined above, the Association may levy at any time a special assessment payable over such period as the Board may deem appropriate for the following purposes:

(a) *Current Expenses.* To defray, in whole or in part, the cost of any construction or reconstruction of improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement Area controlled by the Association, the furnishing of a

special service or services, or for any other expenses incurred or to be incurred as provided in this Declaration.

- (b) *Deficit.* *To cure a deficit in the common and ordinary expenses of the Association for which the regular assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.*

2.4 Article VIII, Section M, entitled "Right to Lease", is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strike through~~):

M. **Right to Lease.** The respective individual units or any portion thereof shall not be rented by the owner thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the unit are provided customary hotel service such as room service for food and beverage, maid services, furnishing laundry and linens, and bellboy service. ~~Subject to the foregoing restrictions, the owner of the respective units shall have the absolute right to lease same provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration.~~

At all time following the adoption of this Amendment, at least twelve (12) of the Units within the Ash Park development must be wholly owner-occupied. Prior to renting or leasing his or her Unit, an Owner must apply to the Board, to ensure that the rental cap will not be exceeded. Notwithstanding the foregoing or anything set forth herein to the contrary, any Owner may apply to the Board for a hardship exemption based on the Owner's particular circumstances, which may include, by way of example only, military service, a change in employment necessitating a move outside the region, or compelling family circumstances. The grant or denial of such exemption shall be within the Board's sole and absolute discretion. In approving a hardship exemption, the Board shall have the power to establish conditions of approval, including, but not limited to, time limits for leases and terms and conditions to be included in leases. Any hardship exemption shall automatically expire upon the date established by the Board, if any. Within five (5) days of executing any lease agreement, the leasing Owner shall provide a copy of the lease agreement to the Association which must include a provision (i) requiring the lessee(s) to comply with the rules and regulations of the Association; (ii) clearly identifying the term (length) of the agreement; and (iii) clearly identifying each lessee's name and contact information (telephone number, mailing and email addresses). Nothing herein shall be construed to relieve the Owner of the continuing responsibility to comply with the terms of this Declaration and the Association's rules and regulations. The Board of Directors shall have the right to establish a policy for processing applications to rent, or to grant hardships.

No provision of this Declaration shall be interpreted to grant an Owner the ability to lease or rent his or her residence or Lot, except as provided in this Section. Any Owner engaged in leasing activities as of the date of recordation of this Amendment shall be allowed to continue leasing activities until said Lot is sold or conveyed to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person or entity not currently designated as the owner of the Lot at the time of the adoption of this amendment.

- 2.5 Article X, Section B of the Declaration, entitled "Enforcement of Declaration; Attorney's Fees," is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

B. **Enforcement of Declaration; Attorney's Fees.** The failure of any unit owner to comply with the provisions of the Declaration or Articles of Incorporation shall give rise to a cause of action in favor of the Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both. The Board (~~or Declarant or Declarant's managing agent~~) shall have the power to enforce the provisions of this Declaration, the Articles, and the rules and regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association. ~~If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the court as to trial and on appeal.~~ *This shall include the power and authority from time to time, in its own name, on its own behalf, or on behalf of any Owner who consents 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 Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$25.00 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions, or covenants contained herein, or of any of the rules and regulations adopted by the Association. In order to impose any such monetary penalty, the Association must comply with all procedural and notice requirements imposed by Idaho Law. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Unit is subject, shall be in addition to any assessments levied by the Association pursuant to Article VII of this Declaration, and shall not be subject to any of the requirements, limitations, or restrictions on the amount or uniformity of assessments contained herein. The Board of Directors, pursuant to the rule-making authority granted by this Declaration, shall have the authority to adopt an enforcement policy and fine schedule, laying out the procedure for enforcement, as well as the amount and frequency of fines imposed*

for various violations, so long as the fines do not exceed the daily limit imposed by this Section.

2.6 Article XIV of the Declaration, entitled "Amendments," is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

These Declaration of Covenants and Restrictions may be amended by ~~the agreement~~ *an instrument* in writing signed by at least *two-thirds (2/3)* ~~three-fourths~~ of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

No other amendments are intended or implied by this Amendment and the original DECLARATION OF COVENANTS AND RESTRICTIONS OF ASH PARK HOMEOWNERS ASSOCIATION, INC. and any subsequent Amendments thereto not inconsistent with this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned attest that they are the President and Secretary of the Ash Park Homeowners' Association, Inc., and that the foregoing Amendment was approved through written consent of three-fourths of the owners of Units within the Ash Park (Green Village) Subdivision, whose signatures are attached hereto as Exhibit A, this 1st day of August, 2019.

[Remainder of page intentionally left blank]

All of the six proposed amendments passed, with the ballot results shown below. Of the 16 homeowners, 15 voted. The one ballot not submitted has been shown as a "no" vote for each of the proposed changes.

2.1 Article I, Section G, entitled "Assessment Fees."

In Favor – 15
Not in Favor – 1

2.2 Article VII, Section A, entitled "Purpose of Assessments."

In Favor – 15
Not in Favor – 1

2.3 Article VII, Section B, entitled "Maintenance and Operation Assessments."

In Favor – 15
Not in Favor – 1

2.4 Article VIII, Section M, entitled "Right to Lease."

In Favor – 12
Not in Favor – 4

2.5 Article X, Section B, entitled "Enforcement of Declaration, Attorney's Fees."

In Favor – 13
Not in Favor – 3

2.6 Article XIV, entitled "Amendments."

In Favor – 14
Not in Favor – 2

ASH PARK HOMEOWNERS ASSOCIATION, INC.
Ballot for CC&R Amendment

INSTRUCTIONS:

Please review the attached Proposed AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF ASH PARK HOMEOWNERS ASSOCIATION, INC. Please include your name, address, mailing address (if different), and whether you would like to vote in favor of, or against, each proposed amendment. Please also include your signature, indicating that your consent is final.

Owner Name: Gail Walker
Property Address: 5670 W Kennecott
Mailing Address (if different): _____

Vote for Proposed Changes (Please check "In Favor" or "Not in Favor" for each proposed change):

2.1 Article I, Section G, entitled "Assessment Fees," is hereby amended to read as follows (amended language is in *italics*):

G. **Assessment Fees.** The apportionment of common expenses that will be charged to a unit owner in a manner to be determined by this declaration. The charge may include costs for utilities on individual units and on common use buildings, security requirements, salaries for employees of the association, *and* operation of the homeowners association. There shall be two types of assessments. One, maintenance and operation assessments, *which may be assessed as regular assessments or special assessments, in accordance with Article VII, below.* Two, the tax and insurance assessments.

In Favor [] Not in Favor

2.2 Article VII, Section A, entitled "Purpose of Assessments," is hereby amended to read as follows (amended language is in *italics*):

A. **Purpose of Assessments.** Members shall be subject to assessment for the purpose of paying the costs of administration and operation of the corporation, and for the purpose of paying the costs of the services provided by the corporation to its members. There shall be two types of assessments: (1) Maintenance and

Operation Assessments (*which may be assessed as regular assessments or special assessments*); and (2) Tax and Insurance Assessments.

In Favor Not in Favor

2.3 Article VII, Section B, entitled "Maintenance and Operation Assessments," is hereby amended to read as follows (amended language is in *italics*):

B. **Maintenance and Operation Assessments.** At least annually, the corporation's board of directors shall fix a maintenance and operation budget, to provide funds for the payment of the estimate costs of operating and maintenance costs for the corporation's common area and other facilities, together with any administrative expenses of the corporation. The budget may be adjusted from time to time as necessary in consideration of actual cost experience. Reasonable reserves for future expenses may be included in the budgets. Each unit, except the common area units or lots, shall be apportioned an equal share of the total annual assessment, *and these amounts shall be considered regular assessments.* The amount of quarterly maintenance and operation assessment with respect to each unit shall be one-fourth of the annual maintenance and operation assessment for such unit. The member or members who own each unit on the first day of each quarter must pay the quarterly maintenance and operation assessment with respect to such unit for said calendar quarter.

(i) *Special Assessments. In addition to the regular assessments for maintenance and operation outlined above, the Association may levy at any time a special assessment payable over such period as the Board may deem appropriate for the following purposes:*

- (a) *Current Expenses. To defray, in whole or in part, the cost of any construction or reconstruction of improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement Area controlled by the Association, the furnishing of a special service or services, or for any other expenses incurred or to be incurred as provided in this Declaration.*
- (b) *Deficit. To cure a deficit in the common and ordinary expenses of the Association for which the regular assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.*

In Favor Not in Favor

2.4 Article VIII, Section M, entitled "Right to Lease", is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

M. **Right to Lease.** The respective individual units or any portion thereof shall not be rented by the owner thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the unit are provided customary hotel service such as room service for food and beverage, maid services, furnishing laundry and linens, and bellboy service. ~~Subject to the foregoing restrictions, the owner of the respective units shall have the absolute right to lease same provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration.~~

At all time following the adoption of this Amendment, at least twelve (12) of the Units within the Ash Park development must be wholly owner-occupied. Prior to renting or leasing his or her Unit, an Owner must apply to the Board, to ensure that the rental cap will not be exceeded. Notwithstanding the foregoing or anything set forth herein to the contrary, any Owner may apply to the Board for a hardship exemption based on the Owner's particular circumstances, which may include, by way of example only, military service, a change in employment necessitating a move outside the region, or compelling family circumstances. The grant or denial of such exemption shall be within the Board's sole and absolute discretion. In approving a hardship exemption, the Board shall have the power to establish conditions of approval, including, but not limited to, time limits for leases and terms and conditions to be included in leases. Any hardship exemption shall automatically expire upon the date established by the Board, if any. Within five (5) days of executing any lease agreement, the leasing Owner shall provide a copy of the lease agreement to the Association which must include a provision (i) requiring the lessee(s) to comply with the rules and regulations of the Association; (ii) clearly identifying the term (length) of the agreement; and (iii) clearly identifying each lessee's name and contact information (telephone number, mailing and email addresses). Nothing herein shall be construed to relieve the Owner of the continuing responsibility to comply with the terms of this Declaration and the Association's rules and regulations. The Board of Directors shall have the right to establish a policy for processing applications to rent, or to grant hardships.

No provision of this Declaration shall be interpreted to grant an Owner the ability to lease or rent his or her residence or Lot, except as provided in this Section. Any Owner engaged in leasing activities as of the date of recordation of this Amendment shall be allowed to continue leasing activities until said Lot is sold or conveyed to a Third Party. For the purpose of this provision, "Third Party" shall be defined as

any person or entity not currently designated as the owner of the Lot at the time of the adoption of this amendment.

In Favor Not in Favor

2.5 Article X, Section B of the Declaration, entitled "Enforcement of Declaration; Attorney's Fees," is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

B. **Enforcement of Declaration; Attorney's Fees.** The failure of any unit owner to comply with the provisions of the Declaration or Articles of Incorporation shall give rise to a cause of action in favor of the Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both. The Board (~~or Declarant or Declarant's managing agent~~) shall have the power to enforce the provisions of this Declaration, the Articles, and the rules and regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association. ~~If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the court as to trial and on appeal.~~ *This shall include the power and authority from time to time, in its own name, on its own behalf, or on behalf of any Owner who consents 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 Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$25.00 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions, or covenants contained herein, or of any of the rules and regulations adopted by the Association. In order to impose any such monetary penalty, the Association must comply with all procedural and notice requirements imposed by Idaho Law. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Unit is subject, shall be in addition to any assessments levied by the Association pursuant to Article VII of this Declaration, and shall not be subject to any of the requirements, limitations, or restrictions on the amount or uniformity of assessments contained herein. The Board of Directors, pursuant to the rule-making*

authority granted by this Declaration, shall have the authority to adopt an enforcement policy and fine schedule, laying out the procedure for enforcement, as well as the amount and frequency of fines imposed for various violations, so long as the fines do not exceed the daily limit imposed by this Section.

In Favor Not in Favor

2.6 Article XIV of the Declaration, entitled "Amendments," is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

These Declaration of Covenants and Restrictions may be amended by the ~~agreement~~ *an instrument* in writing signed by at least *two-thirds (2/3)* ~~three-fourths~~ of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc., and hereby vote as indicated above.

Signature: _____

Date: 7-8-19

authority granted by this Declaration, shall have the authority to adopt an enforcement policy and fine schedule, laying out the procedure for enforcement, as well as the amount and frequency of fines imposed for various violations, so long as the fines do not exceed the daily limit imposed by this Section.

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I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature:

Date:

Paul Deere
18 July 2019

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In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: *Thomas F. New*

Date: 7/13/2019

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These Declaration of Covenants and Restrictions may be amended by ~~the agreement~~ *an instrument* in writing signed by at least ~~two-thirds (2/3)~~ *three-fourths* of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: 

Date: 7/8/19

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These Declaration of Covenants and Restrictions may be amended by ~~the agreement~~ *an instrument* in writing signed by at least ~~two-thirds (2/3)~~ *three-fourths* of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: Bobb Brown

Date: 7.8.19

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These Declaration of Covenants and Restrictions may be amended by the agreement an instrument in writing signed by at least two-thirds (2/3) ~~three-fourths~~ of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: Maria A. Meyer

Date: 7-11-19

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In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: _____

Date: 7.10.19

Patricia Damog

authority granted by this Declaration, shall have the authority to adopt an enforcement policy and fine schedule, laying out the procedure for enforcement, as well as the amount and frequency of fines imposed for various violations, so long as the fines do not exceed the daily limit imposed by this Section.

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In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: 

Date: 7.11.2019

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In Favor Not in Favor

(Support the Concept)
prefer establishing rules first

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Signature: 

Date: 7/8/19

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I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: Demetrius B. Burt

Date: 7-8-19

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Signature: _____

Date: _____

Cheryl Engel
July 10, 2019

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These Declaration of Covenants and Restrictions may be amended by ~~the agreement~~ *an instrument* in writing signed by at least *two-thirds (2/3)* ~~three-fourths~~ of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: _____

Date: 07/0-17

authority granted by this Declaration, shall have the authority to adopt an enforcement policy and fine schedule, laying out the procedure for enforcement, as well as the amount and frequency of fines imposed for various violations, so long as the fines do not exceed the daily limit imposed by this Section.

In Favor [] Not in Favor

2.6 Article XIV of the Declaration, entitled "Amendments," is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

These Declaration of Covenants and Restrictions may be amended by the ~~agreement~~ *an instrument* in writing signed by at least *two-thirds (2/3)* ~~three-fourths~~ of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc., and hereby vote as indicated above.

Signature: 

Date: 7-8-18

authority granted by this Declaration, shall have the authority to adopt an enforcement policy and fine schedule, laying out the procedure for enforcement, as well as the amount and frequency of fines imposed for various violations, so long as the fines do not exceed the daily limit imposed by this Section.

In Favor Not in Favor

2.6 Article XIV of the Declaration, entitled "Amendments," is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

These Declaration of Covenants and Restrictions may be amended by ~~the agreement~~ *an instrument* in writing signed by at least *two-thirds (2/3)* ~~three-fourths~~ of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: _____

Date: _____

7-8-19

authority granted by this Declaration, shall have the authority to adopt an enforcement policy and fine schedule, laying out the procedure for enforcement, as well as the amount and frequency of fines imposed for various violations, so long as the fines do not exceed the daily limit imposed by this Section.

In Favor [] Not in Favor

2.6 Article XIV of the Declaration, entitled "Amendments," is hereby amended to read as follows (amended language is in *italics*; deleted language is in ~~strikethrough~~):

These Declaration of Covenants and Restrictions may be amended by the ~~agreement~~ *an instrument* in writing signed by at least *two-thirds (2/3)* ~~three-fourths~~ of the legal owners of the units comprising the Townhouse Association. ~~once the Declarant has transferred the ownership of the Association to the individual owners.~~

In Favor [] Not in Favor

I hereby certify that I am an Owner of a Lot in Ash Park Homeowners Association, Inc., and that I have reviewed the proposed Amendment to the Declaration of Covenants and Restrictions of Ash Park Homeowners Association, Inc, and hereby vote as indicated above.

Signature: Maria A. Meyer

Date: 7-11-19