

200631472

**DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS
WESTWOOD ESTATES SUBDIVISION**

RECORDED

ARTICLE I

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify and declare that they are the owner of the property hereinafter described:

Lots 2, 3, 4, 5, 6, Block 1, Lots 2,3,4, Block 2,
Lots 1,2, 4, 5, 8,9, 10, 11, 12, 13, Block 3,
Westwood Estates Subdivision, Canyon County,
Idaho, according to the official plat thereof on file
in the office of the County Recorder of Canyon
County, State of Idaho.

2006 APR 27 PM 3 51

CANYON COUNTY RECORDER

BY

REQUEST *Petersen* *Masoth*
TYPE *Doc* FEE *42*

**ARTICLE II
AMENDMENTS**

BY GRANTOR: Until the close of escrow for the sale of the first building lot in the Property, the provisions of the Declaration may be amended or terminated by Grantor by recordation of written instrument setting forth such amendment or termination. For purpose of this Declaration, the close of escrow shall be deemed to be the date on which a deed granting a building lot is recorded in the office of the Canyon County Recorder.

BY OWNERS: Amendment of the Declaration of Protective Restrictions and Covenants requires at least two-thirds [2/3] vote of lot owners. Any amendment must be recorded and the same shall become effective upon the filing of such instrument or instruments in the office of the County Recorder of Canyon County, Idaho.

**ARTICLE III
PROPERTY USE RESTRICTIONS**

A. BUILDING RESTRICTIONS: Except as noted below and on the plat, all lots in said subdivision shall be known and described as Residential Lots and restricted to single family residential use as allowed by current applicable zoning regulations.

B. TYPE OF BUILDING: The design of each house in this development shall include at least 30% brick, stone or stucco facing on front exposure with roofs of at least 6/12 pitches. Exterior colors to be approved by the Architectural Control Committee. All buildings shall be of frame, stone or brick and shall be maintained in a good state of repair and if other than brick or stone shall be finished and painted or stained and such finish to be kept in good repair. Architectural asphalt shingles, 30 years or better are required. All dwellings must be craftsman type designed to include front porches. All building plans including lot plot plan and exterior

colors must be submitted to the Architectural Control Committee prior to start of construction.

C. MINIMUM BUILDING SIZE: Any residential building erected upon said property shall have a floor area required under provisions set by the Architectural Control Committee. In no event shall the required area be less than 1600 square feet on single level and 2000 square feet on two levels. No split entry homes will be allowed. The minimum floor area shall be exclusive of garage, patios, breezeway, storage room, porch, basement and deck floor area. No buildings shall exceed twenty-eight [28] feet in height. All homes must be constructed with a minimum three [3] car attached garage.

D. BUILDING LOCATION: No dwelling unit or other structure [exclusive of fences and similar structures] shall be placed nearer to the building lot lines than permitted by the plat for the property or applicable zoning laws. The development requires the following setbacks:

FRONT: TWENTY [20] FEET
SIDE: INTERIOR LOT LINE FIVE [5] FEET ON SIDE
SIDE: CORNER LOT LINE TWENTY [20] ON STREET SIDE
FRONT: TWENTY [20] FEET
REAR: TEN [10] OR MINIMUM UTILITY EASEMENT

In no event is any building to be located with setbacks in violation of City of Middleton zoning regulations in effect at the time of these documents. All foundations shall be of a height to assure and provide for proper slope and drainage from all lots.

E. PROSECUTION OF CONSTRUCTION WORK: The construction of each dwelling shall be prosecuted diligently and continuously from time of commencement thereof until such dwelling is fully completed. All structures shall be completed as to external appearance including finish painting, within four [4] months from the date of commencement of construction unless prevented by causes beyond the control of owner or builder and only for such time as the cause continues. Construction of a home shall begin within sixty (60) days of closing and shall be complete within 120 days of commencement.

F. OUTBUILDINGS: No sheds or out buildings unless accepted by the Architectural Control Committee.

G. BILLBOARDS. & SIGNS: No sign of any kind shall be displayed to the public view on any residential building site except signs of contractor or subcontractors, of professional style, not more than five [5] feet square during construction of dwelling. All signs except for property for sale shall be removed from lot on completion of structure.

H. EXCAVATION, DEFACING OF LANDSCAPING: No excavation mining or drilling for stone, gravel, water or minerals shall be made on building site unless such excavation is necessary in connection with the erection of an approved structure thereon.

I. REFUSE DISPOSAL MATERIAL STORAGE: No lot shall be used as a dumping ground for rubbish or as a storage site for building or other materials, trash, garbage, ashes and

other waste or refuse. During construction of structures all building site wastes must be kept clean of unnecessary building materials.

J. FENCES HEDGES: All fences, trees, shrubs, hedges or other plantings must be done as to not obstruct views of roadways and intersections. No fences are to be constructed over six [6] feet in height and must comply with the City of Middleton ordinances and be approved by the Architectural Control Committee.

K. LANDSCAPING: Within thirty [30] days after completion of construction of the home on a building lot and prior to the home being occupied, the Grantee of such lot shall install the landscaping. Exceptions will be if because of conditions which Grantee cannot control, such as weather, the finished landscaping can be delayed until such conditions do not exist. Landscaping must include the following:

1. Sod for front and side yard of corner lots.
2. Sod for front yards of interior lots.
3. All front yards to have at least two [2] trees of a flowering variety at least two [2] inches in diameter.
4. Automatic sprinkler system for front yards of interior lots and front and side yards of corner lots.
5. At least one [1] front yard light of masonry design to match the house, no less than three [3] feet high or no more than six [6] feet high.
6. A mailbox approved by the Architectural Control Committee shall be installed at a location specified by the Architectural Control Committee.

A Grantee shall maintain the landscaping on his building lot in a neat and attractive condition, including all necessary gardening to properly maintain and periodically replace when necessary the trees, plants, grass, and other vegetation. It is understood that the Grantor is filing and recording documents to set up a Property Owners' Association of Westwood Subdivision landscape easement and common areas.

L. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided that the keeper of such pets complies with all city and county laws, rules and regulations. All dogs and cats or household pets kept on these premises shall be properly fed and cared for and shall be adequately fenced so as to not annoy or trespass upon the use of the property of others. Dogs shall not be allowed to run at large. No owner or owners of a building lot may keep more than two [2] domesticated pets on a building lot. 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 structures be visible from a street.

M. SEWAGE DISPOSAL SYSTEMS, WATER UTILITIES: Each Grantee shall hook on to the Middleton Sewer System and pay all charges assessed therefore, including the monthly sewer charge to be paid after connecting to the Middleton City public sewer system, according to the ordinances and laws of the City of Middleton. All lots are to have water provided by the Middleton Water Department. No lot shall have an individual water system. Such Grantee agrees at his sole expense to pay connection charges as established by applicable utility entity connecting thereto and shall submit to inspection by either the Department of Public Works or the Building Department whenever a subdivided lot is connected to water or sewer. The undersigned owner shall not be liable for the cost thereof but may recover funds advanced to utilities after installation. Each owner of a lot shall be responsible for maintaining, repairing and replacing the sewer services and/or public water connection lines which service the Owner's dwelling unit on the lot. Any utility easement, which exists for the benefit of the Owners of any lot within this subdivision, shall be accessible for repair/replacement of said utility line lying within the easement. All utility services shall be underground.

N. ANTENNAE: No TV antennae, satellite receivers or radio aerials shall be visible from the street.

O. NO UNSCREENED VEHICLES, BOATS, CAMPERS, TRAILERS OF ANY TYPE, OR OTHER VEHICLES & ITEMS: No unsightliness shall be permitted on any lot, street, culdesac, or common area. No RVs, ATVs, garden tractors, trailers of any type, or maintenance equipment not in use shall be stored on any building lot, street, culdesac, or common area..

P. LIGHTS & SOUND- GENERAL: No light shall be emitted from any lot within the property or from common areas where light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot or common area that is unreasonably loud or annoying, and no odors shall be emitted on any property that is noxious or offensive to others.

Q. ZONING COMPLIANCE AND LAND USE: Each owner shall comply with all applicable zoning, fire and public health and safety codes and ordinances applicable to the owner's building lot. Each lot shall be used solely for residential purposes and shall not be used for the conduct of trade, business, or professional activities.

R. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot Owners.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

A. MEMBERS OF THE COMMITTEE: The Architectural Control Committee, sometimes referred to as the "COMMITTEE" shall consist of three [3] members. The following persons are hereby designated as the initial members of the Committee:

Alvin D. Schnell
Coral Schnell

Melvin Wageman

Two from the above list of three Westwood Subdivision members must vote. Each of said persons shall hold office until such time he has resigned or has been removed or his successor has been appointed, as provided herein.

B. RIGHT OF APPOINTMENT AND REMOVAL: At any time Grantor is the owner of at least ten percent (10%) of the lots, Grantor shall have the right to appoint and remove all members of the Committee. Thereafter, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to appoint and remove all Members of the Committee. In the event of the death or resignation of a member of said Committee, a representative will be appointed to fill the vacancy. The powers and duties of such committee or its designated representative shall end after all lots have been sold and the buildings described in Article III have been completed. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereof a written instrument shall be executed by then recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the Same powers previously exercised by said Committee. Neither the Committee nor any Member thereof nor its duly authorized Committee Representative shall be liable to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder unless due to the willful misconduct or bad faith of the Committee. No member of such Committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

C. REVIEW OF PROPOSED CONSTRUCTION: No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and the plot plans showing the location of such building shall have been approved as to the location of the building with respect to topography, property lines and finish ground elevation by the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic consideration of color schemes, exterior finishes and materials and similar features and the overall benefit or detriment which would result to the immediate vicinity and the property generally and other standards and requirements set forth herein. Exterior colors shall be neutral, earth tone colors only. The Committee shall not be responsible for reviewing, nor shall its approval of any plan design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes. The Committee may act with a simple majority present to fulfill its duties and powers. The Committee shall have full power to approve or disapprove such designs or locations within ten [10] days after such plans and specifications have been submitted. One non-returnable plan must be submitted to the Committee and approved or rejection of such plan will be issued in writing.

ARTICLE V
VIOLATIONS OR ATTEMPT TO VIOLATE RESTRICTIONS

Should any Grantee violate or attempt to violate any of these Protective Restrictions and Covenants, any other person or persons owning any real property embraced in the said subdivision plan shall use these Protective Restrictions and Covenants either to enforce him or them from doing so or to recover damages sustained by reason of such violation

Any owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

In the event of judgment against person for violation of this Declaration, the Court may award injunction against any person for such violation, require such compliance as the Court deems necessary, award such damages, reasonable counsel fees and Court costs as may be suffered or incurred, and such other or further relief as may be deemed just and equitable.

The invalidation of any provision, sentence or paragraph contained these Protective Restrictions and Covenants by judgment or court order shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of said Protective Restrictions and Covenants but the same shall be and remain in effect.

ARTICLE VI
WESTWOOD ESTATES HOMEOWNERS' ASSOCIATION, INC

A ORGANIZATION OF ASSOCIATION: The Westwood Estates Homeowners' Association, Inc. (Association) shall be organized by Declarant as an Idaho corporation under the provisions of the Idaho Code relating to general nonprofit corporations and shall be charged with the duties and invested with the power prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amend or otherwise changed or interpreted so as to be inconsistent with the Declaration.

B. MEMBERSHIP: Each owner (including Grantees and Declarant) of a lot, by virtue of being such an owner and for so long as such ownership is maintained, shall be a Member of the Association, and no owner shall have more than one membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the owner, and all memberships in the Association shall be appurtenant to the lot owned by such owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said lot and then only to the transferee of title to said lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

C. VOTING: The Association will have two (2) classes of voting memberships.

1. Class A: Class members shall be the owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

2. Class B: The Class B member shall be the Declarant. Upon the first sale of a lot to an owner, Declarant shall thereupon be entitled to four (4) votes for each lot of which Declarant is the owner. The Class B membership shall cease and be converted to Class A membership when seventy-five percent (75%) of the lots are deeded to homeowners or on January 1, 2007, whichever event should first occur.

D BOARD OF DIRECTORS: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The initial Board of Directors of the Association shall be appointed by the incorporators or their successors and shall hold office until the Grantor owns less than ten percent (10%) of the lots in the subdivision, at which time a new Board of Directors shall be elected in accordance with the provisions set forth in the By-Laws.

E. POWERS AND DUTIES OF THE ASSOCIATION.

1. **POWERS:** The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as expressly set forth in the Articles, the By-Laws, and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles, and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the common areas and the performance of the other responsibilities herein assigned, including without limitation:

(a) Assessments: The power to levy assessments (annual, Special and limited) on the owners of lots and to force payment of such assessments, all in accordance with the provisions of the Declaration.

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

(c) **Delegation of Powers:** The authority to delegate its power and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the Association nor the Members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

(d) **Association Rules:** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the association deems reasonable (the Association rules). The Association rules shall govern the use of the common areas by the owners, families of any owner, or by an invitee, licensee, lessee, or contract purchaser of any owner, provided, however, the Association rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Association rules as they may time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each owner. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.

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

F. LICENSES, EASEMENTS AND RIGHTS-OF-WAY: The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the common area as may be necessary or appropriate for the orderly maintenance, preservation of the health, safety, convenience and welfare of the owners, for the purpose of constructing, erecting, operating or maintaining:

1. Underground lines, cables, wires, conduits and other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;
2. Public sewers, storm drains, water drains and pipes; and
3. Any similar public or quasi-public improvements or facilities.

G DUTIES OF THE ASSOCIATION: In addition to the power delegated to it by the Articles, without limiting the generality thereof, the Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all owners, and to perform each of the following duties:

1. **OPERATION AND MAINTENANCE OF COMMON AREA:** Operate and maintain and otherwise manage or provide for the operation, maintenance and management of the common area including the repair and replacement of property

damaged or destroyed by casualty loss and all other property acquired by the Association.

2. TAXES AND ASSESSMENTS: Pay all real personal property taxes and assessments separately levied against the common area owned and managed by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however that they are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

3. WATER AND OTHER UTILITIES: Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the common area and other property owned or managed by it.

4. INSURANCE: Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance.

(a) Comprehensive public liability insurance insuring the Board, the Association, the Declarant, and the individual owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the common area or other property owned or managed by it. Limits of liability of such coverage shall be as follows: Not less than One Million dollars (\$1,000,000.00) per person and One Million dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and property damage.

(b) Such other insurance including Workmen's Compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

(c) The Association shall be deemed trustee of the interest of all members of the Association in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

(d) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

5. RULE MAKING: Make, establish, promulgate, amend and repeal the Association rules.

6. ARCHITECTURAL CONTROL COMMITTEE: Appoint and remove members of the committee, all subject to the provisions of this Declaration.

7. DRAINAGE SYSTEMS: Operate, maintain, repair and replace the landscaping, including the sprinkler system installed thereon.

8. RIGHT-OF WAY MAINTENANCE: Maintain, repair and replace the landscaping, including the sprinkler system installed thereon, and the fence located on the public right-of-way that lies along the boundary of the Property.

9. IRRIGATION MAINTENANCE: Maintain, repair and replace all irrigation lines or channels located in or serving the common area, and to pay all maintenance and construction fees of the irrigation district with respect to the property, which amounts shall be assessed against each lot as provided herein. .

10. STORM WATER RETENTION POND MAINTENANCE: Provide all maintenance for the one retention pond within the development. Maintenance consists of periodically inspecting the retention pond facilities to ensure they are functioning properly. Maintenance shall include the following:

(a). **Trash Cleanup:** Any trash found within the boundary of the pond shall be collected and disposed of offsite.

(b). **Bank Stability:** During the periodic inspections, the banks of the pond shall be checked for any water spots, water entering the pond from adjacent lots, rodent holes, and bank erosion. If any serious problems are discovered, the Association shall contact a licensed earthwork contractor to make the necessary repairs to the pond.

(c) **Sand and Grease Trap Inspection:** During these same periodic inspections, the sand and grease traps on each retention pond shall be inspected and cleaned as necessary. In the event of heavy storm activity, the frequency of these inspections should be increased. .

The Association shall not be dissolved or relieved of its responsibility to maintain the deemed common area facilities therein without the prior written approval from the City of Middleton.

The Association and all Lot Owners by accepting title to a lot agree that all Lot Owners within this Development are benefited property owners of such maintenance.

H. PERSONAL LIABILITY: No matter of the Board or any committee of the Association, or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the

Association, the Declarant, or the committee, or any other committee, or any officer of the Association, or the Declarant provided such person has, upon the basis of such information as may be possessed by him or her, acted in good faith without willful or intentional misconduct.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: For each lot owned within the Properties, each owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association:

1. Set up fee to be collected at close of sale to owner in the amount of Two Hundred and no/1 00 dollars (\$200.00).
2. Annual regular assessments or charges, and
3. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
4. Limited assessments as hereinafter provided.

The set up fee, annual, special and limited assessments, together with interest as allowed by the By-Laws or Idaho law, whichever is greater, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in a collection effort whether or not suit has been filed, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

B. MAINTENANCE PROVIDED BY THE HOMEOWNERS ASSOCIATION. PROVIDED BY ASSESSMENTS: The mowing and trimming of the lawn by one service provider, snow removal by one service provider, both will be selected by the Homeowners Association.

C. PURPOSE OF ASSESSMENTS: The regular assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area, and to pay the annual assessment of Middleton Ditch Company and other financial obligations such as taxes and insurance of the common area to be billed by Pioneer Irrigation Co.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto,

provided that any such assessment shall have the assent of two-thirds (2/3) of the qualified voters, either in person or by proxy at a meeting duly called for this purpose.

E. LIMITED ASSESSMENTS: The limited assessments may be levied against any owner in an amount equal to the costs and expenses incurred by the Association, including legal fees for corrective action necessitated by such owner, including, without limitation, costs and expenses incurred for the repair and replacement of the Common area or other property owned or maintained by the Association, damaged by negligent or willful acts of an owner or occupant of a lot who is occupying the lot with the consent of such owner, or for maintenance of landscaping performed by the Association which has not been performed by owner as provided herein.

F. MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual regular assessment shall be Two hundred Fifty and no/1 00 dollars (\$250.00) per lot, to be billed and paid semi-annually.

1. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association as provided below.

2. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by vote of three-fourths (3/4) of the owners who are voting in person or by proxy, at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

G. NOTICES AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS A AND F: Written notice of any meeting called for the purpose of taking any action authorized under Sections A and F shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of the voters shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

H. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate of all lots and may be collected on a semi-annual basis; provided, however, that during the time there is a Class B member, such Class B member's obligation shall be limited to the difference between the amount of regular and special assessments levied against all lots not owned by Declarant and the amount of the Association's actual expenses rather than those sums otherwise due by Class A members established in A and/or B above.

I. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS-DUE DATES:

The annual regular assessments provided for herein shall commence as to all lots on January 1, 2007. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

J. EFFECT OF NONPAYMENT OF ASSESSMENTS-REMEDIES OF THE

ASSOCIATION: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, or may pursue any other remedy available in Idaho law. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his or her lot.

K. SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment that became due to such sale or transfer. No sale or transfer shall relieve such lot from any assessments thereafter becoming due or from the lien thereof.

L. EFFECT OF NONPAYMENT AS AGAINST MORTGAGEES:

No mortgagee shall be required to collect an assessment, and the failure of a lot owner to pay assessments shall not by itself cause a default under insured (HUD/VA) mortgage.

ARTICLE VIII

IDENTIFICATION AND USE OF COMMON AREA

A. COMMON AREA: The common area granted to Westwood Estate Homeowner's Association, Inc., all Idaho Corporation, is described as:

The common area granted to Westwood Estate Home Owners
Association is: Lots 1, 7, Block 1, Lot 1, Block 2,
Lots 3, 7, 14, Block 3.

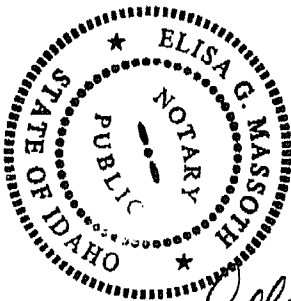
This common area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions).

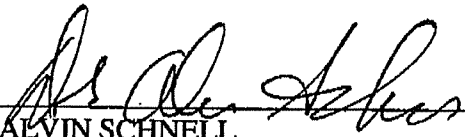
B. USES: Every lot owner shall be entitled to a right and easement of enjoyment to the common area, and the title to the common area shall be considered appurtenant to the lot owner's title.

C. MORTGAGE OF COMMON AREA: The common area cannot be mortgaged or conveyed to anyone .Without the consent of at least two-thirds (2/3) of the owners (excluding the Declarant).

D. LIABILITY TO LOT OWNERS: No individual lot owner shall have liability for damage to the common area or liability for injury to another arising out of someone's use of the common area, merely by virtue of being a lot owner.

IN WITNESS WHEREOF, the undersigned owner has executed this Declaration of Restrictions and Covenants on the 26 day of April, 2007.




DR. ALVIN SCHNELL


CORAL SCHNELL


Exp 7/7/2006
Caldwell, ID
83605

AMENDMENT TO DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS
WESTWOOD ESTATES SUBDIVISION RE: LEGAL DESCRIPTION AND FENCING

WHEREAS, the entire Board of Directors held a special meeting to discuss amending the Protective Restrictions and Covenants to accurately reflect the legal description of Westwood Estates Subdivision and clarify the type of fencing allowed in the subdivision.

THEREFORE, by a unanimous vote it was decided that ARTICLE 1 and ARTICLE III, PARAGRAPH J shall be amended as follows:

ARTICLE I

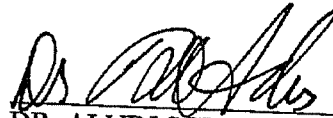
KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify and declare that they are the owner of the property hereinafter described:

Lots 1, 2, 3, 4, 5, 6, and 7, Block 1, Lots 1, 2, 3, 4, and 5, Block 2,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, Block 3,
Westwood ~~Estates~~ Subdivision, Canyon County,
Idaho, according to the official plat filed in Book 39 of Plats, page 5
Canyon County, State of Idaho.

ARTICLE III
PROPERTY USE RESTRICTIONS

J. FENCES HEDGES: All fences, trees, shrubs, hedges or other plantings must be done as to not obstruct views of roadways and intersections. All Fences must constructed of vinyl material. No fences are to be constructed over six [6] feet in height and must comply with the City of Middleton ordinances and be approved by the Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned owner has executed this Declaration of Restrictions and Covenants Amendment on the 11th day of December, 2006.


DR. ALVIN SCHNELL


CORAL SCHNELL

State of Idaho

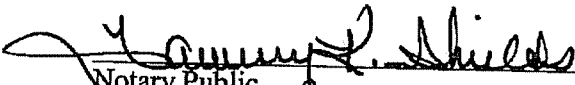
SS.

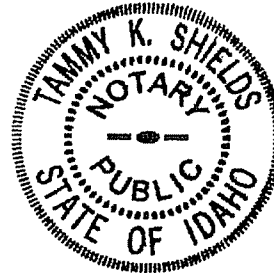
County of Canyon

On this 11th day of December, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Alvin D. Schnell and Coral L. Schnell known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL
SEAL

(SEAL)

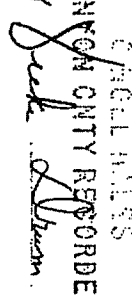

Notary Public
Residing at: Nampa, ID
Commission Expires: 9-28-2008



2006098002

RECORDED

2006 DEC 12 PM 12 50

CORRECTION
CANYON CNTY RECORDER
BY 

PIONEER-CALDWELL

QUEST

RECEIVED FEE 

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

2016-023496

RECORDED

06/17/2016 10:18 AM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=5 RGRAY

\$22.00

TYPE: MISC

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

ACCOMMODATION

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS WESTWOOD ESTATES SUBDIVISION

This Second Amendment to Declaration of Protective Restrictions and Covenants for Westwood Estates Subdivision (hereinafter referred to as "Second Amendment") is made effective on the date it is recorded in the Official Records of Canyon County, Idaho.

1. **Recording History:** On April 27, 2006, the Declaration of Protective Restrictions and Covenants for Westwood Estates Subdivision (hereinafter the "Declaration") was recorded as Instrument No. 200631472, Official Records of Canyon County, Idaho. The Declaration was subsequently amended by Amendment to Declaration of Protective Restrictions and Covenants (hereinafter "First Amendment"), recorded on December 12, 2006, as Instrument No. 2006098002, Official Records of Canyon County, Idaho.

2. **Effect of Amendments:**

(a) This Second Amendment hereby ratifies the First Amendment, as if such First Amendment was set forth in its entirety herein.

(b) This Second Amendment amends the First Amendment.

(c) This Second Amendment hereby adds Section VII(E)(1) to the Declaration.

3. **Amendment:**

(a) Article I of the First Amendment is amended to read as follows:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify and declare that the Westwood Estate Subdivision Homeowner's Association, Inc., is the owner of the property described as follows:

Lots 1 and 7, Block 1; Lot 1, Block 2; and Lots 3, 7, and 14, Block 3; Westwood Subdivision, according to the Plat filed in Book 39 of Plats, page 5, records of Canyon County, Idaho.

(b) Section VII(E)(1) shall be added to the Declaration as follows:

1. (a) Lot 6, Block 3, of Westwood Subdivision (hereinafter the "Subdivision"), shall be subject to an ongoing Limited Assessment for thirty percent (30%) of the costs of electricity incurred to irrigate the Subdivision; thirty percent (30%) of the irrigation assessments assessed by Middleton Mill Ditch Company and Canyon Hill Ditch Company; and thirty percent (30%) of the costs to maintain, repair, improve, and/or replace the irrigation pump when necessary.

(b) The owner of Lot 6, Block 3, agrees to reimburse the Association within fifteen (15) days of receipt of an invoice for such electricity and irrigation assessments. If such owner fails or refuses to so reimburse the Association, the Association shall have a lien upon Lot 6, Block 3, for the Limited Assessment, and shall be entitled to enforce such Limited Assessment in accordance with Article VII(J) of the Declaration.

(c) This Limited Assessment is subject to the Shared Pump Facility Agreement executed by the Association and the current owner of Lot 6, Block 3, Westwood Subdivision, and recorded contemporaneously with this Second Amendment. All such terms and conditions relating to costs for maintenance, repair, improvement, or replacement of the irrigation pump or water distribution lines as contained in the Shared Pump Facility Agreement shall be complied with prior to such costs becoming a Limited Assessment and enforceable by the Association. If such terms and conditions are complied with, and the Owner of Lot 6, Block 3, shall fail or refuse to reimburse the Association for such costs of maintenance, repair, improvement, or replacement, the Association shall have a lien upon Lot 6, Block 3, for a Limited Assessment, and shall be entitled to enforce such Limited Assessment in accordance with Article VII(J) of the Declaration.

4. **Acknowledgment and Consent to Second Amendment:**

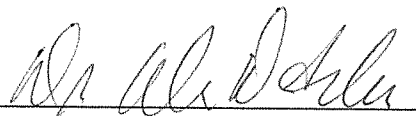
The current owner of Lot 6, Block 3, of Westwood Subdivision, which current owner is the Idaho Conference of Seventh-Day Adventists, Inc., for itself and its successors and assigns, hereby acknowledges and consents to the Second Amendment, wherein such Second Amendment obligates the Idaho Conference, its successors and assigns, to reimburse the Association for thirty percent (30%) of the costs of electricity incurred to irrigate the Subdivision, thirty percent (30%) of irrigation assessments, and thirty percent (30%) of the costs

to maintain, repair, improve, and replace the irrigation pump when necessary, as set forth in the Shared Pump Facility Agreement executed and recorded contemporaneously herewith.

5. Effect on the Remaining Protective Restrictions and Covenants. In all other respects, the Declaration and First Amendment shall be unaffected by this Second Amendment.

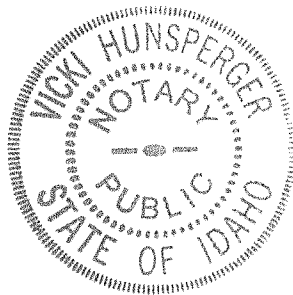
CERTIFICATION

The President and Vice-President of Westwood Estate Homeowner's Association, Inc., do hereby certify and attest that the foregoing Second Amendment to Declaration of Protective Restrictions and Covenants of Westwood Estates Subdivision has been approved by the vote or written consent of at least two-thirds of the members of the Association who would otherwise be able to cast a vote in favor of the amendment.


Dr. Alvin Schnell, President


Coral Schnell, Vice-President

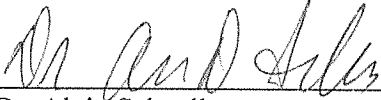
SUBSCRIBED AND SWORN to before me this 16th day of June, 2016.




Notary Public for Idaho
Residing At: _____
My Commission Expires: _____
RESIDING IN CALDWELL, IDAHO
MY COMMISSION EXPIRES 12-2-2016

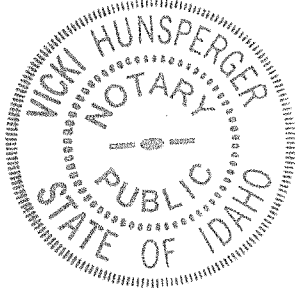
ACKNOWLEDGEMENT AND CONSENT

Idaho Conference of Seventh-Day Adventists, Inc., for itself and its successors and assigns, hereby acknowledges and consents to the foregoing Second Amendment to Declaration of Protective Restrictions and Covenants of Westwood Estates Subdivision, and agrees to be bound by such Second Amendment.



By: Dr. Alvin Schnell
Its: Chairman of the Board of Directors and
Authorized Signer

SUBSCRIBED AND SWORN to before me this 16th day of June, 2016.





Notary Public for Idaho
Residing At: _____
My Commission Expires: _____

RESIDING IN CALDWELL, IDAHO
MY COMMISSION EXPIRES 12-2-2016

2020-024096

RECORDED

05/06/2020 10:58 AM



00516623202000240960030032

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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\$16.00

MISC

WESTWOOD SUBDIVISION

**AMENDMENT TO DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS**

**WESTWOOD SUBDIVISION RE: INCREASE OF ANNUAL REGULAR ASSESSMENTS OR CHARGES FOR THE
YEAR 2020 TO \$400**

WHEREAS, a special-called meeting for the purpose of increasing the annual assessment for year 2020
was held February 20, 2020.

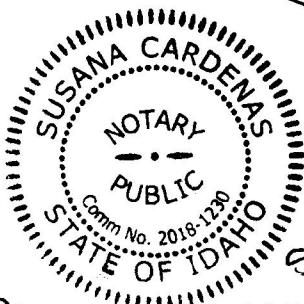
THEREFORE, by unanimous vote of the lot owners present and by proxy, it was decided that ARTICLE
VII.F shall be amended as follows:

ARTICLE VII

F. MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance
of the first lot to an Owner, the maximum annual regular assessment shall be **Four hundred and no/00
dollars (\$400.00) per lot for the year 2020**, to be billed and paid semi-annually.

1. To remain unchanged
2. To remain unchanged
3. To remain unchanged

IN WITNESS WHEREOF, the undersigned owner has executed this Declaration of Restrictions and
Covenants Amendment on the 6th day of May, 2020



Nola Benedict
Nola Benedict, president

Sandra C. Baker
Sandy Baker, secretary
Sandra Baker

Susana Cardenas
Susana Cheneo
Comm expires 7-5-24
Declaration of Protective Restrictions and Covenants
Caldwell, Idaho Canyon County
Westwood Subdivision -1 of 1

see Attached

CERTIFICATION

The President and Secretary of Westwood Subdivision Homeowners Association, ^{1st} ~~Inc.~~ ^{We} do hereby certify and attest that the foregoing Third Amendment to Declaration of Protective Restrictions and Covenants of Westwood Subdivision has been approved by the vote or written consent of at least two-thirds of the members of the Association who would otherwise be able to cast a vote in favor of the amendment.

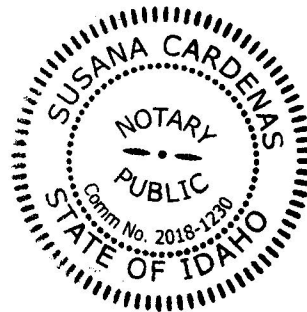


Nola Benedict, president



Sandy Baker, secretary
Sandra Baker

THIRD AMENDMENT TO DECLARATION
OF PROTECTIVERESTRICTIONS AND COVENANTS
WESTWOOD SUBDIVISION, Page 1



Susana Cardenas
Susana Chenevix
Comm expires 7-5-24
Caldwell, ID
Canyon County
5/6/2020

Nola Benedict
Nola Benedict

Sandra C Baker
Sandra Baker

ACKNOWLEDGMENT

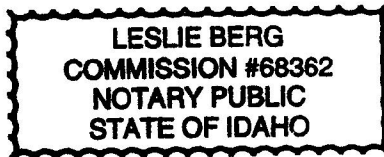
STATE OF IDAHO)

: ss.

County of __Canyon__)

On the 6th day of April, 2020, before me, the undersigned Notary Public, personally appeared Nola Benedict & Sandra Baker, known/identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



Leslie Berg
Notary Public for Idaho

Residing at __Nampa, ID__
Commission Expires: 08/25/2022

Attribution Clause: This Certificate is prepared for, and exclusively belongs to the accompanying document entitled Amendment to Declaration of Protective Restrictions and Covenants which consists of 3 pages and is dated 02/20/2020. If this certificate is appropriated to any document other than the one described herein it shall be deemed null and void.

AMENDMENT TO DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS

WESTWOOD ESTATES SUBDIVISION RE: INCREASE OF ANNUAL REGULAR
ASSESSMENTS OR CHARGES FOR THE YEAR 2023 TO \$600.00

WHEREAS, a meeting of Westwood HOA members was conducted on June 16, 2022 for the purpose of conducting annual meeting for the purpose of increasing the annual assessment for year 2023.

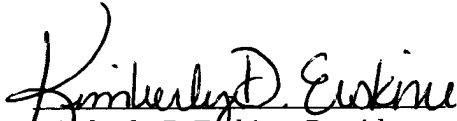
THEREFORE, by unanimous vote of the lot owners present and by proxy, it was decided that ARTICLE VII.F shall be amended as follows:

ARTICLE VII

F. MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual regular assessment shall be Six hundred and no/00 dollars (\$600.00) per lot for the year 2023, to be billed and paid in two (2) equal installments of Three hundred and no/00 dollars (\$300.00) on January 1 and June 1.

1. To remain unchanged
2. To remain unchanged
3. To remain unchanged

IN WITNESS WHEREOF, the undersigned owner has executed this Declaration of Restrictions and Covenants Amendment on the 16 day of December, 2022


Kimberly D Eskine, President


Sandra C Baker, Secretary

2022-054608

RECORDED

12/16/2022 04:58 PM



00737548202200546080030039

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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\$16.00

MISC

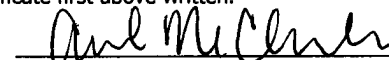
WESTWOOD HOA

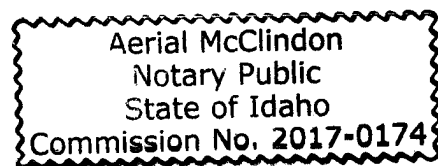
Declaration of Protective Restrictions and Covenants
Westwood Estates Subdivision 1 of 2

State of Idaho, Ada County ss:

On this 16 day of December, 2022, before me, Aerial McClindon, a Notary Public in and for county and state, personally appeared Sandra C. Baker; known or proven to me to be the person(s) who executed the foregoing instrument.

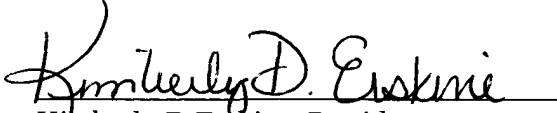
In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

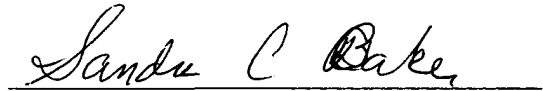

Notary Public Residing at: Ada County
Commission Expires: 07/27/2023



CERTIFICATION

The President and Secretary of Westwood Subdivision Homeowners Association, we do hereby certify and attest that the foregoing Fourth Amendment to the Declaration of Protective Restrictions and Covenants of Westwood Estates Subdivision has been approved by the vote or written consent of at least two-thirds of the members of the Association who would otherwise be able to cast a vote in favor of the amendment.

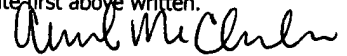

Kimberly D Erskine, President


Sandra C Baker, Secretary

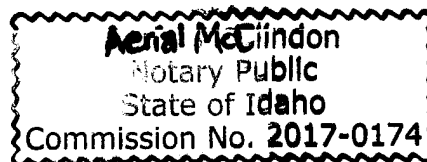
State of Idaho, Ada County ss:

On this 16 day of December, 20 22, before me, Aerial McClindon, a Notary Public in and for county and state, personally appeared Sandra C. Baker; known or proven to me to be the person(s) who executed the foregoing instrument.

In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.



Notary Public Residing at: Ada County
Commission Expires: 07/27/2023



FOURTH AMENDMENT TO DECLARATION
OF PROTECTIVE RESTRICTIONS AND COVENANTS
WESTWOOD ESTATES SUBDIVISION

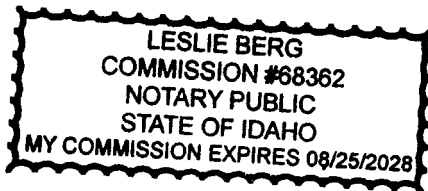
ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.
County of Canyon

On the 11th day of December, 2022, before me, the undersigned Notary Public, personally appeared Kimberly Erskine, known/identified to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have set my hand and seal this day and year as above written.



Leslie Berg
Notary Public for Idaho

Residing at Nampa, ID
Commission Expires: 8-25-2028

Attribution Clause: This Certificate is prepared for, and exclusively belongs to the accompanying document entitled * * which consists of pages and is dated . If this certificate is appropriated to any document other than the one described herein it shall be deemed null and void.

* Amendment to Declaration of Protective
Restrictions and Covenants
* Certification