

Sherwood Forest and Meadows Subdivision Restrictive Covenants Contents

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9937176

**SHERWOOD FOREST SUBDIVISION
SHERWOOD MEADOWS SUBDIVISION**

RESTRICTIVE COVENANTS

The undersigned, being the owners of the property hereinafter described, do hereby adopt the following protective covenants in their entirety to apply to real property to be subdivided and contained in a subdivision described as: (See attached Legals).

The said **Sherwood Forest Subdivision** and **Sherwood Meadows** is divided into single family residential lots in compliance with the local and state regulations and laws.

The following covenants shall run with the land and be in force and effect as outlined below unless or until terminated by agreement of the owners of seventy-five percent (75%) of the land in the subdivision and the City of Nampa, hereinafter called City, after all lots therein have been sold by Sherwood Forest, L.L.C., and Mallard Landing, L.L.C., hereinafter called "Developer." Modification or termination of these covenants can only be made with the consent of the Developer while any lots in this subdivision remain in the ownership of the Developer, and are as follows:

(1) No building, fence, wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications therefore, including exterior color scheme, has been approved in writing by the Architectural Committee. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements that are similar in general design and quality, and generally in harmony with the dwellings then located on said property.

(2) Variances in building set-back requirements shown on plat may be given by the Architectural committee upon proper showings and so long as the Nampa City ordinances on set-backs are met.

(3) The ground floor area of any one-story house in this subdivision shall not be less than 1000 square feet on the ground floor excluding covered porch areas, breezeways, garages or patios. Two-story and tri-level homes shall have not less than 1300 square feet, exclusive of the covered porches, entrances, garages or patios. One-level homes with basements shall have a minimum of 2400 square feet with the ground level having a minimum of 1200 square feet, also excluding covered porch areas, breezeways, garages or patios. All of the above square feet requirements can be modified by the Architectural Committee.

(4) The value of each constructed residence shall equal or exceed \$80,000 based on Jan, 1999 values.

(5) The design of each house in this subdivision shall endeavor to include aesthetic qualities such as brick, redwood, cedar, stucco, or stone facings on the front exposure, bay

qualities such as brick, redwood, cedar, stucco, or stone facings on the front exposure, bay windows, roofs of at least 4 in 12 pitch, broken roof lines, gables, hip roofs, etc. Exterior colors of earth tones or grays shall be encouraged. Bright or bold colors, or very dark colors shall be discouraged.

(6) No gravel roofs, split entry homes, or moving of pre-built homes into subdivision shall be allowed.

(7) All lots shall be provided with a driveway containing a minimum square footage such that two off-street automobile parking spaces are provided within the boundaries of each lot.

(8) All such parking area requirements shall be exclusive of a required attached and enclosed two car garage area that will hold no less than two cars and no more than three.

(9) For the purpose of the covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No building shall be in excess of two stories above natural ground level.

(10) Fences shall not extend closer to any street than twenty feet (20) nor higher than six (6) feet without express approval of the Architectural Committee and Nampa City, and shall be of good quality and workmanship and shall be properly finished and maintained. The location of fences, hedges, high plantings, obstructions or barriers shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable or noxious or nuisance use. The determination of the Architectural Committee shall be binding on all parties as to whether an undesirable, noxious or nuisance use exists.

(11) No Duplex or multi-family building shall be located within the boundaries of this subdivision.

(12) Construction of any residences on the subdivision shall be diligently pursued after commencement thereof and be completed within eight (8) months.

(13) Landscaping of front yard is to be within 30 days of substantial completion of home, or within 30 days of occupancy, to include but not be limited to sod in front yard, one flowering tree of at least 1 1/2" caliper, three (3) five gallon plants and five (5) one gallon shrubs. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Committee. Grass will be planted in the back yard within one year of occupancy.

(14) Each home may have a Photo-Sensitive yard or house light installed such that the front yard area between the house and the front property line is illuminated. The light is to be designed to automatically switch on at sunset and off at sunrise with a minimum bulb power of 60 watts and wired to meet City of Nampa Ordinances.

(15) No building shall be moved onto the premises.

(16) No shack, tent, trailer house, or basement only, shall be used within the subdivision for living quarters, permanent or temporary.

(17) Nothing of an offensive, dangerous, odorous, or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said subdivision that may be or become an annoyance or nuisance to the other property owners in said subdivision. Weeds shall be kept cut to less than four (4) inches.

(18) Keeping or raising of farm animals or poultry shall be prohibited. A maximum of 2 dogs and/or 2 cats or other household pets kept on these premises shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the use of the property of others and comply with Nampa City code. Any other requests by lot purchasers must be approved by the Architectural Committee. Dogs shall not be allowed to run at large.

(19) No business shall be conducted on the above property unless legally permitted under the existing and prevailing Nampa City zone restrictions. If permitted, no business or commercial use shall be allowed that cannot be conducted within the residence of the owner. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted upon the lots in this subdivision.

(20) Only one (1) outbuilding per lot will be allowed. All outbuildings shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property and must be approved by the Architectural Committee.

(21) No building or structure shall be placed on said property so as to obstruct the windows or light of any adjoining property owner in said subdivision.

(22) Additional easements: In addition to any easements shown on the recorded plat, an additional (5) foot easement may be reserved five (5) feet on any side of all other easement lines, if necessary, for the installation and maintenance of utilities, irrigation and drainage.

(a) Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction or flow of water through drainage channels in the easements.

(b) The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

(23) This subdivision is within the City of Nampa Irrigation, each lot will have access to pressurized irrigation and will be subject to any and all assessments of said City. Said pressurized irrigation system shall be maintained by the Nampa City Irrigation District.

(24) All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines.

(25) No sign of any kind shall be displayed to public view on any building or building site on said property except a professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant or its agent may post a "sold" sign for a reasonable period following the sale.

(26) No lot or building site included within this subdivision shall be used or maintained as a dumping ground for waste material. Incinerators are not permitted. Receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition.

(27) Parking of recreational vehicles, boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the property or on public ways adjacent thereto shall be prohibited except within garages, carports, or other approved areas. The Architectural Committee shall be the sole and exclusive judges of approved areas. Their decision is final and binding.

(28) No machinery, building equipment or material shall be stored upon site until the Grantee is ready and able to commence the construction with respect to such building materials which then shall be placed within the property line of such building site upon which the structure is to be erected.

(29) Installation of radio and/or television antennae or satellite dishes is prohibited outside any building without written consent from the Architectural Committee, which would require them to be screened from street view.

(30) These covenants shall run with the land and shall be binding on all persons owning under them for a period of thirty (30) years from the date of this recording thereof, after which time such covenants shall be automatically extended for successive periods of

ten (10) years, unless at any time after the initial recording of this instrument, an instrument signed by the owners of 75% of the land of this subdivision has been recorded agreeing to change or terminate said covenants in whole or part and after all lots therein have been sold by the Developer. Modification or termination of these covenants can only be made with the consent of the Developer so long as any lots in this subdivision remain in Developer's ownership.

(31) Enforcement against any person or persons violating or attempting to violate any covenant herein after ten (10) days notice thereof in writing served on the offending party, shall be had by any property owners within said subdivision either at law or equity. In the event of judgement against any person for such 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.

(32) Any Owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now 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.

(33) A committee of three persons shall act as an architectural design committee and shall, prior to any new construction in said subdivision, be furnished with one set of detailed plans and specifications of any proposed building to be located in said subdivision and shall be allowed ten (10) days to review said plans, drawings, and specifications. If said committee shall approve of the proposed building, or modification or alteration thereof, they shall so indicate by the dating and signing of the set of plans by a member of the committee, and their approval shall be construed as full compliance with the provisions of Paragraph One (1) of the original covenants. Said committee shall have sole discretion to determine what shall be substantial compliance without prior consent of said committee.

The committee shall consist of the following:

A Leon Blaser	3875 Twilight Dr.	Boise, Id 83703
Bruce Blaser	4378 Kitsap Dr.	Boise, Id 83703
Garrett Longstreet	7733 Emerald St	Boise, Id 83704

After the developer has sold all the lots in this subdivision, the Architectural Review Committee shall be turned over to the residents of the subdivision and not before. Amending these covenants shall not affect this provision.

A majority of said committee is empowered to act for the committee. In the event any member of the committee is unable to act or fails or desires not to act, the remaining committee members shall appoint an owner of a lot in said subdivision to serve on said committee, all of whom serve without compensation.

(34) **Damage to Improvements:** It shall be the responsibility of the builder of any residence in this subdivision to leave street, curbs, sidewalks, fences, and tiled irrigation lines if any, and utility facilities free of damage and in good and sound condition at the conclusion of the construction period. Fine grading on each individual lot shall be required to conform to the master drainage plan of the subdivision. It shall be conclusively presumed that all such improvements are in good, sound condition at the time building is begun on each lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, with notice addressed to a member of the Architectural Committee.

(35) Invalidation of one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

HOME OWNERS ASSOCIATION

(36) **Membership:** Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any lot located within said property and the Canyon County Highway District by virtue of their ownership in roads, right-of-ways, and easements, shall by virtue of such ownership, be a member of the Association. The Dues for such membership are \$200 initial set up fee and \$25 annually thereafter. When more than one person holds such interest in any occupied lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such lot subject to assessment by the Association.

Such ownership of any such lot or roadway, shall be the sole qualification for becoming a member, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

As additional phases of **Sherwood Forest Subdivision** are formed and brought to completion, the new phase will automatically be integrated through annexation into the Association, with all restrictions and privileges applied.

The financial reports, books and records of the Association may be examined, at reasonable times, by any member or mortgagee.

(37) **Voting Rights:** Each member shall be entitled to cast one vote or fractional vote as set forth herein for each lot in which he holds the interest required for membership. Only one vote shall be cast with respect to each lot. The vote applicable to any lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provides otherwise and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

(38) Officers and Directors: At an annual meeting called pursuant to notice as herein provided for establishment of annual assessments, a Board of Directors of the Association shall be elected by ballot of those attending said meeting and voting by proxy, provided that the total of all votes cast shall represent a quorum as hereinafter provided.

There shall be three directors elected to serve for a period of three years. Election shall be by popular vote, the nominees receiving the three highest vote totals shall be deemed elected. Each member shall be entitled to vote for three nominees per membership.

In the event any director shall be unable to complete the term for which elected, the remaining directors are empowered to appoint a substitute to serve out the unexpired term.

(39) The Association shall operate, control and maintain any common areas.

The Association shall have the right to dedicate or transfer all or any part of the common areas to any public entity, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition to transfer shall be effective unless authorized by members entitled to cast two-thirds (2/3) of the majority of the votes at a special or general member's meeting and an instrument signed by the Chairman and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every member not less than fifteen days (15) nor more than thirty (30) days prior to such dedication or transfer, and the Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for a period not exceeding thirty (30) days for each infraction of its published rules and regulations.

(40) Each owner of any Lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association

(1) regular annual or other regular periodic assessments or charges.

(2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed.

The assessments levied by the Association shall not be used for any purpose other than the improvement and maintenance of any area designated as a Common Area and/or the general operations of the Home Owners Association. Subject to the above provision, the Association Directors shall determine the use of assessment proceeds.

In addition to the regular assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, provided the assent of a two-thirds (2/3) majority of the complete votes represented by those members who are voting in person or by proxy at the meeting duly called for this purpose is obtained, written notice of which shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Both regular assessments and any special assessments must be fixed at a uniform rate for all occupied lots and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors.

(41) At the first meeting called, the presence at the meeting of members or of proxies to cast sixty percent (60%) of all votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements. No subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

(42) FEES All lots shall be subject to an initial set up fee of \$200. In addition the annual assessment as provided for herein is \$25. The annual assessment is due on the first day of a new year. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(43) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Secretary of the said Association shall file in the office of the County Recorder, Canyon County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of the

said County Recorder for Canyon County, Idaho, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorney's fees of the Declarant or of the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements and fees on appeal, and such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas of abandonment of his lot.

(44) The sale or transfer of any lot or any other part of said property shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the liening thereof.

(45) The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties expressly dedicated to and accepted by a local public authority;
- (b) any other properties owned by the Association.

(46) The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of or in connection with the maintenance and operation of common areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, and care of grounds, repairs, renovations, and paintings to common areas, snow removal, wages, water charges, legal and accounting fees, management, fees expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements.

(47) The Association shall be responsible for the repairs, upkeep and maintenance, normal servicing, gardening, rules and regulations for use, care, and safety, annual planting of flowers (if any), payment of bills and related expenses for any Common Areas including the following:

All common lots and park lots


ARTICLE IV
MISCELLANEOUS

A. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions, which shall remain in full force and effect.

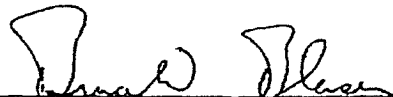
C. Duration and Applicability to Successors. The covenants, conditions, and restrictions set forth in this Declaration shall be in effect perpetually, shall run with the land and shall inure to the benefit of and be binding upon the Declarant and all lot owners in the subdivision and their successors in interest.

D. Amendment. This Declaration may be amended by the action of the owners of a majority of the lots in the subdivision affected by such amendment and the amendment is approved by the City of Nampa before it becomes effective.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this 19 day of April, 19 99.



A. Leon Blaser, President



Bruce W. Blaser, Secretary

Sherwood Forrest L.L.C., Declarant

A Leon Blaser

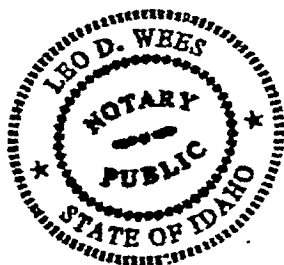
A. Leon Blaser, Member

Bruce W Blaser

Bruce W. Blaser, Member

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 15 day of September, 1999, before me, a notary public in and for said State, personally appeared A. Leon Blaser and Bruce W. Blaser, known to me to be the Members of Sherwood Forest L.L.C., and Mallard Landing L.L.C., whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.



Leo D. Wees
Notary Public

Residing at: Boise
Commission Expires: 01-30-02

Rescov

RECORDED BY Bruce Blaser
TYPE Misc FEB 26 '99

BY G. Noel Hales
CANYON, ONTY RECORDER

99 SEP 15 PM 2 53

RECORDED

009937176

11

MAINTENANCE MANUAL

- a.) Homeowners Association will install and maintain a sprinkler system on said lot.
- b.) said lot will be planted in grass with decorative shrubs and trees where appropriate.
- c.) Homeowners Association will mow and otherwise maintain the grass, keep down the weeds and keep the entire area free from paper, trash or other unsightly objects.
- d.) said lot may be used by any of the homeowners as a play ground for children and/or other family or neighborhood activities.
- e.) the drainage (detention) pond must be maintained in its original size, shape and elevation free from all foreign materials so that it can properly function as a catch basin for water from a major storm or other natural or man-made accidental discharges of water.

Homeowners Association is and will be responsible for the continual maintenance in accordance with this Maintenance Manual which is a part of these Homeowners Association Covenants.

The Directors shall become the Architectural Committee as provided in Paragraph 33 upon the sale of the last lot in any future phases of Sherwood Forest Subdivision.

(48) The Board of Directors are empowered to obtain appropriate liability, casualty, fire or errors or omissions or other insurance to properly protect the actions of the Association or facilities maintained, owned or controlled by the Association as a cost to the Association.

(49) Invalidation of one of these Covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHERWOOD FOREST SUBDIVISION AND SHERWOOD MEADOWS SUBDIVISION

This instrument constitutes the First Amendment to the Declaration of Covenants, Conditions and Restrictions ("CC&R's"), for Sherwood Forest Subdivision and Sherwood Meadows Subdivision, recorded on September 15, 1999, as Instrument No. 9937176.

As to Item 41, the CC&R's are hereby amended to read as follows:

(41): At the first meeting called the presence at the meeting of members or of proxies to cast 10 percent (10%) of all votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to notice requirements, and all members present at the subsequent meeting shall constitute a quorum, regardless of the percentage of members present. No subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Except for the above amendment, all other sections of the CC&R's shall remain binding and in effect.

A majority of the eligible Sherwood Forest and Sherwood Meadows Subdivision homeowners approved the above-referenced CC&R amendment via a written ballot distributed to the homeowners pursuant to Court order in Canyon County Third District Court Case No. CV 2006-8952.

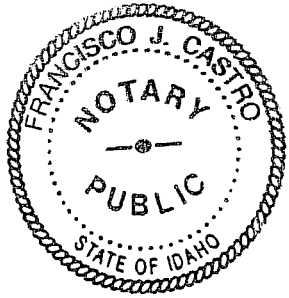
Terry Adams, Sherwood Homeowner's Association Representative

RECORDED 2006 OCT 13 AM 10 29 CANYON COUNTY RECORDER NOEL HALES BY [Signature] REQUEST Sherwood Forest Subdivision Fee \$30

STATE OF IDAHO))ss. Country of Canyon)

On this 10 day of October, 2006, before me, a Notary Public for the State of Idaho, personally appeared Terry Adams known to me to be the Sherwood Homeowner's Association Representative and acknowledged to me that she executed the above document.

Subscribed and sworn before me on the date first written.



Francis Castro, Notary Public for Idaho, Residing in Nampa, Idaho, My Commission Expires: 2/10/2011