

Sienna Hills



HOME OWNERS HANDBOOK

www.siannahills-idaho.com

Sienna Hills

Welcome Neighbor:

On behalf of all the members of Sienna Hills, welcome to the neighborhood! We are proud of our community and look forward to getting to know you. To help you understand and appreciate our special neighborhood, the following *Sienna Hills Homeowner's Handbook* has been prepared. It contains important information about Sienna Hills, including the organization and management of our neighborhood association, key protective covenants, and other items of interest and importance to you as a homeowner and member of the Sienna Hills Neighborhood Association.

Our common goal in Sienna Hills is very simple: to preserve and enhance the *value* and *appeal* of our neighborhood for those who own homes here.

We welcome your involvement in the neighborhood association and appreciate you taking the time to read and follow the covenants and guidelines outlined in this handbook. Your comments and questions are always welcome. Contact our Property Management Company any time with your thoughts and suggestions at the following:

Mike Farlow
Valley Property Management
849 E Fairview Ave.
PO Box 1090
Meridian, Idaho 83680
(208) 888-4947
Email: mike@vpmco.com

Warmest regards,

Sienna Hills Board of
Directors

THE NEIGHBORHOOD ASSOCIATION

All property owners within Sienna Hills are members of the neighborhood association. Each year, members of the association meet to elect members to the Board of Directors. The Board meets monthly or more often if needed to manage the affairs of the association. Homeowners are welcome to attend any meeting with advance notification to the Board or Association Manager. In addition to the Board, we all play an important role in the Sienna Hills community, many through work on one of our committees. These include the Architectural Review Committee, Landscape Committee, Social Committee, Pool/Clubhouse Committee and other Committees that may be established from time to time. All members of the Board and the Committees serve as unpaid volunteers. All Committees report to the Board of Directors. If you are interested in helping out on a Committee, please contact our Association Manager. Volunteers are always welcome!

ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee exists to help ensure consistent application of design criteria and requirements set forth in the Covenants, Conditions and Restrictions (CC&Rs) and Architectural Specifications and Standards. All proposed exterior changes to homes and landscaping must be reviewed and approved by the Committee. Some examples include changes in house colors, installation of a new roof, addition of more living space or garage space, fences, play equipment or changes to the landscaping in your yard.



LANDSCAPE COMMITTEE

The Landscape Committee oversees all the common area landscape maintenance. The Committee works with the Architectural Review Committee to help review proposed landscaping changes by homeowners. The Committee reports to the Board of Directors who has authority over maintenance contractors to assure that the care of our common areas is done properly.



SOCIAL COMMITTEE

A Social Committee will be created once the Sienna Hills Community grows to a point where such a committee will be beneficial or until the homeowners agree to institute one.

POOL/CLUBHOUSE COMMITTEE



A Pool/Clubhouse Committee will be created once the Sienna Hills Community grows to a point where such a committee will be beneficial or until the homeowners agree to institute one. In the interim, the Sienna Hills HOA Board of Directors will assume the Pool/Clubhouse Committee duties.

HOSPITALITY COMMITTEE

A Hospitality Committee will be created once the Sienna Hills Community grows to a point where such a committee will be beneficial or until the homeowners agree to institute one

NEIGHBORHOOD WATCH COMMITTEE

A Neighborhood Watch Committee will be created once the Sienna Hills Community grows to a point where such a committee will be beneficial or until the homeowners agree to institute one.



HOMEOWNERS' ASSESSMENTS

Under authority outlined in the CC&R's, the neighborhood association levies and collects assessments from each homeowner. Invoices are sent out quarterly. Per the CC&R's, payment is due NO LATER than 30 days past the due date. Our Property Management Company can take credit/debit card payments. Please call them to use this service. The annual homeowners' assessments cover costs such as common area maintenance, signs, utilities, neighborhood pool and clubhouse maintenance, management and other operating expenses. The operation of our subdivision depends entirely on the funds generated from these assessment fees. These fees contribute directly to the quality of life we enjoy in our subdivision. Financial statements are prepared regularly and are available to all homeowners.

COVENANTS. CONDITIONS AND RESTRICTIONS

All properties and common areas within Sienna Hills are guided by a set of Covenants, Conditions, and Restrictions (CC&R's). This legal document is provided to each homeowner during financial closing of their Sienna Hills home, and each homeowner is required to abide by its conditions. If you do not have a copy of the CC&R's, please contact your title insurance company for a free copy. You can also access the CC&R's in electronic form on the Sienna Hills website - www.siennahills-idaho.com

The Sienna Hills HOA has the right to fine homeowners who violate the CC&R's as described in Article 9.8 of those CC&R's.

Please pay particular attention to the following CC&R's:

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Prior Plan Approval; Architectural Control. No Improvement of any kind shall be placed or permitted to remain upon any part of the Property unless a written request for approval has been approved by the Board of Directors of Sienna Hills Neighborhood Association, Inc., (the Architectural Control Committee) or a person designated by the Board to approve same. The written request to the Board shall contain the plans, specifications, landscaping plan, and exterior color scheme. The approval of the Board will not be unreasonably withheld if the plans and specifications comply with these CC&R's, all government ordinances, and are in the general harmony of the existing structures and improvements located in this Subdivision. The initial address of the Board shall be 4822 N. Rosepoint Way, Suite C, Boise, Idaho 83713.

COMMENT: An Architectural Committee form is attached to this handbook. You must have written approval by the Architectural Committee PRIOR to making any changes to the exterior of your home, lot or landscaping. The attached form must be filled out COMPLETELY and sent to the Association Manager. Once the committee approves your request you will be notified.



4.2 Government Rules. In the event any of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rule, regulation or ordinance shall apply.

4.3 Use and Size of Dwellings. All Building Lots shall be used exclusively for one or two-story single-family homes. Lots less than 9,000 square feet shall have a one story home of not less than 1,800 square feet or a two story home of not less than 2,200 square feet. Lots between 9,000 and 10,000 square feet shall have a one story home of not less than 1,900 square feet, or a two story home of not less than 2,300 square feet. All other Lots shall have a one story home of not less than 2,000 square feet, or a two story home of not less than 2,400 square feet. Eaves, steps, open porches, car ports, garages and patios are excluded in the computation of square footage.

4.4 Basements. Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and Owner builds and owns their basement at their own risk.

4.5 Accessory Structures; Storage Sheds; Patio Covers; Outbuildings. There shall be no metal or wood storage attachments to any home except as approved by the Board.

Storage sheds attached to the residential structure shall be constructed and roofed with the same materials as the residential structure and shall be a similar color.

Patio covers shall be constructed and roofed with the same materials as the residential structure and shall be a similar color. Provided, however, that the Board may approve a different design, color and materials if aesthetically compatible with the residential structure. (A patio cover is not to be considered as an outbuilding.)

Outbuildings shall be limited to one per Lot, and shall be constructed of quality materials, be finished or painted in the same general color as the residential structure, shall be constructed and roofed with the same materials as the residential structure, and shall be first approved by the Board and comply with local ordinances.

4.6 Setbacks. All setbacks shall comply with the pertinent local government ordinances. Provided, however, certain Lots have special easements along the Lot boundary lines which are larger than the government setbacks. These special easements are identified on the plat or described herein. For those Lots with these special easements, the foundation of the building shall not encroach on that easement area, and that easement area shall be the required setback.

4.7 Garages. All residential homes shall have an attached enclosed garage which holds no less than three cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

4.8 Exterior; Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling. The exterior materials and colors of each building and the appearance of the building shall first be approved by the Board. Earth tones and grays are encouraged for the body of the home. Bright or bold colors for the body of the home

are discouraged. Bay windows, broken roof lines, gables, hip roofs, etc. are strongly encouraged. Any future changes to colors or exterior must be approved by the Board.

4.9 Fifty (50%) Percent Brick, Stone, Stucco on Front Exposure. The front exposure of the dwelling shall be covered by brick, stone or stucco over at least fifty (50%) percent of the total square footage of the area of the "front exposure" of the dwelling. No cottage lap siding shall be allowed on the front exposure of any dwelling. The "front exposure" area shall be that area from the eaves to the ground and from the side corner to the opposite side corner on the exterior of the dwelling generally parallel with the street and which contains the main entrance doorway (dwellings on a corner lot need have only one "front exposure"). The Board may approve a different percentage. To compute the fifty (50%) percent of the front exposure, windows and garage doors shall be excluded. (For example, if the front exposure of the dwelling is a total of 600 square feet and the windows and garage doors are 200 square feet, then at least fifty (50%) percent of the remaining 400 square feet would be covered by brick, stone or stucco).

4.10 Driveways. All Lots shall have a concrete driveway and a minimum of two concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, permabark, rock or gravel.

4.11 Roofs. Roofs must be of at least 6 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be black architectural composition shingles. Any future changes to roof or color must be approved by the Board.

4.12 Lot Grading and Drainage Requirements. Grantor has not graded the Lot to account for drainage and Grantor shall have no duty to grade any Lot for proper drainage. Grading for drainage shall be the sole duty of the Owner and, if applicable, the Owner's builder. Each Lot Owner shall grade and maintain the grade on their individual Lots so that:

- A) Drainage of storm and irrigation water is kept away from adjacent Lots;
- B) The Lot will drain sufficiently away from the foundation with a proper slope so that water is kept out of the crawl spaces; and,
- C) All drainage is in accordance with local building code requirements.

4.12.1 Owner's Liability. It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's Lot from draining onto any other Owner's Lot (and/or into any neighboring crawl spaces). In the event that an Owner does not adequately maintain the grade, drainage and slope of the Lot as provided herein, or uses excessive irrigation water, and water flows off the Lot onto an adjacent Lot or property causing damage or injury, the offending Owner may be liable for any damages occurring as a result of the drainage.

4.12.2 Grantor No Liability For Drainage. Grantor shall have no liability for any damages or problems caused by drainage. Nor shall Grantor have any duty to remedy, fix or cure any drainage problems on any individual Lots.

4.13 Landscaping. Berms and sculptured planting areas are strongly encouraged. Each Lot must have a full coverage automatic sprinkler system. Sod for the entire yard, and landscaping of the front yard shall be completed as of the date of the occupancy of the home (weather permitting) and such landscaping shall be the responsibility of each respective Owner of the Lot. Landscaping, at a minimum, shall include:

- A) At least two (2) trees of not less than two inch (2.0") caliper in the front yard. ("Caliper" is the diameter of the tree trunk measured 6 inches above the root ball);
- B) Not less than ten (10) one gallon shrubs, five (5) 2 gallon shrubs, and four (4) five gallon shrubs, in the front yard;
- C) The front yard of each dwelling shall be enhanced by at least one (1) of the following: bermed area, decorative concrete curbing, or decorative boulders.

The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the house. For Building Lots on corners, the "front yard" shall also include the entire side yard next to the side street from the front Lot line to the rear Lot line.

Weed Control: Prior to the planting of grass it shall be the responsibility of the builder and/or the Owner to keep all weeds on the lot under control and periodically cut so they remain less than 6" tall. Neglected weeds may be cut by the Association without notice and the bill therefore shall be paid by the lot Owner as a Limited Assessment.

4.14 Fences.

4.14.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision Property. After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot (except as set out below). The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

4.14.2 Association Fences. The fence along the boundary of Common Area located within Lots 1, 23, 24, 25, and 30 of Block 1; Lot 5 of Block 5; Lot 1 of Block 12; Lots 1, and 3 of Block 14; Lot 5 of Block 15 and Lot 8 of Block 17 shall be owned and maintained by the Association. All other fences constructed in any Common Area, or on any Common Area Lot shall also be owned and maintained by the Association.

4.14.3 Other Owner Fences. Other Owner fences are not required. Any fence by an Owner shall be of Trex, vinyl or wrought iron material and shall first be approved by the Board. Specifications for said fencing are attached hereto. Chain link fences are prohibited anywhere within the subdivision. No combustible fence shall be constructed adjacent to and along side of a Common Area wrought iron fence.

4.14.4 Distance From Street. No fence shall be constructed on any Lot (including corner Lots) closer to the front Lot line than two (2) feet behind the front edge of the dwelling. For corner Lots, the fence along the side street shall be, if possible, at least ten (10) feet from the back of the sidewalk or as applicable code may require (the back of the sidewalk is the side away from the street.)

4.14.5 Chain link fences. No chain link fences are allowed except where required herein or along watercourses or open ditches.

4.15 Construction. No pre-existing home, mobile home, house trailer, tent, shack, or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months. Temporary construction structures are permitted only during the time of construction. A temporary pre-fabricated mobile "sales center" may be used prior to the completion of a model home permanent structure.

4.16 No Yard Lights; Antennae. Yard lights shall not be allowed. Photo sensitive or electric eye Soffit lights are required, with not less than one (1) located in the front entry way. Installation is the specific responsibility of the lot Owner.

For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located to the rear of the structure and reasonably screened from view of other front and side Lot Owners.

COMMENT: the photo-sensitive Soffit Light(s) MUST BE ON FROM DUSK TO DAWN. You will receive a violation letter if your light is not on during this time.

4.17 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

4.18 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

4.19 Disabled, Dilapidated or Stored Vehicles. Any disabled vehicles, vehicles not used on a regular basis, or dilapidated vehicles located upon any portion of the Property or a Lot are a nuisance and absolutely prohibited unless they are fully enclosed in a Board approved structure. Such vehicles may be removed by the Board as a corrective action as provided in Article 9 in the CCR's.

COMMENT: To avoid receiving a violation letter for this amendment, it is highly recommended that all vehicles NOT USED ON A REGULAR BASIS, be put in the garage or stored in an offsite storage unit.

4.20 Screening; Unsightly Articles; Holiday Decorations; Lighting. No unsightly articles or materials, junk, car bodies, or any other unsightly property shall be permitted to remain on any Lot so as to be visible from any other Owner's Lot. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other Lots. Trash is to be kept in containers and areas approved by the Board. All trash cans shall be screened from view of the street during all times other than trash pick up day. Play equipment, toys, lawn equipment and the like (when not being used) shall be screened from view of the street. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, building materials or scrap shall be kept, stored or allowed to accumulate on any property except within an approved enclosed structure. Vacant residential structures shall not be used for storage.

Holiday decoration should only be put up 30 days prior to any holiday and taken down with 30 days after the holiday for which they were placed. No other lights shall be placed on the outside of a home that would be a nuisance to another Owner. Spot light type security lights shall be directed to the ground on the Lot and shall not be pointed at neighbors.

4.20.1 No Unscreened Boats, Campers and Other Vehicles. No operational boats, trailers, campers, all-terrain vehicles, motorcycles, bicycles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless enclosed by a concealing structure or other screening as approved by the Board. Provided, however, no vehicles or the like (including sail boats with masts) taller than ten feet or longer than 30 feet shall be allowed to be stored on any portion of the Property. If a stored item is taller than the front screening fence, then the item must be parked two feet away from the fence for every one foot it is taller than the fence. (For example, a nine foot tall motor home would be required to be parked six feet away from the front fence if that fence was six feet tall, and eight feet back if the fence was five feet tall.)

Notwithstanding anything contained herein, an operational boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owner's Lot (if permitted by local ordinances) for a temporary time not to exceed three consecutive days.

4.20.2 Removal of Items; Warning; Costs. The Board or its representatives may remove any items in violation of this Declaration at any time after giving the owner fifteen (15) days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a Limited Assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs (see Article 9 below.)

4.21 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair, and the landscaping shall be regularly watered, fertilized and mowed. In the event an Owner permits an Improvement or landscaping to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Articles 8 and 9 below.

COMMENT: The level and quality of landscape maintenance in our neighborhood is an important component of neighborhood appeal. Accordingly, all homeowners are expected to maintain their landscaping in a way that meets or exceeds the following standards:

Fertilizer Applications	At least two applications of fertilizer and weed control should be made each year. Three applications are preferred.
Weed Control	Lawns and bedding areas should be essentially weed free at all times.
Mowing and Trimming	Lawn areas should be mowed at least once every week. Edging and trimming should be done along with mowing on the same schedule.
Watering	Lawn and bedding areas are to be adequately watered to avoid brown and dying grass, with particular attention to the five-foot landscape strip between the street and sidewalk, especially during the summer months when temperatures rise above 90 degrees.

4.22 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than four total domestic animals (dogs and/or cats) shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run must be screened, placed inside the Lot fences, and approved by the Board. Each Owner shall be responsible for collecting and removing all animal feces and other waste deposited from their animals from the Property, common area and Lots not belonging to such Owner.

COMMENT: The Sienna Hills HOA has the right to fine homeowners who violate the CC&R's as described in Article 9.8 of those CC&R's. With the approach of warmer weather, more and more pet owners are taking walks with their pets. Please do you part as a responsible pet owner and observe these points of pet etiquette for both dogs and cats:



PROMPTLY pickup pet litter, especially if it is on a neighbor's lawn or common area. Take your pet litter home. Do not dispose of pet litter in the common area trash bins, doing so causes foul odors around the pool and playground areas.

REFRAIN from allowing your dog to bark and disturb neighbors

NEVER allow your pet to roam free in the neighborhood for any reason

ALWAYS be considerate of others.

4.23 Signs. No sign shall be displayed to public view without the approval of the Board except: (A) signs used by Grantor in connection with the development and sale of the Property; (B) signs identifying the development; (C) informational signs by the Board displayed on Common Areas; (D) one sign of less than 6 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (E) signs required by the governing authorities.

No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board. No "For Rent" or "For Lease" signs shall be placed on any common area, Lot or other Property.

4.24 Business Activity. No building in this residential Subdivision may be used for any commercial business purposes, day care, manufacturing operations or as a retail business. A "Home Office" business shall be allowed if permitted under the applicable City Ordinances. Any Home Offices, however, shall be subject to the following restrictions:

- A) No signs of any kind shall be allowed on the premises advertising the business,
- B) No commercial vehicles shall be parked in the street,
- C) No more than two "customers" or "clients" visit the Home Office business at any one time and they park in the driveway and not in the street,
- D) No unsafe or unsightly conditions shall be allowed to exist on the premises.

4.25 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.26 Storm Water and Drainage Easement Areas. The City of Caldwell, Idaho, (hereinafter called "City") is hereby granted a perpetual blanket storm water retention and drainage easement over the following Common Area Lots: Lot 1 of Block 1; Lot 6 of Block 4; Lot 5 of Block 5 and Lots 9 and 10 of Block 17.

These Lots are identified on the plat as the area for "Storm Drainage Easement". Together these easements are for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes, sand and grease traps, and all related storm drain facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water. The City has the right at any time to inspect the stormwater drainage facilities, and if necessary, promptly perform any required maintenance. Any changes to previously approved documents regarding the storm water system shall require the approval of the City. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of the City to operate and maintain these drainage facilities. Driveways in these easements areas are permitted.

4.26.1 "Heavy" Maintenance of Drainage/ Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage, both surface and sub-surface, facility to ensure it is functioning properly; cleaning out the facility piping, manholes sand and grease traps, and mucking out the storage facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. If the City shall decide not to perform such "heavy"

4.26.2 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for the Sienna Hills Subdivision. This Manual is as follows:

Sienna Hills Subdivision
Stormwater Retention O & M Manual

This manual outlines the duties to be performed by the Sienna Hills Neighborhood Association, Inc. (hereinafter the "Association") for the light maintenance of the storm water retention facilities located in certain of the Common Areas.

1. Purpose of Stormwater Facility. The primary purpose of the stormwater facilities is to convey stormwater from the streets through a system of buried pipelines, manholes and sand and grease traps to the stormwater retention pond or sub-surface absorption trenches. These facilities are intended to store and percolate the stormwater into the underlying soils layers. Any water in excess of this rate will be temporarily stored above ground within the pond or infiltration gallery. After the storm subsides, the pond will empty by percolating into the sub-soils through the sub-surface absorption trenches and perforated pipe lines.

2. Additions to Facility; Removal; No Liability on City. Additions to the facility (if any), such as park benches or additional landscaping, shall be considered temporary and may be removed by the City or Association when heavy maintenance of the facility is needed. In the event that any of these additional items are moved, the City shall have no liability relating to the removal and shall have no responsibility to repair or replace any items moved. The sole responsibility for the repair and/or replacement thereof shall be with the Association.

3. Light Maintenance. The Association shall have the duty to perform the light maintenance of the ponds and/or infiltration facilities as follows:

3.1 Monthly Inspection of Pond. Monthly visual inspections of the ponds and/or infiltration shall be performed by the Association to check for bank stability, water spots, water entering the pond from adjacent lots, rodent holes and bank erosion. In the event that any of these items are found, the Association shall have a licensed contractor make the necessary repairs.

3.2 Monthly Inspection of Underground Storm Drain Facility. Monthly visual inspections of the underground storm water drain facility shall be performed by the Association to check for clogging or standing water in or on the piping, the manholes sand and grease traps or other structures. In the event that any of these items are found to be clogged the Association shall contact the City so that the City can perform the "heavy" maintenance responsibilities. If the City declines to perform this maintenance, then the Association shall have a licensed contractor make the necessary repairs or clean the facilities.

3.3 Mowing and Maintenance of Landscaping. The Association shall perform the normal surface routine maintenance such as mowing lawns, fertilization, weed control, and irrigation of any landscaping. Any lawn placed in the pond shall be maintained in a healthy condition.

3.4 Trash Cleanup. Any trash found during the periodic inspections shall be collected and removed from the pond and disposed of properly offsite.

4.26.3 Association Failure to Maintain: In the event that the City determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Manual above, then the City shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within those 30 days the Association may undertake to initiate and conclude all maintenance defects as identified by the City. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by the City within the prescribed thirty (30) days, then in that event, the City may begin to undertake such maintenance. The City is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform such inspection and maintenance of the Common Areas identified herein.

Should the City engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. The City shall first bill the Association and if such bill shall not be paid within sixty (60) days, then the City shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots pursuant to the CC&R's as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by the City

The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and storm drain facilities contained therein without the prior written approval from the City.

The Association and all lot owners by accepting title to a lot agree that all lot owners within these subdivisions are benefited property owners of such maintenance.

4.27 Renting/Leasing. No home (or any other part of the property) lot, or Property shall be rented or leased to third parties, except where: (1) the Tenant has been given a copy of these CC&R's; the Tenant has executed a written lease or rental agreement where the Tenant has affirmatively agreed to be bound by the terms and conditions of these CC&R's, specifically including, but not limited to the use of the Lot and the Subdivision, and the Lot landscaping and maintenance requirements; (3) the Lot Owner has provided in the lease or rental agreement that the Lot landscaping will be maintained by a professional landscape maintenance company or other organization during the term of the lease or rental; (4) a copy of the signed written lease or rental agreement is provided to the Association within thirty (30) days of the date of the first day of any term of any such lease or rental.

During and rental or lease term, the Lot Owner shall remain primarily responsible for the condition of the property, for all assessments and all other obligations under these CC&R's. In addition, the Lot Owner shall be responsible for any damages caused by the Lot Owner's Tenants, invitees or other guests to any Common Areas or other common facilities owner or maintained by the Association.

If the Lot Owner or Tenant fails to provide a copy of the written lease or rental agreement, then the Lot Owner shall be responsible to pay to the Association an administrative fee of Two Hundred Fifty and No/100ths Dollars (\$250.00) per month. If the Lot Owner or the Tenant fail to maintain the landscaping or the exterior appearance of the property, then the Declarant or the Association, after thirty (30) days notice to the Lot Owner (with a copy to the Tenant, if known), shall have the right to perform that maintenance as a corrective action and the Lot Owner shall be responsible for all of the costs thereof, plus an additional administrative fee of twenty-five percent (25%) of the costs to the Association of providing such maintenance, and plus a further and additional management fee of One Hundred and No/100ths Dollars (\$100.00) per month. Each of the above shall be and constitute a Limited Assessment as provided in these CC&R's.

OTHER ITEMS OF IMPORTANCE

If it becomes necessary to rent your home, please make sure your tenants have a copy of this handbook and the CC&R's. Notify our Association Manager of the names and phone numbers of your tenants. Many times, landscape maintenance suffers at rented homes. Be sure to make arrangements for landscape maintenance in keeping with neighborhood standards. If you need assistance, contact our Association Manager for the names of landscape maintenance contractors who can help. To stay in touch with your neighborhood association, please notify our management company of your new address and phone number. Remember, although you have renters living in your home, you (the homeowner) are responsible for following the CC&R's.

NEIGHBORHOOD COMPLAINTS

Complaints about neighbors and the common areas will be handled and addressed on an individual basis by our Association Manager. Please call Mike Farlow, Valley Property Management at (208) 888-4947 regarding any problems or concerns you might have about Sienna Hills. All calls will be kept confidential.

NEIGHBORHOOD SAFETY



The speed limit in all sections of our neighborhood is 20 mph. Violators should be reported promptly to the police, noting the vehicle identification and license number.

Avoid parking on the street to increase visibility for drivers and safety for children, joggers, cyclists and other pedestrians.

Avoid parking on sidewalks at any time, even partially. Vehicles parked on sidewalks represent a safety hazard for children and an inconvenience for walkers.

Streets should be used only by vehicles and bicycles. Avoid using neighborhood streets for any type of play including basketball, street hockey and other sports.

COVENANT ENFORCEMENT

All members of our neighborhood have acknowledged and, by acceptance of a deed to their homes, have agreed to abide by the CC&R's. However, when a violation occurs, they will be handled in accordance with the enforcement rules in Article 9.8 of the CC&R's. If you have any questions, please contact our Valley Property Management.

OTHER TIPS AND INFORMATION

CLUBHOUSE

We have a lovely clubhouse available for our homeowners who are in good standing (dues paid on time, no violations of the CC&R's, etc.) to use FREE OF CHARGE. You can have meetings, parties, family get-togethers, etc. There is a refrigerator and sink in the kitchen area so you can keep the food and drinks that you bring cold. There is a dining area, as well as, a wonderful area for conversation on the comfortable couches. Why not hold your next social in the clubhouse? Attached is a clubhouse use form. All you have to do is fill it out and send it in with the REFUNDABLE \$250 deposit and the clubhouse can be yours to use for that special occasion!



POOL



Another wonderful amenity is our pool. The pool hours are from 8:00am -10:00pm Memorial Day through Labor Day. Please read the attached pool rules. Please DO NOT open the gate to anyone, even other homeowners, who do not have their key or whose key does not work. Any homeowner who is not in good standing (unpaid assessments, CC&R violations, etc.) WILL NOT be able to use the pool or clubhouse. Therefore, their key will be deactivated. Also, people from other neighborhoods have tried to use our pool. We need your help in maintaining the integrity of our pool area. PLEASE DO NOT OPEN THE GATE TO ANYONE! Please call Mike Farlow of Valley Property Management if you have any problems with your pool key.

WHOM TO CONTACT

Our management company provides business office functions and services to our neighborhood association. The Board of Directors is ready and willing to address neighborhood concerns, but our first line of communication should be through Homeowners' Associations Property Management Company (HOAPMC). Your call, e-mail or letter will be logged and promptly responded to by the Association Manager – Mike Farlow. You may call or e-mail any time regarding any neighborhood issues. The following is Mike Fallows contact information:

Mike Farlow
Valley Property Management
849 E Fairview Ave.
PO Box 1090
Meridian, Idaho 83680
(208) 888-4947
Email: mike@vpmco.com



ATTACHMENTS

Sienna Hills

COMMUNITY CENTER AND POOL



The community center and pool is intended for use by the Sienna Hills homeowners and their guests. Please join in keeping these neighborhood amenities clean and safe by following the rules and guidelines in this Handbook.

Users of the community center and pool assume personal responsibility for any injury or accidents that may occur there. The SHHOA is not liable or responsible for any such injury. Users assume all risk in utilizing the community center, pool and children's play area including the equipment and facilities located in them.

COMMUNITY CENTER



The Sienna Hills community is privileged to have the community center to utilize year round. Please adhere to the following rules regarding this facility.

- The gathering room is available for private parties and other events year around by reservation only for up to 6 hours per event. No private party reservations are permitted on holidays. The pool and pool area is not available to reserve for private parties.

- A Community Center Rental and Use Agreement must be submitted and approved along with a cleaning and damage deposit of \$250.00 to the Sienna Hills Homeowners Association. A copy of this form is included within this Handbook and is available at the Valley Property Management office. Host/hostess of the gathering MUST be a Sienna Hills resident and MUST be present on the premises at all times during the event. The host/hostess is responsible for leaving the community center in as good or better condition that they found it.
- Youth under the age of 13 may use the community center only if they are accompanied by an Association member who is at least 18 years of age, and must be present on the premises at all times during the event.

POOL

The Sienna Hills pool is a valuable amenity to our neighborhood. To ensure the pool is safe and enjoyable for all Sienna Hills residents, the SHHOA has adopted the following rules. All resident and guests using the pool facilities must abide by these rules.



Please be aware that no lifeguard or pool attendant is on duty. You swim at your own risk. The Sienna Hills Homeowners Association and residents of Sienna Hills are not responsible for any injury that might occur through the use of the pool facilities. All users of the pool facilities assume personal responsibility for any injury or accident that may occur. Please call 911, and notify Valley Property Management at (208) 888-4947 immediately in the event of an emergency.

The pool is open from Memorial Day to Labor Day. Pool hours are 9:00 a.m. to 10:00 p.m. The pool, deck and patio areas should be vacated by 9:30 p.m. each day. After hours use is subject to a \$50.00 fine. The periods from 9:00 a.m. to 10:00 a.m. and from 8:00 p.m. to 10:00 p.m. are considered "quiet time" when all pool users should keep noise to a minimum. In addition, the association will have the authority to suspend use of the facility to any owner who is delinquent on his or her dues to the association or in violation of any of the community CCR'S.

Be sure pool gates are closed and locked after entering and leaving.

POOL RULES

- Please shower before entering pool
- Persons with open sores or any infectious diseases are not permitted in the pool.
- Chewing gum is not allowed in the pool or pool area.
- Food and drink are not allowed in the pool or pool area except bottled water.
- Glassware of any kind is not permitted in the pool or pool areas.
- Spitting, spouting water, and nose blowing in water are not permitted.
- Children who are not potty trained must wear properly fitting swim diapers and swim suits. Diapers are not allowed in the pool. Diapers should not be disposed in the pool trash containers – please take them home.
- Should the pool become contaminated (vomit, human waste), the pool shall be closed and cleaned. Please notify VPA immediately if such an event occurs.
- No pets are allowed in the pool area.
- No tobacco use of any kind is allowed in the pool area.

POOL SAFETY

- No running or pushing in the pool area.
- No diving!
- Skateboards, scooters, bicycles or other vehicles are not allowed in the pool area.
- Small, personal floatation equipment is allowed. Kayaks, inner tubes and other large flotation devices are not allowed.
- No throwing of any toys near pool patrons on pool deck areas.
- Jumping onto flats from side of the pool prohibited.
- Pool furniture is not allowed in the pool for any reason. Jumping off of furniture into the pool is not allowed.
- Concrete pool deck and bathroom floors may get slippery, walk slowly and exercise caution.
- No lifeguard is on duty.

AGE & GUESTS

- Residents age 13 and over may use pool facilities without adult supervision. Children under age 13 may use the pool only when accompanied by an adult (age 18 or older). Never leave a child unobserved around water. Maintain constant supervision.
- Guests are welcome only when accompanied by a resident over the age of 16. Guest limit is two per member with a limit of 6 guests per household at any one at any one time; member must be present at all times. Members are responsible for damage to and cleaning after guests.

RESPONSIBLE & CONSIDERATE USE

- Be considerate to other residents. Neighbors adjacent to the pool thank you for quiet pool atmosphere. Profanity and other boisterous activities are not allowed. Audio/visual devices must be for personal use only. The Association has a "zero tolerance" policy for any foul or abusive language
- Seating is provided on a first come, first serve basis.
- Remove all items brought to pool, including food containers, trash, towels and pool toys. Clean up any spills with hose located next to the community center. Please care for furniture.
- Any resident has the authority to expel irresponsible pool users. Irresponsible behavior will result in loss of use privileges.

Sienna Hills

NEIGHBORHOOD ASSOCIATION

*POOL ANNOUNCEMENT *



Our **Sienna Hills community pool is open during the swimming season from May to September**. Pool opening and pool closure will be announced in either the community newsletter or posting at the clubhouse door.

Each member of your household and invited guests are required to observe the following rules so as not to be denied future use/access.

1. **Hours** – Community pool hours are 9:00 am – 10:00 pm daily.
2. **Use Limited to Homeowners and Invited Guests** – With a limit of 6 guests per household at the pool at one time.
3. **Age Restrictions** – No member or guest under the age of thirteen (13) shall be allowed to use the pool unless accompanied by an adult member or other authorized adult guardian or member. Children under 13 must be accompanied by someone over 19 (an adult). They cannot be accompanied by a teenage sibling or sitter younger than 19. There is no lifeguard present.
4. **General Responsibilities for Care of Facilities** – All members using the facilities are responsible for assuming that the premises and equipment are left in a clean and undamaged condition (Sienna Hills is not responsible for lost items). Please be sure that all trash is properly disposed of before leaving the premises. Please bag diapers in a sanitary manner and remove them from the premises. Do not leave soiled diapers in the restroom or trash containers.
5. **No Roughhousing** – Absolutely no roughhousing will be permitted in the facilities. Running, ball playing, and diving are not permitted.
6. **Noise Restrictions** – In consideration of residents living near the pool, and other users, members and guests are required to be considerate of noise levels in the pool area at all times. This includes yelling (use of appropriate language) and the use of audio equipment. Only headphone type radios and tape/CD players are permitted in the pool, deck, and patio areas.
7. **Cell phone for Emergencies** – It is highly recommended that homeowners bring a cell phone for emergencies, as there is no phone access at the pool.
8. **Flotation Devices** – Small flotation devices (i.e., life rings and small soft plastic or rubber floats or tubes) are permitted. Larger devices are prohibited.

9. **No Glass Containers** – Absolutely no glass beverage containers allowed in the pool area.



10. **No Bikes** – Bicycles, skateboards, skates, and scooters are not allowed inside the pool area.
11. **Clubhouse Rental** – Please have respect and courtesy for other homeowners when the clubhouse is reserved and utilized for private events/gatherings/parties.
12. **Sienna Hills Pool Rules** – Please remember to abide by all the pool rules as outlined above and on the board in the pool area.

Compliance with the above is mandatory.
Please be advised that our pool and community center are under

24 HOUR VIDEO SURVEILLANCE.



Also, our card/pool access program records date and time of all activity.
Anyone that violates Association rules will be restricted from use.
Contact Valley Property Management with any questions or concerns about the pool
(208) 888-4947

HAVE FUN! BE SAFE!



CLUBHOUSE FACILITY USE AGREEMENT

1. Homeowners must be in good standing of the Sienna Hills Homeowners Association to reserve the clubhouse. (Dues Paid & Compliant with community rules). An owner may reserve the facilities only twice during any calendar year.
2. The Clubhouse, including all related facilities and property shall be returned to the Sienna Hills Homeowners Association, Inc. (the "Association") in the condition and position it was in prior to the time the renter takes possession of the Clubhouse
3. The homeowner is responsible for cleaning and leaving the interior of the Clubhouse and the grounds surrounding the Clubhouse in an orderly and clean condition, including without limitations, the restrooms, kitchen area and all furniture and fixtures. Failure to follow the cleaning requirements will result to a non-refund of your deposit and possible additional charges. No tape or thumbtacks may be used for decorating.
4. Clubhouse hours are from 8:00 a.m. to 10:00 p.m, 7 days a week. Clubhouse is obligated to be operated under all City codes and ordinances.
5. All trash and debris from the rental event must be removed from the Clubhouse and surrounding grounds.
6. The homeowner's obligation as described in paragraphs 1, 2 and 3 herein, shall be completed in full no later than 10 am of the day following the rental, unless otherwise specified by the Association at the time of rental.
7. The facility is available for private parties with a deposit of \$250.00 payable by a credit card which renter is to provide on the signed contract. The \$250 deposit shall be refunded upon a satisfactory walk through inspection with a member for the Sienna Hills Homeowners Association, Pool Committee.
8. Reservations will be taken on a first-come, first-serve basis. The reservation occurs upon receipt of the rental/deposit check. There will be no verbal "holds".
9. Only Sienna Hills Homeowners may reserve the facility and MUST BE present for the ENTIRE time of the rental. Private parties with minors under 21 years of age require an adult homeowner of the home renting the Clubhouse to be present during the entire event.
10. Homeowners who cancel their reservations less than 24 hours prior to the day of the event will forfeit their \$25.00 use fee.
11. Smoking is NOT allowed in the Clubhouse, pool area or premises.
12. Restrooms will be open and available to those in the Clubhouse and at the Pool. The clubhouse is privately reserved for your gathering, not the pool.
13. The homeowner, all guests and invitees agree to indemnify and hold harmless the Sienna Hills Homeowner's Association, Inc. its Board of Directors and its employees for any and all losses, claims, damages, lawsuits, etc., which occur or arise out of the use of the Clubhouse or pool facility. Renter is responsible to abide by all City ordinances.

14. The homeowner understands and agrees to abide by all local, state and federal laws and ordinances that pertain to residents, guests and invitees while using the Clubhouse. The renter understands that any violation shall be grounds for immediate termination of the right to use the Clubhouse. Any such termination shall not waive or change the renter's obligation hereunder.
15. No pets are allowed in the Clubhouse or on the Clubhouse grounds, including the pool area and playground.
16. The Association reserves the right to enter the Clubhouse and terminate any function should the conduct of any person using the Clubhouse endangers the health, safety or welfare of any person, or constitute a threat to the enjoyment of the residents of Sienna Hills Subdivision.
17. Should the pool be contaminated with fecal matter, State laws require that the pool be closed immediately for a minimum period of 24 hours to complete the water treatment and testing.

I _____ have read the above rules and regulations pertaining to the Sienna Hills Clubhouse and agree to abide by them. I understand that should I or a member of my family not abide by the above rules my privileges will be revoked.

Signature

Date

Address

Phone Number

Visa/Mastercard Number

Expiration Date

Event Date & Time

Valley Property Management (VPM) has acknowledged your reservation. Please note that it is your responsibility to contact the management company the day prior to your event to get your code number for entry. If the event is on a Sunday, then the please contact VPM on Friday.

Received by

Date



COMMUNITY CENTER CLEAN-UP CHECKLIST

We hope your party or gathering is a success! The following items needs to be addressed at the completion of your event in order to receive a full refund of your \$250.00 deposit. The list below must be completed right after the event is over, not the next day. If you notice a problem with the facility prior to your use please make a note of it on the bottom of this page. Please make sure you check off all the items completed and turn this list back in with the key.

- Wipe clean all counter tops
- Wipe clean tables and chairs and put back in place
- Sweep and mop floors
- Pack in pack out (All items including food, decorations, trash etc.)
- Do not put up decorations with nails, tacks, pins, screws etc.
- Clean bathrooms, empty trash and remove trash from premises
- Turn off all lights
- Check to make sure there is no damage to the centers facilities
- Make sure all windows and doors are locked when you leave
- The key must be returned the day after your event

Deposit Information: If you choose not to fully clean the facility \$125.00 of your deposit will be held back as a cleaning deposit and will be used to have the facility cleaned. The balance of your deposit will be refunded to you as long as there is no physical damage to the facility. If there is damage the \$125.00 remaining balance will be applied to fix any damage and you will be billed for any additional cost over what your deposit covers, if the damage is less than your balance the remainder of your balance will be refunded to you. If everything is clean and in good shape all of your deposit will be happily refunded to you. Our desire is to be able to have a facility that will be available to the owners in Sienna Hills without cost to them. So we appreciate everyone's help in keeping it clean and damage free.

Comments: _____

Thank You



ARCHITECTURAL COMMITTEE – APPLICATION FORM
THIS FORM MUST BE FILLED IN COMPLETELY!

Submit form to: Sienna Hills Development Corp.
Mail to: 4822 N. Rosepoint Way, Suite “C”, Boise, Idaho 83713

Email: phowell777@msn.com

DATE: _____
BUILDER’S NAME: _____
ADDRESS: _____ LOT: _____ BLOCK: _____ PHASE: _____
HOME PHONE: _____ WORK: _____ CELL #: _____
ESTIMATED START DATE: _____
ESTIMATED DATE OF COMPLETION: _____
APPLICATION FOR:

- ___ NEW CONSTRUCTION JOB (Full building plans required with submission)
- ___ LANDSCAPE PLAN (A full landscaping plan must be submitted with a new construction job and with any modifications or additions to existing landscaping. Must include picture of planned landscape placement)
- ___ REMODEL OR ALTERATION (Application should have concise language. Satellite dishes must include size/color of dish)
- ___ PAINT CHANGE (Must include color chip/color brand/color name)
- ___ FENCE INSTALLATION (must include picture/fence type/size/placement)
- ___ ROOFING (Must include manufacturer/color/material)
- ___ OTHER (Explain below in detail – Must include picture and/or plans)

BUILDER: _____ COMPANY: _____
ADDRESS: _____
PHONE: _____ CELL: _____ FAX: _____
DESCRIPTION OF REQUEST:

PLEASE ATTACH DIAGRAMS/COLOR SAMPLES/PICTURES ETC.
USE OTHER SIDE OF THIS PAGE IF MORE ROOM IS NEEDED.

DATE RECEIVED BY ARCHITECTURAL COMMITTEE: _____

- ___ APPROVED AS SUBMITTED
- ___ APPROVED WITH CONDITIONS – (See attached conditions)
- ___ NOT APPROVED – (See attached)

ARCHITECTURAL COMMITTEE MEMBER: _____ DATE: _____
ARCHITECTURAL COMMITTEE MEMBER: _____ DATE: _____
ARCHITECTURAL COMMITTEE MEMBER: _____ DATE: _____