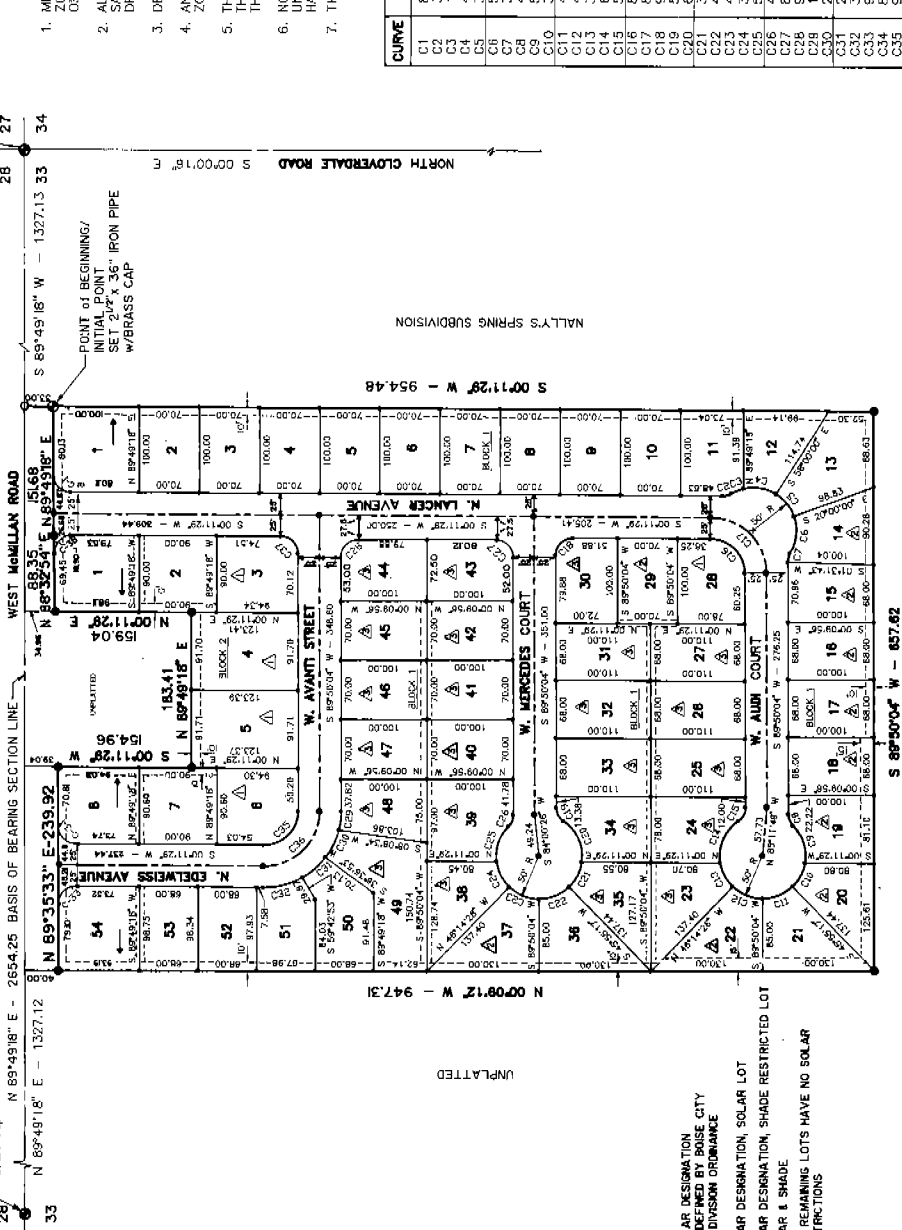


PLAT SHOWING  
**LADERA PARK SUBDIVISION**  
A PORTION OF THE NE 1/4 OF SECTION 33, T.4N., R.1E., B.M.  
ADA COUNTY, IDAHO  
1993

Scale in feet  
0 100 200 300  
UNPLATTED

N 1/4 COR.  
CPI# No. 764848  
Brass Cap

SEC. COR.  
CPI# No. 8209782  
44" Cop.  
Alum. Cap



NOTE: SOLAR DESIGNATION  
AS DEFINED BY BOISE CITY  
SUBDIVISION ORDINANCE  
▲ SOLAR DESIGNATION, SHADE RESTRICTED LOT  
▲ SOLAR & SHADE  
ALL REMAINING LOTS HAVE NO SOLAR  
RESTRICTIONS

**LEGEND**

- BRASS CAP
- FOUND 5/8" IRON BAR
- SET 5/8" IRON BAR W/PLASTIC CAP
- PUBLIC UTILITIES &  
DRAINAGE EASEMENT  
(OTHER MARKERS  
NOTED OTHERWISE)
- ← ARROW DESIGNATES BACK LOT LINE
- LOT LINE

**NOTES**

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED.
2. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY AND ADJACENT TO SAID R-O-W HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, DRAINAGE, IRRIGATION, AND BOISE CITY STREET LIGHT EASEMENT.
3. DEVELOPER SHALL COMPLY WITH IDAHO CODE SECTION 31-3805.
4. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
5. THE MAINTENANCE FOR ALL IRRIGATION AND DRAINAGE FACILITIES OUTSIDE THE PUBLIC R-O-W IS THE RESPONSIBILITY OF THE LOT OWNERS THROUGH WHICH THESE FACILITIES PASS.
6. NO BUILDING PERMITS SHALL BE ISSUED ON ANY LOT IN THIS SUBDIVISION UNTIL THE PROVISIONS OF RECORDED INSTRUMENT NO. 9355481 HAVE BEEN FULFILLED AS DETERMINED BY THE CITY OF BOISE.
7. THIS SUBDIVISION IS SUBJECT TO THE BOISE SUBDIVISION SOLAR ORDINANCE.

**CURVE DATA**

CURVE	DELTA	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	89°37'49"	20.00	31.29	19.87	S 45°00'22" W	28.19
C2	9°37'49"	20.00	31.29	19.87	S 45°00'22" W	28.19
C3	17°27'24"	50.00	15.23	5.88	S 69°19'21" W	38.57
C4	45°21'17"	50.00	39.58	20.89	S 69°19'21" W	38.57
C5	38°00'00"	50.00	33.16	17.22	S 51°00'00" W	32.56
C6	51°34'09"	50.00	45.00	24.15	N 84°12'56" W	43.50
C7	31°23'01"	20.00	10.95	5.62	N 76°40'10" W	10.82
C8	44°25'28"	20.00	15.51	8.17	S 86°59'04" W	15.12
C9	59°13'50"	50.00	48.20	26.16	S 22°29'36" W	46.35
C10	43°54'59"	50.00	39.25	16.16	N 61°39'36" W	39.75
C11	43°54'59"	50.00	39.25	16.16	N 61°39'36" W	39.75
C12	43°55'19"	50.00	39.33	20.18	N 21°41'54" E	37.38
C13	36°30'53"	50.00	31.87	16.49	N 62°01'00" E	31.33
C14	64°48'34"	50.00	56.56	31.74	S 67°19'16" E	53.59
C15	59°14'56"	20.00	19.29	10.47	S 62°32'28" E	18.55
C16	89°38'35"	40.00	62.58	39.75	N 45°00'48" E	56.39
C17	89°38'35"	85.00	101.70	64.60	N 45°00'47" E	91.64
C18	59°58'25"	20.00	31.54	20.12	N 44°58'13" W	28.37
C19	59°58'25"	50.00	101.44	56.52	S 66°23'38" W	106.54
C20	63°36'39"	50.00	55.53	31.04	S 66°23'38" W	39.25
C21	37°37'42"	50.00	32.84	17.04	N 62°53'35" W	32.25
C22	43°54'48"	50.00	38.32	20.16	N 22°07'20" W	37.40
C23	43°55'28"	50.00	38.33	20.16	N 21°47'48" E	37.40
C24	38°19'52"	50.00	33.45	17.38	N 62°55'28" E	32.83
C25	52°09'38"	50.00	45.52	24.47	S 71°49'48" E	43.96
C26	44°24'55"	20.00	15.50	8.18	S 67°57'28" E	15.12
C27	44°24'55"	50.00	48.20	26.16	N 45°00'45" W	28.20
C28	90°21'25"	20.00	31.59	19.86	N 45°00'45" W	28.20
C29	14°15'42"	90.00	22.40	11.26	N 83°02'03" W	22.37
C30	22°57'40"	90.00	36.07	18.28	N 64°25'23" W	35.83
C31	22°53'12"	90.00	35.95	18.22	N 41°29'57" W	35.71
C32	30°14'50"	90.00	47.51	24.32	N 14°55'56" W	46.96
C33	80°22'11"	20.00	31.54	20.13	N 44°58'36" W	28.38
C34	89°37'49"	20.00	31.29	19.87	S 45°00'24" W	28.19
C35	89°37'49"	20.00	31.29	19.87	S 45°00'24" W	28.19
C36	89°37'49"	20.00	31.29	19.87	S 45°00'24" W	28.19
C37	89°38'35"	20.00	31.29	19.88	N 45°00'46" E	28.21
C38	91°38'35"	20.00	31.99	20.58	N 45°37'49" W	28.69

63 6355

CERTIFICATE OF OWNERS

LADERA PARK SUBDIVISION

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS: That Pioneer Investment, Inc. and Emerald Enterprises, Inc., corporations existing under the laws of the State of Idaho, and duly qualified to do business within said State, do hereby certify that they are the owners of the real property hereinafter described, to-wit: A certain parcel of land, more particularly described as follows: Commencing at the Section corner common to Sections 27, 28, 33, and 34, said corner being at the intersection of Madison Road and Cloverdale Road; thence S 89°49'18" W along Madison Road, 1327.13 feet to a point, thence S 00°11'29" W, 33.00 feet to a point on the south right-of-way line of Madison Road, said point being the REAL POINT OF BEGINNING; thence S 89°49'18" W, 954.48 feet to a point on the south right-of-way line of Madison Road; thence S 00°08'12" W, 947.31 feet to a point on the south right-of-way line of Madison Road; thence S 89°49'18" W, 857.82 feet to a point on the south right-of-way line of Madison Road; thence S 00°11'29" W, 154.96 feet to a point on the south right-of-way line of Madison Road; thence S 89°49'18" W, 183.41 feet to a point on the south right-of-way line of Madison Road; thence S 00°11'29" W, 153.04 feet to a point on the south right-of-way line of Madison Road; thence S 89°49'18" W, 88.35 feet along said right of way to a point; thence N 89°49'18" E, 151.68 feet to the REAL POINT OF BEGINNING. Said parcel contains 13.75 acres, more or less.

The public streets shown on this plat of LADERA PARK SUBDIVISION are hereby dedicated to the Public and the easements indicated on said plat are not dedicated to the Public but the right to use said easements is hereby reserved for public utilities and for any other use designated herein, and no permanent structures are to be erected within the line of said easements. All of the lots in this plat receive water service from Boise Water Corporation and Boise Water Corporation has agreed in writing to serve all of the lots herein.

See Instrument No. \_\_\_\_\_ at \_\_\_\_\_ M, 19 \_\_\_\_ In the office of the Ada County Recorder, Boise, Idaho.

Larry Laraway  
President - Emerald Enterprises  
Shirley B. Kirby  
Secretary - Pioneer Investment, Inc.

ACKNOWLEDGEMENT

On this 30 day of FEBS, 19 93 A.D., before me the undersigned, a Notary Public in and for said State, personally appeared, Walter P. Kirby, known to me to be the President of Pioneer Investment, Inc., Shirley B. Kirby, known to me to be the Secretary of Pioneer Investment, Inc., and Larry Laraway, known to me to be the President of Emerald Enterprises, Inc., and Bonnie Laraway, known to me to be the Secretary of Emerald Enterprises, and acknowledged to me that said corporations executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.  
Karl...  
Notary Public for Idaho



I, James M. Reese, do hereby certify that I am a professional surveyor, licensed by the State of Idaho, and that this plat of LADERA PARK SUBDIVISION as described in the Certificate of Owners and the attached plat was drawn from an actual survey made on the ground under my direct supervision and personally represents the points thereon, and is in conformity with State of Idaho Code relating to plats and surveys.  
James M. Reese 1/5/93  
James M. Reese License No. 753  
Central District Health Department  
Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or their agent.  
James M. Reese 6/10/93  
Central District Health Department

ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S CERTIFICATE  
The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 23 day of JULY, 1993.



APPROVAL OF CITY ENGINEER

I, David L. Edwards, Acting City Engineer in and for the City of Boise, Ada County, Idaho, hereby approve this plat of LADERA PARK SUBDIVISION.  
David L. Edwards  
Acting City Engineer Boise, Idaho  
8/19/93 8/19/93

APPROVAL OF CITY COUNCIL

I, Bonnie P. Moore, City Clerk, in and for the City of Boise, Ada County, Idaho, do hereby certify that a regular meeting of the City Council held on the 23 day of JULY, 1993, at which time the plat of LADERA PARK SUBDIVISION was duly accepted and approved.  
Bonnie P. Moore 8/19/93

CERTIFICATE OF COUNTY TREASURER

I, Barbara Carter, County Treasurer, in and for the County of Ada, State of Idaho, per the requirements of I.C. 30-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certification is valid for the next thirty (30) days only.  
Barbara Carter  
By Karl...  
Date Oct 8 1993

CERTIFICATE OF COUNTY SURVEYOR

I, John Plummer, Registered Land Surveyor and Engineer for Ada County, Idaho, certify that I have checked this plat of LADERA PARK SUBDIVISION and find that it complies with the State of Idaho Code relating to plats and surveys.  
John Plummer  
Ada County Surveyor



COUNTY RECORDERS CERTIFICATE

INSTRUMENT No. 9384239 as COUNTY OF ADA }  
I hereby certify that this plat of LADERA PARK SUBDIVISION was filed at the request of Bon Scott at 10 minutes past 8 o'clock this 28 day of DECEMBER, 1993 A.D., in my office and was duly recorded in Book 103 of Plats at Pages 16362 and 16363.  
David Nauduro  
County Recorder

10  
63 | 6384-85

9385225  
1617000633

ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID  
FIRST AMERICAN TITLE CO.

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

'93 OCT 14 AM 11 13

THIS DECLARATION, made on the date hereinafter set forth by  
LADERA PARTNERSHIP, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Boise City, County of Ada, State of Idaho, which is more particularly described as:

Lot 1, Block 1, Lots 1 through 54 inclusive, Block 2;  
Lots 1 through 8 inclusive LADERA PARK SUBDIVISION, Ada County, Idaho, according to official plat thereof on file and of record in office of Recorder of said county.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to LADERA

NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "PROPERTY" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "LOT" shall mean and refer to any plot of land designated as a lot upon any recorded subdivision map of the Properties.

Section 5. "DECLARANT" shall mean and refer to LADERA PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any lot located

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, Page 2

within said property shall, by virtue of such ownership, be a member of the Association. 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. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

The financial reports, books, and records of the Association may be examined, at a reasonable time, by any member of record.

Section 2. 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 sale shall be exercised by the contract vendee unless the contract expressly provided otherwise and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

Section 3. Officers and Directors. At an annual meeting called pursuant to notice as herein provided, a Board of Directors of the Association shall be elected by ballot of those attending said meeting or voting by proxy. An annual meeting shall be called for election of a Board of Directors even if not required for approval of annual or special assessments.

There shall be three directors elected to serve for a period of one year.

Section 4. Association Duties. The Association is

authorized, but not limited to, performance of the following:  
Prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other common expenses for the Association's next fiscal year, including irrigation water costs, 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.

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 including irrigation water charges and related expenses for any common facility including the irrigation pump. The Association shall be responsible for the maintenance of the common areas.

ARTICLE III

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an initial assessment of \$50.00 for each lot payable at closing, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Subsequent owners shall not have the personal obligation for delinquent assessments.

Section 2. Purpose of Assessments. The 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 common facilities, for irrigation water costs and taxes paid to the Settler's Irrigation District by the Association, and for the

carrying out of any of the duties of the Association.

Section 3. Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the monthly assessment shall be ten dollars (\$10.00) per lot.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased above 5% by a vote of (2/3) of the lot owners who are voting in person or by proxy at a meeting duly called for this purpose.

(c) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

(d) From and after January of the year immediately following conveyance of the first lot to an Owner, the annual assessment shall include the pro rata share of irrigation water costs as determined by the Association.

(e) The Board of Directors shall fix the annual assessment in accordance with rules in this section.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association through its Board of Directors 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 owned by the Association, including any irrigation pump and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty percent (50%) of the votes of the lot owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. At subsequent meetings, fifty percent (50%) of all the votes of the membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, or annual basis at the discretion of the board.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of a lot to an owner. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year.

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 the 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.

Section 8. 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 15% per annum. The Association, or any owner, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. 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 lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure trustee's sale, or any proceeding in lieu thereof,

shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The purchasers or grantee of such sale or transfer shall have no personal obligation for assessments accruing prior to the date of such sale or transfer.

Section 10. Property Exempt from Assessments. 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 properties owned by the Association.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL

Section 1. Architectural Committee. A Committee of three persons shall act as an Architectural 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 fifteen (15) days to review said plans, drawings, and specifications. If said Committee shall approve the proposed building, or any 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 Section 2, paragraph (1) of this Article. Said Committee shall have sole discretion to determine what shall be substantial compliance with said covenants. No building shall occupy any portion of said subdivision without prior consent of said Committee.

The Committee shall consist of the following:

Larry Laraway	6933 Emerald St., Boise, ID 83704
Jo Ann White	6933 Emerald St., Boise, ID 83704
Jim Reese	707 N. 27th St., Boise, ID 83702

The Declarant may, at its discretion, remove or add Committee members prior to the sale of all lots in the property.

Notwithstanding any other provision to the contrary after the Declarant has sold all lots in the property, the Directors of the Association shall become the Architectural Committee.

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.

Section 2. Covenants, Restrictions and Conditions. The following covenants shall run with the land and be in force and effect until modified or terminated according to the provisions of Article V, Section 3, to-wit:

(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 which are similar in general design and quality, and generally in harmony with, the dwellings then located on said property.

Variances in building setback requirements shown on plat may be given by the Architectural Committee upon proper showings and so long as the Boise City Ordinances on setbacks are met.

The floor area of all houses will be at least 1350 square feet on main level.

No split level houses will be allowed.

Each house in this subdivision shall include some brick or stone on the front exposure. Roofs will be composition shingle, wood shingle, or tile and have at least 4 in 12 pitch. Bay windows, broken roof liens, gables, hip roofs, etc. are strongly encouraged. Exterior colors of earth tones or light blues or greys shall be encouraged. Bright or bold colors, or very dark colors, shall be discouraged.

All houses shall have an enclosed garage which will hold no less than two cars and no more than three.

All area requirements shall be exclusive of the required two-car garage area. 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 residence shall be in excess of two stories above ground.

Fences. No fence or wall of any kind shall be constructed on a lot unless the plans and specifications therefor, including the location, design, material, and color thereof, have been approved in writing by the ACC prior to construction or installation. All fences and/or walls constructed on a lot shall be in compliance with the applicable ordinance in the City of Boise, Idaho.

All fences and walls shall be subject to the following restrictions:

- (a) No fence or wall shall be permitted to be constructed on any portion of a berm constructed by the Grantor in Ladera Park Subdivision.
- (b) Fences and walls shall not extend closer to any street than twenty feet (20') nor project beyond the setback of the principal building on the lot. No fence higher than six feet (6') shall be allowed without the prior approval of the City of Boise (if required) and the ACC.
- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials, and color within a reasonable time after said damage

occurs.

(d) No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded subdivision plat of the Property.

(e) No fence, wall, hedge, high planting, obstruction, or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring lots and streets and shall not be allowed if the same constitute an undesirable, noxious, or nuisance effect upon neighboring lots.

The owners of corner lots shall landscape and maintain the area between the fence and sidewalk.

(2) No building shall be located on any lot nearer than twenty (20) feet from the front line and fifteen (15) feet from the rear line nor nearer than five (5) feet per story to any side line.

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

(4) Landscaping of front yard is to be completed within thirty (30) days of substantial completion of home or within thirty (30) days of occupancy, whichever is earlier, to include sod in the front yard, one flowering tree of at least 1.5" caliper or conifer tree of at least six (6) feet in height, three (3) five gallon plants, and five (5) one gallon shrubs. Berms

and sculptured planting areas are encouraged. 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. All grass and landscaping shall be maintained by the property owner in a sightly manner and shall be kept as weed free as possible.

(5) Each homeowner is required to have a photo-sensitive pole light, wired to breaker panel, installed in the front yard within ten (10) feet of the front property line, designed to switch on automatically at sunset and off at sunrise with a minimum bulk power of 40 watts.

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

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

(8) Keeping or raising of farm animals or poultry is prohibited. No animals shall be kept or raised for commercial purpose. Only domesticated dogs and cats may be kept on these premises and 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.

Dogs shall not be allowed to run at large. Not more than two (2) animals may be kept at one time, except that a litter of young may be kept until eight (8) weeks old.

(9) No business venture at all shall be conducted on the above property. No signs shall be installed to advertise any 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.

(10) Only one 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.

(11) 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 which have been provided to each lot.

(12) 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 rent by an owner or for sale to advertise the property during the 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. Notwithstanding any provision to the contrary, signs of any and all sizes and dimensions may be displayed by the Declarant, without limitation thereto, on lots owned by said Declarant. The Association may display a sign of any size and dimension conforming to Boise City Ordinances for subdivision identification.

(13) 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.

(14) No vehicles shall be parked on public ways adjacent to any lot for longer than three (3) consecutive nights. Parking of vehicles on the property shall be only in garages, carports, driveways, or areas approved by the Architectural Committee. The Architectural Committee shall be the sole and exclusive judges of approved parking areas. Parking of boats, trailers, motorcycles, truck, 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.

(15) No machinery, building equipment, or material shall be stored upon site until 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.

(16) 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 the street view.

(17) The Architectural Committee's decision is final and binding on all issues.

(18) Notwithstanding any provision to the contrary, all lots shall be subject to and all improvements shall be constructed in accordance with Boise City Ordinances.

Section 3. Damage to Improvements. It shall be the responsibility of the owner 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, which notice is addressed to a member of the Architectural Committee.

The Directors shall become the Architectural Committee as provided above, upon the conveyance by declarant of the last lot

in Ladera Park Subdivision.

## ARTICLE V

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and changes now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Additional Easements. In addition to the

easements shown on the recorded plat, an easement is further reserved five (5) feet on each side of all other lot lines for installation and maintenance of utilities, irrigation, and drainage.

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 of the flow of water through drainage channels in the easements. 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.

Section 5. This subdivision is within the Settler's Irrigation District and subject to any and all assessments of said District and any and all other water districts or authority within the subdivision. The Declarant has made provisions for delivery of irrigation water to the individual lots.

Section 6. Incorporation by Reference. Any and all provisions contained in the Articles of Incorporation and Bylaws of Ladera Neighborhood Association, Inc. as amended from time to time are incorporated herein and made a part hereof.

To the extent any provision of the Covenants, Conditions and Restrictions for Ladera Park Subdivision conflicts, modifies, or amends any provisions of the above-referenced Articles of Incorporation or Bylaws incorporated herein, the provisions of  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, Page 19

this Declaration shall control.

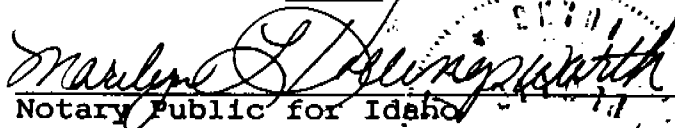
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13 day of October, 19 93.

DECLARANT

  
LADERA PARTNERSHIP

STATE OF IDAHO           )  
                                  ) ss.  
County of Ada            )

SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of October, 19 93.

  
Notary Public for Idaho  
Residing in Boise, ID  
My Commission expires 6/29/98

DECLARATION OF  
SOLAR COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LADERA Partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Boise, County of Ada, State of Idaho, which is more particularly described on Attachment A, incorporated herein by reference.

WHEREAS, Declarant proposes to subdivide the property described in Attachment A and create the LADERA Partnership pursuant to the Boise City Code and the Idaho Code.

WHEREAS, the Boise City Code requires that private restrictions be recorded with subdivision plats which provide the same level of solar access protection as required under the City's solar setback and new development solar access design ordinances.

NOW THEREFORE, in recognition of the economic and environmental benefits of solar energy use, Declarant desires to provide for the preservation of solar access in the subdivision and to that

and desires to impose, in the form of covenants, conditions and restrictions running with the land, a general scheme of solar access protection upon the ownership, use, and occupation of all lots therein which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### SOLAR ACCESS DEFINITIONS

A. Exempt Tree: Any preexisting vegetation as defined in Article II, Section B or any vegetation included on the list of solar friendly vegetation kept by the City of Boise's Public Works and Community Planning and Development Departments.

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

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



elevation from south to north.

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

E. Shade: That portion of the shadow cast by the shade point of a structure or vegetation which exceeds the 11.5 foot fence at the solar lot line at solar noon, January 21.

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

G. Shade Point Height: The vertical distance or height measured from the average elevation at the solar lot line to the shade point. If the shade point is located at the north end of a ridge line of a structure oriented within 45 degrees of a geodetic north-south line, the shade point height computed according to the preceding sentence may be reduced by 3 feet. If a structure has a

roof oriented within 45 degrees of a geodetic east-west line with a pitch which is flatter than 6 feet (vertical) in 12 feet (horizontal), the shade point will be the eave of the roof. If such a roof has a pitch which is 6 feet in 12 feet or steeper, the shade point will be the peak of the roof.

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

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

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

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

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

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

## ARTICLE II

### SOLAR ACCESS COVENANTS,

### CONDITIONS AND RESTRICTIONS

A. Shade Restriction: Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restriction: Any structure or restricted vegetation (solar unfriendly) cannot cast a shadow higher than an imaginary fence 11.5 feet above the solar lot line on solar noon of January 21st when the sun is at an angle of 26 degrees above the horizon. This sun angle at noon on January 21st causes structures, vegetation, and other objects to cast a shadow twice as long as their height. The height of the shade point of a structure on the shade restricted lot is limited to 19 feet at the 15 foot rear yard zoning setback in order that the 11.5 foot high "solar fence" at the north property line of the Shade Restricted Lot is not exceeded. These standards assure that a structure built to the 15 foot rear yard zoning setback, on the Solar Lot located to the north, will not be shaded more than 4 feet above grade on its south

wall on January 21st at solar noon.

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

C. Sole Exemption: Any lot with an average finished grade slope along the north-south lot dimensions greater than ten (10) percent shall be exempt from the terms and conditions of these covenants, conditions and restriction.

D. Solar Setbacks: Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback: Solar Setback (in feet) = (Shade Point Height (in feet) - 11.5') x 2. Table 1 below shows a few examples of solar setbacks for given shade point heights:

TABLE 1

SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT

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

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

### ARTICLE III

#### SOLAR ACCESS RIGHTS, DUTIES, AND RESPONSIBILITIES

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

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

ARTICLE IV  
MISCELLANEOUS

A. Enforcement and Non-Waiver: Any lot owner, or homeowner association, whether or not directly affected, shall have the right to enforce, by any proceeding at law or in equity, any violation or threatened violation of a provision of this Declaration. The failure of any person to enforce any covenant or restriction herein contained shall not be deemed a waiver of the rights granted herein. Waiver of one breach does not constitute waiver of any other breach. There can be no waiver of the right to solar access created by this Declaration.

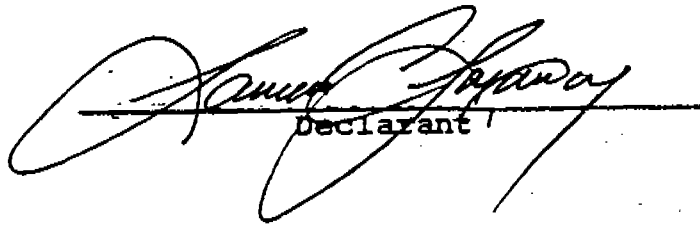
B. Severability: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.

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 provided the amendment does not reduce the amount

of solar access protection provided to the subdivision and the amendment is approved by the City of Boise City.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this 13 day of October, 1993.

  
Declarant