

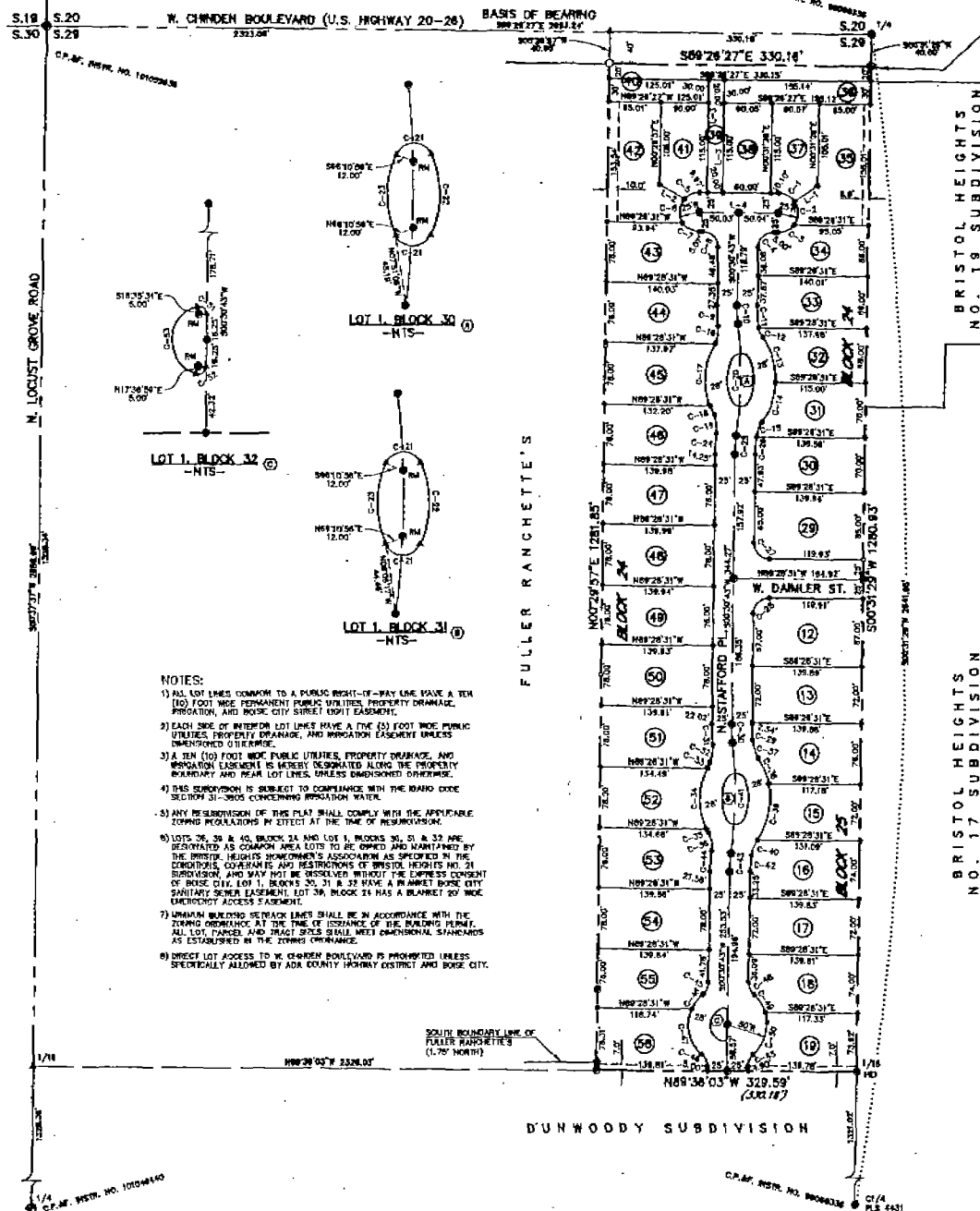
# BRISTOL HEIGHTS NO. 21 SUBDIVISION

LOCATED IN THE NE1/4 OF THE NW1/4, SECTION 29, T.4N., R.1E., B.M.,  
BOISE, ADA COUNTY, IDAHO

PLAT SHOWING

2003

Engineering North West, LLC  
BOISE, IDAHO



- ① LOT 1, BLOCK 30 SEE DETAIL THIS SHEET  
② LOT 1, BLOCK 31 SEE DETAIL THIS SHEET  
③ LOT 1, BLOCK 32 SEE DETAIL THIS SHEET

LINE TABLE			
LINE	BEARING	LENGTH	
L-1	S34°42'21"E	36.00'	
L-2	N01°00'00"E	36.00'	
L-3	S00°00'00"E	145.00'	
L-4	N01°00'00"E	100.00'	

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD BEG	CHORD END	DELTA
C-1	25.00'	23.27'	N45°44'47"E	22.44'	53°19'00"
C-2	25.00'	26.18'	N09°45'00"E	30.00'	73°44'50"
C-3	25.00'	23.10'	N44°05'00"E	22.29'	50°54'10"
C-4	20.00'	31.43'	S45°30'00"E	26.20'	90°00'00"
C-5	25.00'	21.23'	S44°13'34"E	20.60'	40°29'47"
C-6	25.00'	32.28'	S04°34'01"E	30.09'	73°59'00"
C-7	25.00'	23.00'	S40°40'05"E	23.99'	57°20'44"
C-8	20.00'	31.40'	N44°27'52"E	26.27'	89°57'10"
C-9	225.00'	26.26'	S01°50'00"E	26.54'	50°45'44"
C-10	200.00'	23.80'	S01°50'00"E	23.39'	50°45'44"
C-11	175.00'	26.43'	S04°08'43"E	26.42'	07°10'56"
C-12	26.67'	12.67'	S81°27'51"E	12.57'	23°18'13"
C-13	50.00'	60.21'	N17°10'28"E	39.15'	37°30'01"
C-14	90.00'	54.63'	N18°24'51"E	52.26'	23°28'57"
C-15	44.94'	80.80'	S23°03'12"E	20.60'	28°31'32"
C-16	30.00'	26.64'	N09°45'17"E	26.45'	03°56'51"
C-17	90.00'	54.78'	S04°42'41"E	78.21'	50°18'20"
C-18	90.00'	12.71'	S24°23'06"E	12.70'	07°55'03"
C-19	42.75'	24.40'	N09°04'24"E	24.07'	30°41'42"
C-20	600.00'	141.43'	N00°30'43"E	141.30'	13°31'28"
C-21	12.00'	27.70'	N00°00'00"E	21.96'	130°21'52"
C-22	64.00'	53.21'	S00°00'00"E	51.69'	47°38'08"
C-23	64.00'	53.21'	S00°00'00"E	51.69'	47°38'08"
C-24	725.00'	26.56'	S03°53'35"E	26.54'	06°43'44"
C-25	200.00'	23.40'	S03°53'35"E	23.39'	06°43'44"
C-26	175.00'	22.13'	S01°08'08"E	22.12'	07°14'44"
C-27	20.00'	31.11'	S44°28'54"E	26.26'	89°59'14"
C-28	20.00'	31.42'	S45°31'06"E	26.29'	90°00'00"
C-29	175.00'	20.43'	S00°30'00"E	20.42'	06°41'25"
C-30	200.00'	23.35'	S00°30'00"E	23.34'	06°41'25"
C-31	125.00'	26.27'	S00°30'00"E	26.26'	06°41'25"
C-32	36.44'	21.95'	N10°10'44"E	21.62'	38°42'57"
C-33	50.00'	7.22'	S27°42'06"E	7.22'	04°23'30"
C-34	50.00'	50.50'	S00°22'15"E	28.09'	30°03'30"
C-35	50.00'	5.30'	S26°48'31"E	5.30'	03°20'22"
C-36	40.47'	24.18'	N09°53'58"E	23.82'	34°16'12"
C-37	50.17'	23.36'	S13°30'57"E	23.15'	25°40'31"
C-38	50.00'	34.58'	N02°46'19"E	34.32'	81°30'03"
C-39	50.00'	78.43'	N11°27'58"E	73.33'	46°28'30"
C-40	45.80'	51.92'	S09°53'03"E	21.71'	27°21'31"
C-41	600.00'	140.12'	N00°30'43"E	139.80'	13°31'28"
C-42	175.00'	20.43'	S00°31'25"E	20.42'	06°41'25"
C-43	200.00'	23.35'	S00°31'25"E	23.34'	06°41'25"
C-44	225.00'	26.27'	S00°31'25"E	26.26'	06°41'25"
C-45	20.00'	17.45'	S25°30'33"E	16.90'	49°59'41"
C-46	30.00'	63.72'	S36°34'39"E	23.30'	27°10'57"
C-47	30.00'	63.54'	S17°04'46"E	59.25'	72°48'05"
C-48	20.00'	17.43'	S24°09'08"E	16.90'	49°59'41"
C-49	30.00'	62.65'	N35°36'13"E	27.31'	31°41'21"
C-50	30.00'	35.42'	N15°21'28"E	34.13'	44°17'51"
C-51	5.00'	9.20'	N01°00'00"E	8.04'	107°06'17"
C-52	5.00'	9.20'	N04°09'51"E	8.04'	107°06'17"
C-53	25.00'	53.90'	S00°30'43"E	42.05'	145°47'27"

0 50 100 200 300

SCALE: 1" = 100'

## LEGEND

- FOUND BRASS CAP
- SET 5/8" X 3/4" IRON PIN WITH PLASTIC CAP, PLS 7880
- SET 1/2" X 3/4" IRON PIN WITH PLASTIC CAP, PLS 7880
- FOUND 5/8" IRON PIN, NO CAP, SILENTLY SHOWN, NOTED
- FOUND 1/2" IRON PIN, NO CAP, UNLESS OTHERWISE NOTED
- FOUND 1/2" IRON PIN, SET 5/8" X 3/4" IRON PIN WITH PLASTIC CAP, PLS 7880
- CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- EASEMENT LINE
- CENTERLINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- ⑩ LOT NUMBER
- (JUN 18) DATE OF RECORD
- RM REFERENCE MEASUREMENT



**BRISTOL HEIGHTS NO. 21 SUBDIVISION****CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS: THAT J. RAMON YORGASON & MARILYN YORGASON, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN THE NE 1/4 OF THE NW 1/4 OF SECTION 29, T.4N., R.1E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30 OF SAID T.4N., R.1E., THENCE SOUTH 89°24'27" EAST, 2853.24 FEET ON THE SECTION LINE COMMON TO SAID SECTIONS 20 AND 29, TO THE 1/4 SECTION CORNER COMMON TO SAID SECTIONS 20 AND 29; THENCE SOUTH 00°31'21" WEST, 40.00 FEET ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 29 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF W. CHADRON BOULEVARD (HIGHWAY 20-26), SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°31'21" WEST, 1280.93 FEET ON SAID MID-SECTION LINE AND ON THE WESTERLY BOUNDARY LINE OF BRISTOL HEIGHTS NO. 19 SUBDIVISION, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 80 OF PLATS AT PAGE 8541, AND BRISTOL HEIGHTS NO. 17 SUBDIVISION, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 79 OF PLATS AT PAGE 8378 OF ADA COUNTY RECORDS, TO THE CENTER-NORTH 1/16TH SECTION CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF DUNWOODY SUBDIVISION, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 58 OF PLATS AT PAGE 5482 OF ADA COUNTY RECORDS; THENCE NORTH 89°34'03" WEST, 329.59 FEET (FORMERLY DESCRIBED AS 330.18 FEET) ON THE SOUTHERLY BOUNDARY LINE OF SAID NE 1/4 OF THE NW 1/4, AND THE NORTHERLY BOUNDARY LINE OF SAID DUNWOODY SUBDIVISION; THENCE NORTH 02°57'57" EAST, 1281.85 FEET, A PORTION OF THIS LINE BEING ON THE EASTERLY BOUNDARY LINE OF FULLER RANCHETTES SUBDIVISION, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 18 OF PLATS AT PAGE 1175 OF ADA COUNTY RECORDS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID W. CHADRON BOULEVARD; THENCE SOUTH 89°24'27" EAST, 330.16 FEET ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID LINE BEING PARALLEL TO AND 40.00 FEET SOUTHERLY OF THE SECTION LINE COMMON TO SECTIONS 20 AND 29, TO THE REAL POINT OF BEGINNING. CONTAINING 8.70 ACRES MORE OR LESS.

**CERTIFICATE OF SURVEYOR**

I, JAMES R. WASHBURN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



JAMES R. WASHBURN

IDAHO NO., 7880

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC., MAIN LINE LOCATED IN THE SUBJECT SUBDIVISION, AND UNITED WATER IDAHO, INC., HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

J. RAMON YORGASON

MARILYN YORGASON

**ACKNOWLEDGEMENT**

STATE OF IDAHO }  
COUNTY OF ADA } S.S.

ON THIS 27<sup>th</sup> DAY OF January, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED J. RAMON YORGASON & MARILYN YORGASON, HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED WITHIN AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



12/28/27  
MY COMMISSION EXPIRES



KIMBERLY BLAKE  
NOTARY PUBLIC FOR IDAHO  
RESIDING IN BOISE, IDAHO

**BRISTOL HEIGHTS NO. 21 SUBDIVISION****APPROVAL OF 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 HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



*W. H. R. GNS* 12/19/02  
CENTRAL DISTRICT HEALTH DEPARTMENT

**APPROVAL OF ADA COUNTY HIGHWAY DISTRICT**

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 25<sup>th</sup> DAY OF October, 2002.



*James H. Wiley*  
CHAIRMAN ACHO

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF ADA } S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Engineering N.W. AT 08 MINUTES PAST 11 O'CLOCK A.M., ON THIS 22<sup>nd</sup> DAY OF January, 2003, IN BOOK 65 OF PLATS AT PAGES 9568 THROUGH 9570. INSTRUMENT NO. 103011361

*K. G. G. G.*  
DEPUTY

*D. David Warner*  
EX-OFFICIO RECORDER

*Fee: \$16.00*

**APPROVAL OF CITY ENGINEER**

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

*Charles H. H.* 12/19/02  
CITY ENGINEER

**APPROVAL OF CITY COUNCIL**

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 2 DAY OF December, 2002, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



*Annelle P. H. H.* 12-13-02  
CITY CLERK, BOISE, IDAHO

**CERTIFICATE OF COUNTY SURVEYOR**

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



*John E. H. H.* 1/21/03  
COUNTY SURVEYOR PLLC 3080

**CERTIFICATE OF THE COUNTY TREASURER**

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

1/21/03  
DATE



*Lynda Fischer, by Alder Star*  
COUNTY TREASURER Deputy

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 02/05/03 11:19 AM  
DEPUTY Michelle Turner  
RECORDED - REQUEST OF  
Bristol Heights no 21  
AMOUNT 45.00

15



## BRISTOL HEIGHTS SUBDIVISION No. 21

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by J. RAMON YORGASON and MARILYN YORGASON, 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 as:

Lots 29 through 56, inclusive, Block 24, Lots 12 through 19, inclusive, Block 25, Lots 1 Block 30 Lot 1 Block 31 and Lot 1 Block 32, of Bristol Heights Subdivision No. 21, a portion of the NE 1/4 of the NW 1/4, Section 29, T. 4N., R. 1E., Boise Meridian, Boise, Ada County, Idaho.

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 BRISTOL HEIGHTS NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns. Section 1.1 Incorporation by Reference. Any and all provisions contained in the Articles of Incorporation and Bylaws of Bristol Heights 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 Bristol Heights Subdivision No. 21 conflicts, modifies, or amends any provisions of the above referenced Articles of Incorporation or Bylaws incorporated herein, the provisions of this instrument shall control.

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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" 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. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area, if there is any.

Section 6. "Declarant" shall mean and refer to J. RAMON YORGASON and MARILYN YORGASON, husband and wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for their purpose of development.

BRISTOL HEIGHTS SUBDIVISION No. 21, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Section 7.     **"Phase"** - Each parcel of land subdivided using the same name will be identified by a consecutive number beginning with No. 1 and will be known as a "Phase."

## **ARTICLE II**

### **GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS**

Section 1.     **"Approval of Plans"** - No building, fence, wall, structure, improvement, or obstruction shall be placed or permitted to remain upon any part of said Properties unless a written request for approval thereof containing the plans and specifications, including exterior color scheme, has been approved in writing by the Architectural Control Committee.

The decision to approve or disapprove proposed plans rests entirely with the Architectural Control Committee.

Section 2.     **"Floor Area"** - No floor area minimum requirement in Bristol Heights No. 21. In all cases there will be strong architectural control exercised to ensure the homes are compatible with existing homes in Bristol Heights. No split entry homes, or moving of pre-built homes into the Subdivision, will be allowed. No residence shall be in excess of two stories above ground. Two story homes on corner Lots must be transitional plans.

No portion of any building, such as eaves, steps, or open porches, shall be allowed to encroach upon another.

Section 3.     **"Garages and Off-Street Parking"** - All area requirements shall be exclusive of the garage area and garage shall be well-constructed of good quality material and workmanship. All houses shall have an enclosed garage which holds no less than two cars and no more than three.

All Lots shall be provided with a driveway and a minimum of two off-street automobile parking spaces within the boundaries of each Lot.

Section 4.     **"Value"** - No minimum dollar amount is required, however, strong architectural control will be used to ensure a positive streetscape appearance.

Section 5.     **"Exterior Appearance"** - Plans for each house in this Subdivision will be individually considered by the Architectural Control Committee for approval of exterior appearance, including style, roof, colors, and overall appearance. Decorative windows with rounded tops, bay windows, or pop-out box windows, if they are incorporated into the roof line, are encouraged. Box houses with small front windows will not be approved.

Each house shall have brick, stone, or stucco on the front exposure. As a minimum, brick, stone or stucco shall be used either on full-height columns on the sides of the garage or full wainscot on the front of the house including on both sides of the garage.

Section 6.     **"Roof"** - Broken roof lines, gables, hip roofs, etc. are strongly encouraged. Roofs must be of at least 6/12 pitch. Architectural relief shingles are required. No light colors of shingles will be allowed. Roofing materials, including colors, must be approved by the Architectural Control Committee before start of construction. No gravel roofs will be allowed.

Section 7.     **"Colors"** - Exterior colors of earth tones or light blues or grays shall be encouraged for the body of the house. Bright or bold colors or very dark body colors shall be discouraged. Dark roof colors are encouraged. Approval of exterior colors, including roof, must be obtained from the Architectural Control Committee.

Section 8.     **"Light Pole"** - Each home is required to have a **photo-sensitive pole light** installed in the front yard within ten (10) feet of the property line, designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 40 watts. Installation during construction is the specific responsibility of the Builder. Wiring must comply with the City's electrical code. (See City Ordinances)

Section 9.     **"Landscaping"** - Landscaping of front yard, and side yard adjacent to a street, must be completed within **thirty (30) days** of substantial completion of home or occupancy, whichever comes first. Landscaping is to include **sod in the front yard, and is to include both sides of the driveway.** Rock or gravel may not be used to provide parking adjacent to driveways.

There will be **three trees in the front yard**, either **ornamental trees** of at least 1.5" caliper or **pine trees** of at least six (6) feet in height, **five (5) five-gallon plants**, and **five (5) two-gallon shrubs**. **Berms and sculptured planting areas** are encouraged. Grass shall be planted in the back yard within six months of occupancy.

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 Control Committee.

Yards and landscaping must be kept well maintained.

**Section 10. "Fences" - Fences are not required. If a fence is desired, plans for it shall be approved by the Architectural Control Committee prior to construction.** Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as 6-foot dog-eared cedar. Chain link fences are not allowed.

Fences shall not be built closer to the front of the Lot than five (5) feet behind the front corner of the house on either side. Fences shall not extend closer than twenty (20) feet to the front street right of way. On corner Lots, fences shall not be built closer than twenty (20) feet to any side street right of way without the express approval of the Architectural Control Committee. Fences must comply with City ordinances.

**All solid fences visible from street view** must be the same design, with a 1" X 6" top rail, and built of the same materials and workmanship as the subdivision fence off Eagle Road and Chinden Boulevard, or fences must be constructed of wrought iron. Specifically, the solid fences visible from street view are: the fence from the side of the house to the side of the Lot, and the fence along the street for corner Lots.

On Lots which are adjacent to a Common Area, fences are allowed, but not required. If fences are desired along the rear Lot line which borders the Common Area, there are two fence options. (1) The fence shall be designed, constructed and painted and/or stained on both sides and maintained in like manner to the fences at the subdivision entrances off Chinden Boulevard and Eagle Road and are not to exceed forty-two inches (42") in height; (2) If a Home Owner desires a fence greater than 42" in height, said fence must be made of wrought iron and not exceed five feet (5') in height.

If the Declarant should provide any fencing, as may be done along some Common Areas, where required for safety, or for whatever reason, the Owner on whose Lot line the fence is built must assume responsibility to maintain said fencing.

The location of fences, hedges, high plantings, obstructions, or barriers shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring Properties and streets and shall not be allowed to constitute an undesirable, nuisance, or noxious use. The determination of the Architectural Control Committee shall be binding on all parties as to whether an undesirable, nuisance, or noxious use exists.

See "Dog Runs" (Section 11) as they pertain to fencing requirements.

See "Vehicle Storage" (Section 12) as it pertains to fencing and the amount of setback required if the vehicle height extends above the fence.

**Section 11. "Dog Runs" - Dog runs may be permitted along a side fence, but must be no closer than ten (10) feet away from the back Lot line if that Lot line is the boundary of a Common Area. Dog runs must be not more than 6' high, and they must be screened from neighbors' view.**

Dog runs must be approved by the Architectural Control Committee before construction is begun.

**Section 12. "Vehicle Storage" - Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of said Properties nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the Properties or on public ways adjacent thereto shall be prohibited except within garages, carports, or other approved areas. Garage driveways shall not be extended on either side for additional parking without first securing Architectural Control Committee approval. For the purpose of this Section, an approved area may be beside the house, but not on a street side, and consist of a six (6) foot solid board fenced enclosure. If the height of the stored item is greater than the height of the front fence, the item must be stored two feet farther from the front fence for each part of a foot the item extends above the fence, and the item must be stored two (2) feet away from any side yard fence for each part of a foot it extends above said fence, but in no case will the item be allowed to be stored if its**

height is greater than nine (9) feet or length greater than twenty-five (25) feet. The Architectural Control Committee shall be the sole and exclusive judges of approved parking areas.

**Section 13. "Animals"** - Keeping or raising of farm animals or poultry is prohibited. All dogs and cats or household pets kept on these premises shall be 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.** No more than two cats or two dogs, or one cat and one dog, may be kept at one time, except that a litter of young may be kept until eight (8) weeks old. See **"Dog Runs"** (Section 11).

**Section 14. "Antennae and Satellite Dishes"** - Installation of radio and/or television antennae or satellite dishes is prohibited outside of a building without written consent from the Architectural Control Committee which would require them to be screened from the street view.

**Section 15. "Setbacks"** - 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 to any side line. On corner Lots, no building shall be located nearer than twenty feet (20') from the side street line.

**Section 16. "ACHD Sight Obstruction"** - No fence, hedge, or shrub planting will be allowed which obstructs the 40 feet sight triangle at street intersections. Landscaping in this sight triangle area must be kept lower than three feet or above seven feet in height. Trees within that triangle must have the foliage line maintained at sufficient height to prevent obstruction of such site lines.

**Section 17. "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 the 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 18. "Construction Time"** - Construction of any residences in the Subdivision shall be diligently pursued after commencement thereof, to be completed within twelve (12) months.

**Section 19. No building shall be moved onto the premises.**

**Section 20. "Type of Residence"** - No shack, tent, trailer house, or basement only house, shall be used within the Subdivision for living quarters, permanent or temporary.

**Section 21. "Outbuildings"** - Only one outbuilding per Lot will be allowed. No outbuildings shall be larger than one hundred fifty (150) square feet. All outbuildings shall be constructed of quality building material, completely finished and painted on the outside, and shall be of the same siding, roofing, and colors as the house. All outbuildings must be approved by the Architectural Control Committee.

**Section 22. "Offensive Items"** - 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 in height.

**Section 23. "Conducting Business on Properties"** - No business shall be conducted on the above Properties that cannot be conducted within the residence of the Owner. Any business conducted within residences in this Subdivision must comply with City Ordinances and requires a conditional use permit. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted upon the Lots in this Subdivision.

**Section 24. "Irrigation Water for Lawn and Yard Sprinkling"** - The water source for sprinkling of lawns and other outside areas on Lots and for Common Areas will be pressurized irrigation water which will be provided to each Lot and each Common Area. This pressurized water will not be potable, drinkable, and will not meet safe drinking water standards established, from time to time, by the federal, state, and/or local governments. **Each Lot Owner shall be responsible to ensure that irrigation water is not consumed by any person or used for culinary purposes.**

The Association will be responsible for the operation and maintenance of the pressurized irrigation system, which includes the main line and pump station.

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**Section 25. "Sewer Locations"** - 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.

**Section 26. "Signs"** - No sign of any kind shall be displayed to public view on any building or building site on said Properties except a professional sign of not more than five (5) square feet advertising the property for sale by an Owner to advertise the property. If a property is sold, any sign relating thereto shall be removed immediately, except that a "Sold" sign may be posted for a reasonable period following the sale. Notwithstanding any provision to the contrary, signs of any and all sizes and dimension may be displayed by the Declarant, without limitation thereto, on Lots owned by said Declarant. The Declarant, or the Neighborhood Association, may display a sign of any size and dimension, without limitation thereto, for subdivision identification.

No real estate signs, or signs of any kind, except for subdivision identification, may be displayed on any Common Area except for the Developer's designated marketing agent for that Subdivision.

**Section 27. "Waste Disposal"** - 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.

**Section 28. "Construction Equipment"** - No machinery, building equipment, or material shall be stored upon site until the Builder is ready and able to immediately commence construction. Such building materials must be kept within the property line of such building site upon which the structure is to be erected.

**Section 29. "Damage to Improvements"** - It shall be the responsibility of the Builder of any residence in this Subdivision to leave street, curbs, sidewalks, fences, tiled irrigation lines, if any, and utility facilities free of damage and in good and sound condition at the conclusion of the construction period. 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 Control Committee.

**Section 30.** The "Architectural Control Committee's" decision is final and binding on all issues.

**Section 31. "Common Area"** - The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: Lot 1 Block 1, Lot 1 Block 2, and Lot 30 Block 2, of Bristol Heights Subdivision No. 1, Lot 8 Block 3 of Bristol Heights Subdivision No. 2, and Lot 1 Block 4, and Lots 1 and 8 Block 5 of Bristol Heights Subdivision No. 3, and Lot 1 Block 6, Lot 1 Block 7 and Lot 1 Block 8 of Bristol Heights Subdivision No. 4, and Lot 20 Block 7, and Lot 1 Block 10 of Bristol Heights Subdivision No. 5, and Lot 15 Block 3 of Bristol Heights Subdivision No. 6, and Lot 9 Block 8 of Bristol Heights No. 7, Lots 43, 64, and 66, Block 3 of Bristol Heights Subdivision No. 8, and Lots 18 and 31, Block 8, and Lot 1 Block 12 of Bristol Heights Subdivision No. 9, and Lot 47 Block 2 of Bristol Heights Subdivision No. 10, and Lot 15 Block 10, Lot 1 Block 12, and Lot 1 Block 14 of Bristol Heights Subdivision No. 12, and Lot 67 Block 3, and Lot 1 Block 16 And Lot 15 Block 16 of Bristol Heights Subdivision No. 13, and Lot 83 Block 3, Lot 1 Block 16, Lot 1 Block 17 and Lots 1 and 6 Block 18 of Bristol Heights Subdivision No. 14, and Lot 20 Block 14 and Lots 15 and 23 Block 21 of Bristol Heights Subdivision No. 15, and Lot 19 Block 17 and Lot 22 Block 18 and Lot 1 Block 22 and Lot 7 Block 23 of Bristol Heights Subdivision No. 16 and Lot 32 Block 23 and Lot 1 Block 27 of Bristol Heights Subdivision No. 17 and Lots 24 and 31, Block 21, and Lots 7, 13, 18 and 24, Block 27, Lot 1 Block 28 and Lot 1 Block 29 of Bristol Heights Subdivision No. 18, and Lot 19 Block 24 of Bristol Heights Subdivision No. 19, and 8 Block 22 and Lot 33 Block 23 of Bristol Heights Subdivision No. 20, and Lots 36, 39, and 40, Block 24 and Lot 1 Block 30, Lot 1 Block 31 and Lot 1 Block 32 of Bristol Heights Subdivision No. 21 of Boise City, Ada County, Idaho.

**Section 32. "Annexation"** - It is intended that additional Phases of Bristol Heights Subdivision may be annexed or included within the jurisdiction of this Declaration by Declarant without approval of the Lot Owners. Common Areas included in annexed Phases are for common use of Lot Owners in all Phases of the Subdivision and will be maintained by the Bristol Heights Neighborhood Association, Inc. Owners of Lots in all future Phases of the Subdivision will be members of the Neighborhood Association.

BRISTOL HEIGHTS SUBDIVISION NO. 21 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



Section 33. "City and County Ordinances" - Should these Covenants, Conditions and Restrictions be more restrictive than City and County ordinances, these Covenants shall control. In the event that the City or County ordinances should be more restrictive than these Covenants, the City or County ordinances shall control.

## ARTICLE III

### ARCHITECTURAL CONTROL

"Architectural Control Committee" - A committee of three persons shall act as an Architectural Control 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. Plans will be held by the Committee until 30 days after completion. If said Committee shall approve the proposed building, or any modification or alteration thereof, they shall so indicate with 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 these Covenants. Said Committee shall have sole discretion to determine what shall be substantial compliance with said Covenants and other conditions that may be required by the Architectural Control Committee. No building shall occupy any portion of said Subdivision without prior consent of said Committee.

The decision to approve or disapprove proposed plans rests entirely with the Architectural Control Committee.

The initial Committee shall consist of the following:

J. Ramon Yorgason	6200 N. Meeker Place	Boise, Idaho	83713
David R. Yorgason	6200 N. Meeker Place	Boise, Idaho	83713
Jackie Chambers	4720 Emerald	Boise, Idaho	83706

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.

Upon the sale of the last Lot of the last Phase in said Subdivision, the work of the initial Committee shall be deemed completed, and said Committee members shall then be automatically released from all responsibilities thereto.

Notwithstanding any other provision to the contrary in the Covenants, Conditions and Restrictions for this Subdivision, after the Declarant has sold all the Lots in the Properties, and not before, the then seated Directors of the Neighborhood Association may automatically become the Architectural Control Committee. Amending this instrument shall not affect this provision.

## ARTICLE IV

### SOLAR ACCESS

All Lots in this Subdivision are subject to the Boise City Solar Access Code requirements as represented by these special restrictions:

Section 1. "Solar Access Definitions."

A. Exempt Tree: Any pre-existing vegetation as defined in Section 2, Paragraph 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 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 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.

Section 2. "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

BRISTOL HEIGHTS SUBDIVISION NO. 21 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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 limit by such vegetation shall not be classified as a Solar Lot.

C. Slope Exemption: Any Lot with an average finished grade slope along the North-South Lot dimension greater than ten (10) percent shall be exempt from the terms and conditions of these covenants, conditions and restrictions.

D. Solar Setbacks: Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted Lots shall have the following solar setback: Solar Setback (in feet) = [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.

Section 3. **"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 Shade Restricted Lot shall not build, install, or otherwise allow a structure or non-solar friendly tree on that Lot to cast more shade at a solar Lot line than permitted under these Solar Access Covenants, Restrictions and Conditions.

## ARTICLE V

### GENERAL PROVISIONS

Section 1. **"Enforcement"** - Enforcement against any person or persons violating or attempting to violate any covenant herein after ten (10) days notice thereof in writing served on the offending party shall be had by any property Owners either at law or equity. In the event of judgement against any person for such, the Court may award injunction against any person for such violation, require such compliance as the Court deems necessary, award such damages, reasonable counsel fees, and Court costs as may be suffered or incurred, and such other or further relief as may be deemed just and equitable.

Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure 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"** - Invalidity of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. **"Amendment"** - This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be recorded.

Section 4. **"Time Extension for Covenants"** - The Covenants set forth in this instrument shall run with the land and shall be binding on all persons owning a Lot(s) under them for a period of thirty (30) years from the date of this recording thereof, after which time such Covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after the initial recording of this instrument an instrument signed by sixty-seven percent (67%) of the Lot Owners of this Subdivision has been recorded agreeing to terminate said Covenants, in whole or in part.

## NEIGHBORHOOD ASSOCIATION

## ARTICLE VI

### PROPERTY RIGHTS

Section 1. **"Owner's Easement of Enjoyment"** - Every Owner shall have the right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge assessments for the maintenance of the Common Area;

(b) the right of the Association to charge a setup fee to an Owner when title to a Lot passes from the Grantor to an Owner other than the Grantor;

(c) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its public rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless sixty-seven percent (67%) of the members vote in favor at a meeting for which proper written notice has been sent to every member not less than ten (10) days nor more than fifty (50) days prior to the meeting, and an instrument signed by the

Chairman and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer; provided that the public agency accepts such dedication or transfer.

Section 2. "Delegation of Use" - Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Properties.

Section 3. "Annexation of Additional Phases" - It is intended that additional Phases of Bristol Heights Subdivision may be annexed or included within the jurisdiction of this Declaration by Declarant without approval of the Lot Owners. Common Areas included in annexed Phases, as well as the Common Areas included in this Declaration, are for common use of Lot Owners in all Phases of the Subdivision and will be maintained by the Bristol Heights Neighborhood Association, Inc. Homeowners of all future Phases will pay dues and assessments to the Association which will be used for maintenance of all Common Areas and other Association expenses.

## ARTICLE VII

### MEMBERSHIP AND VOTING RIGHTS

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 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" - The Association will have two classes of voting memberships.  
Class A Membership: Class A members shall be the Owners of Lots, with the exception of the Declarants. Each member shall be entitled to cast one vote or fractional vote as set forth herein for each Lot in which he holds the interest required for membership. Only one vote shall be cast with respect to each Lot. The vote applicable to any Lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provided otherwise and the Association has been notified, in writing, of such provision. Voting by proxy or written or absentee ballot shall be permitted.

Class B Membership: Class B members shall be the Declarants. The Declarants shall be entitled to six (6) votes for each Lot of which Declarants are the record Owners.

The Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid for a period not exceeding sixty (60) days for each infraction of its published rules and regulations.

Section 3. "Officers and Directors" - At an annual meeting called pursuant to notice as herein provided for the establishment of annual assessments, a Board of Directors of the Association shall be elected by ballot of those attending said meeting or voting by proxy.

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

Section 4. "Common Area Matters" - The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless authorized by members entitled to cast sixty-seven percent (67%) of the votes at a special or general member's meeting and an instrument signed by the Chairman and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and a written notice of proposed action is sent to every member not less than ten (10) days nor more than fifty (50) days prior to such dedication or transfer; provided that the public agency accepts such dedication or transfer.

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## ARTICLE VIII

### 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 therefore, 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 Two Hundred Dollars (\$200.00) for each Lot payable at closing, and (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. However, the personal obligation for delinquent assessments shall pass to his successors in title.

**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 the Common Area.

**Section 3. "Annual Assessments"** - Annual assessments, or Neighborhood Association dues, shall be levied by the Association to maintain the Common Areas and cover other costs incurred by the Association for the benefit of the Owners. These costs will be pro rated amongst the Lots in the Subdivision.

For the year 2003, the maximum annual assessment shall be Three Hundred and Sixteen Dollars (\$316.00) per Lot for Class A Members of the Homeowners Association. Class B Members shall pay a maximum of twenty-five percent (25%) of the amount of the annual assessment for Class A members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a majority vote of a quorum of members who are voting in person, by proxy, or by written ballot at a meeting duly called of the Neighborhood Association, as specified in Article VIII, Section 5.

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

**Section 4. "Special Assessments for Capital Improvements"** - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes entitled to be cast by voting in person, by proxy, or a written ballot submitted at a meeting duly called for this purpose.

**Section 5. "Notice and Quorum for Neighborhood Association Meetings"** - Written notice of any meeting called for the purpose of conducting Neighborhood Association business 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, of proxies, or written or absentee ballots from members entitled to cast sixty percent (60%) of the total votes entitled to be cast shall constitute a quorum to set annual assessments and to transact routine Neighborhood Association business. If the required quorum is not present, the meeting may be rescheduled, and at the rescheduled meeting, the required quorum may be reduced to ten percent (10%) of the total votes entitled to be cast. No written notice of the rescheduled meeting shall be required. The quorum required for other items of business specifically listed in sections of

these Covenants, Conditions and Restrictions shall be as specified for those types of business. See Article VI, Section 4, and Article VIII, Sections 4 and 6.

**Section 6. "Quorum to Change Level of Maintenance of Common Areas and/or Amount of Dues" -**

1. The level of service to maintain Common Areas and the maximum annual assessment may be increased by a quorum, as authorized in Article VIII, Section 5.

2. To reduce the level of service to maintain Common Areas and to reduce the maximum annual assessment requires an affirmative vote of two-thirds (2/3) of all the votes entitled to be cast.

**Section 7. "Uniform Rate of Assessment" -** Both annual and special assessments must be fixed at a uniform rate for all Lots in each class of membership and may be collected on a monthly, quarterly, or annual basis at the discretion of the board.

**Section 8. "Date of Commencement of Annual Assessments: Due Dates" -** The annual assessments provided for herein shall commence at the time of the conveyance of each Lot to an Owner. The first annual assessment shall be adjusted according to the number of months 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 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 9. "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 18% 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 10. "Subordination of the Lien to Mortgages" -** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such 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.

**Section 11. "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 local Properties owned by the Association.

**Section 12. "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 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, and related expenses for any Common Area.

The Association will be responsible for the operation and maintenance of the pressurized irrigation system, which includes the main line and pump station.

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Section 13. **"Maintenance of Landscape Light"** - The landscape light located on Lot 8 Block 3 of Bristol Heights No. 2, which is a Common Area providing a walkway to a Common Area park, will be maintained by the Neighborhood Association.

In addition, the Association shall be responsible for the "Light" maintenance of the Stormwater Infiltration Pits, as specified in the MANUAL FOR LIGHT MAINTENANCE and reiterated in Article VIII.

## ARTICLE IX

### STORMWATER INFILTRATION PITS

**"Stormwater Infiltration Pits"** - Included within the property known as Bristol Heights Subdivision, located on Lot 8 Block 3 of Bristol Heights Subdivision No. 2 and in Lot 15 Block 3 of Bristol Heights Subdivision No. 6, are Stormwater Infiltration Pits, which shall be maintained as follows:

Section 1. **"Heavy Maintenance of Stormwater Infiltration Pits"** - "Heavy" maintenance consists of periodically inspecting the infiltration pits to ensure they are functioning properly; cleaning out the facility piping and cleaning out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. Ada County Highway District (ACHD) has opted to perform this "heavy" maintenance and shall be allowed by the Owners and the Association to perform this maintenance work. In the event ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so.

Section 2. **"Light Maintenance of Stormwater Infiltration Pits"** - The Association shall provide all "light" maintenance of the stormwater infiltration pits as specified in the MANUAL FOR LIGHT MAINTENANCE. This light maintenance shall include the following items:

The maintenance area of the infiltration pits shall include the entire Lot, Lot 8 Block 3, Bristol Heights No. 2, and the portion of Lot 15 Block 3 of Bristol Heights Subdivision No. 6, in which the pits are located.

For the various light maintenance items involved, periodic inspections are to be made of the pits in addition to any work required in each of the categories below. These inspections shall be done a minimum of once every month.

**WEED CONTROL.** In the Spring of each year, a herbicide shall be applied to the entire area of the infiltration pit Lot. The application shall be in accordance with the manufacturer's requirements. During the periodic inspections, any weeds found shall be removed at the root and disposed of offsite.

**TRASH CLEANUP.** During the periodic inspections, any trash found within the boundary of the infiltration pit Lot shall be collected and disposed of offsite.

**STORM DRAIN MANHOLES.** During the periodic inspections, the inside of the storm drain manholes shall be checked for any accumulated debris or trash. Any debris or trash shall be removed and disposed offsite.

Section 3. **"Association Failure to Maintain: ACHD Remedies"** - In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the infiltration pits, then ACHD shall, before undertaking maintenance of said Common Area, provide written notice of its intention to begin maintenance within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the infiltration pits to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance. ACHD 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 infiltration pits.

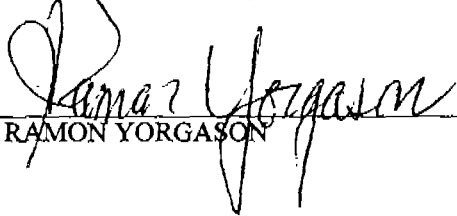


Should ACHD engage in maintenance of the defined Common Area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all Lots within the 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 in this Subdivision pursuant to the Declaration as if said had been performed by the Association, together with interest at the rate which accrues on judgements thereon and all costs of collection which may be paid or incurred by ACHD.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined Common Area and facilities contained therein without the prior written approval from ACHD.

The Association and all Lot Owners, by accepting title to a Lot, agree that all Lot Owners within this Subdivision are benefitted property Owners of such maintenance.

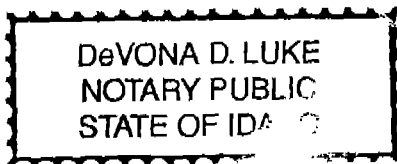
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this instrument on this 4th day of February, 2003.

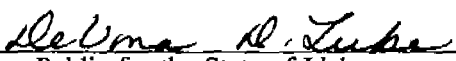
  
J. RAMON YORGASON

  
MARILYN YORGASON

STATE OF IDAHO }  
                              } : ss.  
County of Ada }

On this 4th day of February, 2003, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared J. RAMON YORGASON and MARILYN YORGASON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My Commission Expires 08/27/05