

93108373

Capital Development

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

ALDRIDGE SUBDIVISION

1652000608

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

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FEE 21.00 REC. K. Navar
RECORDED AT THE REQUEST OF

THIS DECLARATION, made on the date hereinafter set forth by J. RAMON YORGASON and MARILYN YORGASON, husband and wife, herinafter referred to as "Declarant."

WITNESSETH:

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

Lots 1 through 23, inclusive, Block 1, and Lots 1 through 19, inclusive, Block 2 of Aldridge Subdivision, located in a portion of U.S. Lot 3 in Section 3., Township 3 North., Range 1 East., Boise Meridian, 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. "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 2. "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 Owner.

Section 3. "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 4. "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.

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 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 properties.

Section 2. "Floor Area" - The floor area of a one-story house in this Subdivision shall not be less than 1250 square feet on the ground floor. However, where continuous roof lines cover entrance or porch areas, breezeways, or patios, 25% of the floor area of such covered areas may be included at the discretion of the Architectural Committee in determining the ground floor area of the home. 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. Any Lot with less than 65' frontage may contain 25 square feet less than the 1250 square foot minimum requirement.

Two-story and tri-level homes shall have not less than 1400 square feet, exclusive of covered porches, entrances, or patios. No split entry homes, nor moving of pre-built homes into the Subdivision, will be allowed. No residence shall be in excess of two stories above ground.

Section 3. "Garages" - All area requirements shall be exclusive of the required two-car garage area and 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.

Section 4. "Value" - The value of any residence shall exceed \$95,000.00 based on May 1993 values.

Section 5. "Exterior Appearance" - Each house in this Subdivision shall have brick, stone, or stucco on the front exposure. As a minimum, brick, stone or stucco shall be used on full-height columns on the sides of the garage or full wainscot on the front of the house.

Bay windows, broken roof lines, gables, hip roofs, etc., are strongly encouraged. Roofs must be of at least 4 in 12 pitch. No gravel roofs will be allowed.

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

Section 7. "Pole Light" - Each home is required to have a photo-sensitive pole light installed in the front yard within ten (10) feet of the property line, with a minimum bulb power of 40 watts, designed to switch on automatically at sunset and off at sunrise. Installation is the specific responsibility of the Builder.

Section 8. "Landscaping" - Landscaping of front yard must be completed within thirty (30)

days of substantial completion of home. Landscaping is to include sod in the front yard, one flowering tree of at least 1.5" caliper or pine tree 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. Rock or gravel may not be used as landscaping to provide parking adjacent to driveways. Grass shall be planted in the back yard within one year 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 Committee.

Section 9. "Fences" - Fences are not required. If a fence is desired, plans for it shall be approved by the Architectural 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 except along ditches.

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 Committee. No fence shall be higher than six (6) feet.

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 Committee shall be binding on all parties as to whether an undesirable, nuisance, or noxious use exists.

See "Vehicle Storage" (Section 10) as it pertains to fencing and the amount of setback required if the vehicle height extends above the fence.

Section 10. "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 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 Committee shall be the sole and exclusive judges of approved parking areas.

Section 11. "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 (2) animals may be kept at one time, except that a litter of young may be kept until eight (8) weeks old.

Section 12. "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 Committee which would require them to be screened from the street view.

Section 13. "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 per story to any side line.

Section 14. "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 15. "Construction Time" - Construction of any residences in the Subdivision shall be diligently pursued after commencement thereof, to be completed within twelve (12) months.

Section 16. "No building shall be moved onto the premises."

Section 17. "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 18. "Outbuildings" - Only one outbuilding per Lot will be allowed. All outbuildings shall be constructed of quality building material, completely finished and painted on the outside, and shall be of quality and character that will be in harmony with the other buildings on said properties. All outbuildings must be approved by the Architectural Committee.

Section 19. "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.

Section 20. "Conducting Business on Properties" - No business shall be conducted on the above properties that cannot be conducted within the residence of the Owner as permitted by law. 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 21. "Irrigation Water" - This Subdivision has been withdrawn from the ditch company which services this area. No provisions have been made to provide irrigation water to said Subdivision and the ditch companies will not assess costs to the Lot owners.

Section 22. "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 23. "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 or rent by an owner to advertise the property. If a property is sold or rented, 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 if there is one, may display a sign of any

size and dimension, without limitation thereto, for subdivision identification.

Section 24. "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 25. "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 26. "Damage to Improvements" - It shall be the responsibility of the Builder of any residence in this Subdivision to leave street, curbs, sidewalks, fences, utility facilities, and tiled irrigation lines, if any, 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 Committee.

Section 27. The "Architectural Committee's" decision is final and binding on all issues.

ARTICLE III

ARCHITECTURAL CONTROL

"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 these Covenants. 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 initial Committee shall consist of the following:

J. Ramon Yorgason	2304 N. Cole, Suite A, Boise, ID 83704	377-3939
Marilyn Yorgason	2304 N. Cole, Suite A, Boise, ID 83704	377-3939
DeVona D. Luke	2304 N. Cole, Suite A, Boise, ID 83704	377-3939

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.

If there is a Neighborhood Association, 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 shall automatically become the Architectural Committee. Amending this instrument shall not affect this provision.

In the event there is not a Neighborhood Association for the Subdivision, it is the responsibility of the Home Owners to select among themselves an Architectural Control Committee after the last lot of the last Phase of the said Subdivision is sold.

ARTICLE IV

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" - Invalidation 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.

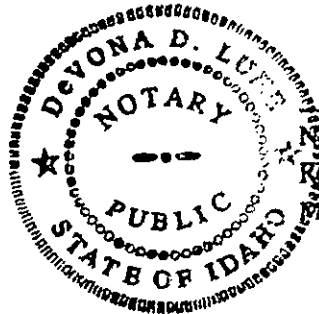
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this instrument on this 21st day of July, 1993.

J. Ramon Yorgason
J. RAMON YORGASON

Marilyn Yorgason
MARILYN YORGASON

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

On this 21st day of July, 1993, 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.



Devona D. Luke
Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires August 27, 1993