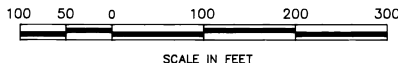


PLAT OF MADISON PARK NO.1 SUBDIVISION

A PORTION OF THE NE 1/4 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST,
BOISE MERIDIAN
ADA COUNTY, IDAHO
1995



29 28
32 33
C.P.#. NO. 820781

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	22° 08' 16"	250.00	86.58	95.99	12.23	37° 07' 51" W
2	9° 33' 46"	200.00	33.38	33.34	16.73	S 67° 08' 51" W
3	6° 01' 42"	275.00	28.93	28.92	14.48	S 86° 28' 46" E
4	41° 23' 45"	120.00	86.70	84.83	45.34	N 20° 11' 30" W
5	36° 20' 55"	200.00	126.88	124.76	65.86	N 17° 40' 05" W
6	28° 03' 17"	200.00	101.42	100.34	51.83	S 21° 18' 54" E
7	17° 08' 53"	475.00	142.30	141.77	71.68	N 61° 30' 05" W
8	6° 42' 13"	200.00	35.10	35.08	17.57	S 03° 38' 08" E
9	27° 33' 00"	225.00	108.19	107.15	55.16	S 76° 08' 28" W
10	90° 00' 00"	30.00	47.12	42.43	30.00	N 45° 05' 02" W
11	66° 25' 19"	20.00	23.19	21.91	13.08	N 33° 07' 37" E
12	12° 46' 12"	20.00	4.46	4.45	2.24	N 72° 43' 23" E
13	16° 44' 31"	250.00	73.05	72.79	36.79	S 70° 44' 13" W
14	17° 59' 14"	200.00	62.79	62.53	31.65	S 80° 55' 21" W
15	90° 00' 00"	30.00	47.12	42.43	30.00	S 44° 54' 58" W
16	66° 25' 19"	20.00	23.19	21.91	13.09	S 33° 17' 41" E
17	23° 34' 41"	20.00	8.23	8.17	4.17	S 78° 17' 41" E
18	6° 42' 13"	100.00	11.70	11.69	5.86	S 86° 33' 51" W
19	90° 00' 00"	20.00	31.42	28.28	20.00	N 45° 05' 02" W
20	90° 00' 00"	20.00	31.42	28.28	20.00	S 44° 54' 58" W
21	54° 08' 48"	20.00	18.90	18.28	10.22	S 62° 50' 34" E
22	9° 51' 04"	50.00	8.60	8.59	4.31	S 40° 41' 43" W
23	28° 58' 11"	50.00	23.51	23.29	11.97	S 59° 05' 20" W
24	90° 00' 00"	30.00	50.59	50.33	30.00	S 86° 17° 29" W
25	38° 30' 29"	50.00	33.60	32.98	17.46	N 28° 13' 09" W
26	37° 59' 17"	50.00	33.16	32.55	17.21	N 10° 01' 45" E
27	34° 22' 27"	50.00	30.00	29.55	15.47	N 28° 13' 09" W
28	18° 13' 46"	50.00	15.91	15.84	8.02	N 72° 30' 43" E
29	62° 26' 09"	50.00	54.49	51.83	30.30	S 67° 09' 19" E
30	54° 08' 48"	20.00	18.90	18.28	10.22	S 62° 50' 34" E
31	6° 42' 13"	325.00	38.03	38.00	19.03	S 03° 26' 09" E
32	6° 42' 13"	275.00	32.18	32.16	16.11	S 03° 26' 09" E
33	90° 00' 00"	20.00	31.42	28.28	20.00	S 44° 54' 58" W
34	6° 42' 13"	121.00	14.16	14.16	7.09	S 86° 33' 51" W
35	6° 42' 13"	79.00	9.24	9.24	4.63	S 86° 33' 51" W
36	90° 00' 00"	20.00	31.42	28.28	20.00	S 44° 54' 58" W
37	90° 00' 00"	20.00	31.42	28.28	20.00	S 44° 54' 58" W
38	8° 31' 42"	486.00	73.83	73.76	36.98	S 85° 18' 02" W
39	1° 30' 51"	496.00	13.11	13.11	6.55	N 80° 14' 46" W
40	90° 00' 00"	20.00	31.42	28.28	20.00	S 44° 54' 58" W
41	58° 34' 32"	50.00	51.12	48.92	28.04	S 78° 52' 09" W
42	19° 18' 17"	50.00	16.85	16.77	8.50	N 62° 11' 26" W
43	34° 23' 13"	50.00	30.01	29.56	15.47	N 10° 01' 45" W
44	48° 36' 51"	50.00	42.42	41.16	22.98	N 06° 09' 21" E
45	42° 55' 44"	50.00	37.46	36.59	19.66	S 51° 55' 38" E
46	17° 32' 59"	50.00	15.31	15.28	7.72	N 62° 08' 59" E
47	66° 47' 05"	50.00	58.28	55.04	32.96	S 55° 39' 58" E
48	57° 48' 34"	20.00	20.18	19.33	11.04	N 51° 10' 43" W
49	5° 45' 24"	454.00	45.61	45.60	22.63	N 62° 57' 42" W
50	4° 14' 38"	454.00	33.63	33.62	16.82	N 67° 57' 31" W
51	18° 19' 46"	175.00	55.98	55.75	28.23	S 15° 57' 08" E
52	10° 43' 31"	175.00	32.76	32.71	16.43	S 30° 28' 47" E
53	14° 13' 28"	225.00	25.39	25.39	12.72	S 10° 01' 20" E
54	14° 13' 28"	225.00	25.39	25.39	12.72	S 10° 01' 20" E
55	8° 21' 39"	225.00	32.83	32.80	16.45	S 31° 39' 42" E
56	42° 18' 59"	50.00	36.93	36.09	19.35	N 88° 04' 57" W
57	42° 18' 59"	50.00	36.93	36.09	19.35	N 88° 04' 57" W
58	45° 17' 06"	50.00	38.52	38.50	20.88	N 44° 18' 54" W
59	22° 39' 46"	20.00	52.11	48.70	26.59	N 48° 13' 08" E
60	22° 39' 46"	20.00	7.91	7.86	4.01	S 26° 44' 39" W
61	47° 12' 54"	20.00	16.48	16.02	8.74	S 08° 11' 41" E
62	17° 52' 21"	225.00	70.19	69.90	35.38	N 22° 51' 58" W
63	14° 26' 10"	225.00	56.69	56.44	28.50	N 06° 42' 42" W
64	36° 20' 55"	175.00	111.02	109.17	57.45	N 17° 40' 05" W
65	90° 00' 00"	20.00	31.42	28.28	20.00	N 45° 30' 23" E
66	90° 00' 00"	20.00	31.42	28.28	20.00	S 44° 29' 37" E
67	6° 01' 42"	250.00	26.30	26.29	13.16	S 86° 28' 46" E
68	6° 01' 42"	300.00	31.56	31.55	15.80	S 86° 28' 46" E
69	90° 00' 00"	20.00	31.42	28.28	20.00	N 45° 30' 23" E
70	8° 33' 55"	95.00	14.20	14.19	7.11	N 03° 46' 35" W
71	68° 20' 35"	20.00	23.86	22.47	13.58	N 42° 13' 50" W
72	47° 48' 44"	50.00	41.74	40.54	22.17	S 69° 19' 15" E
73	52° 24' 44"	50.00	45.74	44.16	24.61	S 02° 22' 01" E
74	58° 08' 07"	50.00	51.58	49.32	28.35	S 53° 23' 24" W
75	17° 15' 25"	50.00	15.06	15.00	7.59	N 88° 25' 50" W
76	34° 22' 57"	50.00	30.00	29.58	15.47	N 62° 36' 39" W
77	68° 23' 02"	50.00	57.93	54.74	32.71	N 12° 13' 40" W
78	39° 53' 11"	20.00	13.84	13.64	7.26	S 01° 15' 15" W
79	18° 43' 17"	145.00	48.17	48.17	24.82	N 09° 11' 29" W
80	40° 42' 30"	20.00	14.15	13.86	7.39	S 19° 45' 52" E
81	49° 27' 30"	20.00	17.26	16.73	9.21	S 64° 45' 52" E
82	90° 00' 00"	30.00	47.12	42.43	30.00	N 45° 30' 23" E
83	90° 00' 00"	30.00	47.12	42.43	30.00	N 44° 29' 37" W
84	49° 27' 30"	20.00	17.26	16.73	9.21	S 65° 46' 38" W
85	90° 00' 00"	20.00	31.42	28.28	20.00	N 45° 30' 23" E
86	90° 00' 00"	20.00	31.42	28.28	20.00	N 44° 29' 37" W
87	180° 00' 00"	6.00	18.85	12.00	---	S 00° 30' 23" W
88	180° 00' 00"	6.00	18.85	12.00	---	S 00° 30' 23" W
89	180° 00' 00"	6.00	18.85	12.00	---	S 89° 54' 58" W
90	180° 00' 00"	6.00	18.85	12.00	---	N 89° 54' 58" E

SOLAR DESIGNATIONS

- △ Solar designation- Solar Lot *
- △ Solar designation- Shade Restricted Lot *
- △ Solar designation- Solar Lot and Shade Restricted Lot *
- Front Lot Line (House Orientation)

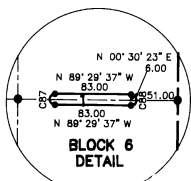
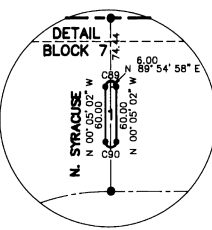
* As defined by the Boise City Subdivision Ordinance (Boise City Code)

LEGEND

- INITIAL POINT - Set Brass Cap in concrete per Idaho Code
- Found Brass Cap
- Found 5/8" Rebar w/Plstc. Cap
- Set 5/8"x30" Rebar w/Plstc. Cap
- Set 1/2"x 24" Rebar w/Plstc.Cap
- Set 1/2"x 24" Rebar w/Plstc.Cap as 2.00 feet Witness Corner
- Boundary Line
- Lot Line
- Right of Way Line
- Easement Line
- Section Lines

NOTES

- All lots are hereby designated as having a permanent easement for public utilities, storm drainage, irrigation, sewer and Boise City street lights over the ten (10) feet adjacent to any public street. This easement shall not preclude the construction of hard surfaced driveways and walkways to each lot.
- Unless otherwise designated or dimensioned there shall be a five (5) foot property drainage, utility construction and maintenance easement adjacent to all lot lines inside this subdivision which do not front a public street.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations at the time of the issuance of a building permit or as specifically approved under CU-38-94.
- Any subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the subdivision.
- Lots 1 of Blocks 2, 5, 6 and 7 and Lot 51, Block 1, are open space lots with blanket easements for pedestrian access, landscaping, utilities and Boise City Sewer facilities.
- Public Utility Companies are given the right to locate, construct & maintain mains and service lines in Lots 1 of Blocks 2, 5, 6 and 7, and Lot 51, Block 1, which are owned and maintained by the Madison Park Homeowner's Association.
- This subdivision is subject to compliance with the Idaho Code Section 31-3805.
- Development of this property shall comply with CU-38-94.
- This subdivision shall comply with the Solar Ordinance as defined in the Boise City Code (see legend).
- Direct vehicular access onto N. Eagle Road and W. McMillan Road from any lot in this subdivision is prohibited unless specifically approved by the Ada County Highway District and the City of Boise.
- Lot 1, Block 3 is an open space lot reserved for recreational facilities, pedestrian access, landscaping, utilities, irrigation Boise City sewer facilities and storm drainage facilities. This lot is to be owned and maintained by the Madison Park Homeowner's Association.
- Lots 5, 24 and 41, Block 1 and Lot 12, Block 3 are open space lots reserved for pedestrian access, landscaping, utilities, irrigation, Boise City sewer facilities and storm drainage facilities. These lots are to be owned and maintained by the Madison Park Homeowner's Association.
- The Storm Drainage facilities are the responsibility of the Madison Park Homeowner's Association, and an easement is hereby granted to A.C.H.D. for the purpose of inspection and emergency maintenance over Lot 5, Block 1 and Lot 12, Block 3.
- Lots 40 and 42 thru 50, Block 1 and Lot 2, Block 2 are subject to height restrictions as specified by Idaho Power Co.
- Specifically approved building setbacks under CU-38-94 are as follows:
 - Front setback 20 feet
 - Rear setback 15 feet all lots except Lots 40 and 42 thru 50, Block 1, and Lot 2, Block 2
 - Rear setback 30 feet Lots 40 and 42 thru 50, Block 1, and Lot 2, Block 2
 - Side setback 5 feet
 - Side Yard street setback 20 feet
- No building permits shall be issued on any lots in this subdivision until the provisions of recorded Instrument No. 9501575 have been fulfilled as determined by the City of Boise.



G.L. VOIGT CONSTRUCTION
Developer
Idaho Falls, Idaho
BRIGGS ENGINEERING, INC.
Consulting Engineers
Boise, Idaho

NORTH 1/16
32 33
C.P.#. NO. 95061618

MADISON PARK NO.1 SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT G. L. VOIGT DEVELOPMENT CO., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS WITHIN THE STATE OF IDAHO, AND DUAYNE DIDERICKSEN AND IDA LEE DIDERICKSEN, HUSBAND AND WIFE, AND KIP DIDERICKSEN, DEALING WITH HIS SOLE AND SEPARATE PROPERTY, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334, (2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE THIS SUBDIVISION.

A PORTION OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, THENCE S 89°54'58"W 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 32 TO THE INITIAL POINT OF THIS SUBDIVISION;

THENCE S 00°30'23"W 1056.84 FEET TO A POINT; THENCE N 89°29'37"W 149.30 FEET TO A POINT;
 THENCE S 73°48'25"W 52.20 FEET TO A POINT; THENCE N 89°29'37"W 373.00 FEET TO A POINT;
 THENCE N 00°30'23"E 106.66 FEET TO A POINT; THENCE N 06°32'05"E 50.00 FEET TO A POINT;
 THENCE ALONG A CURVE TO THE RIGHT 96.59 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 22°08'16", A RADIUS OF 250.00 FEET, TANGENTS OF 48.91 FEET AND A LONG CHORD OF 95.99 FEET BEARING N 72°23'47"W TO A POINT;

THENCE N 61°19'39"W 45.58 FEET TO A POINT; THENCE N 49°55'26"E 92.23 FEET TO A POINT;
 THENCE N 43°04'34"W 131.04 FEET TO A POINT; THENCE N 32°22'52"W 111.74 FEET TO A POINT;
 THENCE N 00°39'09"E 132.00 FEET TO A POINT; THENCE N 06°47'15"W 160.00 FEET TO A POINT;
 THENCE S 89°54'58"W 114.49 FEET TO A POINT; THENCE S 82°19'17"W 15.13 FEET TO A POINT;
 THENCE S 89°54'58"W 54.62 FEET TO A POINT; THENCE N 18°04'16"W 102.22 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT 33.38 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°33'46", A RADIUS OF 200.00 FEET, TANGENTS OF 16.73 FEET AND A LONG CHORD OF 33.34 FEET BEARING S 67°08'51"W TO A POINT;
 THENCE N 27°38'02"W 50.00 FEET TO A POINT; THENCE N 00°05'02"W 191.35 FEET TO A POINT;
 THENCE N 89°54'58"E 1072.79 FEET TO THE INITIAL POINT OF THIS DESCRIPTION, COMPRISING 19.72 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT 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 USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 2ND DAY OF SEPTEMBER, 1995.

G. L. VOIGT DEVELOPMENT CO.

GARY L. VOIGT, OWNER/PRESIDENT

DUAYNE DIDERICKSEN, HUSBAND

KIP DIDERICKSEN, BY DUAYNE DIDERICKSON
 ATTORNEY-IN-FACT, INSTRUMENT NO.9935200

IDA LEE DIDERICKSEN, WIFE

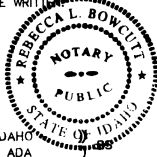
DUAYNE DIDERICKSON, ATTORNEY-IN-FACT FOR
 KIP DIDERICKSEN, INSTRUMENT NO.8935200

ACKNOWLEDGEMENTS

STATE OF IDAHO
 COUNTY OF ADA SS)

ON THIS 2ND DAY OF SEPTEMBER, 1995, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY L. VOIGT, KNOWN TO ME TO BE OWNER/PRESIDENT OF G. L. VOIGT DEVELOPMENT CO., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

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

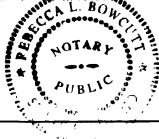


Rebecca A. Bowcutt
 NOTARY PUBLIC FOR IDAHO
 RESIDING AT BOISE, IDAHO
 MY COMMISSION EXPIRES: 5-2-2000

STATE OF IDAHO
 COUNTY OF ADA

ON THIS 8TH DAY OF SEPTEMBER, 1995, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DUAYNE DIDERICKSEN AND IDA LEE DIDERICKSEN, HUSBAND AND WIFE, AND DUAYNE DIDERICKSEN AS ATTORNEY-IN-FACT FOR KIP DIDERICKSEN, WHO SUBSCRIBED THE NAME OF KIP DIDERICKSON AND HIS OWN NAME AS ATTORNEY-IN-FACT, ALL KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

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



Rebecca A. Bowcutt
 NOTARY PUBLIC FOR IDAHO
 RESIDING AT BOISE, IDAHO
 MY COMMISSION EXPIRES: 5-2-2000

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.

BY Thomas E. Adams 11/26/95
 CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY SURVEYOR

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

COUNTY SURVEYOR



APPROVAL OF CITY ENGINEER

I, CHARLES R. MICKELSON, P.E., CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.



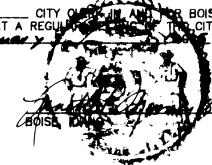
ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 26 DAY OF April, 1995.

James E. Bynum
 CHAIRMAN
 ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY COUNCIL

I, Annette P. Mononey, CITY CLERK FOR BOISE CITY, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULARLY SCHEDULED MEETING OF THE CITY COUNCIL HELD ON THE 7TH DAY OF February, 1995, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Annette P. Mononey 2-16-95 CITY CLERK

CERTIFICATE OF COUNTY TREASURER

I, Barbara Isaac, 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 PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Barbara Isaac by Janis Jacob
 COUNTY TREASURER

9-12-95
 DATE

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 95065623

STATE OF IDAHO) SS
 COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Briggs Eng AT 22 MINUTES PAST 12 O'CLOCK P. M., THIS 12TH DAY OF September, 1995, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 70 OF PLATS AT PAGES 7173 AND 7174.

D. Hall
 DEPUTY 11-00

J. David Navarro
 EX-OFFICIO RECORDER

CERTIFICATE OF SURVEY

I, MICHAEL E. MARKS, P.L.S., 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 AND THE ATTACHED PLAT, 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 CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

MICHAEL E. MARKS, L.S. NO. 998



95057081
Jim Jones
ADA CO RECORDER
J. DAVID NAVARRO
BOISE ID

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MADISON PARK NO. 1 SUBDIVISION

THIS DECLARATION is made effective on the 10th day of April, 1995, G. L. Voigt Development, Inc., an Idaho corporation, hereinafter referred to as "Declarant" or "Grantor".

95 AUG 14 PM 4:09
9300
QUEST OF

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Property," more particularly described as follows:

All that certain real property described in Exhibit A hereto, which exhibit is incorporated herein by this reference, said property to be designated as Madison Park No. 1 Subdivision, according to the plat thereof to be recorded with the County Recorder of Ada County, Idaho.

NOW, THEREFORE, Declarant/Grantor hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof; shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by Grantor and by any Owner or his successors in interest.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to carry out and complete the development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE I

DEFINITIONS

1.1 "Articles" shall mean the Articles of Incorporation of the Association.

1.2 "Assessments" shall mean those payments required of Owners and Association Members including regular, special, limited and irrigation Assessments of the Association as further defined in this declaration.

1.3 "Association" shall mean and refer to Madison Park Homeowners Association, Inc., a non-profit Idaho corporation, its successors and assigns.

1.4 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and Regulations, and procedural matters for use in the conduct of business of the Association.

1.5 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

1.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

1.7 "Building Lot" shall mean and refer to any plot of land showing upon any recorded plat of the Property.

1.8 "Bylaws" shall mean the bylaws of the Association.

1.9 "Common area" shall mean all real property within the Property which the Association controls or in which it owns an interest and which is held or controlled for betterment of the Property.

1.10 "Committee" shall mean the Architectural Committee described in Article V hereof.

1.11 "Declaration" or "Supplemental Declaration" shall refer to this declaration as hereafter amended and supplemented from time to time.

1.12 "Declarant" shall mean and refer to G. L. Voigt Development, Inc. and its successors and assigns.

1.13 "Grantor" shall mean and refer to the Declarant.

1.14 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes,

pumps, ditches, waterways, swimming pools and other recreational facilities and fixtures of any kind whatsoever.

1.15 "Lot" shall mean and refer to a Building Lot.

1.16 "Member" shall mean each person or entity holding a membership in the Association.

1.17 "Mortgage" shall mean and refer to any mortgage or deed of trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

1.18 "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 Property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 "Plat" shall mean the recorded Plat of Madison Park Subdivision No. 1 and Madison Park Subdivision No. 2 and the recorded Plat of any other Properties annexed hereto.

1.20 "Properties" or "Property" shall mean and refer to the real property hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided for herein.

1.21 "Set Back" means the minimum distance established by law between the dwelling unit or other structure referred to and a given street, road or Lot line.

1.22 "Subdivision" means all that real property described in Exhibit A hereto and any property hereafter annexed thereto under the provisions of Article VI.

1.23 "Unit" shall mean one residence which shall be situated upon a Lot.

ARTICLE II

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. No Lot shall be used except for residential purposes, and no Lot shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot.

No improvements shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family residential dwelling.

2.2.1 Size Limitations. Split level and two (2) story Units shall have not less than 1,500 square feet of interior floor area, exclusive of porches and garages. Single-level Units shall have not less than 1,200 square feet of interior floor area on the ground floor of the main structure, exclusive of porches and garages. No Unit higher than split level or two (2) story shall be permitted.

2.1.2 Garages. Each Unit constructed on the Property shall include at least a two (2) car, enclosed garage as an integral part of the Unit structure.

2.1.3 Roofing. The roof of each Unit shall be 25-year (or better) driftwood or weathered wood architectural shingles. No other materials or color shall be used on the roof of any unit.

2.1.4 Chimneys. All chimneys on a Unit shall have chimney enhancer caps.

2.1.5 Mailboxes. Grantor will supply the mailbox and stand for each Unit and no other mailboxes or stands shall be used for any Unit.

2.2 Architectural Control. No improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on the Property, including without limitation, change of exterior colors or materials, unless and until the building or other plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, value, topography, setbacks, exterior color and materials, physical or artistic conformity to the terrain and the other improvements on the Property which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size requirements.

2.3 Exterior Maintenance: Owners Obligations. No improvements, including mail boxes and landscaping, shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any improvement, including trees and landscaping, that is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous,

unsafe, unsightly or unattractive condition, or to cause damage to Property or facilities on or adjoining their Lot that is the Associations' responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner of said Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as regular Assessments.

Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice.

In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction. If, after ninety (90) days, the repair, restoration or reconstruction of such damaged or destroyed improvements has not taken place, the Association, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon said Owner's Lot for the purpose of doing so and such Owner shall bear all costs incurred by the Association and the Association shall have the lien rights set forth above to enforce payment of the same.

2.4 Improvements Location. No improvements shall be constructed in violation of setback requirements established by law, or by this Declaration, or as set forth on the recorded plat of the Subdivision.

2.5 Nuisances. No noxious or offensive activity, including without limitation, those creating an offensive odor, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.6 Temporary Structures. No improvements of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

2.7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs

used by a builder or the Declarant to advertise the Property during the construction and sales period.

2.8 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas or otherwise shall be erected, maintained or permitted upon the Property.

2.9 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided that the keeper of such pets complies with all city and county laws, rules and regulations. No dog runs or kennels shall be permitted to be kept or placed within five (5) feet of a setback line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structure be visible from a street. All such kennels or facilities shall comply with all applicable laws and rules.

2.10 Garages and Refuse Disposal. No rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on the Property except trash kept and maintained within the interior of a Unit in sanitary containers. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, neat and sanitary condition.

2.11 Water Supply. The Property is located within Settlers Irrigation District and all Lots are subject to assessment by said District. No individual domestic or irrigation water supply system shall be permitted on any Lot, except an irrigation system that may be constructed and operated by said District with the approval of the Association or by the Association. The Association may provide for the combination of lots for assessment purposes as provided under Idaho Code § 43-701(2).

2.12 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot. All Lots shall be subject to the following sewer requirements of the City of Boise:

2.12.1 A monthly sewer charge must be paid after connecting to the City of Boise public sewer system, according to the ordinances and laws of the City.

2.12.2 Each Owner shall submit to inspection by the Department of Public Works, the Department of Building, or other Department whenever a subdivided Lot is to be connected to the sewage system and a building sewer is constructed and installed on and within the Property.

2.12.3 The Declarant/Owner of this subdivision, or Lot or Lots therein, shall and hereby does vest in the City of Boise the right and power to bring all actions against the Owner of the premises hereby conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

2.12.4 The recording of the plat by Declarant shall be deemed and construed as a request for the annexation of its property to the corporate limits of Boise City. Such requests and consents shall be binding on all subsequent purchasers or owners of Declarant's property.

2.13 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points (30) feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.14 Declarant's Right. Declarant reserves the right to construct residences and other improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners.

2.15 Boats, Campers and Other Vehicles. No boats, trailers, tractors, recreational vehicles (i.e., any trailers, campers, motorhomes, automobile campers or similar vehicle or equipment) dilapidated, unrepaired or unsightly vehicles, or similar equipment, motorcycles, snowmobiles, trucks (working or non-working) greater than three-quarter (3/4) of a ton in size shall regularly or as a matter of practice be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the Architectural Committee.

Notwithstanding the foregoing, any boat, camper trailer or recreational vehicle which is in good repair and working order which does not exceed the following dimensions -- eight (8) feet wide, twenty-seven (27) feet long and ten (10) feet high -- may be stored on the side yard of a Lot between front and rear yard setbacks if screened by a six foot (6') fence. Provided, however,

such storage may not be located adjacent to the street on a corner Lot. Any storage pad must be surfaced with concrete.

2.16 Bathrooms. All bathrooms, sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with the sewer system.

2.17 Antennae. No television antennae, satellite receivers, or radio aerials shall be installed on the Property, other than within the interior of a Unit, unless prior written approval has been secured from the Architectural Committee.

2.18 Hazardous Activities. No activity shall be conducted on or in any Unit or Lot which is or might be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said Property and no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit while attended and in use for cooking purposes, or with a safe and well-designed interior fireplace, except such controlled and attended fires required for clearing or maintenance of land.

2.19 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the Property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Committee.

"Screened" is defined as being concealed or made non-visible from eye level, at grade, at all points within the Property.

2.20 Light, Sound - General. No light shall be emitted from any Lot which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot which is unreasonably loud or annoying, and no odors shall be emitted on any property which are noxious or offensive to others.

2.21 Construction. During the course of actual construction of any permanent improvements, the restrictions contained in this Declaration and any supplemental declarations shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction and all construction shall be diligently prosecuted to completion, continuously and without delays.

2.22 Reconstruction. In any case where it is necessary to reconstruct a Unit, said reconstruction shall be prosecuted diligently, continuously and without delays from time of commencing thereof until such structure is fully completed and painted, unless prevented by causes beyond control and only for such time that any such cause continues.

2.23 Maintenance and Repair. In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration and reconstruction thereof within ninety (90) days of such damage or destruction.

2.24 Fences. All fences shall be of vertical cedar design and construction. No chain-link fences, grape stake fences or fences of basket-weave design shall be allowed. Side fences on corner lots may extend only from the rear Lot line to rear line of the residence. No fence shall exceed six (6) feet in height. No fence shall extend into the front setback area, without prior written approval of the Architectural Committee.

2.25 Plat Conditions. All covenants, conditions and restrictions and other matters set forth on all Plats are hereby incorporated by this reference and notice is hereby given as to the same.

2.26 Front and Side Yards. The front yard of each Lot and the side yard of any Lot which is adjacent to a street must be planted with sod within twenty-one (21) days of substantial completion, or occupancy, whichever shall first occur, or as soon thereafter as the weather permits. All remaining portions of the yard area of each Lot must be planted with sod, seeded and/or landscaped, within six (6) months of occupancy of the Unit. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association and/or the Grantor shall have all rights and remedies provided in Section 2.3, or any other provision of this Declaration.

2.27 Storage Buildings. No detached storage building shall be permitted to be constructed or located on any Lot, without the prior written consent of the Architectural Committee.

2.28 No Dumping. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any vacant or unimproved Lot, without the prior written Approval of the Declarant or the Architectural Committee. No discharge shall be made into Nine Mile Drain. The Owner of any Lot who dumps such material or makes a discharge into said Drain shall be liable for the cleanup and/or removal costs.

2.29 Yard Lights. Each Lot shall have a front yard light, equipped with a photoelectric cell, which light shall be located

and constructed in accordance with specifications developed by the Architectural Committee. Said yard light shall be maintained in good working order.

2.30 Solar Covenants. In recognition of requirements of Boise City Code and of the economic and environmental benefits of solar energy use, Declarant does hereby provide for the preservation of solar access in the subdivision and does hereby 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:

2.30.1 Solar Access Definition.

A. Exempt Tree: Any preexisting vegetation as defined in Section 2.30.2, 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 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.

2.30.2. Solar Access Covenants, Conditions and Restrictions.

A. Shade Restrictions: Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restrictions: 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 21 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 21 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.

2.30.3. 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 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 those solar access covenants, restrictions and conditions.

2.30.4 MISCELLANEOUS.

A. Enforcement and Non-Waiver: Any lot owner, or the 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 Section 2.30. The failure of any person to enforce any covenant or restriction 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 Section 2.30.

B. Severability: Invalidation of any one of the covenants or restrictions of Section 2.30 by judgment 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 Section 2.30 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: The provisions of Section 2.30 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.

ARTICLE III

MADISON PARK HOMEOWNERS ASSOCIATION

3.1 Organization of Association. Madison Park Homeowners Association, Inc. ("Association") is an Idaho corporation formed under the provisions of the Idaho Nonprofit Corporation Act and

shall be charged with the duties and invested with the powers prescribed by law and set forth in its Articles and Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Membership. Each Owner of a Lot subject to this Declaration (including the Declarant), by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

3.3 Voting. The Association will have two (2) classes of voting memberships.

3.3.1. Class A. Class A members shall be the Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.3.2 Class B. The Class B member shall be the Declarant. Upon the recording hereof, Declarant shall be entitled to One Hundred and Forty (140) votes for each Lot owned by Declarant within the Property. The Class B membership shall cease and be converted to Class A membership on January 1, 2004, or when the Declarant no longer owns any Lot within the Property, whichever event shall first occur.

3.4. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, Bylaws, and this Declaration as the same may be amended and supplemented from time to time.

3.5 Powers and Duties of the Association.

3.5.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the

exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, including the following:

3.5.1.1 Assessments. The power to levy assessments (annual, special, limited and irrigation) on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

3.5.1.2. Common Areas. The power to acquire, own or control all Common Areas in the Subdivision, to maintain the same for the benefit of the Subdivision, to levy assessments and pay and provide for the maintenance of said Common Areas, and to take all necessary and proper action to provide for the management and use of the same.

3.5.1.3. Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or of the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions thereof.

3.5.1.4 Delegation of Powers. The authority to delegate its power and duties to committees, officers and employees, or to appoint any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power to be delegated.

3.5.1.5 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association Rules).

3.5.1.6 Emergency Powers. The Association or any person authorized by the Association

may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

3.5.1.7 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through or under the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of such Common Areas and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

(1) Underground lines, cables, wires, conduits, and other devices for the transmission of any utility or other service.

(2) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.

(3) Any similar public or quasi-public improvements or facilities.

3.5.2 Duties of the Association. In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

3.5.2.5 Insurance. Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

3.5.2.5.2 Full coverage directors and officers liability insurance with a limit of Two Hundred Fifty Thousand Dollars (\$250,000), if the Board so elects.

3.5.2.5.3 Such other insurance, including Workmen's Compensation insurance to the extent necessary to comply with all applicable laws, liability insurance,

property damage insurance for Association property, and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

3.5.2.5.4 The Association shall be deemed trustee of the interests of all Members of the Association for any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

3.5.2.5.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

3.5.2.6 Rule Making. Make, establish, promulgate, amend and repeal the Association Rules.

3.5.2.7 Architectural Committee. Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

3.5.2.8 Drainage Systems. Operate, maintain, repair and replace, all drainage systems located within the Property and shown on the Plat which are not maintained by public authorities.

3.5.2.9 Right of Way Maintenance. Maintain, repair and replace any landscaping, fencing, or other improvements located on or within the Properties as the Board deems necessary or appropriate.

3.5.2.10 Common Areas. Maintain, operate, repair, and provide for the use and management of all Common Areas, storage facilities, recreational facilities, within the Subdivision.

3.5.2.11 Irrigation System. Operate, maintain, repair, and provide for the use of the pressurized irrigation system for the Subdivision, including the right to contract with Settlers Irrigation for all of such purposes or to transfer said irrigation system to Settlers Irrigation on such terms as the Association shall deem proper.

3.5.2.12 Subdivision Approval Responsibilities. Perform all continuing duties and responsibilities imposed upon the Grantor pursuant to any governmental approvals relating to the Property, including without limitation, those set forth in the preliminary plat approval for the Subdivision.

3.6 Personal Liability. No member of the Board or any committee of the Association or the Architectural Committee or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant or the Architectural Committee, any other committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. 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 the Association;

4.1.1 Annual regular Assessments or charges.

4.1.2 Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided; and

4.1.3 Limited Assessments as hereinafter provided.

4.1.4 Irrigation Assessments, if the Association utilizes the authority provided in Section 4.2.4.

The regular, special, limited and irrigation Assessments, together with interest, costs and reasonable attorneys' 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. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by them.

4.2 Purpose of Assessments.

4.2.1 Regular Assessments. The regular 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 any landscaped areas maintained by the Association, to pay property taxes and other assessments, to maintain, operate and improve the Common Areas, and to pay such other reasonable costs and expenses which are incurred by the Association in carrying out the duties and business of the Association.

4.2.2 Special Assessments for Capital Improvements. In addition to the annual regular Assessments authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular Assessments, provided that any such Assessment shall be approved by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Additionally, upon the sale of each Lot by Grantor, the purchaser shall pay a one-time special Assessment of One Hundred Fifty and no/100 Dollars (\$150.00) per Lot. Such special Assessment shall be paid on or before the date of recordation of the deed from Grantor to the purchaser. Grantor, as agent for the Association, shall be entitled to collect this one-time special Assessment at the closing of the Lot sale. This one-time special Assessment shall be used to defray organizational cost for the Association and general costs of operation, including maintenance and improvement of Common Areas.

4.2.3 Limited Assessments. Limited Assessments may be levied against any Owner in an amount equal to the costs and expenses incurred by the Association, including legal fees, for corrective action necessitated by such Owner, and, further including without limitation, costs and expenses incurred for the repair and replacement of any property maintained by the Association damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of such Owner, or for

maintenance of landscaping performed by the Association which has not been performed by Owner as provided herein.

4.2.4 Irrigation Assessments. The Association shall have the authority to provide for the combination of lots under a single assessment number for purposes of irrigation assessments made against the lots by Settlers Irrigation District, as well as for the collection of said assessments from individual lot owners and remittance of the combined total to Settlers Irrigation District, and to levy such additional assessments as may be necessary in order to provide for the proper care, maintenance and improvement of the pressurized irrigation system, provided that no such additional levy shall exceed \$100 per Lot per year.

4.3 Maximum Annual Regular Assessment. The initial maximum amount of the regular Assessment to be assessed by the Association, shall be One Hundred Eighty and no/100 Dollars (\$180.00) per Lot per year.

4.3.1 The maximum annual Assessment may be increased by the Board each year by not more than ten percent (10%) above the maximum Assessment for the previous year without a vote of the membership of the Association as provided below.

4.3.2 The maximum annual Assessment may be increased above ten percent (10%) by a two-thirds (2/3) vote of each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board of Directors of the Association may fix the amount of the annual Assessment at an amount not in excess of the maximum as established from time to time.

4.3.4 The total annual regular Assessment levied against the Lots owned by the Declarant, shall be the lesser of (a) the amount of the regular assessment per Lot multiplied by the number of lots owned by the Declarant or (b) the difference between the total annual Assessment levied against lots owned by parties other than the Declarant, and the reasonable expenditure of the Association for the purposes described in Section 4.2.1 for the fiscal year.

4.4 Notice and Quorum for any Action Authorized Under Section 4.2.2 and 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.2.2

and 4.3 shall be sent to all members not less than ten (10) days nor more than fifty (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 each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.5 Uniform Rate of Assessment. Except as otherwise specifically provided herein, both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or other basis as determined by the Association from time to time.

4.6 Date of Commencement of Annual Assessments - Due Dates. The annual regular Assessments or any special Assessments then in effect, as provided for herein, shall commence as to a Lot or Lots on the first day of the first year following the conveyance of the Lot or Lots from Declarant to an Owner or Owners. 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 a 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.

4.7 Effect of Non-payment 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 a rate of twenty-one percent (21%) per annum or at the highest rate allowed by law if such rate is less than 21%. The Association 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.

4.8 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 payment which became due prior to such sale or transfer but shall not extinguish personal liability. No sale or transfer shall

relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

4.9 Maintenance of Retention Areas. As set forth in Sections 3.5.2.8 and 3.5.2.10, above, the Association has the responsibility of maintaining drainage systems and common areas within the Subdivision, including the obligation to adequately maintain storm drainage and water retention areas within the Subdivision. Notwithstanding that the Association is obligated to maintain such facilities, it is hereby provided that Ada County Highway District (ACHD) may elect to maintain any part of such facilities, should the Association fail to maintain the same. In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining such facilities, ACHD shall, before undertaking maintenance of said facilities, provide written notice of existing deficiencies in maintenance of said facilities and of its intention to begin maintenance of specified facilities within a thirty (30) day period, within which timeframe the Association may undertake to initiate and conclude all maintenance deficiencies as identified by ACHD. In the event that the Association should fail to conclude maintenance of the specified facilities to the extent said items of maintenance are identified by ACHD, within the prescribed thirty (30) day period, then ACHD may begin to undertake maintenance of the specified facilities. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform inspection and maintenance. Should ACHD engage in maintenance of the specified facilities, after having provided notice to the Association and having provided the Association an opportunity undertake said maintenance, ACHD shall be entitled and empowered to file a ratable lien against all Lots within Madison Park No. 1 Subdivision with power of sale as to each and every Lot to secure payment of any and all assessments levied against any and all Lots in Madison Park No. 1 Subdivision pursuant to the provisions hereof, together with interest at the rate which accrues on judgments and all costs of collection which may be paid or incurred by ACHD in connection therewith. ACHD may exercise its rights under Idaho Code by assessing the lot owners and certifying those assessments in like manner as real property taxes. This section shall not be amended without prior written approval of ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain said facilities without the prior written approval of ACHD. The Association, and all Lot Owners by accepting title to a Lot in the Subdivision, agree that all Lot Owners within Madison Park No. 1 Subdivision are benefited property owners for purposes of this section (4.9).

ARTICLE V

ARCHITECTURAL COMMITTEE

5.1 Members of the Committee. The Architectural Committee for the Property, sometimes referred to as the "Committee", shall

consist of three (3) members. The following persons are hereby designed by Declarant as the initial members of the Committee for the Property:

<u>Name</u>	<u>Address</u>
Gary L. Voigt	1908 E. Jennie Lee Drive Idaho Falls, ID 83404
Pat Davis	1908 E. Jennie Lee Drive Idaho Falls, ID 83404
Becky Bowcutt	1111 South Orchard Boise, ID 83705

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

5.2 Right of Appointment and Removal. At any time Grantor is the Owner of at least one (1) of the Lots, Grantor shall have the right to appoint and remove all members of the Committee. Thereafter, the Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause.

5.3 Review of Proposed Construction. The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types of improvements shall be submitted to the Committee for review and approval. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby and will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The Committee shall make provision in its rules and guidelines for implementation and maintenance of value standards that will carry out such intent.

5.3.1 Conditions on Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner

submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

5.3.2 Committee Rules and Fees. The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed One Hundred Dollars (\$100.00). Such fees shall be used to defray the costs and expenses of the Committee or for such other purposes as established by the Board.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

5.3.3 Detailed Plans. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

5.3.4 Committee Decisions. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within seven (7) days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within seven (7) days after the date of the filing of said materials with the Committee. The said seven (7) day period shall only commence to run when an authorized representative of the Committee has executed an application form acknowledging acceptance of such

application and acknowledging that such application is complete.

5.4 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need be, one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 5.9. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

5.5 No Waiver of Future Approvals. The approval by the Committee of any proposals or plans, specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever, subsequently or additionally submitted for approval or consent.

5.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, except as otherwise agreed by the Board.

5.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

5.7.1 Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

5.7.2 Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

5.7.3 If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of compliance from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

5.8 Nonliability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or

to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result in the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be construed in any way to relate to, structural safety of buildings and improvements or their conformance with building or other codes.

5.9 Variances. The Committee may authorized variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when it deem such action appropriate because of the existence of circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Ada County. If such a variance is granted, no violation of the Restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration, for any purpose, except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to, zoning ordinances and Lot setbacks lines or requirements imposed by any governmental or municipal authority.

ARTICLE VI

ANNEXATION OF ADDITIONAL PROPERTIES

6.1 Annexation. Declarant presently intends to develop other neighboring properties and may, in Declarant's discretion, deem it desirable to annex some or all of such other properties to the property covered by this Declaration. The annexed properties may, at Declarant's sole discretion, be used and developed for any purpose allowed under appropriate zoning regulations. Such other properties may be annexed to the Property and brought within the provisions of this Declaration by

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Declarant, its successors or assign; at any time, and from time to time, without the approval of any Owner, the Association or its Board of Directors. As such properties are developed, Declarant shall, with respect thereto, record a Supplemental Declaration, which shall annex such properties to the Property and which may supplement this Declaration with such additional or different covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for the other properties or portions thereof and may delete or eliminate as to such other properties such covenants, conditions, restrictions, reservations and easements as Declarant deems not appropriate for the other properties.

6.2 Additional Properties. Subject to the provisions of Section 6.1 above, upon the recording of a Supplemental Declaration as to other properties containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the added properties in the same manner as if it were originally covered by this Declaration, subject to such modification, changes and deletions as specifically provided in such Supplemental Declaration. The Grantees of Lots located in the other properties shall share in the payment of assessments to the Association as provided herein from and after the recordation of the first deed of a Lot within the added properties from Declarant to an individual purchaser thereof.

6.3 Procedure for Annexation. The additions authorized under Section 6.1 above, shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the other properties, or portion thereof, which shall be executed by Declarant or the Owner thereof and shall extend the general plan and scheme of this Declaration. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the other properties or portion thereof described therein, become and constitute a part of the Properties, become subject to this Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, reservations and easements and equitable servitudes contained herein, as modified by such Supplemental Declaration for such other properties or portion thereof, and become subject to the functions, powers and jurisdiction of the Association. Such Supplemental Declaration may contain such additions, modifications or declarations of the covenants, conditions, restrictions, reservations or easements and equitable servitudes contained in this Declaration as may be deemed by Declarant desirable to reflect the different character, if any, of the other properties or portions thereof or as Declarant may deem appropriate in the development of the other properties or portion thereof.

ARTICLE VII

EASEMENTS

7.1 Maintenance and Use Easement Between Walls and Property Lines. The Association or Owner of any Lot shall hereby be granted an easement 5' in width on the adjoining properties for the purpose of maintenance of fencing and/or landscaping so long as such use does not cause damage to any structure or fence.

7.2 Other Maintenance Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the record plat. 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 utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard 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 these improvements for which a public authority or utility company is responsible.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement. The Association or any Owner, shall have the right to enforce, by proceedings 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 the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

8.3 Interpretation. The terms, covenants and conditions hereof are to be read and interpreted consistently and in a manner to protect and promote Property values.

8.4 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. This Declaration may be amended, restated, replaced, terminated or superseded during the first twenty (20) year period by an instrument signed by the President and Secretary of the Association affirming that such amendment was approved by two-thirds (2/3) of the Owners of the Lots covered by this Declaration or by an instrument signed by two-thirds (2/3) of the

Lot Owners; provided, however, that if Grantor is still the Owner of any Lots the provisions of Article V may not be amended without the written consent and vote of the Grantor.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 10th day of April, 1995.

G. L. VOIGT DEVELOPMENT, INC.

BY: *[Signature]*
GARY L. VOIGT, President

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 9th day of August, 1995, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared GARY L. VOIGT, known or identified to me to be the President of G. L. Voigt Development, Inc., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Patricia G. Davis
Notary Public for Idaho
Residing at IDAHO FALLS ID
My commission expires: 11-18-98

(Seal)

DESCRIPTION FOR
MADISON PARK NO. 1 SUBDIVISION

August 8, 1995

A portion of the NE 1/4 of the NE 1/4 of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap marking the northeast corner of the NE 1/4 of Section 32, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho, thence S 89°54'58" W 25.00 feet along the north line of said Section 32 to the Initial Point of this subdivision;

Thence S 00°30'23" W 1056.84 feet along the westerly right of way of N. Eagle Road to a point;

Thence N 89°29'37" W 149.30 feet to a point;

Thence S 73°48'25" W 52.20 feet to a point;

Thence N 89°29'37" W 373.00 feet to a point;

Thence N 00°30'23" E 106.66 feet to a point;

Thence N 06°32'05" E 50.00 feet to a point;

Thence along a curve to the right 96.59 feet; said curve having a central angle of 22°08'16", a radius of 250.00 feet, tangents of 48.91 feet and a long chord of 95.99 feet bearing N 72°23'47" W to a point;

Thence N 61°19'39" W 45.58 feet to a point;

Thence N 49°55'23" E 92.23 feet to a point;

Thence N 43°04'34" W 131.04 feet to a point;

Thence N 32°22'52" W 111.74 feet to a point;

Thence N 00°39'03" E 132.00 feet to a point;

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Thence N 06°47'15" W 160.00 feet to a point;

Thence S 89°54'58" W 114.49 feet to a point;

Thence S 82°19'17" W 15.13 feet to a point;

Thence S 89°54'58" W 54.62 feet to a point;

Thence N 18°04'16" W 102.22 feet to a point;

Thence along a curve to the left 33.38 feet, said curve having a central angle of 09°33'46", a radius of 200.00 feet, tangents of 18.73 feet and a long chord of 33.34 feet bearing S 67°08'51" W to point;

Thence N 27°38'02" W 50.00 feet to a point;

Thence N 00°05'02" W 191.35 feet to a point on the north line of said NE 1/4;

Thence N 89°54'58" E 1072.79 feet to the initial Point of this description, comprising 19.72 acres, more or less.

Michael E. Marks, L.S. - 499

