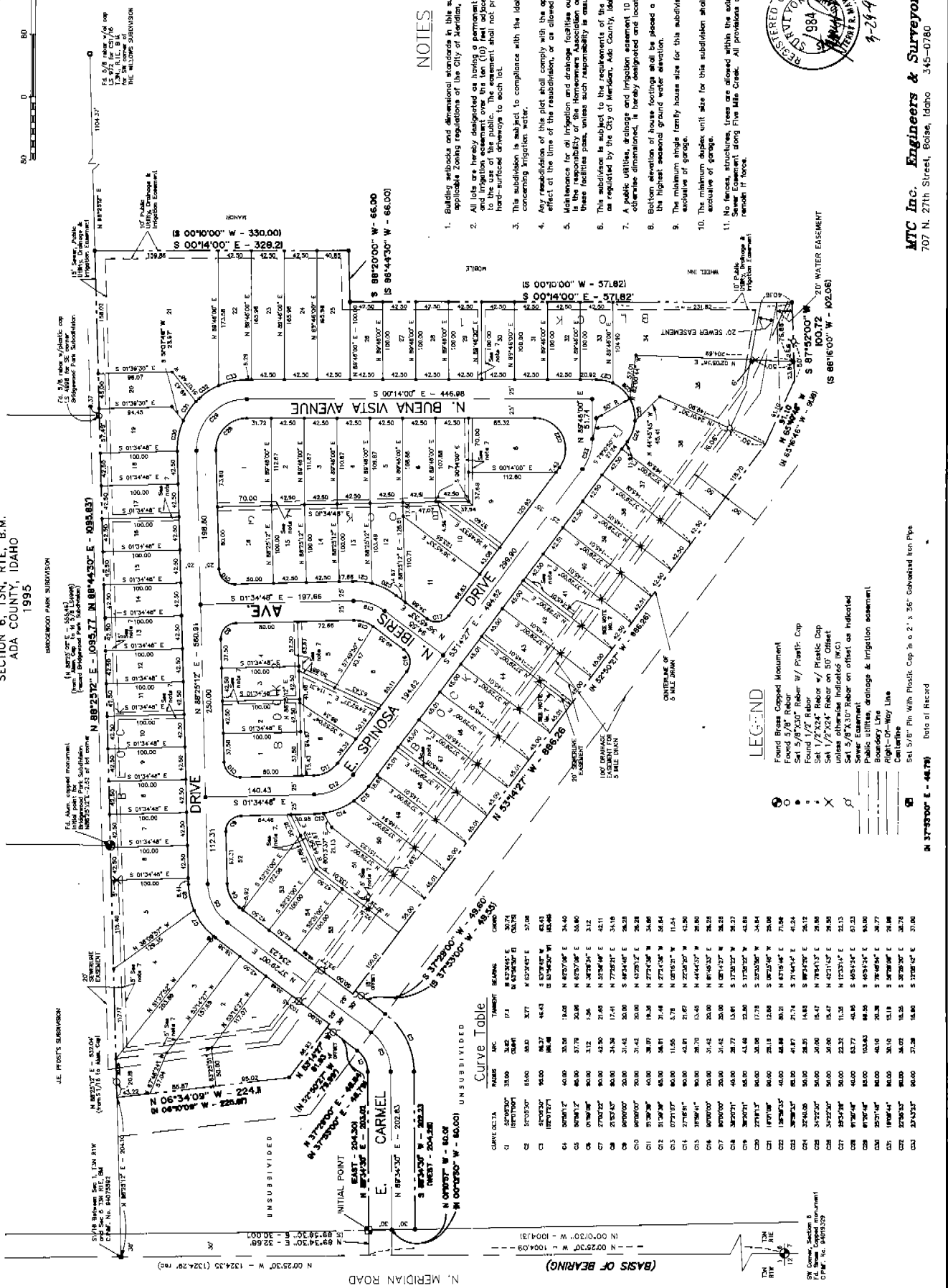
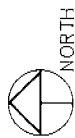


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# La PLAYA MANOR ESTATES SUBDIVISION

LOCATED IN A PORTION OF THE SOUTHWEST 1/4 OF  
SECTION 6, T3N, R1E, B.M.  
ADA COUNTY, IDAHO  
1995

PLAT OF



## NOTES

1. Building setbacks and dimensional standards in this subdivision shall conform to the applicable zoning regulations of the City of Meridian, Ada County, Idaho.
2. All lots are hereby designated as having a permanent public utility, drainage, street light and irrigation easement over the ten (10) feet adjacent to any street that is dedicated to public use. The easement shall not preclude the construction of hard-surfaced driveways to each lot.
3. This subdivision is subject to compliance with the Idaho Code Section 31-3805, concerning irrigation water.
4. Any reclassification of the plat shall comply with the applicable zoning regulations in effect at the time of the reclassification, or as allowed by Conditional Use.
5. Maintenance for all irrigation and drainage facilities outside the public right-of-way is the responsibility of the Homeowners Association or the lot owner through which these facilities pass, unless such responsibility is assumed by an irrigation/drainage district.
6. This subdivision is subject to the requirements of the Uniform Building Code (UBC) as regulated by the City of Meridian, Ada County, Idaho.
7. A public utility, drainage and irrigation easement 10 (ten) feet in width, unless otherwise dimensioned, is hereby designated and located as shown on this plat.
8. Bottom elevations of house footings shall be placed a minimum of 12" above the highest seasonal ground water elevation.
9. The minimum single family house size for this subdivision shall be 1200 square feet, exclusive of garage.
10. The minimum duplex unit size for this subdivision shall be 800 square feet, exclusive of garage.
11. No fences, structures, trees are allowed within the existing City of Meridian Sanitary Sewer Easement along Five Mile Creek. All provisions of the existing easement shall remain in force.

## LEGEND

- Found Brass Capped Monument
- Found 5/8" Rebar w/ Plastic Cap
- Set 5/8" x 30" Rebar w/ Plastic Cap
- Found 1/2" Rebar
- Set 1/2" x 24" Rebar w/ Plastic Cap
- Set 1/2" x 24" Rebar on 5' Offset
- Set 5/8" x 30" Rebar on offset as indicated
- Public Utility, Drainage & Irrigation easement
- Boundary Line
- Right-Of-Way Line
- Centerline
- Set 5/8" Pin With Plastic Cap in a 2" x 36" Concreted Iron Pipe

## Curve Table

STATION	APC	THICKNESS	BEARING
1	3.82	17.3	N 37°24'45" E
2	3.82	17.3	N 37°24'45" E
3	3.82	17.3	N 37°24'45" E
4	3.82	17.3	N 37°24'45" E
5	3.82	17.3	N 37°24'45" E
6	3.82	17.3	N 37°24'45" E
7	3.82	17.3	N 37°24'45" E
8	3.82	17.3	N 37°24'45" E
9	3.82	17.3	N 37°24'45" E
10	3.82	17.3	N 37°24'45" E
11	3.82	17.3	N 37°24'45" E
12	3.82	17.3	N 37°24'45" E
13	3.82	17.3	N 37°24'45" E
14	3.82	17.3	N 37°24'45" E
15	3.82	17.3	N 37°24'45" E
16	3.82	17.3	N 37°24'45" E
17	3.82	17.3	N 37°24'45" E
18	3.82	17.3	N 37°24'45" E
19	3.82	17.3	N 37°24'45" E
20	3.82	17.3	N 37°24'45" E
21	3.82	17.3	N 37°24'45" E
22	3.82	17.3	N 37°24'45" E
23	3.82	17.3	N 37°24'45" E
24	3.82	17.3	N 37°24'45" E
25	3.82	17.3	N 37°24'45" E
26	3.82	17.3	N 37°24'45" E
27	3.82	17.3	N 37°24'45" E
28	3.82	17.3	N 37°24'45" E
29	3.82	17.3	N 37°24'45" E
30	3.82	17.3	N 37°24'45" E
31	3.82	17.3	N 37°24'45" E
32	3.82	17.3	N 37°24'45" E
33	3.82	17.3	N 37°24'45" E
34	3.82	17.3	N 37°24'45" E
35	3.82	17.3	N 37°24'45" E
36	3.82	17.3	N 37°24'45" E
37	3.82	17.3	N 37°24'45" E
38	3.82	17.3	N 37°24'45" E
39	3.82	17.3	N 37°24'45" E
40	3.82	17.3	N 37°24'45" E
41	3.82	17.3	N 37°24'45" E
42	3.82	17.3	N 37°24'45" E
43	3.82	17.3	N 37°24'45" E
44	3.82	17.3	N 37°24'45" E
45	3.82	17.3	N 37°24'45" E
46	3.82	17.3	N 37°24'45" E
47	3.82	17.3	N 37°24'45" E
48	3.82	17.3	N 37°24'45" E
49	3.82	17.3	N 37°24'45" E
50	3.82	17.3	N 37°24'45" E
51	3.82	17.3	N 37°24'45" E
52	3.82	17.3	N 37°24'45" E
53	3.82	17.3	N 37°24'45" E
54	3.82	17.3	N 37°24'45" E
55	3.82	17.3	N 37°24'45" E
56	3.82	17.3	N 37°24'45" E
57	3.82	17.3	N 37°24'45" E
58	3.82	17.3	N 37°24'45" E
59	3.82	17.3	N 37°24'45" E
60	3.82	17.3	N 37°24'45" E
61	3.82	17.3	N 37°24'45" E
62	3.82	17.3	N 37°24'45" E
63	3.82	17.3	N 37°24'45" E
64	3.82	17.3	N 37°24'45" E
65	3.82	17.3	N 37°24'45" E
66	3.82	17.3	N 37°24'45" E
67	3.82	17.3	N 37°24'45" E
68	3.82	17.3	N 37°24'45" E
69	3.82	17.3	N 37°24'45" E
70	3.82	17.3	N 37°24'45" E
71	3.82	17.3	N 37°24'45" E
72	3.82	17.3	N 37°24'45" E
73	3.82	17.3	N 37°24'45" E
74	3.82	17.3	N 37°24'45" E
75	3.82	17.3	N 37°24'45" E
76	3.82	17.3	N 37°24'45" E
77	3.82	17.3	N 37°24'45" E
78	3.82	17.3	N 37°24'45" E
79	3.82	17.3	N 37°24'45" E
80	3.82	17.3	N 37°24'45" E
81	3.82	17.3	N 37°24'45" E
82	3.82	17.3	N 37°24'45" E
83	3.82	17.3	N 37°24'45" E
84	3.82	17.3	N 37°24'45" E
85	3.82	17.3	N 37°24'45" E
86	3.82	17.3	N 37°24'45" E
87	3.82	17.3	N 37°24'45" E
88	3.82	17.3	N 37°24'45" E
89	3.82	17.3	N 37°24'45" E
90	3.82	17.3	N 37°24'45" E
91	3.82	17.3	N 37°24'45" E
92	3.82	17.3	N 37°24'45" E
93	3.82	17.3	N 37°24'45" E
94	3.82	17.3	N 37°24'45" E
95	3.82	17.3	N 37°24'45" E
96	3.82	17.3	N 37°24'45" E
97	3.82	17.3	N 37°24'45" E
98	3.82	17.3	N 37°24'45" E
99	3.82	17.3	N 37°24'45" E
100	3.82	17.3	N 37°24'45" E

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# Lo PLAYA MANOR ESTATES SUBDIVISION

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

That Pioneer Investment, Inc., a corporation existing under the laws of the State of Idaho, and duly organized and qualified to do business within said State, does hereby certify that it is the owner of the real property hereinafter described and that it is their intention to and that they do hereby include said land in this plat.

A parcel of land located in the Southeast 1/4 of Section 6, T.3N., R.1E., E.4M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the southwest corner of said Section 6; thence along the west section line of said Section 6, N 07°25'30" W, 1004.09 feet (N 07°13'30" W, 1004.13 feet, Data of Record (D.O.R.)) to a point; thence N 89°34'30" E, 32.68 feet (S 89°34'30" E, 30.00 feet D.O.R.) to a plastic cap on the eastern right-of-way for North Meridian Road, said cap being the TRUE POINT OF BEGINNING; thence N 89°34'30" E, 203.02 feet (East 204.30 feet (D.O.R.)) to an iron pin;

thence northeasterly 31.84 feet (Northeasterly 31.84 feet (D.O.R.)) along the arc of a curve to the left, said curve having a central angle of 52°05'30", (52°07'00" D.O.R.), a radius of 35.00 feet (35.00 feet D.O.R.) and a long chord which bears N63°31'45" E, 30.74 feet (N 63°56'30" E, 30.75 feet D.O.R.) to an iron pin;

thence N 37°29'00" E, 48.84 feet (N 37°53'00" E, 48.79 feet D.O.R.) to a point on the centerline of 5 mile creek;

thence along said 5 mile creek centerline the following courses and distances:

N 63°14'27" W, 81.93 feet (N 52°50'27" W, 79.89 feet D.O.R.) to an iron pin;

N 63°14'27" W, 224.11 feet (N 52°50'27" W, 225.61 feet D.O.R.) to a point;

thence leaving said centerline N 88°25'12" E, 1095.77 feet (N 88°44'30" E, 1095.83 feet D.O.R.) to an iron pin;

thence S 00°14'00" E, 328.21 feet (S 07°10'00" W, 330.00 feet D.O.R.) to an iron pin;

thence S 88°20'00" W, 86.00 feet (S 88°44'30" W, 86.00 feet D.O.R.) to an iron pin;

thence S 00°14'00" E, 571.82 feet (S 00°10'00" W, 571.82 feet D.O.R.) to an iron pin;

thence S 87°52'00" W, 100.72 feet (S 88°18'00" W, 102.06 feet D.O.R.) to a point on the centerline of said 5 mile creek;

thence along said 5 mile creek centerline the following courses and distances:

N 52°14'57" W, 911.06 feet (N 52°18'45" W, 918 feet D.O.R.) to a point;

N 52°14'57" W, 911.06 feet (N 52°18'45" W, 918 feet D.O.R.) to a point;

thence leaving said centerline S 37°29'00" W, 49.60 feet (S 37°53'00" W, 49.60 feet D.O.R.) to an iron pin;

thence northeasterly 86.37 feet (northeasterly 86.41 feet D.O.R.) along the arc of a curve to the right, said curve having a central angle of 52°05'30", (52°07'27" D.O.R.), a radius of 95.00 feet (95.00 feet D.O.R.) and a long chord which bears S 63°31'45" W, 83.43 feet (S 63°56'30" W, 83.46 feet D.O.R.) to an iron pin;

thence S 89°34'30" W, 202.23 feet (WEST 204.28 feet D.O.R.) to an iron pin on the eastern right-of-way line for North Meridian Road;

thence along said right-of-way N 1°10'57" W, 80.01 feet (N 07°13'30" W, 80.00 feet D.O.R.) to the TRUE POINT OF BEGINNING.

This parcel contains a calculated area of 14.97 acres, (15.02 acres D.O.R.)

The public streets shown on this plat of Lo Playa Manor Estates are hereby dedicated to the Public and the easements for public utilities and for any other use designated herein, and the right to use said easements is hereby reserved to the City of Meridian, Idaho, and for any other use designated herein, and the right to use said easements is hereby reserved to the City of Meridian, Idaho. All Lots within this plat will be eligible to receive water service from the City of Meridian's Municipal Water System, and the City has agreed in writing to serve all the Lots in this subdivision.

Walter P. Kirby  
President - Pioneer Investment, Inc.

Shirley B. Kirby  
Secretary - Pioneer Investment, Inc.

STATE OF IDAHO } ss  
COUNTY OF ADA }

## ACKNOWLEDGEMENT

On this 29th day of MARCH, 19 95, A.D., before me the undersigned, a Notary Public in and for said State, personally appeared Walter P. Kirby, known to me to be the President of Pioneer Investment, Inc., Shirley B. Kirby, known to me to be the Secretary of Pioneer Investment, Inc., and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my seal the day and year first above written.  
Residing in Boise, Idaho My Commission expires 12-99  
Karey L. Scott  
Notary Public for Idaho

## CERTIFICATE OF SURVEYOR

I, Terry R. Maw, do hereby certify that I am a professional surveyor, licensed by the State of Idaho, and that this plat of La PLAYA MANOR ESTATES 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 thereon, and is in conformity with State of Idaho Code relating to plats and surveys.

Terry R. Maw, Surveyor No. 984  
Boise, Idaho  
March 29, 1995

## CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or their agent.

John F. Smith, M.D.  
Central District Health Department

## ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ACCEPTANCE

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 29th day of July, 1995.

Ada County Highway District-Chairman  
James E. Brown

## APPROVAL OF CITY ENGINEER

I, Gary Dean Smith, City Engineer in and for the City of Meridian, Ada County, Idaho, hereby approve this plat of La PLAYA MANOR ESTATES.

Gary Dean Smith  
City Engineer Meridian, Idaho

## APPROVAL OF CITY COUNCIL

I, William G. Berry, Jr., City Clerk, in and for the City of Meridian, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council, held on the 2nd day of May, 1995, this plat of La PLAYA MANOR ESTATES was duly accepted and approved.

William G. Berry, Jr.  
City Clerk Meridian, Idaho

## CERTIFICATE OF COUNTY TREASURER

I, Shirley B. Kirby, County Treasurer, in and for the County of Ada, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Shirley B. Kirby  
County Treasurer  
Set 4, 1995

## CERTIFICATE OF COUNTY SURVEYOR

I, John Priestler, Registered Land Surveyor and Engineer for Ada County, Idaho, certify that I have checked the plat of La PLAYA MANOR ESTATES and find that it complies with the State of Idaho Code relating to plats and surveys.

John Priestler  
Ada County Surveyor

INSTRUMENT NO. 95072677  
STATE OF IDAHO } ss  
COUNTY OF ADA }

## COUNTY RECORDERS CERTIFICATE

I hereby certify that this plat of La PLAYA MANOR ESTATES was filed at the request of Walter P. Kirby at 10 minutes past 10 o'clock this 29th day of March, 1995 A.D., in my office and was duly recorded in Book 70 of Plats of Pages 7188 and 7189.  
Donna L. Howard  
Deputy  
Fee 11.00

ADA COUNTY RECORDER  
DAVID NAVARRO

2001 DE -6 PM 12:59

RECORDED - REQUEST OF

*La Playa Manor*  
FEE 27.00 DEPUTY *Harper*

101129140

*10/1/01*

**This sheet has been added to document to  
accommodate recording information**

**AMENDED BY-LAWS OF  
LA PLAYA MANOR ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I: MEETINGS**

**SECTION 1. PLACE OF MEETINGS:** All meetings of the Association shall be held in Meridian, Idaho at a place mutually agreeable or as stated in the notice of the meeting.

**SECTION 2. ANNUAL MEETINGS:** The annual meetings of owners for the election of directors, budget review and approval, assessment review and approval, and for the transaction of such other business as may come before the meeting shall be held on the second Wednesday of September each year.

**SECTION 3. FREQUENCY OF MEETINGS:** Meetings of the Association may be held quarterly, but must be held annually.

**SECTION 4. NOTICE OF MEETINGS:** Notice of all meetings shall be given to all owners entitled to vote at such meetings and to any other persons required by these By-Laws in writing at least fourteen (14) days prior to said meeting. All meetings shall be held at a time of day reasonably convenient to the owners. Notice shall be given at the members last known address appearing in the books of the Association or supplied by such member to the Association for the purpose of notice.

**SECTION 5. SPECIAL MEETINGS:** Special meetings may be called by any Director, Officer, or fifty-one percent (51%) of owners upon fourteen (14) days actual notice to other owners, but such notice may be waived by a majority of owners in the event of an emergency situation.

**SECTION 6. MEMBERSHIP:** Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any lot located within said property shall by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any occupied lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such lot subject to assessment by the Association.

Such ownership of any such lot shall be the sole qualification for becoming a member, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

**SECTION 7. VOTING RIGHTS:** Each member shall be entitled to cast one vote or fractional vote as set forth herein for each lot in which they hold the interest required for membership. Only one vote shall be cast with respect to each lot. The vote applicable to any lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provides otherwise, and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

**SECTION 8. QUORUM:** A quorum to conduct business shall be constituted by the presence of the owners or proxies of at least fifty-one percent (51%) of the total number of members of the Association. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting until a quorum as aforesaid shall be present or represented.

**SECTION 9. PROXIES:** Every owner entitled to vote may do so either in person or by written proxy duly

executed and filed with the Secretary of the Association and each owner shall sign such proxies as demanded by the initial Incorporators of the Association as set forth in the Article of Incorporation.

**SECTION 10. VOTING OF INTEREST BY OTHER HOLDERS:** Holders of a non-possessory security interest shall not be entitled to vote that interest. Interests held by an administrator, personal representative, guardian, conservator, or Trustee in Bankruptcy may be voted by him, either in person or by proxy, without a transfer of interest into his name.

**SECTION 11. IRRIGATION SYSTEM:** Owners of properties served by LA PLAYA MANOR ESTATES SUBDIVISION IRRIGATION SYSTEM shall have equal representation regarding matters related to this system only.

## **ARTICLE II. BOARD OF DIRECTORS**

**SECTION 1. GENERAL POWERS:** The business and affairs of the Association shall be managed by its Board of Directors.

**SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS:** The number of Directors of the Association shall be five (5) who shall be elected at the annual meeting of the members by a plurality vote, for a term of two (2) years except that in order to effect a staggering of terms, initially two (2) members shall be elected for a term of one (1) year. Each Director shall hold office from October 1 following his or her election and until September 30. No Director may hold office for more than two (2) consecutive terms. Directors shall be residents of the State of Idaho and need not be members of the Association.

**SECTION 3. REGULAR MEETINGS:** A regular meeting of the Board of Directors shall be held without other notice than these By-Laws immediately after and at the same place as the annual meeting of owners. The Board of Directors may provide by resolution the time and place, either within or without the State of Idaho, for the holding of additional regular meetings without other notice than such resolution.

**SECTION 4. SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Idaho, as the place for holding any special meeting of the Board of Directors called by them.

**SECTION 5. NOTICE:** Notice of any special meeting shall be given at least three (3) days previously thereto by written notice delivered personally or mailed to each Director at his or her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Postal System, so addressed with postage thereon prepaid. If notice were given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The consent in writing is signed by all the Directors attending the meeting or the attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

**SECTION 6. QUORUM:** Three (3) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**SECTION 7. MANNER OF ACTING:** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**SECTION 8. ACTION WITHOUT A MEETING:** Any action required or permitted to be taken by the Board of

Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

**SECTION 9. VACANCIES:** Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of any three of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the owners.

**SECTION 10. COMPENSATION:** Directors shall not be compensated except for actual costs incurred.

**SECTION 11. REMOVAL:** A Director of the Association, or the entire Board of Directors, may be removed by a majority vote of the owners without cause.

**SECTION 12. ARCHITECTURAL COMMITTEE:** The Board of Directors shall become the Architectural Committee as provided in the Declaration of Protective Restrictions and Covenants of LA PLAYA MANOR ESTATES SUBDIVISION upon the sale of the last lot in any future phases of LA PLAYA MANOR ESTATES SUBDIVISION.

### **ARTICLE III: OFFICERS**

**SECTION 1. OFFICERS:** The Officers of the Association shall be four (4), President, Vice President, Secretary, and Treasurer, elected by the Directors at the regular annual meeting of Board of Directors.

**SECTION 2. DUTIES:** The President shall preside at all meetings of the Association and the Board of Directors. The Vice President shall perform the duties of President when designated by the President. The Secretary shall keep all records of the Association, minutes of all meetings, the corporate seal, and other documents entrusted to said officer, and send notices, budgets, and statements to the members at least annually prior to the annual meeting. The Treasurer shall maintain the financial books, records, and accounts of the Association, receive and deposit all funds, co-sign all checks, cause annual audits of the Association by a Public Accountant, prepare budgets and statements of income and expenditures to be presented to the Board of Directors from time to time as requested and yearly to the members at the regular annual meeting.

**SECTION 3. POWERS:** The property, business, and affairs of the Association shall be managed routinely by the officers. The President shall ensure that the orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.

**SECTION 4. VACANCY OR REMOVAL:** A vacancy may be filled or an officer removed, by a majority vote of the Directors at any meeting called for that purpose.

**SECTION 5. EXECUTIVE MEETINGS:** Executive meetings of the Officers of the Association may be held as frequently as necessary to unanimously conduct the routine business of the Association.

### **ARTICLE IV: ASSOCIATION RECORDS AND REPORTS**

**SECTION 1. RECORDS:** The executive officers of the Association shall maintain adequate and correct books, records, and accounts of its business and properties, at a place designated by the President, and such shall be available upon request for inspection by any owner.

**SECTION 2. CHECKS, BANK ACCOUNTS, ETC.:** The Association may maintain such bank accounts in its

name as is deemed necessary, and all checks, transfers, or withdrawals shall be signed or endorsed by the President and Treasurer.

**SECTION 3. EXECUTION OF DOCUMENTS:** Except as otherwise provided in these By-laws or the Declarations, The Board of Directors may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of, and unless so authorized by the owners, no officer, agent, or employee shall have any power or authority to bind the Association contract or engagement, or to pledge its credit, or render it liable for any purpose or for any amount.

**SECTION 4. INSURANCE:** The Board of Directors are empowered to obtain appropriate liability, casualty, fire, errors or omissions, or other insurance to properly protect the actions of the Association or facilities maintained, owned, or controlled by the Association as a cost to the Association.

**SECTION 5. ANNUAL BUDGET:** The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of, or in connection with the maintenance and operation of common areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, care of grounds, repairs, renovations, plantings to common areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses, and liabilities incurred by the Association from a previous period, and the creating of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements

#### **ARTICLE V: GENERAL PROVISIONS**

**SECTION 1. NON-PROFIT ASSOCIATION:** This Association shall be for the sole purpose of managing and maintaining the Association property and shall not be for profit. Unless specifically authorized by the owners to do otherwise, the Association shall conduct its business affairs to maintain its status as a non-profit Association according to the rules and regulations of the Internal Revenue Service then in effect. The Association shall file all reports, returns, and other documents required by the IRS or any governmental body.

**SECTION 2. BINDING EFFECT:** These By-Laws, and any amendments or additions thereto, shall be binding upon all owners, their successors, heirs, and assigns, whether signatory hereto or not, and are deemed to be covenants which pass with the ownership interest and are binding to all successors in interest by acceptance of said interest, whether recited in the deed or other conveyance or not.

**SECTION 3. BOOKS AND RECORDS:** The books, papers, and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any person designated in writing by the member to act on his behalf. A party may upon paying a reasonable cost, obtain a copy of any documents or writings of the Association.

**SECTION 4. SUPPLEMENT TO DECLARATIONS:** These By-Laws are supplementary to the authority granted to the Association by the Restrictive Covenants as specified in the Articles of Incorporation and shall not restrict, limit, or obligate any authority declared therein. In the event of a conflict, these By-Laws as currently drafted or hereafter amended shall not invalidate or circumvent the Restrictive Covenants.

**SECTION 5. AMENDMENTS:** The By-Laws of the Association may be amended or repealed and new By-Laws may be adopted in accordance with Section (4) above by the two-thirds (2/3) vote of the owners, and by recording said amended By-Laws as required by law.

## **ARTICLE VI: COMMON AREAS**

**SECTION 1. OPERATION AND MAINTENANCE:** The Association shall operate, control, and maintain any common areas. The Association shall be responsible for the repairs, upkeep, maintenance, normal servicing, gardening, rules and regulations for use, care and safety, annual planting of flowers (if any), and payment of bills and related expenses for any common area, irrigation system, trees, shrubs and drainage systems.

**SECTION 2. DEDICATION AND TRANSFER:** The Association shall have the right to dedicate or transfer all or any part of the common areas to any public entity, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition to transfer shall be effective unless authorized by members entitled to cast two-thirds (2/3) of the majority of the votes at a special or general member's meeting, and an instrument signed by the President and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every member not less than fifteen (15) days nor more than thirty (30) days prior to such dedication or transfer and the Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for a period not exceeding thirty (30) days for each infraction of its published rules and regulations.

## **ARTICLE VII: ASSOCIATION ASSESSMENTS**

**SECTION 1. AGREEMENT OF PAYMENT:** Each owner of any lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association all assessments as set by the Association.

**SECTION 2. PURPOSE OF ASSESSMENT:** The assessments levied by the Association shall not be used for any purpose other than the improvement and maintenance of the common areas including fences, lights, landscaping, clubhouse, irrigation system and drainage system. Subject to the above provision, the Board of Directors shall determine the use of assessment proceeds.

**SECTION 3. TYPES OF ASSESSMENTS:** The Association is authorized to establish and collect a regular assessment from its members. In addition to the regular assessments, the Association may levy in any given year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, or replacement of a capital improvement.

**SECTION 4. APPROVAL OF ASSESSMENTS:** The amount of all assessments shall be set by the Board of Directors and approved at the annual business meeting of the members of the Association provided the assent of a two-thirds (2/3) majority of the complete votes represented by those members who are voting in person or by proxy at the meeting is obtained.

All regular and special assessments must be fixed at a uniform rate for all occupied lots and may be collected on an annual, quarterly, or monthly basis at the discretion of the Board of Directors.

The regular and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land, and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such 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 such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed.

**SECTION 5. CERTIFICATES OF PAYMENT:** The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a



particular lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payments of any assessments therein states to have been paid.

**SECTION 6. DELINQUENT ASSESSMENTS:** Any assessments, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum.

The Secretary of the Association shall file in the office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs, expenses and reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of the County Recorder of Ada County, Idaho, until the same has been paid or released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs, and disbursements, including attorneys fees of the Declarant or of the Association as the case may be, of processing, and if necessary, enforcing such liens, all of which expense, costs, disbursements, and attorney's fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements, and fees on appeal, and such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for therein by non-use of Common Areas or abandonment of his lot.

The sale or transfer of any lot or any other part of said property shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

**SECTION 7. EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties expressly dedicated to and accepted by a local public authority.
- (b) Any other properties owned by the Association.

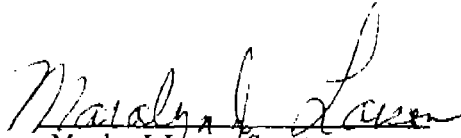
**SECTION 8. ADA COUNTY HIGHWAY DISTRICT REGULATIONS:** Notwithstanding that the Association is obligated to maintain the common area and facilities contained therein as defined herein and within the Articles of incorporation of the Association, it is hereby provided that Ada County Highway District (ACHD), may elect to maintain any part or facility of the common area defined herein should the Association fail to maintain same.

In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the defined common area or facility, ACHD shall, before undertaking maintenance of said common area, provide written notice of its intention to begin maintenance of the defined common area or facility within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the defined common area or facility to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake maintenance of the defined common area or facility. 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 defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall be entitled to and empowered to file a ratable lien against all lots with LA PLAYA MANOR ESTATES SUBDIVISION with power of sale as to and every lot to secure payment of any and all assessments levied against any and all lots in LA PLAYA MANOR ESTATES SUBDIVISION pursuant to this Master Declaration, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD in connection therein. ACHD may exercise their rights under

Idaho Code by assessing the lot owners and certifying those assessments in the manner as real property tax. This section shall not be amended without prior written approval from ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and facilities contained therein without the prior written approval from ACHD. The Association and all lot owners by accepting title to a lot, agree that all lot owners within LA PLAYA MANOR ESTATES SUBDIVISION are benefited property owners for purposes of this section.

LaPlaya Manor Estates Homeowners Association. Inc.

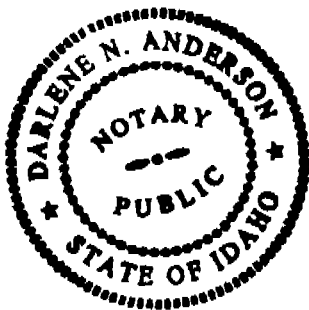
  
Dale A. VonSteen, President

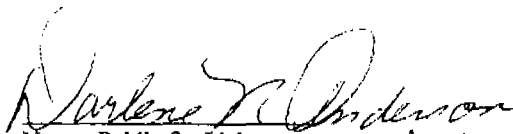
  
Maralyn J. Larson, Secretary

STATE OF IDAHO            )  
                                      )ss  
COUNTY OF ADA        )

On this day of 6<sup>th</sup> day of DEC, in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Dale A. VonSteen and Maralyn J. Larson, known to me to be the President and Secretary, respectively, of LaPlaya Manor Estates Homeowners Association, Inc. whose names are subscribed to the within instrument, and acknowledged to me that the said Corporation executed the same.

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



  
Notary Public for Idaho  
Residing at Meredian Id.  
My Commission expires 2-15-07

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**DECLARATION OF PROTECTIVE  
RESTRICTIONS AND COVENANTS  
LA PLAYA MANOR ESTATES SUBDIVISION**

**I**

**KNOWN ALL MEN BY THESE PRESENTS**, That the undersigned does hereby certify and declare:

That Pioneer Investment, Inc., an Idaho Corporation, is the owner in fee simple of the following described real property, located in Ada County, Idaho:

All of the lots in **LA PLAYA MANOR ESTATES SUBDIVISION**, according to the official plat thereof, on file in the office of the Recorder of Ada County, State of Idaho, as shown by Book 70 of Plats at Pages 7187 and 7188, records of Ada County, Idaho.

**II**

**PROPERTY USE RESTRICTIONS**

**LA PLAYA MANOR ESTATES SUBDIVISION** is intended to provide housing for the senior citizens where people can own their own homes on their own lots in a secluded area with limited access, with property use restrictions designed to enhance the peace and comfort of its residents. To that end, the following restrictions shall be applicable to the properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

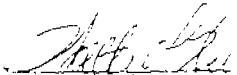
- A. **LOT USE:** All Lots shall be used for single family residential purposes except the club house lot. The Owner of each lot shall complete construction of a Dwelling Unit as permitted herein with two (2) years after the date of the first conveyance of a lot to an Owner by Declarant.

To the extent permitted by law, The Fair Housing Amendments Act of 1988 (Section 807/24 CFR 100.300 et seq.), no person may regularly reside upon or occupy a Lot unless at least one (1) person fifty-five (55) years of age or older regularly resides upon or occupies said Lot. Occupancy by one (1) person at least fifty-five (55) or over shall not be required in the event the fifty-five (55) or over occupant dies and leaves a younger spouse or other occupant under the age of fifty-five (55). Such occupancy shall be permitted only if said residency or occupancy does not result in less than 80% of the then occupied Lots being occupied by at least one person fifty-five (55) years of age or older.

Temporary variance from the minimum age limitation may be permitted by the Board under the following conditions:

1. An older resident living alone requires care by a younger relative.

Pioneer Investment, Inc.

  
Walter P. Kirby, Pres.

STATE OF IDAHO  
COUNTY OF ADA

On this 22 day of  
said State, personally  
Secretary, respective  
and acknowledged:

IN WITNESS WHEREOF  
day and year in this



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2. When Residents suddenly find themselves legally responsible for the care and housing of immediate family members.

### III

That all of the real property and all lots, parcels, or tracts thereof, and any conveyance describing all or any part hereof, either by reference to the official plat of said subdivision or by a number of designations therein, or otherwise, shall be subject to the restrictions, covenants, reservations, and conditions herein expressed and set forth, and that by the acceptance of such conveyance, assignment, or transfer of interest, the grantee or grantees and their heirs, executors, administrators, successors, and assigns, and each of them, agree with each other as to the property so described or conveyed in or by such conveyance, as follows:

- A. **ASSOCIATION:** Where "Association" is referred to in this document, it shall mean and refer to the LA PLAYA MANOR ESTATES SUBDIVISION HOME OWNER'S ASSOCIATION, INC., an Idaho non-profit corporation, its successors and assigns.
- B. **BUILDING RESTRICTIONS:** All lots in said subdivision shall be known and described as residential lots, except the club house lot and be restricted to single family dwellings which may include; duplex, zero lot line dwellings. No structure shall be erected upon any residential building site other than residential dwellings and accessory buildings, none of which shall exceed two (2) stories in height.
- C. **TYPE OF BUILDING:** All buildings shall be of frame, stone, brick, concrete, or block construction and, if other than brick or stone, shall be finished and painted and kept in good repair, and said property shall be used in such manner as to be inoffensive to any other property owners. All building plans shall be approved by the Architectural Control Committee.
- D. **MINIMUM BUILDING SIZE:** All residential single family dwelling buildings erected upon said property, shall have a minimum floor area of not less than 1,200 square feet on the ground floor, minimum square foot for one-half (1/2) duplex unit 800 square foot per side (exclusive of garages, carports, patios, breezeways, storage rooms, porches, and similar structures), except two (2) story houses shall have not less than 750 square feet on each floor, and a minimum of a double-car garage is mandatory for each single-family unit; that zero lot line duplexes are allowed as townhouses and meet the Fire & Life Safety Codes.
- E. **BUILDING LOCATION:** No dwelling house, garage, nor any part thereof, nor any other structures (exclusive of fences and similar structures) shall be placed nearer than twenty (20) feet to the front nor nearer than fifteen (15) feet to the rear of the building site on which it is located. No building foundation or wall shall be erected with less than a five (5) foot per story side yard of the house; except, buildings on corner lots shall be at least twenty (20) feet from the side street.

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As to all improvements, construction, and alterations upon building sites, the Architectural Control Committee shall have the right to refuse to approve any design, plan, floor area, or color for such improvements, construction, or alterations which is not suitable or desirable in the opinion of a majority of said Committee for any reason, aesthetic or otherwise, and in so passing upon such designs the Committee shall have the right to take under consideration the suitability of the proposed building or other structure, and the material of which it is to be built and to the exterior color scheme, to the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the

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On zero lot line, duplex units, no building foundation or walls shall be erected with less than (5) foot side yard on one side of the unit.

For the purpose of this covenant, eaves, steps, and gutters shall not be considered as a part of the building: PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a building or any side to encroach upon any other site. Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house.

**F. BUILDING SITE:** A building site shall consist of:

1. A minimum of one (1) of the residence tracts as platted in said plat, and as described in a deed or conveyance; or
2. A parcel composed of portions of one (1) or more such residence tracts, the depth and frontage of said parcel shall equal or exceed the depth and frontage of platted residence tracts as platted in the same block, with the minimum dimensions and areas being in conformance with the requirements of Subdivision and Zoning Ordinances effective at that date.

**G. MOVING OF BUILDINGS - CONSTRUCTION OF OUTBUILDINGS:** No building or structure shall be moved onto said real property from any land outside of said plat. No trailer houses shall be parked in any street, or within building setback lines. No trailer, basements, tent, shake, garage, barn, or other outbuilding erected on a tract shall be at any time used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other similar small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.

**H. PROSECUTION OF CONSTRUCTION WORK:** The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from time of commencement thereof until such dwelling and associated structures are fully completed and painted. All structures shall be completed as to external appearance, including painting, within eight (8) months from the date of commencement of construction, unless prevented by causes beyond the control of the owner or builder and only for such time as that cause continues.

**I. OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

**J. EXCAVATION, DEFACING OF LANDSCAPE, DITCHES:** No excavation for stone, sand, gravel, earth, or minerals shall be made upon a building site unless such excavation is necessary in

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That the owner of said real property, hereinabove described, reserves unto itself, its successors and assigns, or for public dedication by the owner, its successors and assigns, a ten (10) foot easement across and along the street lines of all lots and a fifteen (15) foot easement along the rear lot lines of each said lots for the purpose of constructing water mains, electric distribution lines, irrigation ditches, sewer lines, gas pipelines, and such other public utilities as shall be necessary, convenient, and desirable for the Grantees and owners of said lots and parcels henceforth. The easement area for each lot and all improvements in it shall be

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connection with the erection of an improved structure thereon. No irrigation drain or waste water shall be permitted to flow in open ditches to or on any lot in said subdivision.

- K. REFUSE DISPOSAL - MATERIAL STORAGE:** No machinery, appliance, structure or unsightly material, junked or dilapidated vehicles, or automobile parts may be stored upon any piece, parcel, or portion of said subdivision. No trash, garbage, ashes, or other refuse may be thrown, dumped, or otherwise disposed of upon the real property. No building materials shall be placed upon the building site until the Grantee or builder is ready and able to commence construction, and then such materials shall be placed within the property line of the building site upon which the structure is to be erected. The undersigned shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, bush, growth, or refuse.
- L. FENCES - HEDGES:** No fence, hedge, berm, or boundary wall situated anywhere upon any building site shall have a height greater than that allowed by the local controlling ordinance, but in no event shall it be greater than six (6) feet in height, behind the building front or side street setback lines, above the finished graded surface on the street side sidewalks or the ground upon which such fence, hedge, berm, or wall is situated, except, if on a berm the height of the berm shall be deducted from the otherwise allowed height. No fence, hedge, berm, or wall shall be constructed in front of the front side street setback lines greater than four (4) feet in height if open chain link fence or three (3) feet in height if solid fence; except, if on a berm the height of the berm shall be deducted from the allowed height of the fence. No fence, berm, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and eight (8) feet above the roadways 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 point thirty (30) feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line within the edge of a driveway, or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage lien is maintained a sufficient height to prevent obstruction of such sight lines.
- M. LANDSCAPING - REQUIREMENTS:** Landscaping of front and back yard is to be completed within thirty (30) days of substantial completion of home or within thirty (30) days of occupancy, whichever is earlier, to include sod in the front and back yard, automatic sprinkler system, front and back yard, one flowering tree of at least one and one-half inch (1.5") caliper or conifer tree of at least six (6) feet in height, three (3) five gallon plants, and five (5) one gallon shrubs. Berms and sculptured planting areas are encouraged. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Committee.

Each homeowner is required to have a photo-sensitive pole light, wired to breaker panel, installed in the front yard within fifteen (15) feet of the front property line, designed to switch on automatically at sunset and off at sunrise with a minimum bulk power of 40 watts.

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IX

That these Protective Restrictions and Covenants shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part

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- N. NOXIOUS USE OF PROPERTY - SPITE FENCES:** No portion of the real property nor of a building site nor any structure thereon shall be used for the conduct of any trade, business, or professional activities. Noxious or undesirable acts or undesirable use of any portion of the real property is prohibited and shall not be permitted or maintained. The determination of the undersigned owner that any activity or use is undesirable or noxious shall be conclusive upon all parties.

The construction or maintenance of a spite fence or spite tree shall be prohibited upon any building site. The determination by the undersigned owner that any wall, fence, hedge, or tree falls within the latter category shall be conclusive upon all parties.

- O. GENERAL APPEARANCE AND NEATNESS OF PROPERTY:** No recreational vehicles nor other vehicles larger than a three-quarter (¾) ton pickup shall be parked on any lot in LA PLAYA MANOR ESTATES SUBDIVISION nearer the street than the front line of the dwelling, or in the street right-of-way. For the purposes of the Protective Restrictions and Covenants, recreational vehicles shall include, but not be limited to: boats, campers, motor homes, snowmobiles, motorcycles, and race cars. All maintenance work performed on the above vehicles or personal automobiles shall be done inside the garage with the doors closed. No vehicle shall be parked in the street over night.

All Grantees in LA PLAYA MANOR ESTATES SUBDIVISION shall maintain their property in a neat and orderly fashion. A front yard light and landscaping must be installed within thirty (30) days from the time the dwelling is occupied, unless weather does not allow for installation, and must be maintained and watered. It shall be the responsibility of the householder to install the front yard light and landscaping. All Grantees shall maintain the dwelling in good repair and appearance and shall not allow the buildings, fences, landscaping, or any other part of the property to have a shoddy appearance.

- P. BILLBOARDS - SIGNS:** No sign of any kind shall be displayed to the public view on any residential building site except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
- Q. ANIMALS:** No livestock, excepting dogs and cats, shall be permitted at any time upon the real property of the subdivision. Dogs and cats are permitted (no more than two) and only as pets, and no boarding or commercial enterprises will be permitted. Habitually noisy dogs shall not be permitted. No dogs shall be allowed to run at large.
- R. ANTENNAE:** Installation of radio and/or TV. antennae is prohibited outside any building. Installation of satellite dishes is also prohibited without written permission from the Architectural Control Committee.



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**S. PRESSURIZED IRRIGATION SYSTEM:** As required by Settlers Irrigation District, the Developer will provide pressurized irrigation water to each homeowner all common areas in La Playa Manor Estates.

**A. Purpose:** Pressurized irrigation systems are designed and provided as a supplementary system. They are not capable of meeting all water requirements, especially during high demand months of July and August. The systems are not intended for year round water requirements.

**B. Restrictions:**

1. Water is provided for exterior use only. i.e. Lawns, gardens, etc.
2. System can not be cross connected to city water supply.
3. Not potable water: This is irrigation water only and should not be consumed by mouth under any circumstances.

**C. Limitations:**

1. Amount of available water is limited by Settlers Irrigation District. Allotment to this line is not unlimited availability.
2. Availability of irrigation water is also determined by yearly allotment. Normal irrigation season is May through September - October.
3. **LA PLAYA MANOR ESTATES HOMEOWNER'S ASSOCIATION, INC.** must establish a rotation schedule for daily and hourly use for each lot and common areas.
4. Homeowner will be required to set automatic timers as per watering schedule.
5. Additional water demands during peak watering times will be the homeowners responsibility using domestic water supply (City Water) if necessary.

#### IV

That no building shall be erected placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, hereinafter designated, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved, as provided in Paragraph (V) hereof.

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As to all improvements, construction, and alterations upon building sites, the Architectural Control Committee shall have the right to refuse to approve any design, plan, floor area, or color for such improvements, construction, or alterations which is not suitable or desirable in the opinion of a majority of said Committee for any reason, aesthetic or otherwise, and in so passing upon such designs the Committee shall have the right to take under consideration the suitability of the proposed building or other structure, and the material of which it is to be built and to the exterior color scheme, to the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view on surrounding building sites, and any and all factors which in the opinion of a majority of the Committee shall effect the desirability or suitability of such proposed structure, improvement or alteration. Actual construction shall comply with the plans and specifications as approved and shall not commence prior to the receipt of the written approval or expiration of the time period provided herein for the granting of such approval by the Architectural Control Committee.

## V

The Architectural Control Committee is composed of James M. Rees, 8380 W. Brookview Drive, Boise, Idaho 83709; Charles H. Watts, 214 Old Quarry Way, Boise, Idaho 83709; and Stephanie Watts, 214 Old Quarry Way, Boise, Idaho 83709. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At the time one hundred percent (100%) of the building tracts or lots in LA PLAYA MANOR ESTATES SUBDIVISION have been initially occupied, the then owners of the building tracts or lots shall elect resident property owners as the members of the Architectural Control Committee to replace those persons, or their replacements, named above. Such election may be by a general meeting or a written ballot circulated to all residents, with the three persons receiving the most votes deemed elected. A written instrument setting forth the results of the election shall be duly recorded in the office of the Recorder of Ada County, Idaho. At any time thereafter, the then record owners of a majority of the lots as shown on the plat of the subdivision shall have the power, through a duly recorded instrument, to change the membership of or to withdraw from, the Committee or restore to it any of its powers and duties. No member of the Committee duly appointed or elected shall incur liability by reason of any act or omission in exercising the duties herein established for such committee.

## VI

That the Architectural Control Committee's approval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required of such Committee and the related covenants shall be deemed to have been fully complied with.

## VII

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That the owner of said real property, hereinabove described, reserves unto itself, its successors and assigns, or for public dedication by the owner, its successors and assigns, a ten (10) foot easement across and along the street lines of all lots and a fifteen (15) foot easement along the rear lot lines of each said lots for the purpose of constructing water mains, electric distribution lines, irrigation ditches, sewer lines, gas pipelines, and such other public utilities as shall be necessary, convenient, and desirable for the Grantees and owners of said lots and parcels henceforth. The easement area for 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 company is responsible. No structure, planting, or other materials shall be placed or permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements.

An easement is hereby granted to the Idaho Power Company, a corporation, its licenses, successors and assigns, a permanent and perpetual easement, sufficient in width to install and maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter described, at all reasonable times to construct, maintain, and repair underground power lines through, under, and across said lands; together with the right, at the sole expense of the Idaho Power Company, to excavate and refill ditches and trenches for the location of said power line, and the further right to remove trees, bushes, sod, flowers, shrubbery, and other obstructions and improvements interfering with the location, construction and maintenance of said power lines on and across the following premises belonging to the said owner in Ada County, State of Idaho.

The Architectural Control Committee, hereinabove designated, shall constitute a committee, subject to the aforementioned ordinances and rules and regulations of the various Planning and Zoning Commissions having jurisdiction, to determine and designate the location upon such easements of all irrigation ditches, pole lines, sewer lines, and other public utilities distribution lines, which designation shall be effective to vest the right to utilize such easement areas. This Committee shall exist in perpetuity, and in the event of vacancy by resignation or death, the remaining members of the Committee shall fill such vacancy by appointment of an owner of property within this subdivision to such Committee.

### VIII

**LA PLAYA MANOR ESTATES SUBDIVISION HOME OWNER'S ASSOCIATION, INC.:** The Association is formed to provide for ownership, management, maintenance, and operation of the surface drainage disposal system and pressurized irrigation system as shown on the official plats and construction drawings of LA PLAYA MANOR ESTATES SUBDIVISION, together with Lot 21, Block 1 which is designated a common lot, club house and recreational lot. The Association has duties and obligations not covered in this Declaration, and are set forth in the Articles and By-Laws of the Association recorded in the Office of the Recorder of Ada County, Idaho which by reference herein become part of this Declaration. The Association has the authority to assess the lots for the operation and maintenance of the above mentioned systems; however, the Association does not have any power to assess the residential lots of the Subdivision for any other purpose whatsoever.

LA PLAYA MANOR ESTATES SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS

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IX

That these Protective Restrictions and Covenants shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof for a period of twenty (20) years from the date this document is recorded, at which time said Protective Restrictions and Covenants shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two-thirds ( $\frac{2}{3}$ ) of the platted residence tracts or platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said Protective Restrictions and Covenants, and such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the Office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain property references by volume and page numbers to the record of the plat and the record of the Declaration in which these Protective Restrictions and Covenants are set forth and all amendments hereof.

X

That should any Grantee violate or attempt to violate any of the provisions of these Protective Restrictions and Covenants, the LA PLAYA MANOR ESTATES SUBDIVISION HOME OWNER'S ASSOCIATION, INC., or any person or persons owning any real property embraced in the said subdivision plat, shall have full power and authority to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any of the said Protective Restrictions and Covenants, and either to prevent him, or her, or them from so doing or to recover damages sustained by reason of such violation.

XI

That the invalidation of any provision, sentence, or paragraph contained in these Protective Restrictions and Covenants by judgement or court order shall in no way effect or invalidate any of the other provisions, sentences, or paragraphs of said Protective Restrictions and Covenants, but the same shall be and remain in full force and effect.

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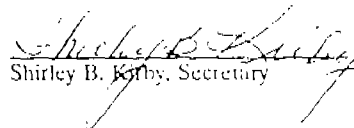
ADA CO RECORDER  
J. DAVID WATERS  
BOISE ID

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NOTARY

  
Walter P. Kirby, President

  
Shirley B. Kirby, Secretary

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STATE OF IDAHO )

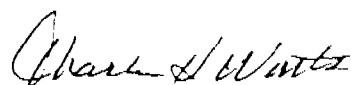
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COUNTY OF ADA )

On this 27 day of Nov, in the year 95, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter P. Kirby and Shirley B. Kirby, known to me to be the President and Secretary, respectively, of Pioneer Investment, Inc. whose names are subscribed to the within instrument and acknowledged to me that the said Corporation executed the same.

IN WITNESS WHEREOF, the undersigned, I have hereunto set my hand and affixed my seal this 27 day and year in this certificate first above written.



  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission expires: 7-19-97

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**BY-LAWS OF  
LA PLAYA MANOR ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I: MEETINGS**

**SECTION 1. PLACE OF MEETINGS:** All meetings of the Association shall be held in Meridian, Idaho at a place mutually agreeable or as stated in the notice of the meeting.

**SECTION 2. ANNUAL MEETINGS:** The annual meetings of owners for the election of officers, directors, and for the transaction of such other business as may come before the meeting shall be held on the second Tuesday of July of each year.

**SECTION 3. FREQUENCY OF MEETINGS:** Meetings of the Association may be held quarterly, but must be held semi-annually.

**SECTION 4. NOTICE OF MEETINGS:** Notice of all meetings shall be given to all owners entitled to vote at such meetings and to any other person required by these By-Laws in writing at least five (5) days prior to said meeting, but such notice may be waived either before or after the holding of the meeting. All meetings shall be held at a time of day reasonably convenient to the owners. Notice shall be given at the members last known address appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.

**SECTION 5. SPECIAL MEETINGS:** Special meetings may be called by any owner upon twenty-four hours (24) actual notice to the other owners, but such notice may be waived by all owners in the event of an emergency situation.

**SECTION 6. MEMBERSHIP:** Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any lot located within said property shall by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any occupied lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such lot subject to assessment by the Association.

Such ownership of any such lot shall be the sole qualification for becoming a member, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

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LA PLAYA MANOR ESTATES SUBDIVISION BY LAWS OF HOME OWNERS ASSOCIATION

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and regulations of the Internal Revenue Service then in effect. The Association shall file all reports, returns, and other documents required by the IRS or any governmental body.

**SECTION 2. BINDING EFFECT:** These By-Laws, and any amendments or additions thereto, shall be binding upon all owners, their successors, heirs, and assigns, whether signatory hereto or not, and are deemed to be covenants which pass with the ownership interest and are binding to all successors in interest by acceptance of said interest, whether by deed or otherwise.

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**SECTION 7. VOTING RIGHTS:** Each member shall be entitled to cast one vote or fractional vote as set forth herein for each lot in which they hold the interest required for membership. Only one vote shall be cast with respect to each lot. The vote applicable to any lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provides otherwise, and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

**SECTION 8. QUORUM:** A quorum to conduct business shall be constituted by the presence of the owners or proxies of at least twenty percent (20%) of the total number of members of the Association. There shall be no quorum unless all units are represented by at least a one-half (½) interest owner. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or represented.

**SECTION 9. PROXIES:** Every owner entitled to vote may do so either in person or by written proxy duly executed and filed with the Secretary of the Association and each owner shall sign such proxies as demanded by the initial Incorporators of the Association as set forth in the Article of Incorporation.

**SECTION 10. VOTING OF INTEREST BY OTHER HOLDERS:** Holders of a non-possessory security interest shall not be entitled to vote that interest. Interests held by an administrator, personal representative, guardian, conservator, or Trustee in Bankruptcy may be voted by him, either in person or by proxy, without a transfer of interest into his name.

**SECTION 11. IRRIGATION SYSTEM:** Owners of properties served by LA PLAYA MANOR ESTATES SUBDIVISION IRRIGATION SYSTEM shall have equal representation regarding matters related to this system only.

## ARTICLE II: BOARD OF DIRECTORS

**SECTION 1. GENERAL POWERS:** The business and affairs of the Association shall be managed by its Board of Directors.

**SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS:** The number of Directors of the Association shall be three (3) who shall be elected at the annual meeting of the members by a plurality vote, for a term of one (1) year. Each Director shall hold office until the next annual meeting of owners and until his or her successor shall have been elected and qualified. Directors shall be residents of the State of Idaho and need not be members of the Association.

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LA PLAYA MANOR ESTATES SUBDIVISION BY-LAWS OF HOME OWNERS ASSOCIATION

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notice of proposed action is sent to every member not less than fifteen (15) days nor more than thirty (30) days prior to such dedication or transfer; and the Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for a period not exceeding thirty (30) days for each infraction of its published rules and regulations.

## ARTICLE VII: ASSOCIATION ASSESSMENTS

**SECTION 3. REGULAR MEETINGS:** A regular meeting of the Board of Directors shall be held without other notice than these By-Laws immediately after and at the same place as the annual meeting of owners. The Board of Directors may provide by resolution the time and place, either within or without the State of Idaho, for the holding of additional regular meetings without other notice than such resolution.

**SECTION 4. SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Idaho, as the place for holding any special meeting of the Board of Directors called by them.

**SECTION 5. NOTICE:** Notice of any special meeting shall be given at least three (3) days previously thereto by written notice delivered personally or mailed to each Director at his or her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Postal System, so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The consent in writing is signed by all the Directors attending the meeting or the attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

**SECTION 6. QUORUM:** Two Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**SECTION 7. MANNER OF ACTING:** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**SECTION 8. ACTION WITHOUT A MEETING:** Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

**SECTION 9. VACANCIES:** Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the two remaining directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the owners.

the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed.

**SECTION 5. CERTIFICATES OF PAYMENT:** The Association shall cause to be prepared



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**SECTION 10. COMPENSATION:** Directors shall not be compensated except for actual costs incurred.

**SECTION 11. REMOVAL:** A Director of the Association, or the entire Board of Directors, may be removed by a majority vote of the owners without cause.

**SECTION 12. ARCHITECTURAL COMMITTEE:** The Board of Directors shall become the Architectural Committee as provided in the Declaration of Protective Restrictions and Covenants of LA PLAYA MANOR ESTATES SUBDIVISION upon the sale of the last lot in any future phases of LA PLAYA MANOR ESTATES SUBDIVISION.

### ARTICLE III: OFFICERS

**SECTION 1. OFFICERS:** The officers of the Association shall be two, President and a Secretary-Treasurer, elected by the owners. Each lot or dwelling may have no more than one officer elected from its owners.

**SECTION 2. DUTIES:** The President shall preside at all meetings of the Association and the Board of Directors. The Secretary-Treasurer shall maintain the minutes, books and records, accounts of the Association, and give notice of meetings as required. The Secretary-Treasurer shall keep all records of the Association, minutes of all meetings, the corporate seal, receive and deposit all funds, sign all checks and other documents on behalf of the Association, cause annual audits of the Association by a Public Accountant, prepare budgets and statements of income and expenditures to be presented to the Board of Directors from time to time as requested and yearly to the members at the regular annual meeting, and send notices, budgets, and statements to the members at least annually prior to the annual meeting.

**SECTION 3. POWERS:** The property, business, and affairs of the Association shall be managed routinely by the officers. The President shall ensure that the orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.

**SECTION 4. VACANCY OR REMOVAL:** A vacancy may be filled, or an officer removed, by a majority vote of the owners at any meeting called for that purpose.

**SECTION 5. EXECUTIVE MEETINGS.** Executive meetings of the Officers of the Association may be held as frequently as necessary to unanimously conduct the routine business of the Association.

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LA PLAYA MANOR ESTATES SUBDIVISION BY LAWS OF HOME OWNERS ASSOCIATION

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- (a) All properties expressly dedicated to and accepted by a local public authority.
- (b) Any other properties owned by the Association.

**SECTION 3. ADA COUNTY HIGHWAY DISTRICT REGULATIONS** The Association shall ensure that the Association is obligated to maintain the property in accordance with the regulations of the ADA County Highway District.

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#### ARTICLE IV: ASSOCIATION RECORDS AND REPORTS

**SECTION 1. RECORDS:** The executive officers of the Association shall maintain adequate and correct books, records, and accounts of its business and properties, at a place designated by the President, and such shall be available upon request for inspection by any owner.

**SECTION 2. CHECKS, BANK ACCOUNTS, ETC.:** The Association may maintain such bank accounts in its name as is deemed necessary, and all checks, transfers, or withdrawals shall be signed or endorsed by the President and Secretary-Treasurer.

**SECTION 3. EXECUTION OF DOCUMENTS:** Except as otherwise provided in the applicable laws or the Declarations, The Board of Directors may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of, and unless so authorized by the owners, no officer, agent, or employee shall have any power or authority to bind the Association contract or engagement, or to pledge its credit or tender of cash for any purpose or for any amount.

**SECTION 4. INSURANCE:** The Board of Directors are empowered to cause the Association to obtain liability, casualty, fire, errors or omissions, or other insurance to protect itself against the loss of the Association or facilities maintained, owned, or controlled by the Association, and to pay the cost thereof to the Association.

**SECTION 5. ANNUAL BUDGET:** The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other such expenses for the Association's next fiscal year and which shall be sufficient to provide for the estimated expenses and outlays of the Association for the next calendar year, growing out of, or in connection with the maintenance and operation of common areas and improvements, and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, care of grounds, repairs, renovations, paintings to common areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses, and salaries incurred by the Association from a previous period, and the creating of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements.

#### ARTICLE V: GENERAL PROVISIONS

**SECTION 1. NON-PROFIT ASSOCIATION:** This Association shall be for the sole purpose of managing and maintaining the Association property and shall not be for profit. Unless specifically authorized by the owners to do otherwise, the Association shall conduct its business affairs to maintain its status as a non-profit Association according to the rules

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and regulations of the Internal Revenue Service then in effect. The Association shall file all reports, returns, and other documents required by the IRS or any governmental body.

**SECTION 2. BINDING EFFECT:** These By-Laws, and any amendments or additions thereto, shall be binding upon all owners, their successors, heirs, and assigns, whether signatory hereto or not, and are deemed to be covenants which pass with the ownership interest and are binding to all successors in interest by acceptance of said interest, whether recited in the deed or other conveyance or not.

**SECTION 3. BOOKS AND RECORDS:** The books, papers, and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any person designated in writing by the member to act on his behalf. A party may upon paying a reasonable cost, obtain a copy of any documents or writings of the Association.

**SECTION 4. SUPPLEMENTARY TO DECLARATIONS:** These By-Laws are supplementary to the authority granted to the Association by the Restrictive Covenants as specified in the Articles of Incorporation and shall not restrict, limit, or abrogate any authority declared therein. In the event of a conflict, these By-Laws as currently drafted or hereafter amended shall not invalidate or circumvent the Restrictive Covenants.

**SECTION 5. AMENDMENTS:** The By-Laws of the Association may be amended, repealed and new By-Laws may be adopted in accordance with Section (4) above by the two-thirds (3/5) vote of the owners, and by recording said amended By-Laws as required by law. Any amendment to the By-Laws shall be subject to approval by Housing and Urban Development or the Veterans Administration as long as Pioneer Investments own more than twenty-five percent (25%) of the lots in the Association.

#### ARTICLE VI: COMMON AREAS

**SECTION 1. OPERATION AND MAINTENANCE:** The Association shall operate, control, and maintain any common areas. The Association shall be responsible for the repairs, upkeep, maintenance, normal servicing, gardening, rules and regulations for use, care and safety, annual planting of flowers (if any), and payment of bills and related expenses for any common area, irrigation system, trees, shrubs and drainage systems.

**SECTION 2. DEDICATION AND TRANSFER:** The Association shall have the right to dedicate or transfer all or any part of the common areas to any public entity, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition to transfer shall be effective unless authorized by members entitled to cast two-thirds (3/5) of the majority of the votes at a special or general member's meeting, and an instrument signed by the President and Secretary-Treasurer has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written

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notice of proposed action is sent to every member not less than fifteen (15) days nor more than thirty (30) days prior to such dedication or transfer; and the Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for a period not exceeding thirty (30) days for each infraction of its published rules and regulations.

#### ARTICLE VII: ASSOCIATION ASSESSMENTS

**SECTION 1. AGREEMENT OF PAYMENT:** Each owner of any lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association all assessments as set by the Association.

**SECTION 2. PURPOSE OF ASSESSMENT:** The assessments levied by the Association shall not be used for any purpose other than the improvement and maintenance of the fences, lights, club house, landscaped common areas, irrigation system, and drainage system. Subject to the above provision, the Board of Directors shall determine the use of assessment proceeds.

**SECTION 3. TYPES OF ASSESSMENTS:** The Association is authorized to establish and collect a regular assessment from its members. In addition to the regular assessments, the Association may levy in any given year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, or replacement of a capital improvement.

**SECTION 4. APPROVAL OF ASSESSMENTS:** The amount of all assessments shall be set by the Board of Directors and approved at a meeting of the members of the Association provided the assent of a two-thirds (2/3) majority of the complete votes represented by those members who are voting in person or by proxy at the meeting duly called for this purpose is obtained, written notice of which shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

All regular and special assessments must be fixed at a uniform rate for all occupied lots and may be collected on an annual, quarterly, or monthly basis at the discretion of the Board of Directors.

The regular and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land, and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be

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the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed.

**SECTION 5. CERTIFICATES OF PAYMENT:** The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payments of any assessments therein stated to have been paid.

**SECTION 6. DELINQUENT ASSESSMENTS:** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum.

The Secretary of the Association shall file in the office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs, expenses and reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of the County Recorder of Ada County, Idaho, until the same has been paid or released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs, and disbursements, including attorney's fees of the Declarant or of the Association as the case may be, of processing, and if necessary, enforcing such liens, all of which expense, costs, disbursements, and attorney's fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements, and fees on appeal, and such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for therein by non-use of Common Areas or abandonment of his lot.

The sale or transfer of any lot or any other part of said property shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

**SECTION 7. EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein:

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- (a) All properties expressly dedicated to and accepted by a local public authority.
- (b) Any other properties owned by the Association.

**SECTION 8. ADA COUNTY HIGHWAY DISTRICT REGULATIONS:** Notwithstanding that the Association is obligated to maintain the common area and facilities contained therein as defined herein and within the Articles of Incorporation of the Association, it is hereby provided that Ada County Highway District (ACHD), may elect to maintain any part or facility of the common area defined herein should the Association fail to maintain same.

In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the defined common area or facility, ACHD shall, before undertaking maintenance of said common area, provide written notice of its intention to begin maintenance of the defined common area or facility within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the defined common area or facility to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake maintenance of the defined common area or facility. 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 defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall be entitled to and empowered to file a ratable lien against all lots with LA PLAYA MANOR ESTATES SUBDIVISION with power of sale as to and every lot to secure payment of any and all assessments levied against any and all lots in LA PLAYA MANOR ESTATES SUBDIVISION pursuant to this Master Declaration, together with interest at the rate which accrues on judgements thereon and all costs of collection which may be paid or incurred by ACHD in connection therein. ACHD may exercise their rights under Idaho Code by assessing the lot owners and certifying those assessments in the manner as real property tax. This section shall not be amended without prior written approval from ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and facilities contained therein without the prior written approval from ACHD. The Association and all lot owners by accepting title to a lot, agree that all lot owners within LA PLAYA MANOR ESTATES SUBDIVISION are benefitted property owners for purposes of this section.

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Pioneer Investment, Inc., a Corporation

ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID

'95 NOV 27 PM 4 20

FEE 30<sup>00</sup> D.P. NAVARRO  
RECORDED AT THE REQUEST OF

1947001194

Walter P. Kirby  
Walter P. Kirby, President

Shirley B. Kirby  
Shirley B. Kirby, Secretary

STATE OF IDAHO )  
COUNTY OF ADA )

On this 27 day of Nov, in the year 95, before me, the undersigned Notary Public in and for said State, personally appeared Walter P. Kirby and Shirley B. Kirby, known to me to be the President and Secretary, respectively, of Pioneer Investment Inc. whose names are subscribed to the within instrument, and acknowledged to me that the said corporation executed the same.

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

Charles W. Winters  
Notary Public for Idaho  
Residing at: Boise, Idaho  
My Commission expires: 7-18-99

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LA PLAYA MANOR ESTATES SUBDIVISION BY LAWS OF HOME OWNERS ASSOCIATION

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#### ARTICLE IV: ASSOCIATION RECORDS AND REPORTS

**SECTION 1. RECORDS:** The executive officers of the Association shall maintain adequate and correct books, records, and accounts of its business and properties, at a place designated by the President, and such shall be available upon request for inspection by any owner.

**SECTION 2. CHECKS, BANK ACCOUNTS, ETC.:** The Association may maintain one or more bank accounts in its name as is deemed necessary, and all checks, drafts, and other

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
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RECORDED - REQUEST OF  
*La Playa Manor*  
FEE 30<sup>00</sup> DEPUTY *Super*

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**This sheet has been added to document  
to accommodate recording information.**



**AMENDED BY-LAWS OF  
LA PLAYA MANOR ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I: MEETINGS**

**SECTION 1. PLACE OF MEETINGS:** All meetings of the Association shall be held in Meridian, Idaho at a place mutually agreeable or as stated in the notice of the meeting.

**SECTION 2. ANNUAL MEETINGS:** The annual meetings of owners for the election of directors, budget review and approval, assessment review and approval, and for the transaction of such other business as may come before the meeting shall be held on the second Wednesday of September each year.

**SECTION 3. FREQUENCY OF MEETINGS:** Meetings of the Association may be held quarterly, but must be held annually.

**SECTION 4. NOTICE OF MEETINGS:** Notice of all meetings shall be given to all owners entitled to vote at such meetings and to any other persons required by these By-Laws in writing at least fourteen (14) days prior to said meeting. All meetings shall be held at a time of day reasonably convenient to the owners. Notice shall be given at the members last known address appearing in the books of the Association or supplied by such member to the Association for the purpose of notice.

**SECTION 5. SPECIAL MEETINGS:** Special meetings may be called by any Director, Officer, or fifty-one percent (51%) of owners upon fourteen (14) days actual notice to other owners, but such notice may be waived by a majority of owners in the event of an emergency situation.

**SECTION 6. MEMBERSHIP:** Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any lot located within said property shall by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any occupied lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such lot subject to assessment by the Association.

Such ownership of any such lot shall be the sole qualification for becoming a member, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

**SECTION 7. VOTING RIGHTS:** Each member shall be entitled to cast one vote or fractional vote as set forth herein for each lot in which they hold the interest required for membership. Only one vote shall be cast with respect to each lot. The vote applicable to any lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provides otherwise, and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

**SECTION 8. QUORUM:** A quorum to conduct business shall be constituted by the presence of the owners or proxies of at least fifty-one percent (51%) of the total number of members of the Association. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting until a quorum as aforesaid shall be present or represented.

**SECTION 9. PROXIES:** Every owner entitled to vote may do so either in person or by written proxy duly executed and filed with the Secretary of the Association and each owner shall sign such proxies as demanded by the initial Incorporators of the Association as set forth in the Article of Incorporation.

**SECTION 10. VOTING OF INTEREST BY OTHER HOLDERS:** Holders of a non-possessory security interest shall not be entitled to vote that interest. Interests held by an administrator, personal representative, guardian, conservator, or Trustee in Bankruptcy may be voted by him, either in person or by proxy, without a transfer of interest into his name.

**SECTION 11. IRRIGATION SYSTEM:** Owners of properties served by LA PLAYA MANOR ESTATES SUBDIVISION IRRIGATION SYSTEM shall have equal representation regarding matters related to this system only.

## **ARTICLE II. BOARD OF DIRECTORS**

**SECTION 1. GENERAL POWERS:** The business and affairs of the Association shall be managed by its Board of Directors.

**SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS:** The number of Directors of the Association shall be five (5) who shall be elected at the annual meeting of the members by a plurality vote, for a term of one (1) year. Each Director shall hold office until the next annual meeting of owners and until his or her successor shall have been elected and qualified. Directors shall be residents of the State of Idaho and need not be members of the Association.

**SECTION 3. REGULAR MEETINGS:** A regular meeting of the Board of Directors shall be held without other notice than these By-Laws immediately after and at the same place as the annual meeting of owners. The Board of Directors may provide by resolution the time and place, either within or without the State of Idaho, for the holding of additional regular meetings without other notice than such resolution.

**SECTION 4. SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Idaho, as the place for holding any special meeting of the Board of Directors called by them.

**SECTION 5. NOTICE:** Notice of any special meeting shall be given at least three (3) days previously thereto by written notice delivered personally or mailed to each Director at his or her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Postal System, so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The consent in writing is signed by all the Directors attending the meeting or the attendance of a Director at a meeting shall

constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

**SECTION 6. QUORUM:** Three (3) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**SECTION 7. MANNER OF ACTING:** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**SECTION 8. ACTION WITHOUT A MEETING:** Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

**SECTION 9. VACANCIES:** Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of any three of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the owners.

**SECTION 10. COMPENSATION:** Directors shall not be compensated except for actual costs incurred.

**SECTION 11. REMOVAL:** A Director of the Association, or the entire Board of Directors, may be removed by a majority vote of the owners without cause.

**SECTION 12. ARCHITECTURAL COMMITTEE:** The Board of Directors shall become the Architectural Committee as provided in the Declaration of Protective Restrictions and Covenants of LA PLAYA MANOR ESTATES SUBDIVISION upon the sale of the last lot in any future phases of LA PLAYA MANOR ESTATES SUBDIVISION.

### **ARTICLE III: OFFICERS**

**SECTION 1. OFFICERS:** The Officers of the Association shall be four (4), President, Vice President, Secretary, and Treasurer, elected by the Directors at the regular annual meeting of Board of Directors.

**SECTION 2. DUTIES:** The President shall preside at all meetings of the Association and the Board of Directors. The Vice President shall perform the duties of President when designated by the President. The Secretary shall keep all records of the Association, minutes of all meetings, the corporate seal, and other documents entrusted to said officer, and send notices, budgets, and statements to the members at least annually prior to the annual meeting. The Treasurer shall maintain the financial books, records, and accounts of the Association, receive and deposit all funds, co-sign all checks, cause annual audits of the Association by a Public Accountant, prepare budgets and statements of income and expenditures to be presented to the Board of Directors from time to time as requested and yearly to the members at the regular annual meeting.

**SECTION 3. POWERS:** The property, business, and affairs of the Association shall be managed routinely by the officers. The President shall ensure that the orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.

**SECTION 4. VACANCY OR REMOVAL:** A vacancy may be filled or an officer removed, by a majority vote of the Directors at any meeting called for that purpose.

**SECTION 5. EXECUTIVE MEETINGS:** Executive meetings of the Officers of the Association may be held as frequently as necessary to unanimously conduct the routine business of the Association.

#### **ARTICLE IV: ASSOCIATION RECORDS AND REPORTS**

**SECTION 1. RECORDS:** The executive officers of the Association shall maintain adequate and correct books, records, and accounts of its business and properties, at a place designated by the President, and such shall be available upon request for inspection by any owner.

**SECTION 2. CHECKS, BANK ACCOUNTS, ETC.:** The Association may maintain such bank accounts in its name as is deemed necessary, and all checks, transfers, or withdrawals shall be signed or endorsed by the President and Treasurer.

**SECTION 3. EXECUTION OF DOCUMENTS:** Except as otherwise provided in these By-laws or the Declarations, The Board of Directors may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of, and unless so authorized by the owners, no officer, agent, or employee shall have any power or authority to bind the Association contract or engagement, or to pledge its credit, or render it liable for any purpose or for any amount.

**SECTION 4. INSURANCE:** The Board of Directors are empowered to obtain appropriate liability, casualty, fire, errors or omissions, or other insurance to properly protect the actions of the Association or facilities maintained, owned, or controlled by the Association as a cost to the Association.

**SECTION 5. ANNUAL BUDGET:** The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of, or in connection with the maintenance and operation of common areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, care of grounds, repairs, renovations, plantings to common areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses, and liabilities incurred by the Association from a previous period, and the creating of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements.

## **ARTICLE V: GENERAL PROVISIONS**

**SECTION 1. NON-PROFIT ASSOCIATION:** This Association shall be for the sole purpose of managing and maintaining the Association property and shall not be for profit. Unless specifically authorized by the owners to do otherwise, the Association shall conduct its business affairs to maintain its status as a non-profit Association according to the rules and regulations of the Internal Revenue Service then in effect. The Association shall file all reports, returns, and other documents required by the IRS or any governmental body.

**SECTION 2. BINDING EFFECT:** These By-Laws, and any amendments or additions thereto, shall be binding upon all owners, their successors, heirs, and assigns, whether signatory hereto or not, and are deemed to be covenants which pass with the ownership interest and are binding to all successors in interest by acceptance of said interest, whether recited in the deed or other conveyance or not.

**SECTION 3. BOOKS AND RECORDS:** The books, papers, and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any person designated in writing by the member to act on his behalf. A party may upon paying a reasonable cost, obtain a copy of any documents or writings of the Association.

**SECTION 4. SUPPLEMENTARY TO DECLARATIONS:** These By-Laws are supplementary to the authority granted to the Association by the Restrictive Covenants as specified in the Articles of Incorporation and shall not restrict, limit, or obligate any authority declared therein. In the event of a conflict, these By-Laws as currently drafted or hereafter amended shall not invalidate or circumvent the Restrictive Covenants.

**SECTION 5. AMENDMENTS:** The By-Laws of the Association may be amended or repealed and new By-Laws may be adopted in accordance with Section (4) above by the two-thirds (2/3) vote of the owners, and by recording said amended By-Laws as required by law.

## **ARTICLE VI: COMMON AREAS**

**SECTION 1. OPERATION AND MAINTENANCE:** The Association shall operate, control, and maintain any common areas. The Association shall be responsible for the repairs, upkeep, maintenance, normal servicing, gardening, rules and regulations for use, care and safety, annual planting of flowers (if any), and payment of bills and related expenses for any common area, irrigation system, trees, shrubs and drainage systems.

**SECTION 2. DEDICATION AND TRANSFER:** The Association shall have the right to dedicate or transfer all or any part of the common areas to any public entity, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition to transfer shall be effective unless authorized by members entitled to cast two-thirds (2/3) of the majority of the votes at a special or general member's meeting, and an instrument signed by the President and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every member not less than fifteen (15) days nor more than thirty (30) days prior to such dedication or transfer and the Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for a period not exceeding thirty (30) days for each infraction of its published rules and regulations.

## **ARTICLE VII: ASSOCIATION ASSESSMENTS**

**SECTION 1. AGREEMENT OF PAYMENT:** Each owner of any lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association all assessments as set by the Association.

**SECTION 2. PURPOSE OF ASSESSMENT:** The assessments levied by the Association shall not be used for any purpose other than the improvement and maintenance of the common areas including fences, lights, landscaping, club house, irrigation system and drainage system. Subject to the above provision, the Board of Directors shall determine the use of assessment proceeds.

**SECTION 3. TYPES OF ASSESSMENTS:** The Association is authorized to establish and collect a regular assessment from its members. In addition to the regular assessments, the Association may levy in any given year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, or replacement of a capital improvement.

**SECTION 4. APPROVAL OF ASSESSMENTS:** The amount of all assessments shall be set by the Board of Directors and approved at the annual business meeting of the members of the Association provided the assent of a two-thirds (2/3) majority of the complete votes represented by those members who are voting in person or by proxy at the meeting is obtained.

All regular and special assessments must be fixed at a uniform rate for all occupied lots and may be collected on an annual, quarterly, or monthly basis at the discretion of the Board of Directors.

The regular and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land, and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such 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 such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed.

**SECTION 5. CERTIFICATES OF PAYMENT:** The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payments of any assessments therein states to have been paid.

**SECTION 6. DELINQUENT ASSESSMENTS:** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum.

The Secretary of the Association shall file in the office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any lot on said property, and upon payment in full

thereof; shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs, expenses and reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of the County Recorder of Ada County, Idaho, until the same has been paid or released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs, and disbursements, including attorneys fees of the Declarant or of the Association as the case may be, of processing, and if necessary, enforcing such liens, all of which expense, costs, disbursements, and attorney's fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements, and fees on appeal, and such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for therein by non-use of Common Areas or abandonment of his lot.

The sale or transfer of any lot or any other part of said property shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the liening thereof.

**SECTION 7. EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties expressly dedicated to and accepted by a local public authority.
- (b) Any other properties owned by the Association.

**SECTION 8. ADA COUNTY HIGHWAY DISTRICT REGULATIONS:** Notwithstanding that the Association is obligated to maintain the common area and facilities contained therein as defined herein and within the Articles of incorporation of the Association, it is hereby provided that Ada County Highway District (ACHD), may elect to maintain any part or facility of the common area defined herein should the Association fail to maintain same.

In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the defined common area or facility, ACHD shall, before undertaking maintenance of said common area, provide written notice of its intention to begin maintenance of the defined common area or facility within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the defined common area or facility to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake maintenance of the defined common area of facility. 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 defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall be entitled to and empowered to file a ratable lien against all lots with LA PLAYA MANOR ESTATES SUBDIVISION with power of sale as to and every lot to secure payment of any and all assessments levied against any and all lots in LA PLAYA MANOR ESTATES SUBDIVISION pursuant to this Master Declaration, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD in

connection therein. ACHD may exercise their rights under Idaho Code by assessing the lot owners and certifying those assessments in the manner as real property tax. This section shall not be amended without prior written approval from ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and facilities contained therein without the prior written approval from ACHD. The Association and all lot owners by accepting title to a lot, agree that all lot owners within LA PLAYA MANOR ESTATES SUBDIVISION are benefitted property owners for purposes of this section.



LaPlaya Manor Estates Homeowners Association, Inc.

Dale A. Von Steen

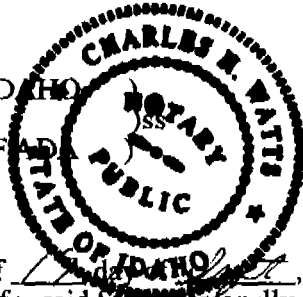
Dale A. Von Steen, President

Maralyn J. Larson

Maralyn J. Larson, Secretary

STATE OF IDAHO

COUNTY OF ADA



On this day of October, in the year 12, before me, the undersigned, a Notary Public in and for said State, personally appeared Dale A. Von Steen and Maralyn J. Larson, known to me to be the President and Secretary, respectively, of LaPlaya Manor Estates Homeowners Association, Inc. whose names are subscribed to the within instrument, and acknowledged to me that the said Corporation executed the same.

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

Charles E. Watts

Notary Public for Idaho

Residing at Don't Know

My Commission expires 5-3-16