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ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=1 CHE FOWLER
IDAHO SURVEY GROUP LLC

2024-061147
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PLAT RECORDING SHEET

Digital Plat Image Available in Separate System

BOOK

PAGE

Thru

SURVEYOR

SUBDIVISION NAME

OWNERS

AT THE REQUEST OF

COMMENTS

Plat Showing Pera Place Subdivision

A Replat of Lots 2 & 3, Block 2 of Black Cat Estates Subdivision No. 2,
and a Portion of the North Half of the Southwest Quarter of Section 27,
Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho.
2024



Scale: 1" = 100'

Legend

- Found 5/8" Iron Pin, as Noted
- Found Brass Cap
- Set 5/8" x 24" Iron Pin with Plastic Cap Marked "ISG PLS 8251"
- △ Calculated Point, Nothing Found or Set
- ① Lot Number
- A.C. Added Plastic Cap Marked "ISG PLS 8251" to Bare Iron Pin
- Subdivision Boundary Line
- Tie Line
- Lot Line
- Section Line
- Right-of-Way Line
- Lot/Parcel Line of Record
- Centerline

Monument Certificate:

This is to certify that this plat is being recorded under the provisions of Idaho Code 50-1331 through 50-1333 and that all interior monuments will be set within one year from the recording date of this plat.

Reference Documents:

ROS's: 630, 4369, 7768, 9148, 10221, 12686, 12801, 13041, & 13667.
Deeds: 107058013, 108104620, 101033560, 2020-130654, 2020-130286, 2021-174626, 2022-022074, & 2022-056177.
Easements: 2021-040578
Subdivisions: Black Cat Estates, Block Cat Estates No. 2, Vicenza Commons, Vicenza Commons No. 2, Vicenza No. 4, Summerwood, & Brody Square.

Surveyor's Narrative:

The Purpose of this Survey is to Subdivide the Property shown hereon. The Property Boundary was Established prior to Platting as shown on Record of Survey No. 13041. See Record of Survey No. 13041 for more information. The Basis of Bearing is N00°31'09"E between the Southwest Section Corner of the West 1/4 Quarter Corner, per ROS's 12801, 13041, & 13667, and Brody Square Subdivision.

Book _____ Page _____

**IDAHO
SURVEY
GROUP, LLC**

9655 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 545-8570
WWW.IDAHOSURVEY.COM

Job No. 21-546
Sheet 1 of 5

See sheet 2 for Notes & Easement Line Table.

Line Table - This Sheet		
Line	Bearing	Length
L1	S19°35'11"E	111.85'
L2	S34°24'46"E	79.39'
L3	S50°46'23"E	89.27'
L4	N89°25'46"W	67.40'
L5	N00°26'34"E	155.40'
L6	N44°20'33"W	42.57'



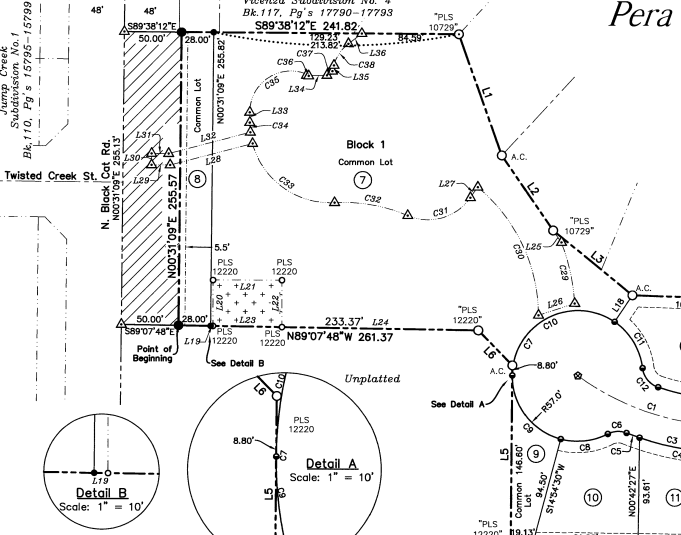
Pera Place Subdivision

Easement Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Distance
C28	54.70'	175.70'	017°50'16"	S12°10'51"E	54.48'
C30	127.57'	144.93'	050°25'56"	N25°24'16"W	123.49'
C31	61.68'	46.00'	078°31'38"	S74°03'35"W	56.96'
C32	65.20'	140.00'	026°40'57"	N80°01'07"W	84.61'
C33	95.44'	70.00'	078°07'17"	N54°18'06"W	88.22'
C34	8.60'	70.00'	007°02'08"	N03°31'02"E	8.59'
C35	71.90'	36.00'	114°25'37"	N57°12'39"E	60.63'
C36	2.09'	5.00'	023°53'36"	N77°32'52"E	2.09'
C37	6.59'	5.00'	075°26'58"	N52°44'30"E	6.12'
C38	23.05'	35.00'	037°44'29"	N33°52'16"E	22.64'



Scale: 1" = 60'

Easement Line Table		
Line	Bearing	Length
L19	N89°07'48"W	2.02'
L20	N00°00'04"W	39.95'
L21	N89°59'56"E	60.00'
L22	S00°00'04"E	40.86'
L23	S89°07'48"E	60.01'
L24	S89°07'48"E	171.34'
L25	S34°28'04"E	12.64'
L26	S75°02'54"W	33.10'
L27	S34°47'46"W	11.18'
L28	S75°17'31"W	74.21'
L29	N89°49'50"W	16.26'
L30	N00°31'09"E	10.00'
L31	S89°49'50"E	14.88'
L32	N75°17'31"E	73.53'
L33	N00°00'01"E	8.82'
L34	S89°31'01"E	14.28'
L35	N15°00'01"E	5.19'
L36	N52°44'30"E	14.68'



Legend

- Found 1/2" Iron Pin, as Noted
- Found 5/8" Iron Pin, as Noted
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO PLS 8251"
- Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO PLS 8251"
- To Be Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- To Be Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- Calculated Point, Nothing Found or Set
- Lot Number
- Added Plastic Cap Marked "ISO PLS 8251" to Bare Iron Pin
- Easement Dimension Label
- Subdivision Boundary Line
- Lot Line
- Centerline
- ACHD Area of Right of Way Dedication Instrument No. 2024-029109
- Public Utilities, drainage, Irrigation Easement Line
- Existing Public Utilities, drainage, Irrigation Easement Line
- ACHD Permanent Easement Line (Note 10)
- ACHD Permanent Storm Drain Easement Line (Note 19)
- City of Meridian Permanent Easement Line (Note 14)
- Existing Septic Tank Drainage Field Easement Line (Note 11)
- ACHD Permanent Easement Line (Note 18)
- Match Line

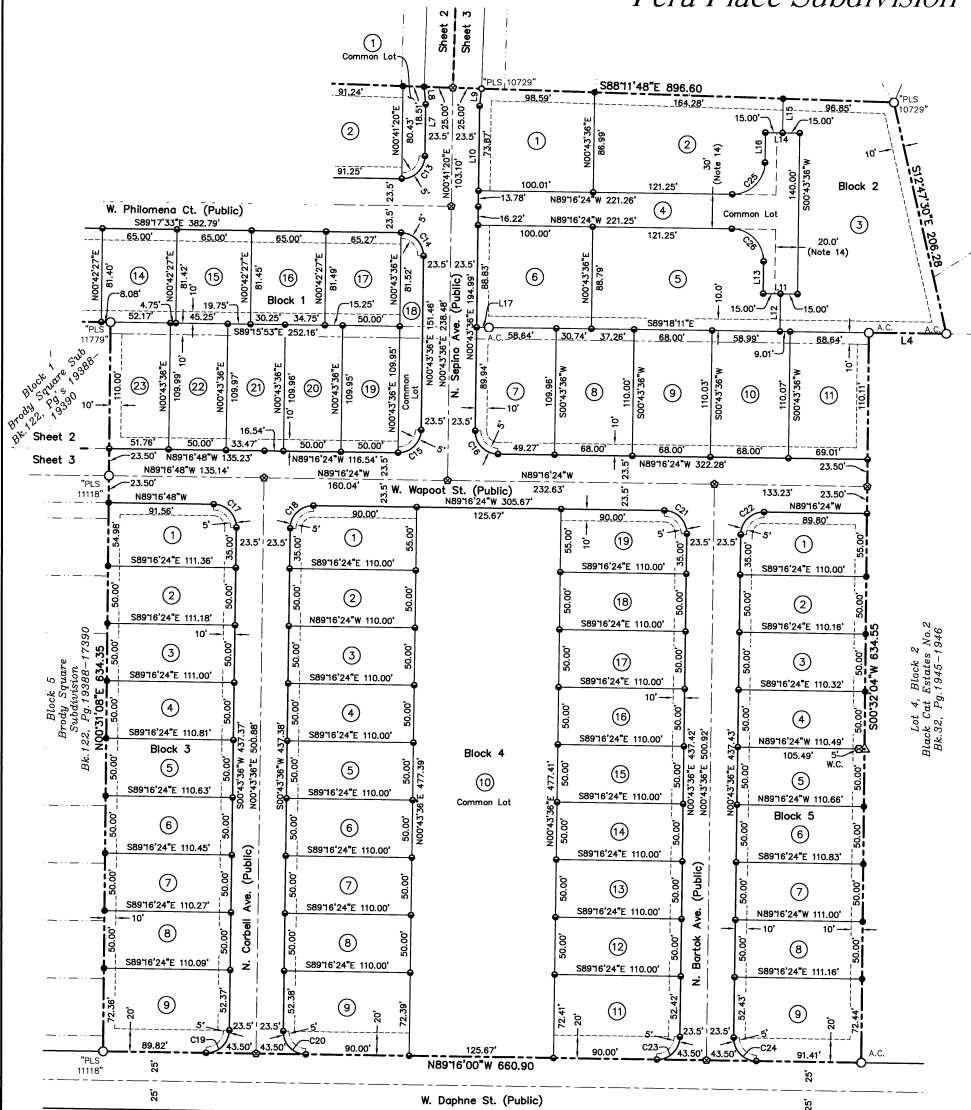


Book _____ Page _____

9555 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
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See sheet 1 for Legend. Job No. 21-546
See sheet 3 for Line & Curve tables. Sheet 2 of 5

Pera Place Subdivision



Legend

- Found 5/8" Iron Pin, as Noted
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO PLS 8251"
- Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO PLS 8251"
- To Be Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- To Be Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO PLS 8251" W.C.
- Calculated Point, Nothing Found or Set
- ⊙ Witness Corner
- ① Lot Number
- Added Plastic Cap Marked "ISO PLS 8251" to Bare Iron Pin
- Subdivision Boundary Line
- Lot Line
- Right-of-Way Line
- Lot/Parcel Line of Record
- Centerline
- Public Utilities, drainage, Irrigation Easement Line
- Existing Public Utilities, drainage, Irrigation Easement Line
- ACHD Permanent Easement Line (Note 10)
- City of Meridian Permanent Easement Line (Note 14)
- Match Line

0 30 60 120 180

Scale: 1" = 60'

Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	141.01'	229.60'	351°12'0"	N71°41'53"W	138.80'
C2	62.94'	206.10'	172°54'0"	S80°32'38"E	62.69'
C3	91.03'	253.10'	203°36'27"	S78°59'19"E	90.54'
C4	71.43'	253.10'	161°01'11"	S79°30'48"E	71.19'
C5	12.12'	253.10'	2°44'35"	S70°03'23"E	12.12'
C6	16.97'	20.00'	48°36'54"	S87°00'28"W	16.47'
C7	288.93'	57.00'	290°25'49"	S27°54'56"W	65.04'
C8	42.02'	57.00'	42°14'18"	N83°49'11"E	41.08'
C9	75.11'	57.00'	75°30'14"	S37°18'33"E	69.80'
C10	288.93'	57.00'	290°25'49"	S27°54'56"W	65.04'
C11	48.79'	57.00'	49°02'33"	N31°23'26"W	47.31'
C12	22.66'	20.00'	64°55'33"	S39°19'56"E	21.47'
C13	31.42'	20.00'	90°00'24"	N45°43'48"E	28.28'
C14	31.42'	20.00'	90°01'09"	N44°16'24"W	28.28'
C15	31.42'	20.00'	90°00'00"	N45°43'36"E	28.28'
C16	31.42'	20.00'	90°00'00"	S44°16'24"E	28.28'
C17	31.42'	20.00'	90°00'00"	N44°17'02"W	28.28'
C18	31.42'	20.00'	90°00'00"	S45°43'36"E	28.28'
C19	31.42'	20.00'	90°00'24"	N45°43'48"E	28.28'
C20	31.41'	20.00'	89°59'36"	S44°16'12"E	28.28'
C21	31.42'	20.00'	90°00'00"	N44°16'24"W	28.28'
C22	31.42'	20.00'	90°00'00"	S45°43'36"E	28.28'
C23	31.42'	20.00'	90°00'24"	N45°43'48"E	28.28'
C24	31.41'	20.00'	89°59'36"	S44°16'12"E	28.28'
C25	43.98'	28.00'	90°00'00"	N45°43'36"E	39.60'
C26	43.98'	28.00'	90°00'00"	N44°16'24"W	39.60'
C27	7.49'	253.10'	1°41'41"	S88°26'42"E	7.49'

Line	Bearing	Length
L1	S19°35'11"E	111.85'
L2	S34°24'46"E	79.39'
L3	S50°46'23"E	89.27'
L4	N89°25'46"W	67.40'
L5	N00°26'34"E	155.40'
L6	N44°20'33"W	42.57'
L7	N00°41'20"E	45.04'
L8	N04°59'30"W	15.11'
L9	S06°23'30"W	15.05'
L10	N00°41'20"E	67.65'
L11	S89°16'24"E	30.00'
L12	N00°43'36"E	32.80'
L13	S00°43'36"W	27.91'
L14	S89°16'24"E	30.00'
L15	N00°43'36"E	29.81'
L16	S00°43'36"W	26.09'
L17	S89°15'53"E	10.63'
L18	N34°06'52"E	27.96'



Book _____ Page _____

IDAHO SURVEY GROUP, LLC

9555 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 545-8570
WWW.IDAHOSURVEY.COM

Job No. 21-546

Sheet 3 of 5

See sheet 2 for Notes & Easement Line Table.

P:\Pera Place Subdivision 21-546\Draw\Plot\21-546 Pera Place Sub LHK 11-1-23.dwg 10/25/2024 12:02:31 PM

Pera Place Subdivision

BK 129 pg 21b6d

Certificate Of Owners

Know all men by these presents: that Applied Media, Inc., an Idaho corporation is the Owner of the Property Described as Follows:

The following Describes a Parcel of Land being a Replat of Lots 2 & 3, Block 2 of Black Cat Estates Subdivision No.2 as filed for Record in Book 32 of Plats at Pages 1945 & 1946, Records of Ada County, Idaho and a Portion of Parcel "B" of Record of Survey No. 7768, Records of Ada County, Idaho Lying the in the North 1/2 of the Southwest 1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more Particularly Described as follows:

COMMENCING at the Southwest Corner of said Section 27; From which, the West 1/4 Corner of said Section 27 bears, North 00°31'09" East, 2637.37 feet; Thence along the Westerly Boundary Line of the Southwest 1/4 of said Section 27, North 00°31'09" East, 1505.03 feet to a point; Thence Leaving said Westerly Boundary Line, South 89°07'48" East, 50.00 feet to a set 5/8" Iron Pin with Plastic Cap TSG PLS 8251" on the Dedicated Right of Way Line of North Black Cat Road as filed for Record as Instrument No. ~~8251~~ **925109**, Records of Ada County, Idaho, the POINT OF BEGINNING

Thence along the Dedicated Right of Way Line of North Black Cat Road being Fifty (50') feet Easterly of and parallel with the Westerly Boundary Line of the Southwest 1/4 of said Section 27, North 00°31'09" East, 255.57 feet to a set 5/8" Iron Pin with Plastic Cap TSG PLS 8251" on the Boundary Line of Parcel "B" of said Record of Survey, and on the Prolongation of the Southerly Boundary Line of Vicenza Subdivision No. 4 as filed Recorded in Book 117 of Plats at Page 17790 thru 17793 Records of Ada County, Idaho;

Thence leaving said Dedicated Right of Way Line, and along the Boundary Line of said Parcel "B", and the Prolongation of the Southerly Boundary Line of said Vicenza Subdivision No. 4, South 89°38'12" East, 241.82 feet to a found 5/8" Iron Pin PLS 10729" Marking an Angle Point;

Thence continuing along the Boundary Line of said Parcel "B", and the Southerly Boundary Line of said Vicenza Commons Subdivision No. 4, South 19°35'11" East, 111.85 feet to a found Bare 5/8" Iron Pin, and set Plastic Cap TSG PLS 8251" Marking the Corner Common with said Vicenza Subdivision No. 4, and Vicenza Commons Subdivision No. 2 as filed Recorded in Book 117 of Plats at Pages 17794 thru 17797 Records of Ada County, Idaho;

Thence leaving the Southerly Boundary Line of said Vicenza Commons Subdivision No. 4, and continuing along the Boundary Line of said Parcel "B", and along the Southerly Boundary Line of said Vicenza Commons Subdivision No. 2, South 34°24'46" East, 79.39 feet to a found 5/8" Iron Pin PLS 10729";

Thence continuing, South 50°46'23" East, 89.27 feet to a found 5/8" Iron Pin PLS 10729";

Thence continuing, South 88°11'48" East, 896.60 feet to a found 5/8" Iron Pin PLS 10729" Marking the Corner Common with said Vicenza Commons Subdivision No. 2, and Vicenza Commons Subdivision as filed Recorded in Book 114 of Plats at Page 17014 thru 17016 Records of Ada County, Idaho;

Thence leaving the Southerly Boundary Line of said Vicenza Commons Subdivision No. 2, and continuing along the Boundary Line of said Parcel "B", and along the Westerly Boundary Line of said Vicenza Commons Subdivision, South 12°47'30" East, 206.28 feet to a found 5/8" Iron Pin PLS 10729" Marking an angle point in the Boundary of said Vicenza Commons Subdivision, and being on the Northerly Boundary Line of Black Cat Estates No.2 Subdivision as filed for Record in Book 32 of Plats at Page 1945 thru 1946, Records of Ada County, Idaho;

Thence leaving the Westerly Boundary Line of said Vicenza Commons Subdivision, and continuing along the Boundary Line of said Parcel "B", and along the Northerly Boundary Line of said Black Cat Estates No.2 Subdivision, North 89°25'48" West, 67.40 feet to a found Bare 5/8" Iron Pin, and set Plastic Cap TSG PLS 8251" Marking the Corner Common with Lots 3 & 4 of said Black Cat Estates No.2 Subdivision;

Thence leaving said Boundary Lines, and along the Line Common with said Lots 3 & 4, South 00°32'04" West, 634.55 feet to a found Bare 5/8" Iron Pin, and set Plastic Cap TSG PLS 8251" on the Northerly Right of Way Line of West Daphne Street;

Thence leaving said Common Line, and along the Northerly Right of Way Line of West Daphne Street, North 89°16'00" West, 660.90 feet to a found 5/8" Iron Pin PLS 11118" being on the Easterly Boundary Line of Brody Square Subdivision as filed for Record in Book 122 of Plats at Pages 19388 thru 19390;

Thence leaving said Northerly Right of Way Line, and along the Easterly Boundary Line of said Brody Square Subdivision, North 00°31'08" East, 634.35 feet to a found 5/8" Iron Pin PLS 11779" Marking an Angle Point in the Boundary of said Brody Square Subdivision, and a point on the Boundary Line of Parcel "B" of Record of Survey No. 7768;

Thence leaving said Easterly Boundary Line, and along the Northerly Boundary Line of said Brody Square Subdivision, and the Boundary Line of said Parcel "B", North 89°17'41" West, 319.20 feet to a found 5/8" Iron Pin PLS 12220";

Thence leaving said Northerly Boundary Line, and along the Boundary Line of said Parcel "B", North 00°26'34" East, 155.40 feet to a found 5/8" Iron Pin PLS 12220";

Thence continuing, North 44°20'33" West, 42.57 feet to a found 5/8" Iron Pin PLS 12220";

Thence continuing, North 89°07'48" West, 261.37 feet to the POINT OF BEGINNING:

The above Described Parcel of Land contains 16.32 acres, more or less.

It is the Intention of the Undersigned to hereby include the above Described Property in this Plat and to Dedicate to the Public, the Public Streets as shown on this Plat. The Easements Indicated on this Plat are not Dedicated to the Public. However, the Right to use said Easements is Perpetually Reserved for Public Utilities and for such other uses as Designated hereon. No Permanent Structures other than for such Utility Purposes and other uses are to be Erected within the Limits of said Easements. All Lots in this Plat will be Eligible to Receive Water Service from the City of Meridian, and the City of Meridian has Agreed in Writing to Serve all the Lots in this Subdivision.

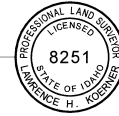
Tony Tseng, President
Applied Media, Inc.

D:\Pera Place Subdivision 21-546\dwg\Plot\21-546 Pera Place Sub LHM 11-1-23.dwg, 1/26/2024 6:56:02 AM

Certificate of Surveyor

I, Lawrence H. Koerner, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" is drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Lawrence H. Koerner
Lawrence H. Koerner



1/26/24

P.L.S. No. 8251

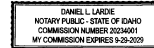
Acknowledgment

State of Idaho }
County of Ada } s.s.

On this 26th day of January, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Tony Tseng, known or identified to me to be the president of Applied Media, Inc, the corporation and that 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.

9-29-2029
My Commission Expires



Daniel L. Lande
Notary Public, State of Idaho
Residing in Boise, Idaho
Boise, Idaho

Book Page

Job No. 21-546
Sheet 4 of 5



IDAHO
SURVEY
GROUP, LLC

9555 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
WWW.IDAHOSURVEY.COM

Pera Place Subdivision

BK 129 18-21061

Health Certificate

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Meridian, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.



Donna CHS 2-14-24
Central District Health Date

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 22nd day of May, 2024.



Donna
Commission President ACHD

Approval of City Engineer

I, the undersigned, City Engineer in and for the City of Meridian, Ada County, Idaho, hereby approve this plat.

Wanda Stevens 9/12/24
City Engineer L.N. 9430 Date

Approval of City Council

I, the undersigned, City Clerk in and for the City of Meridian, Ada County, Idaho do hereby certify that at a meeting of the City Council, held on the 10th day of May, 2024, this plat was duly accepted and approved.



Chris Johnson
City Clerk, Meridian, Idaho BY TINA LOMELI, DEPUTY

Certificate Of County Surveyor

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.



Donna
County Surveyor
P.L.S.# 13553
29 October 2024

Certificate of County Treasurer

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



Elizabeth Mahm Oct 29, 2024
County Treasurer Date
Signed by Deputy: Blanca

County Recorder's Certificate

State of Idaho)
County of Ada) s.s. Instrument Number 2024-061147

I hereby certify that this instrument was filed for record at the request of Blanca
at 46 Minutes past 12 O'clock, P.M. on this day of 20 24
in Book 129 of plats at Pages 21057 through 21061

Donna
Deputy
Fee: 126.00

Tina Lomeli
Ex-Officio Recorder



Book Page

Job No. 21-546
Sheet 5 of 5



IDAHO
SURVEY
GROUP, LLC

9655 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
PERA PLACE SUBDIVISION**

OCTOBER 29, 2024

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE PERA PLACE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PERA PLACE SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Pera Place Subdivision (this "Declaration") is made effective October 29, 2024, by LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered and Benefit of Declaration. The initial property subject to this Declaration is legally described in the attached Exhibit A, which is made a part hereof (the "Property"). This Declaration is for the benefit of the Declarant, the Association, any homebuilder to which Declarant may sell one or more Lots, and all Owners of any portion of the Property.

Section 2. Purposes of Declaration. The purposes of this Declaration are to set forth the basic Restrictions, as hereinafter defined, and uses that will apply to the Property. The Restrictions contained herein are designed to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant declares that the Property, including each Lot, Dwelling Unit, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied, and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness thereof.

ARTICLE III: DEFINITIONS

"Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

"Assessments" shall mean Regular Assessments, Special Assessments, and Limited Assessments.

"Association" shall mean the Pera Place Community Association Inc., an Idaho nonprofit corporation, its successors and/or assigns.

"Board" shall mean the Board of Directors of the Association.

"Class B Member Termination Date" shall mean the earliest to occur of the following events: (1) the date upon which the Declarant (and its successors in title to whom the Declarant has assigned Declarant's rights) no longer owns any property or Lot within the Subdivision, (2) the date Declarant (and its successors in title to whom the Declarant has assigned Declarant's rights) informs the Board in writing that it no longer wishes to exercise its rights as the Class B Member, or (3) December 31, 2039.

“Common Lots” shall mean all real property (including the Improvements thereto) owned by the Association. The Common Lots are legally described on the attached Exhibit B which is made a part hereof.

“Declarant” shall mean and refer to Lennar Homes of Idaho, LLC, a Delaware limited liability company, its successors and assigns, or any person or entity to whom all of Declarant’s rights reserved hereunder are assigned in accordance with the provisions hereof. The Declarant’s rights shall only be assigned by written, recorded instrument expressly assigning those rights.

“Dwelling Unit” shall mean each detached single family residential home constructed on each Lot.

“Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.

“Limited Assessment” shall mean a charge against a particular Owner and such Owner’s Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs, whether or not suit has been filed, for specific maintenance as detailed in this Declaration, any corrective action taken by the Association or fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or occupant of such Owner’s Lot, or the family members, licensees, invitees, agents, contractors or employees thereof. Such costs, expenses and fines shall include, without limitation, damage to the Common Lots or Pressurized Irrigation System and/or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

“Lot” shall mean any lot shown on the Plat (or any other plat of the Property) with the exception of the Common Lots.

“Member” shall mean each Person holding a membership in the Association, including Declarant.

“Mortgage” shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

“Owner” shall mean the record owner, other than Declarant, and any homebuilder to which Declarant may sell any Lot or Lots until such time as there are no longer any Class B memberships, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Person(s)” shall mean any individual, partnership, corporation, or other legal entity, including Declarant.

“Plat” shall mean the Pera Place Subdivision plat filed in Book 129 of Plats at Pages 21057 through 21061, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit C, which is made a part hereof.

“Pressurized Irrigation System” shall mean that certain non-potable water irrigation delivery system further described in Article V.

“Property” shall mean that certain real property shown on the Plat and legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

“Regular Assessments” shall mean the cost of maintaining, improving, repairing, managing, and operating the Pressurized Irrigation System and Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

“Restrictions” shall mean the restrictions, covenants, limitations, conditions, and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration and the Plat.

“Special Assessments” shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used for single family, detached Dwelling Units only, and for the common social, recreational, or other reasonable uses normally incident to such use, and for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development, and related activities from Lots owned by Declarant. No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair, and replacement of the Common Lots including all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including the watering, mowing, fertilizing, and caring for all lawns, shrubs, and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

(a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;

(b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and

(c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

Common Lots cannot be mortgaged, conveyed, or encumbered without the approval of at least two-thirds (2/3) of the Members and any necessary City, County, or other governmental entity approval, if any. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units provided such home occupations 1) do not increase the burdens on the public streets (including increased traffic) and/or 2) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot. If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the public streets and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the public streets or the use and enjoyment of an Owner's Lot.

Section 4. Vehicle and Other Storage. Unenclosed paved areas, which include driveways and all other unenclosed paved areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee, except that an Owner may park motor homes, campers, trailers, boats, and any other recreational vehicles on the Owner's lot behind a fence that meets the requirements of Article IV, Section 11. For purposes of this Section, temporary parking shall be parking for no more than twenty-four (24) hours at any one time.

(a) The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment, or item improperly parked or stored after three (3) days' written notice, at the risk and expense of the owner thereof.

(b) Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees, and licensees, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, if any.

Section 5. Compliance With Laws, Rules, and Ordinances. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations, or ordinances.

Section 6. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board or as permitted by the Association's rules and regulations or laws, regulations, or ordinances; provided however, one sign of not more than five (5) square feet advertising the Lot and/or Dwelling Unit for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 7. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise, except this provision shall not prohibit Owners from having dogs and cats in an amount as permitted by applicable city and county codes. Up to four hen chickens are also allowed in the fenced area of a Lot. No roosters are allowed. The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 8. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used, or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing

or fabric shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean, and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

(a) In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family members, invitees or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of Regular or Special Assessments if the entry was due to an emergency (unless the emergency was caused by an Owner, his or her family members, invitees or licensees, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 10. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished, and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 11. Fences. Fences are not required. If a fence is desired, plans for such a fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Chain link fences are prohibited. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable nuisance or noxious use.

Section 12. Antennae/Dishes. Antennae and/or satellite or other dishes shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 13. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other

Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 14. Storm Water Drainage. Lot 8, Block 1; or a portion of said lot, as shown on the Plat, are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. This Lot is encumbered by the Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 of the Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system and such system shall be maintained by ACHD. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

(a) There shall be no interference with the established drainage pattern over any portion of these Lots or Common Lot, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of these Lots and Common Lot are completed by the Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD.

(b) All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations, and/or ordinances.

(c) Notwithstanding the forgoing, all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

(d) ACHD is granted an irrevocable license and easement to enter upon any portion of the Master Easement area, with or without notice, to perform maintenance and inspection of the storm water drainage system. For any maintenance of the storm water drainage system performed by ACHD, ACHD may first bill the Association for the cost of the maintenance. If the bill is not paid within sixty (60) days, then ACHD shall be entitled and empowered to levy an assessment against all Lots within the Property for the cost of the storm water drainage system maintenance as if the maintenance had been performed by the Association, together with interest at the rate that accrues on judgments thereon and all costs of collection that may be paid or incurred by ACHD. ACHD may enforce such assessments in the same manner as the Association may enforce assessments levied pursuant to this Declaration. The Association and all Lot Owners, by accepting title to a Lot, agree that all Lot Owners in the Property are benefited property owners of such maintenance and agree to pay their proportionate share of assessments and other fees levied by ACHD.

Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must always remain closed.

Section 16. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements.** Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefor.

Section 17. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 18. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 19. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00 p.m. that evening.

Section 20. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

Section 21. Leasing and Renting. The Owner of a Lot shall have the right to lease such Lot and residential structure thereon, subject to the following conditions: (1) all leases shall be in writing; (2) such lease shall be specifically subject to this Declaration, and any failure of a tenant to comply with the this Declaration shall be a default under the lease; (3) the Owner shall be liable for any violation of this Declaration committed by the tenant of such Owner, without prejudice to the Owner's right to collect any sums from such tenant paid by the Owner on behalf of the tenant; (4) the Owner shall maintain commercially reasonable amounts of personal liability and property damage insurance on such Owner's Lot and such insurance shall name the Association as an additional insured; and (5) Owner shall provide the Association a copy of the insurance policies as documentation that the Association is a named additional insured.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the Settler's Irrigation District ("District") using a pressurized irrigation system owned, operated, and maintained by the Association ("Pressurized Irrigation System"). **The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. By accepting a deed to any portion of the Property, each Owner and the Association agree to pay their proportionate share of assessments and other fees levied by the District, and each Owner agrees to pay its proportionate share of Assessments levied by the Association, associated with the operation and maintenance of the Pressurized Irrigation System. In addition, each Owner, for themselves and their family members, invitees, and licensees, covenants and agrees to hold the Association and Declarant harmless from all liability for damages or injuries to themselves, their family members, invitees, or licensees caused by the Pressurized Irrigation System.**

The Association, in its discretion, may require irrigation rotation among the Owners and Lots to prevent overwatering, appropriate water right allocations, or for other reasonable reasons that it determines irrigation rotation is necessary in its discretion.

ARTICLE VI: INSURANCE

Section 1. Insurance. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, with an AM Best Rating of A or better, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Property insurance for the Improvements, equipment and other property located within the Common Lots with special form coverage, a replacement cost valuation provision and blanket coverage. The Association may also insure for flood or earthquake if determined by the Board.

(b) Commercial General Liability (CGL) insurance insuring the Association, as well as its agents, employees, invitees, and licensees, against any liability incident to the ownership, management, maintenance and/or use of the Common Lots, Pressurized Irrigation System, and/or any other portion of the Property.

(c) Directors and Officers Liability (D&O) insurance insuring the Association and/or its board members and/or officers.

(d) Such other insurance or bonds to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity, and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Declarant and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A Members. The “Class A Members” are all Owners of Lots, except for the Declarant for so long as Declarant is the Class B Member. Until the Class B Member Termination Date, the Class A Members are not entitled to vote upon any matter. Upon the Class B Member Termination Date, Class A Members will have one vote for each Lot owned by each such Class A Member. Upon the Class B Member Termination Date, Declarant shall become a Class A Member and shall be entitled to one vote for each Lot owned by the Declarant.

Class B Members. The “Class B Members” are the Declarant, and its successor(s) in title to whom Declarant has assigned the duties, rights, powers, and reservations of the Declarant contained in the Declaration. The Declarant (and its successors in title to whom the Declarant has assigned Declarant’s rights) may act by and through its designated representative. The Class B Members will have one vote for each Lot owned by the Class Members until the Class B Member Termination Date. Upon the Class B Member Termination Date, the Class B membership and Class B voting rights shall be converted to Class A membership.

Section 3. Membership Meetings. The Association shall hold a meeting of the membership each calendar year. Such meetings may be conducted in person or, with the approval of a simple majority of the members, be conducted through an electronic or hybrid meeting model.

ARTICLE VIII: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association.** These start-up and transfer fee assessments shall be set by the Board and only used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees, and reasonable attorneys’ fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees, and reasonable attorneys’ fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant, and any homebuilder to whom Declarant may sell one or more Lots shall have no obligation to pay Assessments.**

Notwithstanding any of the foregoing, the imposition, perfection, and/or foreclosure of any Association lien must also comply with all requirements contained in the Idaho Code.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for any construction, maintenance, and operation of the Common Lots and Pressurized Irrigation System, as well as for the proper operation of the Association.

Section 3. Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually. Until the Class B Member Termination Date, the Declarant shall adopt the operating budget for the Association. Thereafter, the operating budget shall be adopted by the Board. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual costs and expenses. The funds required to meet the Association's annual expenses shall be raised from Regular Assessments against each Owner as provided herein. After adoption of the operating budget, the Association may revise the operating budget at any time and from time to time, as it deems necessary or advisable to take into account and defray additional costs and expenses of the Association. Within 30 days after adoption of any proposed regular or special budget of the Association, the Board shall provide a copy of the proposed budget to all Owners.

Section 4. Levy of General Assessment. In order to meet the costs and expenses projected in the operating budget, the Board shall determine and levy in advance on every Lot a Regular Assessment. The omission by the Association, before the expiration of any assessment period, to fix the amount of the Regular Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the Regular Assessment, or any installment thereof, for that or any subsequent assessment period, but the Regular Assessment fixed for the preceding period shall continue until a new assessment is fixed.

Section 5. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 6. Limited Assessments. The Association may levy a Limited Assessment against an Owner (a) for any fines, fees, or charges levied against the Owner under this Declaration; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with this Declaration; (c) to reimburse the Association for any damages caused by an Owner or any of its family members, invitees, and licensees to any Common Lots; and (d) for the cost of providing any goods or services under this Declaration that benefit the Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually,

quarterly, or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$50.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Lots or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 10. No Assessments Payable by Declarant or by certain Homebuilders. Notwithstanding any other provision contained in this Declaration, no Assessments shall be levied against Lots or any other property owned by Declarant or by any homebuilder to which Declarant may sell one or more Lots.

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of the Declarant, the Association, any homebuilder to which Declarant may sell one or more Lots, and the Owners, shall enforce the provisions of this Declaration and the Association's articles and bylaws, shall have all powers and authority permitted to the Board under the Association's articles and bylaws and this Declaration, and shall acquire and shall pay all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the Common Lots and Pressurized Irrigation System, as detailed herein, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Lots and Pressurized Irrigation System. The Board may arrange for special metering of utilities as appropriate.

(c) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the bylaws or this Declaration. **Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit, and personal property.**

(d) The services of Persons required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(e) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(f) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

(g) The Board shall not incur any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of the Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Lots and Pressurized Irrigation System, and to perform any other right, duty or obligation of the Board or Association.

Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance, and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles or bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling

Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees and costs), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

ARTICLE X: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. **Each Owner is deemed to covenant to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval.**

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

Section 3. Review of Proposed Improvements. The Architectural Committee shall consider and act upon all proposals or plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. With the prior written approval of Declarant

for so long as Declarant owns any part of the Property, the Architectural Committee may issue and amend architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings, and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

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

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

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against

such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

Section 6. Exemption of Declarant. A Declarant and any entity affiliated with a Declarant shall be exempt from the requirements of this Article X. For purposes of this Section, an entity affiliated with a Declarant shall be deemed to include any entity owned by a Declarant, any entity that owns a Declarant, and any entity that is under common control with a Declarant. Any Lot transferred by Declarant to any homebuilder shall be exempt from the requirements of this Article X until a certificate of occupancy is issued for Improvements on the Lot.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, or any homebuilder to which Declarant may sell one or more Lots, and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration.

Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Declaration and such written instrument is recorded in the official records of Ada County, Idaho.

Section 4. Amendment. Until the Class B Member Termination Date, Declarant will have the exclusive right to amend this Declaration. After the Class B Member Termination Date, this Declaration may be amended by a written instrument setting forth the amendment and signed and acknowledged by the president and secretary of the Association certifying that the amendment has been approved by two-thirds (2/3) of the Members. Amendments shall be in the form of supplemental declarations and must be recorded in the records of Ada County, Idaho. Until the Class B Member Termination Date, any purported amendment or termination without Declarant's approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by Declarant and recorded.

Section 5. Annexation. **Until the Class B Member Termination Date, additional real property may be annexed into the Property by Declarant at its sole and absolute discretion without any Association, Owner, or Class A Member consent.** After the Class B Member Termination Date, additional real property may be annexed into the Property with the written consent of two-thirds (2/3) of the Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 6. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association, any homebuilder to which Declarant sells one or more Lots

and all Lot Owners and their successors in interest. Subject to Article VII, Section 2 above, **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties, and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

Section 7. Attorneys' Fees/Collection of Fines. In the event it shall become necessary for the Association, Declarant, any homebuilder to which Declarant sells one or more Lots, or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

(a) Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association must comply with all requirements contained in the Idaho Code.

Section 8. Declarant Enforcement Rights. So long as Declarant owns any Lot or other portion of the Property Declarant shall have the right to enforce any of the provisions of this Declaration, the Articles, and the Bylaws that are intended to be for the benefit of Declarant.

Section 9. No Enforcement Obligation. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant or its respective agents, representatives, or employees, to undertake any affirmative action to enforce the provisions of this Declaration, any supplemental declaration, or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

Section 10. Application to Declarant and to Certain Homebuilders. Any provision of the Declaration that limits the liability of a Declarant, releases a Declarant from liability or any responsibility, is a disclaimer by a Declarant, exempts a Declarant from any provision(s) of this Declaration, limits actions that may be taken against a Declarant (and/or others associated with a Declarant), states actions a Declarant may take in connection with any Dispute or is a waiver or an indemnification in favor of a Declarant (and/or others associated with a Declarant), shall apply equally to any homebuilder to which Declarant sells one or more Lots (and/or to others associated with any such homebuilder).

Section 11. Mediation/Arbitration of Disputes.

(a) Any and all claims, controversies, breaches, or disputes (each a "Dispute") involving Declarant or any affiliate of Declarant, and any Owner or the Association (individually referred to as a "Party" or collectively as the "Parties") arising out of or related to this Declaration, the Dispute (as hereinafter defined) relating to this Declaration, the Dwelling Units, the sale of a Dwelling Unit, or any transaction related thereto, whether such Dispute is based on contract, tort, statute, or in equity, including, without limitation, any Dispute over: breach of contract, negligent or intentional misrepresentation or fraud, nondisclosure, breach of any alleged duty of good faith and fair dealing, allegations of latent or patent construction defects, breach of any fiduciary duty, or any other matter arising out of or related to the interpretation of any term or provision of this Declaration, sales agreement, or otherwise must first be submitted to mediation and, if not settled during mediation, must thereafter be submitted to binding arbitration as provided by the Federal

Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity, subject to the procedures set forth in this Section.

(b) All mediations commenced by any of the Parties must be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with AAA's Construction Industry Arbitration Rules and Mediation Procedures in effect on the date of such request. All Parties are required to personally attend the mediation. Any Party who will be relying upon an expert report or repair estimate at the mediation will provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all Parties and their experts will be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder. Any mediator and associated administrative fees incurred will be shared equally by the Parties unless otherwise required by law.

(c) If the Dispute is not fully resolved by mediation, the Dispute must be submitted to binding arbitration and administered by AAA in accordance with AAA's Construction Industry Arbitration Rules and Mediation Procedures in effect on the date of such request. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute will be heard and determined by three arbitrators; however, if mutually agreed to by the Parties, then the Dispute will be heard and determined by one arbitrator. If the Parties are unable to mutually agree upon the arbitrator(s) from a list of at least eight potential arbitrators provided by AAA, a new list of at least eight potential arbitrators will be provided by AAA. If after three such lists, the Parties are unable to agree upon an arbitrator(s), AAA will require the Parties to rank all the potential arbitrators. AAA will then select the arbitrator(s) with the highest combined ranking by the Parties. Arbitrators must have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. The arbitrator(s) may issue any remedy or relief which the courts of the state of Idaho could issue if presented the same circumstances, including dispositive motions such as a motion for summary judgment, and the arbitrators must follow and otherwise employ the standards for issuing such relief as defined by Idaho's law. The arbitrator will have the exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate, including without limitation any claim that all or any part of this agreement to arbitrate is void or voidable, which will be determined in accordance with the Federal Arbitration Act. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Parties. No Party to the arbitration proceedings will attempt to take the deposition of any past or present chairman of the board of directors, director, president, chief executive officer, chief operating officer, chief financial officer, or treasurer of Declarant or any of its affiliates, subsidiaries or related entities nor will any party attempt to compel the appearance of such a person at any proceedings, unless: (i) such person is personally involved in and has direct and unique personal knowledge of or unique information about the matter in dispute, which knowledge and information is not available from or through any other person; (ii) such party has used its best efforts to obtain such knowledge or information through alternative and less burdensome and intrusive discovery methods; and (iii) such knowledge or information is material

and necessary for the party's prosecution or defense of the matter in dispute and is not sought to harass or annoy.

(d) The waiver or invalidity of any portion of this Section will not affect the validity or enforceability of the remaining portions of this Section. The Parties further agree (i) that any Dispute involving Declarant's affiliates, directors, officers, employees and agents will also be subject to mediation and arbitration as set forth herein, and will not be pursued in a court of law or equity; (ii) that Declarant may, at its sole election, include Declarant's contractors, subcontractors and suppliers, as well as any warranty company or insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be otherwise limited to the parties specified herein.

(e) To the fullest extent permitted by applicable law, the Parties agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding will be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, the Parties further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder will be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(f) Each party will bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting Party will be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a Party fails to abide by the terms of a mediation settlement or arbitration award, the other party will be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(g) Notwithstanding the foregoing, if any Party seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions will not be interpreted to indicate that the Party has waived the right to mediate or arbitrate. The right to mediate or arbitrate should also not be considered waived by the filing of a counterclaim by the Parties once a claim for injunctive relief has been filed with a court.

(h) THE PARTIES AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHERS ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE LOT OR DWELLING UNIT AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON A CLASS-WIDE OR

MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SUBSECTION (d) ABOVE.

(i) Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular Dispute is determined by the arbitrator to not be subject to the mediation or the arbitration provisions above, then the Parties agree to the following provisions: THE PARTIES ACKNOWLEDGE THAT JUSTICE WILL BEST BE SERVED IF DISPUTES ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. THE PARTIES AGREE THAT ANY DISPUTE WILL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

Section 12. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 13. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

Section 14. Assumption of Risk; Waiver of Claims. **All Owners and the Association, for themselves and their respective family members, invitees, and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, Common Lots, and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective members, managers, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective members, managers, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective members, managers, employees and agents, shall not be responsible or liable for damages to any Owner and/or the Association, or their respective family members, invitees or licensees, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.**

[End of Text]

Declarant has executed this Declaration as of the date first above written.

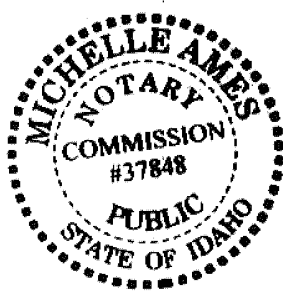
Declarant:

LENNAR HOMES OF IDAHO, LLC,
a Delaware limited liability company

By: 
Jeffrey Clemens, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on October 22, 2024, by JEFFREY CLEMENS as President of LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company.



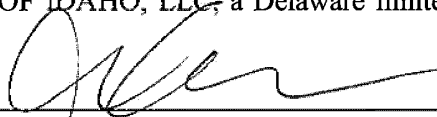

Signature of Notary Public
My commission expires: 3-26-2026

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All real property within Pera Place Subdivision, according to the official plat thereof, filed in Book 129 of Plats at Pages 21057 through 21061 as Instrument No. 2024-061147, records of Ada County, Idaho.

EXHIBIT B

LEGAL DESCRIPTION OF COMMON LOTS

Lot 8, Block 1, Lots 1, 4, 7, 9, 21, and 18, Block 2; Lot 10, Block 4, Pera Place Subdivision, according to the official plat thereof, filed in Book 129 of Plats at Pages 21057 through 21061, Records of Ada County, Idaho.

EXHIBIT C

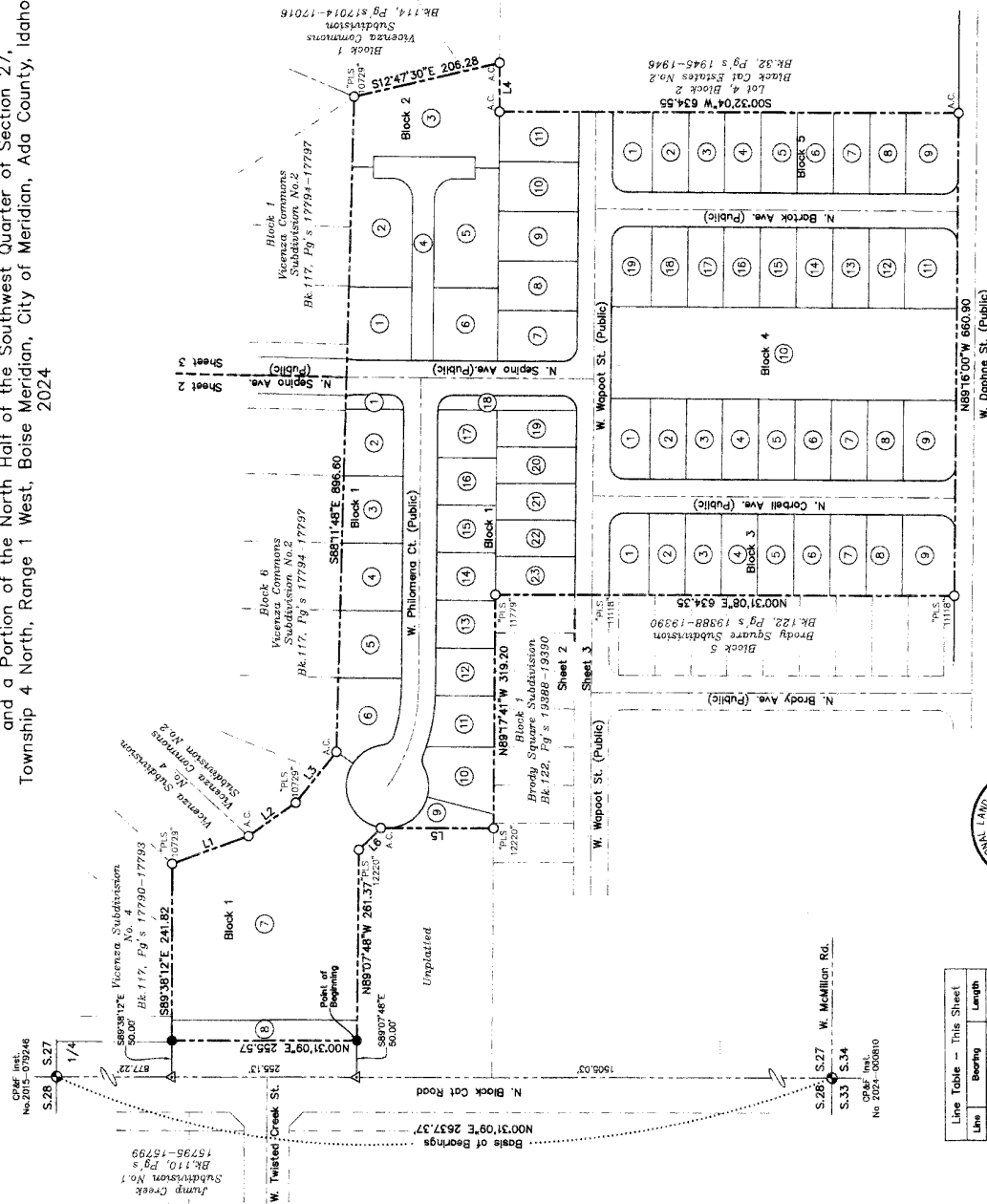
PERA PLACE SUBDIVISION PLAT

See attached.

Plat Showing

Pera Place Subdivision

A Replat of Lots 2 & 3, Block 2 of Black Cat Estates Subdivision No. 2, and a Portion of the North Half of the Southwest Quarter of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho.
2024



Line	Booring	Length
L1	S19°35'11"E	11.85'
L2	S34°24'48"E	76.38'
L3	S50°46'23"E	88.27'
L4	N89°25'46"W	87.40'
L5	N00°28'34"E	155.40'
L6	N44°20'31"W	42.57'

Monument Certificate:

This is to certify that this plot is being recorded under the provisions of Idaho Code 50-133; through 50-1333 and that all interior monuments will be set within one year from the recording date of this plot.

Reference Documents:

ROS's: 630, 4369, 7768, 9148, 10221, 12686, 12801, 13041, & 13687.
 Needs: 107058013, 108104620, 101033560, 2020-130654, 2020-130286, 2021-174626, 2022-022074, & 2022-056177.
 Loans: 2021-040578
 Subdivisions: Black Cat Estates, Black Cat Estates No. 2, Vicenza Commons, Vicenza Commons No. 2, Vicenza No. 2, Vicenza No. 4, Summerwood, & Brody Square.

Survivor's Narrative:

The Purpose of this Survey is to Subdivide the Property shown hereon. The Property Boundary was Established prior to Platting as shown on Record of Survey No. 13041. See Record of Survey No. 13041 for more information. The Basis of Bearing is N00°31'09"E between the Southwest Section Corner of the West 1/4 Quarter Corner, per ROS# 12801, 13041, & 13667, and Brody Square Subdivision.

Book

Page

IDAHO
SURVEY
GROUP, LLC

20855 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-9570
WWW.IDAHOSURVEY.COM

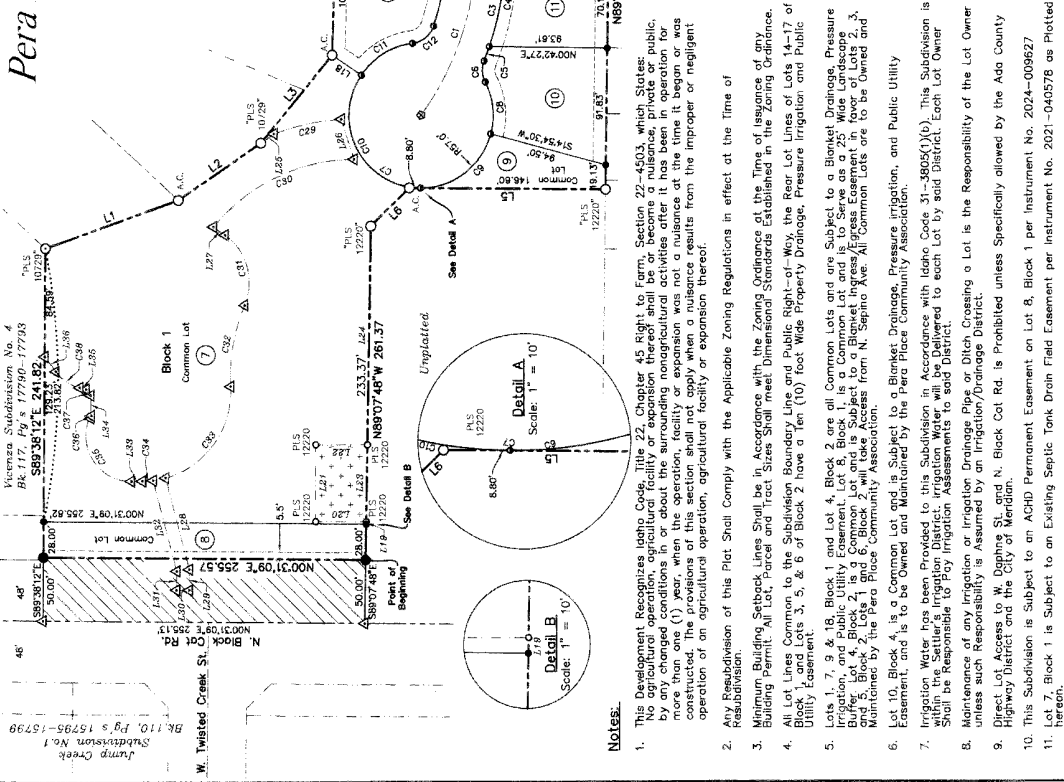
Job No. 21-546
Sheet 1 of 5

See sheet 2 for Notes & Easement Line Table.

\\fern\pape Submission 21-545\dw\Prot\21-546 Pers Place Sub HK 11-1-23.dwg 10/25/2024 11:58:53 AM

PX 129 PG 21058

Pera Place Subdivision

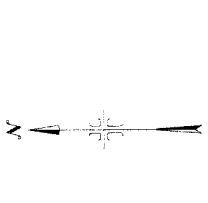


Notes:

- This Development Recognizes Idaho Code, Title 22, Chapter 45 Right to Farm, Section 22-4503, which States: No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for one year. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof.
- Any Resubdivision of this Plat Shall Comply with the Applicable Zoning Regulations in effect at the Time of the Resubdivision.
- Minimum Building Setback Lines Shall be in Accordance with the Zoning Ordinance at the Time of Issuance of any Building Permit. All Lot, Parcel and Tract Sizes Shall meet Dimensional Standards Established in the Zoning Ordinance.
- All Lot Lines Common to the Subdivision Boundary Line and Public Right-of-Way, the Rear Lot Lines of Lots 14-17 of Block 1 and Lots 3, 5, & 6 of Block 2 have a Ten (10) foot Wide Property Drainage, Pressure Irrigation and Public Utility Easement.
- Lots 1, 7, 9 & 18, Block 1 and Lot 4, Block 2 are all Common Lots and are Subject to a Blanket Drainage, Pressure Irrigation, and Public Utility Easement. Lot 8, Block 1, is a Common Lot and is to Serve as a 25' Wide Landscape Easement. Block 4 Common Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 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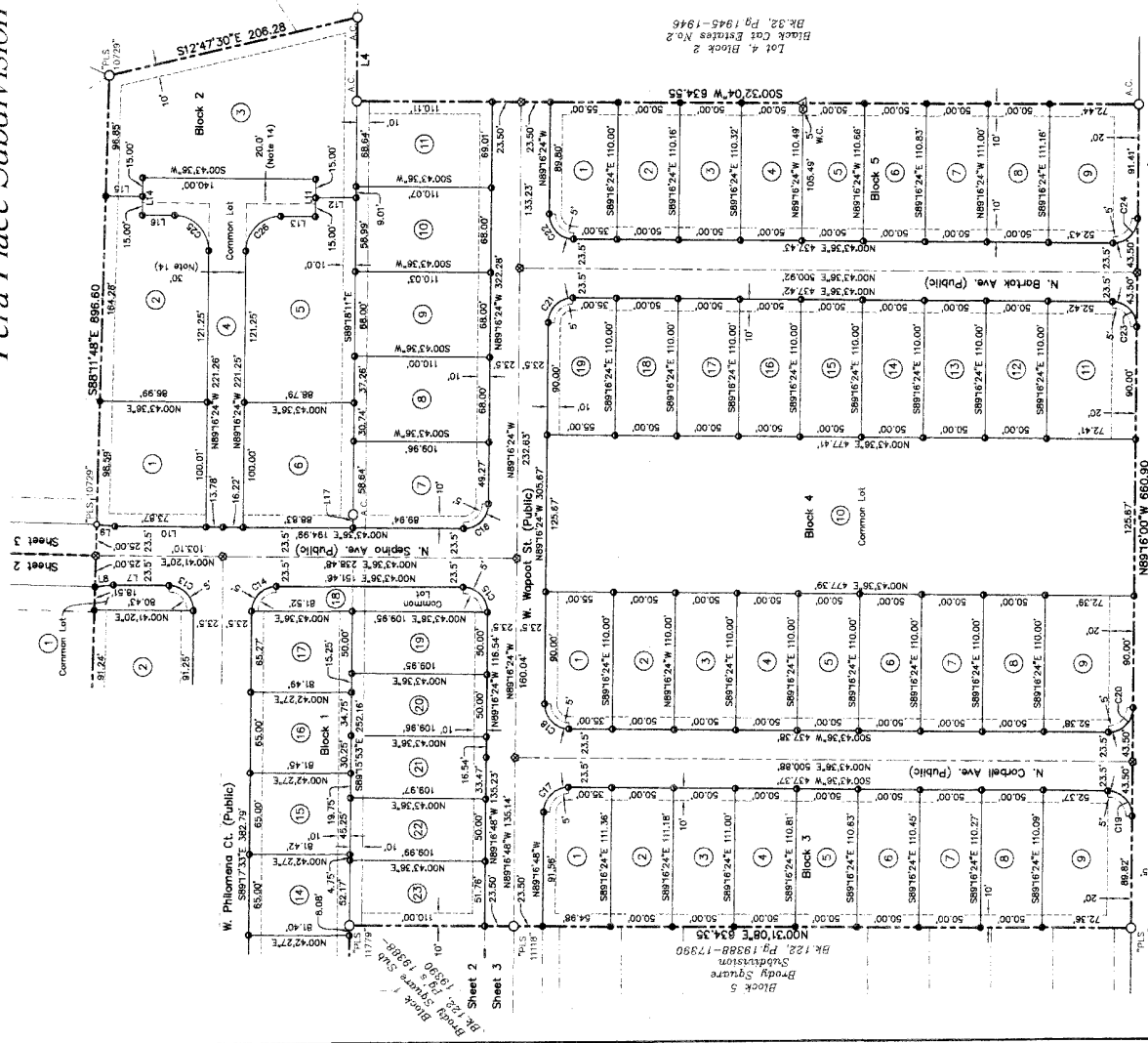
PK 24 pg 2.1059

Pera Place Subdivision



Legend

- Found 5/8" Iron Pin, as Noted
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO PLS 8251"
- Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO PLS 8251"
- To Be Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- To Be Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO 8251"
- Calculated Point, Nothing Found or Set
- Witness Corner
- Lot Number
- Added Plastic Cap Marked "ISO PLS 8251" to Base from Pin
- Subdivision Boundary Line
- Lot Line
- Right-of-Way Line
- Lot/Parcel Line of Record
- Centerline
- Public Utilities, drainage, irrigation Easement Line
- Existing Public Utilities, drainage, irrigation Easement Line
- ADO Permanent Easement Line (Note 10)
- City of Meridian Permanent Easement Line (Note 14)
- Match Line



Curve Table

Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	141.01	228.60	351.10°	N71°15'53\"	136.80
C2	62.84	206.10	172°39'40\"	S80°32'38\"	62.89
C3	91.03	253.10	203°27'27\"	S78°59'19\"	80.54
C4	71.43	253.10	161°01'11\"	S79°30'46\"	71.19
C5	12.12	253.10	2°44'35\"	S70°03'23\"	12.12
C6	16.97	20.00	48°36'54\"	S87°00'28\"	16.47
C7	288.93	57.00	20°23'48\"	S27°34'38\"	65.04
C8	42.02	57.00	42°14'18\"	N83°48'11\"	41.08
C9	75.11	57.00	75°30'14\"	S37°16'35\"	69.80
C10	288.93	57.00	20°23'48\"	S27°34'38\"	65.04
C11	48.79	57.00	49°02'33\"	N31°23'50\"	47.31
C12	22.66	20.00	64°55'33\"	S39°19'38\"	21.47
C13	31.42	20.00	80°01'07\"	N45°41'54\"	28.29
C14	31.42	20.00	80°01'07\"	N44°16'24\"	28.28
C15	31.42	20.00	80°01'07\"	N45°43'36\"	28.28
C16	31.42	20.00	80°01'07\"	S44°16'24\"	28.28
C17	31.41	20.00	80°01'07\"	N44°16'24\"	28.28
C18	31.42	20.00	80°01'07\"	S45°43'36\"	28.28
C19	31.42	20.00	80°01'07\"	N45°43'36\"	28.28
C20	31.41	20.00	80°01'07\"	S44°16'24\"	28.28
C21	31.42	20.00	80°01'07\"	N44°16'24\"	28.28
C22	31.42	20.00	80°01'07\"	S45°43'36\"	28.28
C23	31.42	20.00	80°01'07\"	N45°43'36\"	28.28
C24	31.41	20.00	80°01'07\"	S44°16'24\"	28.28
C25	43.86	28.00	80°01'07\"	N45°43'36\"	39.60
C26	43.86	28.00	80°01'07\"	N44°16'24\"	39.60
C27	7.49	253.10	1°41'41\"	S88°28'42\"	7.49

Line Table

Line	Bearing	Length
L1	S18°35'11\"	111.85
L2	S34°24'46\"	79.39
L3	S50°46'22\"	89.27
L4	N69°25'45\"	67.40
L5	N00°26'34\"	155.40
L6	N44°25'33\"	42.57
L7	N00°41'20\"	46.04
L8	N4°54'39\"	15.11
L9	S08°23'30\"	15.05
L10	N00°41'20\"	67.85
L11	N00°16'24\"	30.00
L12	N00°43'36\"	32.80
L13	S00°43'36\"	27.91
L14	S89°16'24\"	30.00
L15	N00°43'36\"	28.81
L16	S00°43'36\"	26.09
L17	S89°15'52\"	10.63
L18	N34°06'52\"	27.96



Page

Book

IDAHO
SURVEY
GROUP, LLC

Job No. 21-546
Sheet 3 of 5

See sheet 2 for Notes & Easement Line Table.

W. Daphne St. (Public)

N. Daphne St. (Public)

PK 121 pg 2068

Pera Place Subdivision

Certificate of Owners

Know all men by these presents: that Applied Media, Inc., an Idaho corporation is the Owner of the Property Described as follows:

The following Describes a Parcel of Land being a Replat of Lots 2 & 3, Block 2 of Buck Cat Estates Subdivision No. 2 as filed for Record in Book 32 of Plats at Pages 1945 & 1946, Records of Ada County, Idaho, and a Portion of Parcel 17 of Survey No. 7786, Records of Ada County, Idaho, lying in the North 1/2 of the Southwest 1/4 of Section 27, T4N, R10E, S10E, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 27; From which, the West 1/4 Corner of said Section 27 bears, North 00°31'09" East, 263.33 feet to the Southeast Corner of said Section 27; thence South 74°41'00" East, 50.00 feet to a set 5/8" Iron Pin with Plastic Cap 15G PLS 8251* on the Dedicated Right of Way Line of South Buck Cat Road as filed for Record as Instrument No. 2024-02104; Records of Ada County, Idaho, the POINT OF BEGINNING

Thence along the Dedicated Right of Way Line of North Buck Cat Road being Fifty (50) feet Easterly of and parallel with the Westerly Boundary Line of the Southwest 1/4 of said Section 27, North 00°31'09" East, 253.57 feet to a set 5/8" Iron Pin with Plastic Cap 15G PLS 8251* on the Boundary Line of Parcel 15* of said Record of Survey, and on the prolongation of the Southerly Boundary Line of Venczo Subdivision No. 4, as filed Recorded in Book 117 of Plats of Page 17740 thru 17793 Records of Ada County, Idaho;

Thence leaving said Dedicated Right of Way Line, and along the Boundary Line of said Parcel 15*, and the Prolongation of the Southerly Boundary Line of said Venczo Subdivision No. 4, South 89°38'17" East, 241.92 feet to a found 5/8" Iron Pin PLS 10729* Marking an Angle Point;

Thence continuing along the Boundary Line of said Parcel 15*, and the Southerly Boundary Line of said Venczo Commons Subdivision No. 4, South 19°25'51" East, 111.45 feet to a found 5/8" Iron Pin PLS 8251* Marking the Corner Common with said Venczo Commons Subdivision No. 4, and Venczo Commons Subdivision No. 2, as filed Recorded in Book 117 of Plats of Pages 17784 thru 17787 Records of Ada County, Idaho;

Thence leaving the Southerly Boundary Line of said Venczo Commons Subdivision No. 4, and continuing along the Boundary Line of said Parcel 15*, and along the Southerly Boundary Line of said Venczo Commons Subdivision No. 2, South 34°24'46" East, 79.35 feet to a found 5/8" Iron Pin PLS 10729*;

Thence continuing, South 50°46'23" East, 86.27 feet to a found 5/8" Iron Pin PLS 10729* Marking the Corner Common with said Venczo Commons Subdivision No. 2, and Venczo Commons Subdivision as filed Recorded in Book 117 of Plats of Page 17784 thru 17787 Records of Ada County, Idaho;

Thence leaving the Southerly Boundary Line of said Venczo Commons Subdivision No. 2, and continuing along the Boundary Line of said Parcel 15*, and along the Westerly Boundary Line of said Venczo Commons Subdivision No. 2, South 12°47'50" East, 206.28 feet to a found 5/8" Iron Pin PLS 10729* Marking an angle point in the Boundary of said Venczo Commons Subdivision, and being on the Northerly Boundary Line of Block Cat Estates No. 2 Subdivision as filed for Record in Book 32 of Plats of Page 1945 thru 1946, Records of Ada County, Idaho;

Thence leaving the Westerly Boundary Line of said Venczo Commons Subdivision, and continuing along the Boundary of said Parcel 15*, and along the Northerly Boundary Line of said Buck Cat Estates No. 2 Subdivision, North 89°25'45" West, 67.40 feet to a found 5/8" Iron Pin with Plastic Cap 15G PLS 8251* Marking the Corner Common with Lots 3 & 4 of said Buck Cat Estates No. 2 Subdivision;

Thence leaving said Boundary Lines, and along the Line Common with said Lots 3 & 4, South 00°12'04" West, 634.55 feet to a found 5/8" Iron Pin, and set Plastic Cap 15G PLS 8251* in the Northerly Right of Way Line of West Daphne Street;

Thence leaving said Common Line, and along the Northerly Right of Way Line of West Daphne Street, North 89°16'00" West, 660.80 feet to a found 5/8" Iron Pin PLS 11118* lying on the Easterly Boundary Line of Brody Square Subdivision as filed for Record in Book 122 of Plats at Pages 19388 thru 19390;

Thence leaving said Northerly Right of Way Line, and along the Easterly Boundary Line of said Brody Square Subdivision, North 00°31'08" East, 634.35 feet to a found 5/8" Iron Pin PLS 11779* Marking an Angle Point in the Boundary of said Brody Square Subdivision, and a point on the Boundary Line of Parcel 15* of Record of Survey No. 7786;

Thence leaving said Easterly Boundary Line, and along the Northerly Boundary Line of said Brody Square Subdivision, and the Boundary Line of said Parcel 15*, North 89°17'41" West, 319.20 feet to a found 5/8" Iron Pin PLS 12220*;

Thence continuing, North 44°20'53" West, 42.57 feet to a found 5/8" Iron Pin PLS 12220*;

Thence continuing, North 89°07'48" West, 261.37 feet to the POINT OF BEGINNING

The above Described Parcel of Land contains 16.32 acres, more or less.

It is the Intention of the Undersigned to hereby include the above Described Property in this Plat and to Dedicate to the Public the Public Streets as shown on this Plat. The Easements Indicated on this Plat are not Dedicated to the Public. However, the Right to use said Easements is Perpetually Reserved for Public Utilities and for such other uses as Designated herein. No Permanent Structures other than for such Utility Purposes and other uses are to be Erected within the Limits of said Easements. All Lots in this Plat will be Eligible to Receive Water Service from the City of Meridian, and the City of Meridian has Agreed in Writing to Serve all the Lots in this Subdivision.

Tony Tseng, President
Applied Media, Inc.

Certificate of Surveyor

I, Lawrence H. Kanner, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" is drawn from an actual survey made on the ground under my direct supervision and a surveyor's map accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



Lawrence H. Kanner
Lawrence H. Kanner

PLS. No. 8251

Acknowledgment

State of Idaho } s.s.
County of Ada }

On this 26th day of January, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Tony Tseng, known or identified to me to be the president of Applied Media, Inc., the corporation and that 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.

9-29-2029
My Commission Expires



Daniel L. Lauer
Notary Public, State of Idaho
Residing in Meridian, Idaho

Pera Place Subdivision

Health Certificate

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 15, have been satisfied based on a review by a Qualified Licensed Professional Engineer (Q.L.P.E.) representing City of Meridian and the Q.L.P.E. approved the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can proceed and the developer is cautioned that if the developer is simultaneously constructing the building, the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.



Donna Beahm DEHS 214.24 Date
Central District Health

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 22nd day of May, 2024.



Steve Felling
Commissioner President ACHD

Approval of City Engineer

I, the undersigned, City Engineer in and for the City of Meridian, Ada County, Idaho, hereby approve this plat.

William Stinson 9/12/24 Date
City Engineer L.A. 9450

Approval of City Council

I, the undersigned, City Clerk in and for the City of Meridian, Ada County, Idaho, do hereby certify that the foregoing plat was accepted and approved.



Chris Johnson
City Clerk, Meridian, Idaho BY TINA LOWELL, DEPUTY

Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.



Rob P. Gray
County Surveyor
P.L.S.# 13553
29 October 2024

Certificate of County Treasurer

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



Elizabeth Mann Date 29 Oct 2024
County Treasurer
Signed by Deputy: Olivia Anderson

County Recorder's Certificate

State of Idaho }
County of Ada } s.s. Instrument Number 2024-09147

I hereby certify that this instrument was filed for record at the request of THIRD SURVEY GROUP at 46 Minutes past 12 O'clock P. on this day of 2024.
in Book 129 of plats at Pages 21057 through 21061

Frank
Deputy
Fee: \$27.00

Trent Hilde
Ex. Office Recorder



Book _____ Page _____



IDAHO
SURVEY
GROUP, LLC

Job No. 21-546
Sheet 5 of 5

8065 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8700
WWW.IDAHOSURVEY.COM