



KUNA PLANNING AND ZONING COMMISSION
Agenda for July 25, 2018 (Special Meeting)

Kuna City Hall ■ Council Chambers ■ 751 W. 4th St. ■ Kuna, Idaho

1. CALL TO ORDER AND ROLL CALL

Chairman Lee Young
Vice Chairman Dana Hennis
Commissioner Cathy Gealy
Commissioner Stephen Damron
Commissioner John Laraway

2. CONSENT AGENDA: *All Listed Consent Agenda Items are Action Items*

- a. Meeting Minutes for July 10, 2018.
- b. **Findings of Fact and Conclusions of Law** for 18-01-PUD; Timbermist Subdivision Planned Unit Development Modification.

3. PUBLIC HEARING

- a. **18-01-CPF (Combination Preliminary and Final Plat) & 18-12-DR (Design Review)** – Kelleher Sub. No. 2; On behalf of Open Door Rentals, Inc., the applicant, Trilogy Development, Inc. requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight multi-family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. A Design Review application for eight four-plex buildings, parking, lighting and landscaping accompanies this application. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080). *This item was tabled on July 10, 2018.* **ACTION ITEM.**

4. COMMISSION REPORTS

5. ADJOURNMENT

**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, July 10, 2018**

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	Absent
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	X
Commissioner Stephen Damron	X	Sam Weiger, Planner I	X
Commissioner John Laraway	Absent		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Chairman Young called the meeting to order at **6:00 pm**.

Call to Order and Roll Call

1. CONSENT AGENDA

- a. Meeting Minutes for June 26, 2018.

Commissioner Hennis Motions to approve the consent agenda; Commissioner Damron Seconds, all aye and motion carried 3-0.

2. PUBLIC HEARING

- a. **18-01-CPF (Combination Preliminary and Final Plat) & 18-12-DR (Design Review)** – Kelleher Sub. No. 2; On behalf of Open Door Rentals, Inc. the applicant, Trilogy Development, Inc. requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. A Design Review application for eight four-plex buildings, parking, lighting and landscaping accompanies this application. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080). This item was tabled on June 26, 2018.
 - *Staff requests this item be tabled to a Special Meeting on Wednesday, July 25, 2018.*

Jace Hellman: Chairman and Commissioners, as you know we asked to table this until an agreement was in the works or beginning. From my knowledge, the HOA manager and HOA board met last Friday. This was obviously too late for us to get anything in writing to submit in the packets. We tabled it to July 25th to give them more time to make a decision on whether this is going to happen or not. If it does, then we'll have at least some kind of framework rather than a recorded document. It will be showing you a step forward. If not, then we'll look at alternative measures and how to correct that.

Commissioner Gealy motions to table Case No. 18-01-CPF and 18-12-DR to a special Planning and Zoning Commission Meeting on July 25, 2018; Commissioner Hennis Seconds, all aye and motion carried 3-0.

- b. **18-09-SUP (Special Use Permit) & 18-17-DR (Design Review)** – Contractor's Storage Yard; On behalf of MMB Holdings, the applicant, Marla Carson with neUdesign Architecture, requests a Special Use Permit (SUP) for a contractor's storage yard and an eight-foot sight obscuring fence. A Design Review (DR) application for landscaping accompanies this application. The site is located at 706 E. Stagecoach Way, Kuna, Idaho 83634.

**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, July 10, 2018**

Marla Carson: I am representing neUdesign Architecture, 725 E 2nd Street in Meridian. We are requesting a special use and design review approval, so we can have a storage yard for our business in Kuna. The property is 196 feet by 240 feet. We plan to have ten feet of landscaping on the street frontage, which will be irrigated by City Water. There's no irrigation to the property. We'll be bringing in dust-free recycled asphalt in two phases to the site. The yard will be used to store concrete equipment and trucks. An eight-foot privacy fence has been installed around the property. **C/Young:** Is the access to the yard on the northwest corner, where there is an existing driveway? **Marla Carson:** Correct. The gate is set back about 40 feet, and there's an existing driveway there that is shared with the towing company. **C/Damron:** They're not going to use this as a maintenance yard, are they? **Marla Carson:** No, just storage. **C/Gealy:** Would there be any washing out of the concrete trucks and the equipment at this site? **Marla Carson:** No. **Sam Weiger:** Good evening Commissioners, for the record, Sam Weiger, Planner I, Kuna Planning and Zoning Staff, 751 W 4th Street. Marla Carson explained the request in the detailed submittal letter. Staff is supportive of this request for the contractor's storage yard on Stagecoach Way. The site is zoned M-1 and is appropriate for a contractor's storage yard. Per Kuna City Code 5-5-4-E, for the storage of bulk flammable liquids and gases for resale, fuel yard and explosive storage: These type of storage facilities shall be located in the appropriate zoning district at least six hundred (600) feet from any religious institution. The proposed contractor's storage yard is next to Calvary Church Kuna, so those items may not be included in the storage yard. The detailed submittal letter states that the contractor's storage yard will contain concrete, construction trucks, and supplies. Since the building is being constructed, the project will not be noticeable to most people and the impact will be minimal. Drivers might notice the fencing, but they will not be impacted by the site. The landscaping needs to be maintained in a healthy growing condition, and all lighting need to be LED lighting and establish "Dark Skies" practices as detailed in the conditions. Due to a privacy fence, the impact of the site is minimal. There is an existing, eight-foot chain link fence. The private fence is not within a vision clearance area. Per Kuna City Code, at least one parking space must exist for every two employees (on the largest shift for which the building is designed) and 1 for each motor vehicle used in the business. With that I will stand for any questions you may have. **C/Young:** I will open the public testimony at 6:10. Nobody signed up to testify, so I will close the public testimony at 6:11. Jace Hellman: Staff would like to add that because they will be using potable water and irrigation is not available to the site, they will need to work with the City Engineer for some backflow device to make sure no contamination happens with the drinking water, as mentioned in the conditions. **C/Hennis:** Seems like everything is appropriate. It's in the right zoning area, and the fencing is set up properly.

Commissioner Hennis motions for approval of Case No. 18-09-SUP and 18-17-DR with the conditions as outlined in the staff report; Commissioner Damron Seconds, all aye and motion carried 3-0.

3. COMMISSION REPORTS

4. ADJOURNMENT

Commissioner Gealy motions to adjourn; Commissioner Hennis Seconds, all aye and motion carried 3-0.

**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, July 10, 2018**

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department



City of Kuna

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P & Z Findings of Fact & Conclusions of Law

To: Planning and Zoning Commission

Case Numbers: 18-01-PUD Mod (Planned Unit Development Modify)
Timbermist Sub

Site Location: NEC Linder & Hubbard Roads Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: July 25, 2018

Engineer: **Engineering Solutions, LLP,**
Becky McKay
1029 N Rosario St. Ste. 100
Meridian, ID, 83642
208.938.0980
Es-beckym@qwestoffice.net

Owner(s): Toll ID I, LLC
Thomas Coleman
3103 W, Sheryl Dr., Ste. 100
Meridian, ID, 83642
tc Coleman@tollbrothers.com

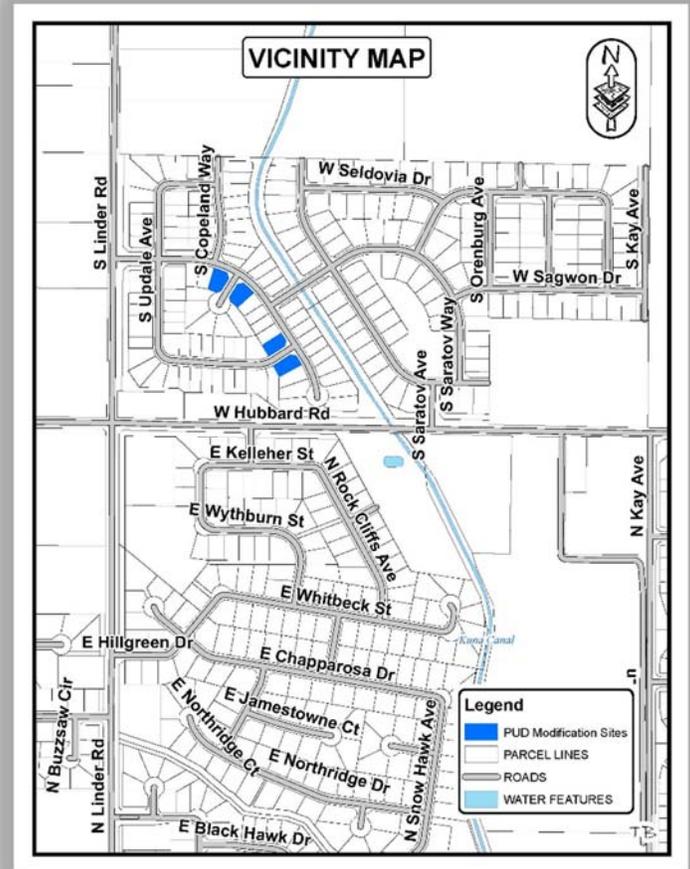


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A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that PUD's (Planned Unit Development) and Development Agreements are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body and City Council as the decision making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- | | |
|----------------------------|--------------------------------------|
| i. Neighborhood Meeting | March 29, 2018 (10 persons attended) |
| ii. Agency Comment Request | May 3, 2018 |

- | | |
|----------------------------------|---------------|
| iii. 300' Property Owners Notice | June 14, 2018 |
| iv. Kuna, Melba Newspaper | May 31, 2018 |
| v. Site Posted | June 15, 2018 |

B. Applicant's Request:

On behalf of Toll ID I, LLC, the applicant Becky McKay with Engineering Solutions, LLC, requests approval for PUD Modification, in order to measure street side yard setbacks from public Rights-of-Way, rather than from edge of sidewalk as required in KCC 5-3-3(9). This affects four (4) lots total in the Timbermist Subdivision; Lots 5 & 11, Block 9 in Sub No. 2, and Lot 23, Blk 10 & Lot 16, Blk 9 in Sub No. 3. The site is near the northeast corner (NEC) of Hubbard and Linder Roads, Kuna, Idaho, within Section 14, Township 2 North, Range 1 West; APN No's: R8461160290, R846116230, R8461170020 and R8461170360.

C. Aerial Map:



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D. Site History:

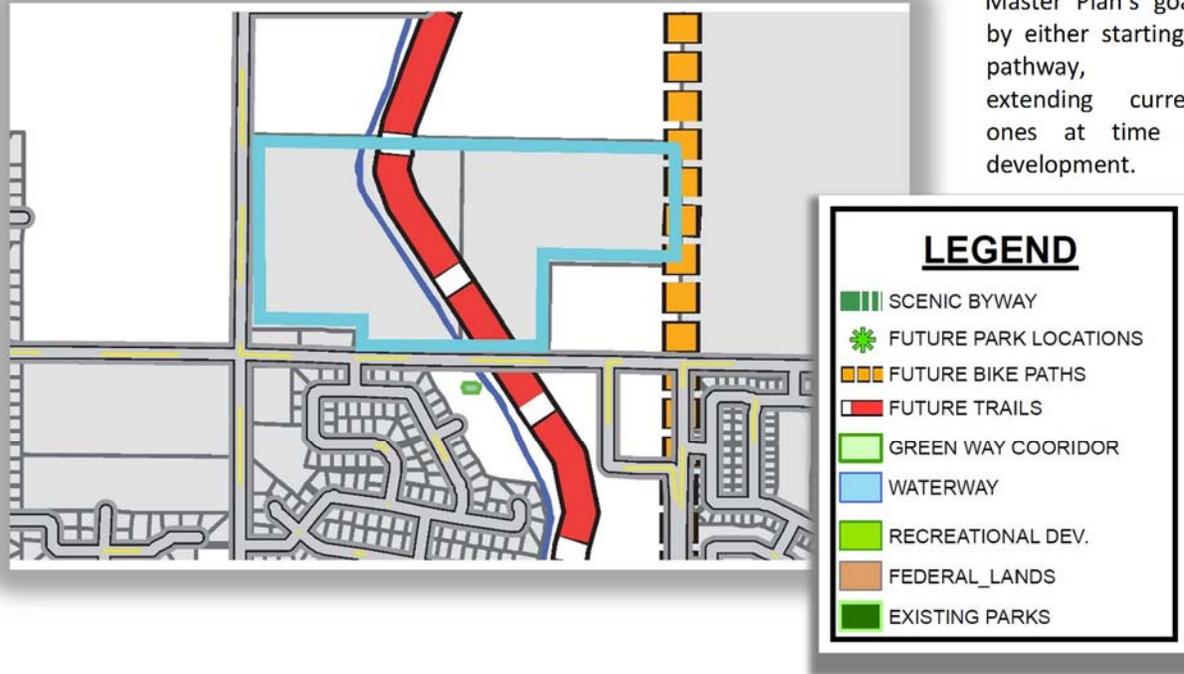
These parcels are a part of the Timbermist Subdivision which were recorded in 2015 and 2017. Prior to being developed, these lots were part of an agriculture field.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. These lands are designated as Medium Density Residential, and the current zoning is R-4, which in in concert with the Map.

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail through the northeast corner (NEC) of the site, situated along the Mason Creek feeder on the south side of the site. Accordingly, it is the City’s goal and desire to increase the number of trails and pathways in Kuna. Staff highly recommends that developers design and construct trails and pathways along frontages of their

canals and ditches to comply with the Master Plan’s goals by either starting a pathway, or extending current ones at time of development.



3. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR, C-1, R-2 thru R-6	Rural Residential – Ada County AND Neighborhood Comm., Low and Medium Den Residential– Kuna City
East	RR, PUD	Rural Residential – Ada County AND PUD – Kuna City
West	RR	Rural Residential – Ada County

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size (Approximately)	Current Zone: (R-4) Medium Den. Residential	Parcel Number
TOLL ID I, LLC	0.19 acres	R-4, Kuna City	R8461160230
TOLL ID I, LLC	0.19 acres	R-4, Kuna City	R8461160290
TOLL ID I, LLC	0.166 acres	R-4, Kuna City	R8461170020
TOLL ID I, LLC	0.188 acres	R-4, Kuna City	R8461170360
Total Acres 0.734			

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Meridian Rural Fire District
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

These are ready-to-go lots in an already fully-developed subdivision and three of the four are vacant. One lot does have a home being built on it.

7. **Transportation / Connectivity:**

All four lots already have improved connections to public streets.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Boise Project Board of Control – Exhibit B-1
- Department of Environmental Quality – Exhibit B-2
- Idaho Transportation Department (ITD) – Exhibit B-3

F. Staff Analysis:

These lots were platted with an R-4 zoning (Low/Med. Density) in 2015 and 2017. During the public hearings for said annexation, certain development conditions were applied and approved by the Commission and City Council. Staff finds that this proposal conforms to each condition as outlined in the findings of fact and conclusions of law and concludes the developer has made every effort to be compliant with those conditions.

This subdivision was approved originally in 2007, and was re-platted and slightly altered through the public hearing process in 2014, when Coleman Homes purchased the land. This subdivision is adjacent to two principle arterials, Linder and Hubbard Roads. All public utilities are directly adjacent to each lot within Timbermist Sub, as it has been fully improved.

Applicant is requesting to alter the street side yard setbacks for four (4) lots in Timbermist - Lots 5 & 11, Block 9 in Sub No. 2, and Lot 23, Block 10 & Lot 16, Block 9 in Sub No. 3. KCC 5-3-3-9, currently states;

Setbacks are usually measured from the property line; however, if a public sidewalk is placed upon private property by way of a public easement - the private property side edge of the sidewalk shall serve as the beginning of the setback line for establishing the yard setback.

These requested changes will not affect the lot count, or any open spaces. Rather, these changes likely will be un-noticeable to most residents and appears that they will have very little affect to anyone within Timbermist. The affected 'neighbor' of these changes will be the sidewalk and the street. Staff is confident that these requested changes will not alter the feel of the subdivision and appears that it poses no significant harm or detriment to any of its residents. From the letter of intent and applicants exhibits, it appears that the change in street side yard setbacks are minimal. The owner originally applied the PUD option of developing this subdivision, and this request appears to qualify as part of the give-and-take methodology, and staff recommends acceptance of these deviations from City Code.

Staff has determined this application complies with the goals and policies for Kuna City, Title 5 of the Kuna City Code as modified through this process; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan document; and forwards a recommendation of approval for Case No's 18-01-PUD MOD, subject to any conditions of approval outlined by Kuna's City Council.

G. Applicable Standards:

1. Kuna City Code Chapter 6 – Chapter 1-6; Subdivision Regulations,
2. City of Kuna Zoning Ordinance Title 5, Chapter 13 as modified,
3. City of Kuna Comprehensive Plan, adopted September 1, 2009.

4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

On June 26, 2018, the Planning and Zoning Commission considered the case, including the application, agency comments, staff's memo, the application exhibits and public testimony presented or given.

I. Factual Summary:

These parcels are located near the northeast corners of Linder and Hubbard Roads. The project consists of four (4) home lots, within the Timbermist subdivision and within City limits and all parcels are zoned R-4 (Low Density Residential). Applicant requests relief from the street side yard setbacks to be measured from the back of ROW, rather than the sidewalk for four (4) lots as required in KCC 5-3(9). All lots have significant frontage on public roads and are buildable lots within a recorded plat. The overall lot count will not be altered.

J. Findings of Fact:

Based upon the record contained in Case No. **18-01-PUD Mod**, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends approval of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 18-01-0UD Mod, a request for PUD (planned Unit Development) approval by the applicant follows:

The Council concludes that the applications comply with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC.

1. The Kuna Commission accepts the facts as outlined in the staff memo, the public testimony and the supporting evidence list presented.

Comment: *The Kuna Commission held a public hearing on the subject applications on June 26, 2016, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

2. Based on the evidence contained in Case No. 18-01-PUD Mod, this proposal appears to *generally* comply with the Comprehensive Plan and City Code.

Comment: *The Comp Plan has listed numerous goals for providing commercial, single-family and multi-family housing in Kuna. The Comp Plan Map designates this property as Medium Density. As this project proposes to accommodate residential uses the project generally follows the goals of the Comp Plan and the Comp Plan Map.*

3. The Kuna Commission has the authority to recommend approval or denial of these applications.

Comment: *On June 26 2018, the Commission voted to recommend approval of case No. 18-01-PUD Mod.*

4. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on June 26, 2018.*

K. City Commissions Comprehensive Plan Analysis:

Commission determines the proposed street side yard setback request for the *site* is consistent with the following Comp Plan components:

Housing:

Residents expressed interest in a mix of residential type dwellings applications; including a variety of housing. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 Comprehensive Plan [CP]).

Comment: *The Comp Plan provides for a mix of residential uses. This project provides an opportunity for a variety of densities, therefore it generally conforms to the Comp Plan goals and policies.*

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and staff shall evaluate with guidance from the City's attorney; the Idaho Attorney General's six criterion established to determine the potential for property taking.

Comment: *Utilizing the Idaho Attorney General's criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the Economic value is intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

Promote and ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1 [CP]).

Comment: *The Comp Plan encourages an adequate mix of housing for all income levels and calls for increasing pedestrian connections. The request provides an opportunity for a number of additional housing types to Kuna's inventory and quality housing.*

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3, and Pg. 65 – 4.3 [CP]).

Comment: *The request provides for quality housing opportunities and additional housing varieties to the City's inventory for all types of lifestyles, ages and economic groups.*

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly development while discouraging development of land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

Comment: *With the requested changes to these setbacks, applicant provides an opportunity for a high quality development with a variety of dwelling types, densities, and price points for all income levels Kuna as encouraged by the Comp Plan. In the future, this project could significantly add to the City's overall orderly development and discourages land divisions and development greater than one half acre, and could avoid increased municipal services costs and sprawl.*

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna's Image through good community and urban design principles that create well planned neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2 and 2.1[CP]).

Comment: Applicant shall be conditioned to follow sound community design concepts and comply with the Comp Plan goals and help strengthen Kuna's image.

L. City Council's Idaho State Code Analysis:

1. **IC §67-6511 (2) C** requires that the Commission analyze the proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, **or** would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.
2. **IC §67-6513** provides that the City provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.
3. Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents.

M. Conclusions of Law:

The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

1. The Commission feels the site *is* physically suitable for development in the future.
Comment: *The 0.734 acre (approximate) proposal appears to be suitable as proposed.*
2. The street side yard setback requests are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be built upon is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

3. These applications *are not* likely to cause adverse public health problems.

Comment: *These lots are within a record and developing subdivision. The change in street side yard setbacks generally comply with the Comp Plan. In the future, the lots will connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

4. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: *Through correspondence with public service providers and application evaluation, this change in setbacks appears to avoid detriment to surrounding uses. Council did consider the change in setbacks and the location of the properties with adjacent uses.*

5. The existing and proposed street and utility services in proximity to the site are suitable or adequate for future residential purposes.

Comment: *Previous correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for a future project.*

6. Based on the evidence contained in Case No. 18-01-PUD Mod, Council finds Case No. 18-01-PUD Mod adequately comply with Kuna City Code.
7. Based on the evidence contained in Case 18-01-PUD Mod, Council finds Case No. 18-01-PUD Mod generally comply with Kuna City Codes.

N. Recommended Conditions of Approval:

Based upon the Comp Plan, Kuna City Code, the record before the Commission, the applicant's presentation and testimony at the June 26, 2018, and discussion at the public hearing, the Kuna Commission votes to recommend approval for Case No. 18-01-PUD Mod, with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
 - d. The Meridian Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Meridian Fire District is required.
 - e. The *Boise-Kuna and Nampa-Meridian* Irrigation Districts shall approve any modifications to the existing irrigation system.
 - f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
 - g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).

5. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
6. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
8. All signage within/for the project shall comply with Kuna City Code and shall be approved in the design review process with all new commercial and multi-family.
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
11. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
12. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 25th, day of July, 2018.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST: _____
Troy Behunin, Planner III,
Kuna Planning and Zoning Department



City of Kuna

P & Z Staff Report

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Fax: (208) 922-5989
www.Kunacity.id.gov

To: Kuna Planning and Zoning Commission.

Case Numbers: **18-01-CPF** (Combination Pre-Plat & Final Plat) & **18-12-DR** (Design Review); Kelleher Sub. No. 2

Site Location: SEC of West Hubbard Rd. and North Linder Rd.

Planner: Jace Hellman, Planner II

Hearing Date: July 10, 2018
Tabled To: **July 25, 2018**

Owners of Record: Open Door Rentals, Inc.
1977 E. Overland Road
Meridian, ID 83642

Applicant (Developer): Trilogly Development, Inc.
9839 W. Cable Car Street.
Boise, ID 83709
208-895-8858

Representative: WHPacific Inc. – Jane Suggs
2141 W. Airport Way, Suite 104
Boise, ID 83705
208-275-8729
jsuggs@whpacific.com

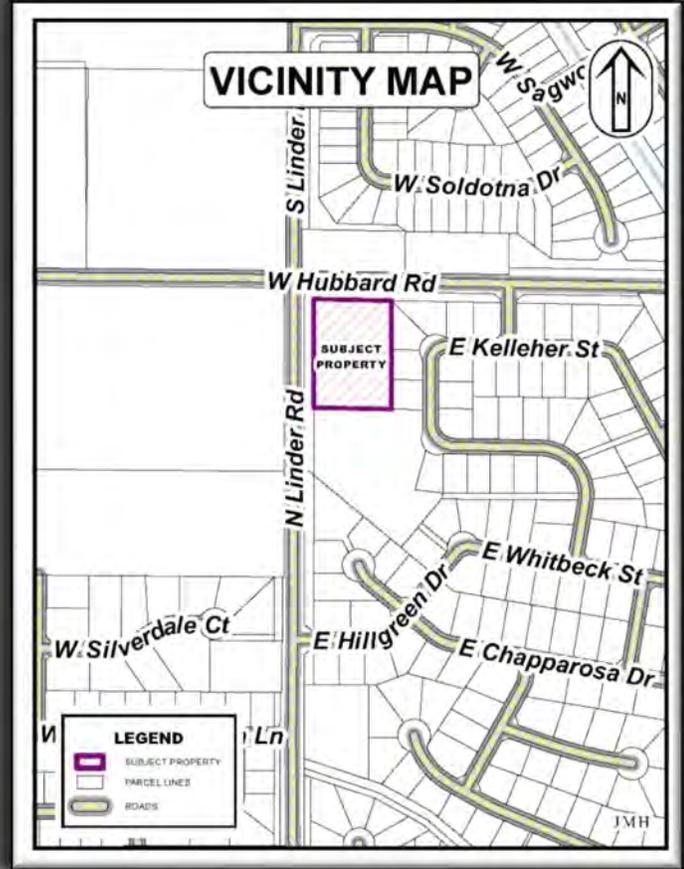


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| G. Applicable Standards | N. Recommended Conditions of Approval |

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that design reviews are designated as *public meetings*, with the Planning and Zoning Commission (acting as the Design Review Board) as the decision-making body; and that combination preliminary plat and final plats are designated as public hearings, with the P & Z Commission as a recommending body and City Council as the decision-making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

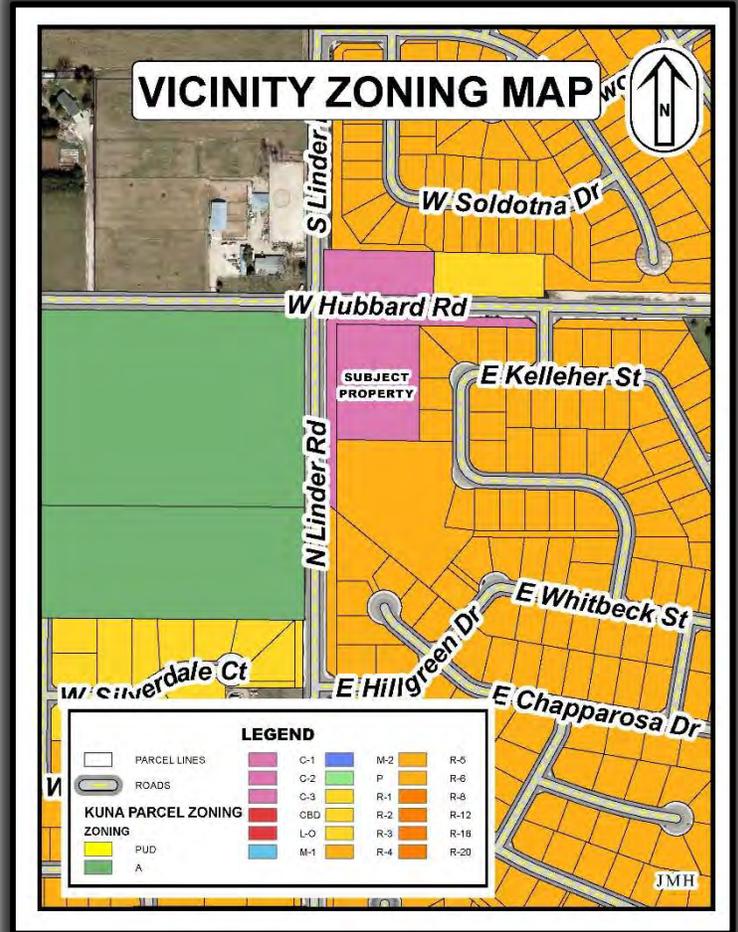
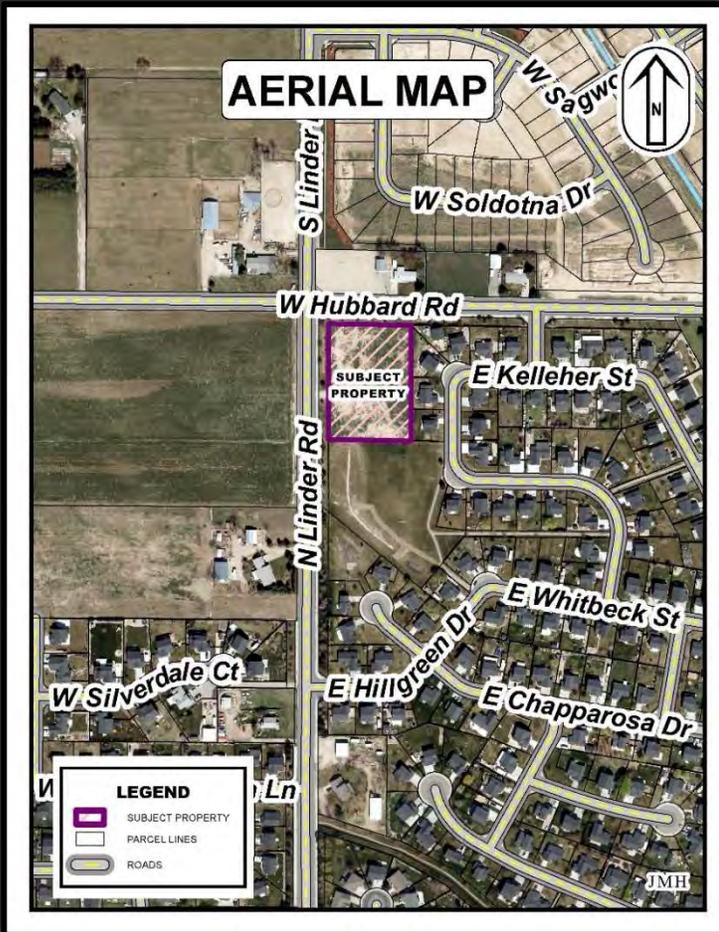
a. Notifications

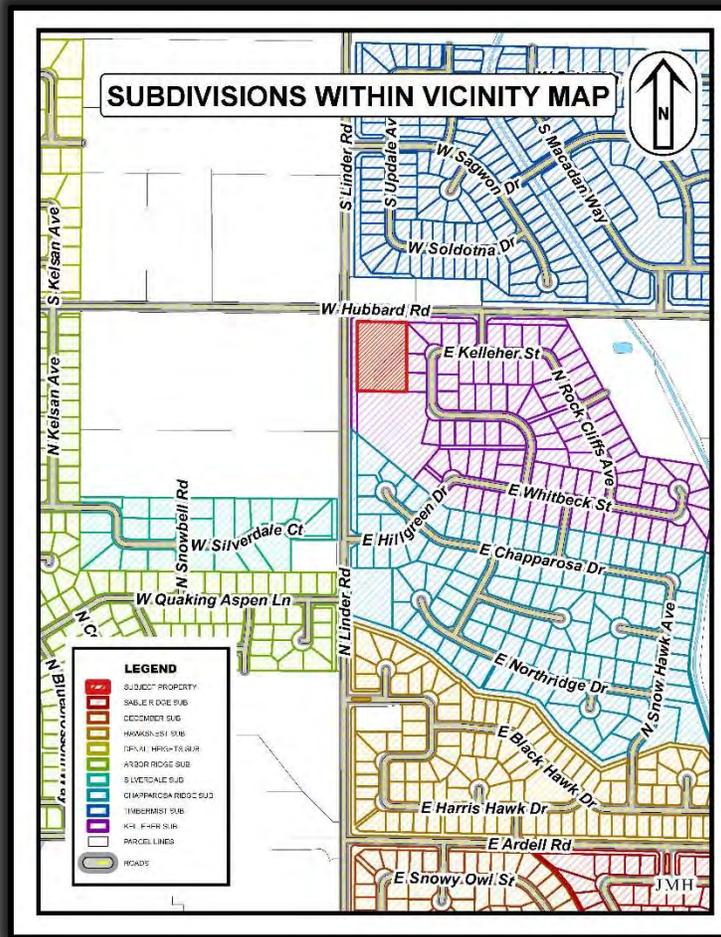
- | | |
|----------------------------------|------------------------------------|
| i. Neighborhood Meeting | March 5, 2018 (3 persons attended) |
| ii. Agency Comment Request | April 20, 2018 |
| iii. 350' Property Owners Notice | June 6, 2018 |
| iv. Kuna Melba Newspaper | June 6, 2018 |
| v. Site Posted | June 15, 2018 |

B. Applicant's Request:

On behalf of Open Door Rentals, Inc. the applicant, Trilogy Development, Inc. requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight multi-family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. A Design Review application for eight four-plex buildings, parking, lighting and landscaping accompanies this application. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

C. Exhibit Maps:



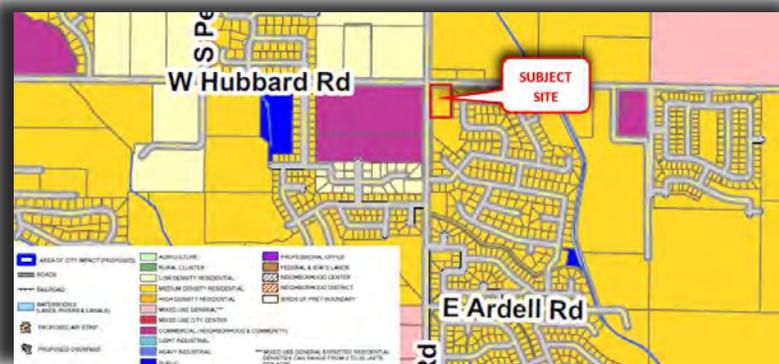


D. Site History:

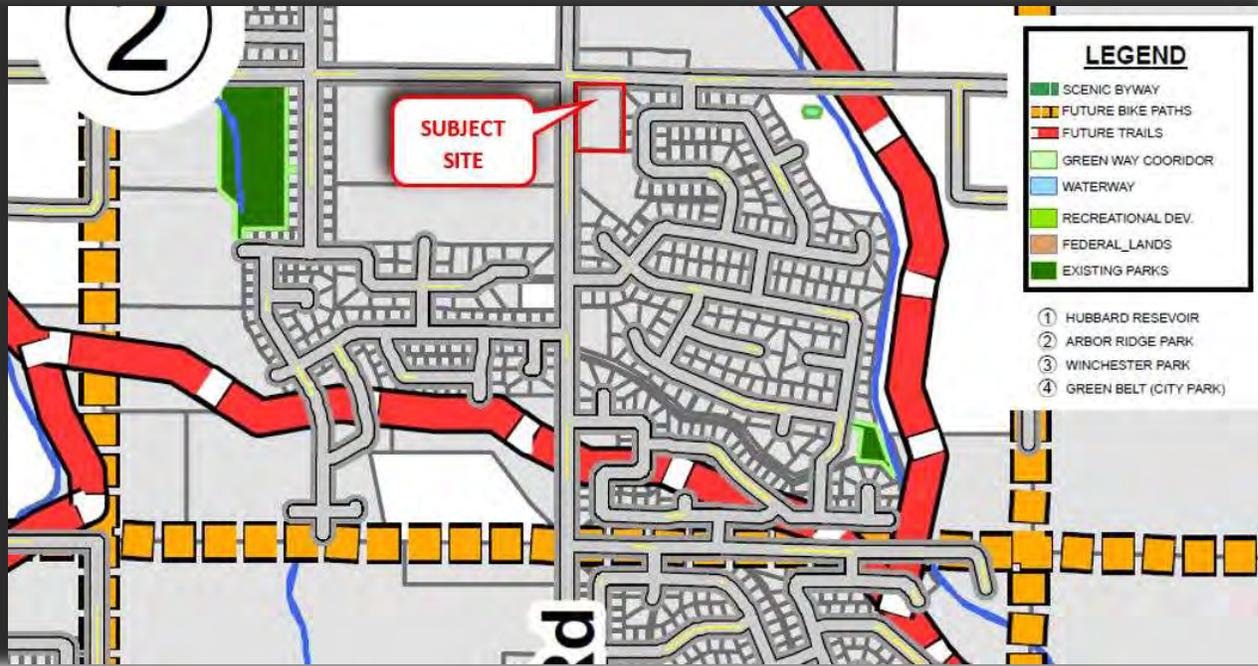
This parcel is lot 8 block 1 of Kelleher Subdivision. The original final plat for Kelleher Subdivision was recorded on October 12th, 2006. In 2017, a previous owner went through the public hearing process in order to rezone the property from R-4 (medium-density residential) to C-1 (neighborhood commercial). City Council approved the rezone on December 19, 2017. The parcel in question has been vacant for a number of years.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) identifies the subject site as medium-density residential.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail approximately 1,100 feet to the east of the site, situated along the Kuna Canal. There are no future pathways proposed through the project site.



3. **Surrounding Land Uses:**

North	C-1	Neighborhood Commercial – Kuna City
South	R-4	Medium Density Residential – Kuna City
East	R-4	Medium Density Residential – Kuna City
West	A	Agriculture – Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size (Approximately)	Current Zone:	Parcel Number
Open Door Rentals, LLC	1.96 acres	C-1 (Neighborhood Commercial)	R4865420080

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Kuna Rural Fire District
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

The subject site has remained bare and vacant ever since the final plat for Kelleher Subdivision recorded in October 2006. The site is relatively flat with an estimated average slope of 0% to 2%. According to the USDA Soil Survey for Ada County bedrock depth is estimated to be greater than 60 inches on the northern half of the property and between 20 inches and 40 inches on the southern half of the property.

7. **Transportation / Connectivity:**

Per comments received from Ada County Highway District when this property was rezoned, the applicant proposes to close the existing ingress/egress on North Linder Road, and proposes to construct a 31-foot wide driveway onto Hubbard Road from the site, located approximately 290-feet east of Linder Road. Within the subject site, the applicant proposes six-foot sidewalks throughout the development.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Kuna School District (Brenda Saxton; April 20, 2018) – Exhibit B2
- Department of Environmental Equality (Aaron Scheff; May 1, 2018) – Exhibit B3
- J&M Sanitation (Chad Gordon; May 1, 2018) – Exhibit B4
- Central District Health Department (May 7, 2018) – Exhibit B5
- Ada County Highway District (Stacey Yarrington; May 11, 2018) – B6
- Boise Project Board of Control (Bob Carter; May 14, 2018) – B7
- Kuna City Engineer (Paul Stevens; June 19, 2018) – B8

F. **Staff Analysis:**

Applicant requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight multi-family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. Per Kuna City Code 6-2-3-B, a combination preliminary and final plat is permitted if the following criteria is met: 1) The proposed subdivision does not exceed ten (10) lots; 2) No new street dedication or street widening is involved; 3) No major special development considerations are involved, such as development in a floodplain, hillside development or the like; and 4) All required information for both preliminary and final plat is complete and in an acceptable form. Staff has determined that this application meets all required criteria.

Applicant is aware that the development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal. It is anticipated that development of this project will be completed in one (1) phase.

Under Article VIII of the Supplemental Declaration of Annexation, which establishes CC&Rs for Chapparosa Ridge Subdivision No. 2 (Platted as Kelleher), there is an ingress/egress deed across Lot 1, Block 1 for the express purpose of ingress/egress to lot 8, block 1 of the Chapparosa Ridge Subdivision No. 2. Access to Hubbard Road is guaranteed through these provisions.

The applicant has indicated that the current owner of the project site will de-annex from the Chapparosa Ridge Subdivision. This project will be held under its own separate Homeowners Association and CCRs, which will ensure that the Chapparosa HOA and its residents will not be involved in the maintenance of the Kelleher No. 2 parking lot, landscaping and the exteriors of the four-plex buildings. Onsite amenities such as a community gazebo/BBQ area and horseshoe pits are proposed.

Applicant has proposed a 31-foot wide curb return type driveway access to the site on Hubbard Road located approximately 290-feet east of the Linder Road and Hubbard Road Intersection. Due to insufficient frontage, this distance does not meet Ada County Highway District's Driveway Location policy, however staff at ACHD has recommended a modification of policy to allow the driveway to be located as proposed. The applicant has been made aware that this driveway access has been recommended by ACHD to be approved as a temporary full access with the condition that the driveway may be restricted to right-in/right-out as determined by ACHD and/or the

City of Kuna. Staff would recommend that the applicant work with ACHD and conform to their recommended requirements.

A design review application was submitted with this application for the four-plex buildings, parking, lighting and landscaping. The applicant has proposed 62 parking spaces and 4 accessible parking spaces for a total of 66 parking spaces or approximately 2 spaces per dwelling unit. Staff finds the proposed parking to be in substantial conformance with Kuna City Code, which requires 1.5 parking spaces per dwelling unit for all multi-family projects.

The subject site is surrounded by a 30-foot wide landscaped buffer that was established when the original Kelleher Subdivision was developed. Due to the subject site not having frontage on any road ways, there was not a landscape buffer requirement along classified streets. However, the applicant has proposed a considerable amount of landscaping through the development. Staff has found that the landscape plan submitted follows the requirements in City code. On the submitted landscape plan there is an identified location for a monument sign. As a reminder staff would note that all monument signage shall go to the Planning and Zoning Commission for design review and approval. No application for signage was submitted with this application and one shall be submitted prior to installation.

The applicant has proposed all trash enclosures on site to be constructed out of vinyl fencing. Staff has made the applicant aware that it is the preference of the City and J&M Sanitation that all commercial trash enclosures be constructed with CMU brick wall with steel gates on the front of them. The applicant has also received comments from Chad Gordon with J&M Sanitation as well. Staff will require the applicant to construct all trash enclosures on site with CMU brick wall and with steel gates on the front of them. Staff would also recommend the applicant work with J&M Sanitation in order to conform to any other additional requirements.

The future land use map is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. Kuna's City Council recently granted these lands the C-1 (Neighborhood Commercial) zone, which allows multi-family development. Staff finds the proposed application to be in conformance with the current approved zoning.

Staff has determined this application complies with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Code title 67 chapter 65; and the Kuna Comprehensive Plan. Staff forwards a recommendation of approval for Case Nos. 18-01-CPF and 18-12-DR, subject to any conditions of approval outlined by Kuna's Planning and Zoning Commission and City Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 4, Building Regulations.
2. City of Kuna Zoning Ordinance Title 5, Zoning Regulations.
3. City of Kuna Zoning Ordinance Title 6, Subdivision Regulations.
4. City of Kuna Comprehensive Plan.
5. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

On July 25, 2018, the Planning and Zoning Commission considered the case, including the application, agency comments, staff's memo, the application exhibits and public testimony presented or given.

I. Factual Summary:

The subject site is located at the southeast corner of Hubbard Road and Linder Road. The project consists of 1.96 (approx.) acres, within City limits. The subject site is zoned C-1 (Neighborhood Commercial). Applicant requests combination preliminary and final plat approval for multi-family lots and one common lot. The applicant proposes access from Hubbard Road.

J. Proposed Findings of Fact:

1. Based upon the record contained in Case Nos. **18-01-CPF and 18-12-DR** including the exhibits, staff's report and any public testimony at the public hearing, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval/denial* of the Findings of Fact and Conclusions of Law, and conditions of approval for Case Nos. 18-01-CPF and 18-12-DR.
2. The Kuna Planning and Zoning Commission *approves/conditionally approves/denies* the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

Comment: *The Kuna Planning and Zoning Commission held a public hearing on the subject applications on July 25, 2018, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case Nos. 18-01-CPF and 18-12-DR, this proposal *does/does not generally* comply with the Comprehensive Plan and City Code.

Comment: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna. The Comp Plan Map designates this property as Medium Density. City Council approved a C-1 (neighborhood commercial) zone on December 19, 2017.*

4. The Kuna Planning and Zoning Commission has the authority to approve or deny Case No. 18-12-DR and to recommend approval or denial of case no. 18-01-CPF.

Comment: *On July 25, 2018, the Commission voted to approve/deny Case No. 18-12-DR and recommend approval/denial of case no. 18-01-CPF.*

5. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on July 25, 2018.*

K. Proposed Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission may accept or reject the Comprehensive Plan components, and has determined the proposed combination preliminary and final plat request for the site *is/is not* consistent with the following Comprehensive Plan components as described below:

2.0 – Property Rights

Goal 1: *Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in a private property "takings".*

Policy: *As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criteria established to determine the potential for property taking.*

6.0 – Land Use

Policy: *Provide a variety of housing densities and types to accommodate various lifestyles, ages and economic groups.*

Goal 2: **Encourage a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.**

Goal 3: Protect the quality of existing residential neighborhoods and ensure new residential development is sustainable. Provide a variety of housing opportunities to meet the needs of all Kuna residents.

Objective 3.1: Encourage and plan for the development of cohesive neighborhood units that incorporate a variety of housing densities and styles.

12.0 – Housing

Goal 1: Provide a wide-range of housing to meet the needs of the current and future population. Ensure that housing is available throughout the community for people of all income levels and for those with special needs.

Objective 1.1: Encourage the construction of housing that is safe, affordable and designed to accommodate a range of income levels and lifestyles.

Policy: encourage the development community to provide a variety of lot sizes, dwelling types, densities and price points.

L. Proposed Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

Comment: *The proposed application adheres/does not adhere to the applicable requirements of Title 4, Title 5 and Title 6 of KCC.*

2. The Planning and Zoning Commission feels the site *is/is not* physically suitable for the proposed development.

Comment: *The 1.96-acre (approximate) site does/does not appear to be suitable for the proposed development.*

3. The combination preliminary and final plat request is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be developed is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. These applications *are/are not* likely to cause adverse public health problems.

Comment: *The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: *The combination preliminary and final plat request considers the location of the property and adjacent uses. The adjacent uses are residential, agricultural and commercial.*

6. The existing and proposed street and utility services in proximity to the site are suitable or adequate for multi-family units.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for this project.*

B. Proposed Conclusions of Law:

1. Based on the evidence contained in Case Nos. 18-01-CPF and 18-12-DR, Commission finds Case Nos. 18-01-CPF and 18-12-DR *do/do not* adequately comply with Kuna City Code.
2. Based on the evidence contained in Case Nos. 18-01-CPF and 18-12-DR, Commission finds Case Nos. 18-01-CPF and 18-12-DR generally *do/do not* comply with Kuna City Codes.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

C. Recommended Conditions of Approval:

Note: These motions are for the approval, conditional approval or denial of the design review application and the recommendation of approval or denial of the combination preliminary and final plat application. However, if the planning and Zoning Commission wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval/denial* of Case No. 18-01-CPF (Combination Preliminary and Final Plat) and *approves/conditionally approves/denies* Case No. 18-12-DR (Design Review) with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve all civil plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of civil plans.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - d. Kuna Municipal Irrigation District shall approve any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
 - f. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).

5. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
6. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
8. Applicant shall construct all trash enclosures on site with CMU brick wall and with steel gates on the front. (Unless specifically approved otherwise).
9. All signage within/for the project shall comply with Kuna City Code and shall be approved in the design review process with all new commercial and multi-family.
10. The landscape plan is considered a binding site plan. Landscaping shall be installed according to the submitted landscape plan dated July 13, 2018 (except as specifically approved otherwise).
11. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
12. This development is subject to building and landscaping design review inspections. Inspection fees shall be paid prior to staff inspection.
13. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
14. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the final plat.
15. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.
16. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
17. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This ____ day of _____, 2018.



City of Kuna
 Planning & Zoning
 Department
 P.O. Box 13
 Kuna, Idaho 83634
 208.922.5274
 Fax: 208.922.5989
 Website: www.kunacity.id.gov

Preliminary Plat Checklist

Preliminary Plats require public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project name: Kelleher Subdivision No. 2 **Applicant:** Jane Suggs / WHPacific

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	X
✓	Vicinity map showing relationship of the proposed plat to the surrounding area with a 2-mile radius.	X
✓	Homeowner's maintenance agreement for the care of landscaped common areas.	X
✓	Legal description of the preliminary plat area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	X
✓	Proof of ownership—A copy of your deed <u>and</u> Affidavit of Legal Interest (for all interested parties involved).	X
✓	Letter of Intent indicating reasons and details for preliminary plat.	X
✓	Commitment of Property Posting form signed by the applicant/agent.	X
N/A	If preliminary plat includes 100 lots or more, please submit a traffic impact study. If preliminary plat includes 50 lots or more, please submit an estimate of tax revenue generation and an estimate of the public service costs to provide adequate service to the development.	
✓	A letter from Ada County Engineer with the Subdivision Name reservation. ANY name change(s) needs to be submitted and approved by the Planning & Zoning Director and Ada County Engineer.	X
N/A	Phasing Plan	N/A
N/A	Include Large Scale Development Requirements. KCC 6-5-4	N/A
✓	Landscape Plan— (in color)	X
✓	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	X
✓	8 1/2 x 11 proposed preliminary plat.	X
✓	Preliminary plat drawing on 24x36 quality paper drawn to scale of 1 to 100' or more. The following information shall be contained on the preliminary plat: <ul style="list-style-type: none"> ◇ Topography at two foot (2') intervals ◇ Land uses (location, layout, types & dimensions): residential, commercial & industrial land uses. ◇ Street right-of-ways: dimensions of right-of-way dedication for all roadways, street sections, improvements, etc. ◇ Easements/common space: utility easements, parks, community spaces ◇ Lots: layout and dimensions of lots ◇ Preliminary improvement drawing: show water, sewer, drainage, electricity, irrigation, telephone, natural gas, proposed street lighting, proposed street names, proposed subdivision name, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.. 	X

Note: Only one copy of the above items need to be submitted when applying for multiple applications. This application shall not be considered complete (nor will a Public Hearing be set) until Staff has received all required information. Once the application is deemed complete, Staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

Exhibit
 A2



City of Kuna
 Planning & Zoning
 Department
 P.O. Box 13
 Kuna, Idaho 83634
 208.922.5274
 Fax: 208.922.5989
 Website: www.kunacity.id.gov

Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

Project name: Kelleher Subdivision No. 2	Applicant: Jane Suggs / WHPacific
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All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	X
✓	All pages of the proposed Final Plat.	X
✓	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	X
to be determined	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	N/A
✓	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	X
✓	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	X
see letter	A statement of conformance with the following information: ◊ The approved preliminary plat and meeting all requirements or conditions. ◊ The acceptable engineering practices and local standards.	X
✓	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	X
✓	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	X

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a meeting date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



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Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	18-01-LPF + 18-12-DR
Project name	Keller sub no. 2
Date Received	3.30.18
Date Accepted/ Complete	4.20.18
Cross Reference Files	
Commission Hearing Date	June 26 th , 2018
City Council Hearing Date	

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

Contact/Applicant Information

Owners of Record: <u>Open Door Rentals, Inc.</u>	Phone Number: _____
Address: <u>1977 E. Overland Road</u>	E-Mail: _____
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: _____
Applicant (Developer): <u>Trilogy Development, Inc.</u>	Phone Number: <u>208-895-8858</u>
Address: <u>9839 W. Cable Car Street</u>	E-Mail: _____
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: _____
Engineer/Representative: <u>Jane Suggs / WHPacific Inc.</u>	Phone Number: <u>208-275-8729</u>
Address: <u>2141 W. Airport Way, Suite 104</u>	E-Mail: <u>jsuggs@whpacific.com</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: _____

Subject Property Information

Site Address: <u>SE corner of Linder Road and Hubbard Road</u>	
Site Location (Cross Streets): <u>Linder Road, Hubbard Road</u>	
Parcel Number (s): <u>R4865420080</u>	
Section, Township, Range: <u>Section 13, T2N, R1W</u>	
Property size : <u>1.96 acres</u>	
Current land use: <u>empty lot</u>	Proposed land use: <u>eight 4-plex bldgs</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>C-1</u>

Project Description

Project / subdivision name: Kelleher Subdivision No. 2

General description of proposed project / request: subdivision of the 1.96 acre parcel for eight 4-plex buildings, plus common lots

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: N/A

Any existing buildings to remain? Yes No

Number of residential units: 32 Number of building lots: 8

Number of common and/or other lots: 1

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____

Percentage of open space provided: _____ Acreage of open space: _____

Type of open space provided (i.e. landscaping, public, common, etc.): _____

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking: a. Handicapped spaces: _____ Dimensions: _____

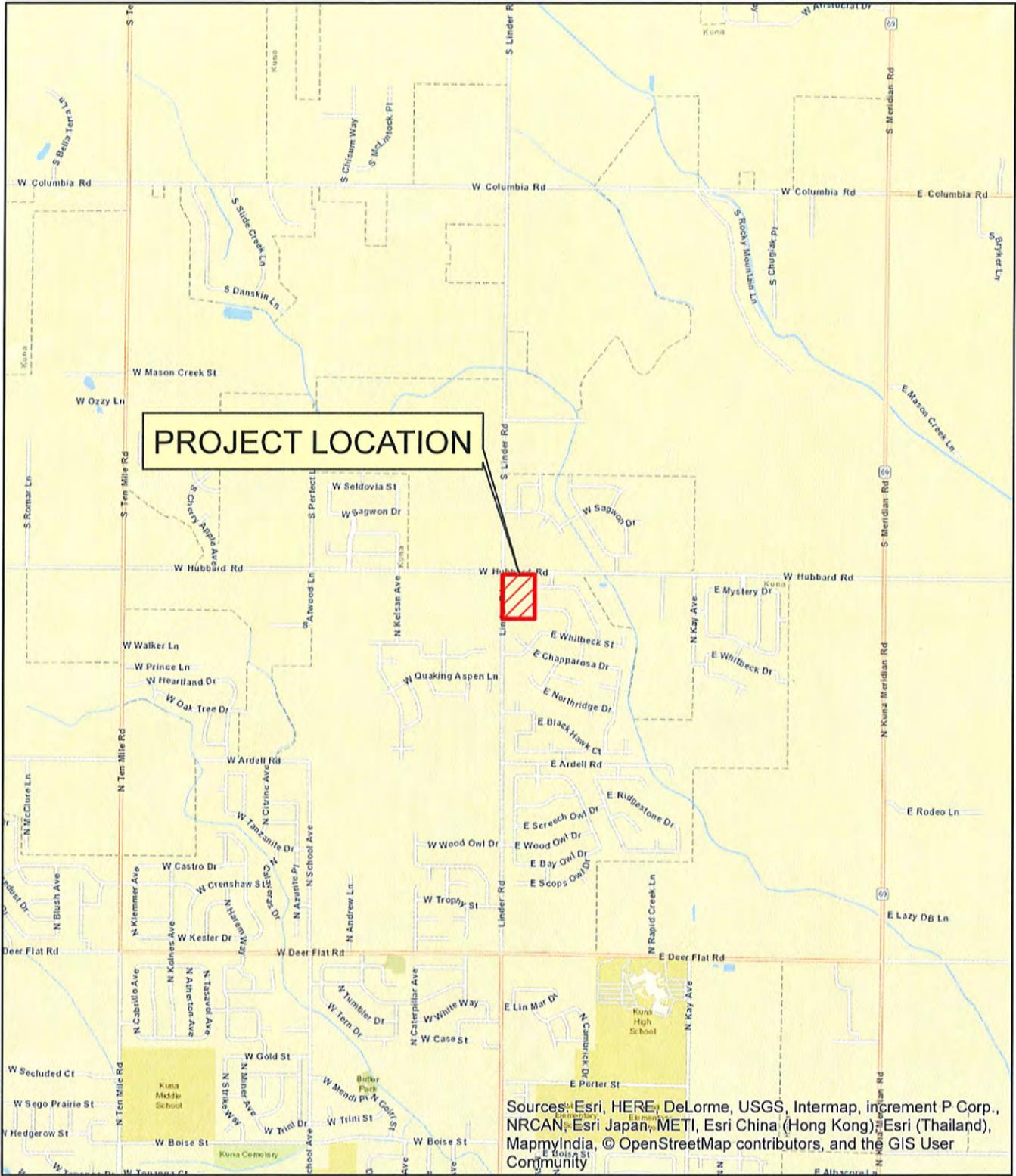
b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature: Game Segr Date: 3/28/18

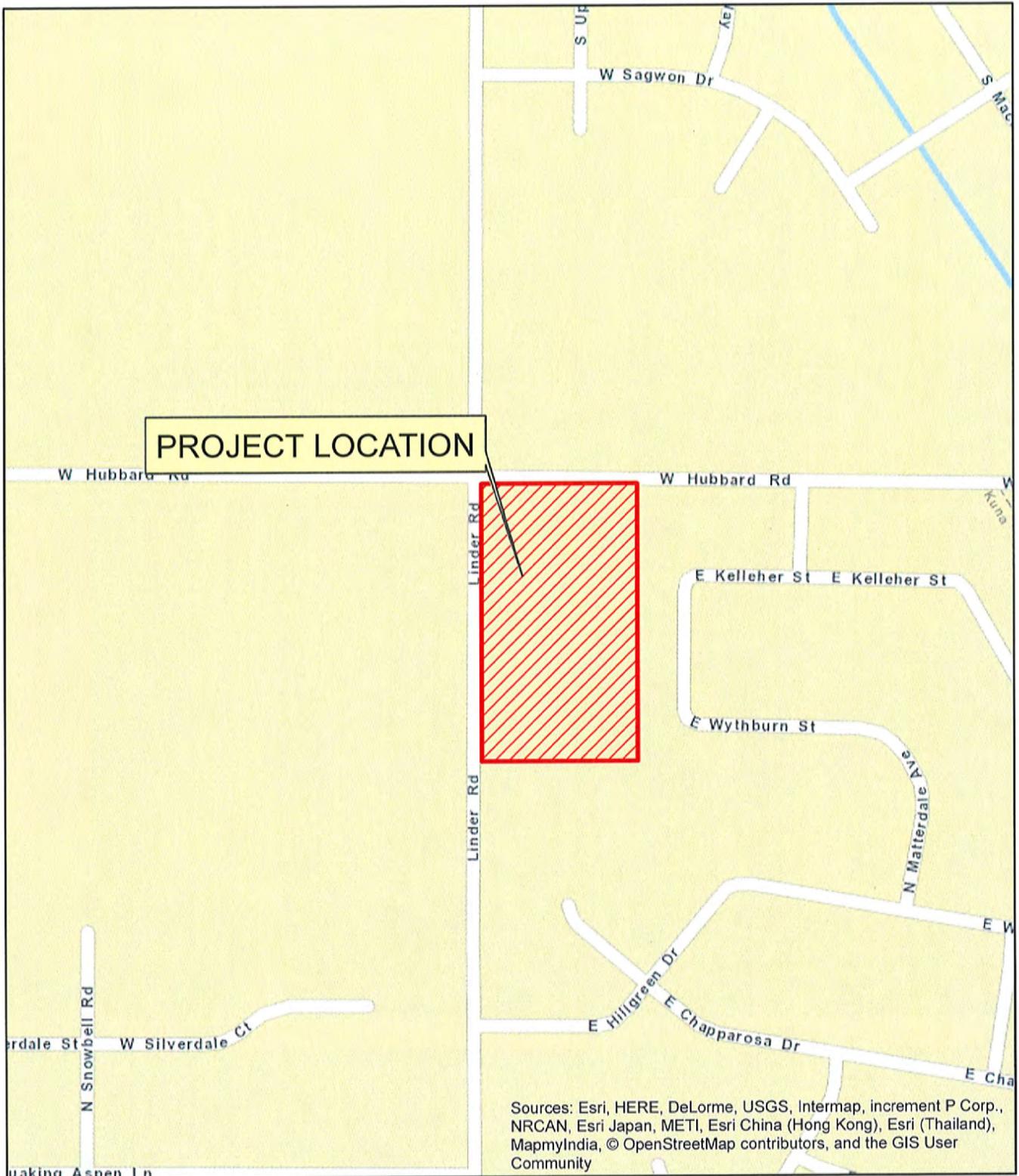


Kelleher Subdivision No. 2 Kuna, Idaho

Exhibit
A2b



Kelleher Subdivision No. 2 Kuna, Idaho



Kelleher Subdivision No. 2 Kuna, Idaho

Jane Suggs

From: Shawn Brownlee <shawn@trilogyidaho.com>
Sent: Friday, March 30, 2018 10:36 AM
To: Jane Suggs
Subject: RE: Kelleher
Attachments: Chapparosa Ridge CCRs 104150179.pdf; Chapparosa Ridge Supplemental CCRS 2007 107028466.pdf; Chapparosa Ridge Amendment to CCRs 2007 107032242.pdf

Morning Jane,

Attached are the CCRs for Chapparosa Ridge Subdivision and the addendum that annexed Kelleher Subdivision into Chapparosa Ridge. Kelleher Subdivision No. 2 will continue to be a part of these CCRs and the HOA. There is information in these CCRs that addresses the maintenance of the landscaped common areas.

Thanks,



Shawn Brownlee
9839 W. Cable Car St
Suite 101
Boise, ID 83709
(208) 895-8858 office
(208) 860-8371 cell
(208) 895-0714 fax

Exhibit

ASC

ACCOMMODATION

9A 6765

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/26/04 02:35 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer

AMOUNT 201.00 67



104150179

**DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHAPPAROSA RIDGE SUBDIVISION**

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**DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION**

THIS DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAPPAROSA RIDGE SUBDIVISION ("**Declaration**") is made this 19th day of November, 2004, by Dyver Development, LLC, an Idaho limited liability company, hereinafter called "Grantor," and also sometimes hereinafter referred to as the original Grantor under this Declaration.

ARTICLE I RECITALS

- 1.1 Real Property Description.** Grantor is the owner of all that real property located in Ada County, Idaho, as described on Exhibit "A" attached hereto and incorporated herein by this reference. Such described real property, together with such additional real property as may hereafter be made subject to this Declaration by supplemental declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property, is hereinafter referred to as the "**Property.**"
- 1.2 Conditions.** Any development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, in Grantor's sole discretion, and impose no obligations on Grantor as to how the Property is to be developed or improved. Any purchaser of a Building Lot, by acceptance of a deed therefor, acknowledges that said Building Lot is subject to currently enacted zoning and subdivision ordinances and regulations and such other governmental ordinances and regulations and approvals hereunder as may be in effect or as may from time to time be imposed, including, without limitation, that certain Development Agreement between the City of Kuna, Idaho, and Heartland Development, LLC, recorded May 1, 2003, as Instrument No. 103072938, Official Records of Ada County, Idaho ("**Development Agreement**"). Said purchaser, by acceptance of a deed to a Building Lot, acknowledges familiarity with the same, constructively or otherwise
- 1.3 Purpose.** The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "**Restrictions**") that apply to the Property. The Restrictions are designed to preserve the value, desirability and attractiveness of the Property, to ensure a quality development, and to guarantee the maintenance of the Common Area and improvements located thereon in a cost effective and administratively efficient manner.

ARTICLE II DECLARATION

Grantor hereby declares that the Property and those Tracts of real property subjected to this Declaration by the recordation of Supplemental Declarations of Annexation as provided herein, and each Building Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale thereof, and to enhance the value, desirability and attractiveness thereof. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Building Lot, parcel or portion thereof; shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest, each Owner, and each Owner's successors in interest; and, subject to the terms and conditions hereof, may be enforced by Grantor, Grantor's successors in interest, any Owner, any such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed so as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion thereof, including any Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing, nor Grantor's right to modify plans for the Property.

ARTICLE III DEFINITIONS

- 3.1 "**Architectural Committee**" shall mean the committee created by Grantor pursuant to ARTICLE V hereof, which may also be referred to herein as the "Committee".
- 3.2 "**Association**" shall mean CHAPPAROSA RIDGE SUBDIVISION NO.1 Homeowner's Association, Inc., to be organized by Grantor as described in Article VIII of this Declaration.
- 3.3 "**Building Lot**" shall mean a subdivision lot as specified or shown on any Plat or preliminary Plat of the Property and/or by any Supplemental Declaration, upon which Improvements may be constructed.
- 3.4 "**Declaration**" shall mean this Declaration as it may be amended from time to time.
- 3.5 "**Grantor**" shall mean Dyver Development, LLC, an Idaho limited liability company, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor.
- 3.6 "**Improvement**" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes,

electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

- 3.7 **“Limited Assessment”** shall mean a charge against a particular Owner and such Owner’s Building Lot, directly attributable to the Owner, equal to the cost incurred by Grantor or the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration.
- 3.8 **“Member”** shall mean the Owner or Owners of a Building Lot in such Owner’s or Owners’ capacity as a member of the Association.
- 3.9 **“Owner”** shall mean the person or other legal entity, including Grantor, holding fee simple title of record to a Building Lot, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.
- 3.10 **“Person”** shall mean any individual, partnership, corporation or other legal entity.
- 3.11 **“Plat”** shall mean any subdivision plat now or hereafter covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof, and shall mean collectively all subdivision plats now or hereafter covering any or all of the Property.
- 3.12 **“Supplemental Declaration”** shall mean any Supplemental Declaration recorded by Grantor including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property, and/or adding or deleting a Tract or Tracts to or from the Property. A Supplemental Declaration which adds an additional Tract or Tracts to the Property may be referred to herein as a “Supplemental Declaration of Annexation.” A Supplemental Declaration which deletes a Tract or Tracts from the Property may be referred to herein as a “Supplemental Declaration of Deletion.”
- 3.13 **“Tract”** shall mean a defined portion of the Property (including that described on Exhibit “A,” or a portion of Exhibit “A”) which has been designated as a Tract by this Declaration or a recorded Supplemental Declaration of Annexation. Designation of a Tract is a sole and exclusive right of Grantor.

ARTICLE IV GENERAL AND SPECIFIC RESTRICTIONS

- 4.1 **Structures - Generally.** All structures (except for sales offices or similar facilities of Grantor) are to be designed, constructed and used in such a manner as shall be compatible with this Declaration, and shall meet the following minimum standards:
- 4.1.1 **Use, Size, Height and Construction of Dwelling Structure.** All Building Lots shall be improved and used solely for residential use. Except for Accessory Structures as may be approved as provided below, no Building Lot shall be improved except with a single family dwelling structure, which dwelling structure, excluding garages and porches, as required by the Development

Agreement, shall not be less than 1350 square feet on 40 lots (excluding common lots listed in Section 10.1), shall not be less than 1450 square feet on 40 lots (excluding common lots listed in Section 10.1), and shall not be less than 1650 square feet on 19 lots (excluding common lots listed in Section 10.1) and shall be designed to accommodate no more than a single family and occasional guests, and such other Improvements as are necessary or customarily incidental to a single family residence. No business or home occupation shall be conducted from said dwelling structure or Improvement, exclusive of Grantor's use thereof, including, without limitation, use by Grantor as a sales office intended for the sale of Building Lots or new homes thereon. Subject to other building restrictions set forth herein, no dwelling structure shall (i) exceed thirty (30) feet in height, and (ii) be more than two stories in height, including split-level designs. A basement or daylight basement shall not be counted as a story in determining compliance with this section. The dwelling structures and accessory structures shall be constructed on site, unless otherwise specifically permitted in writing by the Architectural Committee. Modular or manufactured homes or houses shall not be permitted. Already constructed homes or houses shall not be permitted to be moved onto a Building Lot.

- 4.1.2 Architectural Committee Review.** As required by the Development Agreement, no improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, scale, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other property, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, may deem relevant, from time to time.

The Architectural Committee shall be generally guided by the following:

- (a) The Committee shall not approve flat roofs, zero roof overhangs, or exterior roof construction of tarpaper, gravel or metal.
- (b) Exterior colors shall be of a flat or semi-gloss type and shall be limited to subdued tones. Colors shall be compatible with surrounding homes. Exterior colors must be approved in writing by the Architectural Committee prior to application. No bright colors, such as, by way of example but not limitation, yellow, pink or blue, will be allowed.
- (c) The Committee shall not approve any plans which contemplate visible construction with blocks of cement, cinder, pumice or similar materials,

unless the same is faced on the outside with wood, stone, stucco or similar materials and approved in writing by the Committee.

- (d) The Committee shall not approve any extreme, bizarre, or eccentric design or construction.
- (e) All roofs must have a pitch of at least 5/12. (Porches and covered patio roof pitch shall be addressed on a case by case basis in context with the overall appearance of the structure.)
- (f) Exterior surfaces of chimneys are to be of hardboard, stucco, wood, stone or brick.
- (g) Utility meters are to be placed in an unobtrusive location and concealed behind fences where possible. Location shall be shown on the site plan.
- (h) As required by the Development Agreement, front elevation must have some type of brick, stucco, or stone as approved by the Architectural Control Committee.

Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Tract in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or as may be specified in this Declaration or any Supplemental Declaration, whichever is more restrictive. This section is intended to comply with the building standards for the City of Kuna, Idaho. Any and all buildings shall comply, at a minimum, with City of Kuna Building Codes.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. No pools, pool slides, diving boards, hot tubs, spas, outbuildings, or similar items shall extend higher than ten (10) feet above the finished graded surface of the Building Lot upon which such item(s) are located, and no playhouses or playground equipment shall extend higher than ten (10) feet, except for basketball backboards, which may extend beyond this limit as reasonably required to accommodate a ten (10) foot rim.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee consisting of concrete and shall be properly graded to assure proper drainage. No driveway shall be wider than the garage to which said driveway leads unless approved by the Architectural Committee.

- 4.1.6 Mailboxes.** All mailbox stands will be of consistent design, material and coloration as specified by the Architectural Committee. All mailboxes shall be standard sized black galvanized steel rural mailboxes and to assure uniformity, shall be located at places designated by the Architectural Committee and/or the Postal Service.
- 4.1.7 Fencing.** As required by the Development Agreement, street side fencing shall be installed on a Building Lot within sixty (60) days after occupancy permit, with wing fencing on interior lots, and wing fencing plus street side fencing on corner lots. Wing fencing shall be set back five (5) feet from each corner of the front of the residential structure, and street side fencing shall be set back ten (10) feet from the sidewalk. Subject to the foregoing, no fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet, or other lesser height as the Architectural Committee may require, above the finished graded surface. Fencing using natural landscaping as a visual and/or privacy barrier is strongly encouraged. "Invisible" fencing to control and contain dogs is strongly encouraged and shall be allowed. No fence shall be constructed of any material other than 6 foot dog eared cedar fencing, nor finished in any finish other than Columbia, True Walnut stain or the equivalent, except as may be specifically approved in writing by the Architectural Committee prior to construction. Any and all fencing shall comply with City of Kuna Building Codes.
- 4.1.8 Lighting.** Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, stands and all exposed accessories shall be harmonious with building design and shall be as approved by the Architectural Committee prior to installation. Lighting shall be restrained in design, and excessive brightness shall be avoided. During construction of the residential structure, as required by the Development Agreement, there shall be installed in the front yard within ten feet of the front boundary line a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts. Said pole light shall be at least five (5) feet in height.
- 4.2 Antennae.** No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to said Architectural Committee. Satellite dishes shall be allowed on the Property if size and location are submitted and approved by the Architectural Committee prior to installation. All such applications will be reviewed on a case-by-case basis.
- 4.3 Insurance Rates.** Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance or which would be in violation of applicable laws, regulations, and ordinances.

- 4.4 **No Further Subdivision.** Subject to the express provisions in this Declaration regarding easements, and subject to Section 4.20 below (Exemption of Grantor), no Building Lot as depicted on a final recorded Plat of the Property may be further subdivided, nor may any easement or other interest therein be granted, unless applied for or granted by Grantor.
- 4.5 **Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except: (i) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots or new homes thereon; (ii) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (iii) such informational signs of customary and reasonable dimensions as prescribed by the Architectural Committee; and (iv) one (1) temporary sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease.
- 4.6 **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise 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 to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights shall be located, used or placed on the Property without the prior written approval of the Architectural Committee.
- 4.7 **Exterior Maintenance: Owner's Obligations.** No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or so as to damage adjoining property or facilities, the Architectural Committee, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Committee for the cost thereof. Such cost shall be a Limited Assessment and shall create an enforceable lien. The Owner of the offending Building Lot shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Architectural Committee in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore.
- 4.8 **Drainage.** There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. 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 the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee.

- 4.9 Grading.** The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to an approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Architectural Committee or a public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to such assessment as may be applicable. An approved grading plan means such plan as may have been approved by the applicable government agency and/or Architectural Committee. Without limitation on the foregoing, each Building Lot Owner shall grade and maintain, or cause to be graded and maintained, the grade of such Owner's Building Lot so that all storm water runoff and/or irrigation water runoff shall not drain to any other Owner's property except to an approved drainage easement area. All Building Lots shall be graded at the time of initial construction of Improvements thereon so that the front, side and rear yards drain sufficiently away from the foundation, and so that the Building Lot drains in a manner that will not cause damage or flooding to neighboring property. All drainage shall be in accordance with all local building code requirements. In the event that any Owner (or any Owner's builder, contractor, agent or employee) does not adequately grade and slope such Owner's Building Lot, and water drains onto neighboring property and causes ponding, flooding, or other damage, the offending Owner shall be responsible to remedy the problem and shall be solely liable for any injuries or damages occurring as a result of same. Grantor shall have no liability or obligation whatsoever relating to any Owner's inadequate grading or drainage of any Building Lot.
- 4.10 Irrigation.** No Owner shall excessively irrigate or water such Owner's Building Lot, so as to cause any damage or flooding to neighboring property. Grantor shall have no liability or obligation whatsoever relating to any Owner's excessive irrigation or watering of such Owner's Building Lot. The area wherein the Property is located is desert. Irrigation water is not always reliable and water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, governmental action, system breakdown, transmission failure, overuse by Building Lot Owners, or any other cause. No Building Lot shall have any right to continuous or unlimited water from any source, including, without limitation, from any pressurized irrigation system. Each Building Lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have acknowledged the foregoing, and to covenant and agree to be bound by and to comply with any and all rules or regulations for the use and rotation of irrigation water as may be imposed by Grantor, the Association or the Board.
- 4.11 No Hazardous Activities.** No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.
- 4.12 Unightly Articles.** No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the

generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in such areas as approved by the Architectural Committee. Playground equipment, such as slides, swings, etc., shall not be permitted in the front yard of any Building Lot. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. Any holiday decorations may be placed no earlier than 30 days prior to the holiday and must be removed within 30 days after the holiday for which they were placed. No vacant residential structures shall be used for the storage of building materials.

- 4.13 No Temporary Structures.** No house trailer, mobile home, or tent (other than for short term individual use which shall not exceed one month unless approved by the Architectural Committee), no temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this restriction is any sales office established by Grantor for the Property.
- 4.14 No Unscreened Items.** No garbage cans, trash containers, firewood, boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar items, vehicles or equipment shall be placed or parked upon any portion of the Property (including without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.
- 4.15 No Mining or Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This section shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvement.
- 4.16 Energy Devices, Outside.** No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.
- 4.17 Vehicles.** Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. Motor homes and other recreational vehicles may be stored behind the front yard fence. No recreational vehicles shall remain parked on the driveway or street for more than is required for loading and unloading for typical use (approximately 72 hours).

- 4.18 Animals/Pets.** No animals, birds, insects, pigeons, poultry, etc. shall be kept on the Property unless the presence of such creatures does not constitute a nuisance nor conflict with any City of Kuna ordinance. This section does not apply to the keeping of up to two (2)-domesticated dogs, up to two (2)-domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of the Owner. With respect to any animal outside of the premises of the Owner, the Owner or the custodian of animal shall be responsible or the immediate clean up any animal droppings. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of five (5) feet from the side and fifteen (15) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from an adjacent Building Lot. The use of "invisible" fencing to control or restrain dogs to the respective animal Owners' Building Lot is strongly encouraged and is recommended.
- 4.19 Landscaping.** As required by the Development Agreement, upon substantial completion of the residential structure located thereon, each Building Lot shall have (i) in the front yard thereof, an underground sprinkler system, with rolled (sod) lawns, (ii) at least two (2), two inch (2") caliper conifer or deciduous trees, each tree to have a three foot (3') diameter surrounding tree ring, (iii) at least five (5) two (2) gallon shrubs, and (iv) if a corner lot, two (2) additional two inch (2") caliper trees installed on the street side of the residential structure with three foot (3') diameter surrounding tree ring. Within six (6) months of occupancy of the residential structure, the rear (and side, if applicable) yards of the Building Lot shall also be completed with grass, seed or sod and, in the rear yard, one (1) conifer or deciduous tree. An allowance of additional time shall be granted at the sole discretion of the Architectural Committee during the months of November through March given weather conditions and irrigation water availability. A landscape plan shall be submitted to and approved by the Architectural Committee prior to commencement of any landscaping work. In the event that any Owner shall fail or refuse to install the aforesaid landscaping, the Architectural Committee, upon ten days prior written notice to such Owner, shall have the right to enter upon such Owner's Building Lot for the purpose of installing the same, and such Owner shall promptly reimburse the Architectural Committee for the cost thereof. Such costs shall be a Limited Assessment and shall create an enforceable lien. The Owner of the offending Building Lot shall be personally liable, and such Owner's Building Lot may be subject to a mechanics' lien for all cost and expenses incurred by the Architectural Committee in taking such actions, plus all costs incurred in collecting the amounts due. The Owner of the offending Building Lot shall pay all amounts due for such work within (10) ten days after receipt of written demand thereof. The Association will assume the role of the Architectural Committee with respect to enforcement only upon the establishment of the Association.
- 4.20 Exemption of Grantor.** Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies or others, or to complete

excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot within the Property remains unsold, and regardless of whether a Building Lot is depicted on a final recorded Plat. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor for the development and disposal of the Property. Grantor may use any structures owned or leased by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property by an express written assignment recorded in the office of the Ada County Recorder. The original Grantor under this Declaration shall be entitled to reserve any such rights thereunder as such original Grantor may deem appropriate.

ARTICLE V ARCHITECTURAL COMMITTEE

- 5.1 **Creation.** On or before thirty (30) days of the date on which Grantor first conveys a Building Lot to an Owner (other than Grantor), Grantor shall appoint at least one (1) individual to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause. Members of the Architectural Committee currently are:

The Board of Directors of the Homeowner's Association or the property management company that is being used at the current time.

- 5.2 **Grantor's Right of Appointment.** Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee until Grantor has conveyed 100% of the aggregate Building Lots within the Property, as the same may be now or hereafter platted, or until ten (10) years after the recording date of this Declaration whichever occurs later. If a vacancy on the Architectural Committee occurs until a permanent replacement has been appointed, Grantor, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year. The original Grantor under this Declaration shall also have the right to appoint and remove all members of the Architectural Committee for a Tract annexed pursuant to a Supplemental Declaration, as shall be set forth in such Supplemental Declaration. Any Tract annexed pursuant to a

Supplemental Declaration shall be subject only to the control of the Architectural Committee specifically appointed for the Tract annexed.

5.3 Association's Right of Appointment. After Grantor has conveyed 100% of the aggregate Building Lots within the Property, or ten (10) years after the recording date of this Declaration, whichever occurs later, the Association shall have the exclusive right to appoint and remove all members of the Architectural Committee.

5.4 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, including the inspection of construction in conformance with plans approved by the Architectural Committee. The Architectural Committee shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction alterations, or additions contemplated thereby in the locations indicated are in conformity with this Declaration, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on Grantor, the Association, or the Property, as the case may be.

5.4.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements for the maintenance thereof, and may require submission of additional plans and specifications or other information before approving or disapproving any material submitted.

5.4.2 Architectural Committee Rules. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

5.4.3 Detailed Plans. 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, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any such required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

- 5.4.4 Architectural Committee Decisions.** Responses by the Architectural Committee to the Applicant will be sent to the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed or otherwise delivered to the Applicant within twenty (20) days after the date of filing of all of said materials with the Architectural Committee.
- 5.5 No Waiver of Future Approvals.** The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent.
- 5.6 Compensation of Members.** The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by Grantor or the Association.
- 5.7 Non-Liability of Architectural Committee Members.** Neither the Architectural Committee nor any member or representative thereof shall be liable to Grantor, the Association, any Owner or any other party for any loss, damage or injury arising out of or in any way connected with performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee or such member or representative. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.
- 5.8 Variances.** The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, market conditions, or environmental considerations may require. Such variances must be evidenced in writing, and must be signed by at least one (1) member of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered

by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE VI ANNEXATION AND DELETION OF TRACTS

- 6.1 **Annexation.** Grantor also intends to develop the property described on Exhibit "B" attached hereto and incorporated herein by this reference. Tracts of such property may be annexed into the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner by means of Grantor's recordation of a Supplemented Declaration of Annexation covering such Tract in the Office of the Ada County Recorder. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances. The original Grantor under this Declaration, as long as it owns any portion of the property described on Exhibit "B," without the approval of any Owner of any successor Grantor, shall be entitled to annex any Tract of such property, at any time, and from time to time, as such original Grantor deems appropriate. Such reserved right of annexation may be assigned by such original Grantor.
- 6.2 **Deletion.** Grantor may delete all or a portion of the Property, including the property described on Exhibit "A", and subsequently annexed Tracts, from the Property and from coverage of this Declaration so long as Grantor is the Owner of all such property being deleted and provided that Grantor records a Supplemental Declaration of Deletion in the office of the Ada County Recorder in the same manner as a Supplemental Declaration of Annexation. Owners other than Grantor shall not be entitled to delete all or any portion of the Property on written approval of Grantor so long as Grantor owns any portion of the Property. The original Grantor under this Declaration, as long as it owns all of the property within a Tract being deleted, shall be entitled to delete such Tract as aforesaid. Such reserved right of deletion may be assigned by such original Grantor.

ARTICLE VII EASEMENTS

- 7.1 **Drainage and Utility Easements.** Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots resulting from the normal use of adjoining Building Lots, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property, and Grantor reserves the right to grant such easements. In addition, Grantor reserves the right to grant additional

easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

- 7.2 **Maintenance and Use Easement Between Walls and Lot Lines.** Whenever the wall of a structure or a fence or retaining wall is legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee, and is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed three (3) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.
- 7.3 **Easement Reserved unto Grantor and Association.** Grantor and the Association, as the case may be, shall have and are hereby granted a permanent easement to go upon the privately owned property of Owners to perform maintenance upon the Property, or any facilities or systems related thereto, and including, but not limited to, for purposes of snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence (if any) maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems. Without limitation on the foregoing, in the event an Owner shall fail or refuse to perform its maintenance or repair obligations as required under this Declaration, Grantor or the Association, as the case may be, shall have the power to enter onto said Owner's Building Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefore; provided, however, that Grantor or the Board of Directors of the Association, as the case may be, shall have delivered to such Owner reasonable advance written notice describing the maintenance or repairs required to be made and advising the Owner of Grantor's or the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice. The cost incurred by Grantor or the Association in performing such maintenance or repairs shall be a Limited Assessment and shall create an enforceable lien.

ARTICLE VIII CHAPPAROSA RIDGE SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

- 8.1 **Organization of Association; Bylaws.** The CHAPPAROSA RIDGE SUBDIVISION Homeowner's Association, Inc. (Association) shall be organized by Grantor as an Idaho corporation under the provisions of the Idaho Code relating to general non-profit

corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The following sections of this Article VIII set forth, collectively, the Bylaws of the Association (“Bylaws”).

8.2 Membership: Register: Voting.

8.2.1 Membership. The Owners of the Building Lots within the Property, including the property described on Exhibit “A” and any subsequently annexed Tracts from the property described on Exhibit “B,” shall constitute the Association. Each Owner of a Building Lot shall automatically become a member of the Association upon taking title to such Building Lot. Membership shall be appurtenant to and may not be separated from Ownership of any Building Lot.

8.2.2 Voting. The Association shall have two (2) classes of voting membership:

Class A: The Class A members shall be all Owners, with the exception of Grantor (during the period when Grantor is a Class B member). Each Class A member shall be entitled to one vote for each Building Lot owned on any matter to come before the members for a vote pursuant to this Declaration, the Articles, the Bylaws or pursuant to law. Owners of a Building Lot as joint tenants, tenants in common, community property, or other ownership involving more than one Owner, shall be joint members of the Association, but the vote of the Building Lot shall be cast as a single vote.

Class B: The sole Class B member shall be Grantor, who shall be entitled to three (3) votes for each Building Lot owned. The Class B membership shall cease and be automatically converted to Class A membership (one Class A membership for each Building Lot owned) when all the Tracts have been added to the Property by recordation of the Supplemental Declaration of Annexation and when following such addition, the total votes outstanding in Class A memberships equal the total votes outstanding in the Class B membership. For purposes of calculating the number of votes outstanding in each class of membership, all Building Lots, which have been officially platted as of the date the vote is taken shall be included, whether such Building Lots are a part of the Property as described on Exhibit “A” attached hereto, or were subsequently added to the Property pursuant to a Supplemental Declaration of Annexation.

8.2.3 Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of such minor’s estate, through a parent having custody of the minor.

8.3 Meeting of Members.

- 8.3.1 Place.** Meetings of the members of the Association shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.
- 8.3.2 Annual Meetings.** The annual meeting of the Association shall be held in the first quarter of each year, on a date fixed by the Board. At such annual meeting, there shall be a financial report, if applicable, the Owners shall elect members to the Board or fill vacancies therein, and such other business shall be transacted as may properly come before the meeting.
- 8.3.3 Special Meetings.** It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the Board or upon the written request of a majority of the Board or upon the written request of Owners having one-third (1/3) of the votes of the membership. A meeting called at the request of the members shall be held at such time as the president may fix, which time shall not be less than fifteen (15) nor more than thirty (30) days after the receipt of the written request therefore.
- 8.3.4 Notice of Meeting.** It shall be the duty of the secretary to give notice of each annual and special meeting, stating the purpose thereof and the time and place where it is to be held, to each member of the Association and to each mortgagee that has requested notice. Notice shall be given at least ten (10) days before annual meetings and at least ten (10) days before special meetings. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by such member of timely and adequate notice unless such member expressly challenges the notice when the meeting begins.
- 8.3.5 Quorum.** The presence in person or by proxy of members of the Association holding twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum for the transaction of business at any meeting of members of the Association.
- 8.3.6 Proxies.** Any Building Lot Owner may vote by proxy. Proxies shall be in writing, signed by the owner and filed with the Board. Proxies may be revoked at any time by written notice to the Board. Any designation of proxy may be signed by all Owners of a Building Lot; but when husband and wife are Owners, the proxy needs to be signed by only one spouse unless the other spouse notified the Board not to accept the proxy.
- 8.3.7 Majority Vote.** Except as otherwise provided by statute, by this Declaration, or by the Bylaws, passage of any matter submitted to vote at a meeting where a quorum is in attendance shall require the affirmative vote of at least fifty-one percent (51%) of the votes of the membership.
- 8.3.8 Order of Business.** The order of business at meetings of the Association shall be as follows unless dispensed with no motion:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors (annual meeting or special meeting called for such purpose);
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

8.3.9 Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order.

8.4 Board of Directors

8.4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of three (3) directors, who shall be elected by ballot from the members of the Association. The members of the Association at any annual meeting may change the number of directors retroactively by amending this provision, but shall not reduce the number below three (3) or in such a manner to deny an incumbent director (unless removed for cause) a full term of office.

8.4.2 Powers and Duties. The Board shall have the powers and duties provided for in the Idaho Non-Profit Corporation Act and in this Declaration, and all other powers necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by statute or by this Declaration required to be done in another manner.

8.4.3 Election and Term of Office. The initial directors named in the Articles shall serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Thereafter, the term of office for directors shall begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for three (3) years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting, one-third (1/3) of the number of directors (or the whole number nearest to one-third) shall be elected for one (1) year, the same number shall be elected for two (2) years, and the remainder shall be elected for three (3) years.

- 8.4.4 Vacancies.** Vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so selected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.
- 8.4.5 Removal of Directors.** At any regular or special meeting, any one or more of the directors may be removed with or without cause by the Owners of a majority of the Building Lots and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.
- 8.4.6 Compensation.** No compensation shall be paid to directors for their services as directors.
- 8.4.7 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days before the day fixed for the meeting.
- 8.4.8 Special Meetings.** Special meetings of the Board may be called by the president on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by either the president or the secretary in like manner and on like notice on the written request of any two (2) directors.
- 8.4.9 Waiver of Notice.** Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by such director of timely and adequate notice unless such director expressly challenges the notice when the meeting begins.
- 8.4.10 Quorum.** At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.
- 8.4.11 Open Meeting.** Any Building Lot Owner may attend any meeting of the Board, but shall not be entitled to participate.

8.5 Officers

- 8.5.1 Designation.** The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer, all of whom shall be elected by the Board. The directors may appoint such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person,

except that a person may not hold offices of president and secretary simultaneously.

8.5.2 Election of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be elected at any such meeting.

8.5.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

8.5.4 President. The president shall be the chief executive officer of the Association. He shall, when present, preside at all meetings of the Association and of the Board and shall have all the powers and duties usually vested in the office of the president.

8.5.5 Vice President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

8.5.6 Secretary. The secretary shall keep the minutes of all meetings of the board and of the Association, and shall have custody of the business records of the Board and the Association, other than financial records kept by the treasurer. He shall also perform such other duties as may be prescribed by the Board.

8.5.7 Treasurer. The treasurer shall have responsibility of the Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

8.5.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, this Declaration and the Bylaws.

8.5.9 Compensation. No compensation shall be paid to officers for their services as officers.

8.5.10 Grantor's Powers. In accordance with this Declaration, Grantor or Grantor's agent may exercise the powers of the officers until officers are elected.

8.6 Powers and Duties of the Association

8.6.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly

set forth in the Articles, the Bylaws and this Declaration, and may do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Common Areas and the performance of the other responsibilities herein assigned, including without limitation, as set forth in the following subsections:

- (a) **Assessments.** The power to levy assessments (annual, special and limited) on the Owners of Building Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.

- (b) **Right of Enforcement.** The Association or any Owner or the owner of any recorded mortgage upon any part of the Property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$25.00 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that the Owner is given fifteen (15) days advance written notice of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown in the records of the Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board of Directors of the Association or by a committee composed of not less than three (3) persons appointed by the Board of Directors. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including and claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Building Lot is subject, shall be in addition to any assessments levied by the Association pursuant to the provisions of ARTICLE IX of this Declaration, and shall not be subject to any of the requirements, limitations or restrictions on the amount or uniformity of assessments contained herein. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration or in the event the Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom an enforcement is sought, all attorney fees and costs incurred as a consequence hereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. Failure by an Association, or by any Owner, to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- (c) **Delegation of Powers.** The authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
- (d) **Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable ("Association Rules"). The Association Rules shall govern the use of the Common Area by the Owners, families of an Owner, or by an invitee, licensee, lessee, or contract purchaser of an Owner, provided, however, the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. In the event of any conflict between (i) any Association Rule and (ii) any provision of this Declaration, the Articles or the Bylaws, the Association Rules shall be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such conflict. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, may, but need not be mailed or otherwise delivered to each Owner, or recorded. Upon such mailing, delivery or recordation, said Association Rules shall have the same force and effect as if they were set forth in and were a part of the Restrictions. In addition, as to any Owner having actual knowledge of any Association Rules, such Association Rules shall have the same full force and effect and may be enforced against such Owner.
- (e) **Emergency.** The Association or any person authorized by the Association may enter upon any Building Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.
- (f) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance of the Common Area or the preservation of the health, safety convenience and welfare of the Owners, or for the purpose of constructing, erecting, operating or maintaining:
 - (i) Underground lines, cables, wires, conduits and other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

- (ii) Public sewer, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and
- (iii) Any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association.

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

- (i) **Operation and Maintenance of Common Area.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association.
- (ii) **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Area owned and managed by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
- (iii) **Water and Other Utilities.** Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area and other property owned or managed by the Association.
- (iv) **Insurance.** Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

- (a) Comprehensive public liability insurance insuring the Board, the Association Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area or other property owned or managed by the Association. Limits of liability of such coverage shall be as follows: Not less than Five Hundred Thousand Dollars (\$500,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence with respect to personal injury or death, and property damage.
- (b) Such other insurance including Worker's Compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.
- (c) The Association shall be deemed trustee of the interest of all Members of the Association in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
- (d) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.
- (e) Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements of the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association and the Veterans Administration to the extent applicable to the Property and/or the Association.

- (v) **Rule Making.** Make, establish, promulgate, amend and repeal the Association Rules.
- (vi) **Architectural Committee.** Appoint and remove members of the Architectural Committee, all subject to the provisions of this Declaration.
- (vii) **Drainage Systems.** Operate, maintain, repair and replace all drainage and sprinkler systems installed on or used in connection with Common Area, provided said improvements are not maintained by the appropriate municipality.
- (viii) **Rights-of-Way Maintenance.** Maintain, repair and replace all irrigation lines or channels located in or serving the Common Area, and to pay all maintenance and construction fees of the irrigation district with respect to the property, which amounts shall be assessed against each Building Lot as provided herein.

8.7 Handling of Funds

8.7.1 Accounts. The Association shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Association. Overall superintendence of these funds shall be the responsibility of the treasurer of the Association. All accounts with banks or other depositories shall require the signature of two (2) officers on checks or other withdrawals.

8.8 Amendment. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors or by the members of the Association at any regular or special meeting; provided, however, that any amendment of the Bylaws shall be subject to the limitations set forth in this Declaration.

ARTICLE IX COVENANT FOR MAINTENANCE ASSESSMENTS

9.1 Creation of the Lien and Personal Obligation of Assessments. For each Building Lot owned within the Property, each Owner (subject to the provision in Section 9.4) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Set-up fee to be collected at the close of each Building Lot in the amount One Hundred and no/100 (**\$100.**) payable to the Grantor. Upon each transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of twenty five and no/100 (**\$25.**)
- (b) Annual regular assessments.

- (c) Special assessments for capital improvements, such assessments to be established and collected as herein provided.
- (d) Limited Assessments as herein provided.

The set-up fee, annual, special and Limited Assessments, together with interest as allowed by this Declaration, the Bylaws or Idaho law, whichever is greater, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees incurred in a collection effort, whether or not suit has been filed, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to an Owner's successors in title unless expressly assumed by them.

9.1.1 Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Area, and to pay the annual assessments of the irrigation district and other financial obligations.

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

9.1.3 Limited Assessments. Limited Assessments may be levied against any Owner in an amount equal to the costs and expenses incurred by Grantor or the Association, including, without limitation, legal fees, whether or not suit has been filed, for any corrective action taken by Grantor or the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or the occupant of such Owner's Building Lot, or the agents, contractors or employees thereof. Such costs and expenses shall include, without limitation, costs and expenses incurred for the repair and replacement of Common Area or other property owned or maintained by Grantor or the Association, and for landscaping performed by Grantor or the Association which has not been performed by such Owner as provided herein.

9.2 Maximum Annual Assessment Until January 1 of the year immediately following the conveyance of the first Building Lot to an Owner, the maximum annual regular assessment shall be One Hundred fifty and no/100 (\$150.) per Building Lot, to be billed and paid monthly, quarterly, semi-annually, or annually. Said billing schedule shall be determined at the discretion of the Board of Directors

- (a) From and after January 1 of the year immediately following the conveyance of the first Building Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association as provided below.
- (b) From and after January 1 of the year immediately following the conveyance of the first Building Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of three-fourths (3/4) of the votes of the membership, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

- 9.3 Notice and Quorum for any Action Authorized Under Sections 9.1 and 9.2.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 9.1 and 9.2 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 9.4 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Building Lots and may be collected on a semi-annual basis; provided, however, that during the time there is a Class B member, such Class B member's obligation shall be limited to the difference between the amount of regular and special assessments levied against all Building Lots not owned by Grantor and the amount of the Association's actual expenses rather than those sums otherwise due by Class A members established in 9.1 and/or 9.2 above.
- 9.5 Date of Commencement of Annual Assessments-Due Dates.** The annual regular assessments provided for herein shall commence as to all Building Lots on January 1, 2004. The Board of Directors shall fix the amount of the annual assessment against each Building Lot at least thirty (30) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Building Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Building Lot is binding upon the Association as of the date of its issuance.
- 9.6 Effect of Nonpayment of Assessments – Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the

due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Building Lot.

- 9.7 **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 Building Lot shall not affect the assessment lien. However, the sale or transfer of any Building Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 9.8 **Effect of Nonpayment as Against Mortgagees.** No mortgagee shall be required to collect an assessment, and the failure of a Building Lot Owner to pay assessments shall not by itself cause a default under an insured (HUD/VA) mortgage.

ARTICLE X IDENTIFICATION AND USE OF COMMON AREA

- 10.1 **Common Area.** The Common Area granted to the Association is:

Lots 1 and 6, Block 1; Lots 2 and 22, Block 5; Lots 9 and 19, Block 3.

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

- 10.1.1 **Notes.** The Common Area is subject to the following "Notes," as stated on the final recorded Plat for CHAPPAROSA RIDGE SUBDIVISION, recorded in County of Ada, Idaho:

Lot 6, Block 1, and Lot 19, Block 3, are common area lots for the purpose of storm water detention and are to be owned and maintained by the Homeowner's Association. Landscape over said lots shall be maintained by the homeowner's association. Lots shall remain free of encroachments and obstructions which may adversely impact the drainage system.

Lot 1, block 1, and lot 2, block 5, are common area lots for the purpose of landscape. Landscape over said lots shall be owned and maintained by the Homeowner's Association.

A 10 foot wide permanent easement for public utilities, drainage, and irrigation is hereby designated along the subdivision boundary and rear lot lines and 5 feet each side of interior lot lines unless otherwise dimensioned.

This development recognizes section 22-4503 of Idaho code, Right to Farm Act, which states "no agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."

Lot 22, Block 5, is a common area lot for the purpose of gravity irrigation and pressure irrigation and is to be owned and maintained by the homeowner's association.

This subdivision is subject to compliance with Idaho code section 31-3805 concerning irrigation water.

Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.

Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the city of Kuna and Ada County.

Direct access to N. Linder road from any lot except Lot 1, Block 5 is prohibited.

Lot 9, Block 3 is for the purpose of an existing irrigation ditch. To be owned and maintained by the homeowner's association.

Lot 18, block 3, is for the purpose of a municipal well site, and is to be owned and maintained by the city of Kuna.

There is a permanent Ada County Highway District Storm Drain Easement Inst. #103176025, Ada County Records, for Lot 6, Block 1 and Lot 19, Block 3.

Note *- These notes are as recorded on the final plat of Chapparosa Ridge Subdivision with the exception of the first note which reflects the Affidavit of Correction, Inst #104049652. This correction was made to fix a typographical error.

10.1.2 Detention Pond Maintenance. Detention ponds expenses, including but not limited to, upkeep and maintenance; shall be paid for by the Association upon acceptance of detention pond improvements by the City of Kuna and the Ada County Highway District. Grantor shall be responsible for any and all maintenance and expenses prior to City acceptance of said improvements. Maintenance consists of inspecting the detention pond facilities yearly during the summer and after any major storm to ensure they are functioning properly. See attached Exhibit "C" to these Covenants, Conditions and Restrictions for

Chapparosa Ridge Subdivision: "Operation and Maintenance Manual for Light Maintenance of the Storm Water Retention Pond."

Storm Water Detention Pond Maintenance as required by the Ada County Highway District shall include but not be limited to the following:

- (a) The District has the right to inspect such facilities, and if necessary, promptly perform any required maintenance.
- (b) The District must agree to any changes in previously approved documents.
- (c) The District shall be allowed to assess the costs of any required maintenance to the Storm Water Detention Pond property within the development, including the use of liens and/or assessment of maintenance costs against the real property taxes owed by the lots within the development.

Maintenance shall include the following:

- (a) **Trash Cleanup.** Any trash found within the boundary of the pond lots shall be collected and disposed of offsite.
- (b) **Bank Stability.** During the periodic inspections, the banks of the pond shall be checked for any water spots, water entering the pond from adjacent lots, rodent holes and bank erosions. If any serious problems are discovered, the Association shall contact a licensed earthwork contractor to make the necessary repairs to the pond.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined Common Area and facilities therein without the prior written approval from the City of Kuna and the Ada County Highway District.

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

10.2 Use. Every Building Lot Owner shall have a right and easement of enjoyment in and to the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Building Lot, subject, however, to the applicable provisions set forth in this Declaration.

10.3 Liability to Building Lot Owners. No individual Building Lot Owner shall have liability for damage to the Common Area or liability for injury to another arising out of someone's use of the Common Area, merely by virtue of being a Building Lot Owner.

ARTICLE XI MISCELLANEOUS

11.1 **Term.** The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions and equitable servitudes shall be automatically extended for successive periods of ten (10) years each, unless, prior to expiration of the term or extended term then in effect (as the case may be) of this Declaration, the term is extinguished by an instrument signed by members entitled to cast not less than three-fourths (3/4) of the votes of the membership of the Association. Except as otherwise specifically provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended as set forth below. Any amendment or election not to extend the term must be recorded, and shall not be effective or binding until it is recorded in the Official Records of Ada County, Idaho.

11.2 **Amendment**

11.2.1 **By Grantor; Grantor's Consent Required.** Until the recordation of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated only by Grantor by recordation of written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made only by Grantor by an Amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract. Without limitation on the foregoing, and notwithstanding anything to the contrary as may be set forth below or elsewhere in this Declaration, as a right reserved unto the original Grantor under this Declaration, as long such original Grantor owns any portion of the property described on Exhibit "B" which has not yet been annexed into the Property, no amendment to or termination of this Declaration shall be effective or enforceable without the prior written consent of such original Grantor. Such reserved right of consent may be assigned by such original Grantor.

11.2.2 **After Sale of First Building Lot.** Subject to the required prior written consent of the original Grantor under this Declaration, as set forth in Section 11.2.1, after the recordation of the first deed to a Building Lot, the provisions of this Declaration may be amended by a written instrument approved by Owners holding at least three-fourths (3/4) of the votes of the membership of the Association.

11.2.3 **Development Agreement.** Notwithstanding anything to the contrary in this Declaration, without the agreement of the City of Kuna, Idaho, this Declaration may not be amended in any manner which would materially affect the rights of the City of Kuna under the Development Agreement.

11.3 **Notices.** Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by 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, addressed to any person at the address given by such person to Grantor, the Association or any other person or entity for the purpose of service of notices by such person or entity, or to the address of an Owner's Building Lot, if no other address for notices has been given to such person or entity by such Owner. Such address may be changed from time to time by notice in writing given in compliance with the foregoing.

11.4 Enforcement and Non-Waiver

11.4.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and the Owners thereof.

11.4.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association, or any Owner of a Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor or the Association may enforce by self-help any of the provisions hereof, and only if such self-help is preceded by reasonable notice to the Owner.

11.4.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration any or all enforcement procedures in law and equity.

11.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

11.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

11.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

11.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

11.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing section, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

11.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

11.5.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

11.6 Successors and Assigns. All references herein to Grantor, an Owner, or a person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owner, or person.

11.7 Assignment by Grantor. Any or all rights, powers and reservations of Grantor herein contained may be assigned to any person or entity which is now organized or which may hereafter be organized and which will assume the duties of Grantor hereunder pertaining to the particular rights, powers and reservations assigned, and, upon any such person or entity evidencing his, her or its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein. In the event of any such assignment and assumption, Grantor shall be released from any liability or obligation arising under this Declaration and accruing after the date of such assignment and assumption, except with respect to any rights, powers and reservations as may have been reserved unto Grantor. All rights of Grantor hereunder reserved or created shall be held and exercised by Grantor alone, so long as it owns any interest in any portion of the Property or a Tract that may be annexed into the Property, which Property or Tract is subject to such reserved or created rights.

11.8 Existing Home. Let it be noted that Lot 1, Block 5 and the house located thereon are not subject to the Declaration Establishing Covenants, Conditions and Restrictions for Chapparosa Ridge Subdivision.

ARTICLE XII

ARTICLE XIII INDEMNIFICATION

To the full extent permitted by applicable law, Grantor, each member of the Board, each member of an Association committee, and each officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceedings to which he, she or it may be a party, or in which he, she or it may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he, she or it holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such person or entity is adjudged guilty of willful misfeasance in the performance of his, her or its duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association; and further provided that this right of

indemnification shall be inapplicable to the extent necessary, if at all, for the Association to obtain any insurance required by this Declaration.

IN WITNESS WHEREOF, the party hereto has hereunto caused its name to be subscribed this 19th day of November, 2004.

DYVER DEVELOPMENT, L.L.C.,
an Idaho limited liability company

By: [Signature]
Corey Barton
Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of November, 2004, before me, Adair Koltjes, a Notary Public in and for said State, personally appeared **Corey Barton**, known or identified to me to be the Managing Member of the limited liability company of Dyver Development, L.L.C., who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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



Adair Koltjes
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-05-2010

Exhibit "A"

Project: CHAPPAROSA SUBDIVISION

A parcel of land being a portion of the northwest ¼ of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar marking the southwest corner of said northwest ¼ of Section 13;

Thence North 00°03'29" East (formerly South 00°00'43" East) coincident with the west line of said northwest ¼ of Section 14 a distance of 1091.54 feet (formerly 1091.56 feet) to a 5/8" rebar PLS 4431 marking the **POINT OF BEGINNING**;

Thence continuing North 00°03'29" East (formerly South 00°00'43" East) coincident with said west line of the northwest ¼ a distance of 978.26 feet to a 5/8" rebar PLS 5461;

Thence South 50°16'25" East (formerly North 50°16'37" West) 664.84 feet (formerly 664.83 feet) to a 5/8" rebar PLS 5461;

Thence South 80°12'58" East (formerly North 80°13'10" West) 1308.76 feet (formerly 1341.00 feet) to a 5/8" rebar PLS 5461 on the westerly right-of-way line of the Kuna Canal;

Thence South 10°53'05" West along said westerly right-of-way line of the Kuna Canal a distance of 191.73 feet to a 5/8" rebar PLS 5461;

Thence South 6°24'26" West along said westerly right-of-way line of the Kuna Canal a distance of 137.96 feet to a 5/8" rebar PLS 5461;

Thence South 8°52'24" West along said westerly right-of-way line of the Kuna Canal a distance of 149.05 feet to a 5/8" rebar PLS 5461;

Thence South 2°20'13" West along said westerly right-of-way line of the Kuna Canal a distance of 110.08 feet to a 5/8" rebar PLS 5461;

Thence South 13°05'24" East along said westerly right-of-way line of the Kuna Canal a distance of 127.29 feet to a 5/8" rebar PLS 5461;

Thence South 17°31'13" East along said westerly right-of-way line of the Kuna Canal a distance of 138.59 feet to a 5/8" rebar PLS 5461;

Thence South 19°01'58" East along said westerly right-of-way line of the Kuna Canal a distance of 159.23 feet to a 5/8" rebar PLS 5461;

Thence South 21°11'40" East along said westerly right-of-way line of the Kuna Canal a distance of 46.31 feet to a 5/8" rebar PLS 5461 on the northerly boundary of Hawksnest Subdivision No. 2 as shown on file in Book 84 of Plats at Page 9433, in the Ada County Records Office;

Thence South 77°29'58" West (formerly North 77°27'12" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 17.40 feet to a 5/8" rebar PLS 4431;

Thence North 38°47'10" West (formerly South 38°49'56" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 84.84 feet to a 5/8" rebar PLS 4431;

Thence North 82°43'02" West (formerly South 82°45'48" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 169.82 feet to a 5/8" rebar PLS 4431;

Thence South 69°55'02" West (formerly North 69°52'16" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 362.21 feet to a 5/8" rebar PLS 4431;

Thence North 51°40'57" West (formerly South 51°43'43" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 278.73 feet to a 5/8" rebar PLS 4431;

Thence North 38°26'07" West (formerly South 38°23'53" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 179.04 feet to a 5/8" rebar PLS 4431;

Thence North 69°36'07" West (formerly South 69°38'53" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 92.43 feet to a 5/8" rebar PLS 4431;

Thence North 84°21'23" West (formerly South 84°24'09" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 135.47 feet to a 5/8" rebar PLS 4431;

Thence North 80°22'48" West (formerly South 80°25'34" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 80.25 feet to a 5/8" rebar PLS 4431;

Thence North 46°42'30" West (formerly South 46°45'16" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 97.97 feet to a 5/8" rebar PLS 4431 marking the northwest corner of said Hawksnest Subdivision No. 2 and the northeast corner of Hawksnest Subdivision No. 1 as shown on file in Book 84 of Plats at Page 9291, as on file in the Ada County Recorders Office;

Thence North 61°49'15" West (formerly South 61°52'01" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 22.87 feet to a 5/8" rebar PLS 4431;

Thence North 49°18'17" West (formerly South 49°21'03" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 178.87 feet to a 5/8" rebar PLS 4431;

Thence North 60°58'49" West (formerly South 61°01'36" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 178.48 feet to a 5/8" rebar PLS 4431;

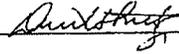
Thence North 71°46'15" West (formerly South 71°49'01" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 283.96 feet to the POINT OF BEGINNING.

The parcel above described contains 38.63 acres, more or less.

Basis of bearings for this parcel is North 00°03'29" East between the 5/8" rebar marking the west ¼ corner and a brass cap marking the northwest corner of Section 13.

Together with and subject to covenants, easements, and restrictions of record.

David S. Short Jr., P.L.S.
End of Description



8/12/2007 License No. 5461



ACCOMMODATION

0A8571

SUPPLEMENTAL DECLARATION OF ANNEXATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION NO 2
(Platted as Kelleher Subdivision)

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Dyver Development, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Kuna, County of Ada, State of Idaho, which is particularly described as:

Kelleher Subdivision No. 1 according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982, instrument #106162930 recorded October 13, 2006; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference:

WHEREAS, Declarant has heretofore recorded a Declaration Establishing Covenants, Conditions and Restrictions for Chapparosa Ridge Subdivision No. 1, recorded on November 26, 2004, as Instrument Number: 104150179, records of Ada County, Idaho.

WHEREAS, Chapparosa Subdivision #2 (platted as Kelleher Subdivision No. 1), herein after referred to as Chapparosa Subdivision #2 is being developed according to a master plan of development and is thereby related to Chapparosa Ridge Subdivision No. 1, and Declarant desires that Chapparosa Subdivision No. 2 be subject to the covenants, conditions and restrictions for Chapparosa Ridge Subdivision No. 1 as set forth in the Declaration (as Declaration may be, from time to time, amended), and that owners of Building Lots or parcels within the boundaries of Chapparosa Subdivision No. 2 be members of Chapparosa Ridge Subdivision Homeowners Association, Inc.:

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I

Chapparosa Subdivision #2 shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended, incorporated herein by this reference as if set forth in full, which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with and bind, Chapparosa Subdivision #2 and each and every part, parcel and Building Lot thereof, and be binding on all parties having any right, title or interest in Chapparosa Subdivision #2 or any parcel or building lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II

Pursuant to the Sections 1.2 and 6.1 of the Declaration, the Declaration is hereby amended to include Chapparosa Subdivision #2, and Chapparosa Subdivision #2 is hereby made subject to and the beneficiary of the rights, privileges, restrictions and covenants set forth in the Declaration. Chapparosa Subdivision #2 is designated a "Tract" as defined in Section 3.15 of the Declaration, and is hereby annexed to the Property covered by the Declaration and is included within the term "Property" as used in the Declaration.

ARTICLE III

Except for terms expressly defined herein, all capitalized terms shall have the same meaning as defined in the Declaration.

ARTICLE IV

The Chapparosa Subdivision #2 shall be subject to all city and county setbacks and utility easements as set forth on the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference.

ARTICLE V

The maximum annual assessment is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of Twenty Five Dollars and no/100 (\$25.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

ARTICLE VI

The Common Areas granted to the Chapparosa Ridge Homeowners Association, Inc. are:

Lots 1, 9, 16, and 23, block 1; Lots 1, block 2; Lot 15, block 3; Lot 17, block 5; of the Kelleher Subdivision.

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

Notes. The Common Area is subject to the following "Notes," as stated on the final recorded Plat for KELLEHER SUBDIVISION, recorded in County of Ada, Idaho and recorded as instrument #106162930:

(The specific lots identified as Common Area in Section 10.1 of the Declaration refer to lots and blocks in the Chapparosa Ridge Subdivision No. 1 only.) All Common Area, including the original Common Area identified as such in Section 10.1 of the Declaration, and the Common Area identified as such in this Supplemental Declaration and in any future Supplemental Declaration, shall all be included within the term "Common Area" as used in the Declaration and shall be shared among the owners of all Building Lots in the Property (including future annexed Tracts), as provided in Article X of the Declaration.

ARTICLE VII

The Grantor will maintain Architectural Control over the Chapparosa Ridge Subdivision #2 until such time that home construction is complete. At the point that all the homes are built in Chapparosa Ridge Subdivision #2) subdivision Architectural Control of the subdivision will revert to the AC Committee that is currently in office with the Chapparosa Homeowners Association, Inc.

ARTICLE VIII

There is an ingress/egress deed across a portion of Lot 1, Block 1 for the express purpose of ingress/egress to Commercial Lot 8, Block 1 of the Chapparosa Ridge Subdivision #2. The ingress/egress deed was recorded as instrument # 107019882 and made a part hereto as Exhibit "B".

ARTICLE IX

Lot 8, Block 1 is a Commercial Lot not owned by the Grantor and is exempt from the ACC guidelines established in the Declaration. The tenant(s)/Owner(s) of Lot 8, Block 1 will be responsible for paying Five Hundred dollars and no/100's (\$500.00) per year to the Chapparosa Ridge Homeowners Association, Inc. for maintenance of a portion of Lot 1, Block 1 the common area berm adjacent to Lot 8, Block 1. The Association may use the same options to perpetuate collection of non paid dues as stated in Sections 9.6 and 9.7 of the Declaration. The current tenant(s)/owner(s) nor any future tenant(s)/owner(s) of Lot 8, Block 1 will have no voting rights or be able to participate in any regular business regarding the Chapparosa Subdivision or the Association.

Neither the Chapparosa Homeowners Association Board, ACC committee, nor any homeowner in Chapparosa Ridge Subdivision #1 or #2 (which is platted at Kelleher) have any authority over Lot 8, Block 1 and more specifically no authority in any future use or architectural controls including but not limited to land use, zoning, business uses, commercial activities, building style, construction material or any other rights or decision making capabilities.

The tenant(s)/Owner(s) of Lot 8, Block 1 have the right to de-annex from the Chapparosa Ridge Subdivision at any time and at tenant(s)/Owner(s) sole discretion. In the event of de-annexation from Chapparosa Ridge Subdivision the commercial lot shall be responsible for the repair/maintenance of the portion of Lot 1, Block 1 as described in the attached deed recorded as instrument #107019882 and attached as Exhibit B.

The residents of Chapparosa Ridge Subdivision #2 (platted as Kelleher) understand that Lot 8 Block 1 is a commercial lot and by accepting a deed to a lot and by reading and accepting this document approve of the commercial lot and any legal uses associated therein as allowed by the applicable government agencies.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 26th day of February 2007.

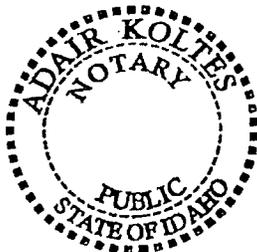
DYVER DEVELOPMENT, LLC,
An Idaho Limited Liability Company

[Signature]
By: Corey Barton, Its Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of February, 2007, before me, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Managing Member of Dyver Development, LLC, a Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Adair Koltes
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-05-2010

Exhibit "A"

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

Lot	Area	Remarks
1	0.10	...
2	0.10	...
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97	0.10	...
98	0.10	...
99	0.10	...
100	0.10	...

NOTES

1. ALL 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, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



W&H
 2121 E. Ogden BL.
 Boise, Idaho 83705-4700
 208-333-8800
 Fax 208-333-8801
 www.wandh.com

Exhibit "B"

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/09/07 04:32 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 3.00

107019882



8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

ACCOMMODATION

0A8529

QUITCLAIM DEED

224310

For Value Received

Dyver Development, LLC

do hereby convey, release, remise and forever quit claim unto

JRL Properties, L.P., as to an undivided 50% interest and

Glasgow Enterprises, LLC, as to an undivided 50% interest

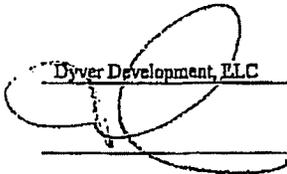
whose address is 2364 S. Titanium, Meridian, Idaho 83642 .

the following described premises, to-wit:

A nonexclusive easement for ingress, egress and utilities over and across those portions of Lot 1, Block 1 of Kelleher Subdivision, according to the official plat thereof, filed in Book 88 of Plats at Pages 11979 - 11982, records of Ada County, Idaho, lying Northerly of the Westerly extension of the Southerly line of Lot 8 of Block 1 of said Kelleher Subdivision and lying Westerly of the Northerly extension of the Easterly line of said Lot 8 of Block 1 of said Kelleher Subdivision. Said easement is appurtenant to said Lot 8, Block 1 of said Kelleher Subdivision.

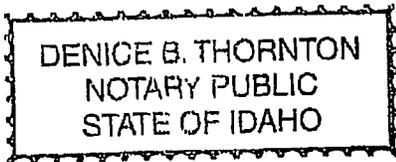
together with their appurtenances.

Dated: February 8, 2007


Dyver Development, LLC

STATE OF Idaho, County of Ada, ss

On this 8th day of February, in the year of 2007, before me The Undersigned, a notary public, personally appeared Corey Barton, known or identified to be one of the member(s)/manager(s) in a limited liability company, of Dyver Development, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.





Notary Public of
Residing at
Commission expires:

Residing in: Meridian, Idaho
Commission Expires: 08-03-2010



OA 8586

ACCOMMODATION

AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION No. 1 & 2

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Dyver Development, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant";

THE AMENDMENT to the Declaration of Protective Covenants and Restrictions for Chapparosa Subdivision AND Chapparosa #2 (platted as Kelleher) is made on this 2nd day of March, 2007.

Chapparosa Ridge Subdivision, according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, instrument #104150179 recorded November 19, 2004. And Chapparosa #2 (platted as Kelleher) according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, instrument #106162930 recorded October 13, 2006

NOW, THEREFORE, Declarant hereby declares:

This amendment as follows:

Chapparosa Ridge Subdivision, Article IX. (a) And (b); reads as follows:

Article IX

Creation of the Lien and Personal Obligation of Assessments. For each Building Lot owned within the Property, each Owner (subject to the provision in Section 9.4) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Set-up fee to be collected at the close of each Building Lot in the amount One Hundred and no/100 (\$100.) payable to the Grantor. Upon each transfer of any Building Lot and recording of a the deed, each buyer at closing shall pay to the Association a special transfer assessment of twenty five and no/100 (\$25.)

(b) Annual regular assessments.

Chapparosa Ridge Subdivision, Article IX. (a) And (b); **will be changed to read as follows:**

Article IX

Creation of the Lien and Personal Obligation of Assessments. For each Building Lot owned within the Property, each Owner (subject to the provision in Section 9.4) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

AMENDMENT TO DECLARATION OF CHAPPAROSA RIDGE AND Kelleher Subdivision No. 1
DYVER DEVELOPMENT AMMENDMENT 2007/2

(a) The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of One Hundred Fifty Dollars and no/100 (\$150.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

(b) The maximum annual assessments are now One Hundred Eighty Dollars and no/ 100 (\$180.00) replacing what is defined in Section 9.2 of the Declaration.

Chapparosa #2 (platted as Kelleher), Section Article V; reads as follows:

ARTICLE V

The maximum annual assessment is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of Twenty-five Dollars and no/100 (\$25.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

Chapparosa #2 (platted as Kelleher), Section Article V; **will be changed to read as follows:**

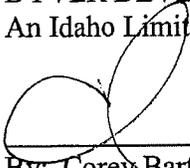
ARTICLE V

The maximum annual assessments are now One Hundred Eighty Dollars and no/ 100 (\$180.00) replacing what is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of One Hundred Fifty Dollars and no/100 (\$150.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

AMENDMENT TO DECLARATION OF CHAPPAROSA RIDGE AND Kelleher Subdivision No. 1
DYVER DEVELOPMENT AMMENDMENT 2007/2

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 2nd day of March 2007.

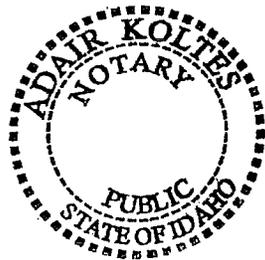
DYVER DEVELOPMENT, LLC,
An Idaho Limited Liability Company


By: Corey Barton, Its Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of March, 2007, before me, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Managing Member of Dyver Development, LLC, a Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Adair Koltus
Notary Public for the State of Idaho
Residing at Nampa, Idaho
My Commission Expires 6-05-2010

AMENDMENT TO DECLARATION OF CHAPPAROSA RIDGE AND Kelleher Subdivision No. 1
DYVER DEVELOPMENT AMMENDMENT 2007/2

KELLEHER SUBDIVISION NO. 2 – LEGAL DESCRIPTION

Date: March 29, 2018

A parcel of land being situated in the Northwest 1/4 of the Northwest 1/4, of Section 13, Township 2 North, Range 1 West, Boise Meridian, also being Lot 8, Block 1 of Kelleher Subdivision recorded in Bk 96, Pages 11,979-11,982 of the Ada County Recorder's Office, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 13, monumented by a 3.25" aluminum cap (Corner Record No. 2017-094753), from which the North 1/16th corner on the West line of said Section 13, monumented by a 1.5" aluminum cap (Corner Record No. 105100196) bears South 00°03'29" West, a distance of 1321.91 feet;

Thence South 00°03'29" West, coincident with said West line of said Section 13, a distance of 66.21 feet;

Thence leaving said West line, South 89°56'31" East, a distance of 65.00 feet to the Northwest corner of Lot 8, Block 1, of said Kelleher Subdivision and the **POINT OF BEGINNING**;

Thence South 88°53'15" East, coincident with the northerly boundary line of said Lot 8, a distance of 246.74 feet, to the northeast corner of said Lot 8;

Thence South 00°03'41" West, coincident with the easterly boundary line of said Lot 8, a distance of 346.49 feet, to the southeast corner of said Lot 8;

Thence North 88°53'10" West, coincident with the southerly boundary line of said Lot 8, a distance of 246.72 feet, to the southwest corner of said Lot 8;

Thence North 00°03'29" East, coincident with the westerly boundary line of said Lot 8, a distance of 346.48 feet, to said **POINT OF BEGINNING**.

The above described parcel contains 85,473 square feet or 1.96 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is South 00°03'29" West between the Northwest corner of said Section 13 and the North 1/16th corner common to Sections 13 and 14.

Travis P. Foster, P.L.S.
End of Description



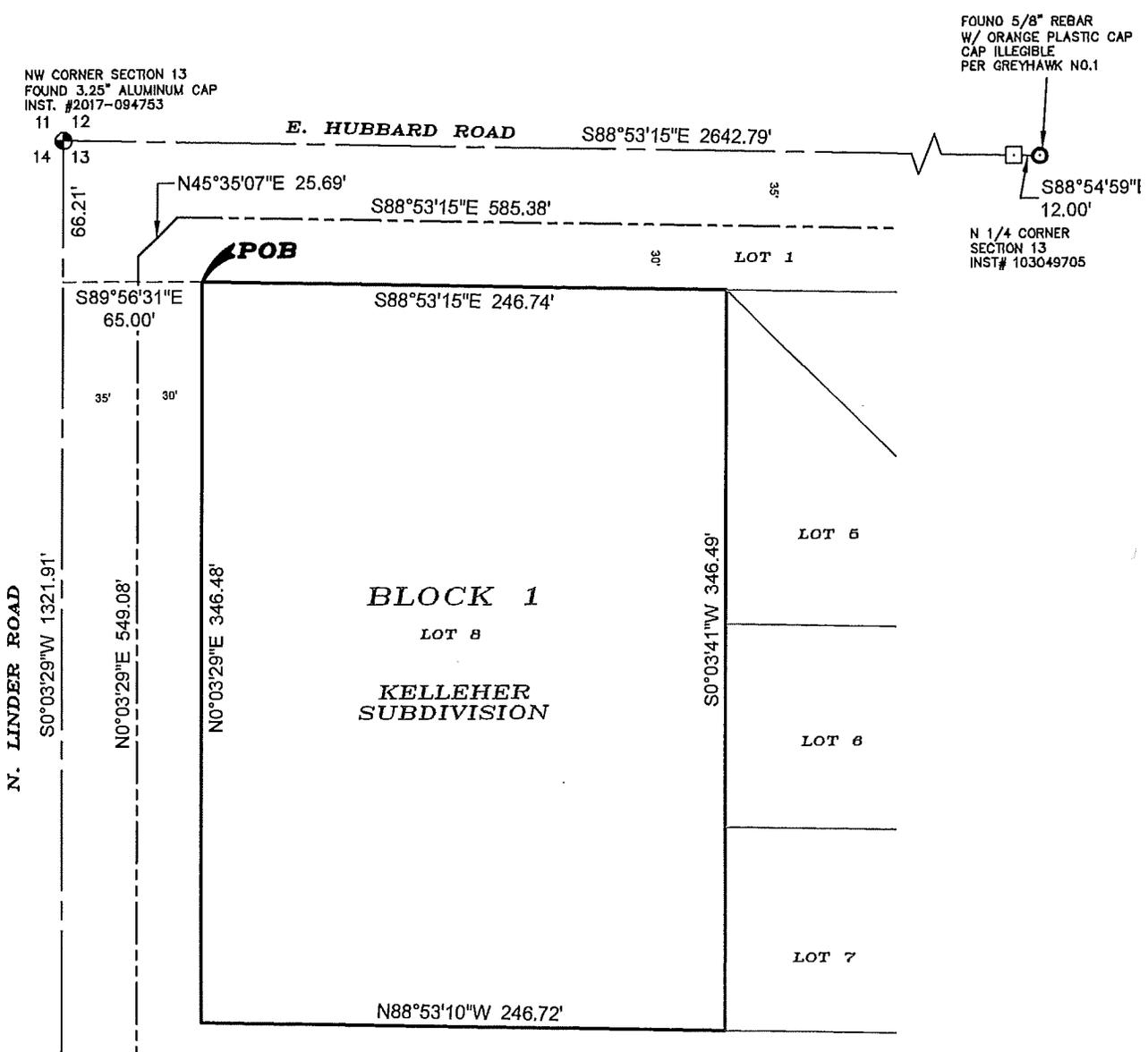
License No. 10729

Exhibit
A2d



SKETCH FOR LEGAL EXHIBIT

A PARCEL OF LAND BEING LOT 8, BLOCK 1 KELLEHER SUBDIVISION
 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 13
 T.2N, R.1W, B.M. CITY OF KUNA, ADA COUNTY, IDAHO
 2018



NOT TO SCALE

WHPacific

2141 W Airport Way, Ste 104
 Boise, ID 83705
 208-342-5400 Fax 208-342-5353
 www.whpacific.com



TitleOne
a title & escrow co.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 CHE FOWLER
TITLEONE BOISE

2017-098673
10/17/2017 01:21 PM
\$15.00

ACCOMMODATION
RECORDING

Order Number: 17300802

WARRANTY DEED

For Value Received,

JRL Properties L.P., an Idaho limited partnership and Glasgow Enterprises, L.L.C., an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, Open Door Rentals, LLC, an Idaho limited liability company, whose current address is 1977 E. Overland Rd., Meridian, ID 83642, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Lot 8 in Block 1 of Kelleher Subdivision, according to the official plat thereof, filed in Book 96 of Plats at Page(s) 11979 through 11982, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 10/16/17



JRL Properties L.P., an Idaho limited partnership

By: _____
John A. Laude Sr., General Partner

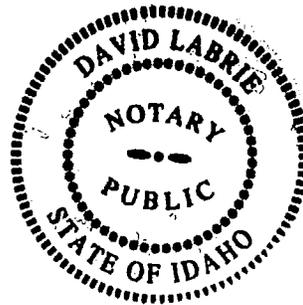
Glasgow Enterprises, L.L.C., an Idaho limited liability company

By: _____ **Signed in Counterpart**
Lloyd W. Glasgow, Manager

State of Idaho, County of Ada, ss.

On this 16 day of October in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared John A. Laude Sr., known or identified to me to be the General Partner of the partners in the partnership of JRL Properties L.P. and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

David Labrie, Notary Public
Residing at: Boise ID
My Commission Expires: 9/6/2019
(seal)



State of Idaho, County of Ada, ss.

On this _____ day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd W. Glasgow, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Notary Public for Idaho
Residing In: _____
My Commission Expires: _____

JRL Properties L.P., an Idaho limited partnership

Signed in Counterpart

By: _____
John A. Laude Sr., General Partner

Glasgow Enterprises, L.L.C., an Idaho limited liability company

By: _____
Lloyd W. Glasgow, Manager

State of Idaho, County of Ada, ss.

On this _____ day of October in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared John A. Laude Sr., known or identified to me to be the General Partner of the partners in the partnership of JRL Properties L.P. and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

_____, Notary Public
Residing at: _____
My Commission Expires: _____
(seal)

State of Idaho, County of Ada, ss.

On this 17th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd W. Glasgow, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Matt Bramwell
Notary Public for Idaho
Residing In: _____
My Commission Expires: _____



Residing in: Meridian, ID
Expires: 5/11/2018



City of Kuna
AFFIDAVIT OF
LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
) ss.
County of Ada)

I, Open Door Rentals, Inc / Corey Barton, 1977 E. Overland Road
Name Address
Meridian, Idaho 83642
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my
permission to Jane Suggs/WHPacific 2141 W. Airport Way, Suite 104, Boise, ID 83705
Name Address
to submit the accompanying application pertaining to that property.

E. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any
claim or liability resulting from any dispute as to the statements contained herein or as to
the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose
of site inspections related to processing said application(s),

Dated this 2nd day of March, 2018

[Signature]
Signature

Subscribed and sworn to before me the day and year first above written.

[Signature]
Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: 6-05-22



March 29, 2017

Ms. Wendy Howell, Director
Kuna Planning and Zoning Department
751 W. 4th Street
Kuna, Idaho 83634

Subject: Kelleher Subdivision No. 2 – a resubdivision of Kelleher Subdivision Lot 8, Block 1
Southeast Corner of Hubbard Road and Linder Road
Applications for preliminary plat, final plat and design review

Dear Ms. Howell:

On behalf my client, Challenger Development, Inc., please accept the attached applications for preliminary plat, final plat, and design review for the subject property. The property is located on the southeast corner of Hubbard Road and Linder Road and is part of the Kelleher/Chapparosa Ridge Subdivision. (2N, 1W, Section 13). You may recall that this 1.96 acre parcel was recently rezoned to C-1, neighborhood commercial in December of 2017.

Preliminary Plat

We are requesting to re-subdivide the parcel into 8 building lots and 1 common lot. The developer proposes to construct eight 4-plex buildings, along with parking and landscaping. The 4-plexes are considered multi-family and are allowable in the C-1 zone with Design Review. In addition, the 4-plexes are a reasonable transition from the intersection at Hubbard and Linder Roads and the single family residences in Chapparosa Ridge to the east. The subject property is, in fact, part of the Chapparosa Ridge Subdivision (platted as Kelleher) and the developer intends to continue to be part of the Chapparosa Ridge Home Owners Association.

The standards and setbacks for the C-1 zone and for Kelleher Subdivision No. 2 are as follows:

	Required in C-1 zone	Kelleher Sub No. 2
Maximum height	35'	29'
Street frontage	0'	N/A – buildings do not front on a street
Front setback on local road	15'	N/A – buildings do not front on a local street
Front setback on collector/arterial	0'	N/A – buildings do not front on a collector/arterial
Rear yard	5'	5'
Interior side yard setback	0'	10'
Street side yard setback	10'	N/A – buildings do not have a side yard on a street
Maximum lot coverage	100% DR	less than 100%
Minimum lot size	2000 SF	4035 SF



The new subdivision parcel is surrounded by a 30' wide landscaped buffer that was established when the original Kelleher Subdivision was developed. Due to this buffer, the new lots do not have frontage on Hubbard Road or Linder Road. Access will be taken via a driveway on Hubbard Road, at a location approved by ACHD. The current driveway on Linder Road will be closed.

Lot sizes are show on the preliminary plat. The common lot provides parking and landscaping and all of the buildings face this interior common lot. There are 6' wide sidewalks throughout the development that will provide safe and convenient access to each building.

There are 62 regular parking spaces (9'x20') and 4 accessible parking spaces for a total of 66 parking spaces or 2 spaces per dwelling unit. The City's standard is 1.5 parking spaces per dwelling unit.

Utilities

All urban services are available to the project. Sanitary sewer and potable water are provided to each lot, along with a pressurized irrigation system that will keep yards and open spaces green. Currently storm water runoff is planned to be managed with infiltration facilities located in the common lot.

Buffers and Landscaping

As noted above, a 30' wide landscape strip was established when the original Kelleher Subdivision was constructed. That landscape strip is maintained by the Chapparosa Homeowners Association and a provision was made in the CCRs to allow access across the buffer to the subject parcel.

A landscape plan, prepared by Jensen-Belts, is included in our application, along with a colored landscape rendering. The plan includes landscaping around the 4-plex buildings and in the parking area. We've also planned for landscaping along the eastern fence line adjacent to the existing homes. Based on comments from our neighbors and to provide security and safety, we will have a 6' fence around the perimeter of the property. We have included a walkway and fence opening in the southeast corner of the site to allow pedestrian only passage to the neighborhood park. Because we are adjacent to the neighborhood park, we are not planning for additional amenities within the development site. The owners of the 4-plexes buildings will participate in the maintenance of the neighborhood park through annual dues and assessments.

In summary, the proposed Kelleher Subdivision No. 2 preliminary plat meets the requirements of the Kuna Code for the C-1 zoning designation, and is in conformance with the Comprehensive Plan policies that encourage multi-family uses in proximity to neighborhood commercial/future commercial. In addition, public services are available to the development; there are no impacts to the continuity of the capital improvement program or inability by the City to provide support services; and there are no negative impacts to the health and safety of Kuna residents or to the environment.

Final Plat

In addition to our application for preliminary plat, we are also making application for final plat approval. According the Kuna Code 6-2-3-B, an *applicant may request that the subdivision application be processed as both a preliminary and final plat if all the following criteria are met:*

1. *The proposed subdivision does not exceed ten (10) lots;*

2. *No new street dedication or street widening is involved;*
3. *No major special development considerations are involved, such as development in a floodplain, hillside development or the like; and*
4. *All required information for both preliminary and final plat is complete and in an acceptable form.*

This re-subdivision of Lot 8, Block 1 of Kelleher Subdivision meets those conditions, and so we have submitted a final plat application, along with copies of the final plat and construction drawings for review.

The proposed final plat is in conformance with the preliminary plat that is submitted for approval and the plat and construction drawings are in conformance with acceptable engineering practices and local standards. The conditions of approval placed on the preliminary plat will be completed, as necessary, prior to the City Engineer's signature on the final plat mylar, prior to recording.

Design Review

We are also requesting Design Review approval for the 4-plex buildings and for the common area parking and landscaping. The project architect, Rob TeBeau with The Architects Office, has provided a separate letter of intent for Design Review, along with all the necessary applications, floor plans, elevations, and color pallets.

Our team has coordinated applications and we have worked with staff so that the Design Review consideration and hearing will coincide with the preliminary plat review and hearing. This schedule allows the Planning and Zoning Commissioners and public to review the entire project in a complete and transparent process.

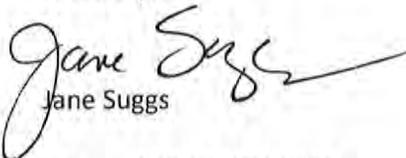
Neighborhood Meeting

A neighborhood meeting was held on Monday, March 5, 2018, at 6 pm at the Kuna Fire Station. The sign-up sheet for the meeting is included with our application materials. Based on the neighborhood meeting discussion, we have continued communication with neighbors regarding the view of the buildings from the streets, location of fences and potential rental costs.

We have also reached out to the Homeowners Association management agency and expect to meet with the Chapparosa HOA Board at their next meeting.

Our development team is pleased to submit the necessary applications and support materials for this new subdivision in the City of Kuna. We look forward to working with you and your staff on the approval process. And, as always, do not hesitate to contact me if you have questions about the project or the applications.

Sincerely,


Jane Suggs

cc: Shawn Brownlee



City of Kuna
**COMMITMENT TO
PROPERTY POSTING**

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8

Jane Sugg
Applicant/agent signature

3/5/18
Date

Jane Suggs

From: Sub Name Mail <subnamemail@adaweb.net>
Sent: Friday, March 16, 2018 3:14 PM
To: Jane Suggs
Cc: Travis Foster
Subject: RE: Kelleher Sub No 2 Name Reservation

March 16, 2018

Travis Foster, WHPacific Inc.
Jane Suggs, WHPacific Inc.

RE: Subdivision Name Reservation: **KELLEHER SUB NO 2**

At your request, I will reserve the name **Kelleher Sub No 2** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



Jerry L. Hastings, PLS 5359
County Surveyor
Deputy Clerk Recorder
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7912 office
(208) 287-7909 fax

From: Jane Suggs [<mailto:JSuggs@whpacific.com>]
Sent: Thursday, March 15, 2018 5:29 PM
To: Sub Name Mail
Subject:] RE: Subdivision Name Reservation

Sub Name Mail/Glen,

I'd like to reserve the name: **Kelleher Subdivision No. 2** for a new project on the SE corner of Hubbard Road and Linder Road. The parcel is known as Lot 8, Block 1 of the Kelleher Subdivision.

The property is 1.96 acres in T2N, R1W, Section 13. Parcel number: R4865420080.

WHPacific/Travis Foster is the surveyor. Open Door Rentals/Corey Barton is the owner. Trilogy Development/Shawn Brownlee is the developer.

I am the contact for the project.

Thank you,

Jane

Jane Suggs | Planner

WHPacific, Inc. | 2141 W Airport Way, Suite 104, Boise, ID 83705

Direct 208.275.8729 | Mobile 208.602.6941 | Fax 208.342.5353 | jsuggs@whpacific.com



Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: Subdivision plat for eight 4-plex buildings

Date and time of neighborhood meeting: Monday, March 5, 2018 at 6 pm

Location of neighborhood meeting: Kuna Fire Station, 150 W. Boise Street

SITE INFORMATION:

Location: Quarter: _____ Section: 13 Township: 2N Range: 1W Total Acres: 1.96

Subdivision Name: Kelleher Lot: 8 Block: 1

Site Address: SE corner Linder Road and Hubbard Road Tax Parcel Number(s): R4865420080

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Open Door Rentals, Inc.

Address: 1977 Overland Road City: Meridian State: ID Zip: 83642

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Jane Suggs Business (if applicable): WHPacific, Inc.

Address: 2141 W. Airport Way, Suite 104 City: Boise State: ID Zip: 83705



PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type

Brief Description

Annexation _____

Re-zone _____

Subdivision (Sketch Plat and/or Prelim. Plat) Preliminary & Final Plat for 8 building lots, plus common lot(s)

Special Use _____

Variance _____

Expansion of Extension of a Nonconforming Use _____

Zoning Ordinance Map Amendment _____

APPLICANT:

Name: Jane Suggs / WHPacific, Inc.

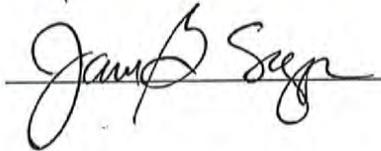
Address: 2141 W. Airport Way, Suite 104

City: Boise State: Idaho Zip: 83705

Telephone: _____ Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)



Date 3/9/18

New Subdivision at SE corner Hubbard and Linder Roads

Neighborhood Meeting

Monday, March 5, 2018

6 pm

Helene

Jim & Vicki

	Name	Address	Phone/e-mail
1.	Steve Wagon	199 W. Hubbard	hwofgram@gmail.com
2.	Jim & Vicki Clark	2965 N. Linder Rd.	
3.	Matt Foley	2877 N Updale	Mattfoley@hotmail.com
4.			
5.			
6.			
7.			
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16.			
17.			
18.			
19.			
20.			

February 23, 2018

Subject: New Subdivision at the Southeast corner of Hubbard and Linder Roads
also known as: Lot 8, Block 1 Kelleher (Chapparosa) Subdivision

Dear Neighbor,

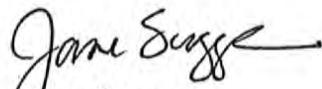
You and your family are invited to attend a neighborhood meeting to discuss a new subdivision proposed for the southeast corner of Hubbard Road and Linder Road. This 1.96 acre parcel is also described as Lot 8, Block 1 of the Kelleher Subdivision.

You may recall being notified last year about a development at this location. That neighborhood meeting notification was about rezoning the subject property to neighborhood commercial (C-1), for the development of 4-plex units. The 4-plexes are an allowable use in the C-1 zone, subject to design review.

The developer/builder plans to build eight 4-plexes, plus common lots for parking, utilities, open space and landscaping. The development will be accessed by a driveway on Hubbard Road.

Our meeting will be held on **Monday, March 5, 2018 at 6 pm at the Kuna Fire Station at 150 West Boise Street**. If you have any questions about the meeting or the proposed development project, please do not hesitate to call me at 208-275-8729 or e-mail me at jsuggs@whpacific.com.

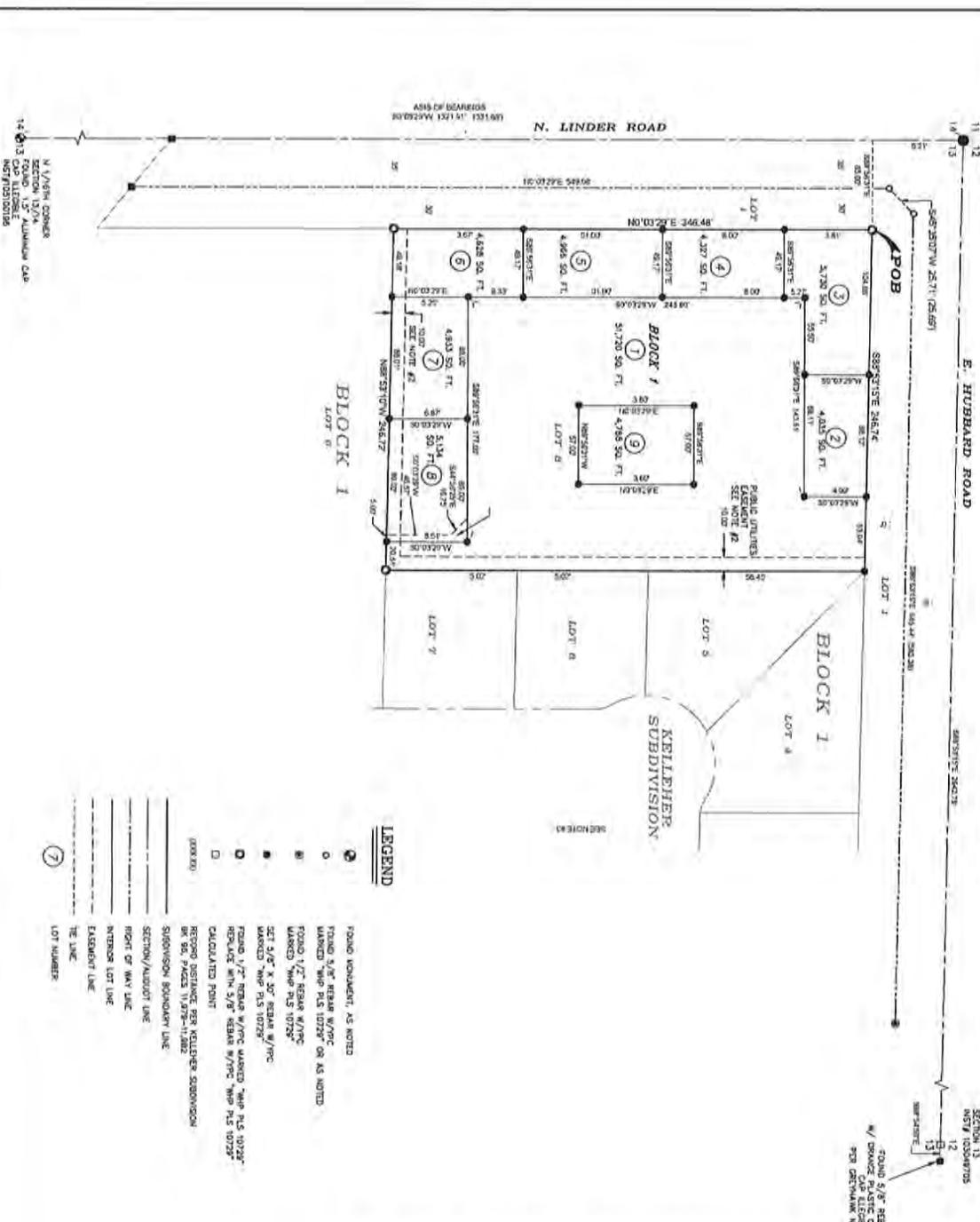
Sincerely,


Jane Suggs
Planner

KELLEHER SUBDIVISION NO. 2

REPLAT OF LOT 8 BLK 1 OF KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 13, T.2N. R.1W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO 2018



- #### LEGEND
- FOUND MONUMENT, AS NOTED
 - FOUND 5/8" REBAR W/RC
 - FOUND 3/4" REBAR W/RC
 - FOUND 1/2" REBAR W/RC
 - FOUND 1/4" REBAR W/RC
 - FOUND 3/8" X 30" REBAR W/RC
 - FOUND 1/2" REBAR W/RC MARKED "WHP PLS 10728"
 - FOUND 3/8" X 30" REBAR W/RC MARKED "WHP PLS 10729"
 - FOUND 1/2" REBAR W/RC MARKED "WHP PLS 10727"
 - FOUND 3/8" X 30" REBAR W/RC MARKED "WHP PLS 10726"
 - FOUND 1/2" REBAR W/RC MARKED "WHP PLS 10725"
 - CALCULATED POINT
 - REBAR BOUNDARY FOR UNLAPSED SUBDIVISION
 - REBAR BOUNDARY FOR LAPSED SUBDIVISION
 - SECTION/AUDUIT LINE
 - RIGHT OF WAY LINE
 - ANTERIOR LOT LINE
 - EASEMENT LINE
 - THE LINE
 - ⑦ LOT NUMBER



NOTES

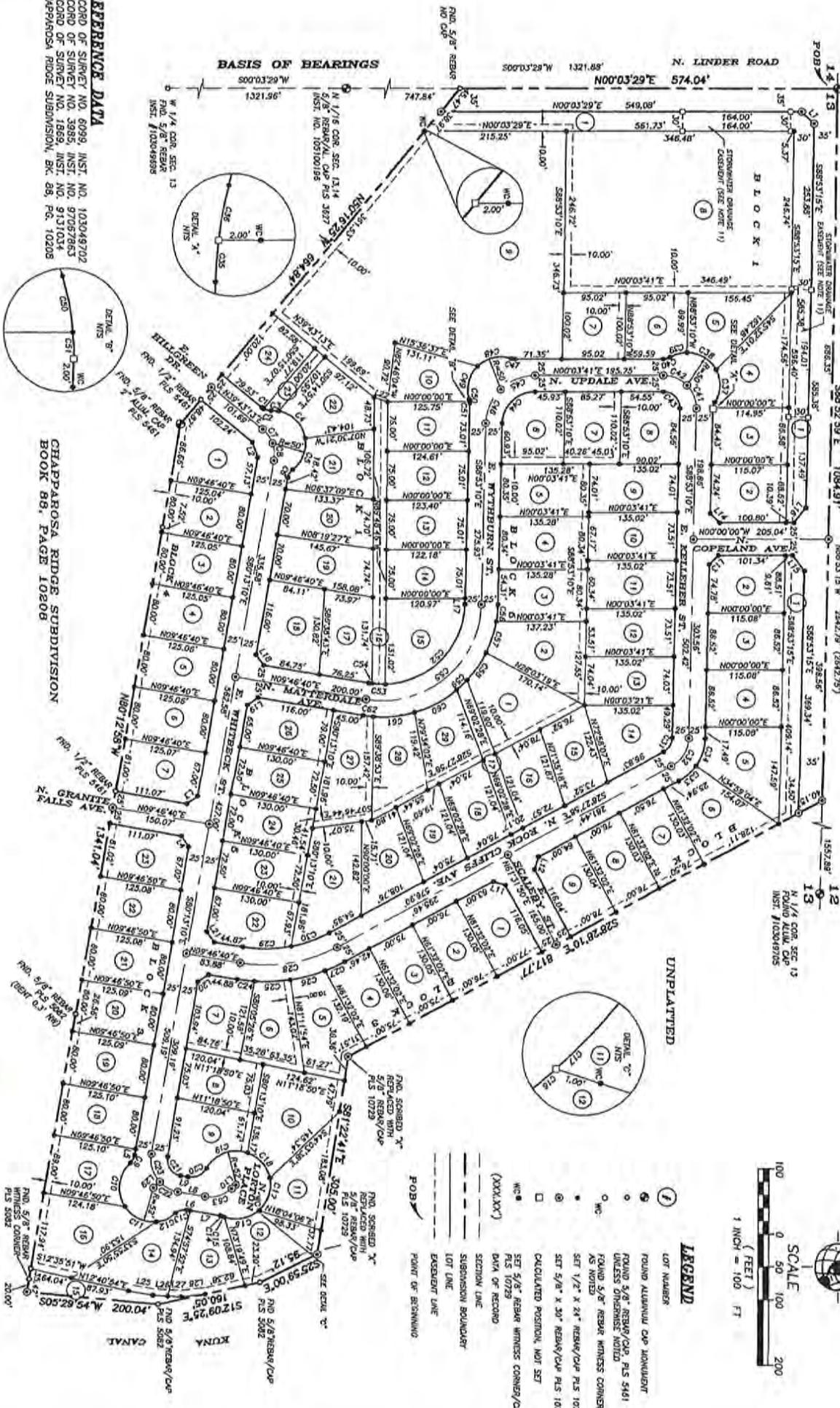
- 1) A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, BOUNDING AND PROTECTIVE SHALL BE SETBACK ALONG THE PUBLIC UTILITY EASEMENT. THE EASEMENT SHALL BE 10 FEET WIDE AND SHALL BE 10 FEET FROM THE CENTERLINE OF THE UTILITY EASEMENT. THE EASEMENT SHALL BE 10 FEET FROM THE CENTERLINE OF THE UTILITY EASEMENT. THE EASEMENT SHALL BE 10 FEET FROM THE CENTERLINE OF THE UTILITY EASEMENT.
- 2) THE EASTERN AND SOUTHERN BOUNDARY OF THIS SUBDIVISION IS SUBJECT TO AN EASEMENT FOR PERMANENT EASEMENT FOR PUBLIC UTILITIES. THE EASEMENT SHALL BE 10 FEET FROM THE CENTERLINE OF THE UTILITY EASEMENT. THE EASEMENT SHALL BE 10 FEET FROM THE CENTERLINE OF THE UTILITY EASEMENT.
- 3) THE EASTERN PROPERTY LINE OF LOT 8 IS SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES AS SHOWN ON THIS PLAN.
- 4) LOT 8, BLOCK 1 IS DEPARTED AS A COMMON AREA LOT AND NOT TO BE OWNED AND MAINTAINED BY KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION.
- 5) LOT 1, BLOCK 1 SHALL CONTAIN A BLANKET INTEREST/ISSUES AND PUBLIC UTILITY EASEMENT.
- 6) THIS DEVELOPMENT REQUIRES SECTION 27-4803 OF IDAHO CODE, WHICH STATES NO ADDITIONAL OPERATION OR USE OF PUBLIC BY ANY CHANGED CONDITIONS OR AS A RESULT OF THE SUBDIVISION. ADDITIONAL ACTIVITIES AFTER THE STATE HAS BEEN NOTIFIED IN WRITING THAT THE OPERATOR SHALL BE PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY IN THE EVENT OF ANY ADDITIONAL OPERATION OR MAINTENANCE TO IT.
- 7) IMPROVED AREAS HAS BEEN PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 27-4803(1) LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO ASSOCIATION WITH RIGHTS AND WILL BE REQUIRED FOR ALL PRELIMINARY ASSESSMENTS.
- 8) ANY RE-DEVELOPMENT OF THIS PLAT SHALL COMPLY WITH THE RE-DEVELOPMENT REGULATIONS IN EFFECT AT THE TIME OF THE RE-DEVELOPMENT.
- 9) IMPROVED AREAS SHOULD BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE REGULATIONS AND ORDINANCES. THE CITY OF KUNA SHALL BE NOTIFIED IN WRITING OF ANY RE-DEVELOPMENT TO BE MAINTAINED BY THE KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION.
- 10) DIRECT LOT ACCESS TO N. LINDER ROAD AND E. HUBBARD ROAD BY ANY LOT IS PROHIBITED, EXCEPT AS SHOWN.
- 11) THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DECLARATION OF ASSOCIATION AS SET FORTH IN INSTRUMENT NO. _____ RECORDS OF ADA COUNTY, IDAHO.
- 12) THIS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY INSTRUMENT NO. _____ RECORDS OF ADA COUNTY, IDAHO, RELATING TO THE DEVELOPMENT OF THIS SUBDIVISION.
- 13) ALL OPEN SPACE SHALL BE MAINTAINED IN COMMON BY THE KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION FOR THE COMMON USE OF ALL OWNERS.



WHPacific

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006



LEGEND

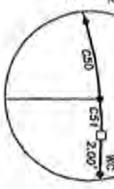
- ① LOT NUMBER
- ROUND ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR/CAP PLS 5161 UNLESS OTHERWISE NOTED
- FOUND 5/8" REBAR W/MISS CORNER, AS NOTED
- SET 1/2" x 24" REBAR/CAP PLS 10729
- SET 5/8" x 30" REBAR/CAP PLS 10729
- CALCULATED POSITION, NOT SET
- W.C. (XXXLXX)
- SET 5/8" REBAR W/MISS CORNER/CAP PLS 10729
- DATA OF RECORD
- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- POINT OF BEGINNING

NOTES

1. SEE SHEET 2 OF 4 FOR LINE AND CURVE TABLES.
2. SEE SHEET 2 OF 4 FOR SUBDIVISION NOTES.

REFERENCE DATA

RECORD OF SURVEY NO. 6099, INST. NO. 103048702
RECORD OF SURVEY NO. 3985, INST. NO. 97087863
RECORD OF SURVEY NO. 1889, INST. NO. 9131014
CHAPPAROSA RIDGE SUBDIVISION, BK. 88, PG. 10208



W&H PACIFIC
3130 S. Orange St.
Boise, Idaho 83705-4788
(208)348-6400
(208)348-5833 Fax
w&hpacific.com

Planners • Engineers • Surveyors • Landscape Architects
BOOK # _____ PAGE # 1474 SHEET 1 OF 4

PK 94 pg 1474

KELLEHER SUBDIVISION

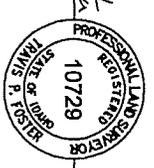
A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

Lot	Area	Remarks
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Lot	Area	Remarks
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NOTES

1. LOT 1, BLOCK 1, LOT 2, LOT 3, BLOCK 1, LOT 18, BLOCK 1, LOT 23, BLOCK 1, LOT 24, BLOCK 1, LOT 25, BLOCK 1, LOT 26, BLOCK 1, LOT 27, BLOCK 1, LOT 28, BLOCK 1, LOT 29, BLOCK 1, LOT 30, BLOCK 1, LOT 31, BLOCK 1, LOT 32, BLOCK 1, LOT 33, BLOCK 1, LOT 34, BLOCK 1, LOT 35, BLOCK 1, LOT 36, BLOCK 1, LOT 37, BLOCK 1, LOT 38, BLOCK 1, LOT 39, BLOCK 1, LOT 40, BLOCK 1, LOT 41, BLOCK 1, LOT 42, BLOCK 1, LOT 43, BLOCK 1, LOT 44, BLOCK 1, LOT 45, BLOCK 1, LOT 46, BLOCK 1, LOT 47, BLOCK 1, LOT 48, BLOCK 1, LOT 49, BLOCK 1, LOT 50, BLOCK 1, LOT 51, BLOCK 1, LOT 52, BLOCK 1, LOT 53, BLOCK 1, LOT 54, BLOCK 1, LOT 55, BLOCK 1, LOT 56, BLOCK 1, LOT 57, BLOCK 1, LOT 58, BLOCK 1, LOT 59, BLOCK 1, LOT 60, BLOCK 1, LOT 61, BLOCK 1, LOT 62, BLOCK 1, LOT 63, BLOCK 1, LOT 64, BLOCK 1, LOT 65, BLOCK 1, LOT 66, BLOCK 1, LOT 67, BLOCK 1, LOT 68, BLOCK 1, LOT 69, BLOCK 1, LOT 70, BLOCK 1, LOT 71, BLOCK 1, LOT 72, BLOCK 1, LOT 73, BLOCK 1, LOT 74, BLOCK 1, LOT 75, BLOCK 1, LOT 76, BLOCK 1, LOT 77, BLOCK 1, LOT 78, BLOCK 1, LOT 79, BLOCK 1, LOT 80, BLOCK 1, LOT 81, BLOCK 1, LOT 82, BLOCK 1, LOT 83, BLOCK 1, LOT 84, BLOCK 1, LOT 85, BLOCK 1, LOT 86, BLOCK 1, LOT 87, BLOCK 1, LOT 88, BLOCK 1, LOT 89, BLOCK 1, LOT 90, BLOCK 1, LOT 91, BLOCK 1, LOT 92, BLOCK 1, LOT 93, BLOCK 1, LOT 94, BLOCK 1, LOT 95, BLOCK 1, LOT 96, BLOCK 1, LOT 97, BLOCK 1, LOT 98, BLOCK 1, LOT 99, BLOCK 1, LOT 100, BLOCK 1.
2. A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE SUBDIVISION BOUNDARY, A 5 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG EACH SIDE OF INTERIOR LOT LINES, UNLESS OTHERWISE DIMENSIONED.
3. ALL SIDEWALKS SHALL BE MAINTAINED BY THE ADA COUNTY HIGHWAY DISTRICT, AND AN EASEMENT FOR THOSE PORTIONS OF THE SIDEWALK LYING OUTSIDE THE FRONT-OR-WAY HAS BEEN RECORDED AS INSTRUMENT NO. 180916453.
4. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT OF FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OR ANY PART THEREOF SHALL BE DEEMED A NUISANCE, PRIVATE OR PUBLIC, NOR SHALL ANY AGRICULTURAL OPERATION OR ANY PART THEREOF BE CONSIDERED A NUISANCE AFTER THE SALE HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO ANY AGRICULTURAL OPERATION OR ANY PART THEREOF WHICH IS AN AGRICULTURAL OPERATION OR AGRICULTURE AS DEFINED IN SECTION 22-4502 IDAHO CODE, UNLESS OTHERWISE PROVIDED TO IT."
5. IRRIGATION WATER HAS BEEN PROVIDED FROM NEW YORK IRRIGATION DISTRICT AND THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM NEW YORK IRRIGATION DISTRICT, OR THEIR ASSONS.
6. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
7. UNUSUAL BUILDING STRUTS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ASSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
8. DIRECT LOT ACCESS TO N. LINCOLN ROAD AND E. HUBBARD ROAD FROM ANY LOT OTHER THAN LOT 9, BLOCK 1 IS PROHIBITED.
9. LOT 15, BLOCK 1 IS FOR THE PURPOSE OF THE KUNA CANAL EASEMENT, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. LOT 9, BLOCK 1 IS DESIGNATED AS A COMMERCIAL LOT TO BE OWNED AND MAINTAINED BY DAWKWOOD ENTERPRISES, LLC.
11. ALL OF LOTS 9 AND 23 BLOCK 1, AND LOT 17 BLOCK 5, AND A PORTION OF LOT 1 BLOCK 1 AS SHOWN ON THE FACE OF THIS PLAT ARE SEPARATE TO AND CONTAIN THE ARCH STORM WATER DRAINAGE SYSTEM. THIS LOT IS EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104658411. THE OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREBY BY THIS REFERENCE AS IF SET FORTH IN FULL THE MASTER EASEMENT 2, BE SAID TO SAID MURBURN TO SECTION 40-2102 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

10/21/06

 10729
 10/21/06

W&H
 PLYMOUTH
 3130 S. Orytha St.
 Boise, Idaho 83705-4708
 (208)342-5400
 (208)342-5383 Fax
 w&hplc.com

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

BK 96 Pg. 11951

OWNERS CERTIFICATE

Know all men by this present: That the undersigned is the owner of the property described as follows and intends to include said property in this plat:

A parcel of land located in the NW1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Aluminum Cop, Corner Record No. 102129849, marking the Northwest Corner of said Section 13 being also the **POINT OF BEGINNING**;

Thence South 89°52'59" East constrained with the North line of said Northwest 1/4 of Section 13, 1084.91 feet to a set 5/8" rebar/cop PLS 10729;

Thence, leaving said section line, South 28°28'10" East, 817.77 feet to a set 5/8" rebar/cop PLS 10729;

Thence South 81°22'41" East, 305.00 feet to a set 5/8" rebar/cop 10729;

Thence South 25°59'00" East, 95.12 feet to a found 5/8" rebar/cop PLS 5082;

Thence South 12°09'25" East, 160.05 feet to a found 5/8" rebar/cop PLS 5082;

Thence South 05°29'54" West, 200.04 feet to a set 5/8" rebar/cop PLS 10729;

Thence North 80°12'58" West coincident with the northerly line of Chapparrero Ridge Subdivision Book 88, Page 1D208, Ada County Records, 1341.04 feet to a found 5/8" rebar/aluminum cop PLS 5451;

Thence North 50°16'25" West coincident with said northerly line of Chapparrero Ridge Subdivision, 654.84 feet to a point on the West line of said Northwest 1/4 of Section 13 and a found 5/8" rebar/cop PLS 5082;

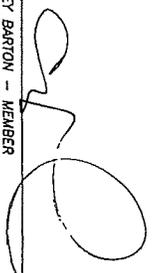
Thence North 00°03'29" East coincident with the West line of the said Northwest 1/4 of Section 13, a distance of 574.04 feet to the **POINT OF BEGINNING**;

Said parcel contains 33.01 acres, more or less.

The public streets shown on this plat are hereby dedicated to the public. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is perpetually reserved for public utilities and for any other uses as designated hereon and no permanent structures are to be erected within the lines of said easements.

All lots shown on this plat will be eligible to receive water service from the Kuna Sewer and Water District and the Kuna Sewer and Water District has agreed in writing to serve all of the lots in this subdivision.

CORIE BARTON - MEMBER
DYER DEVELOPMENT L.L.C.



ACKNOWLEDGMENT

State of Idaho }
County of Ada } ss

On this 3rd day of October, 2006, before me, Adair Koltes, a Notary Public in and for said State, personally appeared Corie Barton, known or identified to me to be a member of Dyer Development L.L.C., and the manager who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said limited liability company's name.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Adair Koltes

Notary Public for Idaho
Residing at Kuna, ID
My commission expires 6-02-2010



CERTIFICATE OF SURVEYOR

I, Travis P. Foster, do hereby state that I am a Land Surveyor, licensed by the State of Idaho, and that this plat, as described in the Certificate of Owners and the attached plat, was drawn from an actual survey made on the ground under my direct supervision and control, and that the points plotted thereon in conformity with the State of Idaho Code and the Idaho Rules and Regulations and the corner perpetuation and filing act, Idaho Code 55-1501 through 55-1612.



W&H
PACIFIC
3180 S. Owyhee St.
Boise, Idaho 83705-4788
(208)342-4400
(208)342-0585 Fax
whpacific.com

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

CERTIFICATE OF COUNTY SURVEYOR

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

Daniel Council
Ada County Surveyor

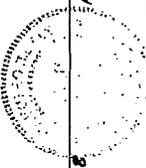


10-12-06
Date

APPROVAL OF CITY COUNCIL

I, Lynda Bergquist, the undersigned City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on this 2nd day of Nov, 2006. This plat was duly accepted and approved.

Lynda Bergquist
City Clerk, Kuna, Idaho



10/12/06
Date

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

This plat was accepted and approved by the Board of Ada County Highway District Commissioners on this 1st day of Nov, 2006.

Chris Munk
Ada County Highway District Chairman



Date

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent, listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Reed H. Lee
District Health Department, REHS



10/20/06
Date

APPROVAL OF CITY ENGINEER

I, Kevin T. Shreve, the undersigned City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approve this plat.

Kevin T. Shreve
City Engineer

8/9/06
Date

CERTIFICATE OF COUNTY TREASURER

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

Annalee Dahlen by Angela Swindler
County Treasurer Deputy
10/13/06
Date



COUNTY RECORDER'S CERTIFICATE

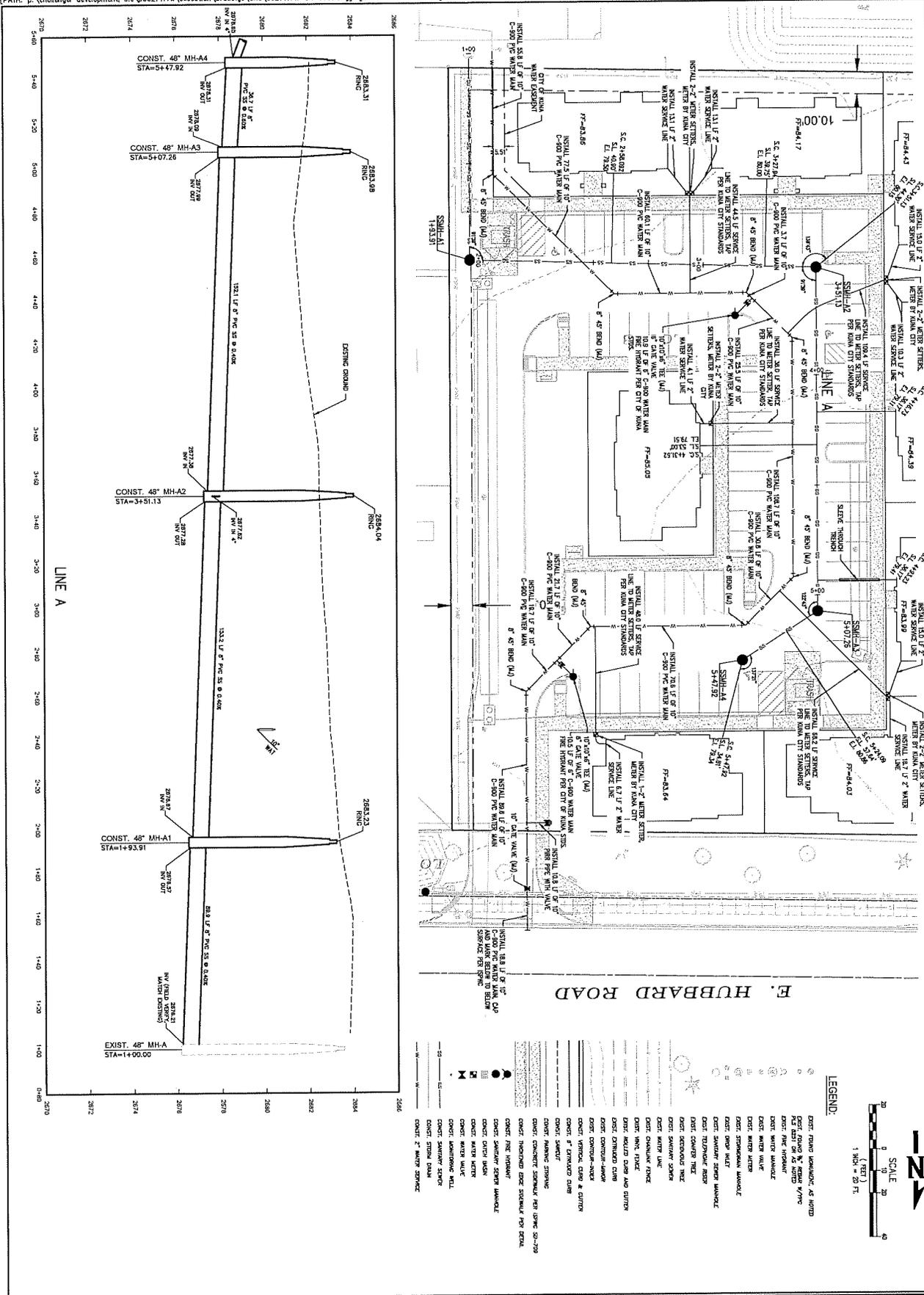
State of Idaho }
County of Ada } ss

I hereby certify that this instrument was filed for record at the request of W&H Pacific, a LLC whose post 3 office is located at 1190 S. Center, 2006, in Book 916 of plats at Pages 119A through 119B.

Angela Swindler
Deputy
Fee \$ 21.00
Inst. No. 106102923
Ex-Officio Recorder



3190 S. Oryhee St.
Bulae, Idaho 83706-4768
(208)346-5400
(208)346-8585 Fax
wspacific.com

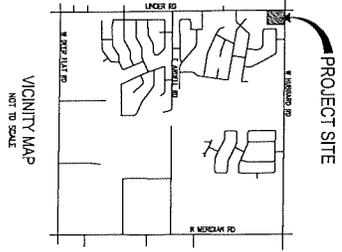
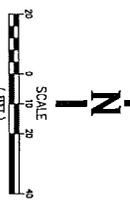
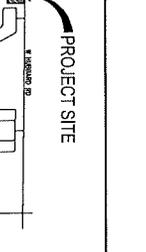
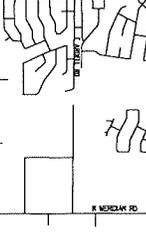
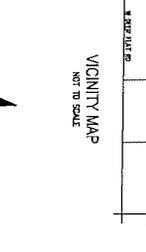
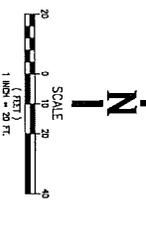
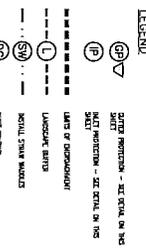
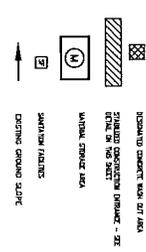
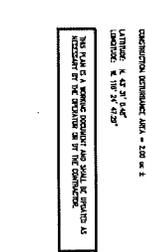
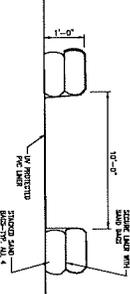
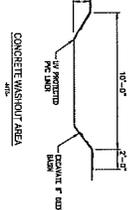
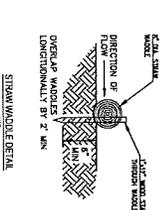
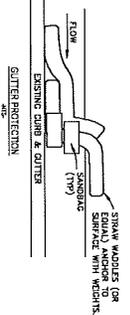
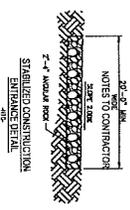
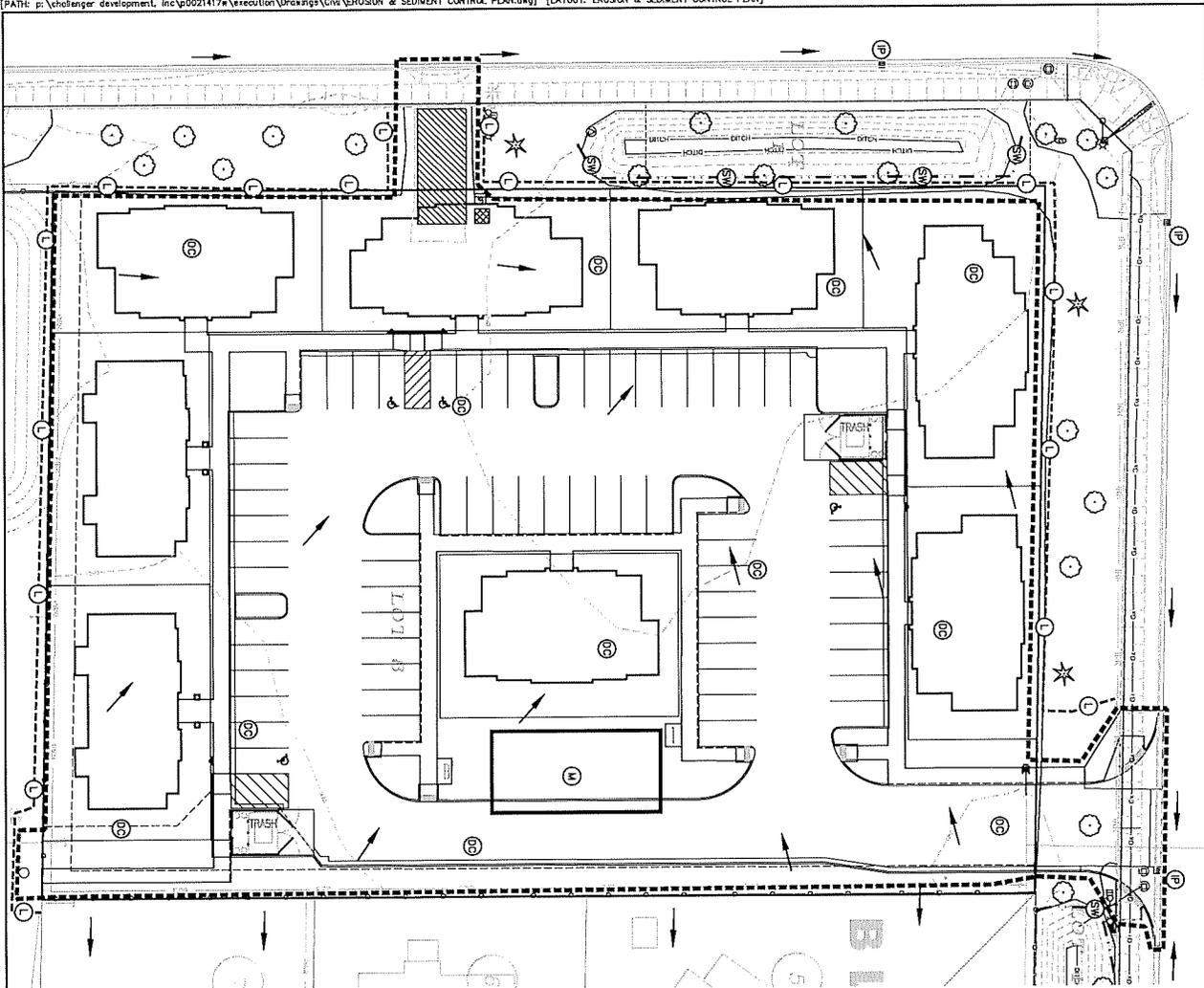


C5.0	UTILITY PLAN		SCALE AS NOTED
	CHALLENGER DEVELOPMENT, INC. KELLEHER SUBDIVISION NO. 2		
PROJECT NUMBER P0021417W	DRAWING FILE NAME 0021417W-CX-UT01		

SHEET NO	DESIGNED	DRAWN	CHECKED	APPROVED	LAST EDIT	PLOT DATE	SUBTOTAL
1	MW/MGF	MGF	MW/M	MW/M	3/28/2018	3/28/2018	1

NO.	BY	DATE	REMARKS

2141 W Airport Way, Ste 104
 Kent, WA 98032
 208-342-5400 Fax 208-342-5353
 www.whpacific.com



SHEET NUMBER C6.0	EROSION & SEDIMENT CONTROL PLAN CHALLENGER DEVELOPMENT, INC. KELLEHER SUBDIVISION NO. 2		SHEET PNO DESIGNED: WMM/WGF DRAWN: WGF CHECKED: WMM APPROVED: WMM LAST EDIT: 3/26/2018 PLOT DATE: 3/28/2018 SUBMITTAL:		REVISIONS NO. BY DATE REMARKS	
	PROJECT NUMBER: P0021417VER DRAWING FILE NAME: EROSION & SEDIMENT CONTROL PLAN		SCALE: AS NOTED		PROJECT SEAL 0325 WHPacific 2141 W Airport Way, Ste 104 Boise, ID 83705 208-342-5400 Fax 208-342-5353 www.whpacific.com	



ACCOMMODATION

0A8571

SUPPLEMENTAL DECLARATION OF ANNEXATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION NO 2
(Platted as Kelleher Subdivision)

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Dyver Development, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Kuna, County of Ada, State of Idaho, which is particularly described as:

Kelleher Subdivision No. 1 according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982, instrument #106162930 recorded October 13, 2006; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference:

WHEREAS, Declarant has heretofore recorded a Declaration Establishing Covenants, Conditions and Restrictions for Chapparosa Ridge Subdivision No. 1, recorded on November 26, 2004, as Instrument Number: 104150179, records of Ada County, Idaho.

WHEREAS, Chapparosa Subdivision #2 (platted as Kelleher Subdivision No. 1), herein after referred to as Chapparosa Subdivision #2 is being developed according to a master plan of development and is thereby related to Chapparosa Ridge Subdivision No. 1, and Declarant desires that Chapparosa Subdivision No. 2 be subject to the covenants, conditions and restrictions for Chapparosa Ridge Subdivision No. 1 as set forth in the Declaration (as Declaration may be, from time to time, amended), and that owners of Building Lots or parcels within the boundaries of Chapparosa Subdivision No. 2 be members of Chapparosa Ridge Subdivision Homeowners Association, Inc.:

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I

Chapparosa Subdivision #2 shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended, incorporated herein by this reference as if set forth in full, which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with and bind, Chapparosa Subdivision #2 and each and every part, parcel and Building Lot thereof, and be binding on all parties having any right, title or interest in Chapparosa Subdivision #2 or any parcel or building lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II

Pursuant to the Sections 1.2 and 6.1 of the Declaration, the Declaration is hereby amended to include Chapparosa Subdivision #2, and Chapparosa Subdivision #2 is hereby made subject to and the beneficiary of the rights, privileges, restrictions and covenants set forth in the Declaration. Chapparosa Subdivision #2 is designated a "Tract" as defined in Section 3.15 of the Declaration, and is hereby annexed to the Property covered by the Declaration and is included within the term "Property" as used in the Declaration.

Exhibit
A 5

ARTICLE III

Except for terms expressly defined herein, all capitalized terms shall have the same meaning as defined in the Declaration.

ARTICLE IV

The Chapparosa Subdivision #2 shall be subject to all city and county setbacks and utility easements as set forth on the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference.

ARTICLE V

The maximum annual assessment is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of Twenty Five Dollars and no/100 (\$25.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

ARTICLE VI

The Common Areas granted to the Chapparosa Ridge Homeowners Association, Inc. are:

Lots 1, 9, 16, and 23, block 1; Lots 1, block 2; Lot 15, block 3; Lot 17, block 5; of the Kelleher Subdivision.

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

Notes. The Common Area is subject to the following "Notes," as stated on the final recorded Plat for KELLEHER SUBDIVISION, recorded in County of Ada, Idaho and recorded as instrument #106162930:

(The specific lots identified as Common Area in Section 10.1 of the Declaration refer to lots and blocks in the Chapparosa Ridge Subdivision No. 1 only.) All Common Area, including the original Common Area identified as such in Section 10.1 of the Declaration, and the Common Area identified as such in this Supplemental Declaration and in any future Supplemental Declaration, shall all be included within the term "Common Area" as used in the Declaration and shall be shared among the owners of all Building Lots in the Property (including future annexed Tracts), as provided in Article X of the Declaration.

ARTICLE VII

The Grantor will maintain Architectural Control over the Chapparosa Ridge Subdivision #2 until such time that home construction is complete. At the point that all the homes are built in Chapparosa Ridge Subdivision #2) subdivision Architectural Control of the subdivision will revert to the AC Committee that is currently in office with the Chapparosa Homeowners Association, Inc.

ARTICLE VIII

There is an ingress/egress deed across a portion of Lot 1, Block 1 for the express purpose of ingress/egress to Commercial Lot 8, Block 1 of the Chapparosa Ridge Subdivision #2. The ingress/egress deed was recorded as instrument # 107019882 and made a part hereto as Exhibit "B".

ARTICLE IX

Lot 8, Block 1 is a Commercial Lot not owned by the Grantor and is exempt from the ACC guidelines established in the Declaration. The tenant(s)/Owner(s) of Lot 8, Block 1 will be responsible for paying Five Hundred dollars and no/100's (\$500.00) per year to the Chapparosa Ridge Homeowners Association, Inc. for maintenance of a portion of Lot 1, Block 1 the common area berm adjacent to Lot 8, Block 1. The Association may use the same options to perpetuate collection of non paid dues as stated in Sections 9.6 and 9.7 of the Declaration. The current tenant(s)/owner(s) nor any future tenant(s)/owner(s) of Lot 8, Block 1 will have no voting rights or be able to participate in any regular business regarding the Chapparosa Subdivision or the Association.

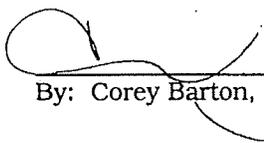
Neither the Chapparosa Homeowners Association Board, ACC committee, nor any homeowner in Chapparosa Ridge Subdivision #1 or #2 (which is platted at Kelleher) have any authority over Lot 8, Block 1 and more specifically no authority in any future use or architectural controls including but not limited to land use, zoning, business uses, commercial activities, building style, construction material or any other rights or decision making capabilities.

The tenant(s)/Owner(s) of Lot 8, Block 1 have the right to de-annex from the Chapparosa Ridge Subdivision at any time and at tenant(s)/Owner(s) sole discretion. In the event of de-annexation from Chapparosa Ridge Subdivision the commercial lot shall be responsible for the repair/maintenance of the portion of Lot 1, Block 1 as described in the attached deed recorded as instrument #107019882 and attached as Exhibit B.

The residents of Chapparosa Ridge Subdivision #2 (platted as Kelleher) understand that Lot 8 Block 1 is a commercial lot and by accepting a deed to a lot and by reading and accepting this document approve of the commercial lot and any legal uses associated therein as allowed by the applicable government agencies.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 26th day of February 2007.

DYVER DEVELOPMENT, LLC,
An Idaho Limited Liability Company


By: Corey Barton, Its Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of February, 2007, before me, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Managing Member of Dyver Development, LLC, a Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Adair Koltjes
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-05-2010

Exhibit "A"

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 19,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

Lot	Area	Owner	Remarks
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
13	0.10
14	0.10
15	0.10
16	0.10
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97	0.10
98	0.10
99	0.10
100	0.10

NOTES

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



WHI
 WHEELER HILL INC.
 2101 S. OLYMPIA BL.
 BOISE, IDAHO 83725-4700
 (208) 333-1100
 www.wheelerhill.com

Planners • Draftsmen • Surveyors • Landscape Architects

BOOK _____ PAGE _____

SHEET 2 OF 4

Exhibit "B"



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/08/07 04:32 PM
DEPUTY Neeva Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 3.00

107019882

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

ACCOMMODATION

0A8529

QUITCLAIM DEED

224310

For Value Received

Dyver Development, LLC

do hereby convey, release, remise and forever quit claim unto

JRL Properties, L.P., as to an undivided 50% interest and

Glasgow Enterprises, LLC, as to an undivided 50% interest

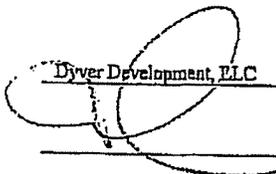
whose address is 2364 S. Titanium, Meridian, Idaho 83642 .

the following described premises, to-wit:

A nonexclusive easement for ingress, egress and utilities over and across those portions of Lot 1, Block 1 of Kelleher Subdivision, according to the official plat thereof, filed in Book 88 of Plats at Pages 11979 - 11982, records of Ada County, Idaho, lying Northerly of the Westerly extension of the Southerly line of Lot 8 of Block 1 of said Kelleher Subdivision and lying Westerly of the Northerly extension of the Easterly line of said Lot 8 of Block 1 of said Kelleher Subdivision. Said easement is appurtenant to said Lot 8, Block 1 of said Kelleher Subdivision.

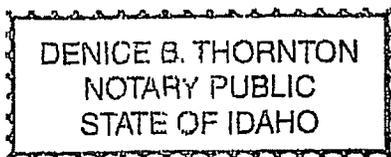
together with their appurtenances.

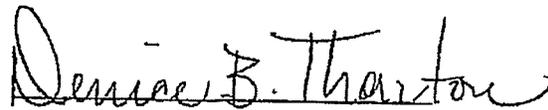
Dated: February 8, 2007


Dyver Development, LLC

STATE OF Idaho, County of Ada, ss

On this 8th day of February, in the year of 2007, before me The Undersigned, a notary public, personally appeared COREY BARTON, known or identified to be one of the member(s)/manager(s) in a limited liability company, of Dyver Development, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.





Notary Public of
Residing at
Commission expires:

Residing in: Meridian, Idaho
Commission Expires: 08-03-2010

Jace Hellman

From: Jace Hellman
Sent: Friday, April 20, 2018 2:18 PM
To: ACHD; Ada County Engineer; Adam Ingram; Attorney Icloud; Becky Rone - Kuna USPS Addressing; Bob Bachman; Boise Project Board of Control; Boise Project Board of Control; Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ (Alicia.martin@deq.idaho.gov); Eric Adolfson; Idaho Power; Idaho Power; Idaho Power Easements 1; 'Idaho Power Easments 2'; Intermountain Gas; Intermountain Gas; J&M Sanitation - Chad Gordon; Julie Stanely - Regional Address Mgmt.; Ken Couch: Idaho Transportation Department; Kuna Police; Kuna Postmaster - Marc C. Boyer; Kuna School District; Kuna School District; Kuna School District; Megan Leatherman; Nampa Meridian Irrigation District; New York Irrigation; Paul Stevens; Perry Palmer; Planning Mgr: Ada County Development Services; Terry Gammel
Subject: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2
Attachments: Agency Packet 4.20.18.pdf

April 20, 2018

Notice is hereby given by the City of Kuna that the following actions are under consideration:

FILE NUMBER:	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
PROJECT DESCRIPTION	Applicant requests approval of a Combination Preliminary & Final Plat in order to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots, and one common lot.
SITE LOCATION	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
REPRESENTATIVE	<i>WH Pacific Inc.</i> <i>Jane Suggs</i> <i>2141 W. Airport Way, Suite 104</i> <i>Boise, ID 83709</i> <i>208.275.8729</i> <i>jsuggs@whpacific.com</i>
SCHEDULED HEARING DATE	Tuesday, June 26, 2018 6:00 P.M.
STAFF CONTACT	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 922.5274 Fax: 922.5989



We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. **If your agency needs different/additional plans or paper copies to review, notify our office and we will send them. Please notify our office who future packets should be sent to, include their email.** If your agency needs additional time for review, please let our office know ASAP.

Jace Hellman

Planner II
City of Kuna
751 W 4th Street
Kuna, ID 83634
Jhellman@kunaID.gov



Jace Hellman

From: Brenda Saxton <bsaxton@kunaschools.org>
Sent: Friday, April 20, 2018 6:07 PM
To: Jace Hellman
Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Hi Jace,

No concerns - good sidewalks

Thank you,
Brenda Saxton

On Fri, Apr 20, 2018 at 2:18 PM, Jace Hellman <jhellman@kunaid.gov> wrote:
April 20, 2018

Notice is hereby given by the City of Kuna that the following actions are under consideration:

FILE NUMBER:	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
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received
4.23.18

Exhibit

B2

SCHEDULED HEARING DATE	Tuesday, June 26, 2018 6:00 P.M.
STAFF CONTACT	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 922.5274 Fax: 922.5989
<p>We have enclosed information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. If your agency needs different/additional plans or paper copies to review, notify our office and we will send them. Please notify our office who future packets should be sent to, include their email. If your agency needs additional time for review, please let our office know ASAP.</p>	

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

[Jhellman@kunaID.gov](mailto:jhellman@kunaID.gov)





received
May 01 2018

DEQ Response to Request for Environmental Comment

Date: April 27, 2018
Agency Requesting Comments: City of Kuna
Date Request Received: April 20, 2018
Applicant/Description: 18-01-CPF Kelleher Subdivision No. 2

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

The property owner, developer, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

For questions, contact David Luft, Air Quality Manager, at 373-0550.

2. Wastewater and Recycled Water

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

Exhibit
B3

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.

All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.

- *If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.*
- *The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at:
<http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>*
- *The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.*

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- ***Hazardous Waste.*** *The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.*
- *No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.*
- ***Water Quality Standards.*** *Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).*

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- ***Ground Water Contamination.*** *DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."*

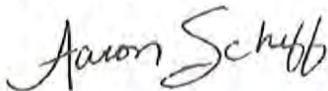
For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,



Aaron Scheff
aaron.scheff@deq.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: TRIM 2018AEK56

received
5/1/18

Jace Hellman

From: Chad Gordon <chad.gordon@jmsanitation.com>
Sent: Monday, April 30, 2018 12:23 PM
To: Jace Hellman
Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF
(Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Jace,

Every thing looks good as far as design the only thing that needs to be changed is that the enclosure needs to be built out of CMU block with steel gates on the front of it.

Thanks,

On Fri, Apr 27, 2018 at 12:29 PM, Jace Hellman <jhellman@kunaid.gov> wrote:

Chad,

Please see the attached site plan for the trash enclosure dimensions and materials. So, it turns out I had this already. It was included with their design review packet which wasn't included in the overall agency packet.

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

jhellman@kunaID.gov



From: Chad Gordon <chad.gordon@jmsanitation.com>

Sent: Friday, April 27, 2018 12:14 PM

To: Jace Hellman <jhellman@kunalD.gov>

Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Ok perfect thanks.

On Fri, Apr 27, 2018 at 12:10 PM, Jace Hellman <jhellman@kunaid.gov> wrote:

Hey Chad,

I forwarded this one to the applicant and we will hopefully hear something back soon, she is pretty responsive.

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

[Jhellman@kunalD.gov](mailto:jhellman@kunalD.gov)



From: Chad Gordon <chad.gordon@jmsanitation.com>

Sent: Friday, April 27, 2018 10:59 AM

To: Jace Hellman <jhellman@kunalD.gov>

Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Jace,

We will need to see a set of plans for the dumpster enclosures with all dimensions and materials used.

Thanks,

On Fri, Apr 20, 2018 at 2:18 PM, Jace Hellman <jhellman@kunaaid.gov> wrote:

April 20, 2018

Notice is hereby given by the City of Kuna that the following actions are under consideration:

FILE NUMBER:	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
PROJECT DESCRIPTION	Applicant requests approval of a Combination Preliminary & Final Plat in order to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots, and one common lot.
SITE LOCATION	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
REPRESENTATIVE	<i>WH Pacific Inc.</i> <i>Jane Suggs</i> <i><u>2141 W. Airport Way, Suite 104</u></i> <i><u>Boise, ID 83709</u></i> <i>208.275.8729</i> <i><u>jsuggs@whpacific.com</u></i>
SCHEDULED HEARING DATE	Tuesday, June 26, 2018

	6:00 P.M.
STAFF CONTACT	<p>Jace Hellman, Planner II</p> <p>jhellman@kunaid.gov</p> <p>Phone: 922.5274</p> <p>Fax: 922.5989</p>
<p>We have enclosed information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. If your agency needs different/additional plans or paper copies to review, notify our office and we will send them. Please notify our office who future packets should be sent to, include their email. If your agency needs additional time for review, please let our office know ASAP.</p>	

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

[Jhellman@kunaID.gov](mailto:jhellman@kunaID.gov)



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Chad J. Gordon
J&M Sanitation Inc.
Office # (208) 922-3313
Fax # (208) 922-4033
Cell # (208) 941-6371
E-mail : chad.gordon@jmsanitation.com

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CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

RECEIVED
MAY 07 2018
CITY OF KUNA

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

Rezone # 18-01-CPF

Conditional Use # _____

Preliminary / Final / Short Plat _____

Kelleher No 2

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - bedrock from original grade
 - waste flow characteristics
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interim sewage
 - individual sewage
 - community sewage system
 - central water
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - sewage dry lines
 - community sewage system
 - central water
 - community water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. _____

Reviewed By: _____

[Signature]

Date: 5/3/18





Paul Woods, President
Rebecca W. Arnold, Vice President
Sara M. Baker, Commissioner
Kent Goldthorpe, Commissioner
Jim Hansen, Commissioner

Date: May 11 2018

To: WH Pacific Inc.
Jane Suggs
2141 W Airport Way, Ste. 104
Boise, ID 83705

Subject: Kelleher 2/ KPP18-0005/ 18-01-CPF
SEC of Hubbard Road and Linder Road

On May 8, 2018, the Ada County Highway District staff acted on your application for the above referenced project. The attached report lists site-specific requirements, conditions of approval and street improvements, which are required.

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,

Stacey Yarrington
Planner III
Development Services
Ada County Highway District

CC: Project File
City of Kuna (via email)



Project/File: Kelleher 2/ KPP18-0005/ 18-01-CPF
This is a preliminary and final plat application consisting of 8 multi-family lots and 1 common lot located on 1.96-acres.

Lead Agency: City of Kuna

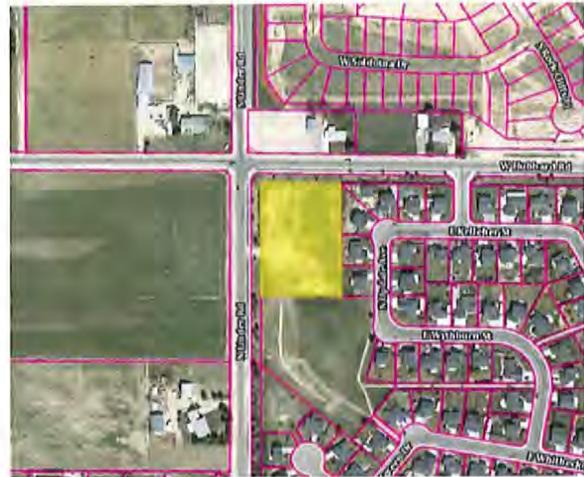
Site address: SEC of Hubbard and Linder Roads

Staff Approval: May 11, 2018

Applicant: Trilogy Development, Inc.
 9839 W Cable Car Street
 Boise, ID 83709

Representative: WH Pacific Inc.
 Jane Suggs
 2141 W Airport Way, Ste. 104
 Boise, ID 83705

Staff Contact: Stacey Yarrington, Planner III
 Phone: 387-6171
 E-mail: syarrington@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting approval for a preliminary plat and final plat application consisting of 8 multi-family lots and 1 common lot located on 1.96-acres. The property is currently zoned C-1 (Neighborhood Commercial).

The City of Kuna's Future Land Use map designates this site as medium density residential.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Neighborhood Commercial/ Medium density Residential	C-1/ R-4
South	Medium density Residential	R-4
East	Medium density Residential	R-4
West	Agricultural	A

- Site History:** ACHD previously reviewed this site as part of the Kelleher Subdivision/KPP-03-13 in March 2004 than again as KUNA17-0013/ 17-07-ZC in September 2017. The requirements of this staff report are consistent with those of the prior action.
- Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
 - Ardell Estates, a 261 single family lot development is in various phases of development, located southwest of the site was approved by ACHD in August 2015.

- Timbermist, a 233 single family lot development is in various phases of development, located directly north of the site was approved by ACHD in August 2006.
 - Arbor Ridge, a mixed use development is in various phases of development, located west of the site was approved by ACHD in September 2002.
5. **Transit:** Transit services are not available to serve this site.
 6. **New Center Lane Miles:** There are no new centerline miles of public roadway associated with this project.
 7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
 8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
 - The intersection of Deer Flat Road and Linder Road is scheduled in the IFYWP to be widened to 5-lanes on the north leg, 4-lanes on the south, 5-lanes east, and 5-lanes on the west leg, and reconstructed/signalized in 2020.
 - The intersection of Hubbard Road and SH-69/ Meridian Road is listed in the CIP to be widened to 6-lanes on the north leg, 5-lanes on the south, 4-lanes east, and 3-lanes on the west leg, and signalized between 2031 and 2035.
 - The intersection of Hubbard Road and Ten Mile Road is listed in the CIP to be widened to 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, and constructed as a single lane roundabout between 2031 and 2035.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 213 vehicle trips per day; 20 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition.

2. **Condition of Area Roadways**

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
**State Highway 69/ Meridian Road	0-feet	Principal Arterial	1,248	N/A	N/A
Hubbard Road	245-feet	Minor Arterial	267	Better than "E"	Better than "E"
Linder Road	344-feet	Minor Arterial	403	Better than "E"	Better than "E"
Deer Flat Road	0-feet	Minor Arterial	627	Better than "E"	Better than "E"

* Acceptable level of service for a five-lane principal arterial is "E" (1,780 VPH).

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH).

** ACHD does not set level of service thresholds for State Highways.

3. **Average Daily Traffic Count (VDT)**

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for SH 69/ Meridian Road south of Columbia Road was 21,020 on 10/26/2017.
- The average daily traffic count for Hubbard Road east of Linder Road was 3,076 on 01/20/2016.
- The average daily traffic count for Linder Road north of Deer Flat Road was 7,053 on 03/22/2017.
- The average daily traffic count for Deer Flat Road west of SH 69/ Meridian Road was 8,918 on 07/27/2016.

C. Findings for Consideration

1. Hubbard Road

- a. **Existing Conditions:** Hubbard Road is improved with 2-travel lanes, 30-feet of pavement vertical curb, gutter, and 5-foot wide detached sidewalk abutting the site. There is 60-feet of right-of-way for Hubbard Road (34-feet from centerline). There is a 30-foot wide Master Stormwater Drainage easement between the existing right-of-way and the property line.

b. **Policy:**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Hubbard Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 47-foot street section within 74-feet of right-of-way.

The MSM also designates the intersection of Hubbard Road and Linder Road as a future multi-lane roundabout. Additional right-of-way may be required to accommodate the roundabout as shown in Attachment 3.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Hubbard Road abutting the site.
- d. **Staff Comments/Recommendations:** Hubbard Road is currently improved with 2-travel lanes, 30-feet of pavement, vertical curb, gutter, and 5-foot wide detached sidewalk abutting the site. Hubbard Road was constructed as ½ of a 46-foot street section with the prior action of the Kelleher Subdivision, meeting the intent of the MSM. Therefore, no additional street improvements are required as part of this application. Additional right-of-way may be required

to accommodate the multi-lane roundabout at the Hubbard/ Linder intersection; however, it should be noted that the adjoining subdivision owns the landscape strip abutting Hubbard Road and not the applicant.

Consistent with District Minor Improvements policy, the applicant should be required to repair or replace any deficient or deteriorated curb, gutter, sidewalk along Hubbard Road, abutting the site; and update pedestrian facilities at the Hubbard/ Linder Road intersection.

2. Linder Road

- a. **Existing Conditions:** Linder Road is improved with 2-travel lanes, 30-feet of pavement vertical curb, gutter, and 5-foot wide detached sidewalk abutting the site. There is 65-feet of right-of-way for Hubbard Road (34-feet from centerline). There is a 30-foot wide Master Stormwater Drainage easement between the existing right-of-way and the property line.

There is an existing 25-foot wide driveway onto Linder Road from the site.

b. **Policy:**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

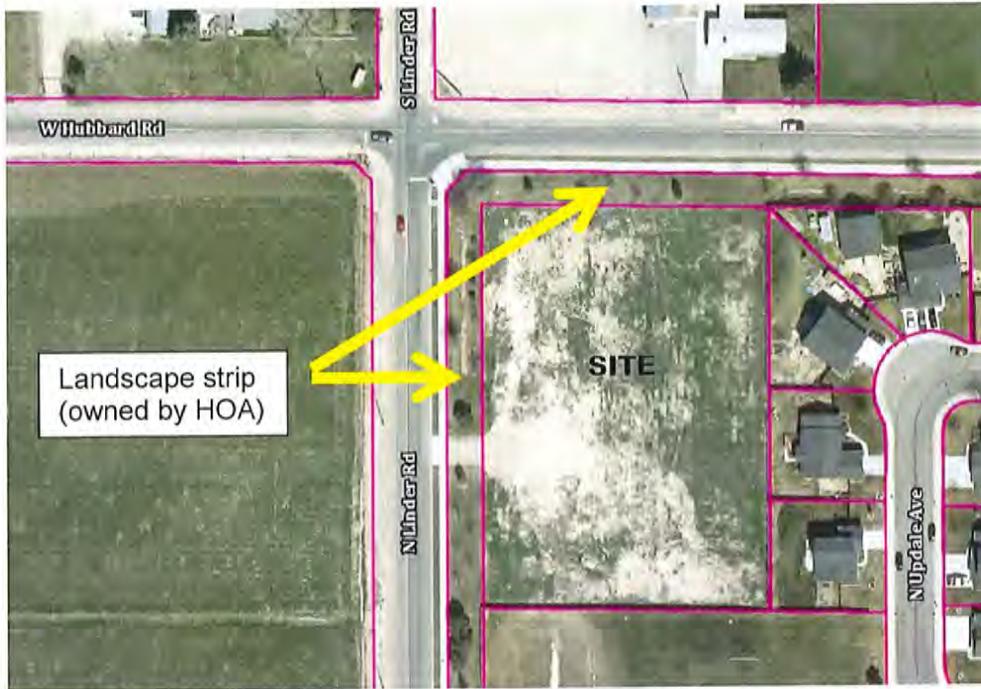
Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Hubbard Road is designated in the MSM as a Residential Arterial with 5-lanes and on-street bike lanes, a 71-foot street section within 97-feet of right-of-way.

The MSM also designates the intersection of Hubbard Road and Linder Road as a future multi-lane roundabout. Additional right-of-way may be required to accommodate the roundabout as shown in Attachment 3.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Linder Road abutting the site.
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District policy because Linder Road is designated as a future 5-lane arterial roadway. However, as noted above, the adjoining subdivision owns the landscape strip abutting Linder Road and not the applicants, therefore, no additional right-of-way is required as part of this application.



Consistent with District Minor Improvements policy, the applicant should be required to repair or replace any deficient or deteriorated curb, gutter, sidewalk along Linder Road abutting the site; and close the existing driveway onto Linder Road from the site with vertical curb, gutter, and detached sidewalk to match existing improvements.

3. Driveways

Hubbard Road

a. **Existing Conditions:** There are no existing driveways onto Hubbard Road from the site.

b. **Policy**

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 45 MPH to align or offset a minimum of 380-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a

maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

- c. **Applicant's Proposal:** The applicant is proposing to construct a 31-foot wide driveway onto Hubbard Road from the site, located approximately 290-feet east of Linder Road (measured centerline to centerline).
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District Driveway Location policy because the proposed driveway does not meet the minimum spacing from an intersection. However, staff recommends a modification of policy to allow the driveway to be located as proposed due to the fact that there is insufficient frontage to meet the spacing requirement and access is being taken from the lesser classified street. Staff further recommends the 31-foot wide driveway be constructed as a curb return type driveway and approved as a temporary full access. The driveway may be restricted to right-in/right-out in the future as determined by ACHD. This is a 12% modification of Driveway Location policy and is approved at the Manager's discretion.

The applicant should be required to pave the driveway its entire width and at least 30-feet into the site beyond the edge of pavement of Hubbard Road.

4. Parking – Special Note to City of Kuna

The parking needs generated by this development should be provided on-site, as there is not adequate availability of on-street parking adjacent to the site.

5. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

6. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

7. Other Access

Hubbard Road and Linder Road are classified as minor arterial roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways.

D. Site Specific Conditions of Approval

1. Repair or replace any deficient or deteriorated curb, gutter, sidewalk along Hubbard Road, abutting the site; and update pedestrian facilities at the Hubbard/Linder Road intersection.
2. Additional right-of-way may be required to accommodate the roundabout at the Hubbard/Linder intersection as shown in Attachment 3.

3. Repair or replace any deficient or deteriorated curb, gutter, sidewalk along Linder Road abutting the site; and close the existing driveway onto Linder Road from the site with vertical curb, gutter, and detached sidewalk to match existing improvements.
4. Construct a 31-foot wide, curb return type driveway onto Hubbard Road from the site, located 290-feet east of Linder Road. The driveway is approved as a temporary full access and may be restricted to right-in/right-out in the future as determined by ACHD.
5. Pave the driveway its entire width and at least 30-feet into the site beyond the edge of pavement of Hubbard Road.
6. Payment of impact fees are due prior to issuance of a building permit.
7. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

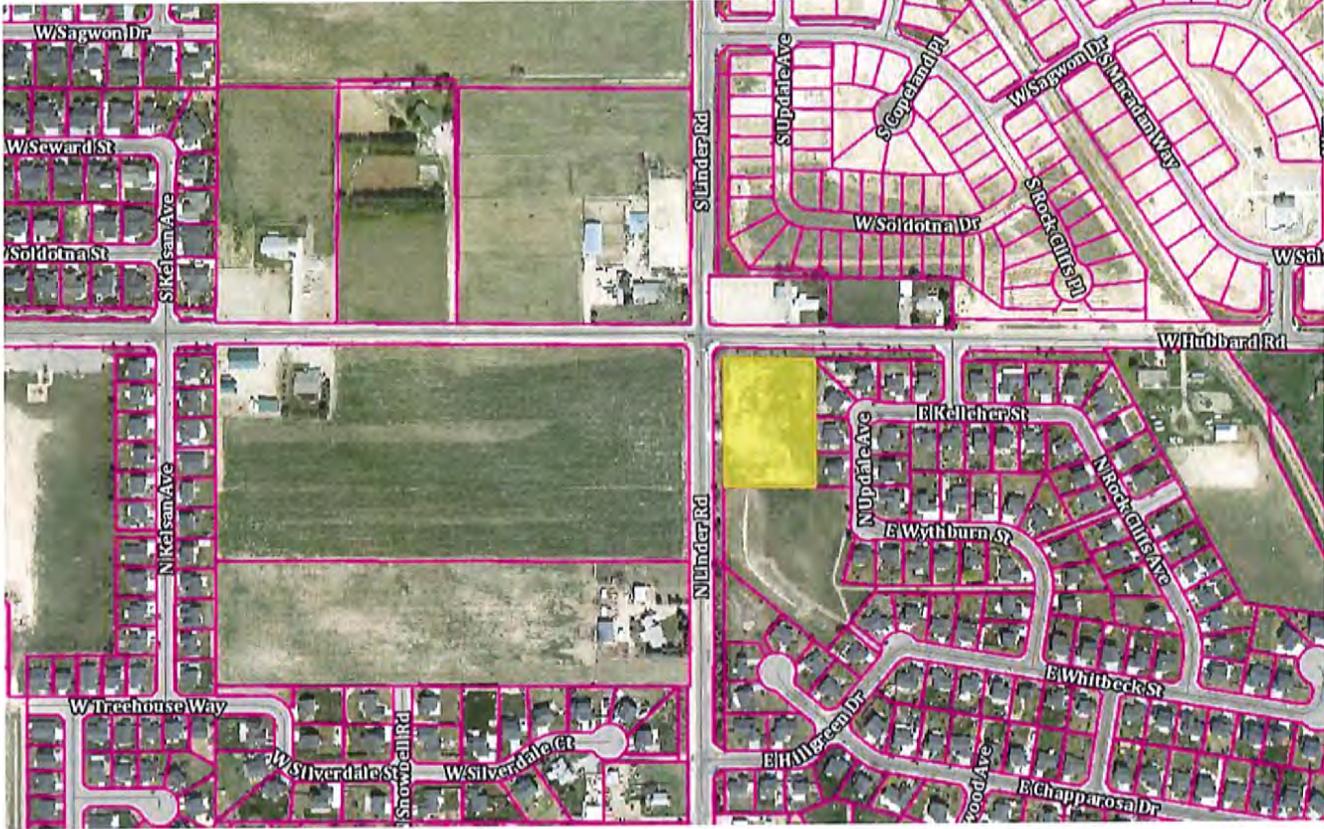
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

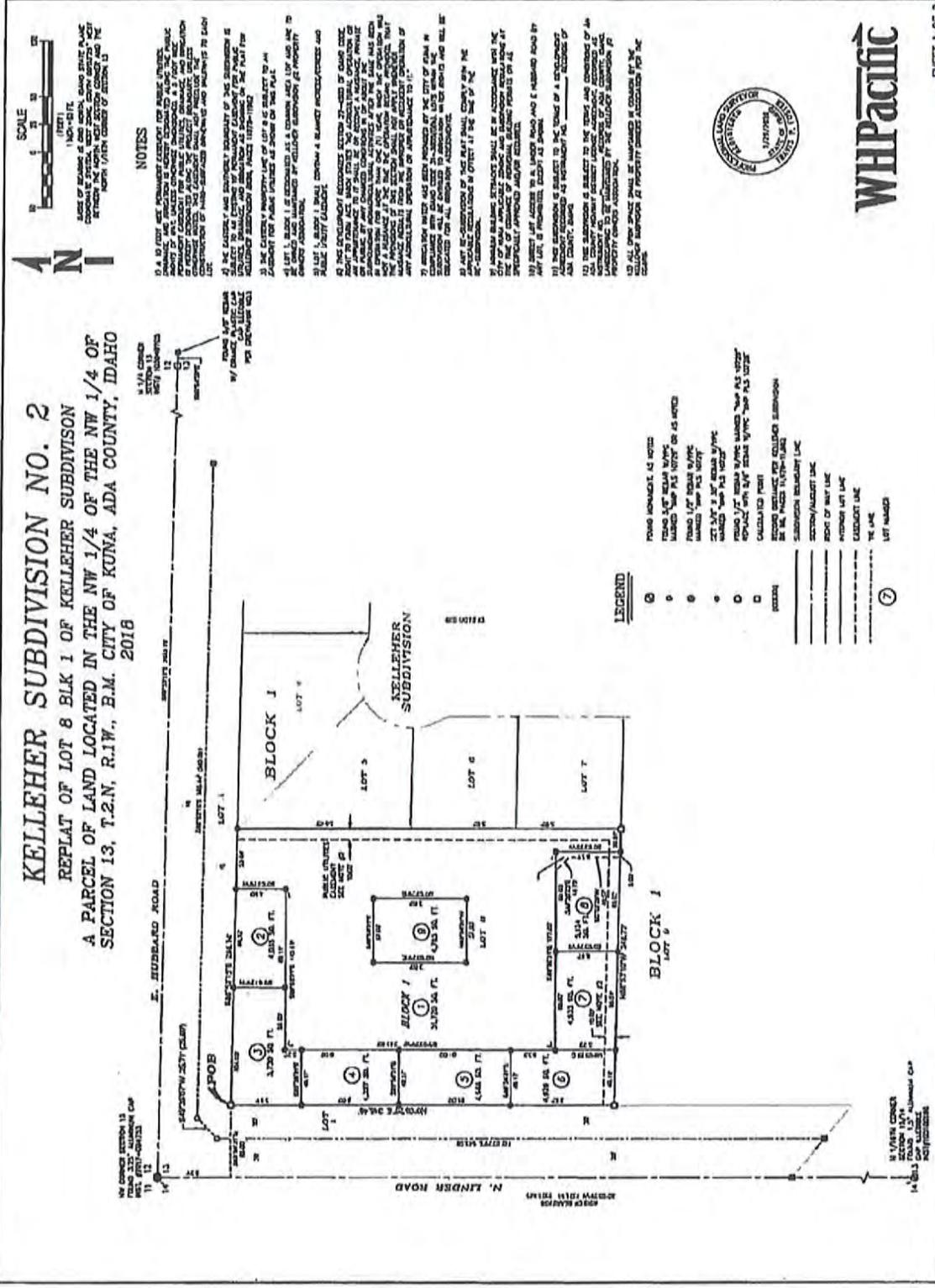
1. Vicinity Map
2. Site Plan
3. Multi-lane roundabout template
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP



SITE PLAN

KELLEHER SUBDIVISION NO. 2
 REPLAT OF LOT 8 BLK 1 OF KELLEHER SUBDIVISION
 A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF
 SECTION 13, T.2.N, R.1.W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO
 2018



NOTES

1. A 10' WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND PROTECTION IS LOCATED OVER 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, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

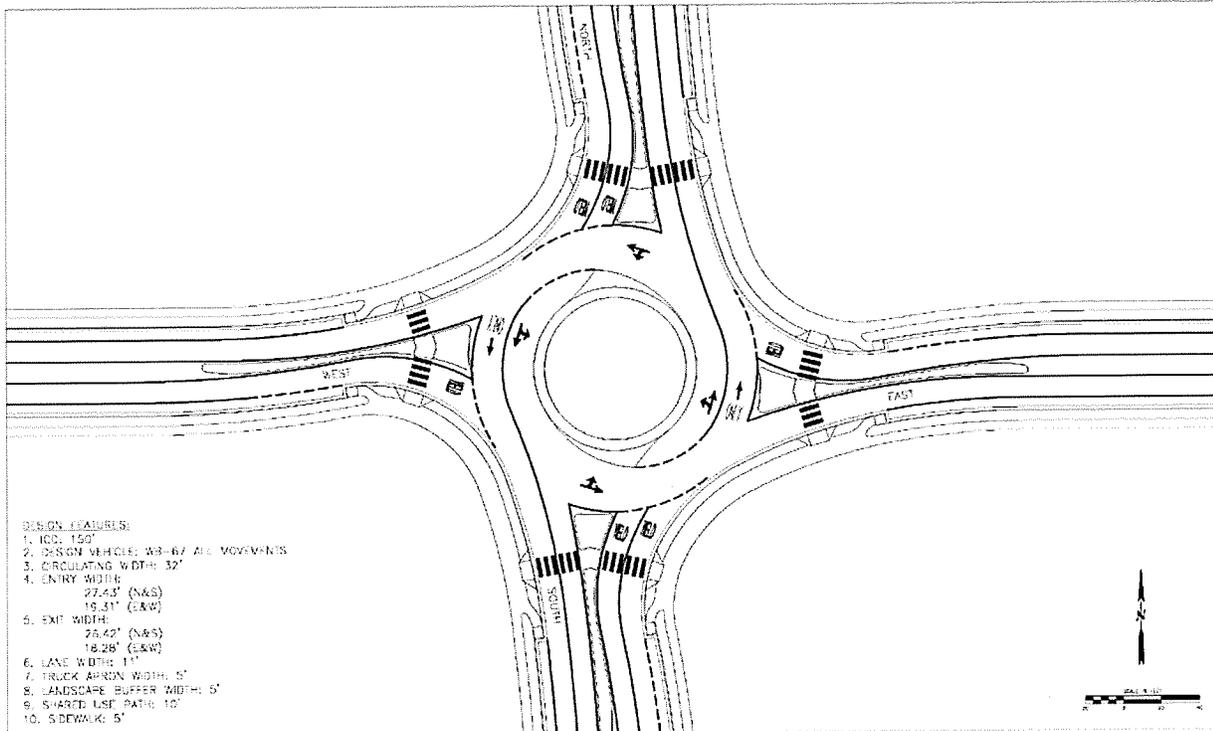


WHPacific

SHEET 1 OF 2

Exhibit
 ALL

ML RAB TEMPLATE



Paul M. Sletten
 2100 East 10th St.
 Fort, Kansas 67044
 785-328-3333

ACHD - Multi-lane Roundabout **Figure 1**
 Centered - TEMPLATE August 2011

Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a "**No Review**" letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a "**No Review**" letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for **ANY** work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

Driveway or Property Approach(s)

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

Working in the ACHD Right-of-Way

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

Sediment & Erosion Submittal

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

Idaho Power Company

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

Final Approval from Development Services is required prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

RICHARD DURRANT
CHAIRMAN OF THE BOARD

CLINTON PLINE
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
ASSISTANT SECRETARY-
TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

08 May 2018

RECEIVED
MAY 14 2018
CITY OF KUNA

City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

RE: WH Pacific Inc.- Kelleher Sub. No. 2
SE Crnr. Of W. Hubbard & Linder Rds.
New York Irrigation District
Kuna Lateral 183+50 Rot.
Sec. 13, T2N, R1W, BM.

18-01-CPF

NY-300-000-00

Jace Hellman, Planner II:

The Boise Project has no objection to a Combination Preliminary & Final Plat for the above-mentioned property, as there are no project facilities located there.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

It is our understanding that the irrigation system will be incorporated into the City of Kuna's pressure system.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Bob Carter
Assistant Project Manager- BPBC
bdc/bc

cc: Clint McCormick Watermaster, Div; 2 BPBC
Terri Hasson Secretary – Treasurer, NYID
File

Exhibit

B7



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Paul A. Stevens, P.E.
Kuna City Engineer
208-287-1727

MEMORANDUM

Date: 19 June 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Kelleher Subdivision No. 2

The City Engineer has reviewed the Kelleher Subdivision No. 2 Combined Preliminary & Final Plat and design review request dated 3 March 2018. It is noted that while the application outlines the applicant's general development intent, specific development plans are not provided except those implied as allowed or permitted in a "C-1" zone. These comments apply to the Combined Preliminary and Final Plat and do not apply to the design review request. The design review request rests with the Planning and Zoning Department. Review of civil design drawings is accomplished separately.

Recommendation: proceed with this Combined Preliminary & Final Plat consistent with the enclosed comments but to keep in mind that these comments may be expanded or refined in connection with the future land-use actions. The following comments apply:

1. Sanitary Sewer & Potable Water

- a) The applicant's property is presently in an undeveloped state, is not connected to City services and would be subject to connection fees for the ultimate connected sewer load and water demand as provided in the City's Standard Tables. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs. City Code (6-4-2X) requires connection to City water services.
- b) City code 5-16-3: B.2 states that applicant shall extend public sewer and water to each parcel when water and sewer are available within three hundred (300) feet of the parcels.
- c) In this case, the water and sewer utilities are available in the adjoining Kelleher Subdivision on the east and south borders to this property.
- d) Recommendation: connect the water and sewer to infrastructure in Kelleher Subdivision.

Exhibit
B8

2. Pressure Irrigation

- a) The applicant's property is not connected to the City pressure irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2). However, the pressurized irrigation extends to Kelleher Subdivision, touching Kelleher Subdivision #2. Pressurized irrigation is available from Kelleher Subdivision.
- b) The development is subject to connection fees based on the number of dwellings and lot size for the residential area and based on ultimate landscaped area and lot size for the common lot, as provided in City Resolutions.
- c) It is recommended that annexation into the municipal irrigation district and pooling of water rights is a requirement at the time of final platting.
- d) For any connected load, it is recommended this application be conditioned to conform to the Pressure Irrigation Master Plan.

3. Grading and Storm Drainage

The following provisions apply to Kelleher Subdivision 2:

- a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b) Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the Civil Engineering review.
- c) Any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any private disposal system.
- d) If impervious area is increased, provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Provide detail drawings of drainage facilities for review.

4. General

- a) With the development of this property and its connection to water, sewer, and pressurized irrigation services, this property will be placing demand not only on constructed facilities but on water & irrigation rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City at time of connection (development) any conveyable water rights by deed and "Change of Ownership" form from IDWR, that are presently associated with the property. The domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
- b) A plan approval letter will be required if this project affects any local irrigation districts.
- c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- d) State the vertical datum used for elevations on all drawings.
- e) Provide engineering certification on all final engineering drawings.
- f) The application narrative notes that Chapparosa Homeowners association (aka Kelleher Subdivision) has provided access to the site (across Lot 1, Block 1). This mechanism seems open for contention after buildout. It is recommended that Lot 1, Block 1 be replatted in conjunction with Lot 8, Block 1. The replat should show

the access to Hubbard Road and state that the purpose of the access is to provide access to the Lot 8, Block 1 forever.

5. Inspection Fees

An inspection fee will be required for City inspection of the construction of any water, sewer and irrigation facilities associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's approval of final construction plans.

6. Right-of-Way

The subject property fronts on its north side by a section line principal arterial street (Hubbard - ACHD). The following conditions are related to Hubbard Road *subject to the final disposition of item 4.f*:

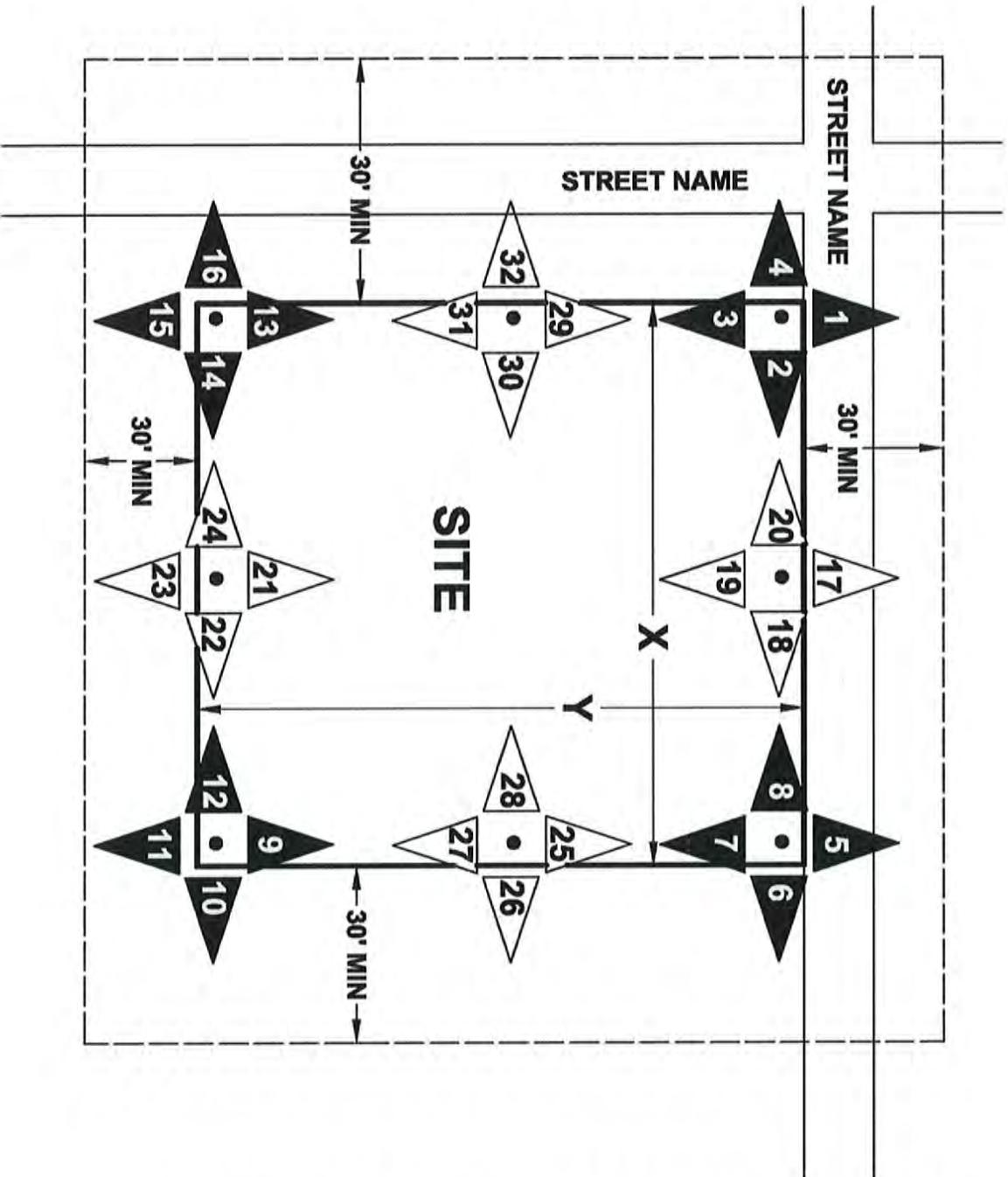
- a) Sufficient half right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City & ACHD standards.
- b) Approaches onto classified streets must comply with ACHD approach policies.
- c) It is recommended that sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided in connection with property development.

7. As-Built Drawings

As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.

8. Property Description

- a) The applicant provided a preliminary/final plat and supporting documents as part of the application.



Project Information:
 Name: Kelleher Sub
 Project: No. 2
 Gross Acre: 1.96.....

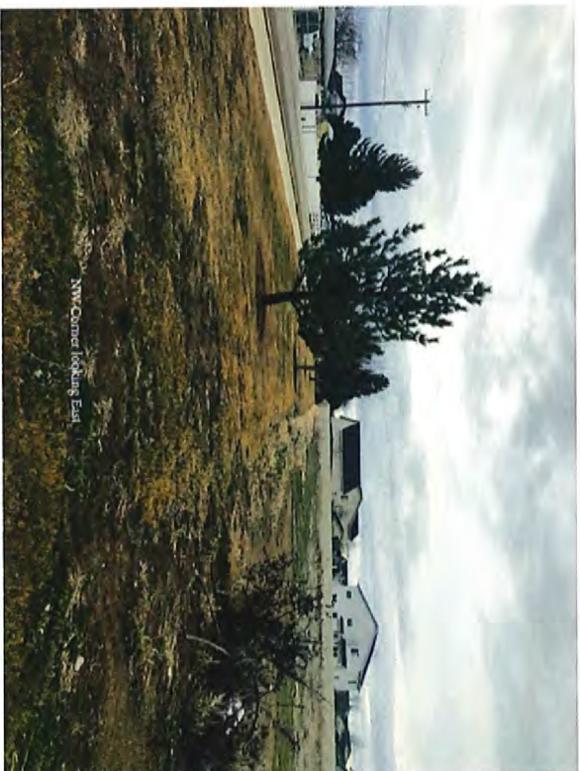
NOTE:
 Provide Site Plan on an 8 1/2" x 11" paper—indicating placement of photo orientation.
 All applicants are expected to provide COLOR photographs at a 1-16 minimum.
 If Distance 'X' is GREATER than 500-feet, also take photos 17-24.
 If Distance 'Y' is GREATER than 500-feet, also take photos 17-24.



North West Corner photos 1-4



NW looking North



NW Corner looking East



NW looking South

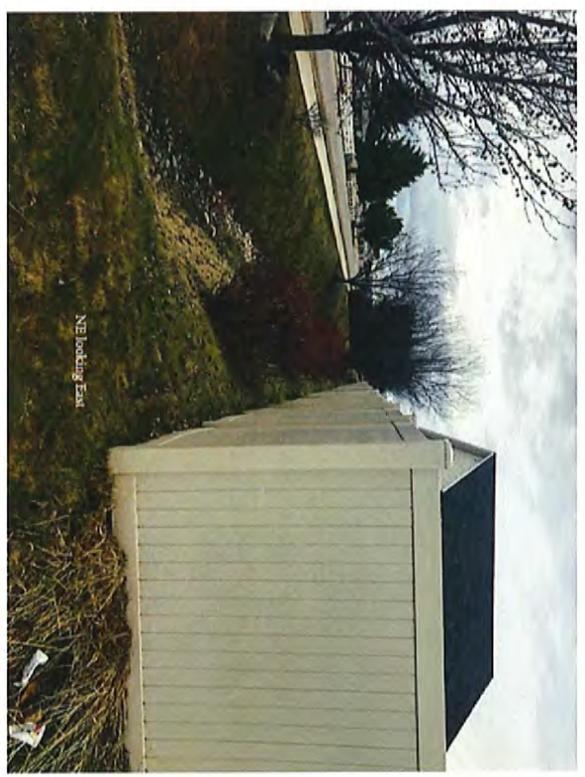


NW looking West

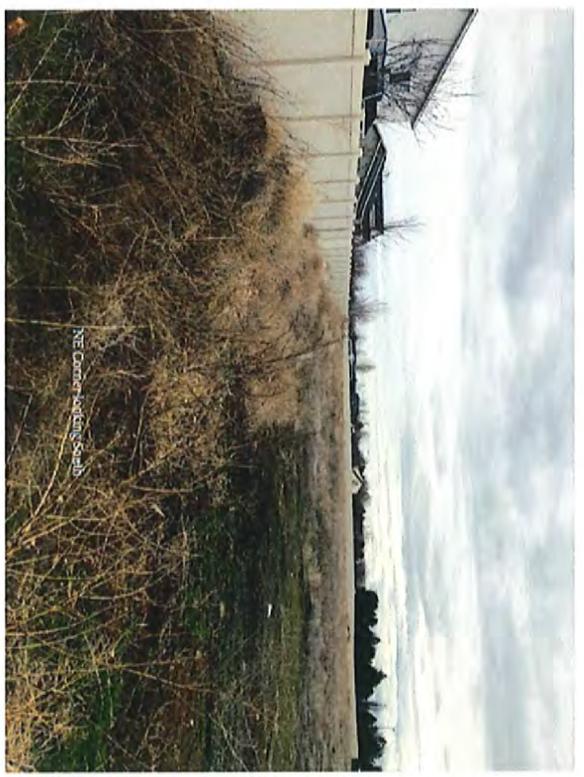
North East Corner photos 5-8



NE looking North



NE looking East



NE Corner looking South

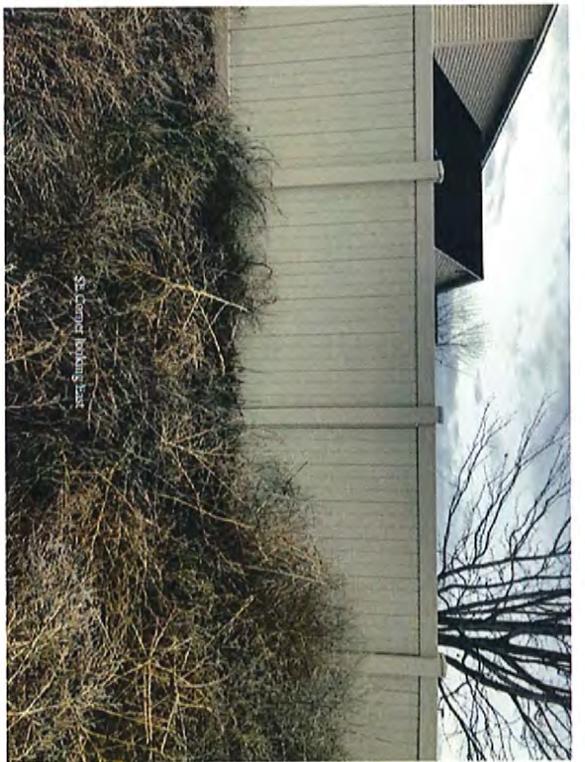


NE Corner looking West

South East Corner photos 9-12



SE Corner looking North



SE Corner looking East



SE Corner looking South

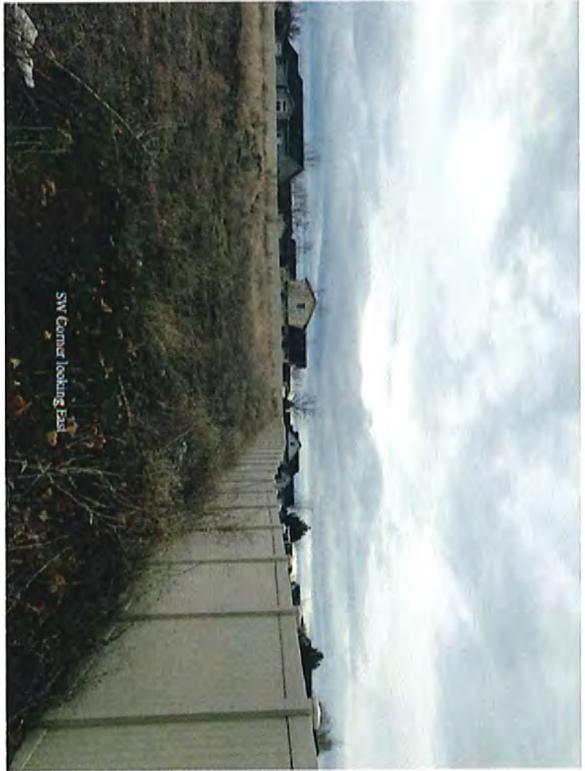


SE Corner looking West

South West Corner photos 13-16



SW Corner looking North



SW Corner looking East



SW Corner looking South



SW Corner looking West

Jace Hellman

From: Jace Hellman
Sent: Thursday, May 31, 2018 12:33 PM
To: 'IDAHO PRESS TRIBUNE'
Subject: City of Kuna Request for Legal Publication
Attachments: KMN publish Req 18-01-CPF.docx

Greetings:

We would like to request that you publish the attached legal notification in the **June 6th, 2018** cycle of Kuna Melba News on behalf of the City of Kuna, Planning & Zoning Department. This notification needs to only be published for one (1) cycle.

The Kuna P.O. for this request is #7129 (if you need it).

Thank you.

Jace Hellman

Planner II
City of Kuna
751 W 4th Street
Kuna, ID 83634
Jhellman@kunaID.gov



Exhibit
03

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 922-5274 - Fax: 922-5989

File # 18-01-CPF Kelleher Subdivision No. 2

NOTICE IS HEREBY GIVEN, that the Kuna Planning & Zoning Commission will hold a public hearing, **Tuesday, June 26, 2018 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with a **Combination Preliminary Plat and Final Plat (CPF)** request by Trilogy Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

The public is invited to present written and/or oral comments. Any written testimony must be received by close of business on June 20, 2018, or it may not be considered. Please mail to PO Box 13 Kuna, ID 83634, or drop off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208)922-5274.

Kuna Planning & Zoning Department

(No need to print this portion) Please publish one time on June 6, 2018.

(Sent 5/31/2018)

Kuna P.O. #7129

Jace Hellman

From: IDAHO PRESS TRIBUNE <legals@idahopress.com>
Sent: Friday, June 1, 2018 12:23 PM
To: Jace Hellman
Cc: legals@idahopress.com
Subject: Confirmation: Ad 1771772 for 1 KUNA, CITY OF
Attachments: AD1771772_jnl.pdf

Legals Email Approval Request

Good Day,

Attached is an invoice which shows proof, price and publication dates. Please check spelling and run dates for accuracy. PLEASE RESPOND by 10:00AM to confirm or make changes in order to meet deadline. You can simply reply to this email.

Idaho Press-Tribune, Emmett Messenger-Index, Kuna-Melba News and Meridian Press-Tribune

Legal Clerk

legals@idahopress.com

208-465-8129

Monday through Friday 8:00am – 12:00pm

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2338

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 06/01/18 11:22 by sje14

Acct #: 345222

Ad #: 1771772

Status: New WHOLD

1 KUNA, CITY OF
P.O. BOX 13
KUNA ID 83634

Start: 06/06/2018 Stop: 06/06/2018
Times Ord: 1 Times Run: ***
LEG 1.00 X 59.00 Words: 242
Total LEG 59.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 48.66
Affidavits: 1

Contact: CHRIS ENGLER
Phone: (208)387-7727
Fax#:
Email: awelker@kunaaid.gov; gsmith@k
Agency:

Ad Descrpt: 18-01-CPF - KELLEHER
Given by: JACE HELLMAN
P.O. #:
Created: sje14 06/01/18 11:18
Last Changed: sje14 06/01/18 11:22

PUB ZONE EDT TP RUN DATES
KMN A 96 S 06/06

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Jace Hellman
Name (print or type)

[Signature]
Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2338

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 06/01/18 11:22 by sjel4

Acct #: 345222

Ad #: 1771772

Status: New WHOLD WHOI

LEGAL NOTICE

File # 18-01-CPF
Kelleher Subdivision No. 2

NOTICE IS HEREBY GIVEN, that the Kuna Planning & Zoning Commission will hold a public hearing, **Tuesday, June 26, 2018 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with a Combination Preliminary Plat and Final Plat (CPF) request by Trilogy Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

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If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208)922-5274.

Kuna Planning & Zoning
Department

June 6, 2018 1771772

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RECEIVED

JUN 15 2018

CITY OF KUNA

345222 1771772

1 KUNA, CITY OF

P.O. BOX 13
KUNA ID 83634

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO

County of Ada

} SS.
}

Sharon Jessen
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the City of Kuna, in the County of Ada, State of Idaho; that the said newspaper is in general circulation in the said County of Ada, and in the vicinity of Kuna and Melba, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

That said notice was published the following:
06/06/2018

Sharon Jessen

STATE OF IDAHO

County of Canyon)

On this 6th day of June in the year of 2018 before me a Notary Public, personally appeared Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen R. Nielsen

Notary Public for Idaho
Residing at Canyon County
My Commission expires 06/28/2023



LEGAL NOTICE

File # 18-01-CPF
Kelleher Subdivision No. 2

NOTICE IS HEREBY GIVEN, that the Kuna Planning & Zoning Commission will hold a public hearing, **Tuesday, June 26, 2018 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with a Combination Preliminary Plat and Final Plat (CPF) request by Trilogy Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within

Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

The public is invited to present written and/or oral comments. Any written testimony must be received by close of business on June 20, 2018, or it may not be considered. Please mail to PO Box 13 Kuna, ID 83634, or drop off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208)922-5274.

Kuna Planning & Zoning
Department

June 6, 2018 1771772



CITY OF KUNA
PLANNING & ZONING DEPARTMENT

751 West 4th Street
P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

CERTIFICATE OF MAILING

Date: June 6, 2018

To: 300' Property Owners Other _____

Planner: Jace Hellman

Case Name: 18-01-CPF (Combination preliminary + Final Plat)

I HEREBY CERTIFY that on this 6th day of May 2018, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.

[Signature]
Signature

Dawn Stephens
Attest

Exhibit
C4

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
ABBRUZZETTI FRANK A	ABBRUZZETTI LINDA C	4966 N GROVE AVE	WINTON, CA 95388-0000
CHAPPAROSA RIDGE SUB HOA INC		4850 N ROSEPOINT WAY # 104	BOISE, ID 83713-0000
CLARK JAMES EDWARD	CLARK VICKI MICHELE	2965 N LINDER RD	KUNA, ID 83634-0000
CLARK MATTHEW CARL	CLARK HANNAH LEE	269 E WYTHBURN ST	KUNA, ID 83634-0000
COKER DAVID LLOYD	PURIN ASHLEY MARIE	205 E WYTHBURN ST	KUNA, ID 83634-0000
ELLIS CHRISTOPHER	ELLIS CHASTITY	252 E KELLEHER ST	KUNA, ID 83634-0000
FOLEY MATTHEW	FOLEY TIFFANY	2877 N UPDALE AVE	KUNA, ID 83634-0000
FRACTMAN JOANN		124 E CHAPPAROSA CT	KUNA, ID 83634-0000
GUTZWILLER FAMILY LIVING TRUST	GUTZWILLER TIMOTHY DAVID TRUSTEE	6087 N OLIVER AVE	BOISE, ID 83714-0000
HALBERT DWAYNE	HALBERT ASHLEE	228 E WHITEBECK ST	KUNA, ID 83634-0000
HART DAVID L	HART GUADALUPE F	1429 W SOLDOTNA DR	KUNA, ID 83634-0000
HENRY MARGARET	HENRY DAVID	44636 POCAHONTAS RD	BAKER CITY, OR 97814-0000
HOWARD PAUL JAY		234 E KELLEHER ST	KUNA, ID 83634-0000
LARAMIE JOSHUA A	LARAMIE JENNA K PIVA	4026 E EAGLE BAY DR	BLOOMINGTON, IN 47401-0000
MACBRIDE JOHN G	MACBRIDE MICHELLE L	236 E WYTHBURN ST	KUNA, ID 83634-0000
MAY MICHAEL L	MAY JANICE S	2784 N UPDALE AVE	KUNA, ID 83634-0000
MORENO JOSE SALGADO	LEIJA MODESTA	279 E KELLEHER ST	KUNA, ID 83634-0000
MORRISON BERNARD E	MORRISON CONNIE	9565 S LINDER RD	MERIDIAN, ID 83642-0000
OPEN DOOR RENTALS LLC		1977 E OVERLAND RD	MERIDIAN, ID 83642-0000
ROBINSON MICHAEL JORDON	ROBINSON KATHYRN ALENE	1420 W HUBBARD RD	MERIDIAN, ID 83642-0000
STONE MOUNTAIN PROPERTIES LLC		563 E SAINT KITTS DR	MERIDIAN, ID 83642-0000
TIDWELL LANCE	TIDWELL CECILY	264 E WYTHBURN ST	MERIDIAN, ID 83642-0000
TIMBERMIST HOA INC		3103 W SHERYL DR STE 100	KUNA, ID 83634-0000
TOLL ID I LLC		250 GIBRALTAR RD	MERIDIAN, ID 83642-0000
TRACY JADAWN	FORTIER ANTHONY M	2833 N UPDALE AVE	HORSHAM, PA 19044-0000
WILLIAMS MICAELLE L		193 E WYTHBURN ST	KUNA, ID 83634-0000
WOLFGRAM DENNIS E	WOLFGRAM HELENE E	1901 W HUBBARD RD	KUNA, ID 83634-1229
WOMACK LUKE A	WOMACK RENEE L	210 E KELLEHAR ST	KUNA, ID 83634-0000
YORK RYAN A	YORK TIFFANY E	2798 N UPDALE AVE	KUNA, ID 83634-0000

✓ Frank & Linda Abbruzzetti
4966 N Grove Ave
Winton, CA 95388

✓ Chapparosa Ridge Sub HOA INC
4850 N Rosepoint Way #104
Boise, ID 83713

✓ James & Vicki Clark
2965 N Linder Rd
Kuna, ID 83634

✓ Matthew & Hannah Clark
269 E Wythburn St
Kuna, ID 83634

✓ David Coker
Ashley Purin
205 E Wythburn St
Kuna, ID 83634

✓ Christopher & Chastity Ellis
252 E Kelleher St
Kuna, ID 83634

✓ Matthew & Tiffany Foley
2877 N Updale Ave
Kuna, ID 83634

✓ Joann Fractman
124 E Chapparosa Ct
Kuna, ID 83634

✓ Gutzwiller Family Living Trust
Timothy Gutzwiller Trustee
6087 N Oliver Ave
Boise, ID 83714

✓ Dwayne & Ashlee Halbert
228 E Whitbeck St
Kuna, ID 83634

✓ David & Guadalupe Hart
1429 W Soldotna Dr
Kuna, ID 83634

✓ Margaret & David Henry
44636 Pocahontas Rd
Baker City, OR 97814

✓ Paul Howard
234 E Kelleher St
Kuna, ID 83634

✓ Joshua & Jenna Laramie
4026 E Eagle Bay Dr
Bloomington, IN 47401

✓ John & Michelle MacBride
236 E Wythburn St
Kuna, ID 83634

✓ Michael & Janice May
2784 N Updale Ave
Kuna, ID 83634

✓ Jose Moreno
Modesta Leija
279 E Kelleher St
Kuna, ID 83634

✓ Bernard & Connie Morrison
9565 S Linder Rd
Meridian, ID 83642

✓ Open Door Rentals LLC
1977 E Overland Rd
Meridian, ID 83642

✓ Michael & Kathryn Robinson
1420 W Hubbard Rd
Meridian, ID 83642

✓ Stone Mountain Properties LLC
563 E Saint Kitts Rd
Meridian, ID 83642

✓ Lance & Cecily Tidwell
264 E Wythburn St
Kuna, ID 83634

✓ Timbermist HOA Inc
3103 W Sheryl Dr STE 100
Meridian, ID 83642

✓ Toll ID I LLC
250 Gibraltar Rd
Horsham, PA 19044

✓ JaDawn Tracy
Anthony Fortier
2833 N Updale Ave
Kuna, ID 83634

✓ Micaele Williams
193 E Wythburn St
Kuna, ID 83634

✓ Dennis & Helene Wolfgram
1901 E Wythburn St
Kuna, ID 83634

✓ Luke & Renee Womack
210 E Kelleher St
Kuna, ID 83634

✓ Ryan & Tiffany York
2798 N Updale Ave
Kuna, ID 83634



CITY OF KUNA
PLANNING & ZONING DEPARTMENT
 PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
 Phone (208) 922-5274 • Fax: (208) 922-5989
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City of Kuna **Planning and Zoning Commission** is scheduled to hold a public hearing on **June 26, 2018**, beginning at **6:00 pm** on the following case:

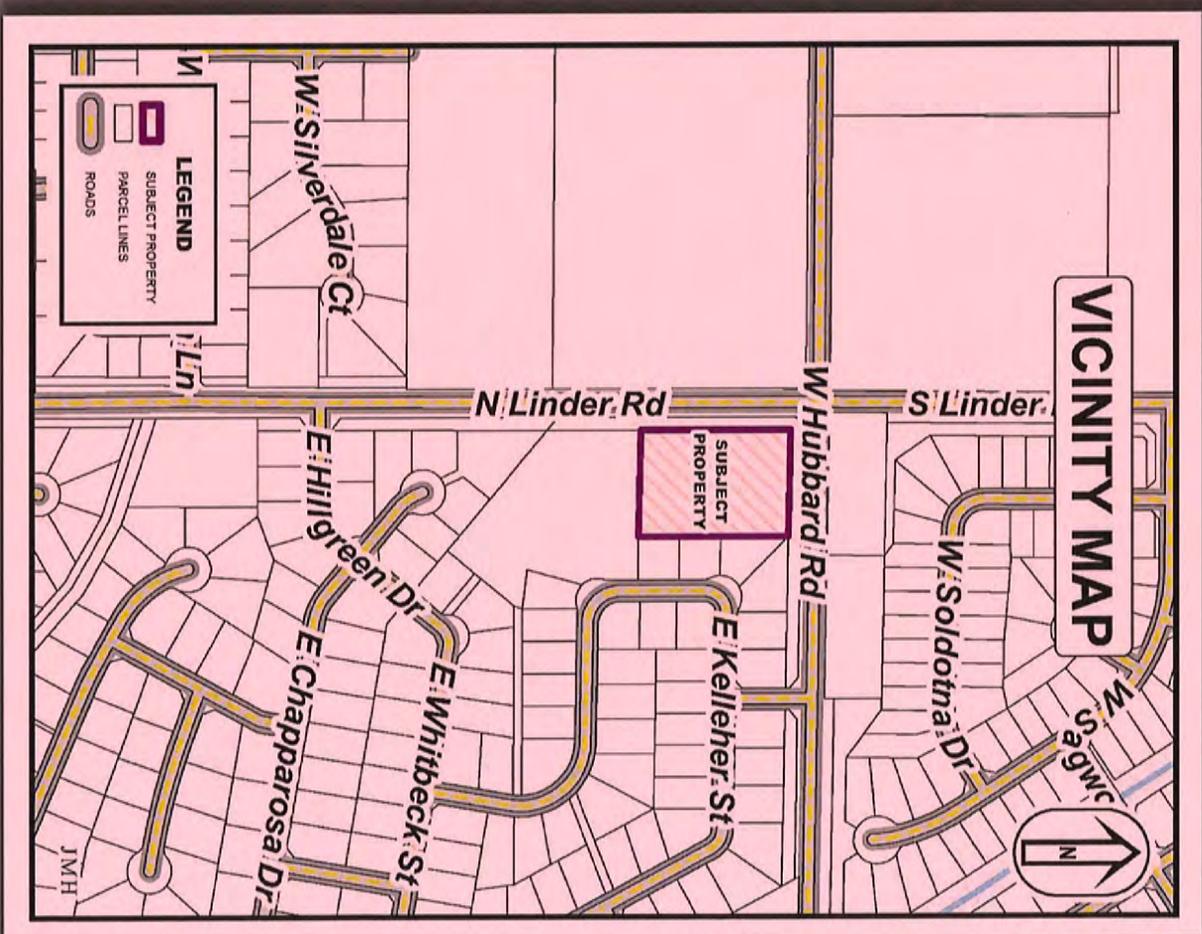
A Combination Preliminary and Final Plat (CPF) request from Trilog Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

The hearing will be held at **6:00 PM in the Council Chambers at City Hall located at 751 W. 4th Street, Kuna, Idaho.**

All documents concerning public hearing items may be reviewed at Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, 83634. Office hours are 8:00 am to 5:00 pm, Monday through Friday, except holidays. If you have questions or would like additional information, please contact the Planning and Zoning Division at (208) 922-5274.

You are invited to provide oral or written comments to the Commission at the hearing. Please note that all comments made to the Commission during the public hearing will be restricted to three (3) minutes per person. Prior to the hearing, written comments may be submitted to the appropriate governing body at least seven (7) days prior to the hearing. These comments will be forwarded to the Planning and Zoning Commission.

In all correspondence concerning this case, please refer to the case name: **18-01-CPF (Combination Preliminary & Final Plat) – Kelleher Subdivision No. 2**



MAILED 06/06/18

350 FT PROPERTY MAP



S Linder Rd

S Updale

W Sagwon Dr

Linna Canal

W Hubbard Rd

SUBJECT
PROPERTY

N Linder Rd

Aspen Ln

LEGEND



KELLEHER SUB NO. 2



350 FT PROPERTIES



PARCEL LINES



ROADS



WATER FEATURES

JMH



City of Kuna PROOF OF PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for Kelleher No. 2 Subdivision
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted Friday, June 15, 2018 **(DAY OF THE WEEK, MONTH,
DATE AND YEAR)**. This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

DATED this 18th day of June, 2018.

Signature,

James B. Sugg
Owner/Developer /Representative

STATE OF IDAHO)
County of Ada) : ss

On this 18th day of June, 2018, before me the
undersigned, a Notary Public in and for said State, personally appeared before me
(Owner, Developer).

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

Cara Duskey
Notary Public
Residing at Kuna, Id
Commission Expires 3/17/21



CITY OF KUNA PUBLIC HEARING NOTICE

PLANNING AND ZONING COMMISSION

THE CITY OF KUNA WILL HOLD A PUBLIC HEARING

DATE: June 26, 2018

TIME: 6:00 P.M.

LOCATION: Kuna City Hall 751 W. 4th St., Kuna, Idaho

PURPOSE: 9 lot subdivision for 8 Four-plex buildings and 1
common lot

LOCATION: SE Corner of W. Hubbard Rd. and Linder Rd., Kuna, ID

APPLICATION BY: WHPacific, Inc.

Contact a City Planner 208-922-5546 with any questions.

CITY OF KUNA PUBLIC HEARING NOTICE

PLANNING AND ZONING COMMISSION

THE CITY OF KUNA WILL HOLD A PUBLIC HEARING

DATE: June 26, 2018

TIME: 6:00 P.M.

LOCATION: Kuna City Hall 751 W. 4th St., Kuna, Idaho

PURPOSE: 9 lot subdivision for 8 Four-plex buildings and 1 common lot

LOCATION: SE Corner of W. Hubbard Rd. and Linder Rd., Kuna, ID

APPLICATION BY: WHPacific, Inc.

Contact a City Planner 208-922-5546 with any questions.



City of Kuna Design Review Application

P.O. Box 13
Kuna, Idaho 83634
(208) 922.5274
Fax: (208) 922.5989
Website: www.kunacity.id.gov

FILE NO.: 18-12-DR

CROSS REF.: 18-01-CPF

FILES: 18-12-DR & 18-01-CPF

The City of Kuna has adopted a Design Review process whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in the Design Review Ordinance No. 2007-02 and the Architecture and Site Design Booklet. Both of these documents can be found online (www.cityofkuna.com) or are picked up in the City's Planning and zoning department is located at 763 W Avalon, Kuna ID. Staff is glad to assist you with your application form.

The Design Review application applies to the following land use actions:

- ▶ Multi- family dwellings (3 or more)
- ▶ Commercial
- ▶ Industrial
- ▶ Institutional
- ▶ Office
- ▶ Common Area
- ▶ Subdivision Signage
- ▶ Proposed Conversions
- ▶ Proposed changes in land use and/or building use or exterior remodeling
- ▶ Exterior restoration, and enlargement or expansion of existing buildings, signs or sites.

Application Submittal Requirements

Applicant Use		Staff Use
<input checked="" type="checkbox"/>	Date of pre- application meeting : <u>02-05-18</u> <i>Note: Pre-Applications are valid for a period of three (3) months.</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	A complete Design Review Application form <i>Note: It is the applicant's responsibility to use a current application.</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Detailed letter of explanation or justification for the application, describing the project and design elements, and how the project complies with Design Review standards.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	One (1) Vicinity Map (8 1/2" x 11") at 1" = 300' scale (or similar), label the location of the property and adjacent streets.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	One 8 1/2" x 11" colored aerial photo depicting proposed site, street names, and surrounding area within five-hundred feet (500').	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Copy of Deed; and, if the applicant is not the owner, an original notarized statement (affidavit of legal interest) from the owner (and all interested parties) stating the applicant is authorized to submit this application.	<input checked="" type="checkbox"/>





Detailed site, landscape, drainage plan, elevation and to scale. *(No smaller than 1"=30', unless otherwise approved.)*



One of each plan (site, landscape, drainage plan and elevations) is required to be submitted in the following plan sizes:

(1) 24" X 36" TO SCALE COPIES

(1) 11" X 17" REDUCTIONS

(1) 8 1/2" X 11" REDUCTIONS



Provide a color rendering and material sample board specifically noting where each color and material is to be located on the structure.



Note: Provide photo of the colored rendering and material samples board to City Staff electronically in a JPG or PDF format.

The Applicant is obligated to provide a site plan that graphically portrays the site and includes the following features:

Site Plan

Applicant Use



North Arrow



To scale drawings



Property lines



Name of "Plan Preparer" with contact information



Name of project and date



Existing structures, identify those which are to be relocated or removed



On-site and adjoining streets, alleys, private drives and rights-of-way



Drainage location and method of on-site retention / detention



Location of public restrooms



Existing / proposed utility service and any above-ground utility structures and their location



Location and width of easements, canals and drainage ditches



Location and dimension of off-street parking



Locations and sizes of any loading area, docks, ramps and vehicle storage or service areas



Trash storage areas and exterior mechanical equipment, with proposed method of screening



Sign locations *(a separate sign application must be submitted with this application)*



On-site transportation circulation plan for motor vehicles, pedestrians and bicycles



Locations and uses of ALL open spaces



Locations, types and sizes of sound and visual buffers *(Note: all buffers must be located outside the public right-of-way)*



Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle



Locations of subdivision lines *(if applicable)*



Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles



Location of walls and fences and indication of their height and material of construction



Roofline and foundation plan of building, location on the site



Location and designations of all sidewalks



Location and designation of all rights-of-way and property lines



Staff Use



Landscape and Streetscape Plan

The landscape and streetscape plans need to be drawn by the project architect, professional landscape architect, landscape designer, or qualified nurseryman for development's possessing more than twelve thousand (12,000) square feet of private land. The landscaped and streetscape plans must be colored. The Planning Director or City Forester may require the preparation of a landscape plan for smaller developments by one of the noted individuals if the lot(s) have unique attributes.

Applicant Use		Staff Use
<input checked="" type="checkbox"/>	North Arrow	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	To scale drawings	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Boundaries, property lines and dimensions	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Name of "Plan Preparer" with contact information	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Name of project and date	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Type and location of all plant materials and other ground covers. <i>Please review the City's plant list and rely upon it to identify the site's planting strategy. Include botanical and common name, quantity, spacing and sizes of all proposed landscape materials at the time of planting, and at maturity. A list of acceptable trees is available upon request from City Planning Staff. If there are any questions, please contact the City Forester, Natalie Reeder, at 208.880.0953</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Existing vegetation identified by specific size. Identify those which are proposed to be relocated or removed.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Method of irrigation. <i>Note: All plant materials, except existing native plants not damaged during construction or xeriscape species shown not to require regular watering, shall be irrigated by underground sprinkler systems set on a timer in order to obtain proper watering duration and ease of maintenance.</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fences, fountains street/pathway furniture (benches, etc.), etc.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Sign locations <i>Note: A separate sign application must be submitted with this application</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Locations and uses for open spaces	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Location and designations of all sidewalks	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Engineered grading and drainage plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved design review application, a detailed site grading and drainage plan, prepared by a registered professional engineer (PE) shall be submitted to the City for review and approval by the City Engineer.	<input checked="" type="checkbox"/>

Building Elevations

Applicant Use		Staff Use
<input checked="" type="checkbox"/>	Detailed elevation plans of each side of any proposed building(s) or additions(s) <i>Note: Four (4) elevations to include all sides of development and must be in color</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Identify the elevations as to north, south, east, and west orientation	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Colored copies of all proposed building materials and indication where each material and color application is to be located <i>Note: Submit as 11"x17" reductions</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Screening/treatment of mechanical equipment	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Provide a cross-section of the building showing any roof top mechanical units and their roof placement	<input type="checkbox"/> N/A
<input checked="" type="checkbox"/>	Detailed elevation plans showing the materials to be used in construction of trash enclosures	<input checked="" type="checkbox"/>

Lighting Plan

Applicant Use		Staff Use
<input checked="" type="checkbox"/>	Exterior lighting including detained cut sheets and photometric plan (pedestrian, vehicle, security, decoration)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Types and wattage of all light fixtures <i>Note: The City encourages use of "dark sky" lighting fixtures</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Placement of all light fixtures shown on elevations and landscaping plans	<input checked="" type="checkbox"/>

Roof Plans

Applicant Use		Staff Use
<input type="checkbox"/>	Size and location of all roof top mechanical units	<input type="checkbox"/>

Design Review Application

Applicant: JANE SUGGS / WHPACIFIC Phone: 208-275-8729
 Owner Representative Fax/Email: jsuggs@whpacific.com

Applicant's Address: 2141 W. AIRPORT WAY, SUITE 104
BOISE, ID Zip: 83705

Owner: OPEN DOOR RENTALS, INC. Phone: 208-895-8858

Owner's Address: 1977 E. OVERLAND ROAD Email: _____
MERIDIAN, ID Zip: 83642

Represented By: *(if different from above)* _____ Phone: _____
Address: _____ Email: _____
Zip: _____

Address of Property: SE CORNER OF LINDER ROAD & HUBBARD ROAD Zip: 83634

Distance from Major Cross Street: 0 METERS Street Name(s): LINDER/HUBBARD

Please check the box that reflects the intent of the application

- BUILDING DESIGN REVIEW
- SUBDIVISION / COMMON AREA LANDSCAPE
- DESIGN REVIEW MODIFICATION
- STAFF LEVEL APPLICATION

This Design Review application is a request to construct, add or change the following: *(Briefly explain the nature of the request.)*

MULTI-FAMILY, (8) 4-PLEX BUILDINGS

1. Dimension of Property: 1.96 ACRES
2. Current Land Use(s): EMPTY LOT / C-1
3. What are the land uses of the adjoining properties?
 North: C-1
 South: R-4
 East: R-4
 West: A
4. Is the project intended to be phased, if so what is the phasing time period? NO PHASING.
 Please explain: _____

5. The number and use(s) of all structures: MULTI FAMILY, (8) 4-PLEX BUILDINGS

6. Building heights: ± 28'-0" ± 29'-0" Number of stories: 2-STORIES
 The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use.

Note: The maximum building height for each zoning district is as follows:

L-O: 35'	C-2: 60'	CBD: 80'	M-2: 60'	P: 60'
C-1: 35'	C-3: 60'	M-1: 60'	M-3: 60'	

7. What is the percentage of building space on the lot when compared to the total lot area? 43%
8. Exterior building materials & colors: *(Note: This section must be completed in compliance with the City of Kuna Ordinance No. 2007-21A (as amended); found online at www.cityofkuna.com under the City Code.*

MATERIAL **COLOR**

Roof: ASPHALT SHINGLE / BARKWOOD (CHARCOAL)

Walls: *(State percentage of wall coverage for each type of building material below for each frontage wall) if there is not adequate space to identify the various building materials and applications, please list them on the attached sheet of this application. Please attach photos to support application types.*

- % of Wood application: 14% HARDBOARD TRIM / WOOL SKEIN
- % EIFS: N/A / _____
(Exterior Insulation Finish System)
- % Masonry: 19% STONE VENEER / LEDGESTONE: ASPEN
- % Face Block: N/A / _____
- % Stucco: N/A / _____
- & other material(s): 37% HARDBOARD SIDING / (4) COLORS PER FINISH LEGEND
- List all other materials: 16% BOARD & BATTEN / (4) COLORS PER FINISH LEGEND
- Windows/Doors: VINYL WINDOWS / METAL DOORS / ALMOND / MATCH TRIM COLOR
(Type of window frames & styles / doors & styles, material)
- Soffits and fascia material: PAINTED HARDBOARD / WOOL SKEIN
- Trim, etc.: PAINTED HARDBOARD / WOOL SKEIN

Other: _____ / _____

9. Please identify Mechanical Units: FURNACE INSIDE UNITS. CONDENSER OUTSIDE
Type/Height: SPLIT SYSTEM AC: 24" x 24" x 25" HIGH
Proposed Screening Method: DENSE LANDSCAPING

10. Please identify trash enclosure: *(size, location, screening & construction materials)* (2) LOCATIONS ON SITE,
14' x 16' x 6' HIGH. VINYL FENCING, ALMOND COLOR - SEE DR 1.1.

11. Are there any irrigation ditches/canals on or adjacent to the property?
If yes, what is the name of the irrigation or drainage provider?
NONE

12. Fencing: *(Please provide information about new fencing material as well as any existing fencing material)*
6' VINYL FENCING, ALMOND COLOR - MATCH EXISTING.
Type: VINYL
Size: 6'-0" HIGH
Location: WEST & NORTH PROPERTY LINES / EAST & SOUTH EXISTING.
(Please note that the City has height limitations of fencing material and requires a fence permit to be obtained prior to installation)

13. Proposed method of On-site Drainage Retention/Detention:
SUBSURFACE RETENTION / SEEPAGE BEDS

14. Percentage of Site Devoted to Building Coverage: 43%
% of Site Devoted to Landscaping: 14% Square Footage: ± 11,503 S.F.
(Including landscaped rights-of-way)
% of Site that is Hard Surface: 43% Square Footage: ± 36,706 S.F.
(Paving, driveways, walkways, etc.)
% of Site Devoted to other uses: _____
Describe: _____
% of landscaping within the parking lot (landscaped islands, etc.): 10%

15. For details, please provide dimensions of landscaped areas within public rights-of-way:
EXISTING UNDER & HUBBARD RD. LANDSCAPE MAINTAINED BY HOA & WILL BE RETAINED

16. Are there any existing trees of 4" or greater in caliper on the property? *(Please provide the information on the site plans.)*
If yes, what type, size and the general location? *(The City's goal is to preserve existing tree with greater than a four inch (4") caliper whenever possible):*
NONE.

17. Dock Loading Facilities:
Number of docking facilities and their location: N/A
Method of screening: N/A

18. Pedestrian Amenities: *(bike racks, receptacles, drinking fountains, benches, etc.)* BIKE RACKS, TIE IN TO NEIGHBORING PARK

19. Setbacks of the proposed building from property lines:

Front 10' -feet Rear 5' -feet Side 10' -feet Side 10' -feet

20. Parking requirements: 1.5 STALLS PER UNIT: 32 x 1.5 = 48

Total Number of Parking Spaces: 48 Width and Length of Spaces: 9' x 20'

Total Number of Compact Spaces 8'x17': NONE

21. Is any portion of the property subject to flooding conditions? Yes _____ No

IF THE PLANNING DIRECTOR OR DESIGNEE, THE DESIGN REVIEW BOARD AND/OR THE CITY COUNCIL DETERMINE THAT ADDITIONAL AND/OR REVISED INFORMATION IS NEEDED, AND/OR IF OTHER UNFORESEEN CIRCUMSTANCES ARISE, ANY DATES OUTLINED FOR PROCESSING MAY BE RECHEDULED BY THE CITY. APPLICANT/REPRESENTATIVE MUST ATTEND THE DESIGN REVIEW BOARD MEETING/PLANNING AND ZONING MEETINGS.

The Ada County Highway District may also conduct public meetings regarding this application. If you have questions about the meeting date or the traffic that this development may generate or the impact of that traffic on streets in the area, please contact the Ada County Highway District at 208.387.6170. In order to expedite your request, please have ready the file number indicated in this notice.

Signature of Applicant *Game Sapp* Date March 29, 2018

City staff comments:

Signature of receipt by City Staff _____ Date _____

FOR ADDITIONAL INFORMATION:
(Please list page number and item in reference)

KELLEHER SUBDIVISION NO. 2

N. LINDER ROAD & W. HUBBARD ROAD
 KUNA, IDAHO 83634



VICINITY MAP



SHEET INDEX

- DR-0 DESIGN REVIEW COVER SHEET
- DR-1 COVER SHEET, NOTES, & SHEET INDEX
- DR-2 COPY OF FINAL PLAT
- DR-3 GRADING PLAN
- DR-4 DETAILS
- DR-5 UTILITY PLAN
- DR-6 EROSION & SEDIMENT CONTROL PLAN
- DR-7 LANDSCAPE PLAN
- DR-8 COLORED LANDSCAPE PLAN
- DR-9 ARCHITECTURAL SITE PLAN
- DR-10 SITE DETAILS
- DR-11 BUILDING FLOOR PLANS
- DR-12 BUILDING TYPE 21 EXTENSION ELEVATIONS
- DR-13 BUILDING TYPE 22 EXTENSION ELEVATIONS
- DR-14 BUILDING TYPE 24 EXTENSION ELEVATIONS

PROJECT SUMMARY

TOTAL PROJECT SITE 1.984 ACRES.
 PROJECT IS THE CONSTRUCTION OF 80 TWO STORY WOOD FRAMED 4-UNIT RESIDENTIAL DWELLING UNITS. THE PROJECT ALSO INCLUDES 86 OFF-STREET PARKING SPACES.

PROJECT DIRECTORY

- OWNER**
 DREW DORR REALTY, INC.
 1971 E. OVERLAND BL.
 BOYD, IDAHO 83425
 CONTACT: JANE DORR
 Y (208) 225-8729
 F (208) 245-2522
 E jpd@drawdorr.com
- GENERAL CONTRACTOR**
 CHALLENGER DEVELOPMENT
 3028 N. ONEida ST., STE. 101
 BOYD, IDAHO 83425
 CONTACT: BRIAN SPINKHILL
 Y (208) 840-8885
 C (208) 840-2011
 F (208) 840-2011
 E brian@challengerdev.com
- ARCHITECT**
 THE ARCHITECTS OFFICE, PLLC
 409 W. MAIN ST.
 BOYD, IDAHO 83425
 CONTACT: ROB WALKER
 Y (208) 838-4407
 F (208) 798-1924
 E info@tadarch.com
- CIVIL ENGINEER**
 W4 ARCHITECT, INC.
 2714 N. ROBERT WALKER STE. 104
 BOYD, IDAHO 83425
 CONTACT: WALT WALKER
 Y (208) 272-8204
 F (208) 245-2200
 E info@w4arch.com
- LANDSCAPE ARCHITECT**
 DESIGN SCOTS ASSOCIATES
 1509 WHEEL LANE, STE. 120
 BOYD, IDAHO 83425
 CONTACT: AMY SCHOENHEIMER
 Y (208) 343-7173
 F (208) 343-7178
 E amy@designscots.com



AERIAL MAP

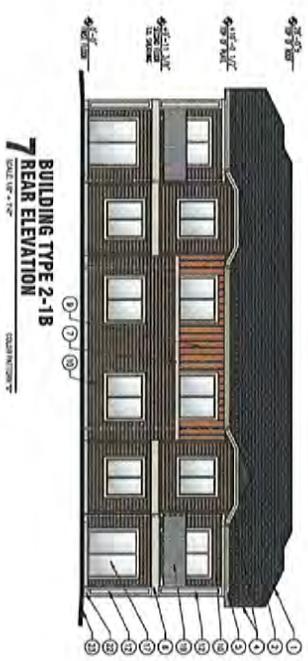
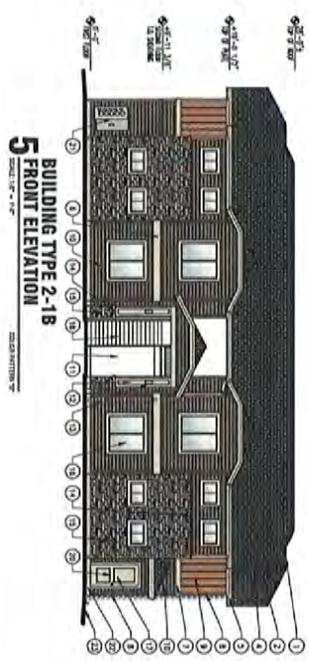
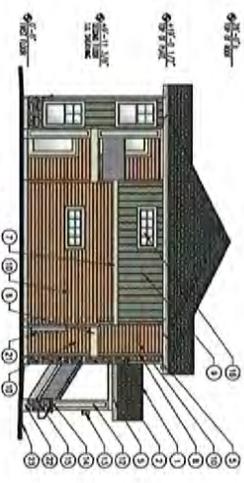
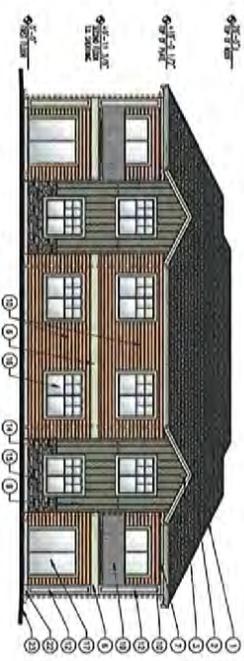
NO SCALE

DR0.0
 DESIGN REVIEW
 COVER SHEET



DATE: MARCH 14, 2018
 15:00 DR0.0
 ROB WALKER, IAA

PROJECT: N. LINDER RD. & W. HUBBARD RD., KUNA, IDAHO 83634



REMARKS

1. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING CONDITIONS.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE ELEVATIONS UNLESS NOTED OTHERWISE.
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GENERAL NOTES

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EXTERIOR FINISH SCHEDULE

ALL ELEVATIONS	WALLS	ROOF	FLOORING	CEILING	TRIM	DOORS	WINDOWS
WALLS	1/2\"/>						
ROOF	ASPH/FLT						
FLOORING	CONCRETE						
CEILING	CONCRETE						
TRIM	WOOD						
DOORS	WOOD						
WINDOWS	WOOD						



KELLEHER
SUBDIVISION NO. 2

N. LINDBER RD. &
W. HUBBARD RD.
KUNYA, IDAHO 83634



DR3.0
APARTMENT BUILDING TYPE 2-1
EXTERIOR ELEVATIONS

KEYNOTES

1. FINISH SCHEDULE INDEX / SEE PLAN. SEE ALSO THE LOCATION AND INFO OF EACH AREA.
2. ARCHITECTURAL, UNLESS OTHERWISE NOTED.
3. 1/2" TO FINISH WORK CENTER.
4. FINISH SCHEDULE INDEX / SEE PLAN. SEE ALSO THE LOCATION AND INFO OF EACH AREA.
5. 1/2" TO FINISH WORK CENTER.
6. FINISH SCHEDULE INDEX / SEE PLAN. SEE ALSO THE LOCATION AND INFO OF EACH AREA.
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22. FINISH SCHEDULE INDEX / SEE PLAN. SEE ALSO THE LOCATION AND INFO OF EACH AREA.

GENERAL NOTES

1. ALL WORK IS TO BE DONE BY THE CONTRACTOR AND SHALL BE TO ALL STANDARDS.
2. REFER TO CONSTRUCTION SPECIFICATIONS (PARTS AND DIVISIONS) FOR ADDITIONAL DETAILS.
3. ALL FINISH SCHEDULES SHALL BE TO THE FINISH SCHEDULE INDEX. SEE FINISH SCHEDULE INDEX FOR FINISH SCHEDULE INDEX.
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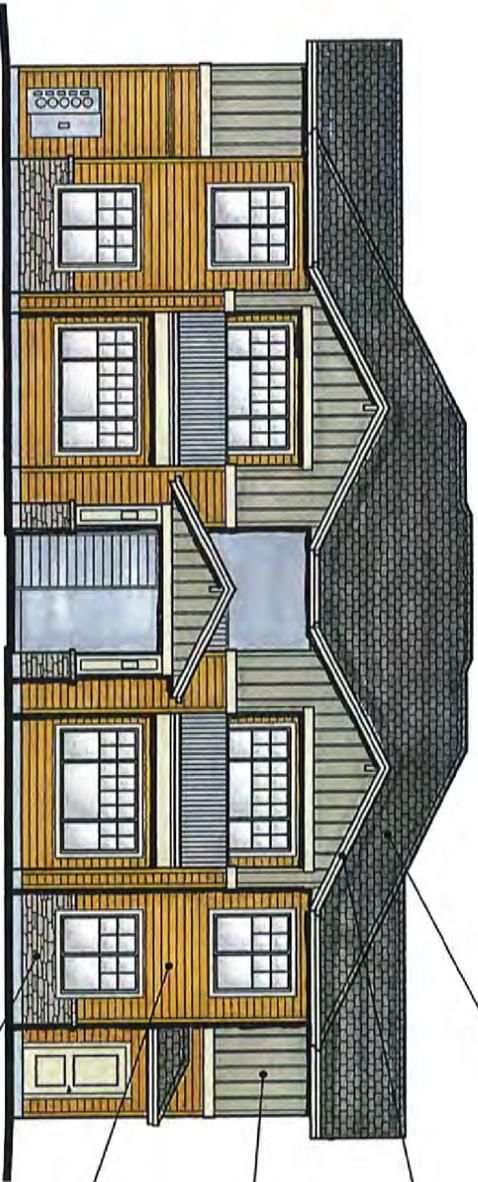
EXTERIOR FINISH SCHEDULE

FINISH	DESCRIPTION	FINISH	DESCRIPTION
1	CONCRETE	1	CONCRETE
2	CONCRETE	2	CONCRETE
3	CONCRETE	3	CONCRETE
4	CONCRETE	4	CONCRETE
5	CONCRETE	5	CONCRETE
6	CONCRETE	6	CONCRETE
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17	CONCRETE	17	CONCRETE
18	CONCRETE	18	CONCRETE
19	CONCRETE	19	CONCRETE
20	CONCRETE	20	CONCRETE
21	CONCRETE	21	CONCRETE
22	CONCRETE	22	CONCRETE



KELLEHER 4-PLEXES

COLOR PALLET A



TYPICAL ELEVATION
SCALE: 1/8" = 1'-0"



MATERIAL: ASPHALT SHINGLE ROOF
MANUFACTURER: GAF TIMBERLINE NATURAL SHADOW
COLOR: BARKWOOD



MATERIAL: HARDBOARD FASCIA, HARDBOARD SOFFIT, CORBELS, PREFINISHED METAL GUTTER & DOWNSPOUTS, PAINTED HARDBOARD DOOR & WINDOW TRIM, PAINTED HARDBOARD BELLY BANDS
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW6148 WOOL SKEN



MATERIAL: PAINTED HARDBOARD BOARD & BATTEN SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW2845 BUNGLEHOUSE GRAY



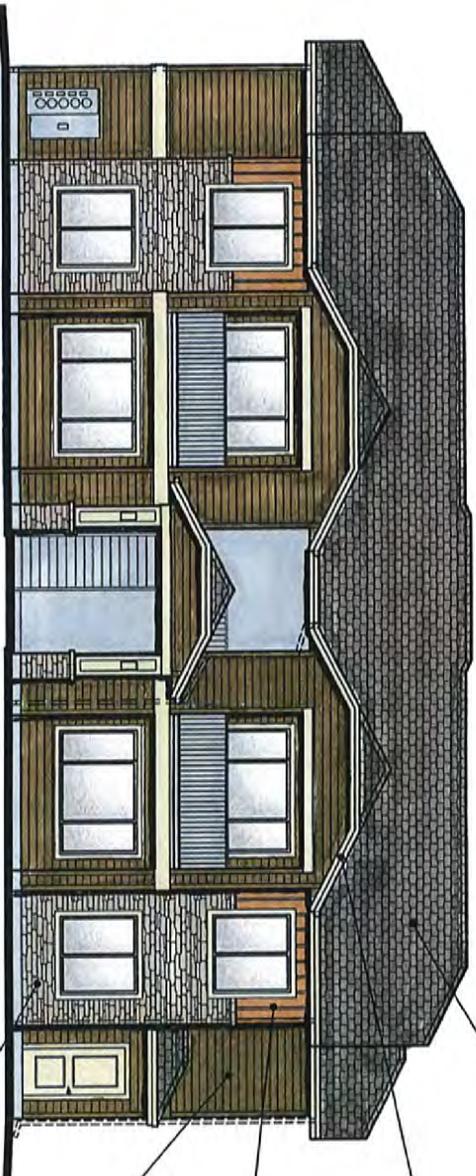
MATERIAL: PAINTED HARDBOARD LAP SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW7580 LAVIYARD



MATERIAL: STONE VENEER
MANUFACTURER: BOPAL CULTURED STONE
COLOR: COUNTRY LEDGESTONE ASPEN

KELLEHER 4-PLEXES

COLOR PALLET B



TYPICAL ELEVATION
SCALE: 1/8" = 1'-0"



MATERIAL: ASPHALT SHINGLE ROOF
MANUFACTURER: GAF TIMBERLINE NATURAL SHADOW
COLOR: BARKWOOD



MATERIAL: HORIZONTAL FASCIA, HORIZONTAL SOFFIT, CORBELS, PREFINISHED METAL GUTTER & DOWNSPOUTS, PAINTED HORIZONTAL DOOR & WINDOW TRIM, PAINTED HORIZONTAL BELLY BANDS
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW6148 WOOL SKEN



MATERIAL: PAINTED HORIZONTAL BOARD & BATTEN SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW7718 OAK CREEK



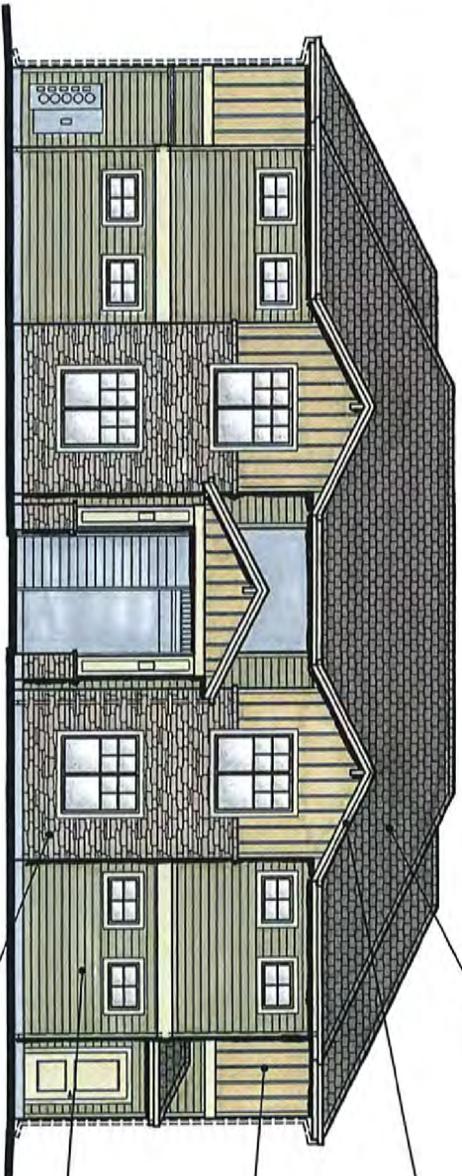
MATERIAL: PAINTED HORIZONTAL LAP SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW7509 TIKI HUT



MATERIAL: STONE VENER
MANUFACTURER: BOPAL CULTURED STONE
COLOR: COUNTRY LEDGESTONE ASPEN

KELLEHER 4-PLEXES

COLOR PALLET C



TYPICAL ELEVATION
SCALE: 1/8" = 1'-0"



MATERIAL: ASPHALT SHINGLE ROOF
MANUFACTURER: GAF TIMBERLINE NATURAL SHADOW
COLOR: BARKWOOD



MATERIAL: HARDBOARD FASCIA, HARDBOARD SOFFIT, CORBELS, PREPRESSED METAL GUTTER & DOWNSPOUTS, PAINTED HARDBOARD DOOR & WINDOW TRIM, PAINTED HARDBOARD BELLY BANDS
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW6148 WOOL SWEN



MATERIAL: PAINTED HARDBOARD BOARD & BATTEN SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW7540 ARTISAN TAN



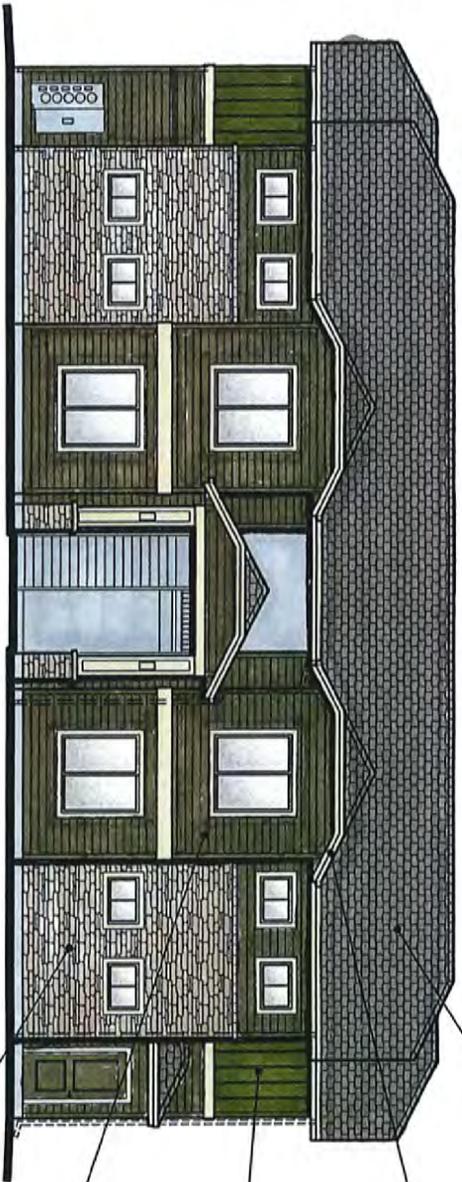
MATERIAL: PAINTED HARDBOARD LIP SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW6151 QUIVER TAN



MATERIAL: STONE VENEER
MANUFACTURER: BOPAL CULTURED STONE
COLOR: COUNTRY LEDGESTONE ASPEN

KELLEHER 4-PLEXES

COLOR PALLET D



TYPICAL ELEVATION

SCALE: 1/8" = 1'-0"



MATERIAL: ASPHALT SHINGLE ROOF
MANUFACTURER: GAF TIMBERLINE NATURAL SHADOW
COLOR: BARKWOOD



MATERIAL: HARBOARD FASCIA, HARBOARD SOFTI, CORBELS, PREFINISHED METAL GUTTER & DOWNSPOUTS, PAINTED HARBOARD DOOR & WINDOW TRIM, PAINTED HARBOARD BELLY BANDS
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW6148 WOOL SKEN



MATERIAL: PAINTED HARBOARD BOARD & BATTEN SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW7737 MEADOW TRAIL



MATERIAL: PAINTED HARBOARD LP SIDING
MANUFACTURER: SHERWIN WILLIAMS
COLOR: SW7034 STATUS BRONZE



MATERIAL: STONE VENEER
MANUFACTURER: BORNAL CULTURED STONE
COLOR: COUNTRY LEDGESTONE ASPEN





Consistent with LEED® goals
& Green Globes™ criteria
for light pollution reduction

LuxMaster® Series 53

Area Lighting
70-150W HPS

PRODUCT OVERVIEW

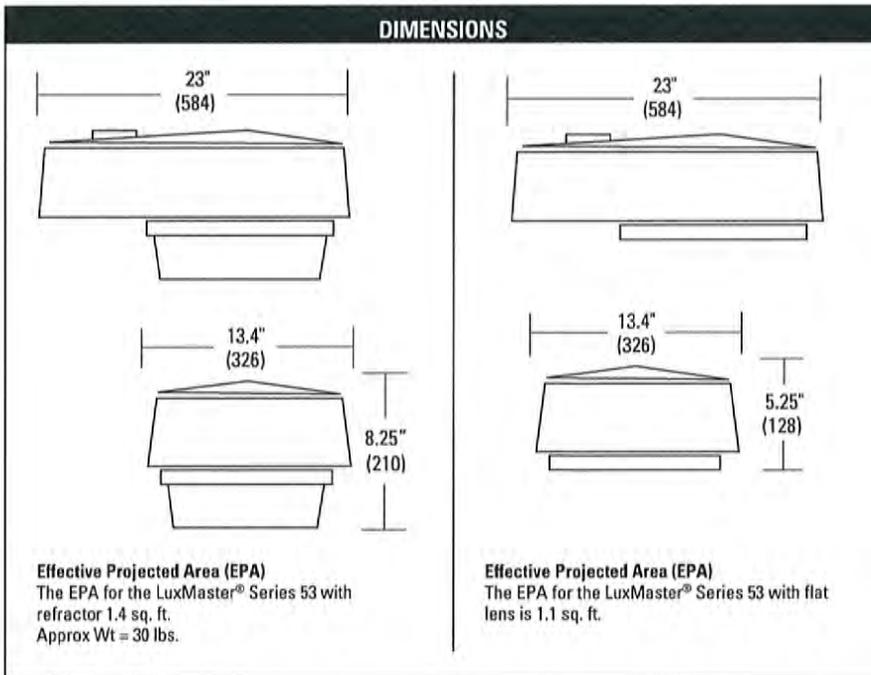


Features:

- Durable die-cast aluminum housing for long-life performance
- Optical assembly designed for maximum performance
- Removable ballast tray electrical system for installation and maintenance ease
- "Breathing Seal" developed by American Electric prevents contaminants from entering optical assembly for maximum efficiency
- Optics available in flat tempered glass, drop acrylic and drop polycarbonate
- Available in a variety of IES light distributions patterns and cutoff classifications
- Standard product is designed to mount to pipe mast arm. Direct pole mount arms are available
- All electrical components warranted by American Electric Lighting's 6-year guarantee
- UL Listed
- Mogul base, E39, socket standard
- Suitable for -30°C MH / -40°C HPS
- Complies with ANSI: C136.2, C136.10, C136.14, C136.15

Applications:

- Parking lots
- Roadways
- Residential communities
- Commercial environments
- Office communities



PREFERRED SELECTION CATALOG NUMBERS
53 10S CA MT1 R2 DA
53 15S CA MT1 R2 FG
53 10S RH 120 R3 FG



LuxMaster® Series 53

Area Lighting

70-150W HPS

ORDERING INFORMATION

Example: 53 15S CA MT1 R3 FG LC PC

Series	Wattage / Source		Ballast	Voltage	Distribution
53 LuxMaster Shoebox	07 70W	S HPS	RN Reactor Normal Power Factor	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	R2 Roadway Type II R3 Roadway Type III <i>Refer to optical matrix below for compatibility</i>
	10 100W		RH Reactor High Power Factor	MT1 Multi-tap Wired 120V MT2 Multi-tap Wired 240V MT7 Multi-tap Wired 277V TT3 Tri-tap Wired 347V	
	15 150W		XN High Reactance / Lag Normal Power Factor	DT2 Dual Tap 120/240 Wired 240V DT4 Dual Tap 240/480 Wired 480V	
	17 175W		XH High Reactance / Lag High Power Factor		
			CA CWA Auto Reg MR Mag Reg (3 coil) CT CWI SC SCWA		

Optics
DA Drop Acrylic Prismatic Refractor
DP Drop Polycarbonate Prismatic Refractor
FG Flat Glass Clear Tempered ¹

Options

Mounting

(blank) Internal fitter (1-1/4")
M2 Internal fitter (pre-set 2")

Paint ²

(blank) Bronze (standard)
BK Black
DDB Dark Bronze
GY Gray
WH White

Terminal Block

(blank) Terminal Block (standard)
T2 Wired to L1 & L2 Positions
T3 3 Wire Operation (L1, N, L2 Position)

Fusing ³

SF Single Fuse (120, 277, 347V)
DF Double Fuse (208, 220, 240, 480V)

Photocontrol Receptacle

(blank) NEMA Photocontrol Receptacle (standard)
NR No Photocontrol Receptacle ⁴

Lamp

LC Lamp Included, Clear
LD Lamp Included, Deluxe

Starter

(blank) Open Board (standard)
EC Encapsulated Plug-in
OP Open Plug-in
PS Protected/Auto Shutoff ⁵

Listing

(blank) UL Listed (standard)
CS CSA Certified
XL No Listing

Misc.

PC Photocontrol Included per Voltage Specified ⁴
SS Stainless Steel Fasteners (external)
HS House Side Shield
LA Lightning Arrestor (Void UL/CSA Listed Options)
SH Shorting Cap ⁴
HK Hinge Keeper
NL NEMA Label on Housing

Notes:

1. Nighttime Friendly™ optic
2. Other colors available, please contact your local American Electric Lighting representative
3. Voids UL/CSA Certified Options and not available in MT, TT, and DT voltages
4. PC and SH not available with NR option
5. Limited availability, please contact your local American Electric Lighting representative

Optic Distribution

	R2 DA	R3 DA	R2 DP	R3 DP	R2 FG	R3 FG
07S	▲	▲	▲	▲	▲	▲
10S	▲	▲	▲	▲	▲	▲
15S	▲	▲	▲	▲	▲	▲



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www.americanelectricalighting.com
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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomResources/Terms_and_conditions.aspx
Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

BALLAST MATRIX

LuxMaster® Series 53

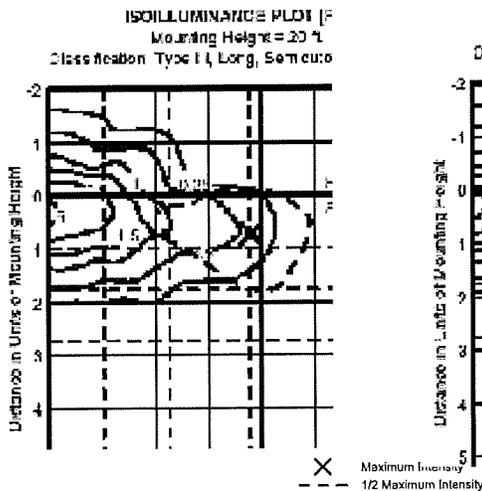
Watts	120	208	240	277	347	480	DT2
07S	CA,CT,MR,RH,RN	CA,CT,MR,XH,XN	CA,CT,MR,XH,XN	CA,XH,XN	CA,CT,XH,XN	XH	CA,CT,MR,XH,XN
10S	CA,CT,MR,RH,RN	CA,CT,MR,RH,RN	CA,CT,MR,RH,RN	CA,XH,XN	XH,XN	CA	CA,CT,MR,XH,XN
15S	CA,CT,RN,RH	CA,CT,XH,XN	CA,CT,XH,XN	CA,XH,XN	CA	CA	CA,CT,XH,XN

LuxMaster® Series 53 continued

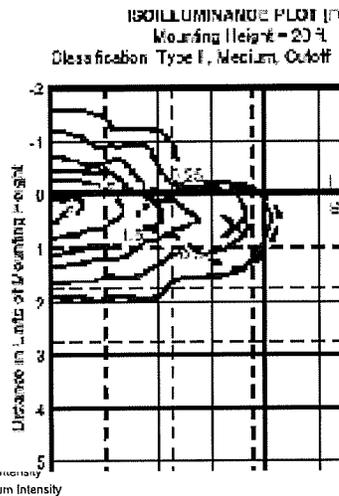
Watts	MT1	MT2	MT7	TT3
07S	CA,XN,XH	CA,XN,XH	CA,XN,XH	XN,XH
10S	CA,XN,XH	CA,XN,XH	CA,XN,XH	XN,XH
15S	CA,XH,XN	CA,XN,XH	CA,XN,XH	XH,XN

PHOTOMETRICS

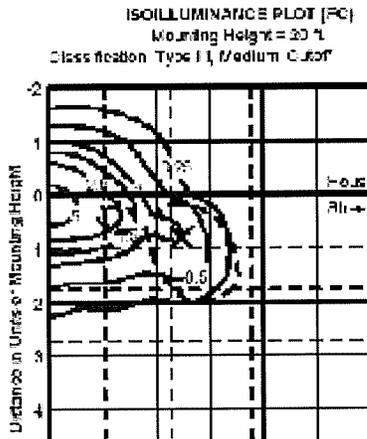
53 15S R3 DP



53 15S R2 DA



53 15S R3 FG



53 15S R2 FG

