

3-25-2016

# Crossroads Neighborhood Ass'n v. Erickson Clerk's Record Dckt. 44075

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## Recommended Citation

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IN THE SUPREME COURT OF THE STATE OF IDAHO

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Supreme Court Case No. 44075

Plaintiff-Respondent,

vs.

RICK A. ERICKSON,

Defendant-Appellant.

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the Fourth Judicial District, in and for the County of Ada.

HONORABLE PATRICIA YOUNG

RICK A. ERICKSON, PRO SE

BRINDEE L. COLLINS

ATTORNEY FOR APPELLANT

ATTORNEY FOR RESPONDENT

BOISE, IDAHO

BOISE, IDAHO

## Crossroads Neighborhood Association Inc vs. Rick A Erickson

Date	Code	User		Judge
8/28/2013	NCOC	CCSCOTDL	New Case Filed - Other Claims	Patricia Young
	COMP	CCSCOTDL	Complaint Filed	Patricia Young
	SMFI	CCSCOTDL	Summons Filed	Patricia Young
3/7/2014	MOTN	CCREIDMA	Motion For And Affidavit in Support of Service by Publication	Patricia Young
	MISC	CCREIDMA	Declaration of Re: Diligence	Patricia Young
3/18/2014	OPUB	CCNELSRF	Order for Service by Publication	Patricia Young
3/24/2014	CERT	CCOSBODK	Certificate Of Mailing	Patricia Young
4/22/2014	PPUB	CCMCLAPM	Proof Of Publication	Patricia Young
5/6/2014	MOTN	CCTHIEKJ	Motion to Waive Filing Fees	Patricia Young
5/7/2014	NOHG	CCMCLAPM	Request for Hearing RE: Motion to Waive Filing Fees	Patricia Young
5/27/2014	NOHG	CCMARTJD	Notice Of Hearing re Moton to Waive Filing Fees (6.10.14@3:30pm)	Patricia Young
	HRSC	CCMARTJD	Hearing Scheduled (Motion 06/10/2014 03:30 PM) Motion to Waive Fees	Patricia Young
6/10/2014	MOTN	CCPRICDL	Plaintiffs Notice of Non-Opposition to Defendants Motion to Waive Filing Fees	Patricia Young
	CERT	CCPRICDL	Certificate Of Mailing	Patricia Young
	HRHD	CCPRICDL	Hearing result for Motion scheduled on 06/10/2014 03:30 PM: Hearing Held Motion to Waive Fees	Patricia Young
	ORDR	CCPRICDL	Order Granting Fee Waiver - Defendant has 20 days to file an answer to the claim	Patricia Young
	NOTC	CCPRICDL	Special Appearance - Notice of Appearance - Rick Erickson	Patricia Young
	MISC	CCPRICDL	Special Appearance - Motion to Vacate Order of Service by Publication	Patricia Young
	MISC	CCPRICDL	Special Appearance - Motion to Strike Affidavit of Service by Publication	Patricia Young
6/18/2014	OPPO	CCMARTJD	Opposition to Motion to Vacate Order of Service by Publication and Motion to Strike Affidavit of Service by Publication	Patricia Young
6/26/2014	NOHG	CCHOLMEE	Notice Of Hearing 7.9.14@1130AM	Patricia Young
	HRSC	CCHOLMEE	Hearing Scheduled (Motion 07/09/2014 11:30 AM) to Vacate Order for Service & Motion to Strike Affidavit	Patricia Young
6/30/2014	MOTN	CCTHIEKJ	Motion for Payment of Costs in Previous Action	Patricia Young
	MOTN	CCTHIEKJ	Motion for Stay of Proceedings	Patricia Young
7/7/2014	MOTN	TCMEREKV	Motion To Strike Declaration Of Diligence	Patricia Young
	MOTN	TCMEREKV	Motion For Continuance	Patricia Young

## Crossroads Neighborhood Association Inc vs. Rick A Erickson

Date	Code	User	Judge
7/9/2014	HRHD	CCPRICDL	Hearing result for Motion scheduled on 07/09/2014 11:30 AM: Hearing Held to Vacate Order for Service & Motion to Strike Affidavit Patricia Young
7/10/2014	NOTC	CCPRICDL	Notice of Intent to File Default Judgment Patricia Young
7/16/2014	MOTN	TCLAFFSD	Special Appearance - Motion For Order Requiring Good Faith Meeting Patricia Young
	MOTN	TCLAFFSD	Special Appearance - Motion For More Definite Statement Patricia Young
7/18/2014	MOTD	TCLAFFSD	Special Appearance - Motion To Dismiss Patricia Young
7/22/2014	ORDR	CCPRICDL	Order Denying Motion to Strike Declaration of Diligence and Motion for Continuance Patricia Young
	ORDR	CCPRICDL	Order Denying Motion to Strike affidavit of Service by Publication and Motion to Vacate order of service by publication Patricia Young
	ORDR	CCPRICDL	Order Denying Motion for Payment of Costs in Previous Action and Motion to Stay Proceedings Patricia Young
	CERT	CCPRICDL	Certificate Of Mailing Patricia Young
7/23/2014	MOTN	CCGARCOS	Plaintiff's Motion and Memorandum for Order of Default and Judgment Against Defendants Patricia Young
	AFFD	CCGARCOS	Affidavit of Brindee L. Probst in Support of Default Judgment Patricia Young
7/28/2014	DEFJ	CCPRICDL	DEFAULT JUDGMENT \$2100.36 Patricia Young
	ORDD	CCPRICDL	Order For Default Patricia Young
	STAT	CCPRICDL	STATUS CHANGED: Closed Patricia Young
	CDIS	CCPRICDL	Civil Disposition entered for: Erickson, Rick A, Defendant; Crossroads Neighborhood Association Inc, Plaintiff. Filing date: 7/28/2014 Patricia Young
8/7/2014	MOTN	CCVIDASL	Special Appearance Motion to Vacate Default Judgment Patricia Young
	NOHG	CCVIDASL	Special Appearance Notice Of Hearing Re Motion for Payment of Costs in Previous Action and Motion to Strike Declaration of Dilligence (10.01.14 @ 11:00 AM) Patricia Young
	NOHG	CCVIDASL	Special Appearance Notice Of Hearing Re Motion for Order Requiring Good Faith Meeting Motion for More Definite Statement Motion to Dismiss (10.01.14 @ 11:00 AM) Patricia Young
	HRSC	CCVIDASL	Hearing Scheduled (Motion 10/01/2014 11:00 AM) Motion for Payment of Costs in Previous Action Motion to Strike Declaration of Diligence Motion for Order Requiring Good Faith Meeting Motion for More Definite Statement and Motion to Dismiss Patricia Young
	STAT	CCVIDASL	STATUS CHANGED: Closed pending clerk action Patricia Young
9/8/2014	APDC	CCBARRSA	Appeal Filed In District Court Patricia Young

## Crossroads Neighborhood Association Inc vs. Rick A Erickson

Date	Code	User	Judge
9/8/2014	CAAP	CCBARRSA	Case Appealed: Patricia Young
	STAT	CCBARRSA	STATUS CHANGED: Reopened Patricia Young
	CHGA	CCBARRSA	Judge Change: Administrative Gerald Schroeder
	NOTR	CCBARRSA	Notice Of Reassignment Gerald Schroeder
9/12/2014	ORDR	CCNELSRF	Order Governing Procedure on Appeal Gerald Schroeder
	ESTM	DCNIXONR	Estimate Of Transcript Cost Gerald Schroeder
9/22/2014	NOTC	CCMCLAPM	Amended Notice of Appeal Gerald Schroeder
9/26/2014	ORDR	CCNELSRF	Conditional Order Dismissing Appeal Gerald Schroeder
10/1/2014	HRHD	CCPRICDL	Hearing result for Motion scheduled on 10/01/2014 11:00 AM: Hearing Held Motion for Payment of Costs in Previous Action Motion to Strike Declaration of Diligence Motion for Order Requiring Good Faith Meeting Motion for More Definite Statement and Motion to Dismiss Patricia Young
10/9/2014	NOTC	DCNIXONR	Notice of Payment of Estimate Cost of Appeal Transcript Patricia Young
10/15/2014	ORDS	CCNELSRF	Order Dismissing Appeal Gerald Schroeder
	RMDC	CCNELSRF	Remanded From District Court Gerald Schroeder
	CHRM	CCNELSRF	Change Assigned Judge: Remanded Patricia Young
	RMAN	CCNELSRF	Remanded Patricia Young
	STAT	CCNELSRF	STATUS CHANGED: closed Patricia Young
10/24/2014	MOTN	TCMEREKV	Motion To Vacate Conditional Order Dismissing Appeal Patricia Young
	MOTN	TCMEREKV	Motion To Vacate Order Dismissing Appeal Patricia Young
10/30/2014	ORDR	CCNELSRF	Order Reinstating Appeal Gerald Schroeder
	ORDR	CCNELSRF	Amended Order Governing Proceedure on Appeal Gerald Schroeder
	CHRE	CCNELSRF	Change Assigned Judge: Reassignment Gerald Schroeder
	NOTR	CCNELSRF	Notice Of Reassignment Gerald Schroeder
11/5/2014	HRSC	CCNELSRF	Hearing Scheduled (Motion 12/18/2014 01:30 PM) and Objection Gerald Schroeder
	STAT	CCNELSRF	STATUS CHANGED: Closed pending clerk action Gerald Schroeder
		CCNELSRF	Notice of Hearing 12/18 @ 1:30 pm Gerald Schroeder
12/4/2014	MOTN	CCGARCOS	Motion and Memorandum for Order Setting Aside Appeal Gerald Schroeder
12/8/2014	MOTN	CCRADTER	Motion and Memorandum for Order Setting Aside Appeal Gerald Schroeder
12/12/2014	AMEN	CCVIDASL	Amended Notice of Appeal Gerald Schroeder

## Crossroads Neighborhood Association Inc vs. Rick A Erickson

Date	Code	User	Judge	
12/18/2014	DCHH	CCNELSRF	Hearing result for Motion scheduled on 12/18/2014 01:30 PM: District Court Hearing Held Court Reporter: Vanessa Gosney Number of Transcript Pages for this hearing estimated: 50, and Objection	Gerald Schroeder
	ORDR	CCNELSRF	Order to Stay Pending Appeal (30 days)	Gerald Schroeder
12/19/2014	REQU	TCLAFFSD	Special Appearance -- Request For Production (Erickson - Pro Se)	Gerald Schroeder
12/24/2014	NOTH	CCRADTER	Special Appearance -- Notice Of Hearing	Gerald Schroeder
	HRSC	CCRADTER	Hearing Scheduled (Motion 01/21/2015 03:00 PM) Special Appearance -- Motion to Vacate Default Judgment	Gerald Schroeder
1/15/2015	MOTN	CCRADTER	Motion for Protective Order and Supporting Memorandum	Gerald Schroeder
	MEMO	CCRADTER	Plaintiff's Memorandum in Opposition to Defendant's Motion to Vacate Default Judgment	Gerald Schroeder
1/21/2015	MEMO	CCHOLDKJ	Memorandum Regarding Meritorious Defense	Gerald Schroeder
	MEMO	CCHOLDKJ	Memorandum in Support of Motion to Vacate Default Judgment	Gerald Schroeder
	HRHD	CCPRICDL	Hearing result for Motion scheduled on 01/21/2015 03:00 PM: Hearing Held Special Appearance -- Motion to Vacate Default Judgment	Patricia Young
1/22/2015	MISC	TCMEREKV	Special Appearance--- Second Motion To Vacate Default Judgment	Gerald Schroeder
1/26/2015	NOTC	TCMEREKV	Notice Of General Appearance	Gerald Schroeder
	ANSW	TCMEREKV	Answer And Counterclaim (Rick Erickson Pro-se)	Gerald Schroeder
1/28/2015	MOTN	CCWEEKKG	Third Motion to Vacate Default Judgment	Gerald Schroeder
	AFFD	CCWEEKKG	Affidavit Detailing Plaintiff Fraud	Gerald Schroeder
2/3/2015	ORDN	CCNELSRF	Order Denying Motion for More Definite Statement	Gerald Schroeder
	ORDN	CCNELSRF	Order Denying Motion to Vacate Default Judgment	Gerald Schroeder
	CERT	CCNELSRF	Certificate Of Mailing	Gerald Schroeder
2/6/2015	MOTN	CCHOLDKJ	Motion to Strike and Supporting Memorandum	Gerald Schroeder
2/10/2015	ORDR	CCNELSRF	Order to Strike	Gerald Schroeder
2/12/2015	ORDS	CCNELSRF	Order Dismissing Appeal	Gerald Schroeder
	RMDC	CCNELSRF	Remanded From District Court	Gerald Schroeder
	CHRM	CCNELSRF	Change Assigned Judge: Remanded	Patricia Young
	RMAN	CCNELSRF	Remanded	Patricia Young
	STAT	CCNELSRF	STATUS CHANGED: closed	Patricia Young
2/20/2015	MOTN	CCGARCOS	Motion to Vacate	Patricia Young
	CERS	CCGARCOS	Certificate Of Service	Patricia Young

## Crossroads Neighborhood Association Inc vs. Rick A Erickson

Date	Code	User		Judge
2/23/2015	AMEN	CCHEATJL	Amended Motion To Vacate Order To Strike	Patricia Young
3/5/2015	NOTC	CCHOLDKJ	Notice of Withdrawal of Objections of Court-Ordered Transcript	Patricia Young
	PETN	CCRADTER	Petition for Rehearing	Patricia Young
3/19/2015	MEMO	CCGARCOS	Memorandum in Support of Petition for Hearing	Patricia Young
3/31/2015	ORDR	CCPRICDL	Order Denying Defendants Motions	Patricia Young
4/6/2015	MOTN	CCRADTER	Motion to Initiate Contempt Proceedings	Patricia Young
	AFNC	CCRADTER	Affidavit of Non-Compliance	Patricia Young
7/28/2015	NOTC	CCMARTJD	Notice of Arraignment Hearing (8.12.15@10:30am)	Patricia Young
	HRSC	CCMARTJD	Hearing Scheduled (Arraignment 08/12/2015 10:30 AM)	Patricia Young
	STAT	CCMARTJD	STATUS CHANGED: Closed pending clerk action	Patricia Young
8/12/2015	HRVC	CCPRICDL	Hearing result for Arraignment scheduled on 08/12/2015 10:30 AM: Hearing Vacated	Howard Smyser
9/18/2015	AFFD	CCBUTTAR	Affidavit of Noncompliance	Patricia Young
	AFFD	CCBUTTAR	Affidavit and Petition for Writ of Assistance and Execution	Patricia Young
	REQU	TCLAFFSD	Request For Ruling On Petition For Rehearing	Patricia Young
9/30/2015	EXAC	CCBOYDR	Execution Issued - Ada Co.	Patricia Young
10/2/2015	MOTN	CCGRANTR	Motion to Stay Writ of Execution and Writ of Assistance	Patricia Young
	ORDR	CCMYERHK	Order Denying Stay	Patricia Young
	STAT	CCMYERHK	STATUS CHANGED: closed	Patricia Young
10/6/2015	AFFD	CCMYERHK	Affidavit Refuting Non-Compliance	Patricia Young
	MOTN	CCMYERHK	Motion To District Court To Stay Writ of Execution And Writ of Assistance	Patricia Young
10/8/2015	ORDR	CCNELSRF	Order To Stay Writ of Execution and Writ of Assistance	Gerald Schroeder
11/12/2015	HRSC	CCNELSRF	Hearing Scheduled (Petition 11/19/2015 03:00 PM) Petition for Rehearing	Patricia Young
	STAT	CCNELSRF	STATUS CHANGED: Closed pending clerk action	Patricia Young
		CCNELSRF	Notice of Hearing 11/19/15 @ 3 pm	Patricia Young
11/17/2015	MOTN	CCVIDASL	Motion to Vacate Hearing	Patricia Young
11/19/2015	DCHH	CCNELSRF	Hearing result for Petition scheduled on 11/19/2015 03:00 PM: District Court Hearing Held Court Reporter: Christie Valcich Number of Transcript Pages for this hearing estimated: less than 100	Gerald Schroeder
11/20/2015	ORDR	CCNELSRF	Amended Order Governing Procedure on Appeal	Gerald Schroeder 000006

## Crossroads Neighborhood Association Inc vs. Rick A Erickson

Date	Code	User		Judge
11/20/2015	HRSC	CCNELSRF	Hearing Scheduled (Oral Argument on Appeal 02/18/2016 01:30 PM)	Gerald Schroeder
11/24/2015	REQU	CCMYERHK	Request For Transcript	Gerald Schroeder
12/21/2015	ORDR	CCNELSRF	Order to Lift Stay and Reinstate Appeal	Gerald Schroeder
12/29/2015	MOTN	CCBARRSA	Motion to Dismiss Appeal	Gerald Schroeder
1/4/2016	HRVC	CCNELSRF	Hearing result for Oral Argument on Appeal scheduled on 02/18/2016 01:30 PM: Hearing Vacated	Gerald Schroeder
	ORDR	CCNELSRF	Order Dismissing Appeal	Gerald Schroeder
	RMDC	CCNELSRF	Remanded From District Court	Gerald Schroeder
	CHRM	CCNELSRF	Change Assigned Judge: Remanded	Patricia Young
	RMAN	CCNELSRF	Remanded	Patricia Young
	STAT	CCNELSRF	STATUS CHANGED: closed	Patricia Young
	MOTN	TCHEISLA	Motion to Dismiss Appeal	Patricia Young
1/8/2016	ORDR	CCNELSRF	Order to Dismiss (Appeal Dismissed w/ Prej)	Patricia Young
1/25/2016	PETN	TCLAFFSD	Petition For Rehearing	Patricia Young
2/8/2016	AFNC	CCATKIFT	Affidavit of Non-Compliance	Patricia Young
	AFLW	CCATKIFT	Affidavit of Lost Writ	Patricia Young
	AFFD	CCATKIFT	Affidavit and Petition for Writ of Assistance and Execution	Patricia Young
	MEMO	TCLAFFSD	Memorandum In Support of Petition For Rehearing	Patricia Young
2/11/2016	EXAC	CCNELSRF	Execution Issued - Ada Co.	Patricia Young
2/12/2016	ORDN	CCNELSRF	Order Denying Petition for Rehearing	Gerald Schroeder
3/24/2016	MOTN	TCLAFFSD	Motion To Compel	Patricia Young
	AFFD	CCTAYLSA	Affidavit Of Plaintiffs Repeated Failure To Serve Plaintiff Filings	Patricia Young
3/25/2016	APSC	CCWATSCL	Appealed To The Supreme Court	Patricia Young
	NOTA	TCWEGEKE	NOTICE OF APPEAL	Patricia Young
5/9/2016	NOTC	TCSIMOSL	Notice of Transcript Lodged - Supreme Court No. 44075	Patricia Young



JUL 28 2014

CHRISTOPHER D. RICH, Clerk  
By DEIRDRE PRICE  
DEPUTY

Brindee L. Probst  
**VIAL FOTHERINGHAM LLP**  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713  
Telephone: (208)629-4567  
Facsimile: (208)392-1400  
ISB# 9216

**Attorneys for Plaintiff**

---

**IN THE FORUTH JUDICIAL DISTRICT COURT OF ADA COUNTY  
STATE OF IDAHO**

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff,

v.

RICK A. ERICKSON

Defendant.

**DEFAULT JUDGMENT**

Civil No. CV OC 13 15568

Judge: Patricia G. Young

After reviewing the Motion of Plaintiff, supporting affidavits, and the records and files herein, the Court has found that Defendant Rick A Erickson ("Defendants") was duly served with Summons and Complaint more than 20 days ago, and that Defendants were not at the time of service, nor are Defendants now, in the military service of the United States, nor a minor, incompetent or incapacitated person(s). The Court has entered an Order of Default against Defendant and found generally in favor of Plaintiff Crossroads Neighborhood Association, Inc., and against Defendant on Plaintiff's Complaint. The Court has reviewed all relevant facts and law before it.

**NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED** that Plaintiff have judgment against Defendant Rick A Erickson, jointly and severally, as follows:

\$2,100.36                      Attorney's fees and costs incurred in litigation. \$1,785.00  
of this is Attorney Fees. \$315.36 of these costs are for filing  
and process server fees.

**TOTAL JUDGMENT: \$2,100.36**

with interest on the total judgment at the statutory rate from the date of this judgment until paid, plus after-accruing costs. Plaintiff is further entitled to all relief requested in the Complaint and an order from this Court that Defendant cease and desist his offending behavior by bringing his property into compliance with the Uniform Amended Declaration of Covenants, Conditions, and Restrictions for Crossroads Subdivision Nos. 1-7" as more fully outlined in the Complaint.

IT IS FURTHER ORDERED that this judgment may be augmented in the amount of reasonable costs and attorney fees expended in collection of said judgment by execution or otherwise shall be established by affidavit.

DATED:

*July 28, 2014*

*Patricia G Young*  
\_\_\_\_\_  
The Court

SEP 12 2014

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION INC,

Plaintiff/Respondent,

vs.

RICK A. ERICKSON,

Defendant/Appellant.

Case No. CV-OC-13-15568

ORDER GOVERNING  
PROCEDURE ON APPEAL

Notice of Appeal having been filed herein, and it appearing that a transcript of all the testimony of the original trial or hearing is required by Appellant to resolve the issues on appeal:

It is ORDERED:

- 1) That Appellant shall order and pay for the estimated cost of the transcript within 14 days after the filing of the notice of appeal.
- 2) That Appellant's brief shall be filed and served within 35 days of the date of the notice of the filing of the transcript.
- 3) That Respondent's brief shall be filed and served within 28 days after service of appellant's brief.
- 4) That Appellant's reply brief, if any, shall be filed and served within 21 days after service of respondent's brief.

5) That either party may notice the matter for oral argument in writing after all briefs are filed, and that if within fourteen (14) days after the final brief is filed, neither party does so notice for oral argument, the Court may deem oral argument waived and decide the case on the briefs and the record.

Dated this 12 day of September, 2014.

A handwritten signature in black ink, appearing to read "Gerald F. Schroeder", written in a cursive style.

---

GERALD F. SCHROEDER  
Senior District Judge

CERTIFICATE OF MAILING

I hereby certify that on this 12 day of September, 2014. I mailed (served) a true and correct copy of the within instrument to:

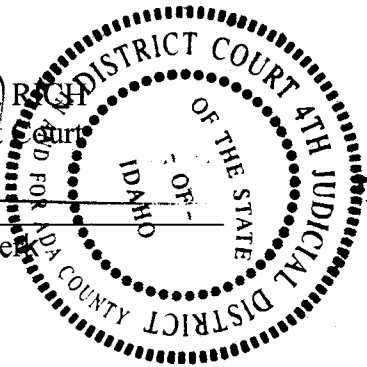
RICK A ERICKSON  
3626 EAST PRESIDENTIAL DRIVE  
MERIDIAN ID 83642

JEREMY O EVANS  
BRINDEE L. PROBST  
ATTORNEY AT LAW  
12828 LASALLE DRIVE SUITE 101  
BOISE ID 83713

ADA COUNTY TRANSCRIPTS DEPARTMENT  
VIA: INTERDEPARTMENTAL MAIL

CHRISTOPHER D. RUGH  
Clerk of the District Court

By: *RML*  
Deputy Court Clerk



SEP 22 2014

CHRISTOPHER D. RICH, Clerk  
By PATRICK McLAUGHLIN  
DEPUTY

Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

Appellant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD ASSOC., INC.	)	
	)	
Respondent, Plaintiff,	)	Case No. <u>CV OC 13 15568</u>
v.	)	
	)	SPECIAL APPEARANCE---
RICK ERICKSON,	)	
Appellant, Defendant.	)	AMENDED NOTICE OF APPEAL
_____	)	

STATEMENT OF ISSUES ON APPEAL

The Appellant intends to assert a number of issues on appeal, including, but not limited to, the following:

- (a) the Magistrate Court lacks personal jurisdiction over the Defendant;
- (b) insufficiency of service of process exists in the case;
- (c) insufficient process exists in the case;
- (d) a number of the Defendant's motions, including those pertaining to I.R.C.P. Rule 12 (b), remain outstanding and unaddressed by the Magistrate Court; they have not been ruled upon, nor has due process regarding them been provided to the Defendant;
- (e) due process has been denied the Defendant in many additional instances;
- (f) the Plaintiff has not paid the Defendant the costs of previous litigation whose issues also encompass the present matter; the present case should not have been allowed to proceed;
- (g) the matter of the costs of previous litigation has not yet been properly heard by the Court;
- (h) the Magistrate Court has not allowed briefs, evidence, hearings, and oral arguments to be presented and provided by the Defendant on a number of the Defendant's motions;
- (i) the Defendant has timely filed a response to the Plaintiff's complaint;

Pr

- (j) the Defendant's right to a further pleading has not been provided by the Court;
- (k) the Plaintiff has not provided a more definite statement of the complaint, as requested by the Defendant;
- (l) both the Magistrate Court's and Plaintiff's inaction regarding the Defendant's request for a more definite statement prevent a further pleading by the Defendant;
- (m) the matter of a Default Judgment is entirely premature, no basis for jumping to it exists;
- (n) the Default Judgment itself is so vague and ambiguous (similarly to the Plaintiff's complaint from the beginning) as to render it inactionable, unenforceable, null, and void;
- (o) to even begin to approach any understanding of what action or condition would satisfy the Default Judgment would require the same or more litigation, finding of facts, etc., as to try the original case on the merits;
- (p) the Defendant was not waived his rights to further pleading nor his right to have the case heard on the merits should all prior, timely-filed, and currently outstanding motions pertaining to I.R.C.P. Rule 12 (b) and other defenses be potentially decided against him at some point in the future;
- (q) the Defendant has not waived his rights to file counterclaims or cross-claims in this action--- however, the Court's error in issuing a Default Judgment prevents this;
- (r) the Default Judgment is entirely premature, and no basis exists for the Court's action;

The Appellant reserves the right to add additional issues on appeal and to revise or re-state the issues set forth above.

Date: September 22, 2014


  
\_\_\_\_\_  
Appellant

CERTIFICATE OF MAILING

I hereby certify a true and correct copy of the "Special Appearance---Amended Notice of Appeal," was mailed by first-class mail on September 22, 2014, to Brindee Probst, Attorney for Plaintiff, at the address below.

Brindee Probst  
Vial Fotheringham LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713

Date: September 22, 2014

  
\_\_\_\_\_  
Appellant



SEP 26 2014

CHRISTOPHER D. RICH, Clerk  
By: RICH NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOC., INC.,

Plaintiff/Respondent,

vs.

RICK ERICKSON,

Defendant/Appellant.

Case No. CV-OC-13-15568

**CONDITIONAL ORDER  
DISMISSING APPEAL**

It appearing to the Court upon a review of the record in the above-entitled action that an Estimated Cost of Appeal Transcript dated September 11<sup>th</sup>, 2014 was mailed to Defendant/Appellant requiring payment of the estimated transcript fee within fourteen (14) days after the filing of the Notice of Appeal. The time for making said payment has now expired;

IT IS HEREBY ORDERED, That the appeal in the action be and the same is hereby dismissed fourteen (14) days from the filing date of this order, unless on or before that date the appellant takes the necessary steps to furnish payment for the transcript.

Dated this 26<sup>th</sup> day of September, 2014.

  
GERALD F. SCHROEDER  
Senior District Judge


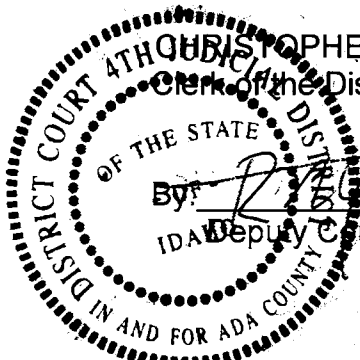
CERTIFICATE OF MAILING

I hereby certify that on this 26 day of September, 2014, I mailed a true and correct copy of the within instrument to:

RICK ERICKSON  
3626 E PRESIDENTIAL DR  
MERIDIAN ID 83642

BRINDEE L. PROBST  
ATTORNEY AT LAW  
12828 W. LASALLE ST., STE. #101  
BOI SE ID 83713

ADA COUNTY TRANSCRIPTS DEPT  
VIA INTERDEPARTMENTAL MAIL

CHRISTOPHER D. RICH  
Clerk of the District Court  
By:   
IDA Deputy Court Clerk  


OCT 09 2014

CHRISTOPHER D. RICH Clerk  
By RAE ANN NIXON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NIEBORHOOD ASSOC. INC., )

Plaintiff/Respondent, )

vs. )

RICK ERICKSON, )

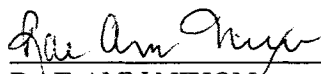
Defendant/Appellant. )

) Case No. CVOC-2013-15568  
) NOTICE OF PAYMENT OF ESTIMATED  
) COST OF APPEAL TRANSCRIPT  
)  
)  
)

I hereby certify that the estimated cost of transcript in the above-entitled matter has been paid to the court on October 9, 2014.

Said transcript will be filed with the Clerk of the District Court on or before thirty-five (35) days from date of this notice.

Dated this 9<sup>TH</sup> day of October, 2014.

  
\_\_\_\_\_  
RAE ANN NIXON  
Ada County Transcript Coordinator

NOTICE OF PAYMENT OF APPEAL TRANSCRIPT

*W*

OCT 15 2014

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOC., INC.,

Plaintiff/Respondent,

vs.

RICK ERICKSON,

Defendant/Appellant.


Case No. CV-OC-13-15568

**ORDER DISMISSING APPEAL**

Pursuant to the Conditional Order Dismissing Appeal dated September 26, 2014,  
for failure to pay the transcript fee required by Rule 83(k)(1) I.R.C.P., and the appellant  
having failed to meet the requirements mandated by that order;

IT IS HEREBY ORDERED the appeal in the above entitled matter is DISMISSED.

Dated this 15 day of October, 2014.

  
GERALD F. SHROEDER  
Sr. District Judge

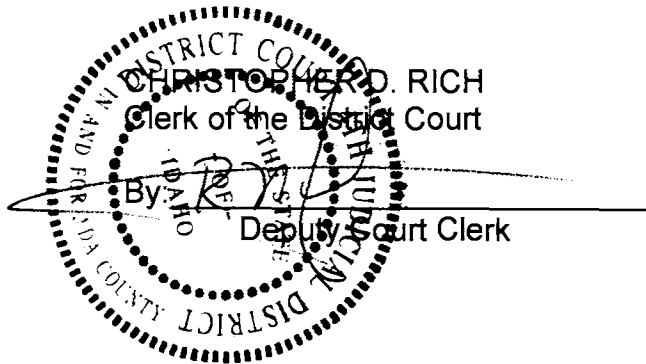
CERTIFICATE OF MAILING

I hereby certify that on this 15 day of October, 2014, I mailed a true and correct copy of the within instrument to:

RICK A ERICKSON  
3626 EAST PRESIDENTIAL DRIVE  
MERIDIAN ID 83642

JEREMY O EVANS  
BRINDEE L PROBST  
ATTORNEY AT LAW  
12828 W LASALLE ST SUITE 101  
BOISE ID 83713

ADA COUNTY TRANSCRIPTS DEPARTMENT  
VIA: INTERDEPARTMENTAL MAIL



OCT 30 2014

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION INC.,

Plaintiff/Respondent,

vs.

RICK A. ERICKSON,

Defendant/Appellant.


Case No. CV-OC-13-15568

**ORDER REINSTATING APPEAL**

Based upon the appellant paying for their transcripts on October 9, 2014, this court will reinstate the appeal.

IT IS SO ORDERED.

Dated this 29 day of October, 2014.

  
GERALD F. SCHROEDER  
Sr. District Judge

CERTIFICATE OF MAILING

I hereby certify that on this 30 day of October, 2014, I mailed (served) a true and correct copy of the within instrument to:

RICK A. ERICKSON  
3626 E PRESIDENTIAL DR  
MERIDIAN ID 83642

JEREMY O. EVANS  
BRINDEE L. PROBST  
ATTORNEY AT LAW  
12828 W LASALLE ST. STE., 101  
BOISE ID 83713

ADA COUNTY TRANSCRIPTS DEPARTMENT  
VIA: INTERDEPARTMENTAL MAIL

CHRISTOPHER D. RICH  
Clerk of the District Court  
- OF -  
IDAHO  
Deputy Court Clerk

OCT 30 2014

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION INC,

Plaintiff/Respondent,  
vs.

RICK A. ERICKSON,

Defendant/Appellant.

Case No. CV-OC-13-15568

AMENDED ORDER GOVERNING  
PROCEDURE  
ON APPEAL

Notice of Appeal having been filed herein, and it appearing that a transcript of all the testimony of the original trial or hearing has been ordered and the estimated cost of said transcript having already been paid ;

It is ORDERED:

- 1) That Appellant's brief shall be filed and served within 35 days of the filing of the transcript.
- 2) That Respondent's brief shall be filed and served within 28 days after service of appellant's brief.
- 3) That Appellant's reply brief, if any, shall be filed and served within 21 days after service of respondent's brief.



4) That either party may notice the matter for oral argument in writing after all briefs are filed, and that if within fourteen (14) days after the final brief is filed, neither party does so notice for oral argument, the Court may deem oral argument waived and decide the case on the briefs and the record.

Dated this 29 day of October, 2014.



---

GERALD F. SCHROEDER  
Senior District Judge

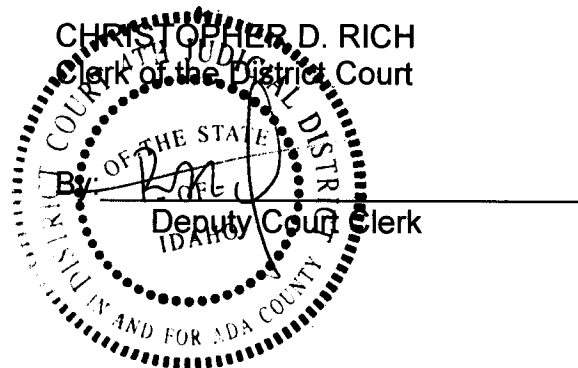
CERTIFICATE OF MAILING

I hereby certify that on this 30 day of October, 2014, I mailed (served) a true and correct copy of the within instrument to:

RICK A. ERICKSON  
3626 E PRESIDENTIAL DR  
MERIDIAN ID 83642

JEREMY O. EVANS  
BRINDEE L. PROBST  
ATTORNEY AT LAW  
12828 W LASALLE ST. STE., 101  
BOISE ID 83713

ADA COUNTY TRANSCRIPTS DEPARTMENT  
VIA: INTERDEPARTMENTAL MAIL



DEC 18 2014

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION,

Petitioner/Appellant,

vs.

RICK A. ERICKSEN,

Respondent/Respondent.

Case No. CV-OC-13-15568

**ORDER TO STAY PENDING APPEAL**

The appeal in this matter is suspended for thirty days to allow the appellant to obtain an order from the magistrate court either granting or denying his motion to set aside the default judgment.

Dated this 19 day of December, 2014.

  
GERALD F. SCHROEDER  
Sr. District Judge

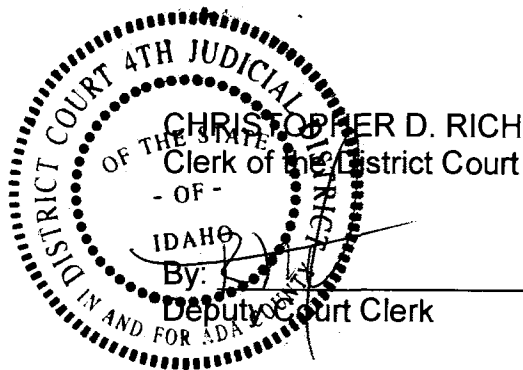
w

CERTIFICATE OF MAILING

I hereby certify that on this 18 day of December, 2014, I mailed (served) a true and correct copy of the within instrument to:

BRINDEE L. PROBST  
VIAL FOTHERINGHAM, LLP  
12828 LASALLE ST, STE 101  
BOISE, ID 83712

RICK ERICKSON  
3626 E PRESIDENTIAL DR  
MERIDIAN ID 83642



Young/Deirdra  
1-20-15

NO \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 4:15

JAN 28 2015

CHRISTOPHER D. RICH, Clerk  
By SANTIAGO BARRIOS  
DEPUTY

Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

Defendant

IN THE MAGISTRATE COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD ASSOC., INC.	)	
	)	
Plaintiff,	)	Case No. <u>CV OC 13 15568</u>
v.	)	
	)	AFFIDAVIT DETAILING
RICK ERICKSON,	)	
Defendant.	)	PLAINTIFF FRAUD
_____	)	

I, Rick Erickson, swear or affirm:

Background Facts

1. That I am the Defendant in the above-referenced action, and that I am the owner of the real property and house that are of interest in this case, and which are located at 3626 East Presidential Drive, in the Crossroads Subdivision Phase 1, located in the city of Meridan, state of Idaho.
2. That a true and correct copy of the plat for Crossroads Subdivision Phase 1, obtained from the office of Recorder for the County of Ada, in and of the State of Idaho, appears in Exhibit A, with the property referenced above that I own being highlighted in yellow.
3. That a true and correct copy of a Property Master for this property, obtained from the Ada County Recorder's office, appears in Exhibit B, with my name as owner clearly visible, along with the text of "LOT 16 BLK 9" designating the Lot and Block description, and "CROSSROADS SUB #1" and "CROSSROADS SUB NO 01" denoting the property's location in Phase 1 of Crossroads Subdivision.
4. That I purchased this property in November 1996, and that I have owned this property continuously and without interruption from that time until present.

*Handwritten initials*

5. That at the time of purchase, and still so today, the property was and is subject to the provisions of the document titled "Crossroads Subdivision No. 1---Declaration of Covenants, Conditions, and Restrictions," which was recorded at the Ada County Recorder's office in 1994 as Instrument 94077564, and which is referenced hereafter as the document "CCR-1994."

6. That a true and correct copy of Instrument 94077564 (hereafter known as CCR-1994) appears in its entirety attached to this Affidavit as Exhibit C.

7. That the text of " LOT 16 BLK 9" for my property, appearing on the Property Master noted in Section 3 above, also appears on page 1 of the CCR-1994 document, shown in Exhibit C, described there in the third paragraph as "and Lots 1 through 16, inclusive, Block 9," and confirming it as a Phase 1 property.

8. That by virtue of owning the property in Crossroads Subdivision Phase 1, I am also a member of the corporation titled "Crossroads Neighborhood Association," the organization which is also the Plaintiff in this action.

9. That the Crossroads Subdivision was developed in a series of seven (7) total phases, identified as Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, and Phase 7, or alternatively as No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, and No. 7.

10. That the Plaintiff's Complaint and suit against me is one regarding whether or not I, as owner of the property of interest, have subscribed to various provisions of the "governing documents" and that the Plaintiff is pursuing an Enforcement action against me.

-----  
Facts Regarding Enforcement of Provisions in Instrument 94077564 (CCR-1994)

11. That on page 10 of CCR-1994 (in Exhibit C), in Article V, General Provisions, under Section 1, Enforcement, it clearly states in the first paragraph that "Enforcement ... shall be had by any property owners," and in the second paragraph that "Any Owner shall have the right to enforce,"

12. That Owner "shall mean and refer to the record owner, whether one or more persons ..." (from Article I, Definitions, in Section 2, Owner, on page 1 of CCR-1994, in Exhibit C).

13. That under the CCR-1994 contract terms, the Crossroads Neighborhood Association has no Enforcement rights against any Owner regarding violations, alleged or otherwise, of any covenant therein, and thus has no standing to bring any lawsuit regarding enforcement of the CCR-1994 provisions against the Defendant, or against any other Owner.

14. That the Crossroads Neighborhood Association also fails to have standing in this action because it has never provided me with the "ten (10) days notice thereof in writing served on the offending party" regarding any alleged violation, as required and as specified on page 10 of CCR-1994, in Article V, General Provisions, under Section 1, Enforcement, shown in Exhibit C, such requirement never having been performed by Crossroads Neighborhood Association.

-----  
Facts Regarding the Amendment of Instrument 94077564 (CCR-1994)

15. That Instrument 94077564 (CCR-1994) can only be amended by "an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners" and "any amendment must be recorded," as stated in in Article V, General Provisions, under Section 3, Amendment, on page 10 of CCR-1994, shown in Exhibit C.

16. That the Owner (or Owners) of every Lot in Crossroads Subdivision subject to assessment is a Member of Crossroads Neighborhood Association, and that to each Lot is associated one total vote that can be cast in association with that Lot, as detailed in Article VII, Membership and Voting Rights, under Section 1, Membership, and Section 2, Voting Rights, on page 11, in document CCR-1994, shown in Exhibit C.

17. That there are 44 Lots with voting rights, that is, 44 properties subject to assessment, in Crossroads Subdivision Phase 1 (such Lots appearing in the plat shown in Exhibit A).

18. That sixty-seven percent (67%) of 44 is 29.48, thus a vote total of 29.48 or greater is required to amend Instrument 94077564 (CCR-1994).

19. That any document purporting to be an amendment to Instrument 94077564 (CCR-1994) must be recorded with the Ada County Recorder's office, as previously detailed in Section 15 of this Affidavit.

20. That the only document on file at the Ada County Recorder's office claiming to be an amendment of Instrument 94077564 (CCR-1994)---the Phase 1 contract between Phase 1 property owners---is the Instrument 100060390 recorded in the year 2000.

-----  
Facts Regarding Instrument 100060390 (CCR-2000)

21. That the Plaintiff is apparently claiming that Instrument 100060390, the one noted in the preceding section of this Affidavit, and recorded with the Ada County Recorder's office in the year 2000, and titled "Uniform Amended Declaration of Covenants, Conditions, and Restrictions," is allegedly an amendment to Instrument 94077564 (CCR-1994), and that Instrument 100060390 (hereafter referenced as "CCR-2000") is being claimed by the Plaintiff as the governing document in this action and not Instrument 94077564 (CCR-1994), but that the Plaintiff, in its Complaint filed August 28, 2013, never actually identifies the alleged amending document by its instrument number, and only loosely refers to various "governing documents" without providing specific document identifiers.

22. That all pages appearing in Exhibit D, are true and correct copies of selected pages taken from Instrument 100060390 (CCR-2000), and these selected pages appear in ascending page order in the attached Exhibit D, as they do in the original instrument on file at the Ada County Recorder's office.

23. That pages 1 and 2 of Instrument 100060390 (CCR-2000), shown in Exhibit D, explain how each of the seven phases of Crossroads Subdivision have separate documents governing their covenants, and that each Phase must individually and separately approve amendments to their respective, existing covenants in order to join all Crossroads Phases together under the proposed, single, unified covenant document intended to be Instrument 100060390 (CCR-2000).

24. That a true and correct copy of all signatures representing all votes that were obtained from members of Crossroads Subdivision Phase 1, for the purpose of adopting Instrument 100060390 (CCR-2000) to be an amendment of Instrument 94077564 (CCR-1994), is contained in the two pages of Exhibit E, attached to this Affidavit.



25. That there are twenty (20) signatures on page 1 of Exhibit E, and ten (10) signatures on page 2, making a total of thirty (30) signatures in support of adopting Instrument 100060390 (CCR-2000) as an amendment to the Crossroads Phase 1 Instrument 94077564 (CCR-1994),.

26. That the signature at the bottom of page 1 in Exhibit E, the one for John Minegar of 3405 East Congressional Drive, is not a Phase 1 signature; that is to say, that this owner and this property are located in Crossroads Subdivision Phase 4.

27. That the Property Master, appearing in Exhibit F, which was obtained from the Ada County Recorder's office and is for the year 2000, clearly shows the John Minegar property as being "LOT 10 BLK 6" of "CROSSROADS SUB #4" and "CROSSROADS SUB NO 04," denoting multiple times that the property is in Crossroads Subdivision Phase 4 and not in Phase 1.

28. That John Minegar's property, Lot 10 Block 6, being in Phase 4, obviously does not show up in the plat for Crossroads Subdivision Phase 1, in Exhibit A.

29. That with John Minegar's signature being void and inapplicable to Phase 1 ratification and adoption of Instrument 100060390 (CCR-2000), there are at most 29 signatures supporting adoption, and the requirement for greater than 29.48 votes clearly has not been satisfied.

30. That the Property Master appearing in Exhibit G, which was obtained from the Ada County Recorder's office and is for the year 2000, shows "Secretary of Veterans Affairs" as being the owner of the property at 3618 East Eisenhower Drive, which is a Phase 1 property, and does not show James H. Quattlebaum as the owner, but it is James H. Quattlebaum who has signed in support of adopting Instrument 100060390 (CCR-2000), his signature appearing on page 1 of Exhibit E, the seventh one from the top of the page.

31. That there exists a good many other issues with quite a number of the remaining signatures appearing in Exhibit E, whereby many signatures represent only fractional votes, and not full votes, due to the signer being only a fractional owner, and not a full owner, of the various Phase 1 Lots.

32. That additional documentation demonstrating and detailing these fractional votes is available, but that with this fraud being discovered only just recently, such additional documentation has not yet been fully processed for assembly and incorporation into this Affidavit.

33. That the vote total for amending the original covenant, Instrument 94077564 (CCR-1994), is considerably less than the 29.48 required, and that the original Instrument 94077564 (CCR-1994) remains the governing document in effect for Crossroads Subdivision Phase 1 owners.

-----  
Summary

34. That Instrument 94077564 (CCR-1994), the document titled "Crossroads Subdivision No. 1--- Declaration of Covenants, Conditions, and Restrictions," and filed at the Ada County Recorder's office in 1994 remains the governing document for myself (the Defendant) in this action, and for my Crossroads Subdivision Phase 1 property of interest in this action, no other amendment to this document having been approved by the required number of votes of Phase 1 property owners.

35. That an insufficient number of signatures and votes needed for amendment of Instrument 94077564 (CCR-1994) have been recorded with the Ada County Recorder in Instrument 100060390 (CCR-2000), making that latter instrument null and void with respect to amending the former instrument.


36. That the Crossroads Neighborhood Association has no standing to bring this suit due to Instrument 94077564 (CCR-1994) clearly stating that only Owners have the right to pursue an Enforcement action.

37. That the Crossroads Neighborhood Association also has no standing to bring this lawsuit because it never provided me with the required 10-day written notice of its intent to do so, this 10-day notice being a requirement listed in both Instrument 94077564 (CCR-1994) and Instrument 100060390 (CCR-2000), to allow for due process for identification, discussion, and remedy of alleged violations prior to the Plaintiff pursuing costly legal action.

Further affiant saith not.

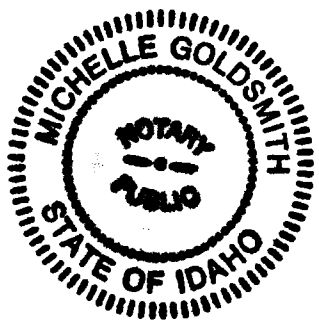
I swear or affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

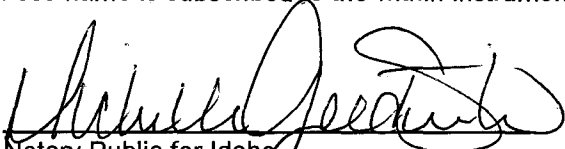
Date: 1/28/2015

  
Rick Erickson

STATE OF IDAHO )  
                          ) ss.  
County of Ada    )

On this 20<sup>th</sup> day of January, 2015, before me, Michelle Goldsmith, Notary Public in and for the State of Idaho, personally appeared RICK ERICKSON, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



  
Notary Public for Idaho.  
Residing at Marydian ID  
Commission expires 10/17/2019

CERTIFICATE OF MAILING

I hereby certify a true and correct copy of the Affidavit Detailing Plaintiff Fraud, was mailed by first-class mail on January 28, 2015, to Brindee Probst, Attorney for Plaintiff, at the address below.

Brindee Probst  
Vial Fotheringham LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713

Date: January 28, 2015


  
Defendant

Exhibit A

Plat for  
Crossroads Subdivision Phase No. 1

# CROSSROADS SUBDIVISION NO. 1

A PORTION OF THE NW1/4, SECTION 9, T.3N., R.1E., B.M.,  
MERIDIAN, ADA COUNTY, IDAHO

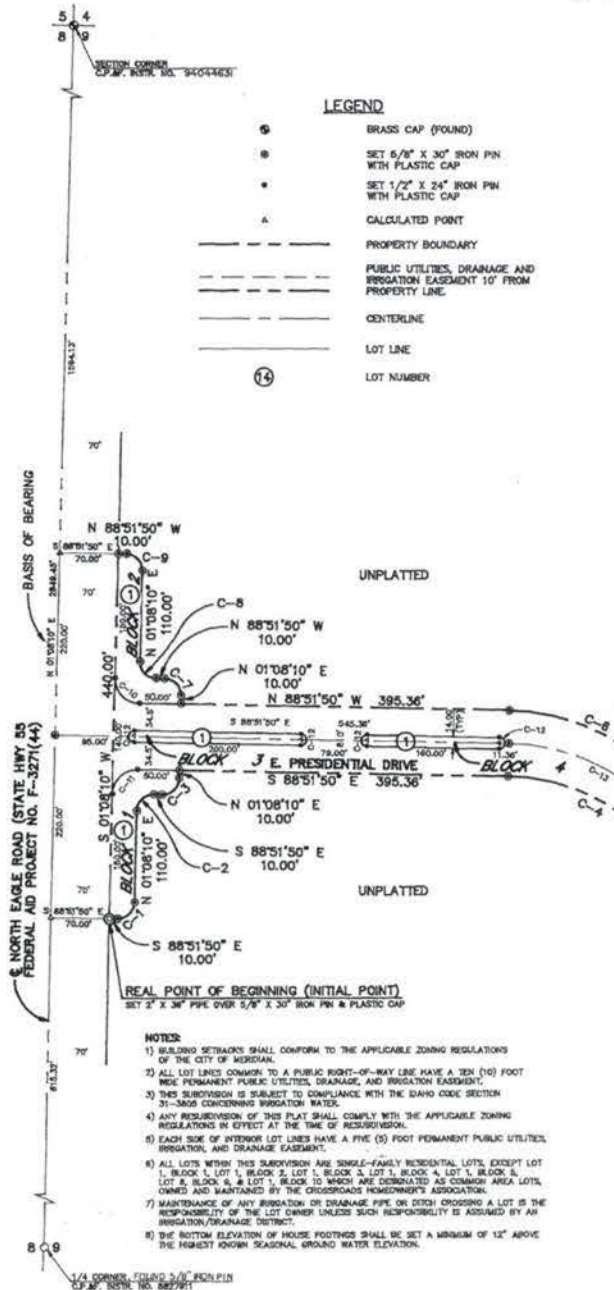
1994

• HUBBLE ENGINEERING, INC. •  
BOISE, IDAHO



SCALE: 1" = 100'

- LEGEND**
- BRASS CAP (FOUND)
  - ⊙ SET 6/8" X 30" IRON PIN WITH PLASTIC CAP
  - SET 1/2" X 24" IRON PIN WITH PLASTIC CAP
  - A CALCULATED POINT
  - PROPERTY BOUNDARY
  - PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT 10' FROM PROPERTY LINE.
  - CENTERLINE
  - LOT LINE
  - (14) LOT NUMBER



**CURVE DATA:**

CURVE	BEARING	LENGTH	CHORD	ANGLE	AREA	PERCENT	AREA
1	S 71°32'30" W	85.14'	127.88'	108.00°	115.04	100.00%	115.04
2	S 59°59'33" W	50.00'	72.90'	108.00°	115.00	100.00%	115.00
3	N 300°22'24" W	126.91'	192.12'	108.00°	115.00	100.00%	115.00
4	S 54°1'00" W	115.00'	171.27'	108.00°	115.00	100.00%	115.00
5	S 48°31'22" W	48.88'	72.90'	108.00°	115.04	100.00%	115.04
6	N 70°07'20" W	47.00'	70.00'	108.00°	115.00	100.00%	115.00
7	N 81°16'47" W	100.95'	151.41'	108.00°	115.00	100.00%	115.00
8	S 89°22'28" W	78.32'	117.17'	108.00°	115.00	100.00%	115.00
9	S 77°15'04" W	246.28'	369.44'	108.00°	115.00	100.00%	115.00
10	N 07°20'21" W	183.34'	275.11'	108.00°	115.00	100.00%	115.00
11	N 07°30'57" E	165.13'	246.28'	108.00°	115.00	100.00%	115.00
12	N 01°08'10" E	10.00'	10.00'	108.00°	115.00	100.00%	115.00
13	N 01°08'10" E	10.00'	10.00'	108.00°	115.00	100.00%	115.00
14	N 01°08'10" E	10.00'	10.00'	108.00°	115.00	100.00%	115.00
15	N 01°08'10" E	10.00'	10.00'	108.00°	115.00	100.00%	115.00
16	N 01°08'10" E	10.00'	10.00'	108.00°	115.00	100.00%	115.00

- NOTES:**
- 1) BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN.
  - 2) ALL LOT LINES COMMON TO A PUBLIC POINT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT.
  - 3) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3605 CONCERNING IRRIGATION WATER.
  - 4) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
  - 5) EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT PERMANENT PUBLIC UTILITIES, IRRIGATION, AND DRAINAGE EASEMENT.
  - 6) ALL LOTS WITHIN THIS SUBDIVISION ARE SINGLE-FAMILY RESIDENTIAL LOTS, EXCEPT LOT 1, BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOT 1, BLOCK 5, LOT 1, BLOCK 6, & LOT 1, BLOCK 10 WHICH ARE DESIGNATED AS COMMON AREA LOTS, OWNED AND MAINTAINED BY THE CROSSROADS HOMEOWNER'S ASSOCIATION.
  - 7) MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
  - 8) THE BOTTOM ELEVATION OF HOUSE FOOTINGS SHALL BE SET A MINIMUM OF 12" ABOVE THE HIGHEST KNOWN SEASONAL GROUND WATER ELEVATION.



DEVELOPER:  
CAPITAL DEVELOPMENT, INC.  
BOISE, IDAHO

000036

Exhibit B

Property Master

for

-----

Rick Erickson

3626 East Presidential Drive

in

Crossroads Subdivision Phase No. 1



# Property Master

01/28/2015

<b>Year</b> 2000	<b>Parcel #</b> R1618760430	<b>Status</b> Active	<b>Property Type</b> Real
<b>Property Code Area</b> 03-8		<b>State Parcel #</b> M29990090160	

Owner Information	
<b>Name</b>	ERICKSON RICK A
<b>Mailing Address</b>	3626 E PRESIDENTIAL DR MERIDIAN ID 83642-0000

Physical Location	
<b>Address</b>	3626 E PRESIDENTIAL DR MERIDIAN ID 83642-0000
<b>Group Type</b>	SUB
<b>Group #</b>	161876
<b>Description</b>	CROSSROADS SUB NO 01
<b>Zoning</b>	R-4
<b>Township/Range/Section</b>	3N 1E 09

Description

LOT 16 BLK 9  
CROSSROADS SUB #1  
#96098121

Additional Owners

Status	State Category Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
Active	200	0.198	20,000	Property Roll	Non-Occupancy	MARKET
Active	410		89,400	Property Roll	Non-Occupancy	COST
			109,400			
			(44,700)	Less Homeowners Exemption		
			64,700			

# Exhibit C

Instrument 94077564

for

Crossroads Subdivision Phase No. 1

-----  
Declaration of Covenants, Conditions and Restrictions  
(1994)

-----  
15 pages



94077564

1773000874

AT 2008 BOOKER  
J. B. ...  
BOISE ID

STEWART TITLE

**CROSSROADS SUBDIVISION No. 1**

94 AUG 24 PM 1:13  
FEE 45.00  
RECORDED AT ...  
J. B. ...  
ST OF

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

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

**WITNESSETH:**

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

Lot 1 Block 1 and Lot 1 Block 2 and Lot 1 Block 3 and Lot 1 Block 4 and Lots 1 through 5, inclusive, Block 5, and Lots 1 through 9, inclusive, Block 6, and Lot 1 Block 7 and Lots 1 through 8, inclusive, Block 8 and Lots 1 through 16, inclusive, Block 9 and Lots 1 through 8, inclusive, Block 10 of Crossroads Subdivision No. 1, a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, Meridian, Ada County, Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to CROSSROADS NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns. Section 1.1 Incorporation by Reference. Any and all provisions contained in the Articles of Incorporation and Bylaws of Crossroads Neighborhood Association, Inc., as amended from time to time are incorporated herein and made a part hereof.

To the extent any provision of the Covenants, Conditions and Restrictions for Crossroads Subdivision conflicts, modifies, or amends any provisions of the above referenced Articles of Incorporation or Bylaws incorporated herein, the provisions of this instrument shall control.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but

excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area, if there is any.

**Section 6.** "Declarant" shall mean and refer to J. RAMON YORGASON and MARILYN YORGASON, husband and wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for their purpose of development.

**Section 7.** "Phase" - Each parcel of land subdivided using the same name will be identified by a consecutive number beginning with No. 1 and will be known as a "Phase."

## ARTICLE II

### GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS

**Section 1.** "Approval of Plans" - No building, fence, wall, structure, improvement, or obstruction shall be placed or permitted to remain upon any part of said properties unless a written request for approval thereof containing the plans and specifications, including exterior color scheme, has been approved in writing by the Architectural Committee. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony, with the dwellings then located on said properties.

**Section 2.** "Floor Area" - The floor area of a one-story house in this Subdivision shall not be less than 1400 square feet on the ground floor. For the purpose of the Covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. Two-story and tri-level homes shall have not less than 1600 square feet, exclusive of covered porches, entrances, or patios.

Exceptions to the above floor area requirements are as follows:

Lot 2 Block 6 and Lot 1 Block 7 shall not be less than 1300 square feet on the ground floor.

No split entry homes, or moving of pre-built homes into the Subdivision, will be allowed. No residence shall be in excess of two stories above ground.

**Section 3.** "Garages" - All area requirements shall be exclusive of the garage area and shall be well-constructed of good quality material and workmanship. All houses shall have an enclosed garage which holds no less than two cars and no more than three.

**Section 4.** "Value" - The value of any residence shall exceed \$110,000.00 based on May, 1994, values.

Exceptions to the minimum value of the residence are as follows:

Lot 2 Block 6, Lot 1 Block 7, Lot 3 Block 9, and Lot 5 Block 10 shall have a value that exceeds \$100,000.00 based on May, 1994, values.

**Section 5.** "Exterior Appearance" - Each house in this Subdivision shall have brick, stone,

or stucco on the front exposure. Brick, stone, or stucco shall be used on full-height columns on the sides of the garage or full wainscot on the front of the house and garage. Builders are encouraged to use decorative windows with rounded tops, bay windows, or pop-out box windows if they are incorporated into the roof line.

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

All plans must have the approval of the Architectural Committee.

All Lots shall be provided with a driveway and a minimum of two off-street automobile parking spaces within the boundaries of each Lot.

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

**Section 7. "Light Pole"** - Each home is required to have a photo-sensitive pole light installed in the front yard within ten (10) feet of the property line, designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 40 watts. Completion is the specific responsibility of the Builder. Wiring must comply with the City's electrical code. (See City Ordinances)

**Section 8. "Landscaping"** - Landscaping of front yard must be completed within thirty (30) days of substantial completion of home and is to include sod in the front yard, one flowering tree of at least 1.5" caliper or pine tree of at least six (6) feet in height, five (5) five gallon plants, and five (5) two gallon shrubs. Berms and sculptured planting areas are encouraged. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Committee. Grass shall be planted in the back yard within one year of occupancy. Rock or gravel may not be used as landscaping to provide parking adjacent to driveways.

**Section 9. "Fences"** - Fences are not required. If a fence is desired, plans for it shall be approved by the Architectural Committee prior to construction. Fences must also be approved by the City of Meridian which requires a building permit to build a fence.

Fences shall be of good quality and workmanship and shall be properly finished and maintained.

Chain link fences are not allowed.

Any fence that is built along a lot line which is the boundary between a Lot and a Common Area must be made of a see-through material such as split rail or pole fence, and must not exceed 42 inches in height. Homes adjacent to walkways between lots which lead to Common Areas must have split rail fence not to exceed 42 inches in height along the lot line between the Lot and the walkway. If a homeowner whose Lot is adjacent to a Common Area is concerned about the safety of young children and pets in their yard, they may attach inconspicuous wire netting on the inside of the fence.

Fences along side lot lines and from the side lot line to the front of the house may be built of wood, such as dog-eared cedar, and may be no more than six (6) feet in height. The last section (8-10 feet) at the rear of the lot on the side lot line must taper down to the height of the back fence (not to exceed 42"). Fences shall not be built closer to the front of the lot than five (5) feet behind the front corner of the house on either side. Fences shall not extend closer than twenty (20) feet to the front street right of way. On corner lots, fences shall not be built closer than twenty (20) feet to any side street right of way without the express approval of the Architectural Committee. Fences must comply with City ordinances.

The location of fences, hedges, high plantings, obstructions, or barriers shall be so situated as not

to unreasonably interfere with the enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable, nuisance, or noxious use. The determination of the Architectural Committee shall be binding on all parties as to whether an undesirable, nuisance, or noxious use exists.

See "Dog Runs" Section 10) as they pertain to fencing requirements.

See "Vehicle Storage" (Section 11) as it pertains to fencing and the amount of setback required if the vehicle height extends above the fence.

**Section 10. "Dog Runs"** - Dog runs may be permitted along a side fence, but must be no closer than ten (10) feet away from the back lot line. Dog runs must be not more than 6' high, and they must be screened by a 6' wood fence on the side lot line.

Dog runs must be approved by the Architectural Committee before construction is begun.

**Section 11. "Vehicle Storage"** - Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of said properties nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the properties or on public ways adjacent thereto shall be prohibited except within garages, carports, or other approved areas. Garage driveways shall not be extended on either side for additional parking without first securing Architectural Committee approval. For the purpose of this Section, an approved area may be beside the house but not on a street side and consist of a six (6) foot solid board fenced enclosure. If the height of the stored item is greater than the height of the front fence, the item must be stored two feet farther from the front fence for each part of a foot the item extends above the fence, and the item must be stored two (2) feet away from any side yard fence for each part of a foot it extends above said fence, but in no case will the item be allowed to be stored if its height is greater than nine (9) feet or length greater than twenty-five (25) feet. The Architectural Committee shall be the sole and exclusive judges of approved parking areas.

**Section 12. "Animals"** - Keeping or raising of farm animals or poultry is prohibited. All dogs and cats or household pets kept on these premises shall be fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the use of the property of others.

Dogs shall not be allowed to run at large. No more than two (2) animals may be kept at one time, except that a litter of young may be kept until eight (8) weeks old. See "Dog Runs" (Section 12).

**Section 13. "Antennae and Satellite Dishes"** - Installation of radio and/or television antennae or satellite dishes is prohibited outside of a building without written consent from the Architectural Committee which would require them to be screened from the street view.

**Section 14. "Setbacks"** - No building shall be located on any Lot nearer than twenty (20) feet from the front line and fifteen (15) feet from the rear line nor nearer than five (5) feet per story to any side line.

**Section 15. "Additional easements"** - In addition to the easements shown on the recorded plat, an easement is further reserved five (5) feet on each side of all other lot lines for installation and maintenance of utilities, irrigation, and drainage.

Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or which may change the direction of the flow of the water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot,

except for those improvements for which a public authority or utility is responsible.

**Section 16. "Construction Time"** - Construction of any residences in the Subdivision shall be diligently pursued after commencement thereof, to be completed within twelve (12) months.

**Section 17. "No building shall be moved onto the premises."**

**Section 18. "Type of Residence"** - No shack, tent, trailer house, or basement only house, shall be used within the Subdivision for living quarters, permanent or temporary.

**Section 19. "Outbuildings"** - Only one outbuilding per Lot will be allowed. All outbuildings shall be constructed of quality building material, completely finished and painted on the outside, and shall be of quality and character that will be in harmony with the other buildings on said properties. All outbuildings must be approved by the Architectural Committee.

**Section 20. "Offensive Items"** - Nothing of an offensive, dangerous, odorous, or noisy endeavor shall be conducted or carried on, nor shall anything be done or permitted in said Subdivision which may be or become an annoyance or nuisance to the other property owners in said Subdivision. Weeds shall be cut to less than four (4) inches.

**Section 21. "Conducting Business on Properties"** - No business shall be conducted on the above properties that cannot be conducted within the residence of the Owner. Any business conducted within residences in this Subdivision must comply with City Ordinances and requires a conditional use permit. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted upon the Lots in this Subdivision.

**Section 22. "Irrigation Water"** - This Subdivision may, in the future, have pressurized irrigation water provided for irrigating landscaped areas. This pressurized water, if such should be provided, will not be potable, drinkable, and will not meet safe drinking water standards established, from time to time, by the federal, state, and/or local governments.

**Section 23. "Sewer Locations"** - All bathroom, sink, and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each Lot.

**Section 24. "Signs"** - No sign of any kind shall be displayed to public view on any building or building site on said properties except a professional sign of not more than five (5) square feet advertising the property for sale or rent by an owner to advertise the property. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that a "Sold" sign may be posted for a reasonable period following the sale. Notwithstanding any provision to the contrary, signs of any and all sizes and dimension may be displayed by the Declarant, without limitation thereto, on Lots owned by said Declarant. The Declarant, or the Neighborhood Association, may display a sign of any size and dimension, without limitation thereto, for subdivision identification.

**Section 25. "Waste Disposal"** - No Lot or building site included within this Subdivision shall be used or maintained as a dumping ground for waste material. Incinerators are not permitted. Receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition.

**Section 26. "Construction Equipment"** - No machinery, building equipment, or material shall be stored upon site until the Builder is ready and able to immediately commence construction. Such building materials must be kept within the property line of such building site upon which the structure is

to be erected.

**Section 27. "Damage to Improvements"** - It shall be the responsibility of the Builder of any residence in this Subdivision to leave street, curbs, sidewalks, fences, tiled irrigation lines, if any, and utility facilities free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements are in good sound condition at the time building is begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

**Section 28.** The "Architectural Committee's" decision is final and binding on all issues.

**Section 29. "Common Area"** - The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: Lot 1 Block 1, Lot 1 Block 2, Lot 1 Block 3, Lot 1 Block 4, Lot 1 Block 5, Lot 8 Block 9, and Lot 1 Block 10 of Crossroads Subdivision No. 1, Meridian City, Ada County, Idaho.

**Section 30. "Annexation"** - It is intended that additional phases of Crossroads Subdivision may be annexed or included within the jurisdiction of this Declaration by Declarant without approval of the Lot Owners. Common Areas included in annexed phases are for common use of Lot Owners in all phases of the Subdivision and will be maintained by the Crossroads Neighborhood Association, Inc.

**Section 31. "City and County Ordinances"** - Should these Covenants, Conditions and Restrictions be more restrictive than City and County ordinances, these CC&R's shall control. In the event that the City or County ordinances should be more restrictive than these CC&R's, the City or County ordinances shall control.

**ARTICLE III**

**ARCHITECTURAL CONTROL**

**"Architectural Committee"** - A committee of three persons shall act as an Architectural Committee and shall, prior to any new construction in said Subdivision, be furnished with one set of detailed plans and specifications of any proposed building to be located in said Subdivision and shall be allowed fifteen (15) days to review said plans, drawings, and specifications. If said Committee shall approve the proposed building, or any modification or alteration thereof, they shall so indicate by the dating and signing of the set of plans by a member of the Committee, and their approval shall be construed as full compliance with the provisions of these Covenants. Said Committee shall have sole discretion to determine what shall be substantial compliance with said Covenants. No building shall occupy any portion of said Subdivision without prior consent of said Committee.

The initial Committee shall consist of the following:

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

A majority of said Committee is empowered to act for the Committee. In the event any member of the Committee is unable to act or fails or desires not to act, the remaining Committee members shall appoint an Owner of a Lot in said Subdivision to serve on said Committee, all of whom serve without compensation.

Upon the sale of the last Lot of the last Phase in said Subdivision, the work of the initial Committee shall be deemed completed, and said Committee members shall then be automatically released from all responsibilities thereto.

Notwithstanding any other provision to the contrary in the Covenants, Conditions and Restrictions for this Subdivision, after the Declarant has sold all the Lots in the properties, and not before, the then seated Directors of the Neighborhood Association shall automatically become the Architectural Committee. Amending this instrument shall not affect this provision.

#### ARTICLE IV

#### SOLAR ACCESS

All lots in this Subdivision are subject to the Boise City Solar Access Code requirements as represented by these special restrictions:

##### Section 1. "Solar Access Definitions."

A. Exempt Tree: Any pre-existing vegetation as defined in Section 2, Paragraph B, or any vegetation included on the list of solar friendly vegetation kept by the City of Boise's Public Works and Community Planning and Development Departments.

B. Front Lot Line: The line represented by the connection of the most distant corners of a lot, including flag lots, where said corners are in common with the boundary of a public or private road. For corner lots, the front lot line is designated on the plat.

C. North Slope: The gradient, in percent slope, from the average finished grade of the front lot line of the shade restricted lot to the average finished grade of the solar lot line of a solar lot. The slope must be downward or decreasing in elevation from South to North.

D. Restricted Vegetation: A tree or other vegetation which is either evergreen, or if deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has a dense branching pattern which generally tends to block a high level of the sun's rays during the heating season. Refer to the list of "solar friendly" trees on file with the Boise City Public Works and the Community Planning and Development Departments.

E. Shade: That portion of the shadow cast by the shade point of a structure or vegetation which exceeds the 11.5 foot fence at the solar lot line at solar noon, January 21.

F. Shade Point: That part of a structure, tree or other object, on a shade restricted lot, which casts the longest shadow (the most Northerly shadow) when the sun is due South on January 21st at an

altitude of twenty-six (26) degrees above the horizon, except a shadow caused by a narrow object such as a chimney, antenna, utility pole, wire, etc.

G. **Shade Point Height:** The vertical distance or height measured from the average elevation at the solar lot line to the shade point. If the shade point is located at the North end of a ridge line of a structure oriented within 45 degrees of a geodetic East-West line with a pitch which is flatter than 6 feet (vertical) in 12 feet (horizontal), the shade point will be the eave of the roof. If such a roof has a pitch which is 6 feet in 12 feet or steeper, the shade point will be the peak of the roof.

H. **Shade Restricted Lot:** Any lot within the subdivision that is Southerly of and adjacent to a solar lot. These lots have some restriction on vegetation types and structure height.

I. **Solar Friendly Vegetation:** A tree or other vegetation which is included on the solar friendly vegetation list kept by the City of Boise's Public Works and Community Planning and Development Departments.

J. **Solar Lot:** A lot which has the following characteristics:

1. The front lot line is oriented within thirty (30) degrees of a geodetic East/West bearing;
2. The lot to the immediate South has a North slope of ten (10) percent or less;
3. Is intended for the construction of an above-ground inhabited structure.

K. **Solar Lot Line:** The most Southerly boundary of a solar lot: the line created by connecting the most distant Southerly corners of the solar lot.

L. **Solar Setbacks:** The minimum distance, measured perpendicular in a Southerly direction, from the center of the solar lot line to the shade point of a structure or to restricted vegetation based upon its height at maturity on the shade restricted lot.

## Section 2. "Solar Access Covenants, Conditions and Restrictions."

A. **Shade Restriction:** Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restriction: Any structure or restricted vegetation (solar unfriendly) cannot cast a shadow higher than an imaginary fence 11.5 feet above the solar lot line on solar noon of January 21st when the sun is at an angle of 26 degrees above the horizon. This sun angle at noon on January 21 causes structures, vegetation, and other objects to cast a shadow twice as long as their height. The height of the shade point of a structure on the shade restricted lot is limited to 19 feet at the 15 foot rear yard zoning setback in order that the 11.5 foot high "solar fence" at the North property line of the Shade Restricted Lot is not exceeded. These standards assure that a structure built to the 15 foot rear yard zoning setback, on the Solar Lot located to the North, will not be shaded more than 4 feet above grade on its South wall on January 21 at solar noon.

B. **Pre-Existing Vegetation:** Restricted vegetation (solar unfriendly), which existed when the subdivision was platted is exempt from the provisions of these covenants, conditions and restrictions. Any lot which would be shaded beyond the allowed shade limit by such vegetation shall not be classified as a Solar Lot.



C. Slope Exemption: Any lot with an average finished grade slope along the North-South lot dimension greater than ten (10) percent shall be exempt from the terms and conditions of these covenants, conditions and restrictions.

D. Solar Setbacks: Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback: Solar Setback (in feet) = [Shade Point Height (in feet) - 11.5'] x 2. Table 1 below shows a few examples of solar setbacks for given shade point heights:

TABLE 1

## SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT

<u>Shade Point Height</u>	<u>Solar Setback</u>
10'	0'
15'	7'
20'	17'
25'	27'
30'	37'

E. Solar Friendly Vegetation: Certain vegetation is considered "solar friendly" and is not restricted in regards to location on individual lots. Such vegetation is deciduous, dropping its leaves during early fall and regaining them during late spring. Such vegetation also has sparse branching which allows a high level of sunlight to penetrate through. This growth cycle produces shading during summer but allows sun to penetrate during winter. A list of acceptable solar friendly trees is maintained by the Boise City Public Works and the Community Planning and Development Departments.

### Section 3. "Solar Access Rights, Duties and Responsibilities."

A. Solar Access Rights: The owner(s) of solar lots shall have a right to unobstructed solar access in accordance with these covenants, conditions and restrictions.

B. Solar Access Duties: The owner(s) of any Shade Restricted Lot shall not build, install, or otherwise allow a structure or non-solar friendly tree on that lot to cast more shade at a solar lot line than permitted under these Solar Access Covenants, Restrictions and Conditions.

## ARTICLE V

## GENERAL PROVISIONS

**Section 1. "Enforcement"** - Enforcement against any person or persons violating or attempting to violate any covenant herein after ten (10) days notice thereof in writing served on the offending party shall be had by any property owners either at law or equity. In the event of judgement against any person for such, the Court may award injunction against any person for such violation, require such compliance as the Court deems necessary, award such damages, reasonable counsel fees, and Court costs as may be suffered or incurred, and such other or further relief as may be deemed just and equitable.

Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. "Severability"** - Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. "Amendment"** - This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be recorded.

**Section 4. "Time Extension for Covenants"** - The Covenants set forth in this instrument shall run with the land and shall be binding on all persons owning a Lot(s) under them for a period of thirty (30) years from the date of this recording thereof, after which time such Covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after the initial recording of this instrument an instrument signed by sixty-seven percent (67%) of the Lot Owners of this Subdivision has been recorded agreeing to terminate said Covenants, in whole or in part.

NEIGHBORHOOD ASSOCIATION

## ARTICLE VI

## PROPERTY RIGHTS

**Section 1. "Owner's Easement of Enjoyment"** - Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge assessments for the maintenance of the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not

to exceed sixty (60) days for any infraction of its public rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

**Section 2. "Delegation of Use"** - Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the properties.

## ARTICLE VII

### MEMBERSHIP AND VOTING RIGHTS

**Section 1. "Membership"** - Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any lot located within said property shall, by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any occupied Lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

The financial reports, books, and records of the Association may be examined, at a reasonable time, by any member of record.

**Section 2. "Voting Rights"** - Each member shall be entitled to cast one vote or fractional vote as set forth herein for each Lot in which he holds the interest required for membership. Only one vote shall be cast with respect to each Lot. The vote applicable to any Lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provided otherwise and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

**Section 3. "Officers and Directors"** - At an annual meeting called pursuant to notice as herein provided for the establishment of annual assessments, a Board of Directors of the Association shall be elected by ballot of those attending said meeting or voting by proxy.

There shall be three Directors elected to serve for a period of one year.

**Section 4. "Common Area Matters"** - The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless authorized by members entitled to cast two-thirds (2/3) of the majority of the votes at a special or general member's meeting and an instrument signed by the Chairman and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and a written notice

of proposed action is sent to every member not less than ten (10) days nor more than fifty (50) days prior to such dedication or transfer; and the Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for a period not exceeding sixty (60) days for each infraction of its published rules and regulations.

## ARTICLE VIII

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. "Creation of the Lien and Personal Obligation of Assessments"** - The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot 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: (1) an initial assessment of sixty dollars (\$60.00) for each Lot payable at closing, and (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall pass to his successors in title.

**Section 2. "Purpose of Assessments"** - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

**Section 3. "Maximum Annual Assessment"** - Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ninety-six and No/100 dollars (\$96.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by a vote of one-third (1/3) of each class of members who are voting in person or by proxy 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.

**Section 4. "Special Assessments for Capital Improvements"** - In addition to the annual 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 one-third (1/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for

this purpose.

**Section 5. "Notice and Quorum for Any Action Authorized Under Sections 3 and 4"** - Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum.

**Section 6. "Uniform Rate of Assessment"** - Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis at the discretion of the board.

**Section 7. "Date of Commencement of Annual Assessments: Due Dates"** - The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas to the Neighborhood Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. "Effect of Nonpayment of Assessments: Remedies of the Association"** - Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association, or any Owner, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

**Section 10. "Property Exempt from Assessments"** - The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) all properties expressly dedicated to and accepted by a local public authority;
- (b) any local properties owned by the Association.

**Section 11. "Association Duties"** - The Association is authorized, but not limited, to performance of the following: prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out

1773000887

of or in connection with the maintenance and operation of Common Areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty, and public liability insurance, common lighting, landscaping, and care of grounds, repairs, renovations, and paintings to Common Areas, snow removal, wages, water charges, legal and accounting fees, management, fees, expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements.

The Association shall be responsible for the repairs, upkeep and maintenance, normal servicing, gardening, rules and regulations for use, care, and safety, annual planting of flowers (if any), payment of bills, and related expenses for any Common Area.

1773000888

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this instrument on this 2nd day of June, 1994.

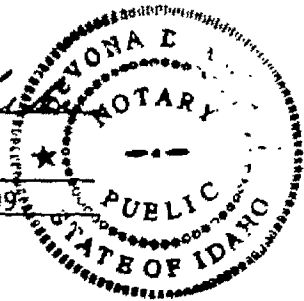
*J. Ramon Yorgason*  
J. RAMON YORGASON

*Marilyn Yorgason*  
MARILYN YORGASON

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

On this 2nd day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared J. RAMON YORGASON and MARILYN YORGASON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

*Deanna D. T...*  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My Commission Expires 08-27-99



# Exhibit D

Instrument 100060390

for

Crossroads Subdivision Phases No. 1-7

-----

Uniform Amended

Declaration of Covenants, Conditions and Restrictions

(2000)

-----

Pages 1-3, 15



65-6644-6645

**UNIFORM AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**

- CROSSROADS SUBDIVISION NO. 1**
- CROSSROADS SUBDIVISION NO. 2**
- CROSSROADS SUBDIVISION NO. 3**
- CROSSROADS SUBDIVISION NO. 4**
- CROSSROADS SUBDIVISION NO. 5**
- CROSSROADS SUBDIVISION NO. 6**
- CROSSROADS SUBDIVISION NO. 7**

**PRELIMINARY RECITALS**

WHEREAS, the following separate Declarations of Covenants, Conditions, and Restrictions, ("Covenants") have been recorded for each of the seven separate phases of the Crossroads Subdivision located in the City of Meridian, County of Ada, State of Idaho,

Covenants Subdivision No. 1 -	Ada County Recorder No. 094077564	08/24/94
Amendment to Subdivision No. 1 -	Ada County Recorder No. 094103276	11/23/94
Covenants Subdivision No. 2 -	Ada County Recorder No. 094103275	11/23/94
Amendments to Subdivision No. 2 -	Ada County Recorder No. 095007608	02/02/95
Covenants Subdivision No. 3 -	Ada County Recorder No. 096071267	08/26/96
Covenants Subdivision No. 4 -	Ada County Recorder No. 097055253	07/14/97
Covenants Subdivision No. 5 -	Ada County Recorder No. 098027415	03/26/98
Covenants Subdivision No. 6 -	Ada County Recorder No. 098102195	10/26/98
Covenants Subdivision No. 7 -	Ada County Recorder No. 099005437	01/19/99

WHEREAS, a single Association, the Crossroads Neighborhood Association, an Idaho Nonprofit Corporation, is responsible for the carrying out the obligations imposed by these seven separate sets of covenants within the Crossroads Subdivision, and

WHEREAS, these seven separate sets of covenants are not uniform in their provisions,

*Crossroads Sub.*  
 ADA COUNTY RECORDER  
 J. DAVID NAVARRO  
 BOISE, IDAHO

RECORDED - REQUEST OF  
 FEE *84* DEPUTY *[Signature]*

2000 AU - 1 AM 8:16

100060390

NOW, THEREFORE, in the interest of the uniform and consistent administration of the restrictive covenants within the Crossroads Subdivision by the Crossroads Neighborhood Association, each of seven separate phases adopting these UNIFORM AMENDED RESTRICTIVE COVENANTS, as represented by the signatures of 2/3 of the homeowners living within that phase as appended at the end of this document, do hereby adopt these UNIFORM AMENDED RESTRICTIVE COVENANTS as completely superseding and replacing the above-listed separate covenants, and that these UNIFORM AMENDED RESTRICTIVE COVENANTS will apply to all Properties within each phase of the Crossroads Subdivision located in the City of Meridian, County of Ada, State of Idaho that have adopted these UNIFORM AMENDED RESTRICTIVE COVENANTS, more particularly described as follows:

**Crossroads Subdivision No. 1 (Phase 1):**

Lots 1 through 5, inclusive, Block 5, and Lots 1 through 9, inclusive, Block 6, and Lot 1 Block 7 and Lots 1 through 8, inclusive, Block 8 and Lots 1 through 16, inclusive, Block 9 and Lots 1 through 8, inclusive, Block 10 of Crossroads Subdivision No. 1, a portion of the NW 1/4, Section 9, T., 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

**Crossroads Subdivision No. 2 (Phase 2):**

Lots 6 through 14, inclusive, Block 5, and Lots 17 through 26, inclusive, Block 9, and Lots 9 through 25, inclusive, Block 10, and Lots 1 through 7, inclusive, Block 11, of Crossroads Subdivision No. 2, a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

**Crossroads Subdivision No. 3 (Phase 3):**

Lots 2 through 13, inclusive, Block 7, and Lots 9 through 31, inclusive, Block 8, and Lots 27 through 35, inclusive, Block 9, of Crossroads Subdivision No. 3, a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

**Crossroads Subdivision No. 4 (Phase 4):**

Lots 10 through 26, inclusive, Block 6, and Lots 14 through 25, inclusive, Block 7, of Crossroads Subdivision No. 4, a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

**Crossroads Subdivision No. 5 (Phase 5):**

Lots 27 through 30, inclusive, Block 6, and Lots 26 through 29, inclusive, Block 7, and Lots 32 through 39, inclusive, Block 8, and Lots 36 through 39, inclusive, Block 9, and Lots 1 through 16, inclusive, Block 12, and Lot 1 Block 13 of Crossroads Subdivision No. 5 (resubdivided as Lot 2 Block 13 in Crossroads Subdivision No. 6), a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

**Crossroads Subdivision No. 6 (Phase 6):**

Lots 17 through 26, inclusive, Block 12, and Lots 2 through 11, inclusive, Block 13, and Lots 1 through 10, inclusive, Block 14, and Lots 1 through 8, inclusive, Block 15, of Crossroads Subdivision No. 6, a resubdivision of Lot 1 Block 13, Crossroads Subdivision No. 5 as Lot 2 Block 13 of Crossroads Subdivision No. 6, a portion of the NW 1/4, Section 9, T.3N., R.1E., Boise Meridian, City of Meridian, Ada County, Idaho.

**Crossroads Subdivision No. 7 (Phase 7):**

Lots 40 through 45, inclusive, Block 9, and Lots 27 through 36, inclusive, Block 12, and Lots 9 through 30, inclusive, Block 15, and Lot 1 Block 16 of Crossroads Subdivision No. 7, a portion of the SE 1/4 of the NW 1/4, Section 9, T.3N., R.1E., Boise Meridian, City of Meridian, Ada County, Idaho.

THE CROSSROADS NEIGHBORHOOD ASSOCIATION HEREBY DECLARES that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions (hereinafter "*Restrictive Covenants*"), which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

(Defined terms are "Capitalized" as used throughout this document)

Section 1. "**Architectural Control Committee**" is the Committee appointed by the Board of Directors of the Crossroads Neighborhood Association that is granted the authority to enforce these Restrictive Covenants, particularly those provisions found in Articles II and III.

Section 2. "**Association**" shall mean and refer to CROSSROADS NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 3. "**Board of Directors**" shall mean the Board of Directors of the Crossroads Neighborhood Association.

Section 4. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(b) "Ada County Highway District (ACHD)" - The Ada County Highway District (ACHD) has storm drainage easements on the following Lots: Lots 13 & 28, Block 7; Lot 40, Block 9; Lots 17 and 36, Block 12; and Lot 1, Block 16.

IN WITNESS WHEREOF, the undersigned, being the Directors of the Crossroads Homeowners Association, have executed this instrument on this 31st day of July, 2000.

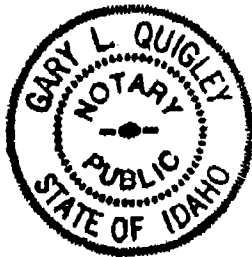
  
 \_\_\_\_\_  
 Kent Fugal - Director

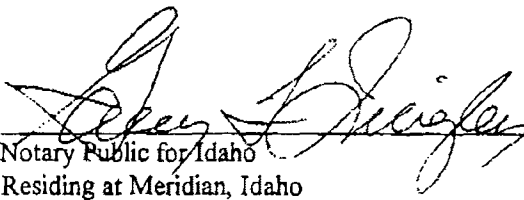
  
 \_\_\_\_\_  
 Don Boesiger - Director

  
 \_\_\_\_\_  
 Brian Warner - Director

STATE OF IDAHO }  
 } : ss,  
 County of Ada }

On this 31st day of July, 2000, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared KENT FUGAL, DON BOESIGER, and BRIAN WARNER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



  
 \_\_\_\_\_  
 Notary Public for Idaho  
 Residing at Meridian, Idaho  
 My Commission Expires: May 1, 2001.

# Exhibit E

Signature Pages for  
for  
Crossroads Subdivision Phase No. 1

-----

from  
Instrument 100060390,  
Uniform Amended Declaration of Covenants, Conditions and Restrictions  
(2000)

-----

2 pages

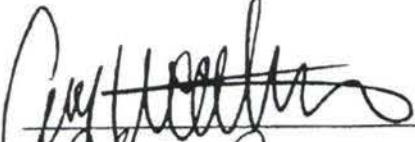
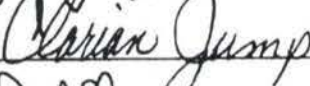

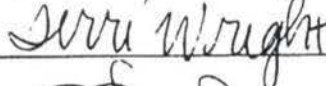


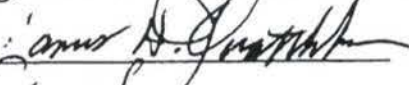
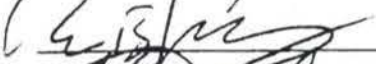

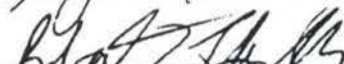
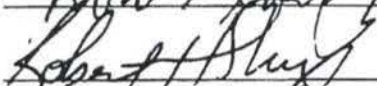

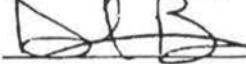

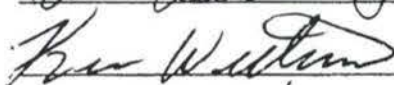

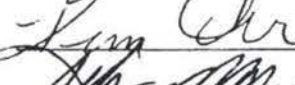
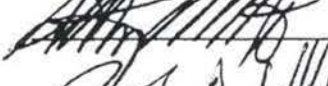
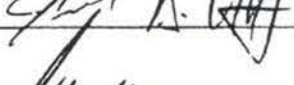
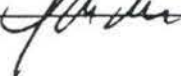
**ADOPTION AND APPROVAL BY  
CROSSROADS SUBDIVISION NO. 1  
OF THE PROPOSED UNIFORM AMENDED RESTRICTIVE COVENANTS**

Page 1

SIGNATURE

NAME PRINTED

ADDRESS

	Corey Weatherman	3417 E. Congressional Dr.
	CLARIAN Jump	3512 E. Congressional DR
	Dan Dean	3429 E. Eisenhower Dr
	TERRI WRIGHT	3435 E. Eisenhower
	Tam Huggins	3463 E. Eisenhower Dr.
	Carrie Sutton	3524 E Eisenhower
	JAMES A. QUATTLEBAUM	3614 E. EISENHOWER
	Eric Lowry	3534 E Eisenhower
	Floyd Hart	3482 E Eisenhower
	Robert L. Phillips	3437 E. Presidential
	ROBERT H. SHARP	963 N. Fillmore Way
	Sally Rae Moxley	937 Fillmore way
	Dave Barnes	901 Fillmore
	Bill Lechtenberg	3583 Presidential Dr
	Ken Welkers	3584 E. Presidential DR
	TERRY REED	3591 E Presidential
	Kim Orr	3476 E Eisenhower
	Anthony Mahaffey	3423 E. Congressional
	Joseph A. Cluff	3551 E. Eisenhower Dr.
	JOHN MINEGAR	3405 E Congressional

**ADOPTION AND APPROVAL BY  
CROSSROADS SUBDIVISION NO. 1  
OF THE PROPOSED UNIFORM AMENDED RESTRICTIVE COVENANTS**

Page 2

SIGNATURE

NAME PRINTED

ADDRESS



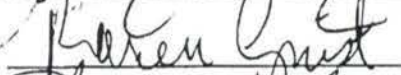
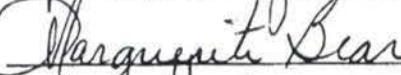



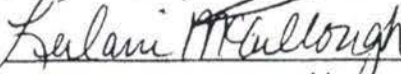
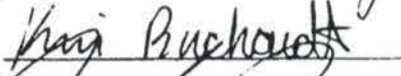
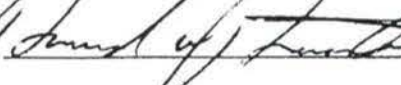
	GARY SOUTHERN	1043 N. Fillmore Way
	Connie Beebe	3500 E. Presidential
	Karen Grist	958 N. Fillmore
	MARGUERITE BEAR	3576 E. PRESIDENTIAL
	Brian Hankoski	3619 E. Presidential
	Jaime Souz	3577 E. Eisenhower Rd
	Dave Mendez	3497 Congressional Dr.
	Leilani McCullough	3593 E. Eisenhower
	KEVIN Borchardt	1071 N. Fillmore way
	DAVID Petsch	3554 E. Presidential

Exhibit F

Property Master

for

-----

John Minegar

3405 East Congressional Drive

in

Crossroads Subdivision Phase No. 4





# Property Master

01/28/2015

Year  
**2000**

Parcel #  
R1618790010

Status  
Active

Property Type  
Real

Property Code Area  
03-8

State Parcel #  
M33740060100

Owner Information	
Name	<b>MINEGAR JOHN H</b>
Mailing Address	1834 HEATH DR EUGENE OR 97402-7576

Physical Location	
Address	<b>3405 E CONGRESSIONAL DR</b> MERIDIAN ID 83642-0000
Group Type	SUB
Group #	161879
Description	<b>CROSSROADS SUB NO 04</b>
Zoning	R-4
Township/Range/Section	3N 1E 09

Description

LOT 10 BLK 6  
**CROSSROADS SUB #4**  
#97057216

Additional Owners

Status	State Category Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
Active	200	0.185	22,000	Property Roll	Non-Occupancy	MARKET
Active	410		93,000	Property Roll	Non-Occupancy	COST
			115,000			
			(46,500)	Less Homeowners Exemption		
			68,500			

Exhibit G

Property Master

for

-----

Secretary of Veterans Affairs

3618 East Eisenhower Drive

in

Crossroads Subdivision Phase No. 1



# Property Master

01/28/2015

Year  
**2000**

Parcel #  
R1618760270

Status  
Active

Property Type  
Real

Property Code Area  
03-8

State Parcel #  
M29990080080

## Owner Information

Name **SECRETARY OF VETERANS AFFAIRS**

Mailing Address SEASONS MORTGAGE GROUP  
ATTN: PROPERTY TAX  
DEPARTMENT  
9325 MIDLOTHIAN TURNPIKE STE A  
RICHMOND VA 23235-0000

## Physical Location

Address **3618 E EISENHOWER DR**  
MERIDIAN ID 83642-0000

Group Type SUB

Group # 161876

Description **CROSSROADS SUB NO 01**

Zoning R-4

Township/Range/Section 3N 1E 09

### Description

LOT 8 BLK 8  
**CROSSROADS SUB #1**

### Additional Owners

Status	State Category Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
Active	200	0.223	22,300	Property Roll	Non-Occupancy	MARKET
Active	410		90,100	Property Roll	Non-Occupancy	COST
			112,400			
			(45,050)	Less Homeowners Exemption		
			67,350			

FEB 03 2015

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

Brindee L. Probst  
VIAL FOTHERINGHAM LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713  
Fax: (208)392-1400  
Phone: (208)629-4567  
ISB # 9216

Attorney for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT OF ADA COUNTY  
STATE OF IDAHO

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff,

v.

RICK ERICKSON,

Defendant.

ORDER DENYING MOTION  
FOR MORE DEFINITE  
STATEMENT

Civil No. CV OC 13 15568

Judge: Patricia G. Young

THIS MATTER, having come before the Court on January 21, 2015, upon the Motion of the Defendant, Rick Erickson, who requested relief from alleged deficiencies in Plaintiff's Complaint, has been reviewed and considered by this Court and is hereby DENIED.

DATED this FEB 03 2015 day of January, 2015.

By: Patricia G. Young  
The Court

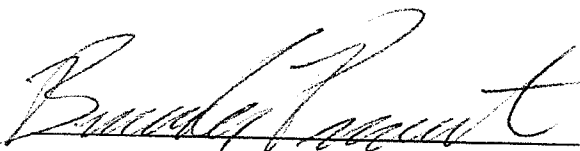
**CERTIFICATE OF MAILING**

I hereby certify that I have served a copy of this Proposed Order to the Defendant at the following address:

Rick Erickson  
3626 E. Presidential Drive  
Meridian, ID, 83642

by mailing a copy to said person at their last known address as set forth above, postage prepaid,  
via first class mail on January 27, 2015.

By:



RECEIVED  
FEB 06 2015  
ADA COUNTY CLERK

NO. 9230 FILED  
A.M. P.M.

FEB 10 2015

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

Brindee L. Probst  
VIAL FOTHERINGHAM LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713  
Fax: (208)392-1400  
Phone: (208)629-4567  
ISB # 9216

Attorneys for Plaintiff

IN THE MAGISTRATE COURT OF THE FOURTH JUDICIAL DISTRICT COURT OF  
ADA COUNTY, STATE OF IDAHO

CROSSROADS NEIGHBORHOOD )  
ASSOCIATION, INC., an Idaho nonprofit )  
corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
RICK A. ERICKSON, an individual, )  
 )  
 )  
Defendant.

ORDER TO STRIKE  
Civil No. CV OC 13 15568  
Judge: Patricia G. Young

It is HEREBY ORDERED THAT each of the following pleadings and filings be stricken from the record of this Court:

- 1) Defendant's January 26, 2015 "Special Appearance---Second Motion to Vacate Default Judgment."
- 2) Defendant's January 26, 2015, "Notice of General Appearance."
- 3) Defendant's January 26, 2015, "Answer and Counterclaim."
- 4) Defendant's February 2, 2015 "Affidavit Detailing Plaintiff Fraud."
- 5) Defendant's February 2, 2015 "Third Motion to Vacate Default Judgment."

February 10, 2015  
Judge Patricia G. Young  
000069

Date:

By: \_\_\_\_\_  
The Court

State of Idaho )  
County of Ada ) ss  
Certificate of Service )  
DISTRICT COURT 4TH )  
OF THE STATE )  
IDAHO )  
I, the undersigned, do hereby certify that I have mailed,  
- OF by United States Mail, one copy of the above document  
as notice pursuant to Rule 77 (d) I.R.C.P. to each of the  
attorneys / parties of record in this cause.  
Dated this 20 day of February 2014  
CHRISTOPHER D. RICH, Clerk  
Deputy Clerk  
CU 06 13-15568

order to strike.

FEB 12 2015

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION,

Petitioner/Respondent,

vs.

RICK A. ERICKSON,

Defendant/Appellant.

Case No. CV-OC-13-15568

**ORDER DISMISSING APPEAL**

Due to the rulings on defendant's Motion to Vacate Default Judgment and Motion for More Definite Statement in Magistrate Court, the appeal in this matter is here by dismissed.

Dated this 12 day of February, 2015.



GERALD F. SCHROEDER  
Sr. District Judge



CERTIFICATE OF MAILING

I hereby certify that on this 12 day of February, 2015, I mailed (served) a true and correct copy of the within instrument to:

BRINDEE L. PROBST  
VIAL FOTHERINGHAM, LLP  
12828 LASALLE ST, STE 101  
BOISE, ID 83712

RICK ERICKSON  
3626 E PRESIDENTIAL DR  
MERIDIAN ID 83642

CHRISTOPHER D. RICH  
Clerk of the District Court

- OF -  
By: [Signature]  
IDAHO Deputy Court Clerk

DISTRICT COURT 4TH JUDGE  
OF THE STATE  
IN AND FOR ADA COUNTY

Young/DeVida  
3-6-15 JH

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 430

MAR 05 2015

CHRISTOPHER D. RICH, Clerk  
By TENILLE RAD  
DEPUTY

Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

Appellant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD ASSOC., INC.	)	
	)	
Plaintiff/Respondent	)	Case No. <u>CV OC 13 15568</u>
v.	)	
	)	
RICK ERICKSON,	)	PETITION FOR REHEARING
Defendant/Appellant.	)	
_____	)	

The Appellant, under General Appearance, and pursuant to I.R.C.P. Rule 83(x) and I.A.R. Rule 42, hereby petitions the District Court, sitting as an appellate court over this appeal from the Magistrate Court, to rehear and reconsider its Order Dismissing Appeal filed on February 12, 2015.

A supporting brief will be filed within 14 days as required by the rules.

-----  
This Petition for Rehearing is brought for reasons which include the following:

- (1) the Order Dismissing Appeal of February 12, 2015, was entered without prior notice and without an opportunity to be heard or to respond by memorandum,
- (2) the Magistrate Court's rulings on the Defendant's (Appellant's) Special Appearance---Motion to Vacate Default Judgment filed August 7, 2014, and his Special Appearance---Motion for More Definite Statement filed July 16, 2014, which were ruled upon while the appeal was stayed, did not resolve all appealable orders or issues,

TR

- (3) most of the still unaddressed and appealable orders and issues for which this appeal was first brought are outlined in the Appellant's Special Appearance---Amended Notice of Appeal, filed September 22, 2014, and these matters have not properly come before the District Court,
- (4) the rulings of the Magistrate Court specified in Item 1 above, and for which the appeal was stayed, are themselves appealable, and the Appellant adds those rulings to his list of appealable orders and issues,
- (5) new and additional matters since the Magistrate Court rulings specified in Item 1 above, have come before the Magistrate Court, including the Defendant's discovery of fraud by the Plaintiff and also fraud and perjury by the Plaintiff's process server, and related motions, documents, and evidence regarding these matters have been timely filed by the Defendant, and these matters constitute open issues for which due process has not been provided the Defendant,
- (6) for all of the above reasons, the appeal is still viable.

Date: March 5, 2015

  
\_\_\_\_\_  
Appellant

CERTIFICATE OF MAILING

I hereby certify a true and correct copy of the Petition for Rehearing was mailed by first-class mail on March 5, 2015, to Brindee Probst, Attorney for Plaintiff, at this address:

Brindee Probst  
Vial Fotheringham LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713

Date: March 5, 2015

  
\_\_\_\_\_  
Appellant

Judge Young  
Deirdre  
3/20/15  
LH

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED \_\_\_\_\_ P.M. 402

MAR 19 2015

CHRISTOPHER D. RICH, Clerk  
By JAMIE MARTIN  
DEPUTY

Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

Appellant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD ASSOC., INC.	)	
	)	
Plaintiff/Respondent	)	Case No. <u>CV OC 13 15568</u>
v.	)	
	)	MEMORANDUM IN SUPPORT OF
RICK ERICKSON,	)	
Defendant/Appellant.	)	PETITION FOR REHEARING
_____	)	

The Appellant, under General Appearance, and pursuant to I.R.C.P. Rule 83(x) and I.A.R. Rule 42, hereby submits this memorandum in support of his Petition for Rehearing, the petition having been filed with the District Court on March 5, 2015.

Actions relevant here to the petition and these proceedings, include that the Magistrate Court entered a default judgment against the Defendant on July 28, 2014; the Defendant/Appellant timely filed a notice of appeal in the District Court on September 8, 2014; and the District Court, sitting as an appellate court, issued its order on December 18, 2014, staying the appeal for 30 days and remanding it to the Magistrate Court for the Appellant to obtain an order either granting or denying his motion to set aside the default judgment.

On February 3, 2015, the Magistrate Court entered its orders denying the Defendant's motion to vacate default judgment and denying the Defendant's motion for more definite statement.

Without any hearing, without any notice to the parties, and without providing an opportunity to submit briefings, the District Court on February 12, 2015, entered its order dismissing the appeal.

This order appears in full as follows:

Due to the rulings on the defendant's Motion to Vacate Default Judgment and Motion for More Definite Statement in Magistrate Court, the appeal in this matter is hereby dismissed.

-----  
The Appellant respectfully requests that this Court rehear and reconsider its decision dismissing the appeal because not all matters have been resolved and the appeal is still viable.

(l) Firstly, the very Magistrate Court orders that this Court relied on when dismissing the appeal are themselves included in this appeal to be resolved by this Court.

I.A.R. Rule 17, Notice of Appeal---Contents, provides as follows in relevant part:

e) Designation of Appeal.

(1) A Designation of the Judgment or Order Appealed From. The notice of appeal shall designate the judgment or order appealed from which shall be deemed to include, and present on appeal:

(A) All interlocutory judgments and orders entered prior to the judgment, order or decree appealed from, and

(B) All final judgments and orders entered prior to the judgment or order appealed from for which the time for appeal has not expired, and

(C) All interlocutory or final judgments and orders entered after the judgment or order appealed from except orders relinquishing jurisdiction after a period of retained jurisdiction or orders granting probation following a period of retained jurisdiction.

I.A.R. Rule 17 (emphasis added).

Clearly, the two orders issued by the Magistrate Court denying the Appellant's motion to vacate default judgment and denying his motion for more definite statement are themselves appealable orders which are now ripe in the present appeal which the Appellant still intends to pursue. Since the plain language of the rule deems these orders as included in the present appeal, the Appellant is not required to file an amended notice of appeal including them, and certainly does not have to file an entirely new appeal with its attendant filing fees.


Rather, this Court should simply enter a new order governing the procedure on appeal which provides for a new briefing schedule and opportunity for the Appellant to again order the relevant transcripts from the motion hearings that have come before the Magistrate Court.

(II) Secondly, regardless of whether the orders denying the motion to vacate default judgment and denying the motion for more definite statement are included in the present appeal or not, those two orders did not resolve all issues to be raised in the present appeal, and therefore, those issues are still before this Court on appeal.

These issues include, but are not limited to, the following issues, many of which were provided in the amended notice of appeal filed on September 22, 2014: (1) the Magistrate Court lacked personal jurisdiction over the Defendant; (2) insufficiency of service of process exists in the case; (3) insufficient process exists in the case; (4) a number of the Defendant's motions, including those pertaining to I.R.C.P. Rule 12 (b), remain outstanding and unaddressed by the Magistrate Court; they have not been ruled upon, nor has due process regarding them been provided to the Defendant; (5) the outstanding and unaddressed motions at the magistrate-court level include some which pertain to newly discovered evidence and also fraud, misrepresentation, and other misconduct by the Plaintiff; and the Defendant's motions and filings regarding these matters have been timely filed, pursuant to I.R.C.P. Rule 60(b), which provides for a six-month timeframe following the Default Judgment of July 28, 2014, and these motions and filings are also timely with respect to the one-year timeframe, also provided for under I.R.C.P. Rule 60(b), for setting aside a judgment for fraud upon the Court;

In summary, the Appellant respectfully requests that this Court should simply reissue its order governing the procedure on appeal to allow the appeal to move forward.

Date: March 19, 2015

  
\_\_\_\_\_  
Appellant

CERTIFICATE OF MAILING

I hereby certify a true and correct copy of the Memorandum in Support of Petition for Rehearing was mailed by first-class mail on March 19, 2015, to Brindee Probst, Attorney for Plaintiff, at this address:

Brindee Probst  
Vial Fotheringham LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713

Date: March 19, 2015

  
\_\_\_\_\_  
Appellant

MAR 31 2015

CHRISTOPHER D. RICH, Clerk  
By DEIRDRE PRICE  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION INC.

Plaintiff

Vs.

RICK A. ERICKSON

Defendant

Case No. CVOC 13 15568

ORDER DENYING  
DEFENDANTS MOTIONS

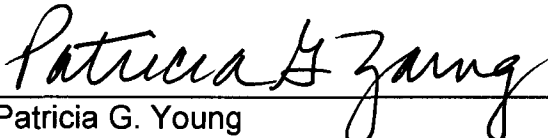
The Defendant, Rick A. Erickson has filed Motion to Vacate Order to Strike,  
Petition for Rehearing and Memorandum in Support.

**IT IS HEREBY ORDERED** that:

1. Defendants Motion to Vacate Order to Strike is **DENIED**.
2. Defendants Petition for Rehearing is **DENIED**.
3. The Court further finds that there is no basis in fact or law as to both of the Defendants Motions and that both Motions are frivolous.

Final Judgment has been entered in this case, **THIS CASE IS CLOSED**.

Dated this 31 day of March 2015

  
\_\_\_\_\_  
Patricia G. Young  
Magistrate Judge





CERTIFICATE OF MAILING

I, hereby certify that on this 31 day of March 2015, I mailed (served) a true and correct copy of the foregoing instrument to:

Brindee L. Probst  
Attorney at Law  
12828 W. LaSalle St. Suite 101  
Boise, ID 83713

by  : United States Mail

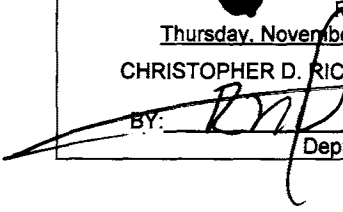
Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

by  : United States Mail

CHRISTOPHER D. RICH  
Clerk of the District Court  
Ada County, Idaho

By: Debbie Probst  
Deputy Clerk

FILED  
Thursday, November 12, 2015 at 10:01 AM  
CHRISTOPHER D. RICH, CLERK OF THE COURT

BY:   
Deputy Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION INC,

Plaintiff,

vs.

RICK A ERICKSON,

Defendant.

CASE NO. CV-OC-2013-15568

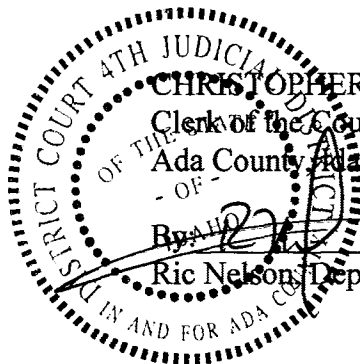
NOTICE OF HEARING

APPEARANCES:

Brindee L. Probst  
Jeremy O Evans  
Attorney at Law  
12828 LaSalle Drive Suite 101  
Boise ID 83713  
Via: Fax

RICK ERICKSON  
3626 E PRESIDENTIAL DR  
MERIDIAN ID 83642

PLEASE TAKE NOTICE That the Honorable Patricia Young, District Judge, has set this matter for **Defendant's Petition for Rehearing of Dismissal of Appeal** on the **Thursday, November 19, 2015 at 03:00 PM**, at the Ada County Courthouse, 200 West Front Street, Boise, ID.



CHRISTOPHER D. RICH

Clerk of the Court  
Ada County, Idaho

By:   
Ric Nelson, Deputy Clerk

CC: Counsel/ mll  
Notice of Hearing

000081

NOV 20 2015

CHRISTOPHER D. RICH, Clerk  
ERIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION,

Plaintiff/Respondent,

vs.

RICK A. ERICKSON,

Defendant/Appellant.

Case No. CV-OC-13-15568

**AMENDED ORDER GOVERNING  
PROCEDURE ON APPEAL**

Notice of Appeal having been filed herein, and it appearing that a transcript of all the testimony of the original trial or hearing has been provided by appellant to resolve the issues on appeal:

It is ORDERED:

- 1) That Appellant's brief shall be filed and served by **December 24, 2015**.
- 2) That Respondent's brief shall be filed and served by **January 21, 2016**.
- 3) That Appellant's reply brief, if any, shall be filed by **February 11, 2016**.
- 4) **Oral Argument on Appeal will be heard on Thursday, February 18, 2016 at 1:30 p.m.**

Dated this 20<sup>th</sup> day of November, 2015.



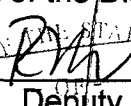
\_\_\_\_\_  
Gerald F. Schroeder  
Senior District Judge

CERTIFICATE OF MAILING

I hereby certify that on this 20<sup>th</sup> day of November, 2015, I mailed a true and correct copy of the within instrument to:

RICK ERICKSON  
3626 EAST PRESIDENTIAL DR  
MERIDIAN ID 83642

BRINDEE L. PROBST  
ATTORNEY AT LAW  
12828 LASALLE DR, STE. 101  
BOISE ID 83713

CHRISTOPHER D. RICH  
Clerk of the District Court  
By:   
Deputy Court Clerk  
IDaho  
DISTRICT COURT  
AND FOR ADA COUNTY

Plan B - Schroeder  
11/24/15 2:14

NO. \_\_\_\_\_ FILED 4:21  
A.M. \_\_\_\_\_ P.M.

NOV 24 2015

CHRISTOPHER D. RICH, Clerk  
By HALEY MYERS  
DEPUTY

Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

Appellant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD ASSOC., INC.	)	
	)	
Plaintiff/Respondent	)	Case No. <u>CV OC 13 15568</u>
v.	)	
	)	
RICK ERICKSON,	)	REQUEST FOR TRANSCRIPT
Defendant/Appellant.	)	
_____	)	

The Appellant requests a transcript for the appeal in this case. The Appellant requests especially that the transcript include the hearing held on January 21, 2015, in Magistrate Court in this case, which was conducted while the appeal proceedings in District Court were stayed. The Appellant requests that the transcript also include the hearing of July 9, 2014, held in Magistrate Court in this case.

1) The District Court, in its Order Governing Procedure on Appeal, filed September 12, 2014, ordered the estimated costs of a transcript be paid by the Appellant and that a transcript be prepared.

2) The Appellant timely paid the estimated costs of a transcript, as evidenced by the Notice of Payment of Estimated Cost of Appeal Transcript, filed October 9, 2014, by Rae Ann Nixon, Ada County Transcript Coordinator.

3) The Plaintiff's Attorney, Brindee Probst, also requested a transcript in this case, and argued at the District Court hearing held December 18, 2014, that a transcript should be prepared and lodged, and she stressed that she could not continue in the appeal until a transcript was available.

A

4) To the best of the Appellant's knowledge, a transcript has not yet been prepared in this case.

If a transcript has indeed been prepared, he has not received a copy of it and neither has he been afforded any opportunity to approve it. Any such transcript would undoubtedly be incomplete and would not include the hearing of January 21, 2015, which was held while the appeal proceedings were stayed.

5) It appears to the Appellant that the District Court's erroneous dismissal of the appeal on October 15, 2014; its stay of appeal proceedings on December 18, 2014; its sua sponte dismissal of the appeal on February 12, 2015; and the long-unresolved nature of the Appellant's Petition for Rehearing, filed March 5, 2015; have created an exceptional cloud of uncertainty in the appeal of this case and have been an interruption and an obstacle to the transcriber, creating doubt as to whether the appeal was in fact proceeding, being stayed, or has been dismissed.

6) The Appellant requests and moves that the District Court resets and clarifies, to the parties and to the transcriber, the schedule for preparing, lodging, and approving the transcript in this appeal.

Date: November 24, 2015



\_\_\_\_\_  
Defendant/Appellant

#### CERTIFICATE OF MAILING

I hereby certify a true and correct copy of the Appellant's Request for Transcript was mailed by first-class mail on November 24, 2015, to Brindee Probst, Attorney for Plaintiff, at the following address:

Brindee Probst  
Vial Fotheringham LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713

Date: November 24, 2015



\_\_\_\_\_  
Defendant/Appellant

Plan B only - Schroeder

RECEIVED

12/16/15 21

DEC 15 2015

Ada County Clerk

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. 8:05 P.M.

DEC 21 2015

Brindee L. Collins  
VIAL FOTHERINGHAM LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713  
Fax: (208)392-1400  
Phone: (208)629-4567  
ISB # 9216

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

Attorney for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT OF ADA COUNTY  
STATE OF IDAHO

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff,

v.

RICK ERICKSON,

Defendant.

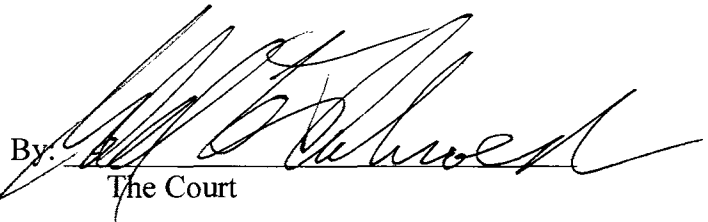
ORDER TO LIFT STAY AND  
REINSTATE APPEAL

Civil No. CV OC 13 15568

THIS MATTER, having come before the Court on November 19, 2015, upon the Petition of the Defendant, Rick Erickson, for Rehearing of Dismissal of Appeal, has been reviewed and considered by this Court.

IT IS HEREBY ORDERED that the stay in this matter is lifted and the appeal is reinstated.

DATED this 17 day of December, 2015.

By:   
The Court

000086

**CERTIFICATE OF SERVICE**

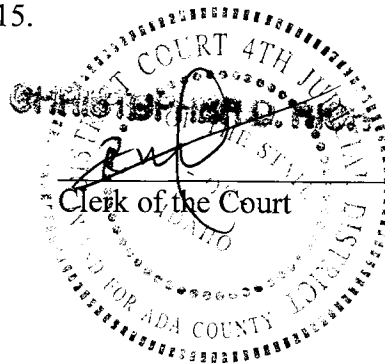
I hereby certify that I sent true and correct copies of the Order to Lift Stay and Reinstate

Appeal to the following:

Brindee Collins  
Vial Fotheringham  
12828 LaSalle Dr., Ste 101  
Boise, ID 83713  
*Attorney for Plaintiff*

Rick Erickson  
3626 E. Presidential Drive  
Meridian, ID, 83642  
*Defendant*

DATED this 21<sup>st</sup> day of December, 2015.





Plan B - Schroeder  
To: Page 6 of 7  
12/30/15 81+

NO \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 5:00

DEC 29 2015

CHRISTOPHER D. RICH, Clerk  
By SANTIAGO BARRIOS  
DEPUTY

Brindee L. Collins  
VIAL FOTHERINGHAM LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713  
Fax: (208)392-1400  
Phone: (208)629-4567  
ISB # 9216

Attorney for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT OF ADA COUNTY  
STATE OF IDAHO

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff,

v.

RICK ERICKSON,

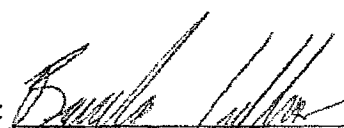
Defendant.

MOTION TO DISMISS APPEAL

Civil No. CV OC 13 15568

Plaintiff Crossroads Neighborhood Association, Inc ('Association') hereby moves to  
dismiss this matter. Defendant/Appellant, Rick Erickson, failed to timely file the Appellant's brief  
in this matter due on December 24, 2015.

DATED this 29 of December, 2015.

By:   
Brindee L. Collins, #9216  
VIAL FOTHERINGHAM LLP  
Attorney for Plaintiff

ORIGINAL

23

**CERTIFICATE OF SERVICE**

I hereby certify that I sent true and correct copies of the Motion to Dismiss Appeal to the following:

Rick Erickson  
3626 E. Presidential Drive  
Meridian, ID, 83642  
*Defendant*

DATED this 29<sup>th</sup> day of December, 2015.

Ashley Kindell

JAN 04 2016

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION,

Plaintiff/Respondent,

vs.

RICK A. ERICKSON,

Defendant/Appellant.

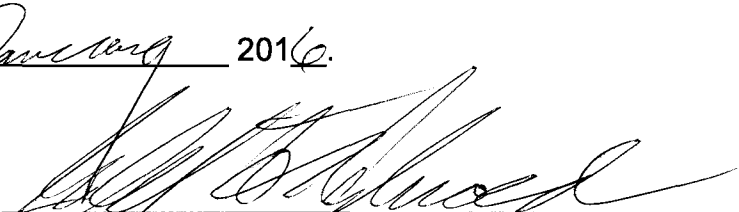
Case No. CV-OC-13-15568

**ORDER DISMISSING APPEAL**

Pursuant to the Amended Order Governing Procedure On Appeal dated  
November 20, 2015 for failure to file Appellant's Brief as required by the order governing  
procedure the appellant having failed to meet the requirements mandated by that order;

IT IS HEREBY ORDERED the Appeal in the above entitled matter is DISMISSED.

Dated this 4 day of January 2016.

  
GERALD F. SCHROEDER  
Senior District Judge

CERTIFICATE OF MAILING

I hereby certify that on this 4<sup>th</sup> day of January 2016, I mailed (served) a true and correct copy of the within instrument to:

RICK A. ERICKSON  
3626 E PRESIDENTIAL DR  
MERIDIAN ID 83642

Brindee L. Probst  
VIAL FOTHERINGHAM, LLP  
12828 LaSalle St, Ste 101  
Boise, ID 83712

CHRISTOPHER D. RICH  
Clerk of the District Court  
By *[Signature]*  
Deputy Court Clerk

RECEIVED  
JAN 04 2016  
Ada County Clerk

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. 8:42 P.M.

JAN 08 2016

CHRISTOPHER D. RICH, Clerk  
By RIC NELSON  
DEPUTY

Brindee L. Collins  
VIAL FOTHERINGHAM LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713  
Fax: (208)392-1400  
Phone: (208)629-4567  
ISB # 9216

Attorneys for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT MAGISTRATE COURT OF ADA COUNTY  
STATE OF IDAHO

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff,

v.

RICK ERICKSON,


Defendant.

ORDER TO DISMISS

Civil No. CV OC 13 15568

Pursuant to the Notice to Dismiss, the pending Appeal is DISMISSED WITH  
PREJUDICE.

Date: *January 7, 2016*

By:   
The Court

✓  
Order to Dismiss

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Ric  
was  
APP

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 452

FEB 08 2016

CHRISTOPHER D. RICH, Clerk  
By AUSTIN LOWE  
DEPUTY

Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

Appellant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD ASSOC., INC.	)	
	)	
Plaintiff/Respondent	)	Case No. <u>CV OC 13 15568</u>
v.	)	
	)	MEMORANDUM IN SUPPORT OF
RICK ERICKSON,	)	
Defendant/Appellant.	)	PETITION FOR REHEARING
_____	)	

The Appellant, pursuant to I.R.C.P. Rule 83(x) and I.A.R. Rule 42(a) and (b), hereby submits this memorandum in support of his Petition for Rehearing, the petition having been filed with the District Court on January 25, 2016.

The Appellant merely wants his appeal to be heard and judged on the merits, and to proceed in this appeal in as straightforward a manner as possible according to the rules of the I.R.C.P. and I.A.R., and to preserve and protect all his rights of due process and procedural due process granted him under the U.S. Constitution, the Idaho State Constitution, the I.R.C.P., the I.A.R., and all other Idaho Court Rules and applicable statutes.

The Petition for Rehearing is brought for reasons which include the following:

(1) In its Amended Order Governing Procedure on Appeal, filed November 20, 2015, the District Court incorrectly states that the transcript in this case has been provided. The transcript previously ordered by the District Court, and for which the Appellant timely paid the estimated cost of transcript, has not been prepared, lodged, settled, or filed with the court.

The District Court ordered a transcript in Part 1 of its Order Governing Procedure on Appeal filed September 12, 2014. Further, I.R.C.P. Rule 83(j)(1) requires that a transcript be prepared as provided for in I.R.C.P. Rule 83(k). The District Court ordered in its Conditional Order Dismissing Appeal, filed September 26, 2014, that the Appellant pay the estimated transcript costs on or before October 10, 2014.

The Appellant timely paid the estimated costs of the transcript on October 9, 2014, as recorded by the Notice of Payment of Estimated Cost of Appeal Transcript, filed by Rae Ann Nixon, Ada County Transcript Coordinator, on October 10, 2014.

I.R.C.P. Rule 83(k)(2) requires that the transcript be prepared and lodged "within thirty-five (35) days from the date of payment of the estimated fee." I.R.C.P. Rule 83(o) requires "the clerk of the trial court shall mail or deliver a notice of lodging of transcript to all ... parties ..." and thereafter that 21 days is to be provided for settlement of the transcript. I.R.C.P. 83(p) requires that within 7 days of settlement, the transcript is to be filed, and that the clerk "shall give notification of such filing to all parties."

A transcript has not been prepared, lodged, noticed regarding lodging, settled, filed, or noticed regarding filing, in this appeal. The Appellant awaits the preparation and lodging of the transcript.

(2) The Appellant requires the transcript prior to filing his Appellant's brief. The briefing schedule specified by the District Court in its order of November 20, 2015, does not conform to the I.R.C.P. and I.A.R. rules governing the processes and procedures for a transcript in this appeal. The order does not include or allow for the minimum time periods, specified in Section 1 above, that are required for the preparation, lodging, lodging notification, settlement, filing, and filing notification of the transcript prior to any filing of the Appellant's brief.

The District Court's briefing schedule in its order of November 20, 2015, has no force or effect. It was issued prior to the appeal being reinstated on December 21, 2015, and prior to a transcript being lodged, settled, filed, and noticed. The order does not conform to I.A.R. Rule 34(c), as incorporated by I.R.C.P. Rules 83(v) and 83(x), which allows the Appellant's brief to be filed within 35 days of the date the reporter's transcript has been filed. The reporter's transcript has not yet been filed.

(3) The Appellant immediately notified the District Court on November 24, 2015, in his Request for Transcript, that the Court's order of November 20, 2015, was in error and that the transcript had not yet

been lodged. The Appellant moved the court in the closing sentence (Section 6) of his Request for Transcript, to reset the briefing schedule in order to account for the required and necessary procedures regarding a transcript in this appeal.

(4) The Appellant requested that the transcript be expanded to include one additional hearing in his Request for Transcript, filed November 24, 2015.

(5) The Appellant's motion of November 24, 2015, to reset the briefing schedule, was outstanding when the Court ordered the appeal dismissed on January 4, 2016. The motion to reset the briefing schedule continues to be outstanding.

(6) I.A.R. Rule 34(c), as incorporated by I.R.C.P. Rules 83(v) and 83(x), allows the Appellant's brief to be filed up to 35 days after the date of when the transcript has been filed. Even if one ignores the fact that the transcript has not yet been filed or properly accounted for in the briefing schedule, the Court has required in its order of November 20, 2015, that the Appellant's brief be filed by December 24, 2015, which is less than the 35 days allowed under I.A.R. Rule 34(c).

(7) The Court's order of November 20, 2015, was issued while the appeal was still dismissed, more than one month before the appeal was reinstated by the Court on December 21, 2015, thereby being void and having no force or effect, thereby making all referenced dates in the briefing schedule unattainable, unreasonable, and not in conformance with I.R.C.P. and I.A.R. rules, including those rules specified in the preceding sections of this memorandum, pertaining to time periods for transcripts and appellant's brief, thereby making it impossible for the Appellant to provide a brief on December 24, 2015.

The deadline of December 24, 2015, was only three days after the appeal had been reinstated, and with still no accounting in the briefing schedule having been made for the transcript procedures and transcript time allotments, despite the Appellant's motion on November 24, 2015, to reset the briefing schedule.

(8) I.R.C.P. Rule 6(e)(1) allows an additional three days to be added to deadlines when service is performed by mail. The District Court's order reinstating the appeal on December 21, 2015, was served by mail, thereby creating the unreasonable requirement and expectation that the Appellant's brief should be served and filed on December 24, 2015, the same day as the Appellant would become aware under



service by mail that the appeal had just been reinstated.

(9) The Order Dismissing Appeal of January 4, 2016, and the Order to Dismiss of January 8, 2016, were both entered sua sponte, that is, without prior notice and without an opportunity by the Appellant to be heard or to respond by brief or memorandum.

In *State v. Langdon*, 117 Idaho 115, 785 P.2d 679 (Ct. App. 1990), it was held that in such situations during appeal, justice requires an opportunity to seek the court's reconsideration:

Where, as here, the order has been entered sua sponte, without prior notice and opportunity to be heard or to respond by memorandum, concerning the reason for a contemplated dismissal, we think justice requires an opportunity to seek the court's reconsideration.

(10) Both of the January 2016 orders to dismiss clearly seek to deny the Appellant the opportunity to have his case judged on the merits and seek to deny him his due process and his procedural due process rights, especially within the context of the very unusual situation created by the District Court itself in failing to provide time within the November 20, 2015, briefing schedule for a transcript to be lodged, settled, and filed, and in ordering and specifying deadlines more than one month before the appeal was reinstated on December 21, 2015.

The Appellant argues it is not just the sua sponte nature of the January 2016 dismissals that is of concern, but also that the District Court is plainly seeking to foreclose any opportunity for an appeal through its creation of very odd situations, requirements, and orders that fly in the face of I.R.C.P. and I.A.R. rules. The District Court has created particularly "extraordinary circumstances" that defy the rules.

Again, in *State v. Langdon*, it was held that where extraordinary circumstances exist, justice requires an opportunity to seek the court's reconsideration, and the opinion particularly calls out instances of "prohibition" in which a court clearly sought to foreclose such opportunities:

Rule 44, I.A.R., authorizes the appellate court to alter the normal appellate procedure where "extraordinary circumstances" exist. In our view, dismissing an appeal, without prior notice and opportunity to be heard or to file a memorandum concerning the dismissal, represents an extraordinary circumstance. We hold that such an opportunity should have been made available at some point in this case. The court plainly sought to foreclose such an opportunity after the dismissal with its prohibition against filing a petition for rehearing. Indeed, the court's order also was entitled a "remitter," purporting to terminate the court's appellate jurisdiction. In these respects, we believe the court erred.

(11) The District Court's Order to Dismiss of January 8, 2016, is especially in error and attempts to


deny justice to the Appellant and to deny that this appeal and the underlying case be heard and judged upon the merits. The order incorrectly claims that the Appellant has been given notice of a pending dismissal, by referencing a "Notice to Dismiss." Such a notice does not exist and has never existed, has never been filed, and is not a part of the case record. The order also references a pending appeal, but the District Court's order of January 4, 2016, has already dismissed the appeal so that therefore no appeal would still be pending on January 8, 2016. The Court goes out of its way to deny justice and adjudication on the merits by attempting to deny the Appellant his rights of due process.

The District Court's second Order to Dismiss, filed January 8, 2016, with its specific emphasis on "DISMISSED WITH PREJUDICE," and the incorrect references of a "Notice to Dismiss" and "pending Appeal," discussed in the preceding paragraph above, are intentional "prohibitions" of the same nature as that described in the State v. Langdon citation quoted in Section 10 of this document above. The State v. Langdon opinion again references the prohibition, and a remedy, in the following:

We therefore vacate that portion of the district court's order prohibiting Langdon from filing a petition for rehearing on the dismissal of his appeal. On remand, we direct the district court to enter an order setting a twenty-one day period within which Langdon may file such a petition.

(12) The Appellant respectfully requests this Court to simply reissue its order governing the procedure on appeal to include the required timeframes for a transcript and allow the appeal to move forward.

Date: February 8, 2016

  
\_\_\_\_\_  
Appellant/Defendant

#### CERTIFICATE OF MAILING

I hereby certify a true and correct copy of the Memorandum in Support of Petition for Rehearing was mailed by first-class mail on February 8, 2016, to Brindee Probst, Attorney for Plaintiff, as follows:

Brindee Probst  
Vial Fotheringham LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713

Date: February 8, 2015

  
\_\_\_\_\_  
Appellant/Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT **FEB 12 2016**

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA **CHRISTOPHER D. RICH, Clerk**  
**ADAM R. NELSON**  
DEPUTY

CROSSROADS NEIGHBORHOOD ASSOCIATION, INC.,	)	
	)	
	)	
	)	
Plaintiff,	)	
	)	Case No. CV-OC-2013-15568
vs.	)	
	)	
RICK ERICKSON,	)	ORDER DENYING
	)	PETITION FOR REHEARING
	)	
	)	
Defendant.	)	
_____	)	

This appeal has a rather lengthy procedural history.

On September 8, 2014, nearly two years ago, Rick Erickson, the defendant herein, filed a “special appearance – notice of appeal,” concerning a default judgment.

On October 15, 2014, an order dismissing the appeal was filed, due to Mr. Erickson’s failure to pay the requisite transcript fee.

On October 24, 2014, Erickson filed a “special appearance – motion to vacate order dismissing appeal.”

On October 30, 2014, an order reinstating appeal was filed “[b]ased upon the appellant paying for their transcripts on October 9, 2014 . . .”

On December 18, 2014, an order to stay pending appeal was filed, which “suspended [the appeal] for thirty days to allow the appellant to obtain an order from



the magistrate court either granting or denying his motion to set aside the default judgment.”

On February 12, 2015, an order dismissing appeal was filed, “[d]ue to the rulings on defendant’s Motion to Vacate Default Judgment and Motion for More Definite Statement . . . .”

On March 5, 2015, Mr. Erickson filed a “petition for rehearing.”

On November 19, 2015, during a hearing, the Court reinstated the appeal, and noted a new briefing schedule would follow.<sup>1</sup>

The next day an amended order governing procedure on appeal was filed, stating “Appellant’s brief shall be filed and served by December 24, 2015.”

On January 4, 2016, a motion to dismiss the appeal was filed by the plaintiff, Crossroads Neighborhood Association, Inc., based upon Erickson’s failure to file a timely appellant’s brief.<sup>2</sup>

On January 8, 2016, an order to dismiss, with prejudice, was filed.

On January 25, 2016, Mr. Erickson filed yet another “petition for rehearing.”

The petitioner’s petition for a rehearing is denied. Mr. Erickson has had ample opportunity, during the past nearly two years, to have his appeal heard but he has failed to adhere to the relevant rules and procedures. See, e.g., I.R.C.P. 83(s) (The failure to physically file a notice of appeal or notice of cross-appeal with the district court within the time limits prescribed by these rules shall be jurisdictional and shall cause automatic dismissal of such appeal upon motion of any party, or upon

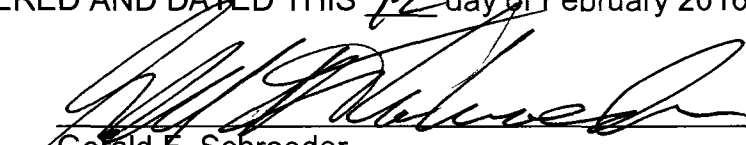
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<sup>1</sup>During the hearing, the parties agreed that the issue on appeal was narrow (whether the default judgment was appropriate) and was ready for briefing.

<sup>2</sup>Mr. Erickson did not seek an extension of time to file his brief, prior to the expiration of that thirty-four day time period, nor did he object to the briefing plan, during the November 19, 2014 hearing.

initiative of the district court. *Failure of a party to timely take any other step in the appellate process shall not be deemed jurisdictional, but may be grounds only for such other action or sanction as the district court deems appropriate, which may include dismissal of the appeal.*") (emphasis added). See also *Mattson v. Calhoun*, 99 Idaho 24, 26, 576 P.2d 1058, 1060 (1978) (upholding dismissal of an appeal as an I.R.C.P. 83(s) sanction, since it was not a clear and manifest abuse of discretion).

SO ORDERED AND DATED THIS 12 day of February 2016.

  
\_\_\_\_\_  
Gerald F. Schroeder  
Senior District Judge

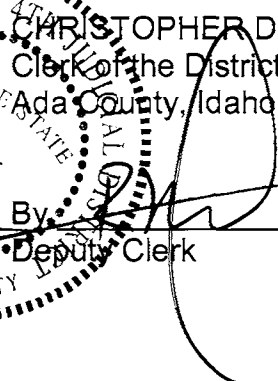
# CERTIFICATE OF MAILING

I, Christopher D. Rich, the undersigned authority, do hereby certify that I have mailed, by United States Mail, one copy of the above ORDER as notice pursuant to Rule 77(d) I.R.C.P. to each of the parties of record in this cause in envelopes addressed as follows:

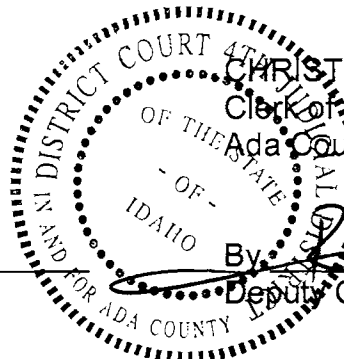
RICK ERICKSON  
3626 E. PRESIDENTIAL DRIVE  
MERIDIAN, ID 83642

BRINDEE L. PROBST-COLLINS  
VIAL FOTHERINGHAM LLP  
12828 W. LASALLE ST., SUITE 101  
BOISE, ID 83713

Date: FEB 12 2016

By:  Deputy Clerk

CHRISTOPHER D. RICH  
Clerk of the District Court  
Ada County, Idaho



DISTRICT COURT 4TH JUDICIAL DISTRICT  
OF THE STATE  
- OF -  
IDAHO  
FOR ADA COUNTY

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 4:04

MAR 25 2016

CHRISTOPHER D. RICH, Clerk  
By TYLER ATKINSON  
DEPUTY

Rick Erickson  
3626 East Presidential Drive  
Meridian, ID 83642

Appellant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD ASSOC., INC.	)	
	)	
Plaintiff/Respondent	)	Case No. <u>CV OC 13 15568</u>
v.	)	
	)	
RICK ERICKSON,	)	NOTICE OF APPEAL
Defendant/Appellant.	)	
_____	)	

TO: THE ABOVE-NAMED RESPONDENT, CROSSROADS NEIGHBORHOOD ASSOC., INC.,  
AND THE PARTY'S ATTORNEY, BRINDEE COLLINS (VIAL FOTHERINGHAM LLP,  
12828 WEST LASALLE ST., SUITE 101, BOISE, ID 83713), AND THE CLERK OF THE ABOVE-  
ENTITLED COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The above-named appellant, Rick Erickson, appeals against the above-named respondent to the Idaho Supreme Court from (i) the decision titled Order Dismissing Appeal entered in the above-entitled action on January 4, 2016; from (ii) the decision titled Order to Dismiss entered in the above-entitled action on January 8, 2016; and from (iii) the order titled Order Denying Petition for Rehearing entered in the above-entitled action on February 12, 2016; the Honorable District Judge Gerald F. Schroeder presiding.

2. The above-named appellant, Rick Erickson, appeals against the above-named respondent to the Idaho Supreme Court from (i) the judgment titled Default Judgment entered in the above-entitled action on

*aw*

July 28, 2014; from (ii) the order titled Order Denying Motion to Vacate Default Judgment entered in the above-entitled action on February 3, 2015; and from (iii) the order titled Order Denying Defendant's Motions entered in the above-entitled action on March 31, 2015; the Honorable Magistrate Judge Patricia G. Young presiding.

3. That the appellant has a right to appeal to the Idaho Supreme Court, and the decisions and orders described in paragraphs 1 and 2 above are appealable orders under and pursuant to Idaho Appellate Rule 11(a)(1), 11(a)(2), and 11(a)(7).

4. The issues on appeal include, but are not limited to, the following:

(a) The district court ordered that an appellant brief be filed even though the court-ordered transcript for the appeal had not yet been lodged, settled, or filed and the transcript continues to be outstanding.

(b) The briefing schedule ordered by the district court did not allow for even the minimum time periods required under the I.R.C.P. and I.A.R. rules for filing an appellant brief.

(c) The district court ordered and entered a briefing schedule while the appeal was dismissed, and more than a month before an order reinstating the appeal was entered, thus making the briefing-schedule order a nullity and leaving only three days from when the appeal was reinstated to when the district court ordered that appellant's brief be filed, with the additional complication that the court-ordered transcript had still not been lodged.

(d) The district court dismissed the appeal 14 days after the appeal was reinstated, without prior notice to the appellant, and apparently because the appellant did not file an appellant brief within three days after the appeal was reinstated.

5. No order has been entered sealing any portion of the record.

6. The appellant requests the preparation of the reporter's transcript for the hearing held at 3 p.m. on November 19, 2015, regarding the appellants Petition for Rehearing. The transcript is estimated to be less than 100 pages and the court reporter is Christie Valcich.



7. The appellant requests that the clerk's record be limited to the following documents:

Register of Actions  
07/28/2014 Default Judgment  
09/12/2014 Order Governing Procedure on Appeal  
09/22/2014 Special Appearance---Amended Notice of Appeal  
09/26/2014 Conditional Order Dismissing Appeal  
10/09/2014 Notice of Payment of Estimated Cost of Appeal Transcript  
10/15/2014 Order Dismissing Appeal  
10/30/2014 Order Reinstating Appeal  
10/30/2014 Amended Order Governing Procedure on Appeal  
12/18/2014 Order to Stay Pending Appeal  
01/28/2015 Affidavit Detailing Plaintiff Fraud  
02/03/2015 Order Denying Motion for More Definite Statement  
02/10/2015 Order to Strike  
02/12/2015 Order Dismissing Appeal  
03/05/2015 Petition for Rehearing  
03/19/2015 Memorandum in Support of Petition for Rehearing  
03/31/2015 Order Denying Defendants Motions  
11/12/2015 Notice of Hearing  
11/20/2015 Amended Order Governing Procedure on Appeal  
11/24/2015 Request for Transcript  
12/21/2015 Order to Lift Stay and Reinstate Appeal  
12/29/2015 Motion to Dismiss Appeal  
01/04/2016 Order Dismissing Appeal  
01/08/2016 Order to Dismiss  
02/08/2016 Memorandum in Support of Petition for Rehearing  
02/12/2016 Order Denying Petition for Rehearing

8. I certify:

(a) that a copy of this notice of appeal has been served to court reporter Christie Valcich by mailing a copy to her at the following address:

Christie Valcich, Court Reporter, Ada County Courthouse, 200 W. Front Street, Boise, ID 83702

~~(b) that the clerk of the district court has been paid the estimated fee for preparation of the reporter's transcript.~~

(c) that the estimated fee for the preparation of the clerk's record has been paid.

(d) that the appellate filing fee has been paid.

(e) that service has been made upon all parties required to be served pursuant to I.A.R. Rule 20.

Date: March 25, 2016

[Signature]  
Appellant/Defendant

STATE OF IDAHO )  
                          ) ss.  
County of Ada    )

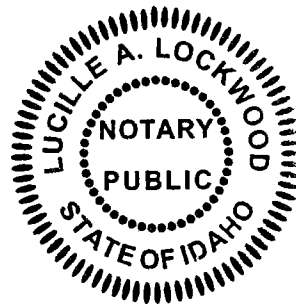
RICK ERICKSON, being sworn, deposes and says:

That he is the appellant in the above-entitled appeal, and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

Date: March 25, 2016

[Signature]  
Appellant/Defendant

Subscribed and Sworn to before me, Lucille A Lockwood, Notary Public,  
this 25 day of March, 2016.



Lucille A Lockwood  
Notary Public for Idaho  
Residing at Meridian  
Commission expires 02/12/2021

CERTIFICATE OF MAILING

I hereby certify a true and correct copy of the Notice of Appeal was mailed by first-class mail on  
March 25, 2016, to Brindee Collins, Attorney for Plaintiff, as follows:

Brindee Collins  
Vial Fotheringham LLP  
12828 W. LaSalle St., Suite 101  
Boise, Idaho 83713

Date: March 25, 2016

[Signature]  
Appellant/Defendant

IN THE SUPREME COURT OF THE STATE OF IDAHO

Supreme Court No. 44075

CROSSROADS NEIGHBORHOOD ASSOC., INC. )

Plaintiff/Respondent )

v. )

RICK ERICKSON, )

Defendant/Appellant. )

NO. \_\_\_\_\_  
FILED PM 12:46  
A.M. \_\_\_\_\_

MAY 09 2016

CHRISTOPHER D. RICH, Clerk  
By SUZANNE SIMON  
DEPUTY

NOTICE OF TRANSCRIPT LODGED

Notice is hereby given that on May 6, 2016, I lodged a transcript, 14 pages in length, for the above-referenced appeal with the District Court Clerk of Ada County in the Fourth Judicial District.



(Signature of Reporter)  
Christie Valcich, CSR-RPR  
May 6, 2016

Dates: Thursday, November 19, 2015

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff-Respondent,

vs.

RICK A. ERICKSON,

Defendant-Appellant.

Supreme Court Case No. 44075

CERTIFICATE OF EXHIBITS

I, CHRISTOPHER D. RICH, Clerk of the District Court of the Fourth Judicial District of the State of Idaho in and for the County of Ada, do hereby certify:

There were no exhibits offered for identification or admitted into evidence during the course of this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court this 9th day of May, 2016.

CHRISTOPHER D. RICH  
Clerk of the District Court

By   
Deputy Clerk

CERTIFICATE OF EXHIBITS

000107

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff-Respondent,

vs.

RICK A. ERICKSON,

Defendant-Appellant.

Supreme Court Case No. 44075

CERTIFICATE OF SERVICE

I, CHRISTOPHER D. RICH, the undersigned authority, do hereby certify that I have personally served or mailed, by either United States Mail or Interdepartmental Mail, one copy of the following:

CLERK'S RECORD AND REPORTER'S TRANSCRIPT

to each of the Attorneys of Record in this cause as follows:

RICK A. ERICKSON, PRO SE

ATTORNEY FOR APPELLANT

BOISE, IDAHO

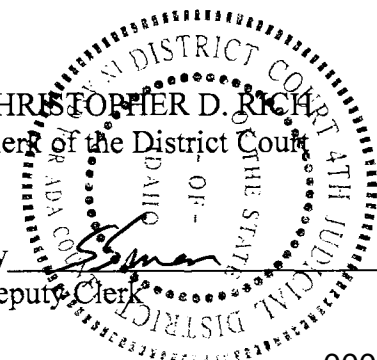
BRINDEE L. COLLINS

ATTORNEY FOR RESPONDENT

BOISE, IDAHO

Date of Service:                     MAY 09 2016                    

CERTIFICATE OF SERVICE

CHRISTOPHER D. RICH  
Clerk of the District Court  
By                     *Christopher D. Rich*                      
Deputy Clerk  


IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CROSSROADS NEIGHBORHOOD  
ASSOCIATION, INC.,

Plaintiff-Respondent,

vs.

RICK A. ERICKSON,

Defendant-Appellant.

Supreme Court Case No. 44075

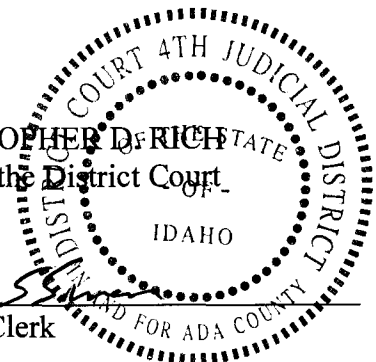
CERTIFICATE TO RECORD

I, CHRISTOPHER D. RICH, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the above and foregoing record in the above-entitled cause was compiled under my direction and is a true and correct record of the pleadings and documents that were requested by the Appellant in the Notice of Appeal.

I FURTHER CERTIFY, that the Notice of Appeal was filed in the District Court on the 25th day of March, 2016.

CHRISTOPHER D. RICH  
Clerk of the District Court

By \_\_\_\_\_  
Deputy Clerk



CERTIFICATE TO RECORD

000109