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SECOND AMENDMENT TO RESTRICTIVE COVENANTS OF
QUAIL RIDGE SUBDIVISION NO. 8

REFERENCE IS MADE to that certain Restrictive Covenants of Quail Ridge Subdivision No. 8 recorded April 10, 2002 as Instrument No. 102041993 in the office of the County Recorder of Ada County, Idaho, which was amended by a First Amendment to Restrictive Covenants of Quail Ridge Subdivision No. 8 and recorded May 18, 2015 as Instrument No. 2015-041811 in the office of the County Recorder of Ada County, Idaho (hereafter as amended "Restrictions").

WHEREAS, pursuant to Article X, Section 8 of the Restrictions, the Restrictions may be amended by an instrument, signed by not less than seventy-five percent (75%) of the Owners in Quail Ridge Subdivision No. 8; and

WHEREAS, the Owners wish to amend the Restrictions for the purpose of modifying the required landscaping of each Lot.

NOW THEREFORE, the Owners hereby amend the Restrictions, as follows:

Definitions. All capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to them in the Restrictions.

Amendment to Article VI, Section 13. Article VI, Section 13 of the Restrictions, entitled "Landscaping", is hereby amended to the following:

Section 13. Landscaping. Prior to landscaping being commenced and prior to occupancy of home, landscaping plans will be submitted to the Committee for approval.

Owner shall plant within ten (10) feet of the front property line one shade tree or coniferous tree for each whole unit of fifty (50) feet of street of a type approved by the Committee and upon thirty (30) days' notice of the failure to do so, the Association may plant said trees and Owner shall pay Association therefor. The trees shall have a minimum size of two inch trunk diameter, one foot above the ground. Any tree or shrub on any Lot in the subdivision shall not exceed a maximum mature height of twenty-five (25) feet. No trees plantings, building or

structure shall be placed on said property so as to obstruct the windows or light of any adjoining property owner in said subdivision.

Landscaping in of front yard is to be completed within thirty (30) days of substantial completion of home, to include the aforementioned trees, fifteen (15) five-gallon plants and twenty (20) two-gallon shrubs. The foregoing thirty (30) day completion requirement may be extended with committee approval for homes completed during the winter months and other circumstances within the sole discretion of the Committee. A single five gallon plant may be substituted for two (2) gallon plants. Liberal plantings of annual, perennial flowers are encouraged. Sculptured planting areas are also encouraged.

Owner is required by Boise City Planning to use an approved turf-type fescue for all sod, if sod is installed on the property. In addition, a ten (10) foot firebreak is to be maintained about the perimeter of the building pad wherever said building pad abuts to the native hillside. The firebreak may not contain evergreens of any type. Bark, sod, rock, impermeable surfaces, deciduous shrubs or trees may be employed. Boise City Planning may require the submittal of a landscape plan prior to the granting of a building permit.

All side and front slopes of the Lot must be fully landscaped. All slopes with a steepness greater than 3-to-1 (33% grade) shall be (a) planted with spreading plants with good root systems on four foot (4') centers with a ground cover such as bark, crushed rock, or cinders laid down to cover any exposed ground, or (b) decorative landscaping with flowers, and/or shrubs, and/or trees with a permanent ground cover such as a crushed rock or cinders that will not blow or wash. When bark is used it must be raked regularly to remove bare spots. Slopes with a steepness of less than a 3-to-1 may be landscaped in the aforementioned manner or may substitute ground cover such as bark in place of the permanent ground cover. Sodded slopes must be mowed regularly so as not to exceed a height of four (4) inches. Hydroseeding of side slopes shall not be permitted without the prior written approval of the committee.

The front yards of all building Sites, back to the "building line" shall be maintained as outlined above. There shall be no hedge, fence or wall of any type situated upon the building site between the building line and the curb of the street unless permission of the Association and the immediately adjacent property owners to such site is first obtained.

General Provisions:

Enforcement. The Association and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms, covenants, conditions or restrictions imposed by the provisions of this Second Amendment. Failure by the Association or any Owner to immediately enforce any such term, covenant, condition or restriction shall in no event be deemed a waiver of the right to do so in the future.

Conflicts. Any conflicts between the terms of the Restrictions and the provisions of this Second Amendment shall be controlled by this Second Amendment.

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

Term and Amendment. The terms, covenants, conditions and restrictions of this Second Amendment shall run with and bind all property covered by the Restrictions and its amendments.

Duration and Applicability to Successors. The terms, covenants, conditions, and restrictions set forth in this Second Amendment shall run with the land and shall inure to the benefit of and be binding upon the Association and all Owners and their successors in interest.

Effective Date. This Second Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

Governing Law. This Second Amendment shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Quail Ridge Neighborhood Association, Inc. hereby certify and acknowledge that this Second Amendment was approved in writing by not less than seventy-five percent (75%) of the Owners in Quail Ridge Subdivision No. 8 and covered by the Restrictions, and have duly executed this Second Amendment on this 16th day of MAY, 2018.

By: 
Patrick Standley, President

By: 
Daniel M. O'Donnell, Secretary

