

2/1/94

**RESTRICTIVE COVENANTS OF
QUAIL RIDGE SUBDIVISION NO. 9**

The undersigned, being the owners of the property hereinafter described, hereby adopt the following protective covenants in their entirety to apply to real property to be subdivided and contained in a subdivision to be known as QUAIL RIDGE SUBDIVISION NO. 9, a portion of Section 20, Township 4N., Range 2E., Boise, Ada County, Idaho.

The undersigned, hereinafter collectively referred to as the "Grantor," hereby declare that there is to be established a general plan for the development, improvement, maintenance and protection of the real property included within Quail Ridge Subdivision No. 9 (referred to herein as the "Subdivision") and the Grantor does hereby establish the Protective Restrictions and Covenants hereinafter called "Restrictions," as set forth in Articles I through X all inclusive hereof.

NOW, THEREFORE, Grantor further 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 QUAIL RIDGE NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns. Said Association shall serve other phases of Quail Ridge as hereinafter provided.

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 a 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. Additional phases of Quail Ridge project may be brought into the Association by Declarant without the consent of the members.

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

Section 5. "**Grantor**" shall mean and refer to QUAIL RIDGE PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

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Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of Common Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such Lots and/or contiguous portions of two or more contiguous Lots and upon which a dwelling has been constructed and occupied.

Section 7. "Said Property" 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 by recorded declarations in the manner hereinafter set forth.

Section 8. "Committee" shall mean and refer to the ARCHITECTURAL COMMITTEE established under Article V, below, unless the context indicates otherwise.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a 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 charge a setup fee to an Owner when title to a Lot passes from the Grantor to an Owner other than the Grantor;
- (c) 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 60 days for any infraction of its public rules and regulations;
- (d) 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 property.

ARTICLE III 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.

As each additional phase of Quail Ridge project is formed, the new phase may be integrated into or brought within the jurisdiction of the Association by virtue of recording Restrictive Covenants which so provide, with all restrictions and privileges applied and the owners of Lots in such additional phases shall be members of the Association. As a precondition of such annexation, the restrictive covenants for any such additional phase must be substantially the same as these covenants.

Section 2. Inspection of Association Records. The financial reports, books and records of the Association may be examined, at a reasonable time, by any member of record.

Section 3. 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 4. Officers and Directors. At an annual meeting called pursuant to notice as herein provided for 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 five (5) directors elected to serve either for a period of one (1) year, until their successors are elected, or until their resignations are effective.

Section 5. 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 unless 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 IV 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) 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, cost 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. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

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. The maximum annual assessment has been established by the Association under the following guidelines:

- (a) 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) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the Owners 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 assessments at an amount not to exceed of the maximum.
- (d) The maximum assessment for Lots owned and held in inventory by Quail Ridge Partnership shall be seventy-five percent (75%) of the amount for other lots.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except as noted in Article IV Section 3 above. Assessments may be collected on a monthly, quarterly or annual basis at the discretion of the board.

Section 5. 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 two-thirds (2/3) 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 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 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 forty percent (40%) of all the votes of each class of membership shall constitute a quorum.

Section 7. Due Dates of Annual Assessments. The annual assessment shall be prorated to each Owner according to the number of months of ownership 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 signed 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 the Grantor, 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 or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, trustees sale 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 other 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 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 (including any social events planned by the Association).

The Association shall be responsible for the repair, upkeep, 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.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. 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 this document affected by such approval. 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 committee shall consist of the following:

J. Ramon Yorgason	6200 Meeker, Boise, ID 83713
Carl Baker	6200 Meeker, Boise, ID 83713
Dale Behrman	6200 Meeker, Boise, ID 83713

Notwithstanding any other provision to the contrary herein, after the Developer has sold all the Lots in the Subdivision, this Architectural Committee for said subdivision shall be turned over to the Quail Ridge Neighborhood Association, Inc., and not before. Thereafter, the members of the committee shall be appointed by the Board of Directors of the Association. Amending this instrument shall not affect this provision.

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.

ARTICLE VI COVENANTS, RESTRICTIONS AND CONDITIONS

The following covenants shall run with the land and be in force and effect according to the provisions of Article IV herein. Modification or termination of these covenants can only be made with the consent of the QUAIL RIDGE PARTNERSHIP (the original developer of the Properties) while any Lots in this subdivision remain in its ownership.

Section 1. Lot Usage. No Lot shall be used except for residential or common area purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached or detached private garage for not more than four cars. In addition, certain Lots are subject to those additional height restriction restrictions set forth in Section 21 of Article VI, below.

Section 2. Approval of Additional Improvements. No additional building fence, wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications for improvements which are similar in general design and quality, and generally in harmony with the dwellings then located on said property has been submitted to and approved by the Architectural Control Committee.

Section 3. Residence Valuation. The value of any residence shall exceed \$225,000 in improvements exclusive of the value of the land, based on January 2001 values.

Section 4. Parking Restrictions. No vehicle shall be allowed to park on public roadways for longer than 24 hours, or for extended periods of time each day.

No working or commercial vehicles of 3/4 ton or greater, camper, motor home, boats, trailers, motorcycles, truck-campers and like equipment, or junk cars or other unsightly vehicles shall be allowed on any part of said property nor on public ways adjacent thereto for longer than 24 hours or for extended periods of time each day excepting only within the confines of any enclosed garage, or other approved enclosures, and no portion of same may project beyond the enclosed area. The Committee shall be the sole and exclusive judges of approved parking areas. Their decision shall be final and binding.

Section 5. Fencing/Plantings Restrictions. Fences shall not extend closer to any street than 30 feet without express approval of the Committee, and shall be of good quality and workmanship and shall be properly finished and maintained. Any exceptions must have written prior approval from the Committee. Interior barriers between Lots on Lot lines may be wrought iron fences of good quality, hedges, plantings, trees or shrubbery. All other fencing shall be by specific approval and review of the Committee with respect to design, height, location and materials. The location of fences, dog runs, hedges, plantings, obstructions or barriers shall be so situated as not to unreasonably interfere with the view, enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable or noxious or nuisance use. The determination of the Committee shall be binding on all parties as to whether an undesirable or noxious use exists.

Fencing around swimming pools, dog runs, or other locations where fencing is required shall be by specific approval and review of the Committee.

Dog runs must be screened so as not to be visible from the street. They must be situated so as not to constitute a nuisance or noxious use to adjacent neighbors. Location and landscape screening plans for dog runs must be approved in writing by the committee.

Section 6. Building Location. No building shall be located on any Lot nearer than twenty-five (25) feet from the front lot line except that the garage portion of homes with side-facing garages may be twenty (20) feet from the front lot line. Building setbacks from side yard and rear yard property lines are subject to zoning and conditional use regulations governing the Subdivision.

Questions should be referred to Boise City Planning. As a general rule, building foundations must be at least ten (10) feet from the crest of any slope. Special rules apply for daylight basement designated Lots. Any deviations to building location must be approved by the Committee prior to the start of construction.

Section 7. Residence Commenced Within One Year. Construction of any residences in the subdivision shall be diligently pursued without delays after commencement thereof. Construction must begin within one year of purchase of the Lot unless a waiver is permitted by the Committee for good cause. If building is not commenced within one (1) years from date of purchase then the developer may repurchase the Lot from the buyer at the original purchase price less ten percent (10%).

Section 8. Temporary Structures. Outbuildings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently.

Only one outbuilding per Lot will be allowed. All outbuildings shall be constructed of good quality material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property. Such buildings and their location must be approved by the Committee.

Section 9. Undesirable Use of Property. Nothing of an offensive, dangerous, odorous, or noisy kind 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. No noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. Weeds shall be kept cut to less than 4 inches high on vacant Lots. Lots shall be well groomed, with lawns adequately mowed and trimmed, and flower beds kept free of weeds. The determination of the Association or the Grantor that any activity or use is undesirable or noxious shall be conclusive upon all parties.

Section 10. Animal Restrictions. Keeping or raising of farm animals or poultry shall be prohibited. All dogs and cats or household pets kept on these premises shall be properly 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. Not more than two dogs and or cats or other pets may be kept at one time, except that a litter of young may be kept until 8 weeks old. Habitually noisy dogs shall not be permitted.

Section 11. Business Enterprise Restrictions. No business enterprises shall be conducted on the above property that cannot be conducted within the residence of the owner. 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, erected, maintained, or used and shall be entirely prohibited upon the Lots in this subdivision.

Section 12. Roofing Materials. All roofs shall be of slate, tile or Celotex® Presidential shingle unless a specific exception is granted by the Committee. Boise Fire Department requires that roofing must be constructed of Class A fire-rated non-wood materials.

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 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 of front yard is to be completed within thirty (30) days of substantial completion of home, to include sod in the front yard, 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. A single five gallon plant may be substituted for two (2) two-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. 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 fire break 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 and formally landscaped. All slopes with a steepness greater than 3-to-1 (33% grade) shall be (a) sodded, (b) 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 (c) decorative landscaping with flowers, shrubs, and/or trees with a permanent ground cover such 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 in grass, shrubs and trees. 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. In no event shall there be a hedge, fence or wall of any type situated anywhere upon a building site of a greater height then six (6) feet above the original grade of the building Lot.

Section 14. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat of said subdivision over the areas indicated on said plat. In addition to easements shown on the recorded plat, an easement is further reserved five (5) feet each side of all other lot lines for 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 flow of water through drainage channels in the easements.

Section 15. Utility Company Access to Gated Areas. Utility companies and municipal service providers serving the subdivision have rights of ingress, egress and maintenance across and upon Common Areas and easements for purposes of accessing, inspecting, maintaining and repairing equipment. In order to carry out the aforementioned purposes, representatives of United Water, Northwest Boise Sewer District, Boise City Fire Department and any other such agency or utility company may obtain from the Association, any necessary keys, access codes, and/or combinations to locks which might be used to secure gates or barriers.

Section 16. Plumbing Facilities. 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 public wet line sewer.

Approval of all sewage-disposal systems installed shall be obtained from the Department of Public Works or Building Department of Boise City.

Section 17. Sign Restrictions. Unless written approval is first obtained from the Committee, no sign of any kind shall be displayed to public view on any building or building site on said property except the following: One professional sign of not more than five square feet advertising the property for sale, or signs used by the developer to advertise the property during the construction and sales period. If a property is sold, any sign relating thereto shall be removed immediately. The names of resident Owners of Building Sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the committee.

Section 18. Proper Waste Maintenance. No Lot or building site included within the subdivision shall be used or maintained as a dumping ground for waste or material. Incinerators are not permitted. Receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition in a location out of view from street or neighboring properties.

Section 19. Building Materials Confined. All building materials and equipment will be kept within the property lines during construction. Machinery and building equipment shall be removed upon completion of construction.

Section 20. Communication Equipment Restrictions. Installation of radio and/or television antennae, or satellite dish is prohibited outside any building without written permission from the Committee. In addition, any such installation must comply with the requirements of Article VIII, Section 2, below.

Section 21. Building Height Restrictions. There are no building height restrictions for the Subdivision. However, the Committee reserves the right, at its discretion, to impose building height restrictions on a case-by-case basis as a condition of building plan approval. All construction exceeding 22 feet in elevation from the point determined to be the back of sidewalk at the center of the original driveway curb cut, shall require the written approval from the Committee prior to commencement of construction.

Section 22. Easement of Maintenance. The Association shall have a permanent easement to go upon the privately-owned property of Owners to perform maintenance upon said property or upon any Common Areas, including, but not limited to, snow removal, lawn and yard maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easements hereby reserved and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance, and repair of

utility service connections and drainage systems whether or not such conditions violate any of the foregoing sections.

ARTICLE VII

GRADE LEVEL OF LOT, LANDFILLS, RETAINING WALLS AND ROOF DRAINS

The use of each Building Site by any Owner shall be subject to the following requirements in changing the natural terrain of any Lot:

Section 1. Grade Level. The front yard and side yards on any building site shall not incorporate slopes in excess of two-to-one grade. Front yard retaining walls shall be avoided. Rear yard retaining walls are not permitted without prior written approval from the Architectural Control Committee and the City of Boise Planning and Zoning Department.

Section 2. Landfill. In using a Building Site, any fill to level or otherwise grade the site shall be limited to the minimum required in front and side yards to adequately cover the foundation and to provide a gentle slope of land away from the house, such fill at the property line to conform to the grade difference as set forth in Section 1 hereof. Fill to the rear of the residence shall be limited to the minimum necessary to cover foundation and provide a walkway adjacent to the rear of the resident. All fill shall be adequately compacted and no water from driveways, roofs, or walkways shall be allowed to drain freely across such fill. No fill shall be placed on any existing fill slope and no additional steeping of existing cut slopes shall be permitted unless approved in writing by the Architectural Control Committee.

Section 3. Adequate Engineering Approval. Any fill over two (2) feet in depth, or other than set forth in subparagraph 2 immediately foregoing, shall not be placed on the Building Site until an adequate engineering study has been made in writing and a copy thereof delivered to the Architectural Control Committee. Said study must provide an opinion of the engineer that the proposed fill and the proposed manner of construction and drainage based on the geology and surface of the natural terrain will be of a permanent nature not subject to slippage or sloughing. Any fill not meeting these conditions is subject to being repaired or removed by Grantor at the cost of the, upon thirty (30) days written notice from Grantor.

Section 4. Retaining Walls. No retaining walls shall be installed on a Building Site except in conformance with good construction practices requiring adequate footings, adequate tie to the soil behind the wall, a proper degree of slant against the retained dirt and sufficient strength to hold the earth behind said wall; and any retaining wall over two (2) feet in height, either singularly or with other walls upon the same slope, must have plans drawn therefore, comply with building set backs and the same be approved by Grantor before being installed.

Section 5. Conservation Required. It shall be the duty of the Owner, and any contract agent or employee of the Owner, at any time doing any work upon a Lot or Building Site (a) to prevent erosion, by wind or water, of the Lot or Building Site, and (b) to only allow clean water to be discharged from a Building Site or Lot, preventing all sand, soil, rock and other contaminants from being carried off in the water. During construction on a Building Site, proper settling ponds shall be maintained to control the discharge of water and any soil or sand therein. Drainage, including roof drainage water, shall be spread adequately across a large enough turf covered or other planting retained area to allow its dispersal without erosion or damage with any excess being discharged into the street. All roof drains shall be designed and constructed to comply herewith and shall not be constructed so as to drain to a fill area unless consented to in writing by the committee.

Section 6. Inspection and Maintenance. The Association shall inspect and maintain in perpetuity all graded surfaces located on the Common Areas or on easements for surface drainage within Quail Ridge, including all erosion prevention devices, retaining walls (related to drainage facilities), drainage structures, means or devices and all plantings and ground cover, which are not the responsibility of a public agency, and which are installed or constructed to control, regulate, or prevent drainage and erosion resulting from grading and other work performed pursuant to a grading plan approved by Boise City. Each Lot Owner shall have the same obligation of inspecting and maintaining his Lot for surface drainage. Said inspection and maintenance shall be performed at regular intervals, not less frequently than every six (6) months.

ARTICLE VIII YARD LIGHT, ANTENNA, ELECTRIC SERVICE AND MAIL BOXES

Section 1. Yard Light. With the construction of the house on each Lot, the builder or Owner shall install a photocell-activated yard light with a minimum light of 40 watts. The yard light shall be installed no more than ten (10) feet from the public sidewalk. Said light or its replacement shall be maintained and operated by the Owner at the Owner's expense. The yard light will be installed such that it cannot be switched on and off but activated only by the photocell. The Owner will maintain the light in good working order.

Section 2. Antenna. Any television, radio, or satellite antenna erected on any Lot must be entirely screened from view. Any antenna capable of being viewed either from the street or from any other Lot shall constitute a violation of this section. All screenings must be by fencing or landscaping which has been approved by the committee and which is properly maintained. A proposed plan of installation for any exterior antenna must be approved by the committee in writing prior to installation. No satellite dish antenna may be approved under any circumstances which is larger than eighteen inches (18") in diameter.

Section 3. Electric Service. All Lots are served by underground electrical and telephone lines, no above surface distribution lines or poles shall be installed. The services shall be installed in road or easement right of way as platted. Each Owner agrees at his or her sole expense to pay costs and hook-on charges for underground service facilities as the condition precedent to connecting thereto. Neither the Association nor the Grantor shall be liable for the cost thereof but may recover funds advanced, if any, to obtain preliminary installation.

Section 4. Mail Boxes. Grantor will cause to be installed a mail box stand. Owner shall install at his cost a standard mailbox, painted black, on his stand. It shall be the responsibility of Owner to maintain his mail box and stand in good condition. After the initial installation, any replacement will be of like design and material.

ARTICLE IX STORMWATER RETENTION POND AND UNDERDRAIN SYSTEM

"Stormwater Retention Pond" - A Stormwater Retention Pond serves Quail Ridge Subdivision No. 7, 8, 9, and 10. The retention pond exists in an unplatted parcel of land adjacent to Quail Ridge Subdivision identified as Ada County Highway District Storm Drain Easement, Instrument ##99006476. The retention pond shall be used exclusively for a retention pond/drainage basin.

"Underdrain System" - Included within the property known as Quail Ridge Subdivision and within the ACHD easement identified as Instrument #99006476 is an underdrain system, which shall be used to assist in the underground drainage of the water in the Quail Ridge Subdivision.

Section 1. "Heavy" Maintenance of Retention Pond and Underdrain System. "Heavy" maintenance consists of periodically inspecting the retention pond facility and underdrain system to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. Ada County Highway District (ACHD) has opted to perform this "heavy" maintenance and shall be allowed by the Owners and the Association to perform this maintenance work. In the event that ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so.

Section 2. "Light" Maintenance of Retention Pond and Underdrain System. The Association shall provide all "light" maintenance of the retention pond and underdrain system as specified in the OPERATION AND MAINTENANCE MANUAL OF STORM DRAINAGE SYSTEM IN QUAIL RIDGE NO. 7, 8, 9 AND 10.

The maintenance area shall include the entire easement, Instrument #99006476.

For the various light maintenance items involved, periodic inspections are to be made of the pond and underdrain system in addition to any work required in each of the categories below. These inspections shall be done a minimum of once every month.

- (a) **Trash Cleanup.** During the periodic inspections, any trash found within the boundary of the pond lot shall be collected and disposed of offsite.
- (b) **Bank Stability.** During the periodic inspections, the banks of the ponds shall be checked for any water spots, water entering the pond from adjacent lots, rodent holes, and bank erosion. If any of these problems are found, the Association shall contact a licensed earthwork contractor to make the necessary repairs to the pond.
- (c) **Underground Storm Drain Facility.** During the periodic inspections, the underground storm drain facility shall be checked for clogging or standing water in the piping, manholes, or structures. If such is found, the Association shall contact ACHD so they can perform their "heavy" maintenance responsibilities.
- (d) **Common Area Runoff.** Runoff into any common area shall be maintained by the Association. In addition to this, the Association shall enforce the maintenance of the lot owner or conduct the maintenance for the lot owner.

Section 3. Association failure to Maintain: ACHD Remedies. In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the above-mentioned facilities, then ACHD shall, before undertaking maintenance of said facilities, provide written notice of its intention to begin maintenance within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the facilities to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance.

Should ACHD engage in maintenance of the facilities after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and, if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all lots within the subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots in this Subdivision pursuant to the Declaration as if said had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by the ACHD.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined facilities contained therein without the prior written approval from ACHD.

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

Section 4. ACHD document approval. Any and all proposed changes in the previously approved documents require ACHD concurrence.

ARTICLE X GENERAL PROVISIONS

Section 1. Persons Entitled to Enforce. The provisions of this Declaration may be enforced by either of the following in accordance with the procedures outlined herein:

- (a) The Association; or
- (b) The Owner or Owners of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any unpaid assessment or lien herein.

Section 2. Methods of Enforcement. Subject to the provisions of Section 3 of this Article, the following methods of enforcement may be utilized:

- (a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, or cancellation of any contracts of an executory nature; and/or
- (b) Monetary penalties and temporary suspension from Association membership rights and privileges, in accordance with the Bylaws of the Association, provided that, except for late charges, interest, and other penalties for failure to pay as due the assessments levied by the Association as provided in this Declaration, no discipline or sanction shall be effective against a member unless:
 - (i) The member is given fifteen (15) days written notice of the proposed disciplinary action and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such member, be oral or in writing. The notice shall be given personally to such member or sent by first-class or registered mail to the last address of such member as shown on the records of the Association, and shall state the place, date, and time of the hearing, which shall not be less than fifteen (15) days before the effective date of the proposed penalty, termination, or suspension;
 - (ii) The hearing shall be conducted by a committee composed of not less than three (3) of the Association's directors, appointed by the President of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding discipline until the conclusion of the meeting; and
 - (iii) Any member challenging the disciplinary measures taken by such committee, including any claim alleging defective notice, must commence Court action within one (1) year after the date of the contested disciplinary measure taken by such committee.

Section 3. Limitation on Enforcement. All methods of enforcement and discipline authorized by this Declaration are limited as follows:

(a) The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his or her Lot on account of the failure of the Owner to comply with the provisions of this Declaration except by judgment of Court; and

(b) A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Areas for which the member was allegedly responsible, or in bringing the member and his or her Lot into compliance with this Declaration, may be treated as an assessment which may become a lien against the members' Lot, enforceable by a sale of the interest. This provision applies to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in its efforts to collect delinquent assessments.

Section 4. Fees and Costs. The Association, or any person entitled to enforce any of the terms hereof by any of the means contained herein, who obtains a decree from any Court enforcing any of the provisions hereof, shall be entitled to reasonable attorneys' fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or her judgment or decree against the party in violation hereof.

Section 5. Non-Liability for Enforcement or for Non-Enforcement. Neither the Architectural Control Committee nor the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or nonenforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Board Authority to Regulate and Levy Fines. The Board of Directors of the Association may establish rules from time to time governing the conduct of all persons on any Common Area. In addition, the Board may establish fines for the violation of any such rules and/ or for the violation of any covenant herein. If no specific fine has been established for such violation, the Board may assess any reasonable fine up to \$225.00 for any single violation and up to \$30.00 per day for any continuing violation. The foregoing maximum fine amounts may be increased or decreased by the Board in proportion to any increase or decrease of the Consumers Price Index for All Urban Areas maintained by the United States government either above or below its January 1, 2000, level. Any such fine shall constitute a lien against the Owner's Lot which shall be enforceable in the manner provided herein for the enforcement of liens.

Section 7. 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 8. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and every Lot, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated in whole or in part during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in all subdivisions covered by this Declaration at that time, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in all subdivisions covered by this Declaration at that time. Any amendment must be recorded.

Section 9. Damage to Improvements. It shall be the responsibility of the owner and builder of any residence in this subdivision to leave streets, curbs, sidewalks, fences, and 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 date of possession, whichever date shall first occur, which notice is addressed to the Architectural Control Committee.

Section 10. Conditions of Public Works. Each Lot shall be subject to the following conditions from the Department of Public Works of Boise City as set forth on the recorded plat of such subdivision:

- (a) A monthly sewer charge must be paid after connecting to the Boise City public sewer system according to the ordinances and laws of Boise City;
- (b) Each Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a subdivided Lot is to be connected to the sewage system constructed and installed on and within its property; and
- (c) The Lot Owners shall and hereby do vest in Boise City the right and power to bring all actions against the Owner of any Lot for the collection of any charges herein required and to enforce the conditions therein stated. This covenant shall run with the land.

Section 11. Annexation. Additional residential property and Common Area may be annexed to the Properties as provided herein.

Section 12. Incorporation by Reference. Any and all provisions contained in the Articles of Incorporation and Bylaws of Quail Ridge Neighborhood Association, Inc., as amended from time to time, are incorporated herein and made a part hereof.

To the extent any provisions of these Covenants, Conditions, and Restrictions conflict, modify, or amend any provisions of the above-referenced Articles of Incorporation or Bylaws incorporated herein, the provisions of this instrument shall control.

QUAIL RIDGE PARTNERSHIP

By

J. Ramon Yorgason
J. RAMON YORGASON, GENERAL PARTNER

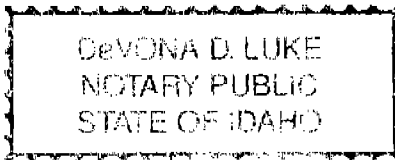
STATE OF IDAHO

: ss.

County of Ada

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On this 7th day of March 2002, before me, the undersigned, a notary public in and for said state, personally appeared J. RAMON YORGASON known to me to be a General Partner of QUAIL RIDGE PARTNERSHIP and the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said partnership.



Devona D. Luke
Notary Public for Idaho

Residing at Boise, Idaho
My Commission Expires 08-27-05