

ACCOMMODATION ONLY

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=21 CHE FOWLER
NEXTITLE - WASHINGTON

2015-041811
05/18/2015 08:05 AM
\$70.00

RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:

Law Office of Jared W. Sommer
Ventura Building
3006 E. Goldstone, Suite 205
Meridian, Idaho 83642

FIRST AMENDMENT TO RESTRICTIVE COVENANTS OF

QUAIL RIDGE SUBDIVISION NO. 8

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS OF QUAIL RIDGE SUBDIVISION NO. 8 (the "**First Amendment**"), is made to those certain RESTRICTIVE COVENANTS OF QUAIL RIDGE SUBDIVISION NO. 8 dated March 7, 2002 and recorded in the official records of Ada County, Idaho, on April 10, 2002, as Instrument No. 102041993 (the "**Declaration**"). This First Amendment is made effective as of the day and year of recording hereof in the official records of Ada County, Idaho (the "**Effective Date**").

RECITALS

A. Whereas, the members of Quail Ridge Subdivision No. 8 have agreed to incorporate certain property into the Declaration and the Association to include Lots 1 and 3 through 5 in Block 1 of Caille Ridge Subdivision ("**Annexed Lots**") as more specifically described on the Plat for Caille Ridge Subdivision attached hereto as **Exhibit A** and made a part hereof (the "**Plat Map**"), which Annexed Lots are more particularly described in **Exhibit B** attached hereto and made a part hereof.

B. Whereas the owner of the Annexed Lots, Jewett Family, LLC, an Idaho limited liability company, and its successors and assigns ("**First Party**"), desires to annex the Annexed Lots into the Declaration and the Association and assume all obligations and privileges of the Association as more particularly described in the Declaration and this First Amendment thereto. The Association and First Party shall collectively be referred to hereafter as "**the Parties**."

C. Whereas, the Parties desire to annex the Annexed Lots into the Declaration and the Association and have said lot owners assume all obligations, liabilities and benefits of all member Lot Owners as set forth in the Declaration and this First Amendment.

D. Whereas, in accordance with Section 8 of the Declaration, this First Amendment has been approved by not less than seventy-five percent (75%) of the Lot Owners as evidenced by the signatures of the approving Lot Owners attached hereto as **Exhibit C** and made a part hereof.

E. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

AGREEMENT

NOW THEREFORE, the Parties hereby declare the Annexed Lots, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties, and to enhance the value, desirability and attractiveness of the Properties. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land constituting the Properties, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Properties or any lot, parcel or portion thereof; shall inure to the benefit of any lot, parcel or portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon First Party, First Party's successors in interest, and each Grantee or Owner and such Grantee or Owner's respective successors in interest, including tenants, and may be enforced by any Owner or such Owner's successors in interest, or by the Association:

1. The Annexed Lots are hereby annexed into the Association and are incorporated into the definition of Properties as more particularly set forth in the Declaration; and the owners of said Annexed Lots are hereby members of the Association and are bound by and subject to all obligations, taxes, assessments, restrictions, rules, benefits, voting rights and other privileges of Association members and Lot Owners as more specifically set forth in the Declaration and this First Amendment.

2. Association acknowledges that First Party may at a future date seek approval from the City of Boise to build on Lot 2 in Block 1 of Caille Ridge Subdivision as set forth on the Plat Map. Until such time as Lot 2 in Block 1 is so approved by the City of Boise and annexed into Quail Ridge Subdivision No. 8, such lot shall be non-buildable.

3. Article VI Section 3 of the Declaration is hereby amended as follows:

Section 3. Residence Valuation. The value of any residence shall exceed \$360,000 in improvements exclusive of the value of the land, based on January 2014 values.

4. Article VI of the Declaration is hereby amended by the addition of a new Section 23 thereto, and such Section 23 shall apply only to the Annexed Lots and all additional lots annexed in the future, as follows:

Section 23. Lot Maintenance. Non fire-resistive vegetation or growth shall be kept clear of buildings or structures, in such a manner as to provide a clear, defensible area for fire suppression operations.

(a) Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing non fire-resistive vegetation on the property owned, leased or controlled by said person.

- (b) Trees. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees.
- (c) Chimney clearance. Portions of tree crowns that extend to within 10 feet of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet.
- (d) Deadwood removed. Deadwood and litter shall be regularly removed from trees, and from within the defensible area.

5. The Recitals set forth herein are true and correct and incorporated into this First Amendment as if set forth in full herein.

6. Upon the recording hereof, the terms and provisions set forth in the Declaration recorded as Instrument No. 102041993 shall be amended by the terms hereof. If there is any conflict between the terms of this First Amendment and the Declaration, this First Amendment shall control.

SIGNATURES ON FOLLOWING PAGES

C:\Users\mbates\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\506N188Y\1st Amendment to Quail Ridge #8 11-20-14.docx

STATE OF IDAHO)
) ss.
County of Ada)

On this 4 day of May, ²⁰¹⁵~~2014~~, before me, a Notary Public in and for the State of Idaho, personally appeared Ron Mendes ~~and Nancy Baker~~, known or identified to me to be the President and Secretary of Quail Ridge Neighborhood Association, Inc., the Corporation that executed this instrument or the persons who executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

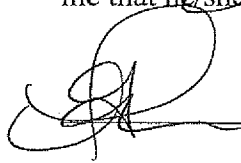
Beverly Montano
Notary Public for the State of Idaho
Residing at Boise Idaho
My commission expires 12/19/2010



State of _____ IDAHO _____ ,

ADA County, ss.

On this 15TH day of MAY, in the year of 2015, before me the undersigned Notary Public in and for said State, personally appeared Nancy Baker, known or identified to me as the person whose name(s) is are subscribed to the within instrument, and acknowledged to me that he she they executed the same.



Residing at:

My Commission Expires: **Residing at: Boise, Idaho**
Commission Expires: 5/10/18

