



THIRD 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, and amended by a Second Amendment to Restrictive Covenants of Quail Ridge Subdivision No. 8 and recorded May 22, 2018 as Instrument No. 2018-046780 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 of Subdivision No. 8 have agreed to incorporate certain property into Quail Ridge Subdivision No. 8 to include Lot 2 in Block 1 of Caille Ridge Subdivision ("Annexed Lot") as more specifically described on the Record of Survey #11141 for Caille Ridge Subdivision attached hereto as Exhibit "A" and made a part hereof (the "Plat Map"), which Annexed Lot is more particularly described in Exhibits "B" and "C" attached hereto and made a part hereof.

WHEREAS, the owner of the Annexed Lot, Jewett Family, LLC, an Idaho limited liability company, and its successors and assigns ("First Party"), desires to annex the Annexed lot into the Association and assume all obligations and privileges of the Association as more particularly described in the Restrictions. The Association and First Party shall collectively be referred to hereafter as "the Parties".

WHEREAS, the Parties desire to annex the Annexed Lot into the Association and have First Party assume all obligations, liabilities and benefits of all Owners as set forth in the Restrictions.

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

NOW THEREFORE, the Parties hereby declare the Annexed Lot, 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 Lot is hereby annexed into the Association and are incorporated into the definition of Properties as more particularly set forth in the Restrictions; and the owners of said Annexed Lot 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 Third Amendment.

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

3. Upon recording hereof, the terms and provisions set forth in the Restrictions, recorded as Instrument Nos. 102041993, 2015-041811, and 2018-046780, in the office of the County Recorder of Ada County, Idaho, shall be amended by the terms hereof.

General Provisions:

Conflicts. Any conflicts between the terms of the Restrictions and the provisions of this Third Amendment shall be controlled by this Third 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 Third 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 Third 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 Third Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

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

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be duly executed to be effective as of the Effective Date.

FIRST PARTY:

JEWETT FAMILY, LLC,
An Idaho limited liability company

By: [Signature]
James L. Jewett

ASSOCIATION:

QUAIL RIDGE NEIGHBORHOOD
ASSOCIATION, INC., an Idaho nonprofit
Corporation

By: [Signature]
~~Charles Paul James Ackerman~~ President

By: [Signature]
Dan O'Donnell, Secretary

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Quail Ridge Neighborhood Association, Inc. hereby certify and acknowledge that this Third Amendment was approved in writing by not less than seventy-five percent (75%) of the Owners in Quail Ridge Subdivision No. 8 as evidenced in Exhibit D and as required by the Restrictions.

By: [Signature]
~~Charles Paul James Ackerman~~ President

By: [Signature]
Dan O'Donnell, Secretary

STATE OF IDAHO)

) ss.
County of Ada)

On this 14 day of Sept, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared James Jewett and _____ known or identified to me to be the Manager of the Jewett Family, LLC, an Idaho limited liability company, and whose name is subscribed to the within instrument and acknowledged to me that he 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.

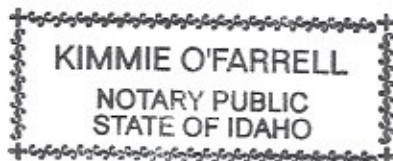


[Signature]
NOTARY PUBLIC for Idaho
Residing at 6328 W. State St.
My commission expires: 10/27/23

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of September, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Daniel O'Donnell, known or identified to me to be the Secretary of the Quail Ridge Neighborhood Association, Inc., an Idaho corporation, and whose name is subscribed to the within instrument and acknowledged to me that he 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.



Kimmie O'Farrell
NOTARY PUBLIC for Idaho
Residing at 5420 S. Cortez Pl. Boise, ID 83709
My commission expires: 6/27/23

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of Sept, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared James Ackerman, known or identified to me to be the President of the Quail Ridge Neighborhood Association, Inc., an Idaho corporation, and whose name is subscribed to the within instrument and acknowledged to me that he 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.



Kameron Khang
NOTARY PUBLIC for Idaho
Residing at 6328 W. Statler St
My commission expires: 10/27/23

THIRD AMENDMENT TO RESTRICTIVE COVENANTS OF QUAIL RIDGE SUBDIVISION NO. 8 - 5

THIRD AMENDMENT TO RESTRICTIVE COVENANTS OF QUAIL RIDGE SUBDIVISION NO. 8 - 5

EXHIBIT B

(Legal Description of the Annexed Lot)

Lot 2 in Block 1 of Caille Ridge Subdivision, according to the official plat thereof recorded in Book 107 of Plats at Pages 1436 through 1438, official records of Ada County, Idaho.

EXHIBIT C
(Sawtooth Land Surveying Property Line Adjustment Description)



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

OCTOBER 20, 2017
Parcel "B" Property Line Adjustment Description

BASIS OF BEARINGS for this description is North 0°22'18" East, between the brass cap marking the SE corner of Section 20, and the 5/8" rebar "Briggs" marking the East 1/4 Corner of Sections 20, both in T. 4 N., R. 2 E., B.M., City of Boise, Ada County, Idaho.

A parcel of land being a portion of Lot 2, Block 1 of Caille Ridge Subdivision, as shown on file in Book 107, at Page 14,936, Ada County Records, located in the NE1/4, and the SE1/4 of Section 20, T. 4 N. R. 2 E., B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found brass cap marking the southeast corner of Section 20;

Thence North 0°22'18" East, coincident with the east boundary line of said Section 20, a distance of 2624.39 feet to a 5/8" rebar "Briggs", marking the East 1/4 Corner said Section 20;

Thence North 0°21'32" East coincident with the east boundary line of said Section 20 and the east boundary line of said Lot 2, Block 1, a distance of 476.08 feet to a 1/2" rebar "PLS 14221", the **POINT OF BEGINNING**;

Thence South 49°04'03" West, 44.23 feet to a 1/2" rebar "PLS 14221";

Thence South 28°04'35" West, 149.09 feet to a 1/2" rebar "PLS 14221", marking the beginning of a non-tangent curve to the left and the northeasterly right-of-way line of W. Quail Hollow Court and the boundary line of said Lot 2, Block 1;

Thence 100.22 feet coincident with the arc said curve, right of way line and boundary line of said Lot 2, Block 1, having a radius of 45.00 feet, central angle of 127°36'22", subtended by a chord which bears North 81°45'01" West, 80.76 feet to a 1/2" rebar "PLS 14221", marking the eastern most corner of Lot 3, Block 1 of Caille Ridge Subdivision;

Thence leaving said right of way line and being non-tangent to aforementioned curve, North 55°32'57" West, coincident with the common boundary line of said Lot 2, Block 1, and Lot 3, Block 1, a distance of 97.66 feet to a 1/2" rebar "PLS 14221", marking the northeast corner of said Lot 3, Block 1;

Thence South $51^{\circ}32'17''$ West coincident with the common boundary lines of said Lot 2, Block 1 and Lots 3 through 5, Block 1, a distance of 241.01 feet to a 5/8" rebar "PLS 14221", marking the NW corner of said Lot 5, Block 1, Caille Ridge Subdivision and the NE corner of Lot 27, Block 5 of Quail Ridge Subdivision No. 8;

Thence South $54^{\circ}52'24''$ West, coincident with the Common boundary line of Lot 2, Block 1, Caille Ridge Subdivision and Quail Ridge Subdivision No. 8, a distance of 91.35 to a 5/8" rebar "PE/PLS 2824";

Thence leaving said boundary line of Quail Ridge Subdivision No. 8, North $12^{\circ}47'07''$ West, coincident with the common boundary line of said Caille Ridge Subdivision and Quail Ridge Subdivision No. 7, a distance of 489.06 feet to a 5/8" rebar "PLS 14221", marking the NW corner of said Caille Ridge Subdivision;

Thence leaving said boundary line of Quail Ridge Subdivision No. 7, North $83^{\circ}06'04''$ East, coincident with the north boundary line of said Lot 2, Block 1 Caille Ridge Subdivision, 641.96 feet to a 5/8" rebar "PLS 14221", marking the NE corner of said Caille Ridge Subdivision and the east boundary line of Section 20;

Thence leaving said north boundary line, South $0^{\circ}21'32''$ West, coincident with the said east boundary line of Section 20 and the east boundary line of said Lot 2, Block 1 Caille Ridge Subdivision, 257.89 feet to the **POINT OF BEGINNING**.

The above described parcel contains 5.18 acres, more or less.

Carl Porter, PLS
End Description



Date



DWG #	17287-RS
PROJECT#	17287
SHEET	1 OF 2

LEGEND

	PROPERTY BOUNDARY LINE
	ORIGINAL LOT LINE
	SECTIONAL LINE
	EASEMENT LINE
	ADJUSTED PROPERTY LINE
	PROPERTY LINE BEING ADJUSTED
	FOUND BRASS CAP MONUMENT
	FOUND 5/8" REBAR, PE/PLS 2824
	FOUND DRILL STEEL
	FOUND 5/8" REBAR/CAP PLS 14221
	SET 1/2" REBAR/CAP
	FOUND 1/2" REBAR AS NOTED
	CALCULATED POINT
	EXISTING LOT NUMBER
	RECORD DATA QUAIL RIDGE SUB NO. 7
	RECORD DATA QUAIL RIDGE SUB NO. 8



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 45°04'35" W	31.91'
L2	S 45°04'35" W	31.91'
L3	N 45°04'35" E	31.91'
L4	N 28°04'35" E	36.57'
L5	S 28°04'35" W	36.57'
L6	S 61°55'39" E	20.00'
L7	N 49°04'03" E	97.41'
L8	N 49°04'03" E	44.23'
L9	N 28°04'35" E	149.83'
L10	N 28°04'35" E	149.09'

CURVE TABLE

CURVE	ARC LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH
C1	56.83'	5°55'13"	550.00'	S 48°02'11" W	56.80'
C2	28.38'	2°57'21"	550.00'	S 52°28'28" W	28.37'
C3	81.33'	8°52'33"	525.00'	N 49°30'52" E	81.25'
C4	77.46'	8°52'33"	500.00'	N 49°30'52" E	77.38'
C5	151.29'	25°52'33"	335.00'	N 41°00'52" E	150.01'
C6	140.00'	25°52'33"	310.00'	N 41°00'52" E	138.82'
C7	51.97'	10°26'53"	285.00'	N 48°43'44" E	51.90'
C8	48.13'	9°40'36"	285.00'	N 38°40'00" E	48.08'
C9	30.19'	69°11'38"	25.00'	S 00°45'54" E	28.39'
C10	54.82'	69°48'15"	45.00'	S 02°17'17" E	51.50'
C11	46.34'	58°59'55"	45.00'	N 63°56'44" E	44.32'
C12	53.88'	68°36'27"	45.00'	S 52°15'03" E	50.72'
C13	100.22'	127°36'22"	45.00'	N 81°45'01" W	80.76'
C14	100.10'	20°07'29"	285.00'	S 43°53'26" W	99.59'
C15	85.21'	8°52'34"	550.00'	S 49°30'52" W	85.12'
C16	57.09'	6°32'30"	500.00'	S 48°20'50" W	57.06'
C17	20.37'	2°20'03"	500.00'	S 52°47'07" W	20.37'
C18	36.15'	46°01'31"	45.00'	S 50°3'56" W	35.18'

PROJECT:

QUAIL HOLLOW COURT
SECTION 20, T4N, R2E, B.M.
ADA COUNTY, ID

OWNER/DEVELOPER:

J.L.J.
1735 W. FRANKLIN RD.
MERIDIAN, IDAHO 83642
(208) 955-6655

DATE: 10/2017



SAWTOOTH
Land Surveying, LLC

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

WWW.SAWTOOTHLS.COM

DWG #
17287-EX

PROJECT #
17287

SHEET
1 OF 2

EXHIBIT D
(Signatures of Approving Lot Owners)

OWNERS:



William Wynne



Russell Duke




Susan Wynne
3684 W Quail Hollow Court



Alicia Duke
3716 W Quail Hollow Drive

Mike Crowley

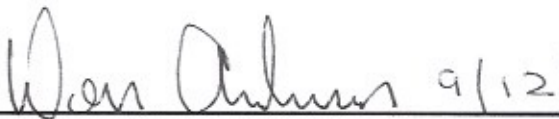


Arvin Farid

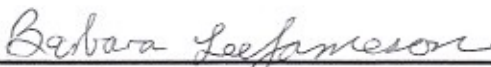
Kathy Crowley
3670 W Quail Hollow Court




Mojoy Farid
3730 W Quail Hollow Court



Don Anderson



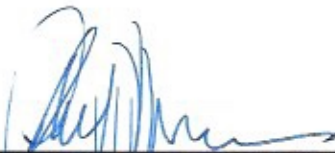
Barbara Lee Jameson, Trustee of the
Jameson 2009 Revocable Trust
3733 W Quail Hollow Court



Trudy Anderson
3692 W Quail Hollow Court



Jack Chaffin



Phillip Johnson



Julie Chaffin
3691 W Quail Hollow Drive



Wendy Johnson
3748 W Quail Hollow Court

EXHIBIT D - Continued
(Signatures of Approving Lot Owners)

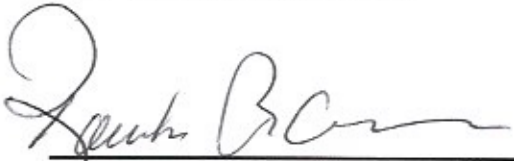


John Beradino



Kate Beradino

3757 W Quail Hollow Court

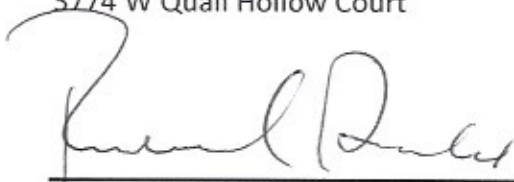


Rourke M. O'Brien



Sayoko Kuwahara

3774 W Quail Hollow Court



Richard Drake



Theresa Drake

3719 W Quail Hollow Court