

Book 62, Pages 6211 & 6212

QUAIL RIDGE SUBDIVISION NO. 4

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED IN BOISE COUNTY, IDAHO, AND WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS QUAIL RIDGE SUBDIVISION NO. 4, A PORTION OF SECTION 20, T. 4 N., R. 2 E., BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 20, T. 4N., R. 2E., BOISE MERIDIAN, ADA COUNTY, IDAHO, THENCE

N. 00°22'12" W. 1325.56 FEET, TO THE INITIAL POINT, THENCE
N. 89°28'43" W. 289.26 FEET, THENCE
N. 46°37'31" W. 53.39 FEET, THENCE
S. 90°00'00" W. 193.36 FEET, THENCE
S. 19°00'00" W. 180.16 FEET, THENCE
N. 46°37'31" W. 53.18 FEET, THENCE
N. 52°29'56" W. 220.21 FEET, THENCE
N. 70°23'40" W. 53.13 FEET, THENCE
N. 49°36'00" W. 167.43 FEET, THENCE
N. 16°25'00" W. 172.53 FEET, THENCE
N. 10°00'00" E. 574.54 FEET, THENCE
N. 85°00'00" E. 147.07 FEET, THENCE
S. 58°21'57" E. 56.01 FEET, THENCE
N. 59°25'40" E. 126.78 FEET, THENCE
N. 70°23'32" E. 147.69 FEET, THENCE
N. 04°30'00" E. 43.03 FEET, THENCE
N. 74°51'46" E. 200.56 FEET, THENCE
S. 87°00'00" E. 501.50 FEET, THENCE
N. 90°00'00" E. 523.38 FEET, THENCE
S. 00°22'12" W. 695.14 FEET, TO THE INITIAL POINT

CONTAINING 25.33 ACRES, MORE OR LESS.

ALL OF THE LOTS IN THIS PLAT WILL ELIGIBLE TO RECEIVE WATER SERVICE FROM THE BOISE WATER CORPORATION, BOISE WATER CORPORATION HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THE SUBDIVISION.

PUBLIC STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC. EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF THESE EASEMENTS IS PERPETUALLY RESERVED.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS.

Ramon Yorgason
RAMON YORGASON

Marlyn Yorgason
MARLYN YORGASON

Carl K. Baker
CARL K. BAKER

Kathleen Baker
KATHLEEN BAKER

ACKNOWLEDGMENTS

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 28th DAY OF October, 1992, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF IDAHO, CARL K. BAKER, RAMON YORGASON, MARLYN YORGASON, HUSBAND AND WIFE, AND CARL K. BAKER AND KATHLEEN BAKER, ALSO HUSBAND AND WIFE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED ABOVE AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE ABOVE INSTRUMENT, AND REQUESTED THAT I SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



Amos J. Johnson
NOTARY PUBLIC FOR THE STATE OF IDAHO,
RESIDING AT BOISE, IDAHO

CERTIFICATE OF ENGINEER/LAND SURVEYOR

I, ROY B. JOHNSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER/LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY RELATING TO PLATS AND SURVEYS.

ROY B. JOHNSON
REGISTERED PROFESSIONAL ENGINEER/LAND SURVEYOR
STATE OF IDAHO
NO. 12345

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT
SANITARY INSPECTIONS OF THIS PLAT ARE HEREBY REFERRED TO THE LETTER OF APPROVAL ON FILE WITH THE ADA COUNTY RECORDER OR THE AGENT.

HEALTH DEPARTMENT
ADA COUNTY
12/9/92

ADA COUNTY HIGHWAY DISTRICT ACCEPTANCE

THIS PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON THE 14th DAY OF December, 1992.

ADA COUNTY HIGHWAY DISTRICT
CHAIRMAN
12/19/92

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK, IN AND FOR THE CITY OF BOISE, COUNTY OF ADA, STATE OF IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON 23 OF February, A.D. 1993, THIS PLAT OF THE QUAIL RIDGE SUBDIVISION NO. 4, WAS REVIEWED AND APPROVED.

CITY CLERK
CITY OF BOISE
12/19/92

CERTIFICATE OF COUNTY TREASURER

PER THE BARBARA BAUER, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, THIS PLAT OF THE QUAIL RIDGE SUBDIVISION NO. 4, WAS REVIEWED AND APPROVED. ALL DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS PLAT IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

BARBARA BAUER
COUNTY TREASURER
12/19/92

CERTIFICATE OF CITY ENGINEER

I, DO HEREBY CERTIFY THAT THIS PLAT WAS REVIEWED IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, AND THAT THIS PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9-20-4.3.5, BOISE CITY CODE.

CITY ENGINEER
CITY OF BOISE
12/19/92

DATE: 12/19/92

CHARLES R. MICKELSON P.E. LICENSE NO. 2676
CITY ENGINEER

CERTIFICATE OF COUNTY SURVEYOR

I, JOHN E. PRIESTER, REGISTERED PROFESSIONAL ENGINEER/LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT, AND IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

JOHN E. PRIESTER
REGISTERED PROFESSIONAL ENGINEER/LAND SURVEYOR
STATE OF IDAHO
NO. 12345

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Carl Baker, BOOK 62 OF PLATS AT PAGE 6211, AND 6212.

INSTRUMENT NO. 9328186
AT 40 MINUTES PAST 9 O'CLOCK A.M. THIS 20 DAY OF April, 1993, AND WAS DULY RECORDED IN BOOK 62 OF PLATS AT PAGE 6211, AND 6212.

BY DEPUTY
S. David Navarrete
EX-OFFICIO RECORDER

3-11-93

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Quail Ridge

**REVISED AND RESTATED RESTRICTIVE COVENANTS
FOR QUAIL RIDGE
SUBDIVISION NO. ONE THROUGH SUBDIVISION NO. FOUR**

The undersigned, being the owners of the property hereinafter described, hereby adopt the following revised and restated protective covenants in their entirety to apply to that real property that has been subdivided and is contained in those subdivisions known as QUAIL RIDGE SUBDIVISIONS NO. 1 through NO. 4, inclusive, which subdivisions are located within a portion of Section 20, Township 4N., Range 2E., 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 SUBDIVISIONS NO. 1 through NO. 4 (collectively referred to herein as the "Subdivision") and the Grantor does hereby revise and restate the Protective Restrictions and Covenants for said subdivisions, hereinafter called the "Restrictions," as set forth in Articles I through IX, all inclusive hereof. This instrument revises, amends, restates, and replaces those prior Restrictive Covenants recorded as instruments numbered 8907311, 8937835, 9010769, 9041039, 9157171, and 9328188 in Ada County, Idaho.

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 subject 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.

**REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 1.**

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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 buyers, but excluding those having such interest merely as security for the performance of any 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 the Quail Ridge project may be brought into the Association by the Developer of those phases without the consent of the members so long as the Covenants governing those phases shall be substantially the same as these Covenants.

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 the current and any subsequent Owners of any Lot located within the Properties.

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 Control 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

**REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 2.**

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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 or her Lot remains unpaid; and for a period not to exceed 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 the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property.

ARTICLE XII
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 buyers) 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, only one (1) such person shall be the designated member. 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 the Quail Ridge project is formed, the new phase may be integrated into or brought within the

REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 3.

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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 any reasonable time, by any member of record.

Section 3. Voting Rights. Each member shall be entitled to cast one 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 purchaser 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 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 such 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. However, 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.

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REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 4.

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**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Grantor, 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 agreed to pay to the Association: (1) all annual assessments or charges, and (2) all 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 Lot 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. 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. The Association may from time to time record a Notice of Lien Claim setting forth the basis and amount of any such lien for the public record. If unpaid for a period of six (6) months, any such lien may be enforced by the Association by appropriate legal action including foreclosure in the manner permitted for mechanics and materialmen lien claims. The lien provided hereunder shall have priority over any Owner's homestead exemption.

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 shall be 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 that purpose.

**REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 5.**

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- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. 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 to two-thirds (2/3) of the votes of the 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, above, 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 the total 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 shall be 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 sixty (60) 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

REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 6.

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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, trustee's 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; and
- (b) any other properties owned by the Association.

Section 11. Association Duties. The Association is authorized, but not required to, perform 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.

REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 7.

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ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. A committee of three persons shall act as an Architectural Control Committee and shall, prior to any new construction in said subdivisions, be furnished with one set of detailed plans and specifications for 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. The committee's approval shall be construed as full compliance with the provisions of Article VI of these Covenants. Said committee shall have the 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 initially consist of the following:

J. Ramon Yorgason	2304 N. Cole, Suite A, Boise, ID	83704
Carl Baker	2304 N. Cole, Suite A, Boise, ID	83704
Joe Harris	2304 N. Cole, Suite A, Boise, ID	83704

Notwithstanding any other provision to the contrary herein, after the Developer has sold all the Lots in any existing or annexed subdivision, this Architectural Control 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 annually 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 shall 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

**REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 6.**

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developer of the Properties) while any Lots in the existing subdivisions 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 restrictions set forth in Section 20 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 at the time of construction shall exceed \$150,000.00 in improvements exclusive of the value of the land, based on January 1993 values.

Section 4. Parking Restrictions. No vehicle shall be allowed to continuously 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. Its decision shall be final and binding.

Section 5. Fencing/Plantings Restrictions. Fences shall not extend closer to any street than 30 feet without the 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.

REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 9.

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 any 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) year from date of purchase, then the developer may repurchase the Lot from the buyer at the original purchase price, less ten (10) percent.

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. No use of an offensive, dangerous, odorous, or noisy kind shall be conducted or carried on within the subdivision, 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 height on any vacant lots. Landscaped Lots shall be well groomed, with lawns adequately watered, mowed, and trimmed, and flower beds kept free of weeds. The determination of the Association 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 and cats shall not be allowed to run at large. No more than two dogs and or cats or other pets may be kept at one time, except that a litter of young dogs and cats 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 in a manner which is not visible from the street. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind of mining exploration, development, or structure shall be permitted, erected, maintained, or used upon or under the Lots in this subdivision.

Section 12. Roofing Materials. All roofs shall be of cedar shakes, slate, or tile unless a specific exception is granted by the Committee.

Section 13. Landscaping. Prior to landscaping being commenced and prior to occupancy of any home, landscaping plans must 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 the 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 reasonable

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height/width that may obstruct the view of surrounding home owners. Trimming or removal may be required at said home owners expense. No tree, planting, building, or structure shall be placed on said property so as to unreasonably obstruct the views, windows, or light of any adjoining property owner in said subdivision.

Landscaping of the front yard is to be completed within thirty (30) days of substantial completion of the 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 and/or perennial flowers and sculptured planting areas are 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 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 and formally landscaped. All slopes with a steepness greater than a 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 as crushed rock or cinders that will not blow or wash away. When bark is used, it must be raked regularly to cover bare spots. Slopes with a steepness of less than a 3-to-1 grade 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 watered and mowed regularly so as not to exceed a grass height of four 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 a 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 sites 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 than six (6) feet above the original grade of the building Lot.

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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 area indicated on said plat. In addition to easements shown on the recorded plat, an easement is further reserved five (5) feet on 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 the flow of water through drainage channels in the easements.

Section 15. 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 a 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 16. 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 rent, or signs used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately. The names and street number 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 17. Proper Waste Maintenance. No Lot or building site included within this 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 streets or neighboring properties.

Section 18. Building Materials Confined. All building materials and equipment will be kept within the property line during construction. Machinery and building equipment shall be removed upon completion of construction.

Section 19. Communication Equipment Restrictions. Installation of radio and/or television antennae, or satellite dishes are 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.

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Section 20. Building Height Restrictions. In Block 1 of QUAIL RIDGE SUBDIVISION NO. 1, on Lots 2 through 12, inclusive; in Block 1 of QUAIL RIDGE SUBDIVISION NO. 2, on Lots 14, 15, 16, 18, 22, 23, 24, and 27 through 36, inclusive; in Block 1 of QUAIL RIDGE SUBDIVISION NO. 3, on Lots 37 through 42, inclusive, and Lot 44; in Block 2 of QUAIL RIDGE SUBDIVISION NO. 3, on Lots 24, 25, and 26; in Block 2 of QUAIL RIDGE SUBDIVISION NO. 4, on Lots 27 and 29 through 35, inclusive, the height of any building constructed thereon shall not exceed twenty-two (22) feet in height above the sidewalk at the center of the driveway curb cut as the curb cut was originally installed. Any deviations to building height restrictions must be approved by the committee prior to the start of house construction.

Section 21. 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, utility service and drainage system 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 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 a two-to-one (50%) 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 Commission.

Section 2. Landfill. In using a building site, any fill to level or otherwise grade the site shall be limited to the

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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 limitation as set forth in paragraph (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. Fill over two (2) feet in depth, or other than as set forth in paragraph 2 immediately foregoing, shall not be placed on any building site until an adequate engineering study has been made in writing and a copy thereof delivered to the Architectural Control Committee, which 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 installed contrary to Sections (2) and (3) hereof is subject to being repaired or removed by the Association at the cost of the Owner installing it contrary to these provisions, upon thirty (30) days written notice from the Association.

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 ties 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. Any retaining wall over two (2) feet in height, either singularly or with other walls upon the same slope, must have plans drawn therefor which comply with building set backs, and the same must be approved by the Architectural Control Committee 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 the 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 and 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 disbursement without erosion or damage with any excess water being

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discharged into the street. All roof drains shall be designed and constructed to comply herewith and shall be constructed so as to drain to such 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 or her 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 or its replacement 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 shall be 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 rights of way as planned. Each

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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. The Association shall not be liable for the cost thereof but may recover funds advanced, if any, to obtain preliminary installation.

Section 4. Mail Boxes. Owner shall install at his or her cost a standard mail box stand and U.S. mail box, painted black. It shall be the responsibility of Owner to maintain his or her mail box and stand in good condition after the initial installation. Any replacement will be of like design and material.

ARTICLE II 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

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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

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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 non-enforcement. 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 \$200.00 for any single violation and up to \$25.00 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, 1995, 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

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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.

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REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 20.

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IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association, have hereunto set their hand and seal this 3rd day of April, 1996.

QUAIL RIDGE NEIGHBORHOOD
ASSOCIATION, INC.

By [Signature]
President; and

By Alma B. Bute
Secretary.

QUAIL RIDGE PARTNERSHIP,

By Carl K. Baker
CARL K. BAKER, General Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of April, 1996, before me, the undersigned, a notary public in and for said state, personally appeared JAMES CLEARY and DEBRA BEEDE known to me to be the President and Secretary of QUAIL RIDGE NEIGHBORHOOD ASSOCIATION, INC. and the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said corporation.



[Signature]
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 2-17-99

REVISED AND RESTATED RESTRICTIVE COVENANTS FOR
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STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of April, 1999, before me, the undersigned, a notary public in and for said state, personally appeared Carl K. Baker 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 he executed the same on behalf of said partnership.



Bonnie L. [Signature]
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 2-17-99

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QUAIL RIDGE SUBDIVISION NOS. 1 THROUGH NO. 4 - 22.