

RECEIVED

FEB 08 2019

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. 63-34674

RECEIVED

FEB 08 2019

DEPARTMENT OF WATER RESOURCES WESTERN REGION

1. Name of applicant(s) Hillsdale Creek Homeowners Association, Inc. Phone 208-939-6263  
 Name connector (check one):  and  or  and/or  
 Mailing address 9601 W. State, Suite 203 City Boise  
 State Idaho ZIP 83714 Email \_\_\_\_\_

2. Name of representative, if any Charles L. Honsinger, Honsinger Law, PLLC Phone 208-863-6106  
 Mailing address P.O. Box 517 City Boise  
 State ID ZIP 83701 Email honsingerlaw@gmail.com

- a.  Send all correspondence for this application to the representative and not to the applicant OR  
 Send original correspondence to the applicant and copies to the representative.  
 b.  The representative may submit information for the applicant but is not authorized to sign for the applicant OR  
 The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.

3. Source of water supply Groundwater which is a tributary of N/A

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
3N	1E	33			SW	NE	Ada	Groundwater	Proposed new well

5. Water will be used for the following purposes:  
 Amount .45 cfs/87.75AF for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)  
(cfs or acre-feet per year)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)

6. Total quantity to be appropriated is (a) .45 cfs cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. Eight inch well and pump.  
 b. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required?  Yes  No  
 c. Proposed well diameter is 8 inches; proposed depth of well is Less than 300 feet.  
 d. Is ground water with a temperature of greater than 85°F being sought?  Yes  No  
 e. If well is already drilled, when? \_\_\_\_\_; drilling firm \_\_\_\_\_; well was drilled for (well owner) \_\_\_\_\_; Drilling Permit No. \_\_\_\_\_

Received by [Signature] Date 2/8/19 Time 3:15 Preliminary check by [Signature]  
 Fee \$ 250 Received by [Signature] Receipt No. C106239 Date 2/8/19

8. Description of proposed uses (if irrigation only, go to item 9):
- a. Hydropower; show total feet of head and proposed capacity in kW. \_\_\_\_\_
  - b. Stockwatering; list number and kind of livestock. \_\_\_\_\_
  - c. Municipal; must complete and attach the Municipal Water Right Application Checklist.
  - d. Domestic; show number of households \_\_\_\_\_
  - e. Other; describe fully. \_\_\_\_\_

9. Description of place of use:
- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
  - b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
3N	1E	33			19.5															19.5

Total number of acres to be irrigated: 19.5

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? 63-136, 63-137B, 63-233K, 63-200A, 63-301A, 63-2392F, 63-302A, 63-373A, 63-33253, 63-33251, 63-2388A, 63-251A, 63-2106


11. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or place of use? Applicant and/or Homeowners
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Please see attached copy of CCRs - Article 5.5.2.5 and Article 8.1.

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Applicant is seeking groundwater to supplement irrigation water provided to its pressurized irrigation system by Boise Project Board of Control/New York Irrigation District.

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

  
 \_\_\_\_\_  
 Signature of Applicant  
 Mark Tate, President - Hillsdale Creek HOA, Inc.  
 \_\_\_\_\_  
 Print Name (and title, if applicable)

\_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_  
 Print Name (and title, if applicable)



Figure 1. Map of proposed Howry Lane Subdivision Irrigation Well



Figure 1.

**Measured (Google Earth) Irrigated Acreages within  
Howry Lane Subdivision No. 1**



Lot	Block	Lot Size from Ada County Assessor (acres)	Measured Irrigable Area (acres)	Percent of Lot that is Irrigable
14	2	0.171	0.078	45.4%
9	4	0.168	0.084	49.7%
12	4	0.143	0.060	41.9%
15	4	0.164	0.077	47.0%
18	4	0.141	0.064	45.2%
21	4	0.140	0.058	41.4%
1	6	0.173	0.079	45.4%
<b>Averages of lots &lt;0.20-acres:</b>		<b>0.157</b>	<b>0.071</b>	<b>45.1%</b>
8	2	0.235	0.066	28.2%
11	2	0.201	0.098	48.9%
2	3	0.239	0.100	41.9%
4	3	0.254	0.147	57.9%
7	3	0.260	0.133	51.0%
10	3	0.239	0.133	55.6%
1	4	0.260	0.146	56.2%
4	4	0.260	0.124	47.5%
7	4	0.240	0.127	52.8%
16	4	0.251	0.159	63.2%
<b>Averages of lots 0.20-0.30 acres:</b>		<b>0.244</b>	<b>0.123</b>	<b>50.3%</b>
4	2	0.324	0.162	50.0%
5	2	0.414	0.258	62.4%
<b>Averages of lots &gt;0.30 acres:</b>		<b>0.369</b>	<b>0.210</b>	<b>56.2%</b>

**Summary of sampled lots:**

- Lots with <0.20 acres have an average lot size of 0.16 acres and an average irrigable area of 0.07 acres (45% irrigable).
- Lots with 0.20-0.30 acres have an average lot size of 0.24 acres and an average irrigable area of 0.12 acres (50% irrigable).
- Lots with >0.30 acres have an average lot size of 0.37 acres and an average irrigable area of 0.21 acres (56% irrigable).

**Howry Lane Subdivisions No. 1, 2, & 3  
Proposed Irrigable Acreage**

Lot Group	Total Number of Lots	Total Area of Lots (acres)	Percent of Lot that is Irrigable	Total Irrigable Area (acres)
<0.20 acres	62	10.289	45.1%	4.640
0.20-0.30 acres	50	12.179	50.3%	6.126
>0.30 acres	8	2.671	56.2%	1.501
Common (unpaved)	15	7.192	100%	7.192
<b>TOTAL:</b>	<b>135</b>	<b>32.331</b>		<b>19.459</b>

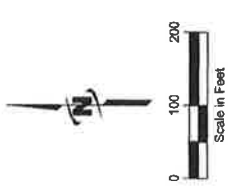


# PLAT SHOWING Howry Lane Subdivision No. 2

Situated in the Southwest Quarter of the Northeast Quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, 2018

E. Antity Rd. Basis of Bearing  
 N59°14'44"W  
 2660.45'  
 CP&E 8005444  
 CP&E 2018-034916

Unplatted  
 Point of Beginning  
 300.98'  
 S89°27'31"E  
 [11334]  
 CN 1/16  
 CP&E 2018-040021



Sheet Index 1" = 500'



- Legend**
- Subdivision Boundary Line
  - Lot Line
  - Section Line
  - Center Line
  - Right-of-way Line
  - Adjacent Property Line
  - Match Line
  - Easement Line
  - Utility Center Line
  - Utility Easement Line
  - Existing Curbside Lateral Easement Line
  - Utility & Existing ACHD Right-of-Way Easement Line
  - Existing Meridian Sewer and/or Water Easement Line
  - Utility & ACHD Drainage Easement Area
  - Section Corner, Found 5/8" Rebar, Added Aluminum Cop
  - Quarter-Section Corner, Found Brass Cop
  - Found 1/2" Rebar
  - Found 5/8" Rebar
  - Plastic Cap Marked "JUB" with 11334\*
  - Set 5/8"x24" Rebar, with Plastic Cap Marked "JUB-8 11334"
  - Set 1/2"x24" Rebar, with Plastic Cap Marked "EXEMPT JUB 11334"
  - Found 5/8" Rebar, Destroyed by Construction, Rebar with Aluminum Cap Marked Per BLM Manual
  - Found 1/2" Rebar with Aluminum Cap Marked Per BLM Manual
  - Marked "JUB-8 11334", BP Cop with Magnet
  - Right Not Set or Found
  - Course Number (Typical)
  - Course Number (Typical)
  - Lot Number (Typical)
  - P.L.S. Number Found on Monument
  - Witness Corner



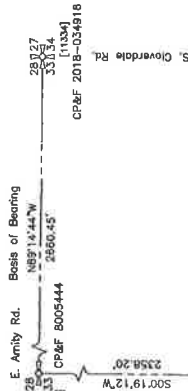
JUB ENGINEERS, INC.  
 250 South Birchwood Avenue, Suite 201, Boise, ID 83705-0844  
 P. 208.376.7336 / 208.323.9336 w www.jub.com  
 JUB Project No. 10-17-037



See Sheet 5 for curve and line tables.  
 See Sheet 6 for Notes & Easement Notes.

# PLAT SHOWING Howry Lane Subdivision No. 3

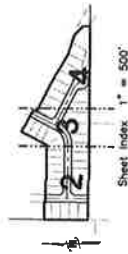
Situated in the Southwest Quarter of the Northeast Quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, 2018



- Legend**
- Subdivision Boundary Line
  - - - Lot Line
  - - - Section Line
  - - - Center Line
  - - - Right-of-Way Line
  - - - Easement Property Line
  - - - Match Line
  - - - Utility Easement Line
  - - - Existing Communication Easement Line
  - - - Existing Ingress/Egress Easement Line
  - - - ACHD Storm Water & Utility Easement Area
  - Section Corner, Found 5/8" Rebar, Added Aluminum Cap
  - Quarter-Section Corner, Found Brass Cap
  - Found 5/8" Rebar, Marked "J-U-B 11334"
  - Found 3/4" Rebar, Marked "J-U-B 11334"
  - Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 11334"
  - Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 11334"
  - Marked "J-U-B 11334" BP Cap with Magnet
  - △ Point Not Set or Found
  - △ Curve Number (Typical)
  - # Lot Number (Typical)
  - U#M# PLS Number Found on Monument
  - WC Witness Corner



Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	110.22'	100.00'	62°59'04"	N89°45'08"E	104.72'
C2	58.26'	100.00'	32°57'56"	N73°20'42"E	58.42'
C3	50.94'	100.00'	29°11'03"	N41°46'10"E	50.38'
C4	144.89'	150.00'	52°20'36"	N62°36'22"E	138.32'
C5	4.10'	100.00'	1°33'56"	N89°22'43"E	4.10'
C6	84.25'	150.00'	24°34'48"	N76°28'21"E	83.88'
C7	76.44'	150.00'	29°11'53"	N49°35'00"E	75.62'
C8	25.07'	20.00'	71°49'23"	N28°54'25"W	23.46'
C9	248.86'	52.00'	27°26'56"	N62°57'17"E	72.18'
C10	149.53'	52.00'	16°42'29"	S73°22'33"E	103.08'
C11	30.67'	52.00'	3°57'16"	N92°21'03"E	30.22'
C12	85.18'	52.00'	56°35'36"	N38°50'34"W	50.89'
C14	7.08'	20.00'	20°19'28"	S72°57'24"E	7.04'
C15	73.26'	115.08'	37°28'22"	S44°38'00"E	72.02'
C16	137.77'	125.00'	63°08'04"	N56°45'09"E	130.91'



JUB ENGINEERS, INC.  
250 South Birchwood Avenue, Suite 201, Boise, ID 83709-0844  
P. 208.376.7330 F. 208.323.9336 w. www.jub.com  
JUB Project No. 10-17-038

See Sheet 5 for notes & easement notes.

# 2946683

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HOWRY LANE SUBDIVISION (HILLSDALE PARK)**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOWRY LANE SUBDIVISION (HILLSDALE PARK) is made effective as of the 29<sup>th</sup> day of September, 2017, by M3 ID HOWRY LANE, LLC, an Arizona limited liability company ("Grantor" and "Class B Member").

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECITALS .....	1
1.1 Property Covered.....	1
1.2 Residential Development .....	1
1.3 Purpose of Declaration .....	1
ARTICLE II: DECLARATION .....	1
ARTICLE III: DEFINITIONS.....	2
3.1 "Architectural Design Guidelines".....	2
3.2 "Articles".....	2
3.3 "Assessments".....	2
3.4 "Association" .....	2
3.5 "Association Rules" .....	2
3.6 "Board".....	2
3.7 "Building Lot".....	2
3.8 "Bylaws" .....	2
3.9 "Common Area".....	2
3.10 "Declaration".....	2
3.11 "Design Review Committee" .....	3
3.12 "Grantor".....	3
3.13 "Improvement".....	3
3.14 "Limited Assessment".....	3
3.15 "Member".....	3
3.16 "Owner" .....	3
3.17 "Person" .....	3
3.18 "Plat" .....	3
3.19 "Property".....	3
3.20 "Regular Assessment".....	3
3.21 "Special Assessment".....	4
3.22 "Supplemental Declaration".....	4
3.23 "Howry Lane Subdivision (Hillsdale Park)".....	4
3.24 "Howry Lane Subdivision (Hillsdale Park) Common Area" .....	4
ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS.....	4
4.1 Structures – Generally.....	4
4.2 Antennae.....	6
4.3 Insurance Rates .....	6
4.4 No Further Subdivision .....	6
4.5 Signs.....	6
4.6 Nuisances .....	6
4.7 Exterior Maintenance; Owner's Obligations.....	6
4.8 Grading and Drainage .....	7
4.9 No Hazardous Activities .....	7
4.10 Unsightly Articles .....	7

4.11	No Temporary Structures .....	7
4.12	No Unscreened Boats, Campers and Other Vehicles .....	7
4.13	Sewage Disposal Systems .....	8
4.14	No Mining or Drilling .....	8
4.15	Energy Devices, Outside .....	8
4.16	Vehicles .....	8
4.17	Animals/Pets.....	8
4.18	Landscaping .....	9
4.19	Exemption of Grantor.....	9
4.20	Water Rights Appurtenant to Subdivision Lands.....	10
4.21	Commencement of Construction.....	10
4.22	Roof Material .....	10
4.23	Design Criteria .....	10
<b>ARTICLE V: HILLSDALE PARK HOMEOWNERS ASSOCIATION.....</b>		<b>10</b>
5.1	Organization of Hillsdale Park Homeowners Association.....	10
5.2	Membership.....	10
5.3	Voting.....	11
5.4	Board of Directors and Officers .....	11
5.5	Power and Duties of the Association .....	11
5.6	Personal Liability .....	16
5.7	Budgets and Financial Statements.....	16
5.8	Meetings of Association.....	16
<b>ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES.....</b>		<b>17</b>
6.1	Maintenance Manual .....	17
6.2	ACHD Storm Water Drainage System.....	17
6.3	Drainage .....	17
6.4	ACHD Assessment and Lien Rights .....	17
<b>ARTICLE VII: RIGHTS TO COMMON AREAS.....</b>		<b>18</b>
7.1	Use of Howry Lane Subdivision (Hillsdale Park) Common Area .....	18
7.2	Designation of Common Area.....	18
7.3	Delegation of Right to Use.....	18
7.4	Storm Water Swales .....	18
7.5	Commercial Area Sign Easement .....	19
7.6	Damages.....	19
<b>ARTICLE VIII: PRESSURIZED IRRIGATION.....</b>		<b>19</b>
8.1	Irrigation District Service.....	19
8.2	Pressurized Irrigation for Commercial Area .....	19
<b>ARTICLE IX: ASSESSMENTS.....</b>		<b>19</b>
9.1	Covenant to Pay Assessments .....	19
9.2	Regular Assessments.....	20
9.3	Special Assessments.....	20
9.4	Limited Assessments.....	21

9.5	Uniform Rate of Assessment.....	21
9.6	Assessment Period.....	21
9.7	Notice and Assessment Due Date .....	22
9.8	Estoppel Certificate.....	22
9.9	Special Notice and Quorum Requirements .....	22
ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS.....		22
10.1	Right to Enforce.....	22
10.2	Assessment Liens .....	23
10.3	Method of Foreclosure .....	23
10.4	Required Notice.....	23
10.5	Subordination to Certain Trust Deeds.....	24
10.6	Rights of Mortgagees .....	24
ARTICLE XI: INSPECTION OF ASSOCIATION’S BOOKS AND RECORDS.....		24
11.1	Member’s Right of Inspection.....	24
11.2	Rules Regarding Inspection of Books and Records .....	24
ARTICLE XII: DESIGN REVIEW COMMITTEE .....		25
12.1	Creation .....	25
12.2	Grantor’s Right of Appointment .....	25
12.3	Review of Proposed Construction.....	25
12.4	Meetings of the Design Review Committee .....	26
12.5	No Waiver of Future Approvals.....	26
12.6	Compensation of Members .....	27
12.7	Inspection of Work.....	27
12.8	Non-Liability of Design Review Committee Members .....	27
12.9	Variances.....	28
ARTICLE XIII: EASEMENTS .....		28
13.1	Easements of Encroachment .....	28
13.2	Easements of Access.....	29
13.3	Drainage and Utility Easements.....	29
13.4	Rights and Duties Concerning Utility Easements .....	29
13.5	Driveway Easements.....	30
13.6	Disputes as to Sharing of Costs.....	30
13.7	General Landscape Easement.....	30
13.8	Overhang Easement.....	30
13.9	Maintenance and Use Easement Between Walls and Lot Lines .....	30
ARTICLE XIV: MISCELLANEOUS .....		31
14.1	Term .....	31
14.2	Amendment.....	31
14.3	Mortgage Protection.....	32
14.4	Notices.....	32
14.5	Enforcement and Non-Waiver .....	32
14.6	Interpretation.....	32

14.7 Successors and Assigns ..... 33

## ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Howry Lane Subdivision (Hillsdale Park) ("Declaration") is the property legally described on **Exhibit A** attached hereto and made a part hereof ("Property"). Grantor intends to develop the Property in multiple phases. The first phase of Howry Lane Subdivision (Hillsdale Park), as reflected on the final plat attached hereto as **Exhibit B**, is hereby made subject to the terms of this Declaration. Future phases may be made subject to the terms of this Declaration by subsequent amendment identifying each final phase upon recording of the final plat therefor.

1.2 Residential Development. Howry Lane Subdivision (Hillsdale Park) is a residential development, which Grantor currently intends to develop into several unique residential neighborhoods. The Property may contain parcels of Common Area. Development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. Within the residential development, limited purpose sub-associations may be formed where appropriate.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

Grantor hereby declares that the Property, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or

Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. The rules may include the right to assess and collect fines for violation of the Rules.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.5.1.6.2 Public sewers, storm drains, water drains, stormwater swales, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.6.4 The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the

authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Howry Lane Subdivision (Hillsdale Park) Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Howry Lane Subdivision (Hillsdale Park) Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences, stormwater swales and water amenities within Common Area. Maintain the water amenities constructed by Grantor or Association located in that certain easement or Common Area in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Howry Lane Subdivision (Hillsdale Park) Common Area or against Howry Lane Subdivision (Hillsdale Park), the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, recyclables, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Howry Lane Subdivision (Hillsdale Park) Common Area, and to manage for the benefit of Howry Lane Subdivision (Hillsdale Park) all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

7.5 Commercial Area Sign Easement. Lot Owners in the commercial mixed-use area shall be entitled to place signage in the Common Area adjacent to their properties along Chinden Boulevard subject to Association approval of the plans and required approvals from local government authorities.

7.6 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

#### ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. Grantor will construct on the Common Area a pressurized irrigation pond and pumping station to be owned and operated by the Association. WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

8.2 Pressurized Irrigation for Commercial Area. The Association shall provide access to the pressurized irrigation system for the benefit of Owners in the adjacent commercial area, and shall be entitled to charge reasonable rates to Owners in the commercial area for access and use to the pressurized irrigation system.

#### ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Howry Lane Subdivision (Hillsdale Park), each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Grantor is specifically excluded from any obligation to pay Assessments; however, Grantor intends to provide operational funds to the Association on an as-needed basis, in Grantor's absolute discretion, until such time as the Property has been developed.

9.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

9.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonably attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors

IN WITNESS WHEREOF, Grantor has set its hand this 20 day of September, 2017.

M3 ID Howry Lane, LLC,  
an Arizona limited liability company

By: BFT Croft, LLC,  
an Arizona limited liability company  
Its: Member

By: BFT Management, LLC,  
an Arizona limited liability company  
Its: Manager

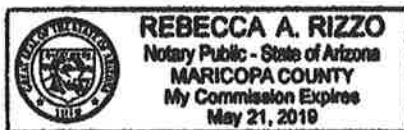
By: Brownlee Family Trust, u/t/a December 18, 2004,  
its Member


By:   
William I. Brownlee,  
its Trustee

STATE OF Arizona )  
County of Maricopa ) ss.

On this 20 day of September, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared William I. Brownlee, known or identified to me to be the Manager of BFT Management, LLC, the limited liability company that is the Manager of M3 ID Howry Lane, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



  
Notary Public for M3 Companies  
Residing at 4222 E Camelback Rd, Phoenix AZ  
My Commission Expires: 5/21/2019

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOWRY LANE  
SUBDIVISION (HILLSDALE PARK) - 34

S:\Docs\M3 ID Howry Lane, LLC\Howry Lane Subdivision\CCR\Master CCR's (9-19-17 Final).DOCX

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY  
POTENTIALLY SUBJECT TO THIS DECLARATION**



JUB COMPANIES



THE  
LANDON  
GROUP



SACHEL  
GROUP  
INC.

**Howry Lane Subdivision**

**Boundary Description**

*Project Number 10-16-009 February 25, 2016*

The southwest quarter of the northeast quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the north quarter-section corner of Section 33, Township 3 North, Range 1 East, Boise Meridian;

Thence S00°19'12"W, 1329.10 feet along the west line of the northeast quarter to the northwest corner of the southwest quarter of the northeast quarter, the POINT OF BEGINNING;

Thence S89°27'31"E, 1329.05 feet along the north line of the southwest quarter of the northeast quarter to the northeast corner of the southwest quarter of the northeast quarter;

Thence S00°22'10"W, 1324.15 feet along the east line of the southwest quarter of the northeast quarter to the southeast corner of the southwest quarter of the northeast quarter;

Thence N89°40'19"W, 1327.90 feet along the south line of the southwest quarter of the northeast quarter to the southwest corner of the southwest quarter of the northeast quarter;

Thence N00°19'12"E, 1329.10 feet along the west line of the southwest quarter of the northeast quarter to the POINT OF BEGINNING.

The above-described parcel contains 40.46 acres, more or less.



Page 1 of 1

o 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 p 208-376-7330 f 208-323-9336 w www.jub.com

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOWRY LANE  
SUBDIVISION (HILLSDALE PARK) – Exhibit A



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

March 13, 2019

New York Irrigation District  
6616 W Overland Rd  
Boise ID 83709

**Re: Application for Permit No. 63-34674**

Dear Interested Party:

The above referenced application may be of interest to you. I would like to inform you that the application has been submitted to the *Idaho Statesman* for advertising. I have enclosed a copy of the application for your convenience. This information is also available on our website [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

If you desire to file a formal protest against approval of the application, a written protest along with the \$25.00 protest fee must be received in this office by **April 8, 2019**. A copy of the protest must also be sent to the applicant.

If you have any questions regarding the application, please contact this office at 208-334-2190.

Sincerely,

Anna Kaiser  
Administrative Assistant  
Western Regional Office

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

March 13, 2019

BOISE PROJECT BOARD OF CONROL  
2465 OVERLAND RD  
BOISE ID 83705

**Re: Application for Permit No. 63-34674**

Dear Interested Party:

The above referenced application may be of interest to you. I would like to inform you that the application has been submitted to the *Idaho Statesman* for advertising. I have enclosed a copy of the application for your convenience. This information is also available on our website [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

If you desire to file a formal protest against approval of the application, a written protest along with the \$25.00 protest fee must be received in this office by **April 8, 2019**. A copy of the protest must also be sent to the applicant.

If you have any questions regarding the application, please contact this office at 208-334-2190.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Anna Kaiser', written in black ink.

Anna Kaiser  
Administrative Assistant  
Western Regional Office

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

March 13, 2019

HILLSDALE CREEK HOMEOWNERS ASSOCIATION INC  
9601 W STATE ST STE 203  
BOISE ID 83714

**Application for Permit No. 63-34674**

Dear Applicants:

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATESMAN on 3/21/2019 and 3/28/2019. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Anna Kaiser'.

Anna Kaiser  
Administrative Assistant

CC:  
CHARLES HOSINGER  
HOSINGER LAW PLLC  
PO BOX 517  
BOISE ID 83701

## Kaiser, Anna

---

**From:** Kaiser, Anna  
**Sent:** Wednesday, March 13, 2019 11:03 AM  
**To:** 'BOI Legals'  
**Subject:** Ada Legal Ad  
**Attachments:** Cover Letter.docx; Legal Notice.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Morning Legal Clerk,

Please see the attached ad for publication on 3/21/2019 & 3/28/2019.

Please confirm these are okay to publish as shown.

Thank you,

**Anna Kaiser** | Administrative Assistant I  
IDWR-Western Region  
2735 W Airport Way, Boise ID 83705  
(208).334.2190 | [anna.kaiser@idwr.idaho.gov](mailto:anna.kaiser@idwr.idaho.gov)

March 13, 2019

LEGAL NOTICE DEPARTMENT  
IDAHO STATESMAN  
PO BOX 40  
BOISE, ID 83707

**RE: Application For Permit Nos: 63-34690 & 63-34674**  
**Transfer No. 81146**  
**Water Right Nos: 63-10541, 63-32097**

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 4/8/2019. Your cooperation is appreciated.

Sincerely,

Anna Kaiser  
Administrative Assistant

Enclosures

The following applications have been filed to appropriate the public waters of the State of Idaho:

**63-34690**

QUENTIN KNIPE  
CATHERINE KNIPE  
1174 E LEWIS ST  
BOISE, ID 83712-8317  
Point of Diversion SWSE S11 T03N R02E ADA County Source GROUND WATER Tributary BOISE RIVER  
Use: DOMESTIC 01/01 to 12/31 0.04 CFS  
Total Diversion: 0.04 CFS  
Date Filed: 2/20/2019  
Place Of Use: DOMESTIC  
T03N R02E S11 SWSE  
Water bearing zone to be appropriated is from 0 to 30 feet.

**63-34674**

CHARLES L HONSINGER  
PO BOX 517  
BOISE, ID 83701-0517  
HILLSDALE CREEK HOMEOWNERS ASSOCIATION, INC.  
9601 W STATE ST STE 203  
BOISE, ID 83714-4021  
Point of Diversion SWNE S33 T03N R01E ADA County Source GROUND WATER  
Use: IRRIGATION 03/15 to 11/15 0.45 CFS  
Total Diversion: 0.45 CFS  
Date Filed: 2/8/2019  
Place Of Use: IRRIGATION  
T03N R01E S33 SWNE  
Water bearing zone to be appropriated is from 150 to 300 feet.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT  
TRANSFER NO. 81146**

**PARAMOUNT OWNERS ASSOC INC, 12601 W EXPLORER DR STE 200, BOISE, ID 83713-1880;** has filed Application No. 81146 for changes to the following water rights within ADA County(s): Right No(s). 63-10541, 63-32097; to see a full description of these rights and the proposed transfer, please see [www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx](http://www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx). The purpose of the transfer is to change a portion of the above rights as follows: The purpose of the transfer is to describe all points of diversion in a combined distribution system and create a permissible place of use for Paramount Subdivision. Water will be used at the current place of use generally located southeast of the intersection between Chinden and Linder roads approximately three miles north of Meridian, Idaho.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at 208-334-2190; or for a full description of the right(s) or proposed transfer (s) please see [www.idwr.idaho.gov](http://www.idwr.idaho.gov). Protests may be submitted based on the criteria of Idaho Code §§ 42-203A and 42-222. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 4/8/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/21/2019 and 3/28/2019

Honsinger Law, PLLC  
Charles L. Honsinger  
(208) 863-6106

RECEIVED

FEB 08 2019

WATER RESOURCES  
WESTERN REGION

February 8, 2019

RECEIVED

FEB 08 2019

DEPARTMENT OF  
WATER RESOURCES

Idaho Department of Water Resources  
Western Regional Offices  
2735 Airport Way  
Boise, ID 83705-5082

Re: Application for Permit

Dear Sir or Madam:

With this correspondence, I enclose a permit application that I am filing today on behalf of my client Hillsdale Creek Homeowners Association, Inc. The application includes: (1) an aerial photograph showing the place of use and point of diversion; (2) a sheet showing the calculated irrigated acreage proposed within the subdivision; (3) plat maps showing the subdivision as approved; and (4) a copy of relevant portions of the Covenants, Conditions and Restrictions for Howry Lane Subdivision. A check in the amount of \$250.00 is also included to cover the statutory processing fee.

Please contact this office with any questions or concerns, and please let me know when it will be published. I look forward to timely advertisement and processing of this application.

Sincerely,



Charles L. Honsinger

cc: Client

enclosures