

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 75912

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

- Yes N/A** * Means the item is always required and must be included with the application.
- ☒ * Completed Application for Transfer of Water Right form, Part 1.
 - ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
 - ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
 - ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application
 - ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
 - ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/water/rights/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☒ ☐ #9 Other. Please describe: Hillsdale Estates Covenants, Conditions and Restrictions

RECEIVED

AUG 25 2009

SCANNED

WATER RESOURCES
WESTERN REGION

APR 07 2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Willowbrook Development, Inc. Phone 208-376-4665Mailing address 210 Murray St., Boise, ID 83714 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative Lori Graves, SPF Water Engineering Phone 208-383-4140Mailing address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Email lgraves@spfwater.com

- ☐ 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.
- ☒ 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 providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 or Authorized Representative

Staci Smith Pres.
Print Name and Title if applicable

8-20-09
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2. Move irrigation water appurtenant to developed lands to other lands other lands not subject to development for continued irrigation use.**

RECEIVED

AUG 25 2009

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	63-7131A	4.45/1872.1	Irrigation	4/1 to 10/31	Ground Water
☒ ☐		0.02/4.0	Stockwater	1/1 to 12/31	
☐ ☐		0.02/0.6	Domestic	1/1 to 12/31	
☐ ☐	63-8376E	6.86/2313	Irrigation	3/15 to 11/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 11.31 cfs and/or 4189.7 ac-ft

2. Total amount of water proposed to be transferred or changed 0.60 cubic feet per second and/or 216.6 acre-feet per annum.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	1W	28							40										40
		29			40	35			30	30	40	40			19	40			274
		30			5	25					35			40	30	40	40	30	245
															D				
															S				

Total Acres (for irrigation use) 559 (63-7131A)

Part 1, 4. Place of use continued:

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	1W	28											30						30
		29				39				33			40	40	34		40		226
		30				25					35				38			40	138
		32		40			40	40											120

Total number of acres to be irrigated 514 (63-8376E)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: wells, pumps, sprinklers, power records or totalizing flowmeter if required

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: Land has been subdivided. The subdivision lot irrigation will be provided by the subdivisions domestic ground water system under right 63-12125 as described in the attached subdivision's CC & Rs.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: _____

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: The rights are to be leased to the Water Supply Bank. The 34 acres proposed for change will be withdrawn from the bank upon approval of this application.

Total Acres (for irrigation use)

2007 FEB 16 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 63-07131A

NAME AND ADDRESS: WILLOWBROOK DEVELOPMENT INC
210 MURRAY ST
BOISE, ID 83714

SOURCE: GROUND WATER

QUANTITY: 4.45 CFS
1876.70 AFY

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
The total instantaneous diversion of water from all points of diversion under Transfer No. 4385 shall not exceed 12.13 cfs, nor a total combined annual volume of 3,888.1 af.
Right Nos. 63-03079, 63-07131A, and 63-08376E are limited to a total combined annual diversion volume of 3883.5 af for irrigation.

PRIORITY DATE: 01/13/1969

POINT OF DIVERSION: T05N R01W S28 NWSW Within Ada County
SWNW
NWSW
S29 SENE
SENW
SWNW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation		04-01 TO 10-30	4.45 CFS
			1872.10 AFY
Stockwater		01-01 TO 12-31	0.02 CFS
Domestic			4.00 AFY
		01-01 TO 12-31	0.02 CFS
			0.60 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 30 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
Domestic use is for 1 home and does not include lawn, garden, landscape, or other types of irrigation.

PLACE OF USE:	Irrigation	Within Ada County
T05N R01W S28	SWNW 40.0	NWSW 19.0
	SWNE 40.0	SENE 35.0
S29	SWNW 30.0	SENW 30.0
	NESW 40.0	NWSW 40.0
S30	NWSE 40.0	
	SWNE 5.0	SENE 25.0
	NESW 35.0	SESW 40.0
	NESE 30.0	NWSE 40.0
	SWSE 40.0	SESE 30.0
559.0 Acres Total		

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

Stockwater		Within Ada County
T05N R01W S30	NESE	
Domestic		Within Ada County
T05N R01W S30	NESE	

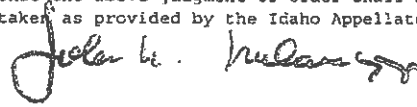
The rights listed below are limited to the irrigation of a combined total of 863.0 acres in a single irrigation season. Combined Right Nos.: 63-03079, 63-07131A, & 63-08376E.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

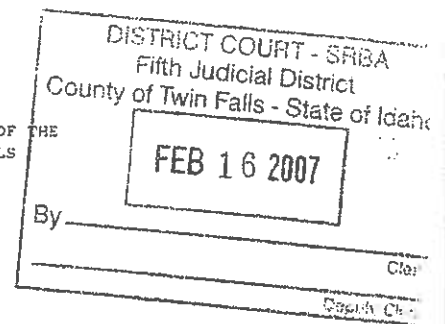
RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

PART 2A



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 63-08376E

NAME AND ADDRESS: WILLOWBROOK DEVELOPMENT INC
210 MURRAY ST
BOISE, ID 83714

SOURCE: GROUND WATER

QUANTITY: 6.86 CFS
2313.00 AFY

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 af per acre for irrigation of the lands below.
The total instantaneous diversion of water from Right Nos. 63-8376, 63-3079, and 63-7131 shall not exceed 12.13 cfs, nor a total combined annual volume of 3888.1 af. Right Nos. 63-3079, 63-7131A and 63-8376E when combined shall not exceed a total annual diversion volume of 3883.5 af for irrigation.

PRIORITY DATE: 10/12/1976

POINT OF DIVERSION: T05N R01W S28 SWNW Within Ada County
NWSW
NWSW
S29 SENW
SWNW
SENE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	6.86 CFS 2313.00 AFY

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE:	Irrigation	Within Ada County
T05N R01W S28	NWSW 34.0	SWSW 30.0
S29	SENE 39.0	SESW 40.0
	SWSW 40.0	
	SWSE 40.0	
S30	SENE 25.0	NESW 25.0
	NESE 38.0	SESE 40.0
S32	NWNE 40.0	NENW 40.0
	NWNW 40.0	
514.0 Acres Total		

The rights listed below are limited to the irrigation of a combined total of 863.0 acres in a single irrigation season.
Combined Right Nos.: 63-03079, 63-07131A, & 63-08376E.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT

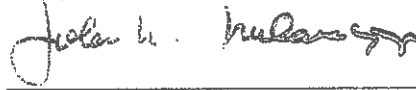
SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

Add'l Fee Paid	Date	Received by 	Receipt #
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Y5N R1W

2006 Photo

19

20

21

30

29

28

31

32

33

Legend



63-7131A proposed pou



63-8376E proposed pou



Sections

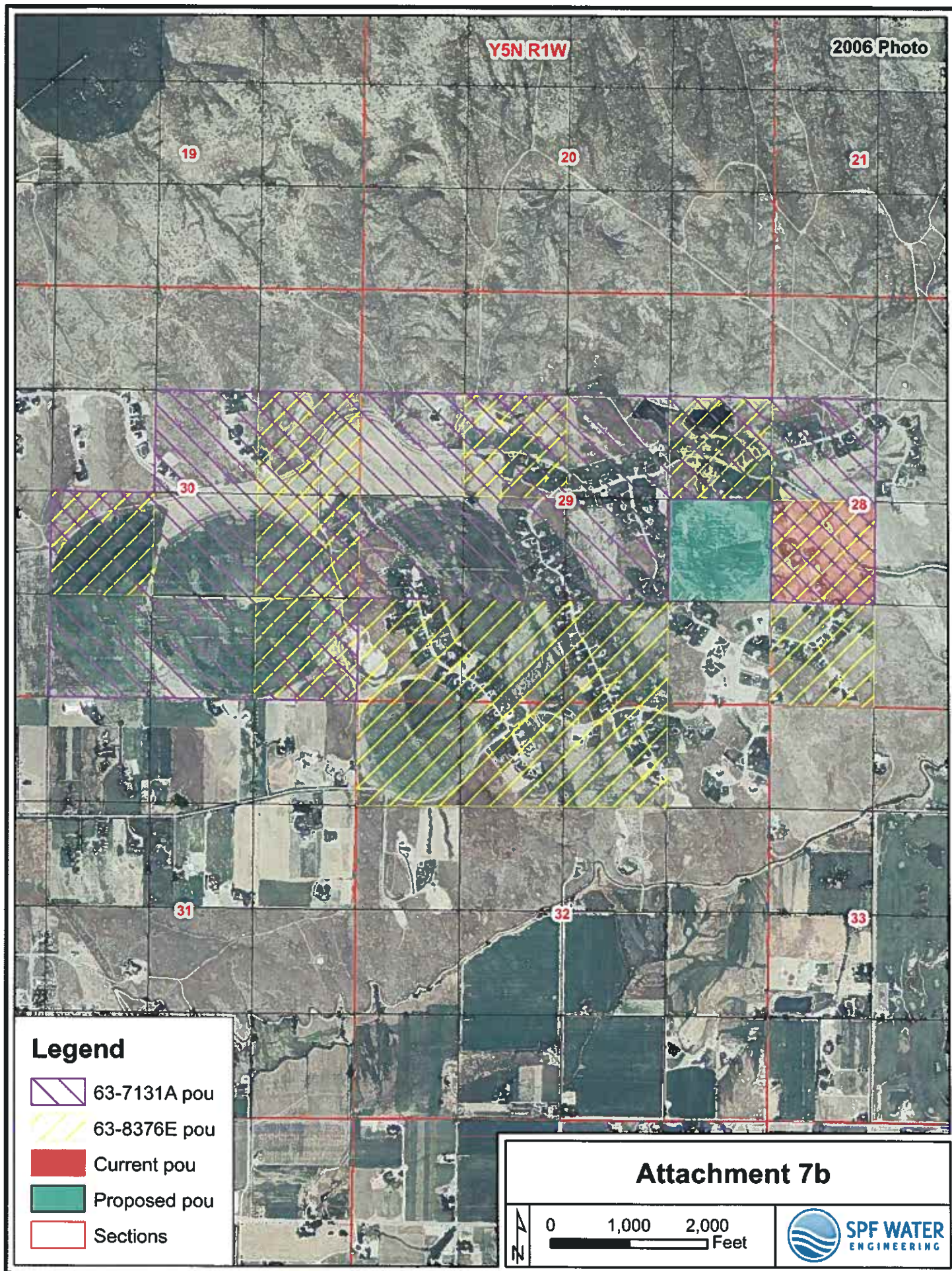
Attachment 7a



0 750 1,500
Feet



SPF WATER
ENGINEERING



RECEIVED

AUG 25 2009

WATER RESOURCES
WESTERN REGION

HILLSDALE ESTATES
COVENANTS, CONDITIONS AND RESTRICTIONS
File No. 62702-4

EBERLE, BERLIN, KADING, TURNBOW, McKLVEEN & JONES,
CHARTERED

ATTORNEYS AND COUNSELORS AT LAW
CAPITOL PARK PLAZA
300 NORTH SIXTH STREET
POST OFFICE BOX 1368
BOISE, IDAHO 83701
TELEPHONE (208) 344-8535
FACSIMILE (208) 344-8542

Attachment #9

HILLSDALE ESTATES

COVENANTS, CONDITIONS AND RESTRICTIONS

Table of Contents

Declaration of Covenants, Conditions and Restrictions of Hillsdale Estates No. 1 Subdivision

Instrument No. 95005963, Ada County, Idaho, recorded on January 30, 1995..... 1

Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions of Hillsdale Estates No. 1 Subdivision

*Instrument No. 101044755, Ada County, Idaho, recorded on April 15, 2004; and
Instrument No. 200419470, Canyon County, Idaho, recorded on April 13, 2004 2*

Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision

Instrument No. 97100957, Ada County, Idaho, recorded on December 4, 1997 3

Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision

Instrument No. 99018529, Ada County, Idaho, recorded on February 25, 1999 4

Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision

Instrument No. 100030973, Ada County, Idaho, recorded on April 25, 2000 5

Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision

Instrument No. 100031327, Ada County, Idaho, recorded on April 26, 2000..... 6

Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates

Instrument No. 100076412, Ada County, Idaho, recorded on September 25, 2000 7

Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision

Instrument No. 101010212, Ada County, Idaho, recorded on February 7, 2001 8

Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision and Amendment of Declaration

Instrument No. 103065484, Ada County, Idaho, recorded on April 21, 2003..... 9

Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates

Instrument No. 200337681, Canyon County, Idaho, recorded on June 19, 2003 10

** Star Ridge Estates*

* Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates	
<i>Instrument No. 200408586, Canyon, County, Idaho, re-recorded on February 17, 2004</i>	<i>11</i>
 Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates	
<i>Instrument No. 200354467, Canyon County, Idaho, recorded on September 2, 2003</i>	<i>12</i>
 * Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates	
<i>Instrument No. 200415434, Canyon County, Idaho, recorded on March 23, 2004.....</i>	<i>13</i>
 Amendment No. 1 to Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates	
<i>Instrument No. 200419468, Canyon County, Idaho, recorded on April 13, 2004</i>	<i>14</i>
 * Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates	
<i>Instrument No. 200415435, Canyon County, Idaho, recorded on March 23, 2004.....</i>	<i>15</i>
 Amendment No. 1 to Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates	
<i>Instrument No. 200419469, Canyon County, Idaho, recorded on April 13, 2004</i>	<i>16</i>

95005963
1832000974
ADAMS RECORDS
CLERK OF DISTRICT COURT
BOISE ID

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

95 JAN 30 PM 10 10

REC 87.00 J. Cooper
RECORDED IN THE REQUEST OF

HILLSDALE ESTATES NO. 1 SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by WILLOWBROOK DEVELOPMENT, INC., an Idaho corporation, hereafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as "the Properties," more particularly described as follows:

HILLSDALE ESTATES NO. 1 SUBDIVISION, according to the official plat thereof, recorded in Book 68 of Plats at Pages 6982 thru 6985, as Instrument No. 95005466, recorded on the 27th day of January, 1995, records of Ada County, Idaho; and

WHEREAS, Declarant desires to subject a portion of the above described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described, except Lot 20, Block 2, Lot 7, Block 3, and Lot 1, Block 4 excluding that area designated and described on the plat as "Open" thereof (hereinafter "Excluded Lots") shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof, reserving unto Declarant all right, title and interest in and to any and all water rights, permits, or licenses appurtenant to the Open-Common Area as the same is defined hereinafter.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to the Hillsdale Estates Homeowners' Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described, specifically excluding the "Excluded Lots."

Section 3. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "DECLARANT" shall mean and refer to Willowbrook Development, Inc., an Idaho corporation, its successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 7. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.

Section 8. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 9. "PLAT" shall mean a final subdivision plat covering any real property in Hillsdale Estates Subdivision, as recorded in the office of the county recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 10. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage, as Mortgage is defined in Section 8.

Section 11. "FIRST MORTGAGEE" shall mean any Mortgagee, as defined in Section 10, possessing a lien on any Dwelling Unit first and prior to any other Mortgage, as that term is defined in Section 8.

Section 12. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 13. "DOMESTIC WATER SUPPLY SYSTEM" shall mean all real property, including water rights, and improvements thereon and all wells, pumps, pipes and other conveyancing apparatus and all easement rights for the installation and maintenance of the system by which domestic water is delivered to each Lot, owned by the Declarant or Association for the purpose of providing a domestic water supply to the Owners.

Section 14. "OPEN-COMMON AREA" shall mean that area designated as Open-Common Area on the Plat to be owned, used and maintained as set forth herein.

Section 15. "OPEN-EQUESTRIAN AREA" shall mean that area designated as Open-Equestrian Area or Equestrian Area-Open Common on the Plat, which area is for the exclusive use of Owners who become members of the Equestrian Area Users Association, to be owned, used and maintained in accordance with the provisions contained herein.

Section 16. "EQUESTRIAN AREA USERS ASSOCIATION" shall mean and refer to any profit or not for profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established by the Declarant or the Association for the purpose of improving, operating, and maintaining the Open-Equestrian Area.

Section 17. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 18. "WATERWAY or WATERWAYS" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, the banks thereof and adjacent landscaping, including pumps, pipes and other conveyancing apparatus used in connection therewith which is located on the Properties and which is included within or managed as Open-Common Area.

Section 19. "RESTRICTED AREA" shall mean and refer to that area designated as Restricted Area on the Plat which shall be subject to the restrictions and provisions contained herein.

Section 20. "OPEN AREA" shall mean and refer to those Lots hereinbefore described as Excluded Lots, which Lots may be designated on the plat as "Open."

ARTICLE II: HOMEOWNERS' ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in the Properties shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On July 1, 2004.

Section 3. Assessments:

- A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:
 - 1. Regular annual or other regular periodic assessments or charges; and
 - 2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner

of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- B. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Properties and related to the operation, improvement, Open-Common Area, Open-Equestrian Area, Restricted Area and Improvements thereon.
- C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$500.00.
 - 1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than the maximum percentage increase allowable by Federal National Mortgage Association, if any, above the maximum assessment as set forth above.
 - 2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
 - 3. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.
- D. Initiation Assessment: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an initiation assessment in the amount of \$100.00.
- E. Assessment for Domestic Water Supply System: The Association may levy a separate assessment for the operation, maintenance and improvement of the Domestic Water Supply System (including the maintenance of adequate reserves as may be necessary or prudent using sound business judgment and to comply with any and all requirements of any governmental agency having jurisdiction thereof) as described in Article V, below. The said assessment may, in the discretion of the Declarant or the Board of Directors of the Association, as the case may be, consist of a flat fee charged equally to each owner or, at such time as use of water on each Lot is separately metered, may be a charge based upon water usage. Said assessment shall be payable to Declarant or the Association, as the case may be, in regular monthly or quarterly

installments as may be determined by the Declarant or the Board or Directors, as the case may be.

- F. Special Assessments for Capital Improvements: In addition to the regular 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 Open-Common Area, Restricted Area, or for the Domestic Water Supply System, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.
- G. Notice and Quorum for Any Action Authorized Under Sections C and E: Written notice of any meeting called for the purpose of taking any action authorized under Section C or E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- H. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots and may be collected on a monthly basis.
- I. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining 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 a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- J. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at

law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open-Common Area or Domestic Water Supply System or abandonment of his Lot.

- K. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure 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.
- L. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:
1. All property expressly dedicated to and accepted by a local public authority;
 2. All Properties owned by the Declarant or an Association;
 3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first;
 4. All Open-Common Area and Open-Equestrian Area Lots.

ARTICLE III. EQUESTRIAN AREA USERS ASSOCIATION

Section 1. Declarant may create an Equestrian Area Users Association (hereinafter "Users Association") as a profit or non-profit corporation under the laws of the State of Idaho or may create a Users Association as any unincorporated entity which Declarant deems appropriate. Declarant may, in its discretion, create a Users Association by means of a supplemental declaration or by means of separate instruments, or may delegate and assign Declarant's rights to create a Users Association to the Association.

Section 2. Purpose: The purpose of the Users Association shall be to provide for the improvement, maintenance and operation of the Open-Equestrian Area and any Improvement located thereon.

Section 3. Management, Powers and Duties: The Users Association shall be managed in the same manner specified in the applicable supplemental declaration or other instrument and/or in the Articles of Incorporation and the Bylaws of the Users Association. The Users Association shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions, including levying assessments, adopting rules and regulations, granting easements, managing property, paying expenses, taxes, assessments, utility charges, consulting

fees and insurance premiums as are provided for herein for the Association except as modified herein or by a supplemental declaration. The board members, officers, managers and Declarant shall be free of personal liability as to the Users Association in the same manner as described herein with respect to the Association.

Section 4. Membership: The members of the Users Association shall be all the Owners of Lots, including Declarant, while it remains an Owner, who choose to become members of the Users Association by reason of their desire to have the right to the use and enjoyment of the Open-Equestrian Area. Members may retire from the Users Association under such terms and conditions as may be set forth in the applicable supplemental declaration or other instrument and/or in the Articles of Incorporation and Bylaws of the Users Association.

Section 5. Voting Rights: The Users Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners electing to be members of the Users Association, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On July 1, 2004.

Section 6. Assessments:

- A. Power to Levy and Collect: The Users Association shall have the same power to levy and collect assessments as is granted to the Association herein.
- B. Purpose of Assessments: Assessments levied by the Users Association shall be used exclusively for the purpose of maintaining, operating and improving the Open-Equestrian Area and the services and facilities devoted to this purpose and related to the use and enjoyment of the Open-Equestrian Area including, without being limited thereto, the payment of taxes, utility charges, consulting fees and insurance on all or any part of said area.

- C. Amount of Assessment: The amount of any assessment (initial, regular or special) shall be determined upon the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The assessments provided for herein shall commence as specified in the applicable supplemental declaration or other instrument and/or in the Articles of Incorporation and Bylaws of the Users Association.

ARTICLE IV. OPEN-COMMON AREA RIGHTS AND RESTRICTIONS

Section 1. Enjoyment of Open-Common Area: Each owner shall have a right and easement of enjoyment in and to the Open-Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The Open-Common Areas and related facilities shall be under the ownership and control of the Declarant until the Declarant creates and deeds over the said Open-Common Areas and facilities. The Declarant retains the right to create and deed over Open-Common Areas and facilities and easements thereon as it deems appropriate, but the Declarant must deed all Open-Common Areas and facilities to the Association as of the date Declarant owns not more than two (2) Lots collectively then within the Properties and any additional real property as may be annexed subject to the provisions of Article XV, below.
- B. Subject to Association rules, the following persons shall have the exclusive right to use the Open-Common Areas and facilities:
- (a) Members of the Association (Owners), their immediate families, guests and tenants of such members;
 - (b) Declarant, its invitees, guests, Declarant's employees and agents, and its successors and assigns, while Declarant, its successor or assigns are engaged in the development and/or sale of the Properties;
 - (c) Such other persons or entities as the Association shall from time to time grant the right of use.
- C. The use of the Open-Common Areas and facilities shall at all times be subject to rules, regulations and user charges, if any, prescribed by Declarant from time to time (prior to the deeding of such Open-Common Areas and facilities to the Association) and thereafter as prescribed by the Association.
- D. The use of said Open-Common Areas and facilities shall be subject to such easements and reservations of rights of Declarant hereinafter described and made of record.

- E. Declarant, having reserved all right, title and interest in and to any and all water rights, permits, or licenses appurtenant to the Open-Common Area, shall at all times have the right, in addition to any other rights it may have, to transfer to any of the lands owned by it or any other person or entity, or otherwise convey to any other person or entity, any and all water rights, permits or licenses which are appurtenant to the Open-Common Area.
- F. Only the Declarant (prior to title of the Open-Common Area vesting in the Association) or the Association (after vesting of title) shall be permitted to engage in construction, excavation, or other work which in any way alters any Open-Common Area or facility.
- G. There shall be no use of a Open-Common Area or facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost thereof, unless expressly permitted by the Association and in any event, there shall be no use of an Open-Common Area or facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.
- H. The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Open-Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien thereagainst; provided that the Open-Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding Declarant), and that any conveyance or mortgage of Open-Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- I. The right of the Association to dedicate or transfer all or any part of the Open-Common Area and facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Open-Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Open-Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Development Restriction: The areas designated on the Plat as "Open" or "Open-Common" shall be subject to the restrictions and conditions applicable to those areas as set forth on the Plat.

Section 4. Open Area: The Open Area, as defined herein and as may be designated as "Open" on the plat shall be under the exclusive control of Declarant and its successors or assigns and, for a maximum period of fifteen (15) years from the date of the Plat recording, may only be used for Open Space as permitted or restricted by the restrictions and conditions applicable to Open Areas as set forth on the Plat. No person, by virtue of being an Owner, shall have any right of access to or the use or possession of the said Open Area.

V. DOMESTIC WATER SUPPLY SYSTEM

Section 1. Domestic Water Supply: Each Lot shall have access to a Domestic Water Supply System to be constructed by Declarant and owned and operated by Declarant until conveyance to the Association. The Domestic Water Supply System shall supply to each Lot domestic water at a quantity sufficient to meet the reasonably anticipated needs of a single family residential dwelling unit, including Lot irrigation. Use of the Domestic Water Supply System shall be subject to the Declarant and/or Association's rights to collect reasonable fees therefore and use of the Domestic Water Supply shall constitute an agreement to pay the charges therefore. Should any Owner fail to pay the charges for his water use, the Declarant and/or Association or entity to whom the Declarant or Association transfers the Domestic Water Supply System, shall have the right, after reasonable notice, to terminate water service to such defaulting Owner. Neither the Declarant nor Association shall have any liability for any temporary interruptions in water supply service so long as necessary repairs are made in a reasonably prompt manner.

Section 2. Conveyance of Domestic Water Supply System:

- A. The Declarant may convey the Domestic Water Supply System and all improvements related thereto to the Association as such time as Declarant deems appropriate. Declarant must convey the Domestic Water Supply System to the Association at such time as Declarant ceases to own any Lots which are subject to this Declaration or any land subject to annexation as provided in Article XV, below. At the time of conveyance of the Domestic Water Supply System to the Association by the Declarant, there shall be created in the Declarant an indefeasible right to receive the lesser of the cost Declarant incurred in the design, installation and construction of the Domestic Water Supply System or any consideration received by the Association in the event the Association transfers or conveys the Domestic Water Supply System as provided for below. In the event Declarant conveys the Domestic Water Supply System to the Association, Declarant shall have the right to connect to the Domestic Water Supply System, without charge, any Lots which may be developed on the Properties or any real property which is subject to annexation pursuant to Article XV, below, so long as the Domestic Water Supply System has the capacity available to serve said Lots. In the event capacity is not available, Declarant shall have the right to make such modifications, extensions or expansions of the system so as to create any needed capacity, all in accordance with the requirements of any governmental entity having jurisdiction thereof.

- B. The Declarant, while it is the owner of the Domestic Water Supply System, and thereafter the Association, shall have the right, at its sole discretion, to transfer or convey the Domestic Water Supply System and all improvements related thereto to a public utility company at any time, upon such terms and conditions as may be acceptable to Declarant or the Association as the case may be. In the event of such a transfer or conveyance by the Association, the Association shall reimburse Declarant the cost Declarant incurred in the design, installation and construction of the Domestic Water Supply System or shall remit to Declarant the consideration received by the Association in connection with its transfer or conveyance, whichever is less.

Section 3. Operation of the Domestic Water Supply System: The Domestic Water Supply System is a public water system and is regulated by the Idaho Department of Health and Welfare, Division of Environmental Quality (DEQ) and the United States Environmental Protection Agency (EPA). The Domestic Water Supply System shall be operated in accordance with the laws of the United States and the State of Idaho and all rules and regulations promulgated by any governmental entity having jurisdiction thereof. All wells supplying water to the Domestic Water Supply System shall be carefully monitored and in the event any contamination is detected in said water, appropriate action shall be taken for the treatment thereof. The Declarant, the Association and any entity to whom the Domestic Water Supply System may be transferred shall be permitted, and is encouraged, to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the Domestic Water Supply System.

ARTICLE VI. EASEMENTS

Section 1. Future Easements: The Declarant, while it is the Owner, and thereafter the Association or the Users Association as the case may be, shall have the future right to provide for such easements across, upon and under the surface of the Open-Common Area and Open-Equestrian Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean water lines, eave and balcony overhangs.

Section 2. Encroachments: In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

Section 3. Easement for Maintenance: The Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Properties, the Open-Common Area, the Open-Equestrian Area and the Domestic Water Supply System, including, but not limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean water system maintenance and 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.

Section 4. Easement for Restricted Area. The Declarant and the Association shall have an exclusive easement on the Restricted Areas as are depicted on the Plat for the purpose of maintaining the said areas, to the fullest extent possible, in their natural state. Notwithstanding the foregoing, the Declarant or the Association may install such plantings as may be necessary or appropriate in order to prevent erosion on or otherwise enhance those areas. Use of the Restricted Areas by the Owners may be permitted under such circumstances, if any, as may be prescribed by Declarant or the Board of Directors of the Association.

ARTICLE VII: PRIVATE ROAD EASEMENTS

Lots 6, 7, 8, and 18, Block 2; Lots 9, 10, 11, 12, and 13, Block 2; Lots 16, 17 and 18, Block 2; and Lots 9, 10, 11 and 12, Block 3, as depicted on the Plat are subject to cross easements at the locations shown on the Plat providing perpetual and indefeasible access rights for ingress and egress to the Lots benefitted by the easements. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. No Owner or any person shall place or permit to be placed across the easement premises any obstruction or in any manner otherwise interfere with the use of the easement premises by the Owners of the said Lots without the mutual consent of all such Owners. Declarant has constructed or shall cause to be constructed across the easement premises a paved private drive for the benefit of the Owners of the said Lots. Each Owner of a Lot accessed by a private road easement shall be responsible for its pro rata share, based on the number of lots accessed by the private road easement, of the costs and expenses of maintaining the above-described easements and driveways in good repair, including but not limited to resurfacing from time to time as may be necessary or desirable.

ARTICLE VIII: MAINTENANCE RESPONSIBILITY

The Association or the Users Association, as the case may be, shall provide maintenance to and be responsible for the Open-Common Area and improvements thereon, the Open-Equestrian Area and the improvements thereon, the Domestic Water Supply System, the Restricted Area, and all drainage facilities. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs

of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit. Each Owner shall further be responsible to cut or otherwise control the weeds and other noxious plants on his Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction.

ARTICLE IX: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties except the "Excluded Lots," Open-Common Area and Open-Equestrian Area and shall be for the benefit of and limitations upon all present and future Owners of the Properties, or of any interest therein:

- A. Lot Use: All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office.
- B. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that three dogs, cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings.
- C. Garbage and Refuse Disposal: No part of the Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the Properties except in a sanitary container.
- D. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed energy production devices, antennae or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.

- E. Outbuildings: No outbuilding shall be constructed, erected or placed until the same has been approved by the Architectural Control Committee as to size, location and exterior design. It is Declarant's intent that the design of any outbuilding which the Architectural Control Committee may approve must be consistent with the dwelling unit existing or to be constructed on the said Lot and the placement of any outbuildings be located to minimize potential negative aesthetic impact on adjoining property and the subdivision. No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of the Properties.
- F. Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, or farm or garden equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on public or private ways adjacent thereto, except in an enclosed structure or completely screened from all view from outside the Lot. All other parking of equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.
- G. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, any applicable Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.
- H. Sewer Restrictions: Until public sewer facilities are available to the subdivision, all sewage disposal for each Lot shall be in a private septic tank system which shall be designed, constructed and installed on each Lot in accordance with the requirements of the governmental entities having jurisdiction thereof. The Declarant shall have no obligation for the construction or approval of any sewage disposal system or the connection thereof. Drainage from a septic tank located on a Lot shall be kept within the boundaries of the Lot on which it is located. All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building.
- I. Landscaping: Within ninety days after occupancy of the Dwelling Unit located thereon, that portion of each Lot adjacent to the Dwelling Unit and visible from the public right of way in the subdivision shall be landscaped to the edge of pavement of the roadway fronting the said Lot, with underground sprinklers, eight (8) trees at least one and one-half inches in diameter measured twenty four inches above the ground

plane, and eighteen (18), five (5) gallon shrubs or bushes, all as approved by the Architectural Control Committee. A landscape plan shall be submitted to and approved by the Architectural Control Committee, as provided in Article XI, prior to commencement of any landscaping work. Any plantings that do not survive transplanting or that do not present a healthy appearance shall be promptly replaced. Landscaping on hillside slope areas shall be designed so as to utilize to the extent reasonably possible native and drought-tolerant plant material and to improve slope sheer resistance at the top of slopes and at the bottom of drainage swales. Erosion resistant material shall be used to control soil moisture. A mixture of perennials, annuals, clover, alfalfa, and grass seed shall be used on steep slopes to control soil erosion. Turf type grasses shall be permitted only on areas of Lots with slopes less than 3:1.

- J. Fences: Fences, including fences around swimming pools, dog runs or other uses, may be permitted under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of the Architectural Control Committee, which discretion may not be challenged for having been exercised unreasonably. It is Declarant's desire to maintain an open, spacious, natural appearance within the subdivision. Toward that end, any fences which may be permitted must be kept to a minimum size, consistent with the purpose requiring the fence, and, where possible, trees, shrubs, and hedges should be used in lieu of fencing and to screen hard surfaces and other non-aesthetic areas.
- K. Restricted Area: No portion of any Lot which is designated on the Plat as Restricted Area may be enclosed by any fence nor may the natural topography or vegetation thereof be in any way altered except under such conditions, if any, as may be approved by the Declarant or the Architectural Control Committee. It is Declarant's intention that the restricted areas shall to the fullest extent possible remain in a natural undisturbed state except with the addition of such plantings as may be necessary or appropriate in order to prevent erosion on or otherwise enhance the natural state of those areas.
- L. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot. Subject to the approval of the Architectural Control Committee, nothing herein contained shall be construed to prohibit the drilling and use of a water well on a Lot.
- M. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat and reasonably sized sign on a Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on a Lot during construction of improvements. One entry sign may

be placed on each Lot naming the property or the owner thereof, provided the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to installation.

- N. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.
- O. Discharge of Firearms: The discharge of firearms within the subdivision for recreational purposes is prohibited.
- P. Parking Rights: Any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit.
- Q. Mail and Newspaper Boxes: No mail or newspaper boxes shall be placed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Architectural Control Committee prior to installation, it being the intent of the Declarant that all mail and newspaper boxes shall be of compatible design, material and coloration and shall be located adjacent to the access point for each Lot.

ARTICLE X. BUILDING RESTRICTIONS

Section 1. Minimum Area/Cost: No building intended for use in a single family residence shall be erected, altered, placed or permitted to remain on any Lot which building has an initial cost to construct the same (including the cost of the septic system) of less than \$120,000.00 based on 1994 construction costs, adjusted for subsequent years in accordance with reasonable increases in construction costs for residential Dwelling Units and which contains less than 1,800 square feet of living area; provided, however, that if the building intended for use as a single family residence contains more than one story, the minimum square footage of living area shall be 2,300 square feet. The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garages. No building or other structure shall be allowed within the subdivision which has more than two stories, unless the same is approved in writing by the Architectural Control Committee. No building or other structure containing more than one story shall be erected, altered, placed or permitted to remain on Lots 7 and 13, Block 2. In no event shall a manufactured or relocated home be erected, placed or permitted to remain on any Lot.

Section 2. Setback: Subject to the right of the Architectural Control Committee to approve the site plan for any building to be constructed upon a Lot, all buildings shall be set back at least thirty feet from the public right of way and fifteen feet from any other property line.

Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the subdivision require setbacks different than those provided herein, the more restrictive shall control. Lots 12, 13, 14 and 15, Block 1 are further subject to set back restrictions set forth in the Chevron Pipeline and AT&T easements across a portion of those lots and construction activities relating thereto.

Section 3. Obligation to Complete Construction: Following the date of commencement of construction, the Owner shall be obligated to diligently and continuously proceed therewith to completion of the entire exterior of the dwelling within nine months, except for incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. Prior to the date of commencement of construction, the Owner shall maintain such Owner's Lot free of accumulation of trash or debris and vegetation that may create a fire hazard or which is unsightly.

Section 4. Construction Requirements: Each Dwelling Unit may have wood siding (redwood, cedar or spruce which may be stained or painted) or a combination of wood, stone, manufactured or synthetic stone, stucco, masonry or masonite true lap siding with ten inch or less lap. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. Subject to the approval of the applicable fire protection entity, all roofs shall be comprised of wood shake or composite shingles, architectural asphalt shingles, metal (as may be approved by the Architectural Control Committee) or tile with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All windows shall be of the anodized type or better (no raw aluminum frames). All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the Unit to within one foot of the top cap. Each Dwelling Unit must have at least two exterior lights illuminating the garage door openings and one exterior light for the front entryway(s) and one photosensitive pole light installed in the front yard in a location to be approved by the Architectural Control Committee, designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 40 watts.

Section 5. Utilities: The connection to all utility facilities shall be under ground and shall be inspected and approved by the appropriate governmental entity having jurisdiction thereof and the company providing the utility service, if required. Utility meters shall be placed in an unobtrusive location where possible. Each Owner shall be responsible to pay for any extension of electrical service or facilities for the placement of a meter or a transformer beyond that provided for such Lot, and any credits or monies received by such Owner by Idaho Power Company offsetting any costs of such extension which would otherwise have been rebated directly by Idaho Power Company to the Declarant shall be promptly paid by such Owner to the Declarant.

Section 6. Driveway and Driveway Culvert: Each Owner shall install a hard surface (e.g. asphalt, concrete) driveway from the edge of the pavement to the Dwelling Unit or garage on the Lot in a location approved by the Architectural Control Committee, and shall, if required

by the Architectural Control Committee, install and maintain in the borrow ditch adjacent to the public right of way a culvert having a minimum diameter of twelve inches.

Section 7. Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

- A. All debris shall be removed from the Lot prior to each weekend;
- B. No materials shall be placed or kept on any adjoining Lots;
- C. Vehicles belonging to workmen or used in the construction of the improvements shall not be parked in front of occupied Dwelling Units or interfere with traffic on public streets or private streets;
- D. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof;
- E. A receptacle for trash and debris shall be located on the subject Lot and shall not be over filled;
- F. Each Owner shall be responsible to repair any damage which may occur during the construction period to any road, mailbox, utility facility or other onsite or offsite improvement caused by the Owner or Owner's agents.

ARTICLE XI. ARCHITECTURAL CONTROL

Section 1. Creation: Within thirty (30) days of the date on which the Declarant first conveys a Building Lot to an Owner, Declarant shall appoint three (3) individuals to serve on the Architectural Committee. Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

Section 2. Declarant's Right of Appointment: At any time, and from time to time prior to ten (10) years after the recording date of this Declaration in which Declarant is a Class B Member, Declarant shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Declarant or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

Section 3. Review of Proposed Construction: The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by Declarant (or Association Board after Declarant relinquishes control), including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Declarant (or Association Board after Declarant relinquishes control) shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

Section 3.1 Conditions on Approval: The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to an Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

Section 3.2 Architectural Committee Rules and Fees: The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Lots located adjacent to public and/or private open space.

Section 3.3 Detailed Plans: The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

Section 3.4 Architectural Committee Decisions: Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XI shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the applicant within twenty (20) days after the date of filing said materials with the Architectural Committee.

Section 4. Meetings of the Architectural Committee: The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

Section 5. No Waiver of Future Approvals: The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 6. Compensation of Members: The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

Section 7. Inspection of Work: Inspection of work and correction of defects therein shall proceed as follows:

Section 7.1 Notice of Completion: Upon the completion of any work for which approved plans are required under this Article XI, the Owner shall give written notice of completion to the Architectural Committee.

Section 7.2 Architectural Committee Inspection; Non-Compliance: Within thirty (30) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particular non-compliance, and shall require the Owner to remedy the same.

Section 7.3 Failure to Remedy any Non-Compliance: If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

Section 7.4 Failure to Provide Notice of Non-Compliance Constitutes Approval: If for any reason the Architectural Committee fails to notify the Owner of any non-compliance within thirty (30) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

Section 8. Non-Liability of Architectural Committee Members: Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, nor the Declarant, nor the members of the Homeowners Association Board of Directors shall be liable to any Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Properties generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval

of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 9. Variances: The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes.

ARTICLE XII: INSURANCE AND BOND

Section 1. Types of Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

The Association may secure and maintain at all times the following insurance and bond coverage:

- A. A multi-peril-type policy covering any Association owned property providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in

construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

- B. The Association must, if available at a reasonable cost, have a comprehensive policy of public liability insurance covering all of the Association owned facilities. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- C. The Association may obtain liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of the Association in such amount as may be reasonable in the premises.
- D. The following additional provisions shall apply with respect to insurance:
 - 1. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgages.
 - 2. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
 - 3. All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
 - 4. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.
- E. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

- F. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

ARTICLE XIII: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Association owned property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned property equally on a per-lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIV: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of an Association:

- A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of the Open-Common Area, Open-Equestrian Area, and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
- B. The holders of first Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- C. Any management agreement for the Properties, Open-Common Area, Open-Equestrian Area, or Domestic Water Supply System, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

- D. Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- E. Unless all institutional holders of first Mortgages have given their prior written approval, no Association shall:
1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Open-Common Area, Open-Equestrian Area, or Domestic Water Supply System owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such common area property shall not be deemed a transfer within the meaning of this clause.)
 2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
 3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Open-Common Area, Open-Equestrian Area, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
 4. Fail to maintain fire and extended coverage on insurable Open-Common Area, Open-Equestrian Area and Domestic Water Supply System property on a current replacement cost basis in an amount not less than one hundred percent (100 %) of the insurable value (based on current replacement cost).
 5. Use hazard insurance proceeds for losses to any Open-Common Area, Open-Equestrian Area, and Domestic Water Supply System property for other than the repair, replacement or reconstruction of such property.
 6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.
 7. Terminate professional management and assume self-management of the Properties.

ARTICLE XV: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any real property described in Exhibit A attached hereto or any portion thereof (herein referred to as annexable or annexed property) owned by Declarant or affiliates at the

time of annexation into the Association, and after annexation, the annexed property will be included in the definition of "PROPERTIES". The annexation of the annexable property, or portions thereof, from time to time, shall be effected by recording a Notice of Annexation or supplemental declaration particularly describing the real property to be annexed and added to the project created by this declaration, pursuant to the provisions of this Article XV.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project except for amendments, if any, which are set forth in the Supplemental Declaration; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land except as modified under the Supplemental Declaration. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the Owners of Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

By accepting a deed to a lot within the Hillsdale Estates Subdivision, each owner shall be conclusively deemed to have waived any objections, or any present or future right to object, to the annexation of the annexable property, and to any zoning application(s) filed by Declarant pertaining to the annexable property. Each owner further consents to the subdivision and development of such annexable property in accordance with applicable zoning ordinances then in force and effect and applicable to the annexable property, including such development as shall be required to provide access to the annexable property (including the lots subdivided therein) by the public right(s)-of-way within the subdivision, and the extension of utility facilities located within the subdivision to serve the annexed property (including the lots subdivided therein).

Section 2. Procedure for Annexation: Any contiguous real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration as modified in the Notice of Annexation shall apply to the added land, as set forth herein; and

- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

ARTICLE XVI: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of the Properties, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by an Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3 %) of the votes of membership. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of the Properties.

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 27 day of JANUARY, 1995.

DECLARANT:

Willowbrook Development, Inc.

By J. Cornel Larson
J. Cornel Larson
Vice President

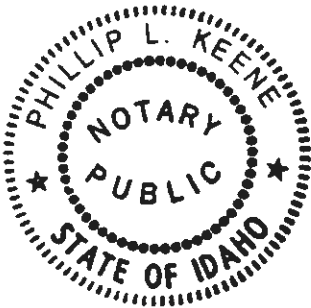
STATE OF IDAHO)

SS.

County of Ada)

On this 27th day of January, 1995, before me, the undersigned Notary Public in and for said State, personally appeared J. CORNEL LARSON, known or identified to me to be the Vice President of Willowbrook Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC, State of Idaho
Residing at Boise, Idaho
My Commission Expires: 9-6-00

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 04/15/04 11:13 AM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Willowbrook
AMOUNT 33.00

11



104044755

RECORDS & COMMUNICATIONS
TYPE 17-1-111 33.00

RECORDS & COMMUNICATIONS
CANYON CITY RECORDER
BY Vicki Allen

APR 13 PM 2:40

RECORDED

200410470

**AMENDMENT NO. 1 TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HILLSDALE ESTATES**

Dated: April 7, 2004

**AMENDMENT NO. 1 TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
HILLSDALE ESTATES SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Ada County, more particularly described as follows:

Hillsdale Estates No. 1 Subdivision, according to the official plat thereof, recorded in Book 68 of plats at pages 6982 through 6985, Instrument No. 95005466, recorded on the 27th day of January, 1995, Records of Ada County, Idaho; and

Hillsdale Estates No. 2 Subdivision, according to the official plat thereof, recorded in Book 75 of plats at pages 7759 through 7761, Instrument No. 97098729, recorded on the 26th day of November, 1997, Records of Ada County, Idaho; and

Hillsdale Estates No. 3 Subdivision, according to the official plat thereof, recorded in Book 77 of plats at pages 8167 through 8170, Instrument No. 99018528, recorded on the 25th day of February, 1999, Records of Ada County, Idaho; and

Hillsdale Estates No. 4 Subdivision, according to the official plat thereof, recorded in Book 79 of plats at pages 8372 through 8373, Instrument No. 99098260, recorded on the 4th day of October, 1999, Records of Ada County, Idaho, excepting therefrom the "open spaces" consisting of Lot 27, Block 5; and

Hillsdale Estates No. 5 Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8550 through 8552, Instrument No. 100021433, recorded on the 22nd day of March, 2000, Records of Ada County, Idaho excepting therefrom the "open spaces" consisting of Lots 50 and 58, Block 3, Lot 28, Block 5, and Lot 8, Block 6; and

Hillsdale Estates No. 6 Subdivision, according to the official plat thereof, recorded in Book 81 of plats at pages 8842 through 8844, Instrument No. 101008410, recorded on the 1st day of February, 2001, records of Ada

County, Idaho excepting therefrom the "open spaces" consisting of Lots 29 and 58, Block 5, and Lot 23, Block 7; and

Hillsdale Estates No. 7 Subdivision, according to the official plat thereof, recorded in Book 86 of plats at pages 9667 through 9672, Instrument No. 103065482, recorded on the 21st day of April, 2003, records of Ada County, Idaho excepting therefrom the "open spaces" consisting of Lots 25, 26, 28, 30, 39 and 49, Block 4; Lot 59, Block 5 and Lot 1, Block 8; and

that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 1, according to the official plat thereof, recorded in Book 32 of plats at page 37, Instrument No. 200336318, recorded on the 13th day of June, 2003, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots 1, Block 1, Lot 16, Block 2, and Lot 1, Block 3; and

Star Ridge Estates Subdivision No. 2, according to the official plat thereof, recorded in Book 33 of plats at page 50, Instrument No. 2004415432, recorded on the 23rd day of March, 2004, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots 17, Block 2, Lot 10, Block 3, and Lot 2, Block 5; and

Star Ridge Estates Subdivision No. 3, according to the official plat thereof, recorded in Book 33 of plats at page 51, Instrument No. 200415433, recorded on the 23rd day of March, 2003, records of Canyon County, Idaho; and

whereas that certain real property owned by James A. Little has been annexed into Hillsdale Estates, and is more particularly described as follows:

Lots 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho.

hereinafter collectively the "Real Property".

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded

on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 4th day of December, 1997, as Instrument No. 97100957, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County, State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lots 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates

No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, together with the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, and rerecorded as Instrument No. 200408586, on the 17th day of February, 2004 Records of Canyon County, Idaho, together with the Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200354467, recorded on the 2nd day of September, 2003, Records of Canyon County, Idaho together with the Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200415434, recorded on the 23rd day of March, 2004, Records of Canyon County, Idaho; together with the Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200415435, recorded on the 23rd day of March, 2004, Records of Canyon County, Idaho; together with the Amendment No. 1 to Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200419468, recorded on the 13th day of April, 2004, Records of Canyon County, Idaho; together with the Amendment No. 1 to Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200419469, recorded on the 13th day of April, 2004, Records of Canyon County, Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental

Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Amendment No. 1 to Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Amendment No. 1 to Ninth Supplemental Declaration and Amendment No. 1 to Tenth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration";

WHEREAS, Article XVI, Section 3 of the Declaration provides that the covenants, conditions and restrictions of the Declaration may be amended by a recorded instrument signed by the members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership;

NOW, THEREFORE, pursuant to Article XVI, Section 3 of the Declaration, the Declaration of Covenants, Conditions and Restrictions of Hillsdale Estates No. 1 Subdivision is hereby amended as follows:

1. Article II: HOMEOWNERS' ASSOCIATION

Section 2. Voting Rights.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On July 1, 2014.

2. All references in the Declaration to the Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates

No. 2 Subdivision recorded on the 26th day of November, 1997, as Instrument No. 97098729, Records of Ada County, State of Idaho, shall be amended to reflect the correct recording date and instrument number as follows:

Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 4th day of December, 1997, as Instrument No. 97100957, Records of Ada County, State of Idaho

3. Limitations On Use of Domestic Water Supply System for Lot Irrigation.

Notwithstanding any terms or covenants or restrictions to the contrary set forth in Article II, paragraph E and Article V of the Declaration, and excepting ~~Lots 4, 5, 6, 7, 8 and 9 in Block 1, and Lots 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 of Star Ridge Estates Subdivision No. 1,~~ use of the Domestic Water Supply System for irrigation on any Lot shall be limited to a maximum flow of twenty (20) gallons per minute. Use of the Domestic Water Supply System for irrigation on any Lot shall not exceed Three (3) acre/feet of water annually.

The Declarant or the Board of Directors of the Association, as the case may be, in its sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, may:

a. Require the installation of a separate irrigation water meter on any Lot for the purpose of measuring irrigation water use on the Lot from the Domestic Water Supply System. Such separate irrigation water meter may be in addition to any water meter for measuring domestic water use;

b. Levy separate assessments for irrigation water use from the Domestic Water Supply System on any Lot pursuant to Article II, paragraph E and Article V of the Declaration;

c. Authorize such additional annual irrigation water use on any Lot as may be prudent and available in the Domestic Water Supply System in times of surplus irrigation water availability, and levy such additional irrigation water use assessments on any Lot for additional annual irrigation water use in accordance with the foregoing pursuant to Article II, paragraph E and Article V;

d. Establish a schedule or calendar authorizing Lot irrigation by Owners in accordance with such schedule which may incorporate provisions for alternating days, irrigation times, water quantities and such other rules, regulations and limitations in the best interest of the maintenance, operation and water supply of the Domestic Water Supply System;

e. Establish such other rules, regulations and limitations in the best interest of the Domestic Water Supply System as set forth in the Hillsdale Estates Irrigation Rules, Regulations and Information Guide adopted or to be adopted by the Declarant or the Board of Directors of the Association, as it may be amended from time to time, and available at the office of the Association.

Any Owner that defaults in the payment of any irrigation water use assessment provided for in this section shall be subject to a lien on the Owner's Lot pursuant to Article II, Section 3 of the Declaration, and to termination of service from the Domestic Water Supply System to the Lot pursuant to Article V, Section 1 of the Declaration. Any

such defaulting Owner shall also be subject to any other remedy of the Declarant or the Board of Directors of the Association provided for in the Declaration, at law or in equity.

4. Article XVI: GENERAL PROVISIONS

Section I. Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of the Properties, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be a continuing lien on the Owner's Lot and be added to and become a part of the assessment to which such Owner's Lot is subject.

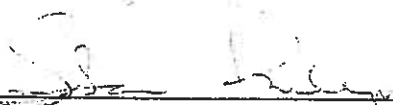
This Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions of Hillsdale Estates Subdivision is executed this 7th day of April, 2004, by WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 
Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

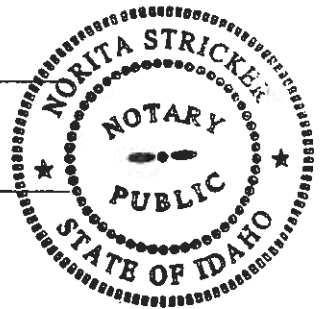
By City Development, Inc., Manager

By: 
Staci Phillips, President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves Amendment No. 1 to

On this 7 day of April, 2004, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such corporation executed the same.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise Eagle, Id
My Commission Expires: 2/9/07



ACCOMMODATION DP

97100957

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND NOTICE OF ANNEXATION
HILLSDALE ESTATES NO. 2 SUBDIVISION

ADA CO. RECORDER
DAVID NAVARRO
BOOK 75
PIONEER TITLE
2:16

KNOWN ALL MEN BY THESE PRESENTS that ~~WILLOW BROOK DEVELOPMENT~~
INC., an Idaho corporation, the Declarant, is the owner of that
certain real property located in Ada County, more particularly
described as follows:

Hillsdale Estates No. 2 Subdivision, according to the
official plat thereof, recorded in Book 75 of plats, at
Pages 7759 through 7761, as Instrument No. 97098729,
recorded on the 26th day of November, 1997,
Records of Ada County, Idaho (hereinafter "Real
Property");

AND WHEREAS, Declarant has heretofore filed certain
Declarations of Covenants, Conditions and Restrictions for
Hillsdale Estates No. 1 Subdivision which was recorded on the 30th
day of January, 1995 as Instrument No. 95005963 (hereinafter
"Declaration");

NOW, THEREFORE, pursuant to Article XV, Section 2 of the
Declaration, Declarant hereby declares that the property described
as Hillsdale Estates No. 2 Subdivision according the official plat
thereto, excluding Lots 24 and 25 of Block 3 and Lot 7 of Block 5
shall be held, sold, conveyed and be subject to the Declaration as
required under Article XV of the Declaration, and hereby supplement
the Declaration as allowed under Article XV to read as follows:

DECLARATION

Declarant hereby incorporates by reference the Declaration in
its entirety except as amended as follows:

Article I, Section 20 is hereby amended in its entirety
as it relates to the Real Property subject to this
Declaration as follows:

"Section 20: Open area shall mean and refer to Lots 24 and 25, Block 3, and Lot 7, Block 5, Hillsdale Estates No. 2 Subdivision."

Article II, Section 2, subparagraph (b) shall be amended in its entirety as follows:

"On July 1, 2006."

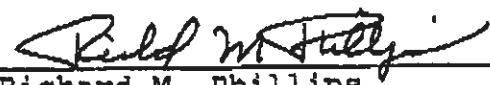
Article III, Section 5, subparagraph (b) shall be amended in its entirety as follows:

"On July 1, 2006."

Attached hereto as Exhibit A is a description of the remainder of the property owned by Declarant which is subject to annexation, which property together with any other property contiguous to any property encumbered by Hillsdale Estates Declaration of Covenants, Conditions and Restrictions, from time-to-time shall be hereinafter referred to as "annexable or annexed property."

This Supplement Declaration and Notice of Annexation for Hillsdale Estates No. 2 Subdivision is executed this 26th day of November, 1997 by WILLOWBROOK DEVELOPMENT, INC., Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 

Richard M. Phillips
President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms, and approves the annexation of Hillsdale Estates No. 2 Subdivision in accordance with and pursuant to this Supplemental Declaration and Notice of Annexation of Covenants, Conditions and Restrictions.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

By: 

Roy B. Johnson
Vice President

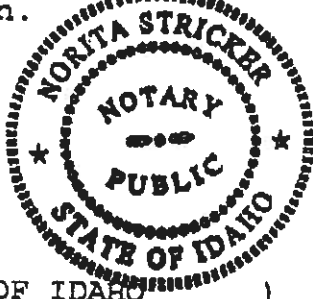
STATE OF IDAHO)

ss.

County of Ada)

On this 26 day of November, 1997, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Norita Stricker
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 2-9-2001

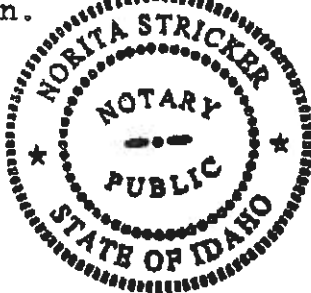
STATE OF IDAHO)

ss.

County of Ada)

On this 26 day of November, 1997, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Norita Stricker
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 2-9-2001

Beginning at the SouthWest corner of section 29, T. 5N., R. 1W., BM, thence

S 89°46'47" W 2646.60 feet to the South 1/4 corner of Section 30, T.5N., R.1W., thence

S 89°46'47" W 2528.83 feet to the SouthWest corner of Section 30, T.5N., R.1W., thence

N 00°00'18" E 2637.16 feet to the West 1/4 corner of Section 30, T.5N., R.1W., thence

N 00°02'58" W 1319.12 feet to a 1/16 corner, thence

N 89°46'29" E 5194.21 feet to a 1/16 corner, thence

N 89°56'07" E 3906.59 feet, thence

S 00°00'00" E 1317.88 feet to a 1/16 corner, thence

S 00°29'38" E 2635.82 feet to a 1/16 corner, thence

S 00°23'20" E 1327.21 feet to a 1/16 corner, thence

S 89°58'00" W 3979.11 feet to a 1/16 corner, thence

N 00°59'37" E 1322.07 feet to the point of beginning

Containing 947.61 acres

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION FOR HILLSDALE ESTATES NO. 3 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that WILLOWBROOK DEVELOPMENT, INC., an Idaho corporation, the Declarant, is the owner of that certain real property located in Ada County, more particularly described as follows:

Hillsdale Estates No. 3 Subdivision, according to the official plat thereof, recorded in Book 77 of plats at pages 8167 through 8170, Instrument No. 99018528, recorded on the 25th day of February, 1999, Records of Ada County, Idaho (hereinafter "Real Property");

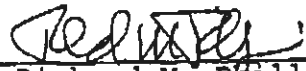
WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997 as Instrument No. 97098729, Records of Ada County, State of Idaho (hereinafter "First Supplemental Declaration"). The Declaration and Supplemental Declaration shall hereinafter be jointly referred to as the "Declaration";

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the property described as Hillsdale Estates No. 3 Subdivision according to the official plat thereof, shall be held, sold, conveyed and be subject to the Declaration as required under Article XV of the Declaration.

Attached hereto as Exhibit A is a description of additional property which is subject to annexation, which property, together with the property described in Exhibit A to the First Supplemental Declaration, together with any other property contiguous to any property encumbered by Hillsdale Estates Declaration of Covenants, Conditions and Restrictions from time to time, shall be hereafter referred to as "annexable or annexed property".

This Second Supplemental Declaration and Notice of Annexation for Hillsdale Estates No. 3 Subdivision is executed this 25th day of February, 1999, by WILLOWBROOK DEVELOPMENT, INC., Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By 
Richard M. Phillips
President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves the annexation of Hillsdale Estates No. 3 Subdivision in accordance with and pursuant to this Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Hillsdale Estates No. 3 Subdivision.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

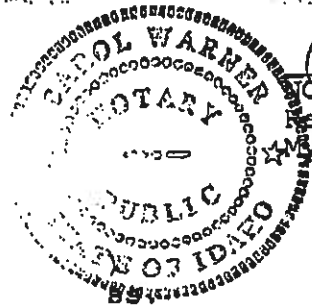
By 
Roy E. Johnson
Vice President

STATE OF IDAHO)
 ss.
County of Ada)

On this 25th day of February, 1999, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc., the corporation that executed the within instrument, or the person who executed the

instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



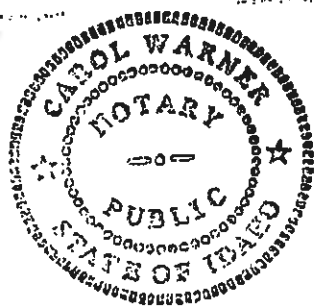
Carol Warner
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 11-13-2002

STATE OF IDAHO

County of Ada)

On this 24 day of February, 1999, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Carol Warner
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 11-13-2002

EXHIBIT "A"

PARCEL I:

The East half of the Southeast Quarter, all lying in Section 29, Township 5 North, Range 1 West of the Boise Meridian, Ada County Idaho.

PARCEL II:

The Northeast Quarter of the Northeast Quarter, all lying in Section 32, Township 5 North, Range 1 West of the Boise Meridian, Ada County Idaho.

CONSENT OF DIRECTORS
IN LIEU OF SPECIAL MEETING
OF
HILLSDALE HOMEOWNERS' ASSOCIATION, INC.

* * * * *

THE UNDERSIGNED, constituting all of the directors of HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, INC., an Idaho nonprofit corporation, do hereby consent to, adopt, ratify and approve in writing the following corporate actions, without a meeting, in accordance with the provisions of the Idaho Business Corporation Act:

BE IT RESOLVED, that the President of the Association, or any other officer, is hereby authorized and directed to execute the ratification and confirmation affixed to the Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision.

DATED this 22nd day of February, 1999.

DIRECTORS:


Richard M. Phillips


Roy B. Johnson


Ron McCormell

ADA COUNTY RECORDER
J. DAVID NAVARRO
REG. IDAHO

1999 FEB 25 PM 3:04

RECORDED - REQUEST OF
Roy B. Johnson
FEE 15.00 DEPUTY J. Parsons

99018529

Charles Berlin
ALTA COUNTY RECORDER
J. EDWARD NAVARRO
ALTA COUNTY RECORDER

2000 APR 25 AM 9:59

RECORDED - REQUEST OF

FEE 15- DEPOSIT 100030973
UBDewey

**This sheet has been added to the document
to accommodate recording information.**

**THIRD SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION FOR HILLSDALE ESTATES NO. 4 SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that WILLOWBROOK DEVELOPMENT, INC., an Idaho corporation, the Declarant, is the owner of that certain real property located in Ada County, more particularly described as follows:

Hillsdale Estates No. 4 Subdivision, according to the official plat thereof, recorded in Book 79 of plats at pages 8372 through 8373, Instrument No. 99098260, recorded on the 4th day of October, 1999, Records of Ada County, Idaho, excepting therefrom the "open spaces" consisting of Lot 27, Block 5, (hereinafter "Real Property");

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997 as Instrument No. 97098729, Records of Ada County, State of Idaho, together with that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999 as Instrument No. 99018529, Records of Ada County, State of Idaho, with the Supplemental Declaration, First Supplemental Declaration, and Second Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration."

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the property described as Hillsdale Estates No. 4

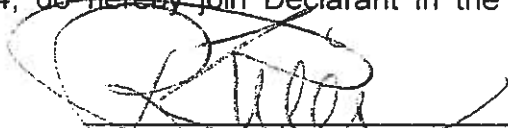
Subdivision according to the official plat thereof, shall be held, sold, conveyed and be subject to the Declaration as required under Article XV of the Declaration.

This Third Supplemental Declaration and Notice of Annexation for Hillsdale Estates No. 4 Subdivision is executed this ____ day of _____, 2000, by WILLOWBROOK DEVELOPMENT, INC., Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 
Richard M. Phillips
President

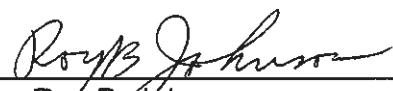
Deborah
Roy L. Phillips and ~~Debra~~ D. Phillips, husband and wife, record owners of Lot 6, Block 6 of Hillsdale Estates No. 4, do hereby join Declarant in the imposition of the Declaration on the Real Property.


ROY L. PHILLIPS


DEBRA D. PHILLIPS
Deborah

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves the annexation of Hillsdale Estates No. 4 Subdivision in accordance with and pursuant to this Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Hillsdale Estates No. 4 Subdivision.

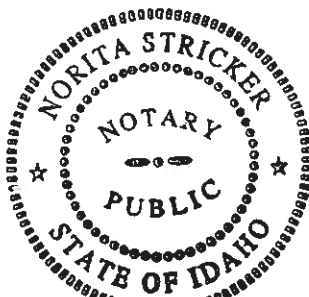
HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

By: 
Roy B. Johnson
Vice President

STATE OF IDAHO)
)
 ss.
County of Ada)

On this 24 day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

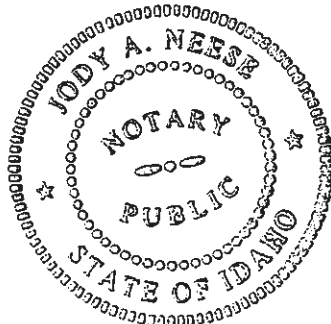


Norita Stricker
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 2-9-2001

STATE OF IDAHO)
)
 ss.
County of Ada)

On this 24th day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared ROY L. PHILLIPS and ^{Debra D.} ~~DEBRA~~ D. PHILLIPS, husband and wife, known or identified to me to be the individuals that executed the within instrument, and acknowledged to me that they 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.



Jody A. Neese
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 2/22/2005

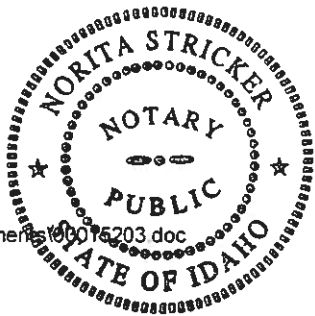
STATE OF IDAHO)

SS.

County of Ada)

On this 24 day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillside Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



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Norita Stricker

NOTARY PUBLIC, State of Idaho

Residing at Boise

My Commission Expires: 2-9-2001

Eberle Berlin
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 AP 26 AM 10: 57

RECORDED - REQUEST OF

FEE 18 - DEPUTY *[Signature]*

100031327

**FOURTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
FOR
HILLSDALE ESTATES NO. 5 SUBDIVISION**

DATED: April 10, 2000

**FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION FOR HILLSDALE ESTATES NO. 5 SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that WILLOWBROOK DEVELOPMENT PARTNERS, LLC., an Idaho limited liability company, the Declarant, is the owner of that certain real property located in Ada County, more particularly described as follows:

Hillsdale Estates No. 5 Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8550 through 8552, Instrument No. 100021433, recorded on the 22nd day of March, 2000, Records of Ada County, Idaho excepting therefrom the "open spaces" consisting of Lots 50 and 58, Block 3, Lot 28, Block 5, and Lot 8, Block 6, (hereinafter "Real Property");

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997 as Instrument No. 97098729, Records of Ada County, State of Idaho, together with that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999 as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000 as Instrument No. 100030973, Records of Ada County, State of Idaho, with the Supplemental Declaration, First

Supplemental Declaration, Second Supplemental Declaration and Third Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration."

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the property described as Hillsdale Estates No. 5 Subdivision according to the official plat thereof, shall be held, sold, conveyed and be subject to the Declaration as required under Article XV of the Declaration.

Declarant hereby supplements and amends the "Declaration" as permitted and authorized under Article XV as follows:

"Open Spaces" referred to on the plats of Hillsdale Estates Subdivision Nos. 1 through 5, more particularly described in Exhibit A attached hereto, are hereby exempted and excepted from the description of Real Property which is subject to the "Declaration."

This Fourth Supplemental Declaration and Notice of Annexation for Hillsdale Estates No. 5 Subdivision is executed this 10th day of April, 2000, by
WILLOWBROOK DEVELOPMENT PARTNERS, LLC, Declarant.

WILLOWBROOK DEVELOPMENT PARTNERS, LLC

By: _____


Richard M. Phillips
Manager

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves the annexation of Hillsdale Estates No. 5 Subdivision in accordance with and pursuant to this Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Hillsdale Estates No. 5 Subdivision.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

By: Roy B. Johnson
Roy B. Johnson
Vice President

STATE OF IDAHO)
 ss.
County of Ada)

On this 10th day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the Manager of Willowbrook Development Partners, LLC, the company that executed the within instrument, or the person who executed the instrument in behalf of said company, and acknowledged to me that such 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.



Phillip L. Keene
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 9-6-00

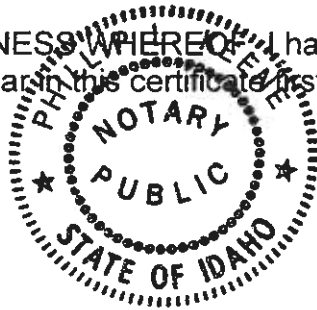
STATE OF IDAHO

)
SS.
)

County of Ada

On this 10th day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 9-6-00

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EXHIBIT "A"

Hillsdale Estates Sub. No. 1
Block 1, lot 1 (well lot)
Block 2, lot 20
Block 3, lot 7, 14 (well lot)
Block 4, that portion of lot 1 lying West of Idaho
power company easement # 672015

Hillsdale Estates Sub. No. 2
Block 3, lot 24 and 25
Block 5, lot 7

Hillsdale Estates Sub. No. 3
Block 3, lot 32
Block 5, lot 8
Block 7, lot 7 and 12

Hillsdale Estates Sub. No. 4
Block 5, lot 27

Hillsdale Estates Sub. No. 5
Block 3, lot 50 and 58
Block 5, lot 28
Block 6, lot 8

ADA COUNTY RECORDER
J. DAVID NAVARRO
MOISE, DAVID

2000 SP 25 PM 3:37

RECORDED - REQUEST OF

Hillside Estates
FEE *8.00* - DEPUTY *Shaper*

100076412

FIFTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES

DATED: April 10, 2000

**FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that WILLOWBROOK DEVELOPMENT, INC., an Idaho corporation, the Declarant, and JAMES A. LITTLE, owner of that certain real property located in Ada County, more particularly described as follows:

Lots 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. _____, recorded on the _____ day of _____, 2000, Records of Ada County, Idaho (hereinafter ("Real Property"))

declare as follows:

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997 as Instrument No. 97098729, Records of Ada County, State of Idaho, together with that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999 as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000 as Instrument No. 100030973, Records of Ada County, State of Idaho, together with that certain Fourth Supplemental

Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 25th day of April, 2000 as Instrument No. 100031327, Records of Ada County, State of Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration and Fourth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration," and

WHEREAS, the "Real Property" described above constitutes annexable property under the Declaration;

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the Real Property shall be held, sold, conveyed and be subject to the Declaration as required under Article XIV of the Declaration, and hereby supplement the Declaration as allowed under Article XV as follows:

1. Permitted Animal. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, the owners of the lots included in the description of the Real Property shall be permitted to maintain one horse or one llama per lot (hereinafter "permitted animal") so long as the permitted animal is contained in an enclosed grass area or corral not larger than $\frac{1}{2}$ acre which has a dust free, erosion free base, which enclosure must be located at least 100 feet from adjacent Hillsdale Estates property lines. In no event shall the permitted animals be allowed to occupy the dry, unirrigated, unimproved portion of the lots at any time.

2. Water. Each lot shall be entitled to receive domestic water from the Hillsdale Estates Domestic Water Supply System but shall not acquire any interest in any

water right resulting from the use of the Domestic Water Supply System. Furthermore, the owners of the lots included in the Real Property may not irrigate more than .50 acres of improved lawn, unless said owners of the lots obtain water rights legally sufficient to allow water to be supplied from the Domestic Water Supply System for irrigation of up to 1.25 acres of lawn. Nothing contained herein shall be deemed to prohibit owners of the "Real Property" from acquiring water rights and proving up thereon for water not supplied through the Domestic Water Supply System.

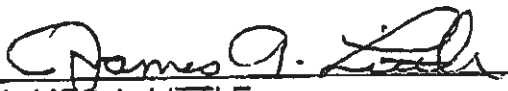
3. Property Lines. The owner of the Real Property agrees that in the event of an encroachment, overlap, or boundary line dispute relating to any common property line with platted Hillsdale Estates lots, that the Hillsdale Estates platted property lines shall control.

Except as supplemented herein, all provisions of the Declaration shall apply to and control the Real Property.

This Fifth Supplemental Declaration and Notice of Annexation is executed this 10th day of April, 2000 by WILLOWBROOK DEVELOPMENT, INC., Declarant, and JAMES A. LITTLE, owner.

WILLOWBROOK DEVELOPMENT, INC.

By 
Richard M. Phillips
President


JAMES A. LITTLE
Owner

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves the annexation of the Real Property identified above in accordance with and pursuant to this Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation

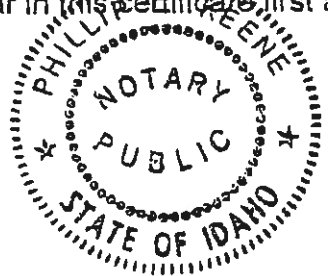
HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

By Roy B. Johnson
Roy B. Johnson
Vice President

STATE OF IDAHO)
 ss.
County of Ada)

On this 10th day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Phillip J. Keene
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 9-6-00

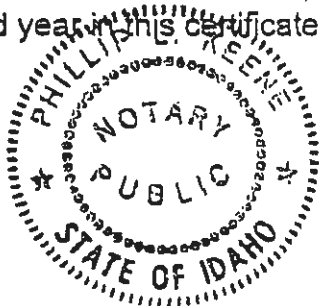
STATE OF IDAHO)

SS.

County of Ada)

On this 10th day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 7-6-00

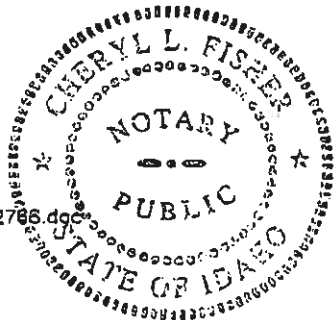
STATE OF IDAHO)

SS.

County of Ada)

On this 5th day of September, 2000, before me, the undersigned Notary Public in and for said State, personally appeared JAMES A. LITTLE, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



[Signature]
NOTARY PUBLIC, State of Idaho
Residing at Boise
My Commission Expires: 11-1-00

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ADA COUNTY RECORDER
J. DAVID NAVARRO
CHIEF CLERK

2001 FEB -7 PM 2:33

Willowbrook Developments
RECORDED - REL ST OF

FEE 15 - DEPUTY

101010212

**SIXTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
FOR
HILLSDALE ESTATES NO. 6
SUBDIVISION**

Dated: February 1, 2001

**SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION FOR HILLSDALE ESTATES NO. 6 SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Ada County, more particularly described as follows:

Hillsdale Estates No. 6 Subdivision, according to the official plat thereof, recorded in Book 81 of plats at pages 8842 through 8844, Instrument No. 101008410, recorded on the 1st day of February, 2001, records of Ada County, Idaho excepting therefrom the "open spaces" consisting of Lots 29 and 58, Block 5, and Lot 23, Block 7 (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997, as Instrument No. 97098729, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County,

State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration and Fifth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration."

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the "Real Property" shall be held, sold, conveyed and be subject to the Declaration as required under article XV of the Declaration.

This Sixth Supplemental Declaration and Notice of Annexation for Hillsdale Estates No. 6 Subdivision is executed this 7 day of February, 2001, by WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 
Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

By City Development, Inc., Manager

By: Staci Phillips
Staci Phillips, President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves the annexation of Hillsdale Estates No. 6 Subdivision in accordance with and pursuant to this Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Hillsdale Estates No. 6 Subdivision.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

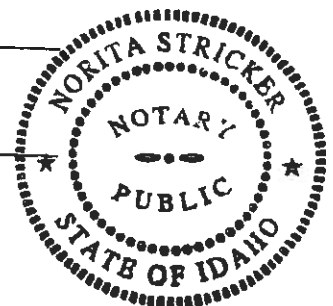
By: Roy B. Johnson
Roy B. Johnson
Vice President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 7 day of February, 2001, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc, the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2-9-07



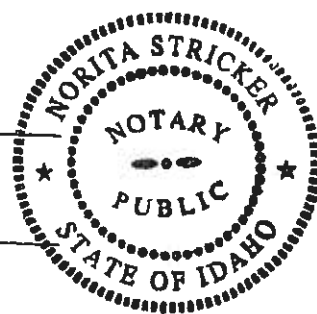
STATE OF IDAHO)

County of Ada)

On this 7 day of February, 2001, before me, the undersigned Notary Public in and for said State, personally appeared STACI PHILLIPS, known or identified to me to be the President of City Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, the manager of Willowbrook Development Partners II, LLC, and acknowledged to me that such LLC 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.

Napita Strocker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2



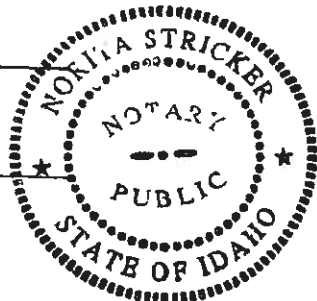
STATE OF IDAHO)

County of Ada)

On this 7 day of February, 2001, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such corporation executed the same.

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

Norita Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: _____





**SEVENTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
FOR
HILLSDALE ESTATES NO. 7
SUBDIVISION
AND
AMENDMENT OF DECLARATION**

Dated: March 31st, 2003

**SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION FOR HILLSDALE ESTATES NO. 7 SUBDIVISION
AND AMENDMENT OF DECLARATION**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Ada County, more particularly described as follows:

Hillsdale Estates No. 7 Subdivision, according to the official plat thereof, recorded in Book 96 of plats at pages 9667 through 9672 Instrument No. 103065482 recorded on the 21 day of April, 2003, records of Ada County, Idaho excepting therefrom the "open spaces" consisting of Lots 25, 26, 28, 30, 39 and 49, Block 4; Lot 59, Block 5 and Lot 1, Block 8 (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997, as Instrument No. 97098729, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded

on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County, State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration and Sixth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration."

NOW THEREFORE, pursuant to Article XV, Section 2 of the Declaration. Declarant hereby declares that the "Real Property" shall be held, sold, conveyed and be subject to the Declaration as required under article XV of the Declaration, and hereby supplements the Declaration as allowed under Article XV as follows:

1. Equestrian Lots: Lots 50, 51, 52, 53, 54, and 55, Block 4 included in the description of Real Property shall be referred to as "Lots or Equestrian Lots".

Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, the owners of Equestrian Lots shall be permitted to maintain up to two (2) horses per Equestrian Lot. Horse(s) shall be contained in an enclosed turf type grass area or corral not larger than 75 percent of the total Lot area. ~~Horse enclosures and corrals shall be adequately irrigated so as to maintain full coverage of the ground within the enclosure with green turf-type grass.~~ Horse enclosures and corrals shall be regularly mowed and/or grazed so as to maintain a landscape having a neat and groomed appearance. Horse enclosures and corrals shall be dust free and have an erosion free base. Horse(s) shall not be allowed to occupy any dry, unirrigated, unimproved portion of the Lot at any time. Horse enclosures and corrals must be located at the rear of the Lots as determined by The Architectural Review Committee. The foregoing covenants, conditions and restrictions are in addition to and shall not in any way diminish, abrogate or amend an Equestrian Lot owner's landscaping obligations on the Equestrian Lot pursuant to Article IX, paragraph I of the Declaration.

The owners of the Equestrian Lots shall be required to maintain their respective equestrian facilities, including but not limited to barns, shelters, outbuildings, stables, corrals, fences, gates and other like improvements, on each Lot in a continued state of good order and repair. The foregoing covenants, conditions and restrictions are in addition to and shall not in any way diminish, abrogate or amend an Equestrian Lot owner's maintenance obligations on the Equestrian Lot pursuant to Article VIII of the Declaration. All equestrian facilities, including but not limited to barns, shelters, outbuildings, stables, corrals, fences, gates and other like improvements shall be subject

to approval of the Architectural Control Committee pursuant to Article IX, paragraphs E and J, and Article XI.

The owners of the Equestrian Lots shall be required to regularly dispose of horse manure in an environmentally sound manner so as to avoid accumulation of manure, odors and flies. Manure accumulation and conditions resulting therefrom shall not cause any unsightly condition, hazard, health risk, nuisance, unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

2. Restriction Against Obstruction of Pedestrian, Equestrian and Non-Motorized Vehicle Easement. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, the owners of the Equestrian Lots shall be prohibited from erecting any fence, barrier or other improvement that obstructs or creates an impediment to ingress and egress or use of the 10' Pedestrian, Equestrian and Non-Motorized Vehicle Easement for the Exclusive Use of Residents of Hillsdale Estates, Monument Ridge Estates, and Star Ridge Estates. The Easement shall be deemed Open-Common Area as defined in Article I, Section 14 of the Declaration, and subject to the Open-Common Area Rights and Restrictions contained in Article IV of the Declaration.

3. "Open spaces" consisting of Lots 25, 26, 28, 30, 39 and 49, Block 4; Lot 59, Block 5 and Lot 1, Block 8 referred to on the plat of Hillsdale Estates No. 7 Subdivision, more particularly described in Exhibit A attached hereto, are hereby exempted and excepted from the description of Real Property which is subject to the Declaration.

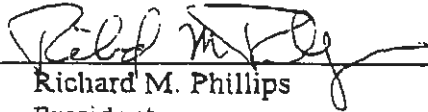
NOW THEREFORE, pursuant to Article XVI, Section 3 of the Declaration, Article IX, paragraph I of the Declaration regarding Property Use Restrictions and Landscaping is amended as follows:

ARTICLE IX: PROPERTY USE RESTRICTIONS

- I. Landscaping: Within ninety days after occupancy of the Dwelling Unit located thereon, any portion of each Lot adjacent to the Dwelling Unit and visible from any public right of way abutting or adjacent to the Lot shall be landscaped in its entirety to the edge of the pavement of any public right of way abutting or adjacent to the Lot. Required landscaping shall include an underground sprinkler system, no less than eight (8) trees at least one and one-half inches (1½") in diameter measuring twenty four inches (24") in height above the ground plane, and eighteen (18), five (5) gallon shrubs or bushes, all as approved by the Architectural Control Committee. A landscape plan shall be submitted to and approved by the Architectural Control Committee, as provided in Article XI, prior to commencement of any landscaping work. Any plantings that do not survive transplanting or that do not present a healthy appearance shall be promptly replaced. Landscaping on hillside slope areas shall be designed so as to utilize to the extent reasonably possible native and drought-tolerant plant material and to improve slope sheer resistance at the top of slopes and at the bottom of drainage swales. Erosion resistant material shall be used to control soil moisture. A mixture of perennials, annuals, clover, alfalfa, and grass seed shall be used on steep slopes to control soil erosion. Turf type grasses shall be permitted only on areas of Lots with slopes less than 3:1.

This Seventh Supplemental Declaration and Notice of Annexation for Hillsdale Estates No. 7 Subdivision and Amendment of Declaration is executed this 25th day of March, 2003, by WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 
Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

By City Development, Inc., Manager

By: 
Staci Phillips, President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves the annexation of Hillsdale Estates No. 7 Subdivision, and the Amendment of Declaration in accordance with and pursuant to this Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Hillsdale Estates No. 7 Subdivision and Amendment of Declaration.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

By: 
Roy B. Johnson
Vice President

STATE OF IDAHO)

SS.

County of Ada)

On this 31 day of March, 2003, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc, the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2-9-07



STATE OF IDAHO)
:ss.
County of Ada)

On this 31 day of March, 2003, before me, the undersigned Notary Public in and for said State, personally appeared STACI PHILLIPS, known or identified to me to be the President of City Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, the manager of Willowbrook Development Partners II, LLC, and acknowledged to me that such LLC 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2-9-07

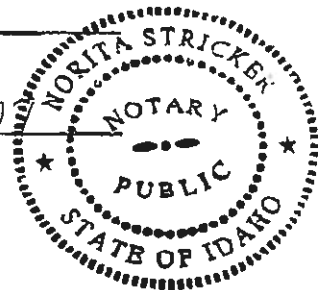


STATE OF IDAHO)
:ss.
County of Ada)

On this 31 day of March, 2003, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such corporation executed the same.

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

Norita Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2-9-07



200337681

RECORDED

JUN 13 PM 4 21

C. NOEL HILL

CANYON CITY RECORDER

BY

pm

3391

**EIGHTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES**

Dated: June 19th, 2003

**EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 1, according to the official plat thereof, recorded in Book 32 of plats at page 37, Instrument No. 200336318, recorded on the 13th day of July, 2003, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots 1, Block 1, Lot 16, Block 2, and Lot 1, Block 3 (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997, as Instrument No. 97098729, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County,

State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration and Seventh Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration";

WHEREAS, the "Real Property" described above constitutes annexable property under the Declaration;

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the "Real Property" shall be held, sold, conveyed and be

subject to the Declaration as required under article XV of the Declaration, and hereby supplements the Declaration as allowed under Article XV as follows:

1. Shared Driveway Lots. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article X, Section 6 of the Declaration is modified to include the addition of the following provisions: Lots 1 and 2, Lots 3 and 4 and Lots 5 and 6 of Block 2 of the Real Property are hereby designated as "Shared Driveway" Lots as depicted on the Subdivision Plat for the Real Property, The Owners of the Shared Driveway Lots shall be responsible for the maintenance of the common driveway, each bearing the cost of maintenance proportionate to their respective use of the common driveway. Any damage done to the common driveway by any user of the common driveway shall be promptly repaired by the party responsible for the damage. Parking on or obstruction of the common driveway shall be absolutely prohibited. The owners of the Shared Driveway Lots sharing a driveway shall not allow any obstruction of the driveway to occur at any time.

2. Irrigation Water Assessment. Notwithstanding any terms or covenants or restrictions to the contrary set forth in Article II, paragraph E and Article V of the Declaration, the Declaration is modified to include the addition of the following provisions: Lots 4, 5, 6, 7, 8 and 9 in Block 1, and Lots 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 of the Real Property ("Irrigation Lots") shall be subject to an annual irrigation water assessment charge of One Hundred Twenty Dollars (\$120.00) per acre or the pro rata portion of an acre for the number of acres in excess of one (1) acre contained in each of the Irrigation Lots for irrigation water use on each excess acre over one (1) acre. This irrigation water assessment charge shall be in addition to any applicable monthly

domestic water use assessment charge pursuant to Article II, paragraph E and Article V of the Declaration. The assessment charge for water use on the first acre of each of the Irrigation Lots shall be a part of and is included in any applicable monthly domestic water use assessment charge pursuant to Article II, paragraph E and Article V of the Declaration. Each of the Irrigation Lots subject to this irrigation water assessment charge shall have a separate irrigation water meter for the purpose of measuring irrigation water use, in addition to a water meter for measuring domestic water use pursuant to Article II, paragraph E and Article V of the Declaration. This irrigation water assessment charge may be increased by not more than ten percent (10%) per year compounded.

~~Irrigation water use on each of the Irrigation Lots shall be limited to three (3) acre/feet of water annually.~~ The Declarant or the Board of Directors of the Association, as the case may be, in its sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, may authorize such additional annual irrigation water use on the Irrigation Lots as may be prudent and available in the Domestic Water Supply System in times of surplus irrigation water availability. The Declarant or the Board of Directors of the Association, as the case may be, may levy such additional irrigation water use assessments on the Irrigation Lots for additional annual irrigation water use in accordance with this section, Article II, paragraph E and Article V.

3. Permitted Animals. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph B of the Declaration is modified to include the addition of the following provisions: Owners of lots in Block 1 and Block 3 (Irrigation Lots) of the Real Property may keep and maintain a maximum of one (1) hooved animal of any kind or species per each acre contained within the

particular lot rounded up to the next whole acre. Permitted animal(s) shall be contained in an enclosed turf type grass area or corral not larger than 75 percent of the total lot area. In order to facilitate dust abatement permitted animal enclosures and corrals shall be adequately irrigated so as to maintain full coverage of the ground within the enclosure with green turf type grass and/or Owners must utilize such other acceptable alternative dust abatement measures, which alternative measures shall be subject to the approval of the Declarant, Architectural Control Committee and/or the Board of Directors of the Association. Permitted animal enclosures and corrals shall be regularly mowed and/or grazed so as to maintain a landscape having a neat and groomed appearance. Permitted animal enclosures and corrals shall be dust free and have an erosion free base. Permitted animal(s) shall not be allowed to occupy any dry, unirrigated, unimproved portion of the lot at any time. Owners shall be required to maintain their respective permitted animal facilities, including but not limited to barns, shelters, outbuildings, stables, corrals, fences, gates and other like improvements, on each lot in a continued state of good order and repair. The foregoing covenants, conditions and restrictions are in addition to and shall not in any way diminish, abrogate or amend an Owner's respective maintenance and landscaping obligations on the lot pursuant to Articles VIII and IX of the Declaration. All permitted animal facilities, including but not limited to barns, shelters, outbuildings, stables, corrals, fences, gates and other like improvements shall be subject to approval of the Architectural Control Committee pursuant to Article IX, Paragraphs E and J, and Article XI. Owners shall be required to regularly dispose of permitted animal manure in an environmentally sound manner so as to avoid accumulation of manure, odors and flies. Manure accumulation and conditions resulting therefrom shall not cause any unsightly

condition, hazard, health risk, nuisance, unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their lots. The Architectural Control Committee shall be entitled in its sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, to determine that any permitted animal(s) is possessed of habits and odors that are a nuisance or offensive such that said nuisance or offensive animal(s) shall not be permitted to be kept and maintained on the lot.

4. Fencing. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph J of the Declaration is modified to include the addition of the following provisions: No fence of any kind shall be constructed on a lot without prior written approval from the Architectural Control Committee of the plans and specifications, including but not limited to the location, design, dimensions, material and color of the proposed fence. The Architectural Control Committee shall have sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, to grant or withhold approval of any proposed fence. Any front fence constructed along that portion of any Irrigation Lot fronting Purple Sage Road, and constructed generally parallel to Purple Sage Road shall be designed and constructed using three (3) rail white vinyl fencing material.

5. Landscaping. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph I of the Declaration is modified to include the addition of the following provisions: Within ninety (90) days after occupancy of the Dwelling Unit thereon, those portions of each lot adjacent to the Dwelling Unit, to include at least one-half (½) acre, shall have installed an underground

sprinkler system, be landscaped with a minimum of eight (8) trees with trunks of at least one and one-half (1½) inches in diameter measuring twenty four (24) inches in height above the ground plane, eighteen (18) five (5) gallon shrubs or bushes, and lawn or turf-type grass. The balance of the lot shall be in green turf type grass. The proposed landscaping plan shall be subject to prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, to grant or withhold approval of any proposed landscaping plan.

6. No Temporary Residence. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph E of the Declaration is modified to include the addition of the following provisions: No Owner or any third party shall be permitted to occupy or maintain as a temporary residence or dwelling unit for any period of time any recreational vehicle, trailer, camper, truck camper, other vehicle, tent, garage, barn, shack, shed, or any other temporary shelter or outbuilding either temporarily or permanently on the Owner's lot or any other part of the Real Property prior to, during or after the construction of the permanent residence on the lot.

This Eighth Supplemental Declaration and Notice of Annexation into
Hillsdale Estates is executed this 19th day of JUNE, 2003, by
WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT
PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: Richard M. Phillips
Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

By City Development, Inc., Manager

By: Staci Phillips
Staci Phillips, President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its
duly authorized officer, hereby ratifies, confirms and approves the annexation of
Hillsdale Estates No. 8 Subdivision in Architectural Control Committee ordinance with and
pursuant to this Eighth Supplemental Declaration of Covenants, Conditions and
Restrictions and Notice of Annexation of Hillsdale Estates No. 8 Subdivision.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

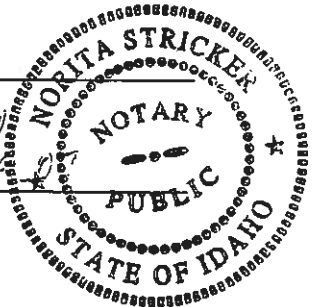
By: Roy B. Johnson
Roy B. Johnson
Vice President

County of Ada)

On this 19 day of June, 2003, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc, the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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, State of Idaho
Residing at Boise Eagle, Id
My Commission Expires: 2-2

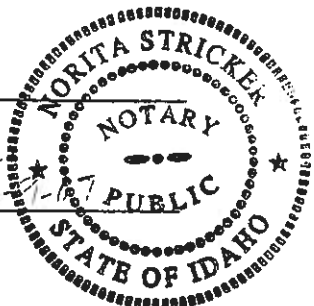


County of Ada)

On this 19 day of June, 2003, before me, the undersigned Notary Public in and for said State, personally appeared STACI PHILLIPS, known or identified to me to be the President of City Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, the manager of Willowbrook Development Partners II, LLC, and acknowledged to me that such LLC 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, State of Idaho
Residing at Boise Eagle, Id.
My Commission Expires: 2



STATE OF IDAHO)

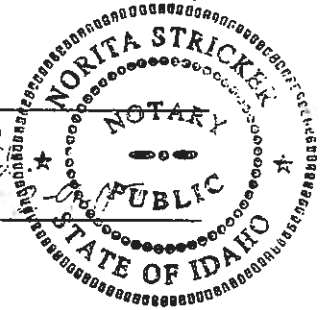
:ss.

County of Ada)

On this 10 day of July, 2002, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such corporation executed the same.

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

Norita Stricker
Notary Public, State of Idaho
Residing at Boise, Idaho
My Commission Expires: _____



200337681

RECORDED

2003 FEB 19 PM 4 21

CANYON CITY RECORDER
G. NOEL HALL
BY *pm*

REQUEST FEE
TYPE *blue* FEE *38*

DC 56543
INSTRUMENT NO. 200408586

**EIGHTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES**

Dated: June 19th, 2003

THIS EIGHT SUPPLEMENTAL DECLARATION BEING RERECORDED TO ATTACH
COPIES OF THE ADA COUNTY DOCUMENTS AS NOTED HEREIN.

200408586

RECORDED

2004 FEB 17 PM 1 19

CANYON CITY RECORDER
G. NOEL HALL
BY *pm*

PIONEER-CALDWELL
REQUEST
TYPE *blue* FEE *240.00*

**EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC.** an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 1, according to the official plat thereof, recorded in Book 32 of plats at page 37, Instrument No. 200336318, recorded on the 13th day of July, 2003, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots 1, Block 1, Lot 16, Block 2, and Lot 1, Block 3 (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the ^{4th} ~~24th~~ day of ^{December} ~~November~~, 1997, as Instrument No. ⁹⁷¹⁰⁰⁹⁵⁷ ~~90093003~~, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County,

State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration and Seventh Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration";

WHEREAS, the "Real Property" described above constitutes annexable property under the Declaration;

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the "Real Property" shall be held, sold, conveyed and be

subject to the Declaration as required under article XV of the Declaration, and hereby supplements the Declaration as allowed under Article XV as follows:

1. Shared Driveway Lots. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article X, Section 6 of the Declaration is modified to include the addition of the following provisions: Lots 1 and 2, Lots 3 and 4 and Lots 5 and 6 of Block 2 of the Real Property are hereby designated as "Shared Driveway" Lots as depicted on the Subdivision Plat for the Real Property, The Owners of the Shared Driveway Lots shall be responsible for the maintenance of the common driveway, each bearing the cost of maintenance proportionate to their respective use of the common driveway. Any damage done to the common driveway by any user of the common driveway shall be promptly repaired by the party responsible for the damage. Parking on or obstruction of the common driveway shall be absolutely prohibited. The owners of the Shared Driveway Lots sharing a driveway shall not allow any obstruction of the driveway to occur at any time.

2. Irrigation Water Assessment. Notwithstanding any terms or covenants or restrictions to the contrary set forth in Article II, paragraph E and Article V of the Declaration, the Declaration is modified to include the addition of the following provisions: Lots 4, 5, 6, 7, 8 and 9 in Block 1, and Lots 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 of the Real Property ("Irrigation Lots") shall be subject to an annual irrigation water assessment charge of One Hundred Twenty Dollars (\$120.00) per acre or the pro rata portion of an acre for the number of acres in excess of one (1) acre contained in each of the Irrigation Lots for irrigation water use on each excess acre over one (1) acre. This irrigation water assessment charge shall be in addition to any applicable monthly

domestic water use assessment charge pursuant to Article II, paragraph E and Article V of the Declaration. The assessment charge for water use on the first acre of each of the Irrigation Lots shall be a part of and is included in any applicable monthly domestic water use assessment charge pursuant to Article II, paragraph E and Article V of the Declaration. Each of the Irrigation Lots subject to this irrigation water assessment charge shall have a separate irrigation water meter for the purpose of measuring irrigation water use, in addition to a water meter for measuring domestic water use pursuant to Article II, paragraph E and Article V of the Declaration. This irrigation water assessment charge may be increased by not more than ten percent (10%) per year compounded.

Irrigation water use on each of the Irrigation Lots shall be limited to three (3) acre/feet of water annually. The Declarant or the Board of Directors of the Association, as the case may be, in its sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, may authorize such additional annual irrigation water use on the Irrigation Lots as may be prudent and available in the Domestic Water Supply System in times of surplus irrigation water availability. The Declarant or the Board of Directors of the Association, as the case may be, may levy such additional irrigation water use assessments on the Irrigation Lots for additional annual irrigation water use in accordance with this section, Article II, paragraph E and Article V.

3. Permitted Animals. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph B of the Declaration is modified to include the addition of the following provisions: Owners of lots in Block 1 and Block 3 (Irrigation Lots) of the Real Property may keep and maintain a maximum of one (1) hooved animal of any kind or species per each acre contained within the

particular lot rounded up to the next whole acre. Permitted animal(s) shall be contained in an enclosed turf type grass area or corral not larger than 75 percent of the total lot area. In order to facilitate dust abatement permitted animal enclosures and corrals shall be adequately irrigated so as to maintain full coverage of the ground within the enclosure with green turf type grass and/or Owners must utilize such other acceptable alternative dust abatement measures, which alternative measures shall be subject to the approval of the Declarant, Architectural Control Committee and/or the Board of Directors of the Association. Permitted animal enclosures and corrals shall be regularly mowed and/or grazed so as to maintain a landscape having a neat and groomed appearance. Permitted animal enclosures and corrals shall be dust free and have an erosion free base. Permitted animal(s) shall not be allowed to occupy any dry, unirrigated, unimproved portion of the lot at any time. Owners shall be required to maintain their respective permitted animal facilities, including but not limited to barns, shelters, outbuildings, stables, corrals, fences, gates and other like improvements, on each lot in a continued state of good order and repair. The foregoing covenants, conditions and restrictions are in addition to and shall not in any way diminish, abrogate or amend an Owner's respective maintenance and landscaping obligations on the lot pursuant to Articles VIII and IX of the Declaration. All permitted animal facilities, including but not limited to barns, shelters, outbuildings, stables, corrals, fences, gates and other like improvements shall be subject to approval of the Architectural Control Committee pursuant to Article IX, Paragraphs E and J, and Article XI. Owners shall be required to regularly dispose of permitted animal manure in an environmentally sound manner so as to avoid accumulation of manure, odors and flies. Manure accumulation and conditions resulting therefrom shall not cause any unsightly

condition, hazard, health risk, nuisance, unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their lots. The Architectural Control Committee shall be entitled in its sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, to determine that any permitted animal(s) is possessed of habits and odors that are a nuisance or offensive such that said nuisance or offensive animal(s) shall not be permitted to be kept and maintained on the lot.

4. Fencing. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph J of the Declaration is modified to include the addition of the following provisions: No fence of any kind shall be constructed on a lot without prior written approval from the Architectural Control Committee of the plans and specifications, including but not limited to the location, design, dimensions, material and color of the proposed fence. The Architectural Control Committee shall have sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, to grant or withhold approval of any proposed fence. Any front fence constructed along that portion of any Irrigation Lot fronting Purple Sage Road, and constructed generally parallel to Purple Sage Road shall be designed and constructed using three (3) rail white vinyl fencing material.

5. Landscaping. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph I of the Declaration is modified to include the addition of the following provisions: Within ninety (90) days after occupancy of the Dwelling Unit thereon, those portions of each lot adjacent to the Dwelling Unit, to include at least one-half (½) acre, shall have installed an underground

sprinkler system, be landscaped with a minimum of eight (8) trees with trunks of at least one and one-half (1½) inches in diameter measuring twenty four (24) inches in height above the ground plane, eighteen (18) five (5) gallon shrubs or bushes, and lawn or turf-type grass. The balance of the lot shall be in green turf type grass. The proposed landscaping plan shall be subject to prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have sole and absolute discretion, which discretion shall not be challenged for having been exercised unreasonably, to grant or withhold approval of any proposed landscaping plan.

6. No Temporary Residence. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article IX, Paragraph E of the Declaration is modified to include the addition of the following provisions: No Owner or any third party shall be permitted to occupy or maintain as a temporary residence or dwelling unit for any period of time any recreational vehicle, trailer, camper, truck camper, other vehicle, tent, garage, barn, shack, shed, or any other temporary shelter or outbuilding either temporarily or permanently on the Owner's lot or any other part of the Real Property prior to, during or after the construction of the permanent residence on the lot.

This Eighth Supplemental Declaration and Notice of Annexation into
Hillsdale Estates is executed this 19th day of June, 2003, by
WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT
PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: Richard M. Phillips
Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

By City Development, Inc., Manager

By: Staci Phillips
Staci Phillips, President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its
duly authorized officer, hereby ratifies, confirms and approves the annexation of
Hillsdale Estates No. 8 Subdivision in Architectural Control Committee ordinance with and
pursuant to this Eighth Supplemental Declaration of Covenants, Conditions and
Restrictions and Notice of Annexation of Hillsdale Estates No. 8 Subdivision.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

By: Roy B. Johnson
Roy B. Johnson
Vice President

STATE OF IDAHO)

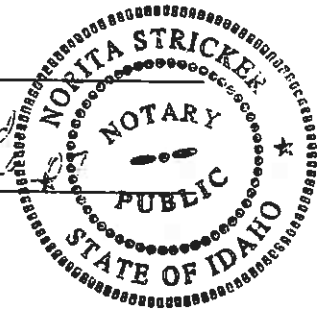
:SS.

County of Ada)

On this 19 day of June, 2003, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc, the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise Eagle, Id
My Commission Expires: 2-1-17



STATE OF IDAHO)

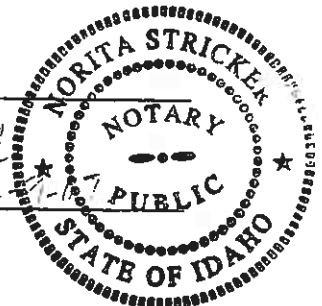
:SS.

County of Ada)

On this 19 day of June, 2003, before me, the undersigned Notary Public in and for said State, personally appeared STACI PHILLIPS, known or identified to me to be the President of City Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, the manager of Willowbrook Development Partners II, LLC, and acknowledged to me that such LLC 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise Eagle, Id
My Commission Expires: 2-1-17

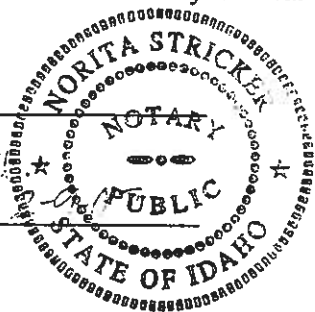


STATE OF IDAHO)
 :SS.
County of Ada)

On this 10 day of June, 2003, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such corporation executed the same.

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

Norita Stricker
Notary Public, State of Idaho
Residing at Boise, Idaho
My Commission Expires: _____



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RECORDING W- 23833

200354987

RECORDED

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G HILLDALES
CANYON CNTY RECORDER
John D. Hill

REQUEST PIONEER MAPA
TYPE Fee 24

**AMENDMENT NO. 1 TO EIGHTH
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES**

Dated: August 28, 2003

**AMENDMENT NO. 1 TO EIGHTH SUPPLEMENTAL
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 1, according to the official plat thereof, recorded in Book 32 of plats at page 37, Instrument No. 200336318, recorded on the 13th day of June, 2003, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots 1, Block 1, Lot 16, Block 2, and Lot 1, Block 3 (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 26th day of November, 1997, as Instrument No. 97098729, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded

on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County, State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, together with the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration and Eight Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration";

WHEREAS, Article XVI, Section 3 of the Declaration provides that the covenants, conditions and restrictions of the Declaration may be amended by a recorded instrument signed by the members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership;

NOW, THEREFORE, pursuant to Article XVI, Section 3 of the Declaration, the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates is hereby amended as follows:

1. The real property description contained in the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates is amended, as set forth above, to reflect that the official plat for Star Ridge Estates Subdivision No. 1 was recorded on June 13, 2003.

2. Notwithstanding any terms or covenants or restrictions to the contrary set forth in the Declaration, Article X, Section 6 of the Declaration is amended to include the addition of the following provisions: the Owners of Lots 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3, and Lots 4, 5, 6, 7, 8 and 9 in Block 1 shall install a hard surface (e.g. asphalt, concrete) driveway from the edge of the street pavement and extending a distance of at least twenty (20) feet on to the Lot in a location approved by the Architectural Control Committee. The remaining portion of the driveway from the end of the hard surface to the Dwelling Unit or garage on the Lot may be of non-hard surface material with an erosion-free base, and shall be maintained in a dust-free, erosion-free and weed-free condition.

This Amendment No. 1 to Eighth Supplemental Declaration and Notice of Annexation into Hillsdale Estates is executed this 28th day of August 2003, by WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 
Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

By City Development, Inc., Manager

By: 
Staci Phillips, President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

By: 
Roy B. Johnson
Vice President

STATE OF IDAHO)

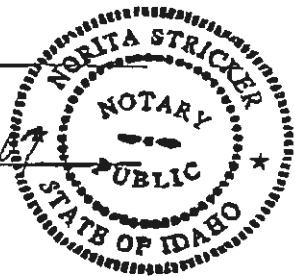
:ss.

County of Ada)

On this 28 day of August, 2008, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc, the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2-9-11



STATE OF IDAHO)

:ss.

County of Ada)

On this 28 day of August, 2008, before me, the undersigned Notary Public in and for said State, personally appeared STACI PHILLIPS, known or identified to me to be the President of City Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, the manager of Willowbrook Development Partners II, LLC, and acknowledged to me that such LLC 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2-9-11



STATE OF IDAHO)

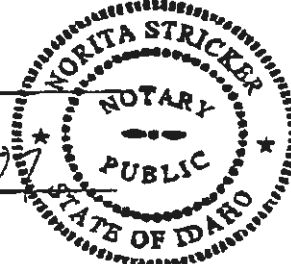
ss.

County of Ada)

On this 28 day of August, 2008, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such corporation executed the same.

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

Maria Stricker
Notary Public, State of Idaho
Residing at Boise
My Commission Expires: 2-9-09



200415434

RECORDED

2004 MAR 23 PM 2 32

G NOEL HALE
CANYON CITY RECORDER
BY *[Signature]*

REQUEST *[Signature]*
TYPE *[Signature]* APR FEE 1800
Hudson Engineering

**NINTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES**

Dated: March 23, 2004

**NINTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 2, according to the official plat thereof, recorded in Book 33 of plats at pages 50 through 50 Instrument No. 200415432, recorded on the 23rd day of march 2004, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots 17, Block 2, Lot 10, Block 3, and Lot 2, Block 5 (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions of Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"). together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 4th day of December, 1997, as Instrument No. 97100957, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded

on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County, State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, together with the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, together with the Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. _____, recorded on the ____ day of _____, 2003, Records of Canyon County, Idaho, with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth

Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration and Amendment No. 1 to Eighth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration",

WHEREAS, the "Real Property" described above constitutes annexable property under the Declaration;

NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the "Real Property" shall be annexed, held, sold, conveyed and be subject to the Declaration as required under article XV of the Declaration.

This Ninth Supplemental Declaration and Notice of Annexation into Hillsdale Estates is executed this 23rd day of March, 2004, by WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By:


Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

By City Development, Inc., Manager

By: 
Staci Smith, President

200419468

RECORDED

13 MAR 13 PM 2 46

COUNTY RECORDER

CANYON CITY RECORDS

By *John D. [Signature]*

RECEIVED *W. [Signature]*
TYPE *Mass. H.E.* 21st

**AMENDMENT NO. 1 TO NINTH SUPPLEMENTAL
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES**

Dated: April 7, 2004

**AMENDMENT NO. 1 TO NINTH SUPPLEMENTAL
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 2, according to the official plat thereof, recorded in Book 33 of plats at page 50, Instrument No. 200415432, recorded on the 23rd day of March, 2004, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots 17, Block 2, Lot 10, Block 3, and Lot 2, Block 5 (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 4th day of December, 1997, as Instrument No. 97100957, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded

on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County, State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, together with the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, and rerecorded on the 17th day of February, 2004, as Instrument No. 200408586, Records of Canyon County, Idaho, together with the Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200354467, recorded on the 2nd day of September, 2003, Records of Canyon County, Idaho; together with the Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of

Annexation Into Hillsdale Estates, Instrument No. 200415434, recorded on the 23rd day of March, 2004, Records of Canyon County, Idaho; together with the Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200415435, recorded on the 23rd day of March, 2004, Records of Canyon County, Idaho with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Amendment No. 1 to Eighth Supplemental Declaration, Ninth Supplemental Declaration and Tenth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration";

WHEREAS, Article XVI, Section 3 of the Declaration provides that the covenants, conditions and restrictions of the Declaration may be amended by a recorded instrument signed by the members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership;

NOW, THEREFORE, pursuant to Article XVI, Section 3 of the Declaration, the Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates is hereby amended as follows:

1. The reference to the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, is amended to reflect that said Eighth Supplemental Declaration was rerecorded on

the 17th day of February, 2004, as Instrument No. 200408586, Records of Canyon County, Idaho.

2. The reference to the Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates is amended to reflect that said Amendment No. 1 to Eighth Supplemental Declaration was recorded on the 2nd day of September, 2003, as Instrument No. 200354467, Records of Canyon County, Idaho.

This Amendment No. 1 to Ninth Supplemental Declaration and Notice of Annexation into Hillsdale Estates is executed this 7th day of April, 2004, by WILLOWBROOK DEVELOPMENT, INC. and WILLOWBROOK DEVELOPMENT PARTNERS II, LLC, an Idaho limited liability company, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: _____

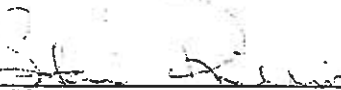


Richard M. Phillips
President

WILLOWBROOK DEVELOPMENT PARTNERS II, LLC
an Idaho limited liability company

By City Development, Inc., Manager

By: _____



Staci Phillips, President

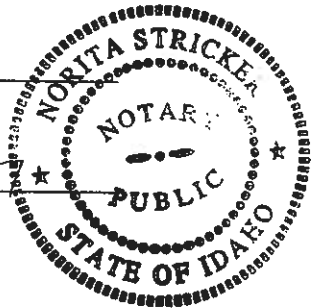
STATE OF IDAHO)

County of Ada)

On this 7 day of April, 2004, before me, the undersigned Notary Public in and for said State, personally appeared STACI PHILLIPS, known or identified to me to be the President of City Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, the manager of Willowbrook Development Partners II, LLC, and acknowledged to me that such LLC 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.

Narta Stricker
Notary Public, State of Idaho
Residing at Boise Eagle, Id
My Commission Expires: 2



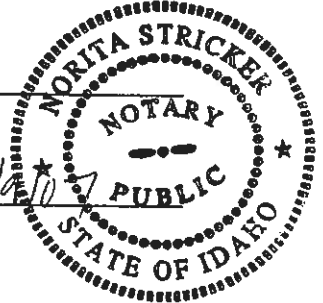
STATE OF IDAHO)

County of Ada)

On this 7 day of April, 2004, before me, the undersigned Notary Public in and for said State, personally appeared ROY B. JOHNSON, known or identified to me to be the Vice President of Hillsdale Estates Homeowners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such corporation executed the same.

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

Nata Stricker
Notary Public, State of Idaho
Residing at Boise Eagle Ad
My Commission Expires: 2



200415435

RECORDED

2004 MAR 23 PM 2 33

C NOEL HILES

CANYON COUNTY RECORDER
BY *[Signature]*

REQUEST *[Signature]*
TYPE *Spice* FEE *1800*

**TENTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES**

Dated: March 23, 2004

**TENTH SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **CITY DEVELOPMENT, INC.**, an Idaho corporation (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 3, according to the official plat thereof, recorded in Book 33 of plats at pages 51 through 51, Instrument No. 200415433, recorded on the 23rd day of March, 2004, records of Canyon County, Idaho excepting therefrom the "open spaces" consisting of Lots —, Block —, Lot —, Block —, and Lot —, Block — (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions of Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 4th day of December, 1997, as Instrument No. 97100957, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County,

State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, together with the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, together with the Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. _____, recorded on the ____ day of _____, 2003, Records of Canyon County, Idaho, together with the Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. _____, recorded on the ____ day of _____, 200____, Records of Canyon County, Idaho with the Supplemental Declaration, First Supplemental

Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Amendment No. 1 to Eighth Supplemental Declaration and Ninth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration";

WHEREAS, the "Real Property" described above constitutes annexable property under the Declaration:

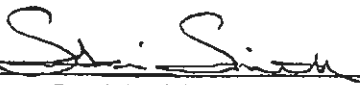
NOW, THEREFORE, pursuant to Article XV, Section 2 of the Declaration, Declarant hereby declares that the "Real Property" shall be annexed, held, sold, conveyed and be subject to the Declaration as required under article XV of the Declaration.

This Tenth Supplemental Declaration and Notice of Annexation into Hillsdale Estates is executed this ____ day of _____, 2004, by WILLOWBROOK DEVELOPMENT, INC. and CITY DEVELOPMENT, INC., an Idaho corporation, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 
Richard M. Phillips
President

CITY DEVELOPMENT, INC.

By: 
Staci Smith
President

200419469

RECORDED

2004 APR 13 PM 2:47

GAIL L. JAMES
CANYON CITY RECORDER
BY Jacki Brown

REQUEST W. Lewis Blum
TYPE Map Fee FEE 240

**AMENDMENT NO. 1 TO TENTH SUPPLEMENTAL
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
INTO
HILLSDALE ESTATES**

Dated: April 7th, 2004

**AMENDMENT NO. 1 TO TENTH SUPPLEMENTAL
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND NOTICE OF
ANNEXATION INTO HILLSDALE ESTATES**

KNOW ALL MEN BY THESE PRESENTS that **WILLOWBROOK DEVELOPMENT, INC.**, an Idaho corporation, and **WILLOWBROOK DEVELOPMENT PARTNERS II, LLC**, an Idaho limited liability company (hereinafter singularly or collectively "the Declarant"), is the owner of that certain real property located in Canyon County, more particularly described as follows:

Star Ridge Estates Subdivision No. 3, according to the official plat thereof, recorded in Book 33 of plats at page 51, Instrument No. 200415433, recorded on the 23rd day of March, 2004, records of Canyon County, Idaho (hereinafter "Real Property").

WHEREAS, Declarant has heretofore filed certain Declarations of Covenants, Conditions and Restrictions for Hillsdale Estates No. 1 Subdivision which was recorded on the 30th day of January, 1995, as Instrument No. 95005963, Records of Ada County, State of Idaho (hereinafter "Declaration"), together with that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 2 Subdivision recorded on the 4th day of December, 1997, as Instrument No. 97100957, Records of Ada County, State of Idaho, together with the certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 3 Subdivision recorded on the 25th day of February, 1999, as Instrument No. 99018529, Records of Ada County, State of Idaho, together with that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 4 Subdivision recorded on the 25th day of April, 2000, as Instrument No. 100030973, Records of Ada County,

State of Idaho, together with that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 5 Subdivision recorded on the 26th day of April, 2000, as Instrument No. 100031327, together with the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Lot 1 and 2, Goldfork Ridge Subdivision, according to the official plat thereof, recorded in Book 80 of plats at pages 8694 through 8696, Instrument No. 100076412, recorded on the 25th day of September, 2000, Records of Ada County, Idaho, together with the Sixth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 6 Subdivision, Instrument No. 101010212, recorded on the 7th day of February, 2001, Records of Ada County, Idaho, together with the Seventh Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Hillsdale Estates No. 7 Subdivision, Instrument No. 103065484, recorded on the 21st day of April, 2003, Records of Ada County, Idaho, together with the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, and rerecorded on the 17th day of February, 2004, as Instrument No. 200408586, Records of Canyon County, Idaho, together with the Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200354467, recorded on the 2nd day of September, 2003, Records of Canyon County, Idaho; together with the Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200415434, recorded on the 23rd day

of March, 2004, Records of Canyon County, Idaho; together with the Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200415435, recorded on the 23rd day of March, 2004, Records of Canyon County, Idaho; together with the Amendment No. 1 to Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates, Instrument No. 200419468, recorded on the 15th day of April, 2004, Records of Canyon County, Idaho; with the Supplemental Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Amendment No. 1 to Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration and Amendment No. 1 to Ninth Supplemental Declaration hereinafter being referred to as "Supplemental Declarations." This Declaration and Supplemental Declarations shall hereinafter be jointly referred to as the "Declaration";

WHEREAS, Article XVI, Section 3 of the Declaration provides that the covenants, conditions and restrictions of the Declaration may be amended by a recorded instrument signed by the members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership;

NOW, THEREFORE, pursuant to Article XVI, Section 3 of the Declaration, the Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates is hereby amended as follows:

1. The reference to the Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates, Instrument No. 200337681, recorded on the 19th day of June, 2003, Records of Canyon County, Idaho, is amended to reflect that said Eighth Supplemental Declaration was rerecorded on the 17th day of February, 2004, as Instrument No. 200408586, Records of Canyon County, Idaho.

2. The reference to the Amendment No. 1 to Eighth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates is amended to reflect that said Amendment No. 1 to Eighth Supplemental Declaration was recorded on the 2nd day of September, 2003, as Instrument No. 200354467, Records of Canyon County, Idaho.

3. The reference to the Ninth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation Into Hillsdale Estates is amended to reflect that said Ninth Supplemental Declaration was recorded on the 23rd day of March, 2004, as Instrument No. 200415434, Records of Canyon County, Idaho.

4. That the Tenth Supplemental Declaration and Notice of Annexation into Hillsdale Estates was executed by the Declarant on the 23rd day of March, 2004.

This Amendment No. 1 to Tenth Supplemental Declaration and Notice of Annexation into Hillsdale Estates is executed this 7 day of April, 2004, by WILLOWBROOK DEVELOPMENT, INC. and CITY DEVELOPMENT, INC., an Idaho corporation, Declarant.

WILLOWBROOK DEVELOPMENT, INC.

By: 
Richard M. Phillips
President

CITY DEVELOPMENT, INC.

By: 
Staci Smith
President

HILLSDALE ESTATES HOMEOWNERS' ASSOCIATION, by and through its duly authorized officer, hereby ratifies, confirms and approves this Amendment No. 1 to Tenth Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation into Hillsdale Estates Subdivision.

HILLSDALE ESTATES HOMEOWNERS'
ASSOCIATION, INC.

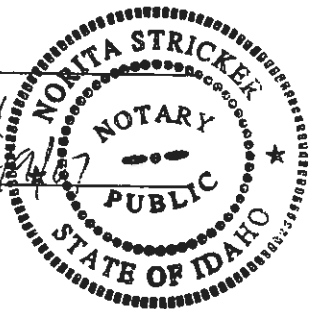
By: 
Roy B. Johnson
Vice President

STATE OF IDAHO)
:SS.
County of Ada)

On this 7 day of April, 2004, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD M. PHILLIPS, known or identified to me to be the President of Willowbrook Development, Inc, the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Norita Stricker
Notary Public, State of Idaho
Residing at Boise Engle, Id
My Commission Expires: 2/24/07



STATE OF IDAHO)
:SS.
County of Ada)

On this 7 day of April, 2004, before me, the undersigned Notary Public in and for said State, personally appeared STACI SMITH, known or identified to me to be the President of City Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Norita Stricker
Notary Public, State of Idaho
Residing at Boise Engle, Id
My Commission Expires: 2/24/07



