

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That Idaho Land Developers, Inc., a corporation organized and existing under the laws of the State of Idaho, and duly qualified to do business within the State of Idaho, do hereby certify that they are the owners of the real property described as follows:

Beginning at a brass cap marking the Northwest corner of Section 11, T2N., R1E., S4M., Ada County, Idaho, thence North 89°13'00"E East 33.00 feet along the Northern boundary of said Section 11, which is also the Northern boundary of Sunset Villa No. 2 Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 31 of Plats of Pages 1921 and 1922 to an iron pin marking the Northeast corner of said Sunset Villa No. 2 Subdivision; thence South 0°39'27"E East 61.82 feet along the Eastern boundary of said Sunset Villa No. 2 Subdivision, which is also the Eastern right-of-way line of South Five Mile Road to a brass cap marking the REAL POINT OF BEGINNING; thence along the following courses and distances to iron pins: continuing South 0°39'27"E East 1,635.30 feet along said Eastern boundary of Sunset Villa No. 2 Subdivision to a point marking the Southeast corner of said Sunset Villa No. 2 Subdivision, also said point being on the Northern right-of-way line of the New York Canal; thence along the following courses and distances along said Northern right-of-way line of the New York Canal: North 87°23'42"E East 26.82 feet; thence North 70°17'04"E East 363.25 feet; thence North 69°59'53"E East 891.39 feet; thence leaving said Northern right-of-way line of the New York Canal North 23°38'27"E West 354.59 feet; thence North 8°57'14"E West 243.27 feet; thence North 38°27'25"E East 224.19 feet; thence North 19°09'00"E West 290.00 feet; thence South 68°57'20"E West 117.96 feet; thence South 73°02'00"E West 108.65 feet; thence North 80°02'00"E West 123.77 feet; thence North 78°45'57"E West 102.95 feet to a point of curves; thence Northeasterly along a curve to the right 12.77 feet, said curve having a central angle of 2°57'42", a radius of 255.75 feet, bearings of 6.39 feet and a long chord of 12.77 feet bearing North 13°33'14"E East to a point of tangency; thence North 70°00'55"E West 342.14 feet to the point of beginning, comprising 27.59 acres, more or less.

The estate as shown on this plat of Fox Ridge Estates, No. 1 Subdivision are hereby dedicated to the use of the public, and the easements indicated on said plat are not dedicated to the public but the right to use said easements is hereby reserved for public utilities and for any other uses as designated herein and no permanent structures are to be erected within the lines of said easements.

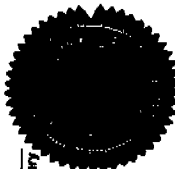
Building and Occupancy Restrictions - See Instrument No. _____ of Miscellaneous Records, Ada County, Idaho, for Building and Occupancy Restrictions filed on this _____ day of _____, 1974, in the office of the Ada County Recorder, Boise, Idaho.

IN WITNESS WHEREOF, We have hereunto set our hands this _____ day of _____, 1974.

Idaho Land Developers, Inc.

By _____
Dwayne A. Bills, President

By Douglas L. Ball, Assistant Secretary



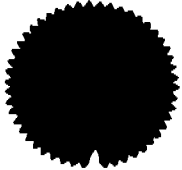
STATE OF IDAHO)
COUNTY OF ADA) ss

On this _____ day of _____, 1974, before me, the undersigned, a notary public in and for said State personally appeared Dwayne A. Bills, known to me to be the President, and Douglas L. Ball, known to me to be the Assistant Secretary of Idaho Land Developers, Inc. that executed the within instrument and acknowledged to me that such corporation executed the same.

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

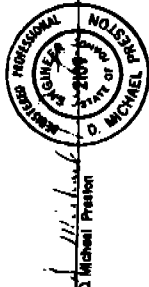
My commission expires _____

By _____
Notary Public for Idaho
Residing at Boise, Idaho



CERTIFICATE OF ENGINEER

I, D. Michael Preston, do hereby certify that I am a professional engineer, licensed by the State of Idaho, and that the plat of Fox Ridge Estates, No. 1 Subdivision, as described in the Certificate of Owners, and the attached plat was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



CERTIFICATE OF COUNTY SURVEYOR

I, Elmer E. Sonville, Registered Engineer, Ada County, Idaho, hereby certify that I have checked this plat of the Fox Ridge Estates, No. 1 Subdivision and find that it complies with the State of Idaho Code relating to plats and surveys.

23 JANUARY 1974
Date

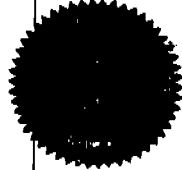
By _____
Elmer E. Sonville, County Surveyor



APPROVAL OF BOARD OF COUNTY COMMISSIONERS

Accepted and approved this _____ day of _____, 1974, by the Board of County Commissioners of Ada County, Idaho.

By _____
Chairman



COUNTY RECORDER'S CERTIFICATE

Instrument No. 1731/RH
STATE OF IDAHO) ss
COUNTY OF ADA)

I hereby certify that this instrument was filed at the request of _____ at _____ minutes past _____ o'clock, _____ P.M., this _____ day of _____, 1974, in my office and was duly recorded in Book _____ of Plats at pages _____ and _____.

By _____
Deputy

By _____
Ex-Officio Recorder

Fee \$ 5.00

873188

32/1959-60

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS

FOX RIDGE ESTATES SUBDIVISION NO. 1

Dated Jan. 25, 1974

Recorded Jan. 29, 1974

THIS DECLARATION, made on the date hereinafter set forth by
IDAHO LAND DEVELOPERS, INC. hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
County of Ada State of Idaho, which is more particularly described as:

Beginning at a brass cap marking the Northwest corner of Section
11, T.2N., R.1E., B.M., Ada County, Idaho;

thence North 89°13'00" East 33.00 feet along the Northerly
boundary of said Section 11, which is also the Northerly boundary of
Sunset Villa No. 2 Subdivision, as filed for record in the office of the
Ada County Recorder, Boise, Idaho, in Book 31 of Plats at Pages
1921 and 1922 to an iron pin marking the Northeast corner of said
Sunset Villa No. 2 Subdivision;

thence South 0°39'27" East 61.82 feet along the Easterly boundary
of said Sunset Villa No. 2 Subdivision, which is also the Easterly right-
of-way line of South Five Mile Road to a brass cap marking the REAL
POINT OF BEGINNING;

thence along the following courses and distances to iron pins:

continuing South 0°39'27" East 1,635.30 feet along said Easterly
boundary of Sunset Villa No. 2 Subdivision to a point marking the South-
east corner of said Sunset Villa No. 2 Subdivision, also said point
being on the Northerly right-of-way line of the New York Canal;

thence along the following courses and distances along said
Northerly right-of-way line of the New York Canal;

North 87°23'42" East 26.82 feet;

thence North 70°17'04" East 363.25 feet;

thence North 69°55'53" East 691.39 feet;

thence leaving said Northerly right-of-way line of the New York
Canal North 25°38'27" West 554.59 feet;

thence North 6°57'14" West 243.27 feet;

thence North 38°27'25" East 224.19 feet;

thence North 19°05'00" West 290.00 feet;

thence South 68°57'20" West 117.96 feet;

thence South 73°02'00" West 108.83 feet;

thence North 80°02'00" West 123.77 feet;

thence North 76°45'51" West 152.55 feet to a point of curve;

thence Northeasterly along a curve to the right 12.77 feet, said curve having a central angle of 2°51'42", a radius of 255.75 feet, tangents of 6.39 feet and a long chord of 12.77 feet bearing North 13°33'14" East to a point of tangent;

thence North 75°00'55" West 342.14 feet to the point of beginning comprising 27.59 acres, more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DECLARANT FURTHER DECLARES That the properties described above is the first of several proposed stages of development on adjacent land owned by the Declarant and others, and that such future development shall take place according to a General Development Plan which has been reviewed and approved by the Ada County Planning and Zoning Commission and is on file in the office of that Commission as well as the office of the Declarant. It is anticipated that these later stages of development will be continued under the name of Fox Ridge Estates Subdivision and will be made subject to the following easements, restrictions, covenants and conditions.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Fox Ridge Estates Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

A portion of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 11, T.2N., R.1E., B.M., Ada County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 11;

thence North $89^{\circ}13'00''$ East 33.00 feet along the Northerly boundary of the said $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 11, which is also the Northerly boundary of Sunset Villa No. 2 Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 31 of Plats at Pages 1921 and 1922 to an iron pin marking the Northeast corner of the said Sunset Villa No. 2 Subdivision;

thence South $0^{\circ}39'27''$ East 1,594.62 feet along the Easterly boundary of the said Sunset Villa No. 2 Subdivision to an iron pin, also said point being the REAL POINT OF BEGINNING,

thence continuing South $0^{\circ}39'27''$ East 102.50 feet along the said Easterly boundary of Sunset Villa No. 2 Subdivision to an iron pin marking the Southeast corner of the said Sunset Villa No. 2 Subdivision, also said point being on the Northerly right-of-way line of the New York Canal;

thence North $87^{\circ}23'42''$ East 26.82 feet along the said Northerly right-of-way line of the New York Canal to an iron pin;

thence North $70^{\circ}17'04''$ East 363.25 feet along the said Northerly right-of-way line of the New York Canal to an iron pin;

thence North $69^{\circ}55'53''$ East 691.39 feet along the said Northerly right-of-way line of the New York Canal to an iron pin;

thence leaving the said Northerly right-of-way line of the New York Canal North $25^{\circ}38'27''$ West 165.16 feet to an iron pin;

thence South $59^{\circ}34'12''$ West 668.28 feet to an iron pin;

thence South $70^{\circ}47'43''$ West 125.32 feet to an iron pin;

thence South $83^{\circ}45'18''$ West 254.81 feet to the point of beginning, comprising 2.20 acres, more or less.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Idaho Land Developers, Inc., its successors and assigns if such successors or assigns should acquire the Properties as hereinabove defined, from Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for a period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Association members agreeing to such dedication or transfer has been recorded.

(d) The right of any owner to petition exemption for himself from special assessments for capital improvements subsequent to conveyance of the first lot by the Declarant. If any owner so exempts himself from assessment for a special capital improvement, said owner thereby forfeits the right of use or enjoyment of said capital improvement without special permission from the Association and/or the payment of special admission charges. (See Article IV, Section 4)

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have one class of voting membership.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed, therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, subject to the provisions of Article IV, Section 4. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. 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 twenty-four dollars (\$24.00) per Lot for the detached dwelling Lots comprising Blocks 1, 2, 3 and 4. It is anticipated by the Declarant and the General Development Plan that Blocks 5, 6 and 7 will be developed as townhouse dwellings necessitating a greater annual assessment to defray the cost of exterior maintenance. Until January 1 of the year immediately following conveyance of the First Lot in each of Blocks 5, 6 and 7 the maximum annual assessment for the Lots in Blocks 5, 6 and 7 shall be one hundred forty-four dollars (\$144.00) per Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Association members who are voting in person or by proxy at a meeting duly called for this purpose; and further provided that a member who has cast his vote against the special assessment for a capital improvement may exempt himself from the special assessment.

By exempting himself from the special assessment the member forfeits his right to free and unrestricted use and enjoyment of the specific and collective capital improvements made possible by the special assessment, except through the payment of admission fees which may be established by the Association.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 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 the 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 preceeding meeting. No such subsequent meeting shall be held more than 60 days following the preceeding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots in each Block and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent 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 annual assessments provided for herein by non-use of the Common Area or abandonment of his Lot, notwithstanding the provisions of Article IV, Section 4 above, regarding exemptions from special assessments.

Section 9. Subordination of the Lien to Mortgage. 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.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created therein: (a) All properties expressly dedicated to and accepted by a public authority; (b) Any Common Areas; (c) All other properties owned by the Association and (d) property owned by Declarant prior to the time a Dwelling Unit or other building is constructed thereon and occupied. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, notwithstanding the provisions of Article IV, Section 4.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, or its designated representative(s). In the event said Committee, or its representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The Architectural Control Committee shall be composed of three members appointed by the Board of Directors of the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

ARTICLE VI PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property described as Fox Ridge Estates Subdivision, and shall be for the benefit of and limitations upon all present and future owners of said property, or of any interest therein:

Section 1. Land Use. All of the lots in said subdivision shall be known and described as residential lots, and the use of said lots or any part thereof, shall be limited to single family dwellings which shall not exceed two stories in height and attached or detached private garages and

carports for not more than four cars or other vehicles, including boats and camper trailers, and other outbuildings incidental to a suburban residential use as contemplated by the Ada County Subdivision Ordinance and the Ada County Zoning Ordinance and as those ordinances may be amended from time to time.

Section 2. Building Location. No building shall be located nearer than 30 feet to South Five Mile Road, to Fox Ridge Drive, or to Fox Brush Drive; or nearer than 25 feet to any other street, each distance measured at the closest point of the structure to said street right-of-way line. Further, no permanent building shall be located nearer than 10 feet to any interior side lot line, nor nearer than 25 feet to any interior rear lot line.

As an appurtenance to any dwelling house, a private garage, a garden house, or a structure for the housing of small domestic animals may be erected within the building limits herein set forth, provided the appurtenance is of permanent construction and architecturally in harmony with the dwelling house, no portion of the garage or other structure shall be nearer the front or street line than the rear line of the dwelling.

For the purpose of this section, eaves, steps, open porches and bays shall be considered a part of the buildings or structures.

Section 3. Building Size and Quality. (a) No dwelling costing less than \$22,000.00 including lot cost based on cost levels prevailing on the date this declaration is recorded shall be placed on Lots 1, 2, 3, 4, 16, 17, 18 and 19 of Block 1 or on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Block 2. Dwellings placed on said lots shall be not less than 1056 square feet in area for a one-story dwelling, nor less than 1728 square feet for a split-entry dwelling or a two-story dwelling. Each building site shall have a carport or garage capable of providing shelter for at least one automobile.

(b) No dwelling costing less than \$20,800.00 including lot cost based upon cost levels prevailing on the date this declaration is recorded shall be placed on Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Block 1, on Lots 13 through 40 of Block 2, or on Lots 1 through 10 of Block 3. Dwellings placed on said lots shall be not less than 960 square feet in area for a one-story dwelling, nor less than 1632 square feet in area for a split-entry dwelling or a two-story dwelling. Each building site shall have a carport or garage capable of providing shelter for at least one automobile.

(c) The square foot area requirements recited hereinabove shall be exclusive of open porches, terraces, garages and basement space.

Section 4. Building Materials. All buildings erected within this subdivision shall be of stone, brick, frame, concrete or pumice block construction and, if other than brick or stone are used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

Section 5. Work Prosecution. The construction of all buildings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including exterior painting, within eight months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the lot owner.

Section 6. Temporary Structures. No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 7. Moved Buildings. No buildings shall be moved unto any building site unless specific permission and approval of plans and specifications is obtained in writing from the Association.

Section 8. Animals. No lot or portion thereof shall be used for the keeping or pasturing of goats, sheep, swine, cows, horses or other non-household animals. Dogs, cats and other household pets may be kept, provided that no animals are kept, bred or maintained for any commercial purpose.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except that the name of a resident of a dwelling upon a lot may be displayed on a sign of not more than one square foot in area. The Declarant reserves the right to display signs upon lots advertising the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period.

Section 10. Fences. No fence, hedge or boundary wall situated on a lot shall have a height greater than six feet above the graded surface of the ground around which such fence, hedge or wall is situated. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all lots in this subdivision. All wooden fences shall be constructed in a substantial manner, and shall be painted an attractive color and be maintained in good repair so as to be inoffensive to any other property owners in said subdivision. No barbed wire fences shall be constructed within the subdivision. Fences greater in height than three feet shall not be placed nearer to the front street line than a dwelling unless the plans for said fence have been approved by the Architectural Control Committee as provided in Article V, Section 1.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 13. Water. The Grantor will provide a system for the delivery of domestic water to each lot in the subdivision at the point where the water meter is located at the property line and each lot owner shall connect to this water system at this point. Declarant is under no obligation to deliver irrigation water to any lot in this subdivision.

Section 14. Sewage Disposal. All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe with a private sewage disposal system placed and constructed in accordance with the regulations of the governing health authority.

Drainage from said private sewage disposal system shall be kept within the building limits of each lot. Approval of all sewage disposal systems installed shall be obtained from the governing health authority and the Declarant shall have no obligation to construct any sewer or provide any connection thereto.

At the time that a central sewage collection and treatment system is constructed, each lot owner shall connect his bathroom, sink and toilet facilities by underground pipes with such system.

Section 15. Garbage and Refuse Disposal. No part of the Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall be deposited only in sanitary containers meeting the requirements of the sanitation ordinances of the County of Ada, State of Idaho, and the regulations of the State of Idaho Health authorities. All incinerators, if permitted by those sanitation ordinances or regulations, or other receptacles or storage for trash, garbage, etc., shall at all times be maintained in a sanitary condition. No machinery, appliances or unsightly material shall be stored upon a lot until an owner is ready and able to commence the construction with respect to which such building material will be used, and then such building material shall be placed within the property lines of such lot upon which the structure is to be erected.

Section 16. Driveways and Sidewalks. (a) Any driveway constructed on any lot in this subdivision shall be of concrete, asphalt, cinders or gravel and shall be connected to the concrete curb at the edge of the street in a manner that it will not disturb the drainage pattern created by the street and curb section. No driveway shall be connected to South Five Mile Road unless a permit for said driveway has been issued by the Ada County Highway District.

(b) To preserve the aesthetic quality and living style intended by the Declarant, standard four foot concrete sidewalks shall be constructed adjacent to the back of the curb for the full width of each lot prior to the time the dwelling is occupied. In order to avoid unnecessary breakage sidewalks need not be constructed by the builder until the dwelling is constructed.

Section 17. Easements. (a) Easements five feet in width are reserved along all lot lines in Blocks 1, 2, 3 and 4 for the installation and maintenance of utilities, irrigation and drainage facilities in addition to those easement that are shown on the recorded plat.

(b) An easement is also hereby granted to the Ada County Highway District, its successors and assigns, over and across all Common Areas in the Properties for the purpose of maintaining, repairing, altering or replacing the facilities for disposal of surface drainage water.

(c) Within the easements herein reserved and granted no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or impede the flow of water through drainage ways in the easements.

(d) The easement area of each lot and all improvements within said area shall be maintained continuously by the owner of the lot, except for those facilities for which a public authority or utility company is responsible.

(e) All improvements in the Common Area shall be maintained by the Association, except for those facilities for which a public authority or utility company is responsible.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Townhouse Maintenance. It being the expressed intention of the Declarant to develop, as later stages of this subdivision, Blocks 5, 6, and 7 as Townhouse dwellings, the Association shall provide exterior maintenance upon each lot in Blocks 5, 6 and 7, in addition to maintenance upon the Common Areas, as follows: paint, repairs, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass walks, recreation equipment and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

Section 2. Detached Dwelling Maintenance. The detached single family dwellings to be situated on the lots in Blocks 1, 2, 3 and 4 are not intended to be maintained by the Association, however, in the event an owner of any lot in the aforementioned Blocks 1, 2, 3 and 4 shall fail to maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said lot is subject.

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the lots owned by different persons shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners whose Lots abut such wall.

Section 3. Destruction by Fire or other Casualty. If party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without repjudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. Any dispute concerning a party wall or any provisions of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

Section 7. Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said property encroaches upon any part of the Common Areas or upon the Lot or Lots used or designated for use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining the same. In the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each Dwelling Unit and Lot for the purpose of necessary and/or advisable repairs and replacement; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTY AND STAGED DEVELOPMENT

Real Property in addition to that described in the introductory language of this Declaration may be made subject to the jurisdiction of the Association, whereupon it shall automatically be included in any reference herein to "said property, "said properties", or "subdivision".

Section 1. Annexation of Additional Property. Annexation of additional property which has not been included within the General Development Plan of Fox Ridge Estates Subdivision shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of the members present in person or by written proxy at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting, setting forth the purpose thereof.

The presence of persons entitled to cast 60% of the votes of the membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such meeting shall be one-half of the required quorum at the preceeding meeting. If the required assent is not forthcoming, no subsequent meeting shall be held for the purpose of annexing such property for sixty days from the date of the last of such meetings.

Section 2. Staged Development. Within ten years of the date of the recording of this instrument, additional adjoining land may be annexed by the Declarant without the consent of the members of the Association, providing the land is included within the General Development Plan of Fox Ridge Estates Subdivision as approved by the Ada County Planning and Zoning Commission and on file in the office of that Commission as well as the office of the Declarant.

ARTICLE X
DEDICATION OF COMMON AREAS

Declarant, in recording the plat of Fox Ridge Estates Subdivision No. 1 has designated the following described parcel of land as Common Open Area intended for use by the homeowners in Fox Ridge Estates Subdivision for recreation and other related activities:

A portion of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 11, T.2N., R.1E., B.M., Ada County, Idaho and more particular described as follows:

Beginning at a brass cap marking the Northwest corner of the said $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 11;

thence North 89°13'00" East 33.00 feet along the Northerly boundary of the said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 11, which is also the Northerly boundary of Sunset Villa No. 2 Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 31 of Plats at Pages 1921 and 1922 to an iron pin marking the Northeast corner of the said Sunset Villa No. 2 Subdivision;

thence South 0°39'27" East 1,594.62 feet along the Easterly boundary of the said Sunset Villa No. 2 Subdivision to an iron pin, also said point being the REAL POINT OF BEGINNING,

thence continuing South 0°39'27" East 102.50 feet along the said Easterly boundary of Sunset Villa No. 2 Subdivision to an iron pin marking the Southeast corner of the said Sunset Villa No. 2 Subdivision, also said point being on the Northerly right-of-way line of the New York Canal;

thence North 87°23'42" East 26.82 feet along the said Northerly right-of-way line of the New York Canal to an iron pin;

thence North 70°17'04" East 363.25 feet along the said Northerly right-of-way line of the New York Canal to an iron pin;

thence North 69°55'53" East 691.39 feet along the said Northerly right-of-way line of the New York Canal to an iron pin;

thence leaving the said Northerly right-of-way line of the New York Canal North 25°38'27" West 165.16 feet to an iron pin;

thence South 59°34'12" West 665.28 feet to an iron pin;

thence South 70°47'43" West 125.32 feet to an iron pin;

thence South 83°45'18" West 254.81 feet to the point of beginning, comprising 2.20 acres, more or less.

The above designated area is not dedicated hereby for use by the general public but is dedicated to the Common Use and enjoyment of the homeowners in Fox Ridge Estates Subdivision.

ARTICLE XI DEED CLAUSE

The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of Fox Ridge Estates Subdivision as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the Declarant to be conveyed to the Fox Ridge Estates Homeowners Association for the common enjoyment of all of the residents in Fox Ridge Estates Subdivision.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding 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 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendments. The covenants and restrictions of the Declaration shall run with and bind the land, until January 10, 2004, at which time they shall be automatically extended for successive periods of ten (10) years.

This Declaration may be amended by an instrument signed by the owner of not less than two-thirds of the residence lots included within the Fox Ridge Estates Subdivision. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned corporation, being the Declarant herein, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by proper officer this 23rd day of January, 1974.

Acknowledged by DeWayne A. Bills, Pres. and Douglas L. Bell, Sec'y before Shannon J. Johnson, N.P. for Idaho residing at Boise, Ada Cty, Idaho.

IDAHO LAND DEVELOPERS, INC.

By: [Signature]

DeWayne A. Bills

ATTEST: [Signature]

Douglas L. Bell, Assistant Secretary

32/1959

FA 102281/BF
2021001035

AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS
FOX RIDGE ESTATES SUBDIVISIONS NO. 1

WHEREAS, the Declaration of Protective Covenants and Restrictions (PCR's) for Fox Ridge Estates Subdivision No. 1, dated January 25, 1974 and recorded January 29, 1974 as Instrument No. 873188, provided for the formation of a Homeowner's association to be known as the Fox Ridge Estates Homeowner's Association; and

WHEREAS, there is no record of such Homeowner's Association having been formed; and

WHEREAS, the PCR's provide at Article X that a certain parcel of land in said subdivision known as Lot "A", Block 3 Fox Ridge Estates No. 1 be "designated as Common Open Area intended for the use by the homeowners in Fox Ridge Estates Subdivision for recreation and other related activities;" and

WHEREAS, Boise City has the opportunity to acquire said parcel in conjunction with other like properties in neighboring subdivisions for the purpose of developing a public neighborhood park; and

WHEREAS, Boise City should be free to accept fee simple title to said parcel that is insurable and otherwise free of doubt of ownership, purpose or restriction; and

WHEREAS, Article XII, Section 3 of the PCR's requires a two thirds (2/3) majority vote of the owners of residence lots to amend said PCR's and that any amendment be recorded.

NOW THEREFORE A TWO THIRDS (2/3) MAJORITY OF THE CURRENT OWNERS OF THE RESIDENCE LOTS IN FOX RIDGE ESTATES SUBDIVISION NO. 1 DO HEREBY DECLARE AS FOLLOWS:

1. That Article X of the PCR's be and the same is hereby amended to read as follows:

Notwithstanding any provision of these PCR's to the contrary, Lot "A" Block 3 of Fox Ridge Estates No. 1 is hereby designated as open area intended for public use as a neighborhood park and is to be transferred in fee simple absolute to Boise City for said public purpose.

Boise City shall be exempt from the provisions of these Protective Covenants and Restrictions with regard to Lot "A" once the Deed to said lot, transferring interest to Boise City, has been recorded.

2. That this instrument be recorded with the Ada County Recorder.

Dated this 24 day of February, 1996.

96044020

FIRST AMERICAN TITLE CO.

ADA CO. RECORDER
J. DAVID JAVARRO
BOISE ID

'96 MAY 24 PM 12:24

FEE 27.00
RECORDED AT THE REQUEST OF

2024001036

FOX RIDGE ESTATES NO. 1

NAME:

Cristene Ingram Drake
Cristene Ingram Drake

JOEL Lammont READER

J Lammont Reader

LINDA M. Reader

Linda M. Reader

KEVIN WATSON

K Watson

Amy Watson

Amy Watson

Carla Marie Hall

Carla Marie Hall

Carla Marie Hall

Carla Marie Hall

Catherine M. Blevins

Catherine M. Blevins

Ronald W Blevins

Ronald W Blevins

ROBERT G. JOHNSON

Robert G. Johnson

Donna L. Johnson

Donna L. Johnson

ADDRESS:

10369 Kirt Fox Ct.

10480 SILVERFOX

10480 Silver Fox Dr.

7912 S 5 mile Rd

7912 S. Five mile Rd

8134 So. Five mile Road

8134 S. Five mile Rd.

10553 Fox Brush Dr.

10553 Fox Brush Dr

10372 Fox Brush Ct.

10372 Fox Brush Ct.

2024001037

Debra K. Geer	Debra K. Geer	10592 Silver Fox Dr. Boise	83709
Jeff L Geer	Jeffrey L Geer	10592 SILVER FOX DR BOISE	83709
Virginia Baker	VIRGINIA BAKER	7958 S. Foxville	83709
Shelley Peterson	Shelley L. Peterson	10384 Fox Brush Ct.	83709
Patricia A. Clum	PATRICIA A. CLUM	10378 Fox Brush Ct.	83709
Nancy DeVries	Nancy DeVries	10366 Foxbrush	
Donna M Baker	DONNA M Baker	10335 Fox Brush Ct	83709
Wesley T. Stair	Wesley T. Stair	10331 Foxbrush Dr	Boise ID 83709
Jodie Miller	Jodie MILLER	10332 Foxbrush Ct	83709
Sharon D. Tabb	Sharon D. Tabb	10401 Fox Brush Dr.	83709
Eric L Witt	Eric L Witt	10433 Foxbrush Dr	83709
Kessa Trujillo	Kessa Trujillo	10349 Foxbrush Dr	83709
Kelsie A. Atkinson	Kelsie Atkinson	10466 Kit Fox Ct	83709
George P. Atkinson	George P. Atkinson	10466 Kit Fox Ct.	83709
Regina L. Shepherd	Regina L. Shepherd	10444 Kit Fox Ct	83709
Linda Kuhn Anderson	Linda Kuhn Anderson	10400 Kit Fox Ct	83709
Andy Anderson	Andy Anderson	10400 Kit Fox Ct.	83709
Hera Lyman	Hera Lyman	10350 Kit Fox Ct	83709
Edith I. Lyman	Edith I. Lyman	10378 Kit Fox Ct	
Wesley G. Lyman	Wesley G. Lyman	10470 Silver Fox Dr	
Goyce E. Leytham	Goyce E. Leytham	10470 Silver Fox Dr	
Jim Leytham	Jim Leytham		

Richard T. Wehren
10460 Silver Fox Dr.
Richard T. Wehren

2024001039

Linda M. Reader
10480 Silver Fox Dr.
Boise, Ida 83709
Linda M. Reader

Joel L. Reader
10480 Silver Fox Dr.
Boise, ID. 83709
Joel L. Reader

Steven R. Hansen
10490 Silver Fox Dr
Boise, Ida 83709
STEVEN R. HANSEN

LAURA J. WITT
11400 Foxbrush
BOISE ID 83709
LAURA J. WITT

Elizabeth Holtry
Elizabeth Holtry

10436 Foxbrush Boise ID. 83709

Philip K. Holtry

10436 Foxbrush Dr.

John W. Kotrasan
Lindy Kotrasan

10537 Silver fox
10537 Silver fox

Boise, ID. John W. Kotrasan
Lindy Kotrasan

Sheri Kay Creel
Craig A. Peterson

10581 Silver Fox
10384 Fox Brush Cr.

Sheri Kay Creel
Craig A. Peterson

Kathleen Diller	KATHLEEN DILLER	10001 KIT FOX CT.
James D. Gibbons	Kenneth B. Gibbons	10330 Kit Fox Ct.
Paulette Gibbons	Paulette Gibbons	10330 Kit Fox Ct.
Jean Shannon	Jean Shannon	10554 Silver Fox
Joyce Meyer	Joyce Meyer	10554 Silver Fox
		2024001039
Michael Balen	Michael Balen	10351 Kit Fox
Yvonne Longest	YVONNE Longest	8000 S. Five Mile Rd
Larry D Crawford	Larry Crawford	7878 S. Five Mile
Shirley Crawford	Shirley Crawford	7878 S. Five Mile
Larry D Miller	LARRY D MILLER	7810 S. Five Mile
Fanny Miller	FANNY Miller	7810 S. Five Mile
Sam Johnson	Sam Johnson	10577 Silver Fox
Helen Benton	Helen Benton	10464 Fox Brush
Sean E. O'Toole	Sean E. O'Toole	10473 Fox Brush Dr.
Wyatt A. Warren	Wyatt A. Warren	10580 Fox Brush Dr.
Kent Smith	10549 KENT SMITH	10548 Fox BRUSH DR
Jeffrey Reed	JEFF REED	10581 Silver Fox

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8
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10
11
12

James E. Baird
JAMES E. BAIRD
10342 FOX HARKN AT.

20240010-11

James M. Dennis
JAMES M. DENNIS
18447 SILVER FOX DR.

Linda F. Dial
LINDA F. DIAL
10445 KIT FOX CT
BOISE, ID 83709

Luciana C. Cabrera
Luciana C. Cabrera
Edward, Ste. Cabrera
10541 Silver Fox Dr.
Boise, ID 83709-7460

2024001042

3021 5 10 42

Nancy Lynn Lutz

Nancy Lynn Lutz

Dolores A. ROBERTS 10500 Silver Fox

Dolores A. Roberts

Karen M. Arehart 10467 Kit Fox

Karen M. Arehart

Jimmi A. Reed, Jr. 10519 Silver Fox Dr.

Jimmi A. Reed, Jr. 10519 Silver Fox Dr.

Dana Nichole Gabbert Reed 10519 Silver Fox Dr.

Dana Nichole Gabbert Reed 10519 Silver Fox Dr.

Beth Dennis

Beth Dennis 10497 Silver Fox Dr

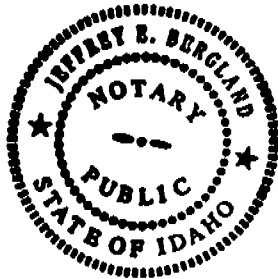
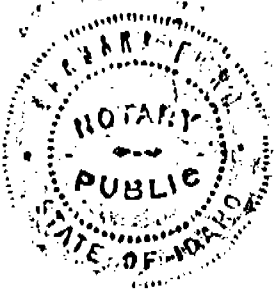
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STATE OF IDAHO)

: ss

COUNTY OF ADA)

On This 20th day of February, in the year 1996, before me, a Notary Public in and for said State, personally appeared CRISTENE INGRAM DRAKE, JOEL LAMMONT READER, LINDA M. READER, KEVIN WATSON, AMY WATSON, CARLA MARIE HALL, RODNEY LEE HALL, CATHERINE M. BLEVINS, RONALD W. BLEVINS, ROBERT G. JOHNSON, DONNA L. JOHNSON, DEBORA K. GEER, JEFFREY L. GEER, VIRGINIA BAKER, SHELLEY L. PETERSON, PATRICIA A. CRUM, NANCY DEVRIES, DONNA M. BAKER, DESIREE BLAIR GEHRLS, JODIE MILLER, SHARON D. TABB, ERIC R. WITT, KESSA TRUJILLO, KELSIE ATKINSON, GEORGE P. ATKINSON, REGINA R. SHEPARD, LINDA KUHN, also known as LINDA KUHN ANDERSON, ANDY ANDERSON, HERB LYMAN, EDITH I. LYMAN, WES GARRISON, JOYCE LEYTHAM, JIM LEYTHAM, RICHARD T. WEBBUM, LINDA M. READER, JOEL L. READER, LAURA J. WITT, STEVEN R. HANSEN, ELIZABETH HOLTRY, PHILIP K. HOLTRY, JOHN W. KOTRASON, CINDY KOTRASON, SHERI KAY CREEL, CRAIG A. PETERSON, KATHLEEN BALZEN, KENNETH B. GIBBONS, PAULETTE GIBBONS, JEAN SHANNON, JOYCE MEYER, MICHAEL BALZEN, YVONNE LONGEST, LARRY CRAWFORD, SHIRLEY CRAWFORD, LARRY D. MILLER, FANNY MILLER, SAM JOHNSON, also known as STEPHANIE L. JOHNSON, HELEN BENTON, SEAN E. O'TOOLE, WYATT A. WARREN, KENT SMITH, JEFF CREEL, KATHERINE O'TOOLE, CLIFTON BENTON, KAREN SHARP, HEIDI WARREN, ERIC TABB, JAMES E. BAIRD, JAMES M. DENNIS, LINDA F. DIAL, EDWARD DLC CABRERA, LUCIANA A. CABRERA, NANCY LYNN LUTZ, DOLORES A. ROBERTS, also known as DELORES A. ROBERTS, KAREN M. AREHART, JIMMIE A. REED, JR., DANA NICHOLE GABBERT REED, and BENI DENNIS, also known as ELIZABETH A. DENNIS, known or identified to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.



[Signature]
 Notary Public of Idaho
 Residing at Boise, Idaho
 Commission Expires: 1-3-97

[Signature]
 Notary Public of Idaho
 Residing at Boise, Idaho
 Commission Expires: 6-10-98

2028000768

**AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS
FOX RIDGE ESTATES SUBDIVISIONS NO. 2**

WHEREAS, the Declaration of Protective Covenants and Restrictions (PCR's) for Fox Ridge Estates Subdivision No. 2, dated March 29, 1977 and recorded March 29, 1977 as Instrument No. 879823, provided for the formation of a Homeowner's association to be known as the Fox Ridge Estates Homeowner's Association, Inc.; and

WHEREAS, there is no record of such Homeowner's Association having been formed; and

WHEREAS, the PCR's provide at Article VIII that a certain parcel of land in said subdivision known as Lot "B", Block 3 Fox Ridge Estates Subdivision No. 2, be "designated as Common Area intended for the use by the homeowners in Fox Ridge Estates Subdivision for recreation and other related activities;" and

WHEREAS, Boise City has the opportunity to acquire said parcel in conjunction with other like properties in neighboring subdivisions for the purpose of developing a public neighborhood park; and

WHEREAS, Boise City should be free to accept fee simple title to said parcel that is insurable and otherwise free of doubt of ownership, purpose or restriction; and

WHEREAS, Article IX Section 3. of the PCR's requires a two thirds (2/3) majority vote of the owners of residence lots included within the Fox Ridge Estates Subdivision to amend said PCR's and that any amendment be recorded.

NOW THEREFORE A TWO THIRDS (2/3) MAJORITY OF THE CURRENT OWNERS OF RESIDENCE LOTS IN FOX RIDGE ESTATES SUBDIVISION NO. 1 DO HEREBY DECLARE AS FOLLOWS:

1. That Article VIII of the PCR's be and the same is hereby amended to read as follows:

Notwithstanding any provision of these PCR's to the contrary, Lot "B", Block 3 Fox Ridge Estates Subdivision No. 2, is hereby designated as open area intended for public use as a neighborhood park and is to be transferred in fee simple absolute to Boise City for said public purpose.

Boise City shall be exempt from the provisions of these Protective Covenants and Restrictions with regard to Lot "B" once the Deed to said lot, transferring interest to Boise City, has been recorded.

2. That this instrument be recorded with the Ada County Recorder. 96043128

Dated this 20th day of February, 1996.

ADA COUNTY RECORDER
J. DAY
BOISE ID

FIRST AMERICAN TITLE CO.

'96 MAY 20 AM 9:37

FILE 2766
RECORDED
INDEXED

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FOX RIDGE ESTATES NO. 2

NAME

ADDRESS:

Barbara W. Holmes

8055 Fox Tail Way

~~Barbara W. Holmes~~

Mayne K. Hinckley

10168 Vixen Dr

~~Mayne K. Hinckley~~

Tareen K. Hinckley

10168 Vixen dr.

Tareen K. Hinckley

~~Ronald W. Blevins~~

~~10555 Fox Brush Dr.~~

~~Ronald W. Blevins~~

J. Brett Hatfield

10250 Foxbrush Dr.

J. Brett Hatfield

Denis Drouillard

10150 VIXEN DR.

DENIS DROUILLARD

Trent A. Holmes

8055 Fox Tail Way

~~Trent A. Holmes~~

Allan E. Walker

9901 Fox Brush Dr.

Christ R. Drouillard

10150 Vixen Dr.

Christine R. Drouillard

LAYNE C LARSEN

7922 Fox Tail Way

Layne C Larsen

THE GIBSON FAMILY TRUST
BY J. P. J. C. TRUSTEE

10100 Fox Brush

Fox Ridge * 2

2023000760

Melba Ann Lee 9880 Fox Ridge Dr.

Eric Newberry 9850 Fox Ridge Dr.

Joseph Humphrey 10033 Fox Brush
Joseph Humphrey

Maryann M. Harvey 10143 Foxbrush Dr.
MARYANN M. HARVEY

Daniel Gonzalez 10177 Fox Brush Dr
DANIEL GONZALEZ Boise Idaho

Lulama M. Gonzalez
LULAMA M GONZALEZ

Marci J Hatfield 10250 Fox Brush
Marcie J Hatfield Boise Idaho 83701

DeAnn B. Cox 10117 W. Vixen Dr.
DeAnn B. Cox Boise, ID 83709

Donald J. Smith 9870 Fox Ridge Dr. 31/3
Donald J. Smith Boise, ID 83709

Janis I. Smith

Janice J. Smith

Misti Newberry
Misti Newberry

9850 Fox Ridge Dr.
Boise id 83709 30/3

KANDY A. COPE

9976 Fox Brush
Boise ID 83709 10/3

2023000761

#2

Clement L. Keathley

~~Clement L. Keathley~~

Mary F. Huber-Thompson

~~Mary F. Huber-Thompson~~

Melanie Cope

Melanie Cope

9944 Fox Brush Dr.

9974 Fox Brush Dr.

RAY Val Boulter

~~Ray Val Boulter~~

10001 Foxbrush

Jimmy Kinzie

~~Jimmy Kinzie~~

11036 Fox Brush

Jeanne Hawkins

10068 Fox Brush

Jeanne Hawkins Formerly EVA Jean Hazelett

Margaret Dolan Margaret Dolan

10067 Fox Brush Dr. Boise

Jim Searles

10217 Fox Howard

~~Jim Searles~~

K Taylor Cox

~~K Taylor Cox~~

10117 W. Vixen Dr. Boise ID

83709

Gloria J. Ryan

10087 Vixen Dr.

~~Gloria J. Ryan~~

Boise, Id 83709

Darnell Bowers

Darnell Bowers

10023 Vixen Dr

Boise, Id 83709

Bob Bowers

~~Bob Bowers~~

11 11

Cheryl Carroll

10121 Fox Brush Dr

~~Cheryl Carroll~~

Boise 83709

CHARLES R. CARROLL

~~Charles R. Carroll~~

JOHN W. FARMER

~~John W. Farmer~~

10140 Fox Brush

Boise 83709

2023000762

LIANNE MARIE FAIRCHILD
Liane Marie Fairchild

10140 Fox Brush

JAYCE E. SIMPLOT
Jayce E. Simplot

10190 Fox Brush

JIM R WOODWARD
J R Woodward

10206 FOX BRUSH

5/4

Craig N. Sonoda

7963 Fox Tail Way

45/2

Craig N. Sonoda

Michelle Douglas

7444 Fox Tail Way

46/2

Michelle Douglas

Judy Larsen

7922 Fox Tail Wy

Judy Larsen

Victoria C. Pitchett

10196 Foxhound

Victoria C. Pitchett

" "

47

HAZZEL

10030 FOX BRUSH DR.

Josephine S. Kurkowski

10195 Foxhound DR.

Josephine S. Kurkowski

JUDITH L. BAKER

10159 VIXEN DR

Judith L. Baker

Katherine H. Kingsley

10090 VIXEN DR

Katherine H. Kingsley

PAUL W BARNETT

9950 VIXEN DR.

Paul W. Barnett

DOLLY WILSON

9940 VIXEN DR

Milly A. Wilson

2023000763

Robert C. Thompson

ROBERT C. THOMPSON

Michael M. Kurkowski

9944 FOX BRUSH DR

Poxhound 10195

Judith Angela Johnson-Linder

9965 Vixen Drive
Boise 83709

Judy Johnson

Russell Douglas Ryan

Russell D. Ryan

Diane T. Queen Hayward
~~Diane T. Queen Hayward~~

10001 W Vixen Dr
Boise, ID 83704
Vixen Dr
Boise ID 83704

Marcia L. Emery

Marcia L. Emery

JOE E. EMERY

Joe E. Emery

Tina M. Bush

Tina M. Bush

Janine C. Sonoda

Janine C. Sonoda

KURT GREGORY

Kurt G.

Douglas M. Goff

William G. Neuberger

William G. Neuberger

10060 Vixen Dr

Boise, ID 83709

10132 Vixen

Boise, ID 83709

7963 Fox Tail Dr

Boise, ID 83709

3009 Foxtail

11309 T. Bush Dr

10170 Foxglove Dr

2023000764

Vivian Newberger

Vivian Newberger

Lisa L. Barnett

Lisa L. Barnett

Robert E. Daley

Robert E. Daley

Marna Daley

Marna Daley

Robert C. Krogh

Robert C. Krogh

Morris F. Ormond

Morris F. Ormond

Sherry Pylican

Sherry Pylican

Rod Pylican

Rod Pylican

Barbara Krogh

Barbara Krogh

10170 Fox Brush Dr.

Boise ID 83709

9950 Vixen Dr

Boise, Id 83709

10099 Fox Brush Dr.

Boise, ID 83709

10099 Fox Brush Dr.

Boise, ID 83709

10026 Vixen Dr

Boise, Id. 83709

10160 Foxhound Dr.

Boise, Idaho 83709

10162 Vixen

Boise ID 83709

10162 Vixen

Boise ID 83709

10026 Vixen Dr.

Boise, Id 83709

Laurel Johnson
Laurel Johnson
10285 Foxbrush Rd
Boise Id 83709

Laurel Johnson
Laurel Johnson

2023000765

Billie A Haskin
Billie A. HASKIN
7991 Foxtail Way
Boise Idaho 83709

Jenny Sudano
JENNY SUDANO + *Steve Sudano*
9910 VIXEN
BOISE, ID 83709
STEVE SUDANO

STATE OF IDAHO)

: ss

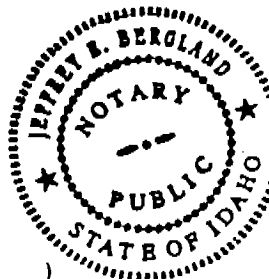
COUNTY OF ADA)

2023000786

On This 20th day of February, in the year 1996, before me, a Notary Public in and for said State, personally appeared MELBA ANN LEE, ERIC NEWBERRY, JOSEPH HUMPHREY, MARYANN M. HARVEY, DANIEL GONZALEZ, LUANN M. GONZALEZ, MARCI J. HATFIELD, DEANN B. COX, DONALD J. SMITH, JANIS I. SMITH, MISTI NEWBERRY, RANDY A. COPE, BARBARA W. HOLMES, DWAYNE K. HINCKLEY, TAREEN K. HINCKLEY, J. BRETT HATFIELD, DENIS DROUILLARD, TRENT D. HOLMES, ALLAN E. ALSAKER, CHRISTINE R. DROUILLARD, LAYNE C. LARSEN, CLARENCE L. KEATHLEY, MARY F. HUBER-THOMPSON, MELANIE COPE, RAY VAL BOULTER, NANCY HANDZEL, JEANNIE HAWKINS, AKA EVA JEAN HAMLETT, SUZANNE DOIAN, JIM SEARLES, K. TAYLOR COX, GLORIA J. RYAN, D. RYAN, BOWERS, ROB BOWERS, CHERYL CARRELL, CHARLES R. CARRELL, JOHN W. FAIRCHILD, LIANNE MARIE FAIRCHILD, JOYCE E. SIMPLOT, JIM R. WOODWARD, CRAIG N. SONODA, MICHELLE DUGAL, JUDY LARSEN, VICTORIA C. PRITCHETT, PHIL HANDZEL, JOSEPHINE S. KURKOWSKI, JUDITH L. BAKER AKA JUDITH BOWEN, KATHERINE H. KINGSLEY, PAUL W. BARNETT, POLLY A. WILSON, ROBERT C. THOMPSON, MICHAEL M. KURKOWSKI, JUDITH ANGELA JOHNSON, RUSSELL DOUGLAS RYAN, DIANE T. QUEEN HAGWOOD, MARCIA L. EMERY, JOE E. EMERY, TINA M. BUSH, JANINE C. SONODA, KURT GREGORY, DENISE MAS POPE, WILLIAM G. NEWBERGER, VIVIAN NEWBERGER, LISA L. BARNETT, ROBERT E. DALEY, MARNA DALEY, ROBERT C. KROGH, MERIS E. OMYRD, SHERRY PYLICAN, ROD PYLICAN, LAUREL JOHNSON, JERAL JOHNSON, BILLIE A. HASKIN, JIMMY SUDAKO, STEVE SUDAKO and BARBARA KROUGH, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Barbara Krough

Notary Public of Idaho
Residing at Boise, Idaho
Commission Expires: 1-3-97



Jeffrey B. Bergland
Notary Public of Idaho
Residing at Boise, Idaho
Commission Expires: 6-10-98

STATE OF IDAHO)

: ss

COUNTY OF ADA)

On This 22nd day of February, in the year 1996, before me, a Notary Public in and for said State, personally appeared STEPHEN P. GIBSON, known or identified to me to be the person whose name is subscribed to the within instrument as trustee of the GIBSON FAMILY TRUST and acknowledged to me that he executed the same as such Trustee.

Barbara Krough
Notary Public of Idaho
Residing at Boise, Idaho
Commission Expires: 1-3-97