

UNPLATTED

PLAT SHOWING

MAPLE HILL

A SUBDIVISION

A PORTION OF THE N1/2 NE1/4, SECTION 14, T.3N., R.1E., B.M

ADA COUNTY, IDAHO

1977

2-**REAL POINT
BEGINNING**

A horizontal scale bar with markings at 100, 50, 0, 100, 200, and 300 feet. The text "SCALE IN FEET" is centered below the bar.

STONE
HILL
COURT

THEFT

LEGEND

- Brass Cap
 o 5/8" x 30" Iron Pin
 • 1/2" x 24" Iron Pin
 ----- Public Utilities, Drainage
 and Irrigation Easement
 Wide from Property Line
 Where Not Dimensioned.
 ----- Match Line

BASIS OF BEARING

Basis of Bearing for this subdivision is on
the Modified State Plane Coordinate System
Combination Factor = 1.000176

7. All lot lines common to a public right-of-way line have a 10' wide permanent public utilities, drainage and irrigation easement.
8. Lot 29 Block 1 has a Blanket Easement for drainage and irrigation.

8. Lot 29 Block 1 has a Blanket Easement for drainage and irrigation.

CURVE DATA

CURVE RADII	Q	TANGENT LENGTH	CURVE BEARING
C-1 20.50'	90°00'00"	20.50'	43.18'
C-2 44.37'	48°23'00"	19.48'	220.09'
C-3 14.50'	90°00'00"	14.50'	43.18'
C-4 14.50'	135°12'24"	40.65'	83.52'
C-5 8.69.00'	26°44'00"	83.00'	123.71'
C-6 14.50'	90°00'00"	14.50'	43.18'
C-7 40.00'	145°33'33"	35.17'	20.01'
C-8 20.50'	90°00'00"	11.38'	20.01'
C-9 63.84'	54°00'00"	38'	60.00'
C-10 63.84'	54°00'00"	38'	60.00'
C-11 113.64'	77°44'00"	28.93'	49.83'
C-12 113.64'	77°44'00"	28.93'	49.83'
C-13 113.64'	77°44'00"	28.93'	49.83'
C-14 113.64'	77°44'00"	28.93'	49.83'
C-15 113.64'	77°44'00"	28.93'	49.83'
C-16 113.64'	77°44'00"	28.93'	49.83'
C-17 113.64'	77°44'00"	28.93'	49.83'
C-18 113.64'	77°44'00"	28.93'	49.83'
C-19 113.64'	77°44'00"	28.93'	49.83'
C-20 113.64'	77°44'00"	28.93'	49.83'
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C-22 113.64'	77°44'00"	28.93'	49.83'
C-23 113.64'	77°44'00"	28.93'	49.83'
C-24 113.64'	77°44'00"	28.93'	49.83'
C-25 113.64'	77°44'00"	28.93'	49.83'
C-26 113.64'	77°44'00"	28.93'	49.83'
C-27 113.64'	77°44'00"	28.93'	49.83'
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C-32 113.64'	77°44'00"	28.93'	49.83'
C-33 113.64'	77°44'00"	28.93'	49.83'
C-34 113.64'	77°44'00"	28.93'	49.83'
C-35 113.64'	77°44'00"	28.93'	49.83'
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C-43 113.64'	77°44'00"	28.93'	49.83'
C-44 113.64'	77°44'00"	28.93'	49.83'
C-45 113.64'	77°44'00"	28.93'	49.83'
C-46 113.64'	77°44'00"	28.93'	49.83'
C-47 113.64'	77°44'00"	28.93'	49.83'
C-48 113.64'	77°44'00"	28.93'	49.83'
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C-51 113.64'	77°44'00"	28.93'	49.83'
C-52 113.64'	77°44'00"	28.93'	49.83'
C-53 113.64'	77°44'00"	28.93'	49.83'
C-54 113.64'	77°44'00"	28.93'	49.83'
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C-56 113.64'	77°44'00"	28.93'	49.83'
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C-70 113.64'	77°44'00"	28.93'	49.83'
C-71 113.64'	77°44'00"	28.93'	49.83'
C-72 113.64'	77°44'00"	28.93'	49.83'
C-73 113.64'	77°44'00"	28.93'	49.83'
C-74 11			

CURVE	RADIUS	Δ	TANGENT	LENGTH	CHORD	CHORD BEARING
C-195	20.00	37°15'36"	10.95	20.00	18	N 80°02'15"E
C-196	45.00	99°52'11"	33.51	76.84	48	N 61°13'57"E
C-197	45.00	54°54'58"	25.93	50.84	28	N 70°02'15"E
C-198	45.00	72°12'10"	20.53	35.05	20	N 57°27'15"E
C-199	45.00	74°29'10"	24.20	58.49	34	S 69°02'15"E
C-200	20.00	32°17'12"	5.73	11.44	11	N 74°29'15"E
C-201	125.00	89°00'00"	33.14	125.00	62	N 75°29'15"E
C-202	140.00	89°00'00"	50.43	140.00	81	N 75°29'15"E
C-203	157.00	89°00'00"	8.87	17.22	9	N 68°53'58"E
C-204	157.00	21°12'10"	29.48	58.59	29	N 68°53'58"E
C-205	20.00	81°00'00"	17.13	18.33	10	N 33°23'00"E
C-206	20.00	81°00'00"	10.95	20.00	18	N 33°23'00"E
C-210	20.00	81°00'00"	10.95	20.00	25	N 44°57'15"E
C-211	20.00	89°00'12"	20.03	31.67	20	N 54°02'44"E
C-214	20.00	160°00'00"	0.00	0.00	0	N 89°00'00"E

NOTES

1. Lot 9 of Block I is a Recreational Vehicle Storage and Water Reservoir Lot.
2. Lot 1 in Block I is without Dry Line Sanitary Sewer and is Subject to Assessment when Sewer Service is made available on South Maple Grove Road.
3. Building Set-backs in this subdivision shall conform to the Applicable Zoning Regulations of Ada County and Boise City.
4. Restricted Access. No Lots in this subdivision shall be provided with a primary access to Franklin Road, unless said primary access is specifically approved by the Ada County Highway District.
5. Lot 51 of Block 4 is a Common Landscaped Area devoted to recreation and has a Blanket Easement for public utilities, drainage and irrigation.
6. Side yard lot lines within this subdivision have a 5' wide permanent public utilities, drainage and irrigation easement, except for Lots lying within Block 4, unless otherwise noted.

PLANNED DEVELOPMENT, INC.

Developers

Boise, Idaho

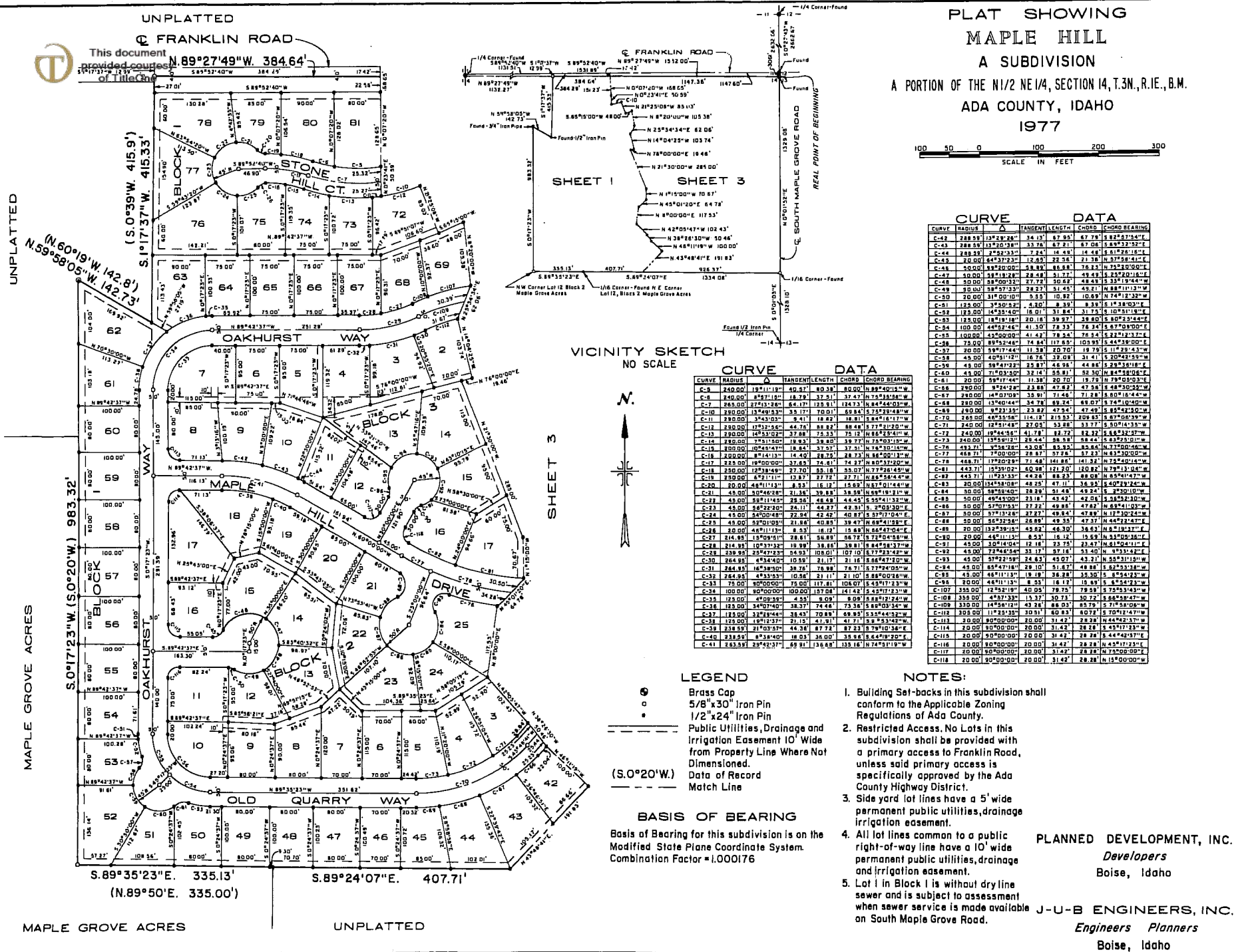
J-U-B ENGINEERS, INC

Engineers Planners

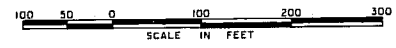
Boise, Idaho

SHEET 3 OF 3

UNPLATTED



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MAPLE HILL
A SUBDIVISION
A PORTION OF THE N1/2 NE1/4, SECTION 14, T.3N., R.1E., B.M.
ADA COUNTY, IDAHO
1977



CURVE DATA					
CURVE	RADIUS	Δ	TANGENT LENGTH	CHORD	CHORD BEARING
C-1	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-2	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-3	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
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C-6	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-7	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-8	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
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C-49	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-50	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-51	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-52	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-53	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-54	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-55	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
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C-65	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
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C-70	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-71	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-72	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-73	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-74	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-75	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-76	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-77	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-78	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-79	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-80	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-81	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-82	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-83	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-84	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-85	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-86	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-87	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-88	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-89	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-90	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-91	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-92	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-93	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-94	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-95	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-96	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-97	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-98	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-99	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E
C-100	288.59'	13°28'26"	34.13'	67.79'	S 82°27'54"E

- LEGEND**
- Brass Cap
 - 5/8"x30" Iron Pin
 - 1/2"x24" Iron Pin
 - Public Utilities, Drainage and Irrigation Easement 10' Wide from Property Line Where Not Dimensioned.
 - Data of Record
 - Match Line
- NOTES:**
- Building Set-backs in this subdivision shall conform to the Applicable Zoning Regulations of Ada County.
 - Restricted Access. No Lots in this subdivision shall be provided with a primary access to Franklin Road, unless said primary access is specifically approved by the Ada County Highway District.
 - Side yard lot lines have a 5' wide permanent public utilities, drainage and irrigation easement.
 - All lot lines common to a public right-of-way line have a 10' wide permanent public utilities, drainage and irrigation easement.
 - Lot 1 in Block 1 is without dry line sewer and is subject to assessment when sewer service is made available on South Maple Grove Road.
- PLANNED DEVELOPMENT, INC.**
Boise, Idaho
- Engineers Planners**
Boise, Idaho

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That Planned Development, 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, and that Kyle F. Ellis and Fern Ellis, husband and wife and H.D. Crosthwaite and Lorna C. Crosthwaite, husband and wife, do hereby certify that they are the owners of the real property described as follows:

of Title One

Beginning at a brass cap marking the Northeast corner of the NE 1/4 of Section 14, T. 3N., R. 1E., B.M., Ada County, Idaho, also said point being the REAL POINT OF BEGINNING; thence North 89°27'49" West 1,532.00 feet along the Northerly boundary of the said NE 1/4 of Section 14 to an iron pin; thence South 1°17'37" West 415.33 feet (formerly described as South 0°39' West 415.9 feet) to a 1/2 inch iron pin; thence North 59°58'05" West 142.73 feet (formerly described as North 60°19' West 142.8 feet) to a 3/4 inch iron pin; thence along the following courses and distances to iron pins: South 0°17'23" West (formerly described as South 0°20' West) 983.32 feet along the Westerly boundary of the East 10 acres of the said NE 1/4 of Section 14, which is also along the Easterly boundary of Maple Grove Acres, a subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 17 of Plats at pages 1131 and 1132, to a point marking the Northwest corner of Lot 12 of Block 2 of the said Maple Grove Acres; thence South 89°35'23" East 335.13 feet (formerly described as North 89°50' East 335.00 feet) along the Northerly boundary of the said Lot 12 of Block 2 of Maple Grove Acres to a point marking the Northeast corner of the said Lot 12 of Block of Maple Grove Acres, also said point marking the Southwest corner of the NE 1/4 of the said NE 1/4 of Section 14; thence South 89°24'07" East 1,334.08 feet along the Southerly boundary of the said NE 1/4 of the NE 1/4 of Section 14 to a point marking the Southeast corner of the said NE 1/4 of the NE 1/4 of Section 14; thence North 0°01'52" East 1,329.08 feet along the Easterly boundary of the said NE 1/4 of the NE 1/4 of Section 14, which is also the centerline of South Maple Grove Road, to the point of beginning, comprising 49.69 acres, more or less.

The streets, as shown on this plat of Maple Hill, 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 hereon 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 the _____ day of _____, 1977, in the office of the Ada County Recorder, Boise, Idaho.

IN WITNESS WHEREOF, We have hereunto set our hands this _____ day of _____, 1977.

Planned Development, Inc.

Patrick K. March
Patrick K. March, President

Bryce L. Peterson
Bryce L. Peterson, Secretary Treasurer

Kyle F. Ellis
Kyle F. Ellis

Fern Ellis
Fern Ellis

H.D. Crosthwaite
H.D. Crosthwaite

Lorna G. Crosthwaite
Lorna G. Crosthwaite

STATE OF IDAHO) ss
COUNTY OF ADA)

On this 1st day of July, 1977, before me, the undersigned, a notary public in and for said State, personally appeared Patrick K. March, known to me to be the President, and Bryce L. Peterson, known to me to be the Secretary Treasurer of Planned Development, 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 9-30-78

Gary D. Smith
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO) ss
COUNTY OF ADA)

On this 7 day of July, 1977, before me, the undersigned, a notary public in and for said State, personally appeared Kyle F. Ellis and Fern Ellis, husband and wife, and H.D. Crosthwaite and Lorna C. Crosthwaite, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

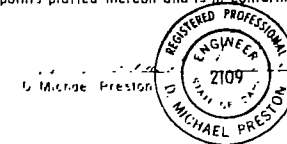
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

My commission expires 2/15/78

Lorraine Edwards
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 this plat of Maple Hill, 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



License No. 2109

APPROVAL OF CITY COUNCIL

I, John H. Diefenbach, City Clerk and for the City of Boise, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____ day of _____, 1977, the said plat of Maple Hill was duly accepted and approved.

John H. Diefenbach
John H. Diefenbach, City Clerk, Boise, Idaho

APPROVAL OF CITY ENGINEER

I, Charles R. Mickelson, City Engineer in and for the City of Boise, Ada County, Idaho, hereby

Charles R. Mickelson
Charles R. Mickelson, City Engineer, Boise, Idaho

CERTIFICATE OF COUNTY ENGINEER

I, Keith A. Loveless, Registered Engineer for Ada County, Idaho, hereby certify that I have checked this plat of Maple Hill and find that it complies with the State of Idaho Code relating to plats and surveys

Keith A. Loveless
County Engineer

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 14th day of July, 1977, by the Board of County Commissioners of Ada County, Idaho.

James J. Henderson
Chairman

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.

Central District Health Department

COUNTY RECORDER'S CERTIFICATE

Instrument No. 7734314

STATE OF IDAHO) ss
COUNTY OF ADA)

I hereby certify that this instrument was filed at the request of Planned Development, Inc. at 45 minutes past 3 o'clock P.M., this 22 day of July, 1977, in my office and was duly recorded in Book 42 of plats at pages 3440 and 3441 & 3442

Lorraine Edwards
Deputy

Clarence A. Planting
Ex-Officio Recorder

Fee \$ 5.00

ADA COUNTY ZONING COMMISSION

Approved: G. J. J.

PLAT APPROVED
ADA COUNTY ASSESSORS OFFICE

SHEET 2 OF 3

AP'D. BY Clarence A. Planting 7-2-77

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE MAPLE HILL SUBDIVISION

Date:

Recorded:

Instrument No.:

Revised
7828776

THIS DECLARATION is made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant."

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

The Maple Hill Subdivision, recorded in the office of the County Recorder of Ada County, Idaho, as Instrument No. 7734314 and filed in Book 42 of Plats, at pages 3440, 3441, and 3442.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held 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 said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Corporation" shall mean The Maple Hill Subdivision Corporation, a non-profit corporation, to be organized under the laws of the State of Idaho, and its successors and assigns.
2. "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation.
3. "Common Area" shall mean all real property, and appurtenances thereto, now or hereafter owned by the Corporation for the common use and enjoyment of the stockholders of the corporation. The Common Area to be owned by the Corporation upon its incorporation is described as follows:

Lot 9, Block 1, Lot 29, Block 1 and Lot 51, Block 4, Maple Hill Subdivision, as recorded in the Office of the County Recorder of Ada County, Idaho as Instrument No. 7734314, and filed in Book of Plats 42 at pages 3440, 3441, and 3442.

4. "Lot" shall mean and refer to any lot of land shown upon any recorded subdivision map of the properties with the exception

of Common Area, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots.

5. "Stockholder" shall mean and refer to every person or entity who holds stock in the Corporation.

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

7. "Declarant" shall mean and refer to the undersigned, its successors, heirs and assigns.

8. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such Lots or contiguous portions of two or more contiguous Lots if a building is constructed thereon.

9. "Set back" means the minimum distance between the dwelling unit or other structure referred to and a given street or road or lot line.

10. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

11. "Sewage System" shall mean and refer to the sewage disposal systems owned, operated and maintained by the Corporation as herein provided and as described on Exhibit A attached hereto and incorporated herein by reference.

ARTICLE II

STOCKHOLDER QUALIFICATIONS

1. Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any Lot with improvements thereon located within said property shall, by virtue of such ownership, be a stockholder of the Corporation. When more than one person holds such interest in any Lot, all such persons shall be stockholders. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Stock ownership shall be appurtenant to and may not be separated from ownership of any such Lot subject to assessment by the Corporation. Such ownership shall be the sole qualification for becoming a stockholder, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. The Corporation shall maintain a stockholder list and may require written proof of any stockholders' Lot ownership interest.

2. The financial reports, books and records of the Corporation may be examined, at reasonable times, by any stockholder or mortgagee.

ARTICLE IIIVOTING RIGHTS

The Corporation shall have one class of voting stock. Each stockholder shall be entitled to cast one vote or fractional vote as set forth herein for each Lot in which he holds the interest required for stock. Only one vote shall be cast with respect to each Lot. The vote applicable to any Lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provides otherwise and the Corporation has been notified, in writing, of such provision. Voting by proxy in accordance with the authorization contained in Article V of the Articles of Incorporation shall be permitted.

ARTICLE IVPROPERTY RIGHTS

1. Common Property Ownership. The Corporation shall own, operate, control and maintain the Common Area.

2. Stockholders' Easements of Enjoyment. Every stockholder of the Corporation shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Corporation to limit the number of stockholders permitted to use a particular part of the Common Areas at any one time;

(b) The right of the Corporation to suspend any stockholder's voting rights and/or right to use any of the recreational facilities owned by the Corporation, for any period during which any assessment against said stockholder's property remains unpaid; and for a period not exceeding thirty (30) days for each infraction of its published rules and regulations;

(c) The right of the Corporation to dedicate or transfer all or any part of the Common Areas to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the stockholders. No such condition or transfer shall be effective unless authorized by stockholders entitled to cast two-thirds (2/3) of the majority of the votes of the stock at a special or general stockholders' meeting and an instrument signed by the President and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every stockholder not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer; and

(d) The right of the Directors of the Corporation to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the stockholders of the

Corporation without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

3. Delegation of Use. Any stockholder may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, his right or enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers, providing they reside on the property.

ARTICLE V

MAINTENANCE ASSESSMENT AND MORTGAGEE RIGHTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said property; and each owner of any Lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Corporation (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 herein-after provided. The regular and special assessments, together with such interest thereon and cost of collection thereof, as herein-after provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Corporation shall not be used for any purpose other than promoting the recreation, health, safety and welfare of the residents in said property and in particular for the improvement and maintenance of said property, any Common Area, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of any structures situated upon said property and including, without being limited thereto, the payment of taxes and insurance on all or any part of said property. Subject to the above provision the Corporation shall determine the use of assessment proceeds.

3. Basis and Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first dwelling unit or lot to an owner, the maximum regular assessment shall be \$ 20.00 per month lawful money of the United States of America, for each lot or dwelling unit subject thereto, or such lesser sum as may be provided in the By-Laws.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner,

the maximum monthly assessment may be changed by a vote of the stockholders, provided that any such change shall be approved by the affirmative vote of not less than two-thirds (2/3) of the votes of stockholders who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all stockholders not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(b) In addition to the regular assessments authorized above, the Corporation 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 or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas or to the sewage systems, including the necessary fixtures and personal property related thereto, provided the assent of a two-thirds (2/3) majority of the complete votes represented by those stockholders who are voting in person or by proxy at the meeting duly called for this purpose is obtained, written notice of which shall be sent to all stockholders not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

4. Uniform Rate of Assessment. Both regular assessments and any special assessments must be fixed at a uniform rate for all Lots, and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors; except that assessments may be levied applicable to some Lots only, with prior consent by the owners of such Lots, if such procedure is considered equitable in the discretion of the Board in order to construct facilities to be available only to the stockholders desiring to pay for the cost thereof.

5. Quorum For Any Action Authorized Under Section 3. At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of stockholders or of proxies to cast sixty percent (60%) of all votes of the stockholders shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 3 and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the votes of stockholders who are voting in person or by proxy at such meeting. No subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

6. Date of Commencement of Annual Assessments: Due Dates. All Lots shall be subject to the annual or monthly assessments provided for herein on the first day of the month following the date the Common Area is conveyed to the Corporation. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment dates shall be established by the Board of Directors. The Corporation shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer

of the Corporation setting forth whether the assessments on a particular Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Effect of Nonpayment of Assessments: Remedies of the Corporation. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Secretary of the said Corporation shall file in the office of the County Recorder, Ada County, Idaho a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the whole Lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of the said County Recorder for Ada County, Idaho until the same has been paid or released as herein provided. Such lien may be enforced by said Corporation in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorneys' fees of the Declarant or of the Corporation, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and Attorneys' fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements and fees on appeal, and such owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. The sale or transfer of any Lot or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a judgment or decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien of such assessments.

9. Exempt property. The following property subject to this Declaration shall be exempt from the assessments created herein;

- (a) all properties expressly dedicated to and accepted by a local public authority;

(b) any Common Areas and Sewage System;

(c) all other properties owned by the Corporation; and

(d) property owned by the Declarant prior to the time a dwelling unit or other building is constructed thereon and occupied. However, no land or improvements occupied for a dwelling use shall be exempt from said assessments.

10. Notice to Mortgagees. The Corporation shall give to the mortgagee of any recorded mortgage, which has furnished to the Corporation its name and current address, written notification of any default by the mortgagor of performance with respect to such mortgagor's obligations under this declaration, By-laws of the Corporation or any duly adopted rules or regulations of the Corporation at least ten (10) days prior to the filing of suit by the Corporation to enforce those remedies with respect to such default.

11. Mortgagee's Approval. The Corporation shall not undertake or cause to be undertaken the following acts without the prior written consent of seventy-five (75) percent of the first mortgagees (based upon one vote for each mortgage,) if such acts would materially lessen the security of such mortgagees:

(a) Abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Corporation, except that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Corporation shall be permitted;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;

(c) Change, waive or abandon any scheme or regulations or enforcement thereof, pertaining to architectural design, appearance or maintenance of structures or improvements located on the properties; and

(d) Use hazard insurance proceeds for losses to any common area improvements for other than the repair, replacement or reconstruction of such improvements.

12. Corporation Budget. The Corporation shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Corporation's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Corporation for the next calendar year growing out of or in connection with the maintenance and operation of the Common Area and improvements and may include, among other things the cost of exterior maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping and care of grounds, repairs, renovations and paintings, to Common Areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Corporation under or by reason of this Declaration, the payment of any deficit remaining from a previous period, and the creation of any reasonable contingency or other reserve or surplus fund, as well as all costs and

expenses relating to the Common Area and improvements.

13. Repairs, etc. If any of the property, other than the sewage system located in the Common Area, and/or improvements is damaged or destroyed, the stockholders shall, at a special meeting called for that purpose, determine whether to rebuild, repair, restore, or otherwise take action with regard to such damage or destruction. A quorum shall be necessary for any such decision in accordance with the provisions of Paragraph Three (3) hereof and further, any such action shall be approved by the affirmative vote of not less than two-thirds (2/3) of the votes of stockholders who are voting in person or by proxy at such meeting duly called for this purpose, written notice of which shall be sent to all stockholders not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

If any part of the sewage system is damaged or destroyed the Corporation shall repair or replace the damage or destruction at the sole expense of the Corporation. Any such repair or replacement shall be undertaken immediately by the Corporation upon receipt of written notice of the damage or destruction and in all events within forty-eight (48) hours after receipt of the said notice. A quorum of the Board of Directors of the Corporation shall be necessary for the ratification and approval of any such decision to repair or replace damage or destruction to the sewage system. Any one (1) member of the Board of Directors may authorize the repair or replacement of any such damage or destruction.

ARTICLE VI

SEWAGE SYSTEM

1. General Rules of Law to Apply. Each sewage system (septic tank) which is built as part of the original construction of the homes upon the properties on or immediately adjacent to the dividing line between the lots owned by the different persons shall, to the extent not inconsistent with the provisions of this Article, be subject to the general rules of law regarding liability for property damage due to negligent or wilfull acts or omissions.

2. Maintenance. The septic tank portions of the sewage system shall be pumped when the sludge level reaches forty percent (40%) of the liquid depth or three (3) years, whichever shall first occur. The Corporation shall cause an annual inspection of the septic tanks and shall annually report in writing to Central District Health the number of septic tanks which have been pumped.

3. Destruction. If a sewage system is destroyed or damaged by any casualty, the repair shall be undertaken in accordance with Article V, Paragraph 13 hereof.

4. Arbitration. Any dispute concerning a sewage system (septic tank) or any provision of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrator shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators.

5. Encroachments. If any portion of a sewage system (septic tank) 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 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 such use as is necessary or advisable to make repairs and replacements; 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.

6. Sewer Hookup. At such time as the dry line sewers are made operational by connection to Boise City sanitary sewer systems collection trunks, the improvements located upon the lots within the Maple Hill Subdivision shall, within nine (9) months be connected thereto, and the Corporation hereby agrees to pay to Boise City all applicable connection fees and monthly service charges as prescribed by the Boise City Ordinances.

ARTICLE VII

ARCHITECTURAL CONTROL

1. Approval. No building, fence, wall, hedge, structure, addition, painting, improvement, obstruction, ornament, landscaping or planting shall be placed upon, added or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications therefor, including exterior color scheme, has been approved in writing by the Architectural Control Committee authorized by the Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision, being composed of Patrick K. March, Bryce L. Peterson, Shirley Peterson, and their successors. Three years after the first lot is sold, or until all lots within the subdivision have been sold, whichever shall last occur, the Board of Directors of the Corporation shall assume all responsibilities of the Committee.

ARTICLE VIII

MAINTENANCE AND INSURANCE

1. Maintenance of Common Areas and Sewage System. The Corporation shall maintain or provide for the maintenance of the Common Areas and the Sewage System. In the event that the need for such maintenance or repair is caused through the willful or negligent act or omission of the owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs may, in the discretion of the Directors, be added to and become a part of the assessment to which such Lot is subject, and a separate lien right shall arise and inure to the Corporation and shall be enforceable in the same manner as provided for in Article V, Paragraph 7 hereinabove. The Corporation shall have the right, after notice to the owner, to enter upon any Lot for the purpose of performing such maintenance at reasonable hours on any day.

2. Insurance. The Corporation shall obtain fire and extended coverage all risk insurance in an amount equal to 100% of the replacement cost of all insurable improvements located on Common Areas, which insurance shall name, as insured, the Corporation for the benefit of the owners. The Corporation shall also obtain fidelity coverage insuring against dishonest acts on the part of its directors, officers, employees, managers or volunteers responsible for handling funds collected and held for the benefit of the owners, which insurance shall name the Corporation as insured and shall be written in an amount at least 1 1/2 times the Corporation's estimated annual expenses and reserves. The Corporation shall obtain comprehensive public liability insurance covering all of the Common Areas, which insurance shall contain an endorsement precluding the insurer from denying the claim of an owner because of a negligent act of the Corporation or other owners.

ARTICLE IX

PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property located in Maple Hill Subdivision and shall be for the benefit of, and limitation upon, all present and future owners of said property or any interest therein:

(a) All improvements constructed upon Lots within the Maple Hill Subdivision shall be single family dwellings; provided, Declarant shall at all times have the right to construct, place, and erect model homes, and sales offices or facilities upon any lot. This restriction may not apply to any property annexed to this subdivision by past amendments or otherwise. Any annexed property shall have a separate and distinct Declaration of Covenants, Conditions and Restrictions.

(b) Unless written approval is first obtained from the Board of Directors, no sign or any kind shall be displayed to public view on any building or building site on said property except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the developer or lot owner to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately except that the Declarant and only Declarant or its agent may post a "sold" sign for a reasonable period following a sale.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats, or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose and shall not be allowed in the Common Area.

(d) No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash, or other waste shall be kept or maintained on any part of said property except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(e) No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No trailer, camper, mobile home, camper-truck, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property. No residence shall have an antenna of any kind or type protruding from the residence.

(g) Parking of boats, snowmobiles on or off trailers, trailers, motorhomes, motorcycles, trucks in excess of 3/4 tons, truck-campers, any recreational vehicle and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Board of Directors. All other parking of equipment shall be prohibited except as approved in writing by the Board of Directors.

(h) No owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Board of Directors.

(i) No garage door shall remain open for any time period except during ingress and egress of vehicles or individuals.

ARTICLE X

EASEMENTS

(a) General. All conveyances of land situate in the said property, made by the Declarant, and by all persons claiming by, through or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and except the following enumerated easements each Lot of the said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement save and except an easement for the purpose of building, constructing, repairing and maintaining improvements thereon and underground or concealed electric and telephone lines, gas, water, or storm drainage lines, radio or television cables or the sewage system, and other services now or hereafter commonly supplied by public utilities, municipal corporations, or the Corporation and all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Corporation by covenants and restrictions recorded and approved as hereinabove provided; said easements, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Corporation in the interests of securing maximum safe usage of said property. (See also easement for encroachments specified in Article VI.) A further mutual and reciprocal easement for sidewalk purposes is granted and reserved over and across the Common Areas in the said property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said property, their tenants and guests, subject, however, to rules and regulations reasonably restricting the right to use thereof for the safety and welfare of the public as may be promulgated from time to time by the Corporation and/or public authority. Emergency vehicles including, but not limited to, police, fire and ambulance vehicles, and personnel shall be permitted access at any time to the Common Area.

(b) Easements Special to Lots Number 1 through 51, Block 4. There is hereby specifically reserved upon each Lot (servient tenement) for the benefit of the adjoining Lot (dominant tenement) upon which a residential dwelling or structure is located

immediately adjacent to (or within) four (4) feet of the common lot line, a four (4) foot wide "non-exclusive" easement the length of and adjoining the common lot line between the dominant and servient tenements, in, under, over and through which the dominant tenement owner or his agents may pass to perform such work during daylight hours as may be necessary or required in connection with the maintenance, repair, or restoration of the dominant tenement Lot owner's residential dwelling and/or structure. The owner of the dominant tenement shall not be liable for reasonable damage to or removal of any structures, decorations, or landscaping existing, erected or growing in the four (4) foot wide easement, which is occasioned by the work performed on the dominant tenement dwelling house and/or structure pursuant to the terms hereof, provided the dominant tenement owner shall cause at his sole expense a reasonable repair and/or restoration to any such damage.

ARTICLE XI

GENERAL PROVISIONS

1. Enforcement. The Corporation, or any owner, or the owner of any recorded mortgage upon any part of said property, 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 Corporation, 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. In the event suit is brought to enforce the covenants contained herein, the prevailing party shall be entitled to recover a reasonable attorney fee in addition to allowable costs.
2. Severability. Invalidity 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.
3. Term of Restrictions and Amendment. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2007, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two-thirds of the platted Lots, by an instrument or instruments in writing, duly signed and acknowledged by them shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for records in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and deeds in which these Restrictive Covenants are set forth and all amendments thereof.
4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Corporation any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.
5. Insurance - Assessment. The Corporation shall assess the cost of any insurance required by the terms of this Declaration of Covenants, Conditions and Restrictions as part of the assessment provided for in Paragraph V hereof.
6. Benefit of Provisions - Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be

enforceable by Declarant, the Corporation and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Corporation or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

7. Assignment by Declarant. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Corporation 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 and assume such duties it shall, to the extent of 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 the Declarant alone, so long as it owns any interest in any portion of said property.

8. Mortgagees Right to Satisfy Obligations of the Corporation. In the event, that the Corporation fails to pay any debt or sum lawfully owned by it, for which a lien has been placed against the Corporation common property, or in the event that the Corporation fails to pay premiums due on insurance policies required by these covenants, the lapse of which would jeopardize a mortgagee's security, a mortgagee may pay said sum or premium after first having served five (5) days written demand for such payment on the Corporation. In the event that the Corporation has allowed said insurance policies to lapse, a mortgagee whose security is jeopardized thereby may secure new comparable insurance coverage. In the event a mortgagee makes payments allowed hereunder, it shall be entitled to prompt reimbursement from the Corporation.

ARTICLE XII

APPROVAL OF PLANS

Plans of all buildings and fences to be erected to any building site embraced in the plat must be submitted to the Architectural Control Committee established in Paragraph VII hereof, which shall also exercise the rights herein reserved. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location on the particular building site, shall be submitted to the Committee before any construction or alteration is started, and such construction or alteration shall not be commenced until written approval therefor is given by the Committee.

No plan shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two members of the Committee provided that approval shall be deemed given if the Committee fails to approve or disapprove a proposed change or to make additional requirements or request additional information within forty-five (45) days after a full and complete description of the proposed change has been furnished in writing to the Committee with a written and specific request for approval.

Owners agree that the actions of the Committee shall be wholly discretionary and shall be binding upon Owners whether exercised or not.

As to all improvements, constructions and alterations upon any building site, the Committee shall have the right to refuse improvements, construction or alterations, which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing upon such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or other structure or alterations therein as planned when viewed from the adjacent or neighboring property effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors which, the Committee's opinion, shall affect the desirability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as approved.

Owners specifically agree with Declarant that such Committee, its members and the Declarant shall incur no liability for any omission or act by any of said above-named parties under Article XII of these restrictions. In the event of death or resignation of a member, the remaining two members shall have full authority to act and within a reasonable time after the occurrence of such vacancy, shall appoint a replacement.

Declarant reserves the right to construct residences and other improvements upon any residential lot building site in said subdivision, and to offer said lots together with the completed residence and structures thereon for sale to individual owners.

ARTICLE XIII

PROSECUTION OF CONSTRUCTION WORK

The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, yard turfing and landscaping, within 8 months from the date of commencement of construction unless prevented by causes beyond the control of the Owner and only for such time that such cause continues.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of September, 1977.

PLANNED DEVELOPMENT, INC.

ATTEST:

Secretary

By:

President

STATE OF IDAHO)

) ss.

County of Ada)

On this 1st day of September, 1977, before me,
the undersigned, a Notary Public in and for said State, per-
sonally appeared Patricia R. Murch and
Boyer B. Murch, known to me to be the
President and Secretary respectively of PLANNED DEVELOPMENT,
INC., an Idaho corporation, executing the foregoing instrument
and acknowledged to me that they executed the same for and on
behalf of said corporation.

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

Edward J. Green
Notary Public for the State of Idaho
Residing at Boise, Idaho.

Ada County, Idaho, ss.

Request of

SALE OF TITLE

TIME 8:00 P. M.

DATE 9-28-77

CLARENCE A. PLANTING

RECORDER

By J. E. Murch
Deputy

71500

EXHIBIT "A"

384 114

The sewage system shall consist of, but not be limited to, the following components: a septic tank to which has been fitted a stand pipe rising to the surface of the ground and containing a manhole cover accessible at ground level, a sewer line from the septic tank to a disposal field, and a subsurface soil absorption disposal field. The sewage system shall begin at the inlet end of the septic tank and shall include only those components necessary for maintenance of the system, treatment of sewage and distribution of the treated sewage. All components shall be constructed and installed to local health department regulations.

Revised
STATE OF UTAH, COUNTY OF ANAS, ss

Filed for record at the request of *William Taylor Thompson et al.*
00 Min. past 10 o'clock A. M. this 1st day of June 1978

CLARENCE A. PIERCE, Recorder

By *Richard L. Miller* Deputy

1600

7867343

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE MAPLE HILL SUBDIVISION

Recorded:

Instrument No.:

THIS AMENDMENT to that certain Declaration set out above is made on the date hereinafter set forth, by the undersigned, being all of the property owners of Maple Hill Subdivision.

ARTICLE V

420 1428

Paragraph 13 of Article V is hereby amended to read as follows:

13. Repairs, etc. Except as hereinafter provided with respect to the sewage system and irrigation pipeline, if any of the property or improvements located in the Common Area is damaged or destroyed, the stockholders shall, at a special meeting called for that purpose, determine whether to rebuild, repair, restore, or otherwise take action with regard to such damage or destruction. A quorum shall be necessary for any such decision in accordance with the provisions of paragraph 3 of this Article and further, any such action shall be approved by the affirmative vote of not less than two-thirds (2/3) of the votes of stockholders who are voting in person or by proxy at such meeting duly called for this purpose, written notice of which shall be sent to all stockholders not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

If any part of the sewage system is damaged or destroyed the Corporation shall repair or replace the damage or destruction at the sole expense of the Corporation. Any such repair or replacement shall be undertaken immediately by the Corporation upon receipt of written notice of the damage or destruction and in all events within forty-eight (48) hours after receipt of the said notice. A quorum of the Board of Directors of the Corporation shall be necessary for the ratification and approval of any such decision to repair or replace damage or destruction to the sewage system. Any one (1) member of the Board of Directors may authorize the repair or replacement of any such damage or destruction.

There is an irrigation pipeline running through the subdivision, the description for the approximate centerline of which is attached hereto as Exhibit A. The irrigation ditch for which the pipeline is a conduit is commonly referred to as the Fawcett Ditch. If any part of the irrigation pipeline running through the subdivision is damaged or destroyed, repair or replacement of such damage or destruction shall be accomplished as set out in the immediately preceding paragraph with respect to the sewage system. The corporation and its agents shall have a right of easement for access to the irrigation pipeline, which easement extends to all property within the subdivision, for the purpose of accomplishing repair or replacement of damage or destruction as herein provided. The corporation

will be responsible, to the extent which is reasonably feasible, for replacing grass, shrubbery, trees, and the like, damaged or destroyed out of necessity in connection with its obligations hereunder, and returning the property to a condition comparable to that which existed prior to the repair work.

Article V is further amended by the addition of a new paragraph, which shall be denominated and provide as follows:

14. Separate Fund - Septic Tank Repair. A portion of the regular monthly assessment, as determined by not less than two-thirds (2/3) of the votes of stockholders voting in person or by proxy at a regular meeting duly called for this purpose shall be allocated to a separate fund and used solely for the maintenance, repair, and replacement of the sewage system.

ARTICLE IX

420 1429

Article IX is amended by the addition of a new section which shall be denominated and provide as follows:

(j) An owner shall not enter into any lease agreement on a building site unless the lessee shall agree in writing that the lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, and the Articles of Incorporation and By Laws of The Maple Hill Subdivision; and shall further specify that the failure by the lessee to comply with the terms of the aforementioned documents shall be a default under the lease. All such leases shall be in writing.

All the other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

DESCRIPTION FOR
THE APPROXIMATE CENTERLINE OF AN IRRIGATION PIPELINE
RUNNING THROUGH MAPLE HILL, A SUBDIVISION,
A PORTION OF THE N 1/2 NE 1/4, SECTION 14,
T.3N., R.1E., B.M.,
ADA COUNTY, IDAHO

The approximate centerline of an irrigation pipeline running through Maple Hill, a subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 42 of Plats at pages 3440, 3441 and 3442 and lying in the N 1/2 of the NE 1/4 of Section 14, T.3N., R.1E., B.M., Ada County, Idaho and more particularly described as follows:

Beginning at the Northeast corner of the said N 1/2 of the NE 1/4 of Section 14;

thence South 0°01'52" West 940.15 feet along the Easterly boundary of the said N 1/2 of the NE 1/4 of Section 14, which is also the centerline of South Maple Grove Road, to a point;

thence North 89°58'08" West 35.50 feet to a point, also said point being the REAL POINT OF BEGINNING;

thence Southwesterly along a curve to the left 54.16 feet, also said curve having a central angle of 8°16'28", a radius of 375.00 feet; tangents of 27.13 feet and a long chord of 54.11 feet bearing South 59°38'14" West to a point of reverse curve;

thence South 63°46'28" West 113.90 feet to a point of curve; 420 1430

thence Southwesterly along a curve to the left 54.16 feet, also said curve having a central angle of 8°16'28", a radius of 375.00 feet, tangents of 27.13 feet and a long chord of 54.11 feet bearing South 59°38'14" West to a point of reverse curve;

thence Southwesterly along a curve to the right 280.39 feet, also said curve having a central angle of 55°23'48", a radius of 290.00 feet, tangents of 152.24 feet and a long chord of 269.59 feet bearing South 83°11'54" West to a point of ending of curve;

thence North 75°23'12" West 163.40 feet to a point of beginning of curve;

thence Northwesternly along a curve to the right 274.73 feet, said curve having a central angle of 46°17'51", a radius of 340.00 feet, tangents of 145.36 feet and a long chord of 267.32 feet bearing North 39°57'14" West to a point of ending of curve, also said point being a point of beginning of curve;

thence continuing Northwesternly along a curve to the left 157.18 feet along a line Westerly of and parallel to the centerline of Quarry Way, said curve having a central angle of 19°00'00", a radius of 474.00 feet, tangents of 79.32 feet and a long chord of 156.47 feet bearing North 19°45'00" West to a point of tangent;

thence North 29°15'00" West 83.00 feet along a line Westerly of and parallel to the said centerline of Quarry Way to a point of curve;

thence Northwesterly along a curve to the right 187.20 feet along a line Westerly of and parallel to the said centerline of Quarry Way, said curve having a central angle of $31^{\circ}00'00''$, a radius of 346.00 feet, tangents of 95.95 feet and a long chord of 184.93 feet bearing North $13^{\circ}45'00''$ West to a point of tangent;

thence North $1^{\circ}45'00''$ East 75.73 feet along a line Westerly of and parallel to the said centerline of Quarry Way to a point of beginning of curve;

thence Southwesterly along a curve to the left 185.70 feet along a line Northerly of and parallel to the centerline of Oakhurst Way, said curve having a central angle of $29^{\circ}28'21''$, a radius of 361.00 feet, tangents of 94.95 feet and a long chord of 183.66 feet bearing South $79^{\circ}14'10''$ West to a point of reverse curve;

420 1431

thence continuing Southwesterly along a curve to the right 94.05 feet along a line Northerly of and parallel to the said centerline of Oakhurst Way, said curve having a central angle of $25^{\circ}47'23''$, a radius of 208.95 feet, tangents of 47.84 feet and a long chord of 93.26 feet bearing South $77^{\circ}23'42''$ West to a point of tangent;

thence North $89^{\circ}42'37''$ West 352.01 feet along a line Northerly of and parallel to the said centerline of Oakhurst Way to a point on the Westerly boundary of the said Maple Hill, said point bears North $1^{\circ}17'37''$ East 19.40 feet from the Southwest corner of Lot 63 of Block 1 of the said Maple Hill, also said point being the point of ending of the above described approximate centerline of an irrigation pipeline.

EXHIBIT A

Robert H. Mayberry
Notary Public for Oregon 7-4-80

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

<u>Name</u>	<u>Date Signed</u>	<u>Legal Description of Property Owner</u>
<u>Dorothy J. [Signature]</u>	<u>10-4-78</u>	<u>LOT 14 Block 1</u>
<u>Pat Linehan</u>	<u>10-4-78</u>	<u>LOT 20 Block 1</u>
<u>J. Notland</u>	<u>10-4-78</u>	<u>LOT 21 Block 1</u>
<u>Richard F. Goodson</u>	<u>10-4-78</u>	<u>LOT 26 Block 1</u>
<u>Ann Bonner</u>	<u>10-4-78</u>	<u>LOT 12 Block 3</u>
<u>Dorothy J. Miller</u>	<u>10-4-78</u>	<u>Lot # 19 Block 2</u>
<u>Ronald A. Miller</u>	<u>10-5-78</u>	<u>Lot # 14 Block 2</u>
<u>William L. [Signature]</u>	<u>10/5/78</u>	<u>Lot # 6 Block 1</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

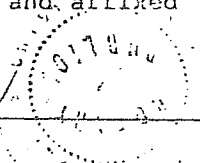
420 1436

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 4th day of Dec, 1978.

Notary J. [Signature]
Notary Public for Idaho



Name

Legal Description
of Property Owned

2 Oct 78

1/ 5454

1-21

۱۰۵۵

4 Oct 78

COT 22 BLK 1

4 Oct 78

LOT 2.3 B/C

420 1437

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 4th day of Oct., 1978.

Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

[illegible]

420 1438

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 5th day of April, 1978.

Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

<u>Name</u>	<u>Date Signed</u>	<u>Legal Description of Property Owned</u>
<u>Douglas Allen</u>	<u>9-18-78</u>	<u>Lot 32 BIK 1</u> ①
<u>Douglas Allen</u>	<u>9-18-78</u>	<u>Lot 33 BIK 1</u> ①
<u>James Hill</u>	<u>9-18-78</u>	<u>Lot 14 BIK 1</u> ①
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 15 BIK 1</u> ②
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 16 BIK 1</u> ③
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 17 BIK 1</u> ④
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 18 BIK 1</u> ⑤
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 19 BIK 1</u> ⑥
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 20 BIK 1</u> ⑦
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 21 BIK 1</u> ⑧
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 22 BIK 1</u> ⑨
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 23 BIK 1</u> ⑩
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 24 BIK 1</u> ⑪
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 25 BIK 1</u> ⑫
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 26 BIK 1</u> ⑬
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 27 BIK 1</u> ⑭
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 28 BIK 1</u> ⑮
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 29 BIK 1</u> ⑯
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 30 BIK 1</u> ⑰
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 31 BIK 1</u> ⑱
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 32 BIK 1</u> ⑲
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 33 BIK 1</u> ⑳
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 34 BIK 1</u> ㉑
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 35 BIK 1</u> ㉒
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 36 BIK 1</u> ㉓
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 37 BIK 1</u> ㉔
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 38 BIK 1</u> ㉕
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 39 BIK 1</u> ㉖
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 40 BIK 1</u> ㉗
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 41 BIK 1</u> ㉘
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 42 BIK 1</u> ㉙
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 43 BIK 1</u> ㉚
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 44 BIK 1</u> ㉛
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 45 BIK 1</u> ㉜
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 46 BIK 1</u> ㉝
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 47 BIK 1</u> ㉞
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 48 BIK 1</u> ㉟
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 49 BIK 1</u> ㊱
<u>Richard J. Smith</u>	<u>9-18-78</u>	<u>Lot 50 BIK 1</u> ㊲

420 1439

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 22nd day of Sept, 1978.

Donald Hill
Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

Name

Date Signed _____

Legal Description of Property Owned

Larry A. Popoff

10-21-79

Lat 7 Nib 1 Temple Hill

420 1441

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 26 day of Oct, 1978.

Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

Name

Date Signed _____

Legal Description of Property Owned

Jeff Thomas

10-24

Lot 13 Bpk 2 Maple H. C's

420 1442

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 24 day of Oct., 1978.

Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

[illegible]

STATE OF IDAHO)
) ss.
County of Ada.)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 17 day of Nov, 1978.

Donald Brown
Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 15th day of November, 1978.

Mary L. Hall
Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

Name

Date Signed _____

Legal Description of Property Owned

Alvin L. Hoegw 11-8-78 L-37 Block 1 Maple Hills

420 1448

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 8 day of May, 1978.

L. Arnold Brown
Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

Name

Date Signed

Legal Description
of Property Owned

Doug JAYO

Lot 8 - Block 3

Teacher's Exp. Mar. 12, 1938

420 1449

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 20th day of November 1978.

Notary Public For Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

[illegible]

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day of , 1978.

Max. S. Hall
Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

~~420 1451~~

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

Mary J. Stalt
Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

[illegible]

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 10th day of April, 1978.

Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

[illegible]

STATE OF IDAHO)
) ss.
County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 21 day of Nov, 1978.

Alfred Brown
Notary Public for Idaho

IN WITNESS WHEREOF, the undersigned, being all of the property owners of The Maple Hill Subdivision, have hereunto set their hands and seals the month, day and year set out beside their respective signatures.

~~420 1456~~

On the month, day and year set out above beside the respective signatures, before me, a notary public in and for said state, personally appeared those certain persons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for The Maple Hill Subdivision.

Alan H. Brown
Notary Public for Idaho

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Donald Brown
Notary Public for Idaho

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AMENDMENTS TO THE DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS FOR
MAPLE HILL SUBDIVISION

These amendments to those certain declarations of Covenants, Conditions & Restrictions for Maple Hill Subdivision set out and recorded previously in the records of Ada County as Instrument No. 7746623 and re-recorded as Instrument No. 7828776 are made on the date hereinafter set forth by the undersigned being the Board of Directors of the Maple Hill Subdivision, said amendments having been duly voted upon and agreed to in writing by not less than two-thirds of the owners of legal title to platted lots of said subdivision.

ARTICLE VI.

The title of Article VI is hereby amended to read as follows:

"Residential sewage systems"

Paragraph 3 of Article VI is hereby amended to read as follows:

3. Destruction. If a residential sewage system is destroyed or damaged by any casualty, the repair may be paid for by the corporation in accordance with Article V, Paragraph 13 hereof, subject to the discretion of the Board of Directors, after reviewing the findings of the repairmen or other individuals hired to repair or replace the system, as the same relate to probable causation of the damage or destruction. Should it appear that the damage or destruction is the result of negligence or willful acts or omissions of the homeowner, such repair expenses shall be borne in full by the homeowner.

Paragraph 6 of Article VI is hereby amended to read as follows:

6. Sewer Hookup. At such time as the dry line sewers are made operational by connection to Boise City sanitary sewer systems collection trunks, the improvements located upon the lots within the Maple Hill Subdivision shall, within nine (9) months be connected thereto. All connection fees and monthly service charges shall be the individual responsibility of the user-homeowner, and shall not be the responsibility of the Corporation.

ARTICLE V.

Paragraph 9 of Article V is hereby amended to read as follows:

9. Exempt Property. The following property subject to this declaration shall be exempt from the assessments authorized herein;

- (a) All properties expressly dedicated to and accepted by a local public authority;
- (b) Any Common Areas and Sewage System;
- (c) All other properties owned by the Corporation.

Ronald V. Zarbnisky
President

Sharon S. Kerr
Secretary

STATE OF IDAHO,)
 :SS.
County of Ada.)

On this 28th day of July, 1983, before me, a Notary Public in and for said State, personally appeared RONALD V. ZARBNIISKY and SHARON S. KERR, known to me or proved to me on their oath to be the President and Secretary of MAPLE HILL SUBDIVISION CORPORATION that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same, and that the same was done pursuant to resolution and the By-Laws of the corporation.

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

Ada County, Idaho. SS.

Request of

COMMONWEALTH TITLE

TIME 4:10 P.M.

DATE 10/26/83

DEFEASANCE

BY Sharon S. Kerr

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho

8721965

AMENDMENTS TO THE DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS FOR
MAPLE HILL SUBDIVISION

These amendments to those certain declarations of Covenants, Conditions & Restrictions for Maple Hill Subdivision set out and recorded previously in the records of Ada County as Instrument No. 7746623 and re-recorded as Instrument No. 7828776 are made on the date hereinafter set forth by the undersigned being the Board of Directors of the Maple Hill Subdivision, said amendments having been duly voted upon and agreed to in writing by not less than two-thirds of the owners of legal title to platted lots of said subdivision.

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Paragraph 9 of Article V is hereby amended to read as

9560001084

follows:

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- (a) All properties expressly dedicated to and accepted by a local public authority;
- (b) Any Common Areas and Sewage System;
- (c) All other properties owned by the Corporation.

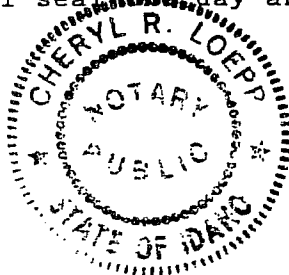
Donald L. Griffiths
PRESIDENT

Phyllis N. Evans
SECRETARY

STATE OF IDAHO)
County of Ada)

On this 15 day of April 1987, before me, a Notary Public in and for said State, personally appeared Donald L. Griffiths and Phyllis N. Evans and N/A, known to me or proved to me on their oath to be the President and Secretary of Maple Hill Subdivision Corporation that executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same, and that the same was done pursuant to resolution and the By-Laws of the Corporation.

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



Cheryl R. Loepf
Notary Public for Idaho
Residing at Boise, Idaho

AMENDMENTS TO THE DECLARATION - 2

Ada County, Idaho ss
Request of
Donald Griffiths
TIME 11:00 A.M.
DATE 4-15-87
JOHN BASTIDA
RECORDER
By S. Savelland
Deputy
400

After recording return to:

Lauren Maiers Reynoldson
Spink Butler, LLP
PO Box 639
Boise, ID 83701

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/18/04 04:18 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer

AMOUNT 9.00 3



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FOR RECORDING INFORMATION

**FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

THE MAPLE HILL SUBDIVISION

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for the Maple Hill Subdivision (this "Amendment") is made this 17th day of NOVEMBER, 2004, by The Maple Hill Subdivision Corporation, an Idaho nonprofit corporation (the "Corporation").

RECITALS

A. On September 28, 1977, the Corporation caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for the Maple Hill Subdivision in the real property records of Ada County, Idaho, as Instrument No. 7746623 and rerecorded on June 1, 1978 as Instrument No. 7828776, as further amended to date (collectively, the "Declaration"), which Declaration encumbers that certain real property legally described in the Declaration (the "Property").

B. United Water Idaho Inc., an Idaho corporation, formerly known as Boise Water Company ("UWID") is the owner of that certain real property described as Lot 9, Block 1, Maple Hill Subdivision, as recorded in the records of Ada County, Idaho, as Instrument No. 7734314, and filed in Book of Plats 42 on pages 3440, 3441, and 3442 ("Lot 9, Block 1").

C. Concurrent with the recordation of this Amendment, the parties are recording certain agreements to vacate mutual easements over and across Lot 9, Block 1. By way of this Amendment, the parties desire to amend the Declaration to remove Lot 9, Block 1 from the scope of the Declaration.

D. Pursuant to Article XI, Section 3 of the Declaration, the Owners have the right to amend the Declaration, which amendment shall be in writing signed and acknowledged by the Corporation certifying and attesting that such Amendment has been approved by the vote or written consent of Owners representing more than two-thirds (2/3) of the votes in the Corporation.

E. The Owners, representing more than two-thirds (2/3) of the votes of the Corporation, at a duly noticed meeting of the Corporation held on Nov. 16, 2004, voted to approve the Amendment to the Declaration as set forth herein.

NOW, THEREFORE, the Corporation hereby declares the Property, and each lot, parcel or portion thereof, (except as expressly set forth in this Amendment) is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms,

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

1. The Recitals attached hereto are true and correct and incorporated into this Amendment as if set forth in full herein.

2. Effective as of the date of this Amendment, the definition of "Common Area" in Article I, Section 3 is deleted in its entirety, and the following Article I, Section 3 is substituted therefor:

"Common Area" shall mean all real property, and appurtenances thereto, now or hereafter owned by the Corporation for the common use and enjoyment of the Owners and of the Corporation. The Common Area to be owned by the Corporation is described as follows:

Lot 29, Block 1 and Lot 51, Block 4, Maple Hill Subdivision, as recorded in the Office of the County Recorder of Ada County, Idaho as Instrument No. 7734314, and filed in Book of Plats 42 at pages 3440, 3441, and 3442.

3. Any and all references to Lot 9, Block 1 are hereby deleted from the scope of the Declaration, and the Corporation agrees that the provisions of the Declaration shall no longer apply to Lot 9, Block 1.

4. Capitalized terms used but not defined herein shall have the same meaning as in the Declaration.

5. Upon the recording hereof, the terms and provisions set forth in the Declaration recorded as Instrument No. 7746623 and rerecorded as Instrument No. 7828776, as further amended to date, shall be amended by the terms hereof. Except as amended hereby, all terms of the Declaration shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Declaration, this Amendment shall control.

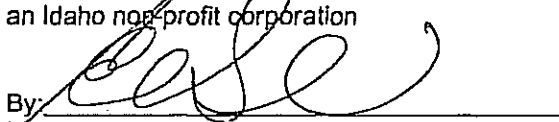
The undersigned, does hereby certify that:

He is the duly elected and acting President of The Maple Hill Subdivision Corporation, an Idaho nonprofit corporation; and

This Amendment was duly approved and adopted by the vote of Owners of the Corporation representing more than two-thirds (2/3) of the votes of the Corporation at a duly noticed meeting of the Corporation held on NOV 16, 2004.

IN WITNESS WHEREOF, the undersigned has subscribed his hand and attests the act of the Owners and the Corporation this 17 day of NOV, 2004.

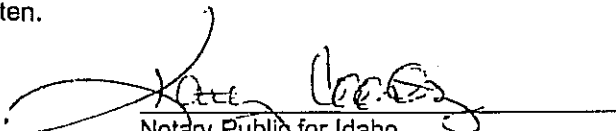
THE MAPLE HILL SUBDIVISION CORPORATION,
an Idaho non-profit corporation

By: 
Its: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of NOV., 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared THE BARNES, known or identified to me to be the President of The Maple Hill Subdivision Corporation, the corporation that executed the 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 for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-09

