

KEYNOTES

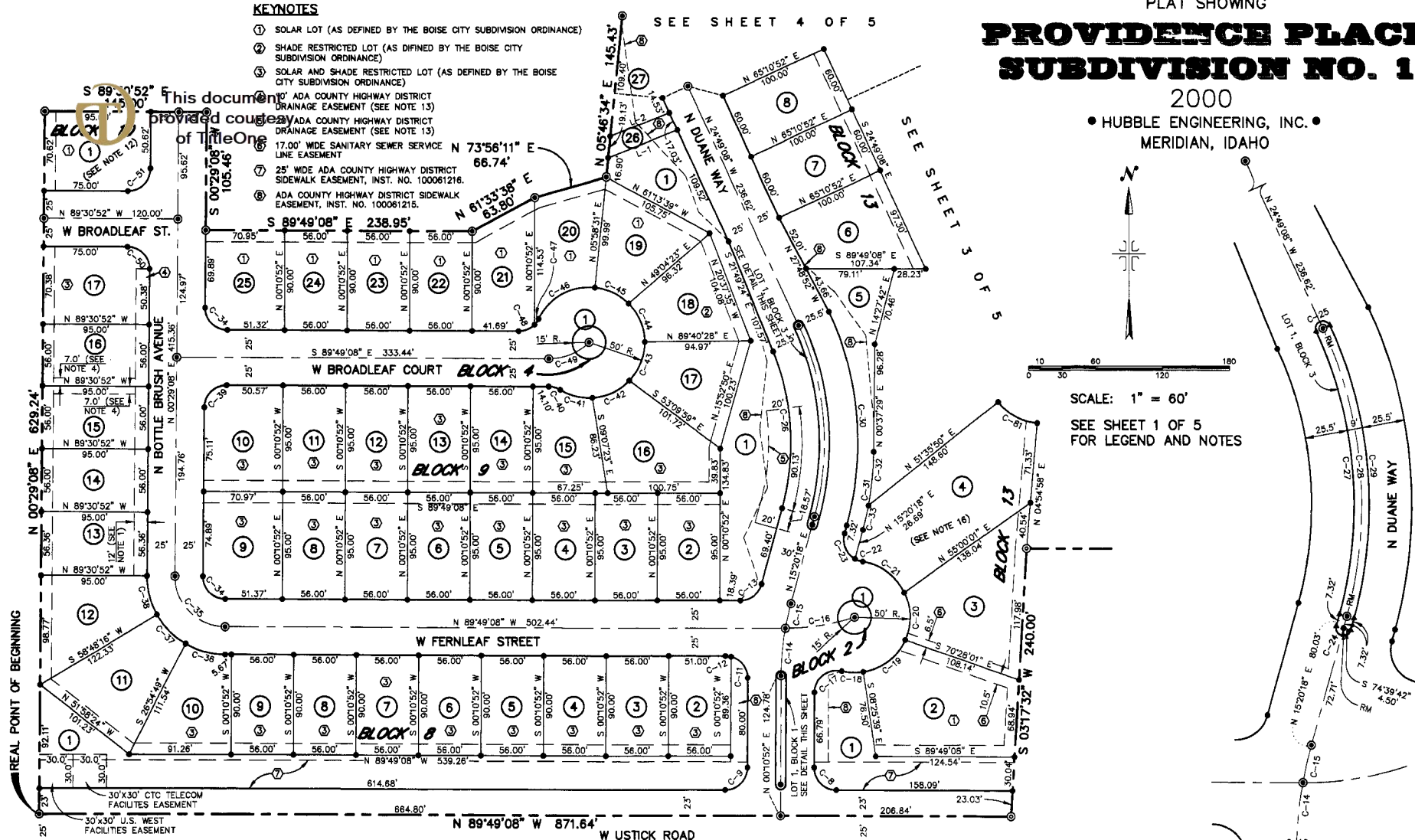
- ① SOLAR LOT (AS DEFINED BY THE BOISE CITY SUBDIVISION ORDINANCE)
- ② SHADE RESTRICTED LOT (AS DEFINED BY THE BOISE CITY SUBDIVISION ORDINANCE)
- ③ SOLAR AND SHADE RESTRICTED LOT (AS DEFINED BY THE BOISE CITY SUBDIVISION ORDINANCE)
- ④ ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT (SEE NOTE 13)
- ⑤ ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT (SEE NOTE 13)
- ⑥ 17.00' WIDE SANITARY SEWER SERVICE LINE EASEMENT
- ⑦ 25' WIDE ADA COUNTY HIGHWAY DISTRICT SIDEWALK EASEMENT, INST. NO. 100061216
- ⑧ ADA COUNTY HIGHWAY DISTRICT SIDEWALK EASEMENT, INST. NO. 100061215

SEE SHEET 4 OF 5

PROVIDENCE PLACE SUBDIVISION NO. 1

2000

• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO



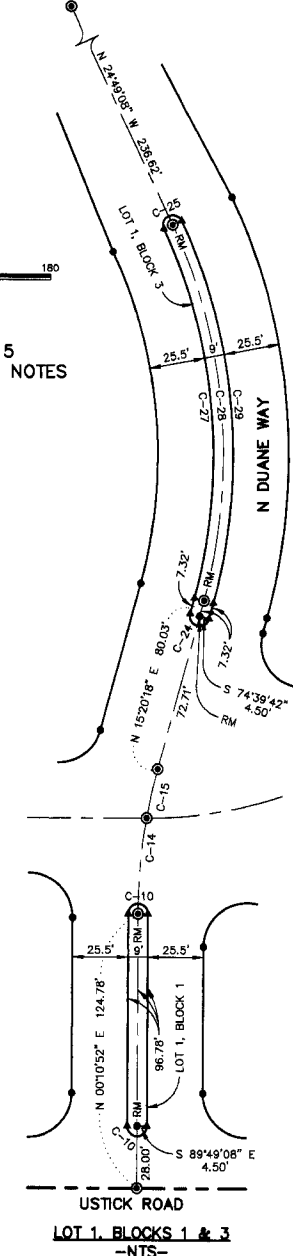
REAL POINT OF BEGINNING

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C-8	20.00'	31.42'	28.28'	S 44°49'08" E	90°00'00"
C-9	20.00'	31.42'	28.28'	N 45°10'52" E	90°00'00"
C-10	4.50'	14.14'	9.00'	S 89°49'08" E	180°00'00"
C-11	20.00'	26.36'	24.49'	N 37°34'48" W	75°31'21"
C-12	20.00'	5.05'	5.04'	N 82°34'48" W	14°28'39"
C-13	20.00'	26.13'	24.31'	N 52°45'35" E	74°50'34"
C-14	250.00'	43.44'	43.39'	N 05°09'33" E	09°57'22"
C-15	250.00'	22.69'	22.69'	N 12°44'16" E	05°12'04"
C-16	197.10'	63.05'	62.79'	N 81°00'59" E	18°19'45"
C-17	20.00'	35.95'	31.30'	S 51°40'56" W	103°00'08"
C-18	50.00'	19.37'	19.24'	S 87°54'43" E	22°11'27"
C-19	50.00'	49.59'	47.58'	N 52°34'42" E	56°49'44"
C-20	50.00'	44.29'	42.86'	N 01°12'47" W	50°45'14"
C-21	50.00'	47.85'	46.05'	N 54°00'25" W	54°50'03"
C-22	20.00'	7.41'	7.37'	S 70°48'15" E	21°14'24"
C-23	20.00'	26.36'	24.49'	S 22°25'23" E	75°31'21"
C-24	4.50'	14.14'	9.00'	S 74°39'42" E	180°00'00"
C-25	4.50'	14.14'	9.00'	S 65°10'52" W	180°00'00"
C-26	220.00'	142.69'	140.20'	N 03°14'33" W	37°09'42"

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C-27	245.50'	172.06'	168.56'	N 04°44'25" W	40°09'26"
C-28	250.00'	175.22'	171.65'	N 04°44'25" W	40°09'26"
C-29	254.50'	178.37'	174.74'	N 04°44'25" W	40°09'26"
C-30	280.00'	196.24'	192.25'	N 04°44'25" W	40°09'26"
C-31	273.78'	70.31'	70.11'	N 07°58'54" E	14°42'48"
C-32	273.78'	48.26'	48.20'	N 05°40'29" E	10°05'58"
C-33	273.78'	22.05'	22.04'	N 13°01'53" E	04°36'50"
C-34	20.00'	31.52'	28.36'	S 44°40'00" E	90°18'16"
C-35	45.00'	70.92'	63.81'	S 44°40'00" E	90°18'16"
C-36	70.00'	37.13'	36.70'	S 74°37'26" E	30°23'25"
C-37	70.00'	37.10'	36.66'	S 44°14'47" E	30°21'52"
C-38	70.00'	36.10'	35.70'	S 14°17'22" E	29°32'59"
C-39	20.00'	31.31'	28.21'	S 45°20'00" W	89°41'44"
C-40	20.00'	10.82'	10.69'	N 74°19'03" W	31°00'10"
C-41	50.00'	30.21'	29.75'	S 76°07'22" E	34°36'48"
C-42	50.00'	37.39'	36.52'	N 55°08'59" E	42°50'31"
C-43	50.00'	38.49'	37.55'	N 21°40'34" E	44°06'19"
C-44	50.00'	38.69'	37.74'	N 22°32'48" W	44°20'25"
C-45	50.00'	34.30'	33.63'	N 64°22'15" W	39°18'29"

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C-46	50.00'	61.45'	57.66'	S 60°46'00" W	70°25'02"
C-47	20.00'	6.61'	6.58'	N 35°01'22" E	18°55'46"
C-48	20.00'	15.95'	15.53'	N 67°20'04" E	45°41'37"
C-49	50.83'	40.08'	39.05'	N 67°35'33" E	45°10'37"
C-50	20.00'	31.42'	28.28'	N 44°30'52" W	90°00'00"
C-51	20.00'	31.42'	28.28'	N 45°29'08" E	90°00'00"
C-52	50.00'	40.76'	39.64'	S 61°44'31" E	46°42'30"

LINE	BEARING	DISTANCE
L-1	S 68°28'41" W	66.65'
L-2	S 68°28'41" W	56.90'



PLAT SHOWING

PROVIDENCE PLACE SUBDIVISION NO. 1

2000

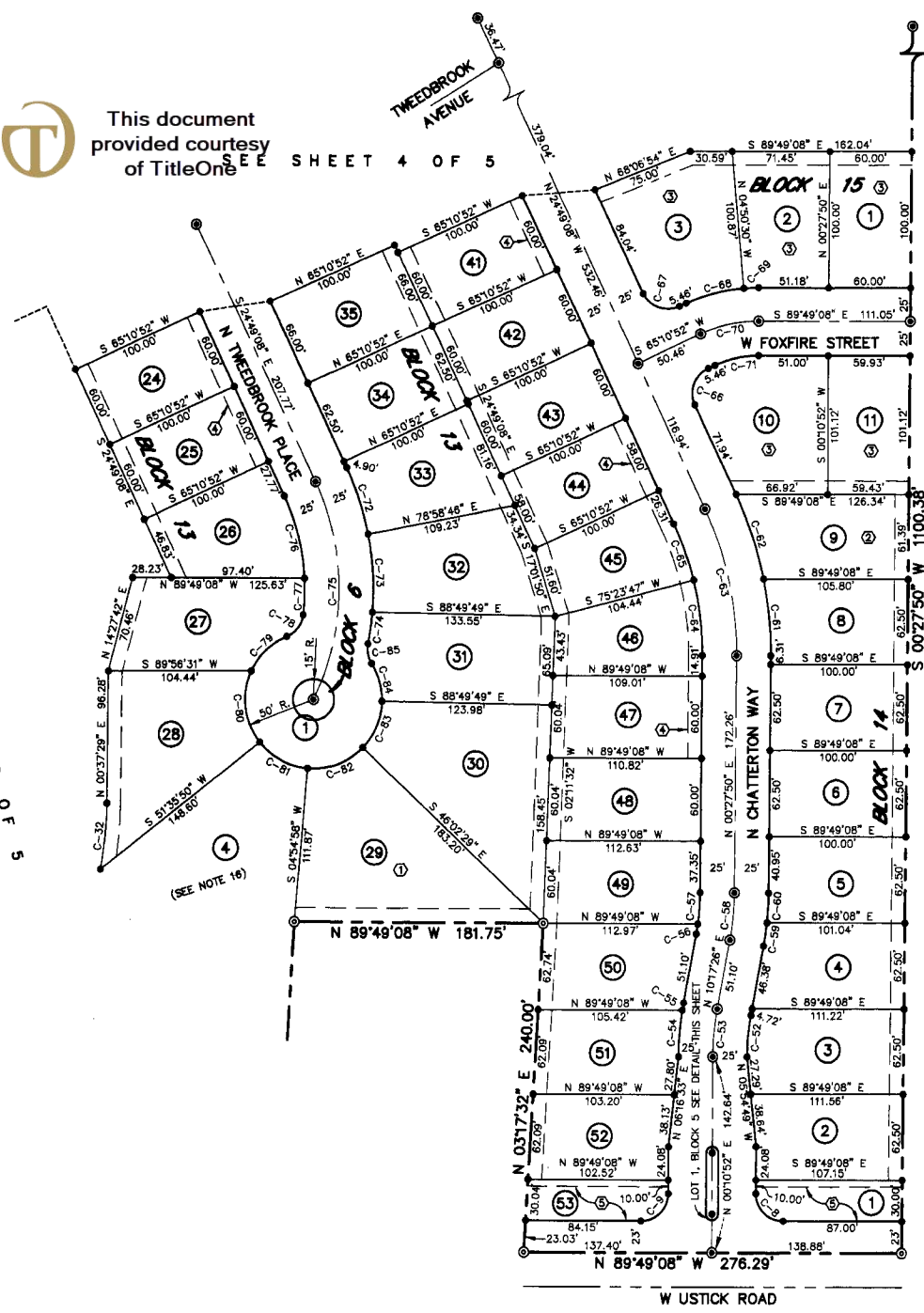
• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO



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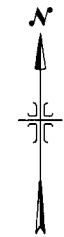
SEE SHEET 4 OF 5

SEE SHEET 2 OF 5



KEYNOTES

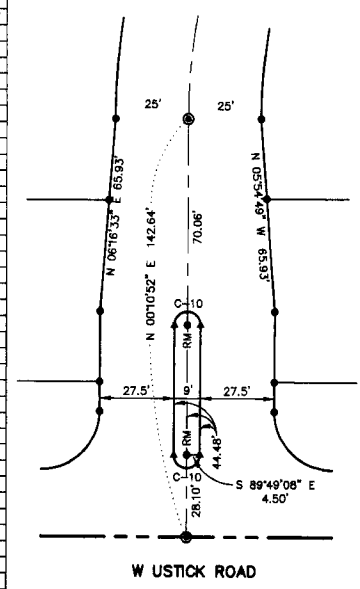
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- ③ SOLAR AND SHADE RESTRICTED LOT (AS DEFINED BY THE BOISE CITY SUBDIVISION ORDINANCE)
- ④ 10' ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT (SEE NOTE 13)
- ⑤ 25' WIDE ADA COUNTY HIGHWAY DISTRICT SIDEWALK EASEMENT, INST. NO. 100061216.



SCALE: 1" = 60'

SEE SHEET 1 OF 5
FOR LEGEND AND NOTES

CURVE DATA:					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C-8	20.00'	31.42'	28.28'	S 44°49'08" E	90°00'00"
C-9	20.00'	31.42'	28.28'	N 45°10'58" E	90°00'00"
C-10	4.50'	14.14'	9.00'	S 89°49'08" E	180°00'00"
C-32	273.78'	48.26'	48.20'	N 05°40'29" E	10°05'58"
C-52	175.00'	30.88'	30.84'	S 05°14'09" W	10°06'34"
C-53	200.00'	35.29'	35.24'	S 05°14'09" W	10°06'34"
C-54	225.00'	34.49'	34.46'	S 04°34'23" W	08°47'02"
C-55	225.00'	5.21'	5.20'	S 09°37'40" W	01°19'32"
C-56	175.00'	7.29'	7.29'	N 09°05'47" E	02°23'18"
C-57	175.00'	22.72'	22.70'	N 04°10'59" E	07°26'18"
C-58	200.00'	34.30'	34.26'	N 05°22'38" E	09°49'36"
C-59	225.00'	17.00'	17.00'	N 08°07'32" E	04°19'48"
C-60	225.00'	21.59'	21.58'	N 03°12'44" E	05°29'48"
C-61	275.00'	56.56'	56.46'	N 05°25'42" W	11°47'05"
C-62	275.00'	64.79'	64.64'	N 18°04'12" W	13°29'53"
C-63	250.00'	110.32'	109.42'	N 12°10'39" W	25°16'58"
C-64	225.00'	55.68'	55.54'	N 06°37'31" W	14°10'42"
C-65	225.00'	43.61'	43.54'	N 19°16'00" W	11°06'16"
C-66	20.00'	31.42'	28.28'	S 20°10'52" W	90°00'00"
C-67	20.00'	31.42'	28.28'	S 69°49'08" E	90°00'00"
C-68	125.00'	43.58'	43.36'	S 75°10'11" W	19°58'38"
C-69	125.00'	10.96'	10.95'	S 87°40'11" W	05°01'22"
C-70	100.00'	43.63'	43.29'	S 77°40'58" W	25°00'00"
C-71	75.00'	32.72'	32.47'	S 77°40'58" W	25°00'00"
C-72	210.50'	50.69'	50.57'	N 17°55'11" W	13°47'54"
C-73	210.50'	57.17'	57.00'	N 03°14'22" W	15°33'43"
C-74	210.50'	23.59'	23.58'	N 07°45'08" E	06°25'18"
C-75	185.50'	164.08'	158.78'	N 00°31'19" E	50°40'53"
C-76	160.50'	61.74'	61.36'	N 13°47'57" W	22°02'21"
C-77	160.50'	26.68'	26.65'	N 01°58'55" E	09°31'25"
C-78	20.00'	21.02'	20.07'	N 36°51'11" E	60°13'07"
C-79	50.00'	36.79'	35.96'	S 45°53'03" W	42°09'24"
C-80	50.00'	55.15'	52.39'	S 06°47'28" E	63°11'38"
C-81	50.00'	40.76'	39.64'	S 61°44'31" E	46°42'30"
C-82	50.00'	44.49'	43.03'	N 69°24'54" E	50°58'40"
C-83	50.00'	37.34'	36.48'	N 22°31'56" E	42°47'15"
C-84	50.00'	28.91'	28.51'	N 15°25'27" W	33°07'30"
C-85	20.00'	14.99'	14.64'	S 10°30'42" E	42°56'59"



LOT 1, BLOCK 5
-NTS-

PLAT SHOWING

PROVIDENCE PLACE SUBDIVISION NO. 1

2000

• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO

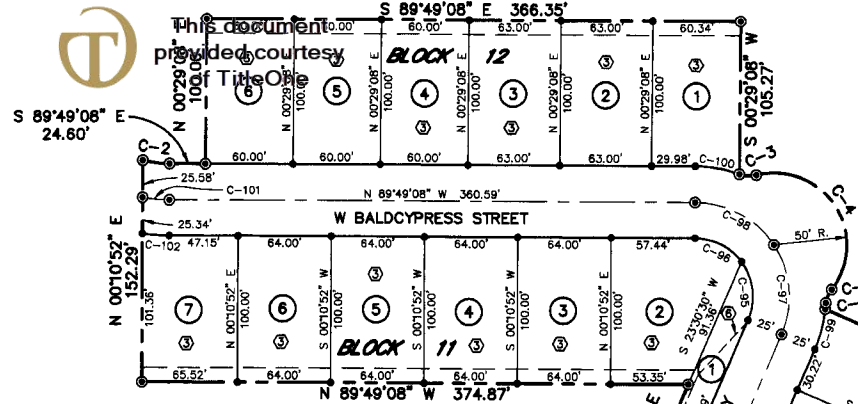
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- ④ 10' ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT (SEE NOTE 13)
- ⑤ 16' ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT (SEE NOTE 13)
- ⑥ ADA COUNTY HIGHWAY DISTRICT SIDEWALK EASEMENT, INST. NO. 100061215.

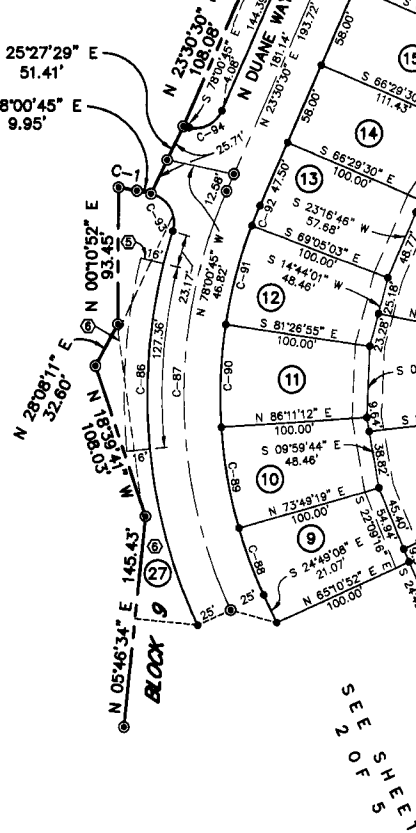
SCALE: 1" = 60'

SEE SHEET 1 OF 5
FOR LEGEND AND NOTES

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C-1	175.00'	12.77'	12.77'	S 80°06'11" E	04°10'52"
C-2	75.00'	18.56'	18.56'	S 82°43'40" E	14°10'56"
C-3	20.00'	11.85'	11.68'	S 87°05'57" E	33°56'53"
C-4	50.00'	123.78'	94.51'	S 33°09'19" E	141°50'09"
C-5	20.00'	11.85'	11.68'	S 20°47'19" W	33°56'53"
C-6	90.00'	2.70'	2.70'	S 04°40'22" W	01°42'59"
C-7	75.00'	9.27'	9.27'	S 21°16'37" E	07°05'03"
C-8	20.00'	31.42'	28.28'	S 20°10'52" W	90°00'00"
C-9	20.00'	31.42'	28.28'	S 69°49'08" E	90°00'00"
C-10	375.00'	276.30'	270.09'	S 03°42'40" E	42°12'55"
C-11	350.00'	295.21'	286.54'	S 00°39'19" E	48°19'38"
C-12	325.00'	49.01'	48.97'	S 20°29'54" E	08°38'27"
C-13	325.00'	70.14'	70.00'	S 09°59'44" E	12°21'53"
C-14	325.00'	70.14'	70.00'	S 02°22'08" W	12°21'53"
C-15	325.00'	70.14'	70.00'	S 14°44'01" W	12°21'53"
C-16	20.00'	14.71'	14.70'	S 22°12'44" W	02°35'33"
C-17	20.00'	33.30'	29.59'	S 30°18'29" W	95°24'32"
C-18	20.00'	27.39'	25.30'	S 62°44'52" E	78°28'45"
C-19	40.00'	41.69'	40.00'	S 06°29'30" W	60°00'00"
C-20	40.00'	37.23'	35.90'	S 63°09'19" W	53°19'38"
C-21	65.00'	64.28'	61.69'	S 04°49'25" W	56°39'49"
C-22	65.00'	64.28'	61.69'	S 61°29'14" W	56°39'49"
C-23	90.00'	28.24'	28.12'	S 14°31'11" E	17°58'38"
C-24	100.00'	30.93'	30.78'	S 79°58'19" W	19°41'37"
C-25	100.00'	18.48'	18.45'	S 84°31'29" E	10°35'19"
C-26	100.00'	18.44'	18.43'	S 85°35'32" E	08°27'12"
C-27	20.00'	17.45'	16.90'	S 89°49'17" W	49°59'41"
C-28	20.00'	29.27'	28.85'	S 81°35'39" E	33°32'24"
C-29	50.00'	45.80'	44.21'	S 55°23'42" E	52°28'55"
C-30	50.00'	38.78'	37.81'	S 06°56'14" E	44°26'02"
C-31	50.00'	36.40'	35.60'	S 36°08'05" W	41°42'37"
C-32	100.00'	40.83'	39.71'	S 80°23'05" W	46°47'23"
C-33	50.00'	53.26'	50.78'	S 45°42'12" W	61°02'03"
C-34	20.00'	12.86'	12.64'	S 33°36'08" E	36°49'55"
C-35	20.00'	4.59'	4.58'	S 58°35'59" E	13°09'46"
C-36	100.00'	12.36'	12.36'	S 21°16'37" E	07°05'03"
C-37	125.00'	12.87'	12.86'	S 20°41'03" E	05°53'56"
C-38	20.00'	28.38'	26.06'	S 17°01'25" E	81°18'53"
C-39	20.00'	34.03'	30.07'	S 73°34'08" W	97°30'00"
C-40	110.00'	158.39'	145.06'	S 16°25'52" W	82°30'00"
C-41	135.00'	194.39'	178.02'	S 16°25'52" W	82°30'00"
C-42	160.00'	11.50'	11.50'	S 55°37'17" W	04°07'10"
C-43	160.00'	63.74'	63.32'	S 42°08'55" W	22°49'34"
C-44	160.00'	53.57'	53.32'	S 21°08'41" W	19°10'54"
C-45	160.00'	49.87'	49.67'	S 02°37'26" W	17°51'36"
C-46	160.00'	51.70'	51.47'	S 15°33'45" E	18°30'46"



N 25°27'29" E
51.41'
S 78°00'45" E
9.95'



SEE SHEET 3 OF 5

FOX FIRE STREET

PROVIDENCE PLACE SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT HEATHER MEADOWS DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 33, T.4N., R.1E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SW 1/4 OF SECTION 33, T.4N., R.1E., AND SECTION 32 AND THE SAID SECTION 33 FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 33 AND 4 BEARS SOUTH 89°49'08" EAST, 2659.38 FEET; THENCE SOUTH 89°49'08" EAST 1/2 OF THE SW 1/4 CORNER COMMON TO SAID SECTIONS 33 AND 4; THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 NORTH 00°29'08" EAST, 25.00 FEET TO THE REAL POINT OF BEGINNING. THENCE CONTINUING NORTH 00°29'08" EAST, 629.24 FEET; THENCE DEPARTING SAID WEST BOUNDARY SOUTH 89°30'52" EAST, 145.00 FEET; THENCE SOUTH 00°29'08" WEST, 105.46 FEET; THENCE SOUTH 89°49'08" EAST, 238.95 FEET; THENCE NORTH 61°33'38" EAST, 63.80 FEET; THENCE NORTH 73°58'11" EAST, 66.74 FEET; THENCE NORTH 05°46'34" EAST, 145.43 FEET; THENCE NORTH 18°39'41" WEST, 108.03 FEET; THENCE NORTH 28°08'11" EAST, 32.60 FEET; THENCE NORTH 00°10'52" EAST, 93.45 FEET; THENCE 12.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 41°0'52" AND A LONG CHORD BEARING SOUTH 80°06'11" EAST, 12.77 FEET; THENCE SOUTH 78°00'45" EAST, 9.95 FEET; THENCE NORTH 25°27'29" EAST, 51.41 FEET; THENCE NORTH 23°30'30" EAST, 108.08 FEET; THENCE NORTH 89°49'08" WEST, 374.87 FEET; THENCE NORTH 00°10'52" EAST, 152.29 FEET; THENCE 18.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 141°0'56" AND A LONG CHORD BEARING SOUTH 82°43'40" EAST, 18.52 FEET; THENCE SOUTH 89°49'08" EAST, 24.60 FEET; THENCE NORTH 00°29'08" EAST, 100.00 FEET; THENCE SOUTH 89°49'08" EAST, 366.35 FEET; THENCE SOUTH 00°29'08" WEST, 105.27 FEET; THENCE 11.85 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 33°56'53" AND A LONG CHORD BEARING SOUTH 87°05'57" EAST, 11.68 FEET; THENCE 123.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 141° 50'09" AND A LONG CHORD BEARING SOUTH 33°09'19" EAST, 94.51 FEET; THENCE 11.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 33°56'53" AND A LONG CHORD BEARING SOUTH 20°47'19" WEST, 11.68 FEET; THENCE 2.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 142°59' AND A LONG CHORD BEARING SOUTH 4°40'22" WEST, 2.70 FEET; THENCE SOUTH 66°29'30" EAST, 269.99 FEET; THENCE NORTH 72°15'55" EAST, 50.00 FEET; THENCE 8.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 7° 05'03" AND A LONG CHORD BEARING SOUTH 21°18'37" EAST, 9.27 FEET; THENCE SOUTH 24°49'08" EAST, 7.47 FEET; THENCE NORTH 65° 10'52" EAST, 100.00 FEET; THENCE SOUTH 24°49'08" EAST, 8.37 FEET; THENCE NORTH 63°37'49" EAST, 77.92 FEET; THENCE NORTH 86° 45'31" EAST, 63.46 FEET; THENCE SOUTH 89°32'10" EAST, 123.71 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE; THENCE ALONG SAID LINE SOUTH 00°27'50" WEST, 1100.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF USTICK ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°49'08" WEST, 276.29 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 03°17'32" EAST, 240.00 FEET; THENCE NORTH 89°49'08" WEST, 181.75 FEET; THENCE SOUTH 03°17'32" WEST, 240.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF USTICK ROAD; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°49'08" WEST, 871.64 FEET TO THE POINT OF BEGINNING. CONTAINING 28.25 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC., MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND THE UNITED WATER IDAHO, INC., HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

HEATHER MEADOWS DEVELOPMENT, LLC

Barry Teppola
BY PROVIDENCE DEVELOPMENT GROUP, LLC
AN IDAHO LIMITED LIABILITY COMPANY, MANAGER
BARRY TEPPOLA, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 21 DAY OF July, 2000, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BARRY TEPPOLA, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF PROVIDENCE DEVELOPMENT GROUP, LLC, THE MANAGER OF HEATHER MEADOWS DEVELOPMENT, LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

10-03-2003
MY BOND EXPIRES



Loretta Carlson
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF *Heather Meadows Development* AT 50 MINUTES PAST 9 O'CLOCK A.M., ON THIS 20 DAY OF September, 2000 IN BOOK 61 OF PLATS AT PAGES 8732 AND 8734. INSTRUMENT NO. 100075095.

FEE: 20-

L. Teppola
DEPUTY

David Navarro
EX OFFICIO RECORDER

CERTIFICATE OF SURVEYOR

I, D. TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

D. TERRY PEUGH



IDAHO NO. 4431

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISIONERS ON THE 26 DAY OF July, 2000.

William Leaney
CHAIRMAN ACHD



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.

William Leaney
CENTRAL DISTRICT HEALTH DEPARTMENT



APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

John D. Tamm
CITY ENGINEER (ACTING) 9/1/00

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 25 DAY OF July, 2000, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

R.B.B.
CITY CLERK, BOISE, IDAHO



CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

John E. Pristin
COUNTY SURVEYOR FELS 8050 9/18/00



CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9/17/00
DATE



Linda Siskewitz
COUNTY TREASURER 9/17/00



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of TitleOne

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 OCT 16 PM 4:26

RECORDED - REQUEST OF

FEE

174.00
100082555

DEPUTY

J. Parsons

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PROVIDENCE PLACE SUBDIVISION NO. 1

[TO BE COMMONLY REFERRED TO AS "HEATHER MEADOWS" SUBDIVISION]

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE PLACE SUBDIVISION NO. 1 is made effective as of the 16th day of October, 2000, by Heather Meadows Development LLC, (hereinafter "Grantor" or "Declarant").

ARTICLE 1: RECITALS

1.1 Property Covered. The Property subject to this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration" or "CC&R's") is that property in Ada County, State of Idaho, which is contained in Provident Place Subdivision No. 1, and which is legally described on Exhibit A attached hereto, together with any additions or annexations as may hereinafter be brought within the jurisdiction of these CC&R's and the Heather Meadows Neighborhood Association, Inc.

1.1.1 Common Name: Notwithstanding that the Property is, or will be, platted and recorded as Providence Place Subdivision No. 1, and it's legal description will be Providence Place Subdivision No. 1, the Property shall be known and commonly referred to as "Heather Meadows" Subdivision.

1.1.2 "Common Area" Lots: The "Common Area" Lots contained in this Subdivision are set out in Paragraph 3.8 below.



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of Tilden

1.1.3 Annexation of Additional Properties or Additional Subdivisions into these CC&R's: Additional phases of Providence Place Subdivision (for example Providence Place Subdivision No. 2) are contemplated to be annexed into these CC&R's. In addition, other properties with different platted subdivision names may also be annexed into these CC&R's. In the event that any other properties are annexed into these CC&R's then those properties shall also be subject to these CC&R's except as modified by the recorded Declaration of Annexation. All annexed property will be under the jurisdiction of the Association as set out below. These CC&R's and any Declarations of Annexation shall be construed together as if all had been done at the same time and were all one subdivision. Each annexed property may have different covenants and building restrictions particular to that annexed property, and different Common Areas. However, all Common Areas in this subdivision, and all Common Areas in annexed properties shall be for the benefit of all Owners in this subdivision and all Owners in the annexed properties. Heather Meadows Neighborhood Association, Inc. shall own, operate and manage all Common Areas in this subdivision and all annexed properties as if all were in one subdivision. In the event that any other properties are annexed, this Declaration shall be referred to as the "Master" Declaration.

1.2 Purpose of Declaration. Heather Meadows Subdivision is a residential development, which Grantor intends to develop in accordance with governmental approvals. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes that will apply to the development and use of the Property. This Declaration is designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and any Improvements located thereon.

ARTICLE 2: DECLARATION

2.1 Grantor Declaration; Owner Agreement by Accepting Deed. Grantor declares that all the Property described on Exhibit A shall be held, sold, transferred, encumbered, leased, used, occupied and improved subject to these CC&R's. Each Owner by accepting a deed to any of the property, and each occupant or tenant, by occupying or renting any part of the premises specifically agrees: A) that these CC&R's are for the protection, maintenance, improvement and enhancement of all of the Property and all Owners, occupants and tenants, and B) to be bound by these CC&R's and the covenants and restrictions contained herein.

2.2 Runs With The Land. These CC&R's shall run with the land described

on Exhibit A. This document is binding upon all persons with any right, title or interest in the land and shall be provided courtesy of the landowner for the benefit of all the property and bind all successors, assigns, heirs and transferees.

2.3 Enforcement. These CC&R's may be enforced by Grantor, any Class A Lot Owner or by the Association.

2.4 Grantor's Rights; Model Homes and Sales Office. Notwithstanding the foregoing or any provision contained herein, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon. Grantor may maintain model homes (on any Lots, including, but not limited to, Lots 2, 3 and 4, Block 13), construction, sales or leasing offices, or temporary parking areas or similar facilities on any Lot or portion of the Property, including the Common Area or any public right-of-way. Grantor may also post signs incidental to construction, sales or leasing.

ARTICLE 3: DEFINITIONS

3.1 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.2 "Architectural Control Guidelines" shall mean those Guidelines published from time to time by the Board (the Architectural Control Committee) defining and setting out certain building, design and architectural requirements and restrictions for this Subdivision. These Guidelines are on file with the Board of Directors of Heather Meadows Neighborhood Association and are incorporated herein as part of these Covenants, Conditions and Restrictions as if set out in full.

3.3 "Assessments" shall mean those payments required of Class A Owners and Association Members (excluding Declarant) and include but are not limited to all Assessments (whether regular, irrigation, start-up, special or limited), late charges, attorneys' fees, interest, and other charges set out in these CC&R's.

3.4 "Association" shall mean Heather Meadows Neighborhood Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

3.5 "Board" shall mean the Board of Directors of Heather Meadows Neighborhood Association, Inc. or other governing board or individual, if applicable, of the Association and includes its authorized agents and representatives. The Board shall also be the Architectural Control Committee and may designate and appoint any persons or entities to act and perform the duties of the Architectural Control Committee.



3.6 **"Building Lot"**

shall mean one or more Lots as specified or shown on any Plat upon which improvements may be constructed. The term "Building Lot" shall not include any Common Area, any area dedicated to the public, or any Lots deeded to an irrigation entity for an irrigation pump facility.

3.7 **"By-laws"** shall mean the By-laws of the Association (a copy of which is attached hereto as Exhibit B).

3.8 **"Common Area"** shall mean all Lots of in this Subdivision that are designated herein or on the Plat as common open space, common areas and common landscaped areas, including but not limited to, the following parcels which Declarant shall deed to, and shall be managed and maintained by, the Heather Meadows Neighborhood Association:

Lot 1	Block 1	Street Island Landscaping
Lot 1	Block 2	Street Island Landscaping
Lot 1	Block 3	Street Island Landscaping
Lot 1	Block 4	Street Island Landscaping
Lot 1	Block 5	Street Island Landscaping
Lot 1	Block 6	Street Island Landscaping
Lot 1	Block 7	Street Island Landscaping
Lot 1	Block 8	Landscaping Area, Easement Area for Telecommunications and Utilities
Lot 1	Block 9	Landscaping Lot, Location of Storm Water Drainage Facilities and ACHD Easement Area
Lot 26	Block 9	Micro-Path Lot
Lot 27	Block 9	Landscaping Lot, Location of Storm Water Drainage Facilities and ACHD Easement Area
Lot 1	Block 11	Landscape Lot
Lot 1	Block 13	Landscape Lot
Lot 5	Block 13	Landscape Lot
Lot 53	Block 13	Landscape Lot
Lot 1	Block 14	Landscape Lot

The Association shall own, manage, maintain and operate these common area Lots as provided in this Declaration.

3.9 **"Declaration"** shall mean this Declaration as it may be amended from time to time.

3.10 **"Grantor"** shall mean Heather Meadows Development, LLC and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. Grantor may also

be referred to as the "Declarant".

3.11 "Improvement" shall mean any improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, recreational facilities, and fixtures of any kind.

3.12 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to 10% of the cost) incurred by the Grantor or the Association for corrective action performed pursuant to the provisions of this Declaration. (See Corrective Action, Section 9.1.1 below.)

3.13 "Member" shall mean each person or entity holding a membership in the Association. Members must be either a Class A Lot Owner or Grantor.

3.14 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation. A "Class A" Owner shall be any Owner of a Building Lot other than Grantor.

3.15 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.16 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder.

3.17 "Property" shall mean Providence Place Subdivision (No. 1) and all of the Property described in Exhibit A including each Lot or portion thereof, together with all water rights associated with or appurtenant to such property. This subdivision may also be referred to herein as Heather Meadows Subdivision, Property or just Subdivision.

3.18 "Regular Assessment" shall mean the regular assessments assessed against all Class A Owners to defray the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs and expenses of the Association.

3.19 "Start-up Assessment" shall mean that initial fee payable to the Declarant to start-up the Association and for other activities. This one time start-up fee is assessed against the buyer of each Lot upon the first purchase of each Lot. It is paid only one time.

3.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments.

3.21 "Transfer Special Assessment" shall mean that transfer fee assessed

against each Lot transferred, to be paid to the Association on each transfer of legal title and recording of a deed to a Lot in this subdivision.

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Prior Plan Approval; Architectural Control Guidelines. No improvement of any kind shall be placed or permitted to remain upon any part of the property unless a written request for approval has been approved by the Board of Directors of Heather Meadows Neighborhood Association (the Architectural Control committee) or a person designated by the Board to approve same. (See Article 6 below.) The written request to the Board shall contain the plans, specifications, landscaping plan, and exterior color scheme. The approval of the Board will not be unreasonably withheld if the plans and specifications comply with:

- A) these CC&R's,
- B) the Architectural Control Guidelines published by, and on file with, the Board,
- C) all government ordinances, and
- D) are in general in harmony with the existing structures and improvements located in this Subdivision.

4.1.1 Architectural Control Guidelines. The Architectural Control Guidelines provide additional covenants, conditions and restrictions for all buildings, improvements, colors, landscaping, and other matters of interest for this Subdivision. Such Guidelines shall be published by the Board from time to time as the Board determines is in the interests of the general harmony and aesthetics for the entire subdivision. These Architectural Control Guidelines are on file with the Board and any interested party may obtain copies thereof upon request. These Architectural Control Guidelines are incorporated herein as if set out in full.

4.2 Government Rules. In the event any of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rule, regulation or ordinance shall apply.

4.3. Use and Size of Dwellings. All Building Lots shall be used exclusively for one or two-story single-family homes (except those Lots described in 4.3.1 below which are restricted to one story homes only), and shall be at least 900 square feet in size (excluding eaves, steps, open porches, car ports, garages and patios in the computation of square footage).



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4.3.1 Lots Restricted to Homes of Single Story Only. The following Lots shall be restricted to single story homes only:

Lot 17	Block 8
Lot 9	Block 9
Lot 10	Block 9
Lot 25	Block 9
Lot 1	Block 10
Lot 38	Block 13
Lot 10	Block 14
Lot 3	Block 15
Lot 4	Block 15
Lot 11	Block 15

4.4 Basements. While basements are allowed, they are discouraged. In order to construct a basement each builder or owner must first secure a certification from a licensed engineer that the water table and soil conditions are proper for a basement. Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and Owner builds and owns their basement at their own risk. (Basements may be prohibited in future properties annexed into these CC&R's.)

4.5 Accessory Structures. There shall be no metal or wood storage attachments to any home except as approved by the Board. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per Lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; and, c) approved by the Board.

4.6 Setbacks. All setbacks shall comply with the pertinent local government Ordinances except for Lot 17, Block 13 special setback set out in 4.6.1.

4.6.1 Special Building Setback and Location of Driveway Area Lot 17, Block 13. Any building on Lot 17, Block 13 shall be set back from N. Tweedbrook Place at least twenty-five (25) feet from the Lot line on N. Tweedbrook Place. Any driveway constructed on Lot 17, Block 13 shall be constructed only in the southern 30 feet of the Lot.



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4.7 Garages. All residential homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

4.8 Exterior; Appearance; Colors. The exterior materials and colors of each building and the appearance of the building shall comply with the Architectural Control Guidelines published by and on file with the Board of Directors of Heather Meadows Subdivision.

Approval of all exterior colors must be obtained from the Board, and any future changes to colors or exterior must be first approved by the Board.

4.9 Solar Covenants. Each lot in this subdivision shall be subject to and each lot owner shall comply with all Boise City Solar Ordinances and that "Declaration of Solar Covenants, Conditions and Restrictions for Heather Meadows Subdivision" which is attached hereto as Exhibit C and incorporated herein as if set forth in full. In the event that a Boise City Ordinance is more restrictive than those solar covenants attached hereto, then the more restrictive Boise City ordinance shall be complied with.

4.10 Driveways. All Lots shall have a concrete driveway and a minimum of two concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, rock or gravel.

4.11 Roofs. Roofs must be of at least 5 in 12 pitch. No gravel roofs are allowed. Roofing materials and colors shall be in compliance with the Architectural Control Guidelines published by, and on file with, the Board.

4.12 Business Activity. No building in this Subdivision may be used for any commercial business purposes, manufacturing operations or as a retail business. A "Home Office" business shall be allowed if permitted under the applicable City Ordinances. Any Home Offices, however, shall be subject to the following restrictions:

A) no signs of any kind shall be allowed on the premises advertising the business,

B) no commercial vehicles shall be parked in the street,



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more than two "customers" or "clients" visit the Home Office business at any one time and they park in the driveway and not in the street,
D) no unsafe or unsightly conditions shall be allowed to exist on the premises.

4.13 Landscaping. Berms and sculptured planting areas are strongly encouraged. Landscaping of the front yard shall be completed within thirty (30) days after occupancy of the home (weather permitting) and such landscaping shall be the responsibility of each respective Owner of the Lot. The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the structure. For Building Lots on corners, the "front yard" shall also include that portion of the Building Lot from the front of the structure to the rear of the structure to the side street (i.e., the side yard next to the side street). Landscaping, at a minimum, shall include sod or hydro-seeding in the front yard and at least two (2) trees of 2" caliper in the front yard. (In the event that a Lot's street frontage is less than 35 feet, then only one (1) tree of 2" caliper shall be required.) Grass in the back yard shall be planted, hydro-seeded or sodded within one year of occupancy.

4.14 Fences.

4.14.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property (except for entrance or exit roadways or waterway crossings). After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot (except as set out below). The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

A) Perimeter Fences to be Owned and Maintained by Association.

The Association shall own and maintain the perimeter fences along Ustick Road and the perimeter fence located at the rear of the following Lots: 1, 2, 3, 29, 50, 51, 52, and 53, Block 13. The Association may, in it's sole discretion, maintain some or all of the other perimeter fencing as a Common Area expense.

4.14.2 Other Owner Fences. Other Owner fences are not required. If a fence is desired, such fence shall comply with the Architectural Control Guidelines and plans for it shall be approved by the Board prior to construction.



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Distance From Street. No fence shall be constructed on any Lot closer to the front Lot line than two (2) feet behind the front edge of the dwelling. For corner Lots, the fence shall be at least fifteen (15) feet from the side Lot line.

Chain link fences. Chain link fences are not allowed except along ditches or water retention areas, and then only after approved by the Board.

4.15 Construction. No pre-existing, mobile home or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

4.16 Antennae. No TV or radio antennae extending above the roof line of the house shall be permitted except with the specific approval of the Board. Any other antennae or satellite dishes, while permitted, shall be located, and screened from view of the other Lot Owners, in a place and manner approved by the Board.

4.17 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

4.18 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

4.18.1 Disabled, Dilapidated or Stored Vehicles. Any disabled vehicles, vehicles not used on a regular basis, or dilapidated vehicles located upon any portion of the property or a Lot are a nuisance and absolutely prohibited unless they are fully enclosed in a Board approved structure. Such vehicles may be removed by the Board as a corrective action as provided in Article 9 below.

4.19 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days

prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Article 8 and 9 below.

4.20 Unsightly Articles. No unsightly articles or materials, junk, car bodies, disabled vehicles, or any other unsightly property shall be permitted to remain on any Lot so as to be visible from any other Owner's property. Trash is to be kept in containers and areas approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, building materials or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure. Vacant residential structures shall not be used for storage. The Board may remedy any violations as a corrective action under Article 9 below.

4.21 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction.

4.22 No Unscreened Boats, Campers and Other Vehicles. No operational boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motor homes, bicycles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless enclosed by a concealing structure or other screening as approved by the Board. Notwithstanding anything contained herein, an operational boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owners Lot (if permitted by local ordinances) for a temporary time not to exceed three consecutive days.

4.23 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run must be screened, placed inside the Lot fences, and approved by the Board.



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4.24 Signs. No sign shall be displayed to public view without the approval of the Board except:

(1) signs used by Grantor in connection with the development and sale of the Property; (2) signs identifying the development; (3) informational signs by the Board displayed on Common Areas; (4) one sign of less than 12 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (5) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

4.25 Additional Easements. In addition to the easements shown on the recorded plat, an easement is further reserved and each Lot shall be subject to an easement five (5) feet on each side of all other Lot lines for installation and maintenance of utilities, irrigation and drainage.

4.26 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation, grading and construction of any portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional Improvements; to erect, construct and maintain structures and displays as necessary for the conduct of Grantor's business.

Prior to transferring title to a Building Lot Grantor shall have the right to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor may be assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

4.27 Water.

4.27.1 Water Rights. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following: a) that such property is in an Irrigation District, including but not limited to Settlers Irrigation District (hereinafter "District"); b) that the water in District has not been transferred from this property; c) that each Owner of any Lot is subject to all water assessments levied by District, or other water supplier and/or the Association; d) that each Lot Owner shall be responsible to pay any levies attributable to that Lot by District, or

other water supplier and/or the Association (see Paragraph 8.2 below); e) that water assessments are made upon the Lot. Each Owner or occupant of any Lot in Heather Meadows Subdivision specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers and directors relating to irrigation water.

4.27.2 Irrigation District Agreements. The Lots in Heather Meadows Subdivision shall be subject to any existing or future recorded agreements or license agreements with the Irrigation District regarding this Subdivision, irrigation easements, irrigation water, and encroachments. Such agreements include, but are not limited to that "Construction, Operation, and Maintenance Agreement" entered into with Settlers Irrigation District recorded the 14th day of September, 2000 in Ada County as Instrument No. 100073693. The terms of this Agreement are incorporated herein as if set forth in full.

4.27.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through the Settlers Irrigation District via a pressurized urban irrigation system (PUIS). This system shall be owned maintained and operated by Settlers Irrigation District with all operation and maintenance costs billed to Lot Owners. Each Lot Owner shall pay for the costs of maintenance and operation of the PUIS as billed by Settlers Irrigation District. Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot.

Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from this control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems.

Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage.

4.27.4 Water Costs: All irrigation water costs (including water costs for all Common Area Lots) shall be paid by the Lot Owners either from individual assessments against each Lot by Settlers Irrigation District or other water suppliers; or, if the water supplier provides one billing to the Association, then the water costs shall be paid as part of the Association's assessments to Lot Owners. Each Lot Owner shall pay his or her share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.



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of Heather Meadows CC&R's

4.27.5 Water Unreliable: The area of the country where this subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. [As one example; In 1977, a drought year, some irrigation ditches ceased carrying any water in July of that year.]

4.27.6 Rotation; Initial Rotation Schedule: No Lot in Heather Meadows Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in this subdivisions agrees to be bound by and to comply with, any rules or regulations for the use and rotation of irrigation water between the Lots as set out by the Association, or by District.

Initial Rotation Schedule: Attached hereto as Exhibit D is the initial water rotation schedule setting out the times that each Lot may irrigate from the PUIS. All Owners and occupants shall follow that rotation schedule.

The Board or the District may establish a different water rotation schedule for all Lots and Common Areas in this Subdivision and other general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water.

Failure to adhere to the rotation schedules or rules may, following notice from the Board, or the District, result in suspension of the right to use irrigation water.

4.27.7 No Liability: Neither Settlers Irrigation District, the District nor the Declarant (or any members, employees, agents, officers or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses or damages relating in any respect to the irrigation system, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of or shortage of irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water. Each Lot Owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, District and Declarant, their agents, employees, officers Directors, Members and/or shareholders for any loss or damage relating in any respect to the

4.27.8

Extended Season Water:

Extended season irrigation water (water which may be provided before or after the normal irrigation season or to supplement the irrigation water) "may", if available or provided for, be provided to the subdivision by another water supplier. No Lot shall have any right to extended season water, and neither Declarant, District or the Association shall have any obligation to provide extended season or supplemental water. Any facilities needed by the water supplier, District or Association for this extended season water shall be considered to be part of the PUIS and shall be governed by this Declaration. All costs of extended season or supplemental water (if there is any such water) shall be included as a cost of operation of the PUIS and shall be assessed to the Lots in the subdivision as all other costs are assessed. Extended season water may, or may not, be provided to the subdivision.

4.28 Lot Grading and Drainage Requirements. Each Lot Owner shall grade and maintain their individual Lot to prevent the runoff of storm water and irrigation water onto adjacent Owner's Lots. Each Lot Owner shall have the specific duty to prevent any water (whether storm or irrigation) on the Owner's Lot from getting to or draining onto any neighbor's adjoining Lot.

All Lots are to be graded at the time of building (and such grading shall be maintained thereafter) so that:

- A) drainage of storm and irrigation water is kept away from adjacent Lots,
- B) the Lot will drain sufficiently away from the foundation with a proper slope,
- C) all drainage is in accordance with local building code requirements.

4.29 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.30 Common Areas.

4.30.1 Micro-Path Lot and Landscaping Area: Common Area Lot 26, Block 9 in Heather Meadows Subdivision was created for the purpose of maintaining a Micro-Path with a landscaping area. This Micro-Path and the surrounding easement area shall be constructed, landscaped and maintained as approved by the

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4.30.2 Association Park. In the event that Grantor annexes adjacent properties into these CC&R's, Grantor may, but shall not be obligated to, create an Association Park. In the event that an Association Park is created in properties that are annexed into these CC&R's then all Owner's in Heather Meadows Subdivision shall have the right to enjoy the use of this Park and Association Assessments to all Owner's under the jurisdiction of the Association shall be used for the maintenance and operation of this Association Park. Any such Association Park shall be owned, operated and maintained by the Association.

4.30.3 No Liability. Each Lot Owner by accepting a deed to a Lot in this Subdivision and each occupant by occupying a Lot, and each user of the Common Areas by using the Common Areas, specifically agrees that the Declarant, its agents, officers, employees and shareholders shall have no liability of any kind whatsoever relating in any way to the use of the Common Areas including, but not limited to, any accidents or bodily injuries which result from the use of the Common Areas, and all claims relating thereto are specifically waived and released. Nor shall the Association, its officers, agents, or employees have any such liability. All Lot Owners, occupants and users of the Common Areas specifically assume the risk and waive any and all claims relating to the use of the Common Areas.

4.31 Special Berm and Slope Restrictions and Easements. Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 Block 8; Lots 2 and 52, Block 13; and Lot 2, Block 14 are subject to special restrictions and easements concerning the berm and slopes on these Lots. Each of these Lots is on the boundary of the Subdivision adjacent to Ustick Road. On the Southern Boundary of each of these Lots, Grantor shall construct a berm and a Common Area fence to shield these Lots from Ustick Road. One-half (1/2) of this berm shall be constructed on the adjacent Common Area Lots, and one-half (1/2) shall be constructed on the southern 10 feet of the Lots described in this Paragraph 4.31. At the top of this berm, on the Lot boundary lines will be the Common Area fence to be owned and maintained by the Association. That portion of the berm lying in the Common Areas shall be owned, operated and maintained by the Association. That part of the berm lying in any of the Lots described herein

shall be owned and maintained by the individual Owner.
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4.31.1 Maintaining the slope. Each Owner of a Lot described in this Paragraph 4.31 shall be obligated to maintain the existence of the berm and the slope of the berm as originally constructed. No such Owner may remove the berm, or diminish the slope of the berm without the express written consent of the Board. Such consent may be conditional on the requesting Owner constructing a properly engineered retaining wall in lieu of the slope to maintain the integrity of the remaining portion of the berm and Common Area fence.

4.31.2 Easement; Liability for Repairs. The southern 10 feet of the Lots described in Paragraph 4.31 shall be subject to an easement for the maintenance of the berm and slope as set out herein. Such easement shall be for the Grantor, the Association or their agents and contractors. In the event any Owner interferes with the structural integrity of the berm by removing or altering the berm or the slope of the berm, Grantor, or the Association may make any repairs and/or replacements as are necessary to maintain the integrity of the berm and slope and take corrective action as set out in Article 9 below. The responsible Owner shall pay all of the costs of the corrective action and such costs shall be treated as a special assessment.

4.32 Easement to ACHD for Maintenance of Storm Drainage Facilities. ACHD is hereby granted an easement over those Lot areas shown on the plat for maintenance of the storm drainage facilities by ACHD. These drainage facilities are to be maintained by ACHD. In the event that these drainage facilities are not maintained by ACHD, then they shall be maintained by the Association. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of ACHD to operate and maintain these drainage facilities. Driveways in these easements areas are permitted. The Lots affected by these ACHD drainage facilities easements are as follows:

Lot 13	Block 8
Lot 14	Block 8
Lot 15	Block 8
Lot 16	Block 8
Lot 17	Block 8
Lot 1	Block 9



Lot 27 document Block 9
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Lot 23	Block 13
Lot 24	Block 13
Lot 25	Block 13
Lot 40	Block 13
Lot 41	Block 13
Lot 44	Block 13
Lot 45	Block 13
Lot 46	Block 13
Lot 47	Block 13

4.33 Special Restrictions for Lot 4, Block 13. On the plat, Lot 4, Block 13 is shown as having access to both N. Duane Way and N. Tweedbrook Place. However, as a condition of approval of this Subdivision with the City, this Lot SHALL HAVE NO ACCESS TO N. TWEEDBROOK PLACE. The Owner of this Lot shall be required to construct and maintain a two-foot high barrier berm at the rear of this Lot adjacent to N. Tweedbrook Place. This access restriction and the berm requirements may not be altered without the written consent of the City of Boise.

4.34 Special Temporary Turn Around Easement and Restriction on Lot 2, Block 15. Lot 2, Block 15 is subject to a special easement over the front 20 feet of the Lot for the turn around of traffic. This easement is temporary and shall remain in effect only until either: a) W. Foxfire Street is completed as a through street, or b) a different turn around on W. Foxfire street is constructed. Once either of those events takes place then this special easement and restriction shall automatically terminate.

4.35 Special Covenants Regarding "Heatherglenn" Subdivision (commonly referred to, and referred to herein, as "Heather Glen" Subdivision). Heather Glen Subdivision is planned to be a residential subdivision near Heather Meadows Subdivision and the subdivisions will share certain common roads, water, pressurized irrigation, common landscaping and certain other Common Areas. The Board of Directors for each subdivision's Association may, by written agreement with the other Board, agree to any allocation of maintenance responsibilities and allocation of costs as the Boards shall mutually determine. Any such agreement between the Boards shall be in writing and recorded in Ada County and shall refer to the CC&R's for both of the subdivisions. Until the Boards agree otherwise, the allocation of maintenance responsibilities and costs between the Heather Meadows

Subdivisions and the Heather Glen Subdivision is as follows:



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A) The Heather Meadows Neighborhood Association shall have the responsibility to operate, maintain and insure all of the Common Areas and common facilities in all Heather Meadows Subdivisions and in Heather Glen Subdivision.

B) The Heather Glen Neighborhood Association shall pay to the Heather Meadows Neighborhood Association a sum equal to seventeen percent (17%) of the total costs relating to the operation, maintenance and insuring of all of the Common Areas and common facilities in all the Heather Meadows Subdivisions and the Heather Glen Subdivision beginning the date that the Heather Glen Common Areas are substantially completed. This contribution by the Heather Glen Neighborhood Association to the Heather Meadows Neighborhood Association shall be made at the time those costs are incurred by the Heather Meadows Neighborhood Association.

C) In the event that the cost of water and the costs of a pressurized irrigation system are billed by Settlers Irrigation District in one billing for all of the Heather Meadows and Heather Glen subdivisions, then the Heather Glen Neighborhood Association shall pay for seventeen percent (17%) of all of those water and pressurized irrigation costs beginning the first date that irrigation water is available for use on Lots in Heather Glen Subdivision. The remainder of those costs shall be paid by the Heather Meadows Neighborhood Association. In the event that Settlers Irrigation District bills each Lot or each Subdivision separately, then those costs shall be paid directly to Settlers Irrigation by the responsible party.

ARTICLE 5: HEATHER MEADOWS NEIGHBORHOOD ASSOCIATION, INC.

5.1 Organization of Heather Meadows Neighborhood Association, Inc. Heather Meadows Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws (attached hereto as Exhibit B) and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner of a Lot subject to assessment, (including

contract sellers, by virtue of being an Owner, and for so long as such Ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated except upon the transfer of Owner's title the transferee of such title. Any prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

5.3.1 Class A Members. Owners other than Grantor shall be Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member(s) on the day of the vote. One Lot, one vote.

5.3.2 Class B Member. The Grantor shall be the Class B Member, and shall be entitled to five (5) votes for each Building Lot owned by Grantor. The Class B Member shall cease to be a voting Member in the Association at the time the Grantor deeds the last Building Lot in the subdivision.

5.3.3 No Fractional Votes or Severance from Land. Fractional votes are not allowed. If joint Owners cannot agree how their vote will be cast, they lose their right to vote on the matter being put to a vote. A vote cast will be conclusive for all purposes that the Owner had authority and consent of all joint Owners. Votes may not be severed from the Building Lot. However, an Owner may give a revocable proxy, or assign the Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of a Building Lot to a new Owner automatically transfers the voting right to the new Owner.

5.4 Board of Directors and Officers. The affairs of the Association shall be managed by a Board of Directors ("Board") and such officers or agents as the Board may elect or appoint as provided in the Bylaws. The Board shall be elected in accordance with the Bylaws.



5.5 Powers and Duties of the Association. The Association shall have all the powers of a corporation organized under the laws of the State of Idaho subject only to the limitations set forth in the Articles, Bylaws, and this Declaration. The Association shall have the power to appoint representatives and the power to perform all acts which may be necessary or incidental to discharge its duties and responsibilities and to manage and operate the Association's Common Areas and assets. The Association's powers include, but are not limited to, the following:

5.5.1 Assessments. The power to levy Assessments on any Class A Owner as set out herein and to force payment as provided in this Declaration.

5.5.2 Enforcement. The power and authority in its own name, or on behalf of any Owner who consents, to file and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the Bylaws; and to file and maintain any action to enforce the terms thereof.

5.5.3 Emergency Powers. The power to enter upon any property (but not inside any building) in any emergency where there is potential danger to life or property or when necessary to protect or maintain Improvements for which the Association is responsible. The Association may also enter upon any property to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practical. Any damage caused by the Association shall be repaired by the Association.

5.5.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements. The Association shall have the power to enter into any cooperative or license agreements regarding water or irrigation systems. The Association shall have the power to grant and convey to any third party licenses, easements and rights-of-way in, on or under the Common Area or in any easement areas of any Lots as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Property and Common Area, and for the preservation of the health, safety, convenience and welfare of the Owners. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

5.6. Duties of the Association. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, the Articles and Bylaws, the Association shall have the authority to perform, without limitation,

each of the following duties:



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5.6.1 Operation and Maintenance. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, and, at the discretion of the Board, provide for: a) the cleaning and sweeping of the streets in the subdivision to keep construction mud and debris to a minimum; b) mowing the vacant Lots and maintaining right of way areas in or adjacent to the subdivision to keep the subdivision as a whole as aesthetically pleasing as possible.

5.6.2 Taxes and Assessments. Pay all real and personal property taxes and assessments including but not limited to water costs separately levied against the Common Area or against the Association and/or any other property in this Subdivision owned or managed by the Association. Taxes, assessments and water costs may be contested or compromised by the Association and the costs are a common area expense. The Association shall pay any applicable federal, state or local taxes levied against the Association.

5.6.3 Water and Other Utilities. Acquire, provide and pay for water, utilities, maintenance, operations costs, and other necessary services for the Common Areas or any pressurized urban irrigation system.

5.6.4 Insurance. Acquire insurance coverage as the Board deems necessary or advisable, from insurance companies authorized to do business in the State of Idaho, and maintain any insurance policies including, but not limited to the following: (1) Comprehensive public liability insurance insuring the Board, the Association, the Grantor and/or the individual grantees and agents and employees of each against any liability incident to the Ownership and/or use of the Common Area; (2) Directors' and officers' liability insurance; (3) Motor vehicle insurance and Workmen's Compensation insurance; (4) Performance, fidelity and other bonds the Board deems necessary to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of Association funds or other property. The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive the Owner's interests in such proceeds. All proceeds shall be used for Association purposes. Insurance premiums for the above insurance coverage shall be a common expense to be included in the Regular Assessments levied by the Association.



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5.6.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of this Declaration, the Articles or the Bylaws.

5.7 No Liability. No Board member, committee member, Association officer, Grantor or its officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of that person provided that the person has acted in good faith and without gross, willful or intentional misconduct.

5.8. Budgets; Operating Statement; Balance Sheet; Inspection. Within sixty (60) days after the close of each calendar year, the Association shall cause to be prepared and shall make available for inspection by any Owner; (1) a balance sheet as of the last day of the Association's calendar year; (2) an annual operating statement reflecting the income and expenditures of the Association for its last calendar year; and (3) a proposed budget and schedule of Assessments for the current year. Notice of scheduled Assessments due shall be given at least once a year.

5.9 Meetings of Association; Notice of Meeting and Assessments. Each year the Association shall hold at least one annual meeting of the Members on April 30, or some other date set by the board between April 15 and May 31. If any meeting date falls on a weekend or holiday then the meeting shall be on the next following business day. Notice of such meeting shall be given at least 10 and no more than 30 days prior to the meeting and such notice may include notice of the Assessments scheduled due for the coming year. Only Members or their proxies shall be entitled to attend Association meetings. All other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, at the address for the Lot in the subdivision or the address supplied in writing to the Association. This notice shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property, or as close thereto as practical, at a reasonable place selected by the Board. The presence at any meeting of the Class B Member (or representative) where there is such a Member, and of Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to another

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time not more than thirty (30) days from the time the original meeting was scheduled. If the rescheduled meeting is more than 30 days then additional notice of the next meeting shall be given. At any subsequent meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE 6: ARCHITECTURAL CONTROL

No building, structure, fence, wall, hedge, landscaping, painting, obstruction, berm, driveway, or Improvement shall be placed on, under, over or across any part of Heather Meadows Subdivision unless a written request (given to one of the Board of Directors of the Association or a person designated by the Board) for approval thereof containing the plans and specifications therefor, including exterior color scheme, has been approved, in writing, by a member of the Board or any person designated by the Board. The initial Board is as follows: Richard J. Tomlinson, Barry Teppola and Shannon Moser. The initial address of the Board shall be 701 S. Allen Street, Suite 103, Meridian, Idaho 83642.

In the event the Board fails to approve or disapprove such request within thirty (30) days after such request has been submitted in writing, approval shall not be required and this Article will be deemed to have been complied with.

ARTICLE 7: RIGHTS TO COMMON AREAS

7.1 Use of Common Area. Every Owner shall have the equal right to enjoy the use of those Common Areas or common facilities which are designed and built for such use. The Association may make reasonable rules governing use of the Common Areas and facilities, and the use of such common Areas as canals may be prohibited. All common areas and facilities in this Subdivision shall be owned by the Association. The Association shall have the power to suspend the use of all common areas to Members who are in arrears for non-payment of Assessments. However the Association may not suspend street or sidewalk access to a members Lot or home. The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes agreed to by the Members. No dedication, mortgage or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer is signed by the Grantor (if Grantor still owns any of the Building Lots), and two-thirds (2/3) of the Class A Members. Transfer must also be approved by any local government having jurisdiction over the transfer. Said transfer shall become effective when the instrument is recorded. In the event that an Owner's access to his Lot is over any Common Area, then any transfer of that Common Area shall be subject to an

easement for the access of the Owner.



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7.2 Damages. Any Owner shall be liable for damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, the Owner's tenant, or the Owner's family, guests, agents, contractors or invitees. In the case of joint Ownership the liability of such Owners shall be joint and several. The cost of correcting the damage shall be treated as a Limited Assessment against the Owner and Building Lot and may be collected as provided herein. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE 8: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property subject to these CC&R's, each Class A Owner hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association pursuant to this Declaration. In the event this subdivision is developed in phases, the Lots in uncompleted phases shall not be assessed until they become Class A Owner's Lots. Declarant shall not pay any Assessments for Lots owned by Declarant. No Mortgagee shall be required to collect any assessments.

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

8.1.2 Assessment Personal Obligation. Each Assessment obligation set out herein which accrues during the time of Ownership shall also be the personal obligation of the Owner beginning the time the Assessment falls due. This personal obligation for Assessments shall remain Owner's personal obligation regardless of whether he remains an Owner. Notwithstanding anything contained herein, the failure to pay assessments does not constitute a default on an Owner's federally insured mortgage.

8.2 Regular Assessments. All Class A Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

8.2.1 Initial Regular Assessment: The initial Regular Assessment for

 the year is to be eighty-five dollars (\$85.00) per calendar year per Lot. This initial assessment is due upon sale of a Lot from Grantor and shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by the Buyer upon closing of the first transfer of the Lot from the Declarant to the Buyer.

8.2.2 Initial Irrigation Assessment: The initial Irrigation Assessment for the year is to be eighty-five dollars (\$85.00) per calendar year per Lot. This is to pay for the irrigation water and the maintenance and operation of the PUIS. This initial assessment is due upon sale of a Lot from Grantor and shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by the Buyer upon closing of the first transfer of the Lot from the Declarant to the Buyer. After this initial Irrigation Assessment, the Irrigation Assessments shall be included in the billings for the Regular Assessments.

8.2.3 Regular and Irrigation Assessments. The proceeds from Regular, the Irrigation (and other) Assessments are to be used to pay for all costs and expenses incurred by the Association, including but not limited to; (1) legal, accounting, management, and professional fees; (2) the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and common facilities; (3) an amount allocated to an adequate reserve fund, established by the Board, for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained; (4) the costs and expenses of irrigation water and the PUIS.

8.2.4 Computation of Regular Assessments. The Association shall compute the amount of all expenses on an annual calendar basis and shall assess each Class A Owner's Lot equally for all Assessments (except the Limited Assessments which are on a Lot by Lot basis). Regular Assessments for the calendar year shall be pro-rated as of the date of closing.

8.2.5 Amounts Paid by Owners. The Board can require, in its discretion, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments, or an installment to coincide with the Irrigation Water Assessment from Settlers Irrigation District to the Association. The Regular Assessment to be paid by any particular Owner for any given calendar year shall be computed by dividing the Association's total advance estimate of expenses by the total number of Class A Building Lots in the Property (i.e, each Class A Owner of a

Building Lot shall pay an equal share of Regular Assessments).



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8.3 Special Assessments.

8.3.1 Transfer Special Assessment. Upon each transfer of any Lot in the subdivision and the recording of the deed each Buyer at closing shall pay to the Association a special transfer assessment of Fifty (\$50.00) Dollars which shall be used for general Association purposes.

8.3.2 Start-up Development Assessment. Upon the sale of each lot in this subdivision from the Declarant, the Buyer shall pay to the Declarant, at closing, an initial start-up fee assessment equal to Two Hundred Dollars (\$200.00). This fee shall be a one time initial start-up fee assessment, and shall not be prorated for any time left in the calendar year. This start-up fee assessment shall be paid in full regardless of the time of year of the closing and is in addition to the pro-rated regular assessment payment set out Section 8.2.1 above. From this start-up fee, Declarant shall pay all of the initial attorney's fees, accounting fees, recording fees and filing fees relating to the creation of these CC&R's and the Association, and the filing and recording thereof. Declarant may, in Declarant's sole discretion, use any remainder of the start-up fees for the cleaning of the subdivision, mowing of areas in and around the subdivision, or for any other purposes or uses of any kind that Declarant wishes.

8.3.3 Special Short Fall Assessments. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be short to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, the Board shall determine the approximate amount necessary to defray such expenses and levy an Excess or Special Assessment equally to all Class A Owners. No such Assessment shall be levied which exceeds thirty-five percent (35%) of the budgeted expenses of the Association for that calendar year, without the vote or written assent of 2/3 of the Class A Owners. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Building Lot and the Owner thereof personally as a remedy

to reimburse The Association for costs (together with the 10% management fee, interest and attorneys fees as provided in Article 9 below) incurred in bringing the Owner and/or such Owner's Building Lot into compliance with the provisions of these CC&R's.

8.5 Notice and Assessment Due Date. Except for the Special Transfer Assessment, the Start-up Assessment and initial prorated Regular Assessment, written notice of all other assessments shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within ten (10) days after the levy and notice thereof. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein.

8.6 Late Fees; Interest on Past Due Assessments: Assessments of any kind which are not paid within thirty (30) days of the due date shall be assessed an additional late charge of \$25.00. In addition, interest shall be paid on the unpaid assessment at the highest rate allowed by law.

8.7 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or Mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 9: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments. Each Owner of a Building Lot, by accepting a deed to a Building Lot, covenants and agrees to comply with the terms, covenants, conditions and restrictions contained herein and to pay each Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or

by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or for collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Board or its authorized representative may enforce these covenants or the obligations of the Owner hereunder by: (1) direct corrective action against the Owner or the offending violation; (2) litigation at law or in equity; (3) foreclosure of the liens created herein; (4) expenditure of funds to remedy any violations; and/or (5) any other lawful action.

9.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of 1-1/2% per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action, and all attorneys fees incurred. Such shall be a Limited Assessment against that Lot and that Lot Owner consents to a lien enforceable in the same manner as other assessments set forth in these CC&R's. If such an assessment is not paid within ten (10) days of notice of the limited assessment, the Owner shall also be subject to late fees set out herein.

9.1.2 Notice of Corrective Action: Prior to taking corrective action the Board, or its authorized representative, shall give notice to the Owner of the violation of these Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice, the Owner consents to corrective action by the Board or its representatives and shall pay all the costs of such corrective action, together with a 10% management fee.

9.2 Assessment Liens. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot together with other charges as provided in this Declaration. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would

9.2.1 Claim of Lien. Upon default of any Owner in the payment of any Assessment, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording), a sufficient legal description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner (or reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all Assessments and all other charges of any kind set out in this Declaration or other satisfaction thereof, the Association shall cause to be recorded a notice releasing the lien. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. The lien may be foreclosed like a mortgage; ; foreclosed by power of sale; foreclosed pursuant to Idaho Code 45-507; or foreclosed by any other appropriate action in court. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails. Any sale shall be conducted in accordance with Idaho law applicable to the exercise of powers of sale. The Board is authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure to the extent allowed by law.

9.4 Action at Law. The Association may, in it's discretion, elect not to foreclose the lien and simply file an action at law against the Owner for the monies due. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails.

9.5 Required Notice. Any claim of lien shall be recorded with the County Recorder. In the event that the Association elects to file a lien and foreclose pursuant to Idaho Code 45-507 then the Association shall serve the copy of the recorded lien on the Owner within 24 hours of the recording of the lien as required by 45-507. No foreclosure action may be brought to foreclose the lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in the claim of lien, and to the person in possession of such Building Lot(s). No prior

notice to the Owner is required for the Association to file an action at law for the monies due; provided, however, that no action at law can be filed until an Assessment is more than 60 days in default.

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recording of a claim of lien for the Assessments. The transfer of any Lot pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the lien of the Assessments which came due before the foreclosure. Otherwise, the sale or transfer of any Building Lot shall not affect any liens or lien rights that Association has in this Declaration. Nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for Assessments.

9.7 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recording of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended. Any Mortgagee requesting in writing shall be given notice of any default in the payment of Assessments for the Lot the subject of the mortgage.

ARTICLE 10: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property and Owners reciprocal easements of access, ingress and egress to and from their respective Building Lots. These reserved easements are for; (1) installation and repair of utility services in the easement areas identified on the plat; (2) drainage of water (by buried pipe and not by flooding) across and under adjacent Building Lots and Common Areas in the drainage easement areas shown on the plat; (3) reasonable and necessary access by adjacent Owners for the maintenance and repair of fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, landscaping and the like. Such easements may also be used as necessary by Grantor and the Association.

10.2 Utility Easements. This Declaration is subject to all easements granted by Grantor before or after this Declaration for the installation and

 maintenance of utilities, drainage facilities, sewer, water, irrigation systems and the like that are required for the development of the Property. Grantor reserves, for the benefit of the Association, the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property.

10.2.1 Improvement of Drainage and Utility Easement Areas. No permanent structures or Improvements shall be constructed on any drainage or utility easement areas which would interfere with or prevent the easement from being used for its intended purpose. Landscaping and fences in these easement areas are permitted in this Declaration if they do not interfere with the use of the easement.

ARTICLE 11: MISCELLANEOUS

11.1 Term. The easements granted in this Declaration shall be perpetual. These CC&R's shall run with the land, and remain in effect, until December 31, 2025, unless amended as provided. After December 31, 2025, these CC&R's shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a recorded instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association. The Association shall not be dissolved without the prior written approval of the City of Meridian.

11.2 Amendment By Grantor. Until the recording of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Grantor alone by recording a written instrument setting forth such amendment or termination.

11.3 Amendment By Owners. Any amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying and attesting that such amendment has been approved by the vote, or written consent, representing two thirds (2/3) or more of the votes in the Association. Any amendment shall be effective upon recording with the County Recorder of such amendment.

11.4 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on all Owners and all Property, notwithstanding that some Owners may not have voted for or consented to such amendment. Amendments may add to and increase the covenants, conditions,

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restrictions and easements applicable to the Property but no amendment shall prohibit or unreasonably interfere with the allowed uses of any Owner's property which existed prior to the said amendment.

11.5 Annexation of Additional Area. Declarant shall have the right to annex and include additional and similar areas owned by Declarant into these Declarations and to make these additional areas or subsequent phases of this subdivision subject to the jurisdiction of these CC&R's and the Association. Declarant may annex these additional areas by recording a "Declaration of Annexation" with the County Recorder describing the additional property to be annexed and referring to these Declarations and specifically stating in the notice any other or modified or additional restrictions that apply to the additional lands. Upon recording of the Notice of Annexation, these CC&R's shall apply to the additional lands (as added to or modified by the Declaration of Annexation) as if the additional land were originally covered by this Declaration. Thereafter, the rights, privileges, duties and liabilities of all parties with respect to the additional lands and the lands described in this Declaration will be governed by these Declarations and the Declaration of Annexation as if all had been done together originally. The Association shall manage all the lands together.

11.6 Mortgage Protection. No amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust made in good faith and for value, and recorded prior to the recording of such amendment, provided that after foreclosure of any first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.7 Notices. Any notices required by these CC&R's shall be in writing and may be delivered either personally, by mail, or by overnight courier. Delivery shall be complete when served personally, posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices shall be sent to Owners at the address of the property or if the Owner has given a different address to the Association in writing then notices shall be given to that address. Such address may be changed from time to time by notice in writing to the Association. Notices to the Grantor and to the Association shall be given to that address of Grantor on Page One until Owners are given notice in writing of another address for notice.

11.8 Enforcement and Non-Waiver. These CC&R's may be enforced by Declarant, the Board, the Association or any Owner. Failure to enforce any of the terms of this Declaration at any time shall not be a waiver of the right to do so

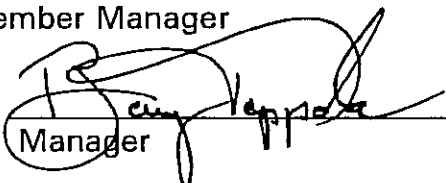
thereafter. ^{Not this document provided courtesy of Title One} Nothing contained herein shall be construed as an obligation of the Declarant Board of Heather Meadows Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Heather Meadows Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's.

11.9 Successors and Assigns. All references herein to Declarant, Owners, the Association or person shall be construed to include all heirs, successors, assigns, Members, partners and authorized agents of such Grantor, Owners, Association or person.

DATED THIS 16th day of October, 2000.

Heather Meadows Development, LLC

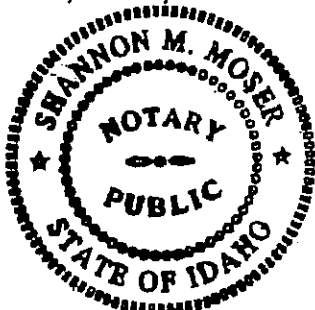
By: Providence Development Group, LLC
Member Manager

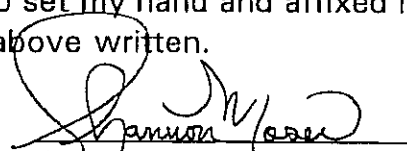
by 
Manager

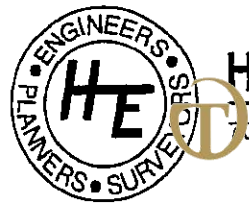
STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 16th day of October, 2000, before me, a notary public in and for said State, personally appeared Barry Tappala, known or identified to me to be the Manager of Providence Development Group, LLC, the limited liability company that is the Member Manager of Heather Meadows Development, LLC, and acknowledged that he executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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 in Boise, Idaho
My Commission Expires: 03-25-04



HUBBLE ENGINEERING, INC.

This document
 701 S. Allen St., Suite 102 • Meridian, ID 83642
 of Title One

208/322-8992 • Fax 208/378-0329

Project No. 4-9925900

May 19, 2000
 Revised August 29, 2000

HEATHER MEADOWS PHASE I (PROVIDENCE PLACE PHASE I)

A parcel of land located in the East 1/2 of the SW1/4 of Section 33, T.4N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to sections 4 and 5, T.3N., R.1E., and Section 32 and the said Section 33, from which the 1/4 corner common to said Sections 33 and 4 bears South 89°49'08" East, 2659.38 feet; thence South 89°49'08" East, 1329.70 feet to the West 1/16 corner common to said Sections 33 and 4; thence along the West boundary of the East 1/2 of the SW1/4 North 00°29'08" East, 25.00 feet to a point on the North right-of-way of Ustick Road, said point being the **REAL POINT OF BEGINNING**.

- Thence continuing North 00°29'08" East, 629.24 feet;
- thence departing said West boundary South 89°30'52" East, 145.00 feet;
- thence South 00°28'16" West, 105.46 feet;
- thence South 89°49'08" East, 238.92 feet;
- thence North 61°33'38" East, 63.80 feet;
- thence North 73°56'11" East, 66.74 feet;
- thence South 61°13'39" East, 105.75 feet;
- thence North 21°45'22" West, 210.59 feet;
- thence North 18°39'41" West, 108.03 feet;
- thence North 28°08'11" East, 32.60 feet;
- thence North 00°10'52" East, 93.45 feet;
- thence 12.77 feet along the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 4°10'52" and a long chord bearing South 80°06'10" East, 12.77 feet;
- thence South 78°00'46" East, 9.95 feet;



This document
thence North 25°27'29" East, 51.41 feet;
of Title One

thence North 23°30'30" East, 108.08 feet;

thence North 89°49'08" West, 374.87 feet;

thence North 00°10'52" East, 152.29 feet;

thence 18.56 feet along the arc of a curve to the left, having a radius of 75.00 feet, a central angle of 14°10'56" and a long chord bearing South 82°43'40" East, 18.52 feet;

thence South 89°49'09" East, 24.60 feet;

thence North 00°29'08" East, 100.00 feet;

thence South 89°49'08" East, 366.35 feet;

thence South 00°29'08" West, 105.27 feet;

thence 11.85 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 33°56'52" and a long chord bearing South 87°05'56" East, 11.68 feet;

thence 123.77 feet along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 141°50'08" and a long chord bearing South 33°09'19" East, 94.51 feet;

thence 11.85 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 33°56'53" and a long chord bearing South 20°47'19" West, 11.68 feet;

thence South 4°40'28" West, 2.70 feet;

thence South 66°29'30" East, 269.99 feet;

thence North 72°15'55" East, 50.00 feet;

thence 9.27 feet along the arc of a curve to the left, having a radius of 75.00 feet, a central angle of 7°05'03" and a long chord bearing South 21°16'35" East, 9.27 feet;

thence South 24°49'09" East, 7.47 feet;

thence North 65°10'52" East, 100.00 feet;

thence South 24°49'07" East, 8.37 feet;

thence North 09°37'49" East, 77.92 feet;

thence North 86°45'31" East, 63.46 feet;

thence South 89°32'10" East, 123.71 feet to a point on the North-South mid-section line;

thence along said line South 00°27'50" West, 1100.38 feet to a point on the North right-of-way of Ustick Road;

thence along said right-of-way North 89°49'08" West, 276.29 feet;

thence departing said right-of-way North 03°17'32" East, 240.00 feet;

thence North 89°49'08" West, 181.75 feet;

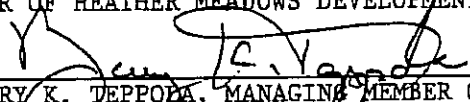
thence South 03°17'32" West, 240.00 feet to a point on the North right-of-way of Ustick Road;

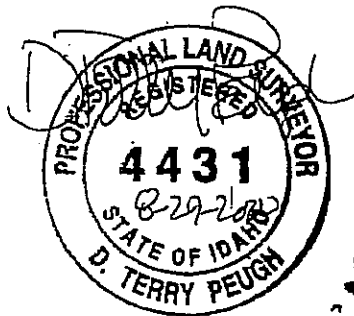
thence along said right-of-way North 89°49'08" West, 871.64 feet to the Point of Beginning. Containing 28.09 acres, more or less.

Prepared by:
HUBBLE ENGINEERING, INC.

READ AND APPROVED BY:
HEATHER MEADOW DEVELOPMENT, LLC

PROVIDENCE DEVELOPMENT GROUP, LLC,
MEMBER OF HEATHER MEADOWS DEVELOPMENT, LLC

BY 
BARRY K. TEPPOLA, MANAGING MEMBER OF
PROVIDENCE DEVELOPMENT GROUP, LLC



J/Ustick80/DTP/vw/Heather/MeadowsPhl

D. Terry Peugh, P.L.S.



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**BY-LAWS
OF
HEATHER MEADOWS NEIGHBORHOOD ASSOCIATION, INC.**

ARTICLE 1. GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is Heather Meadows Neighborhood Association, Inc. (hereinafter "Corporation" or "Association"). The principal office of the Association shall be located at 701 S. Allen Street, Suite 102, Meridian, Idaho 83642.

1.2 By-laws Applicability. The provisions of these By-laws are applicable to the Association named above and the lands and subdivisions under the Association's jurisdiction, together with such subsequent phases, additions or annexations thereto as may hereinafter be brought within the jurisdiction of the Association. All lands in the jurisdiction of the Association may be collectively referred to as the "Subdivision".

1.3 Personal Application. All present and future Members, Owners and their tenants, employees, and any other person that might use the facilities owned and/or managed by the Association are subject to these By-laws.

ARTICLE 2 VOTING, MAJORITY, QUORUM, PROXIES

2.1 Voting. Except for the Class B Membership provided for in the Covenants Conditions and Restrictions for this Subdivision (hereinafter referred to as "CC&R's" or "Declaration"), and except as may be otherwise provided in the CC&R's, each Member shall be entitled to one vote for each Building Lot owned by such Member. One Lot one vote for Class A Members

2.2 Majority. "Majority" of Members shall mean votes representing fifty-one percent (51%) of the voting power counting all Class A and Class B votes together.

2.3 Quorum. The presence in person or by proxy of the Class B Member (if one), and the presence in person or by proxy of the Class A Members holding at least ten percent (10%) of the total Class A votes entitled to be cast shall constitute a quorum. The Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a



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2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed at the meeting and are good for 11 months or until canceled by the member giving the proxy, whichever is sooner.

ARTICLE 3 ADMINISTRATION

3.1 Duties. The Association shall have the duties set out in the CC&R's.

3.2 Meetings. Meetings of the Association shall be held on the Property or close to the Property, and shall be conducted in accordance with Robert's Rules of Order.

3.3 Annual Meetings. Annual meetings of the members shall be held on April 30 of each year, unless a different date between April 15 and May 31 is selected by the Board. (If a weekend or holiday then the next business day.) At each annual meeting, Members shall elect a Board of Directors (the "Board") to act until the next annual meeting. The Members may also transact such other business as may properly come before them.

3.4 Special Meetings. It shall be the duty of the President to call a special meeting as directed by the Board, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these By-laws, and shall state the nature of the business to be undertaken.

3.5 Notice of Meetings. Notice shall be given to all Members at the address of the Lot in the subdivision or to such address as provided in writing to the Association.

3.6 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Association in order of their priority.

3.7 Adjourned Meetings. If any meeting cannot be organized because

 a quorum has been determined, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least ten percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.8 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

3.9 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and all Members absent therefrom are deemed to have consented to the action taken. Any written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof shall be filed with the corporate records or made part of the minutes of the meeting.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed and managed by the Board composed of at least three (3) persons, who need not be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor, or to receive reimbursement for out of pocket costs incurred in carrying out duties.

4.2 Powers and Duties. The Board has all powers and duties necessary for the administration of the affairs of the Association, and the powers set forth in the CC&R's.

 4.3 Special Powers and Duties. In addition to the powers granted in the CC&R's, the Board is vested with the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them; to fix their compensation; and, to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce rules and regulations as the Board may deem advisable.

(c) To change the principal office of the Association from one location to another within the county; to designate the place of any meetings.

(d) To borrow money and to incur indebtedness solely for the purposes of the Association, and to execute any necessary documents relating thereto.

(e) To fix, levy and determine the due dates of all Assessments as provided in the CC&R's. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the CC&R's or by Idaho law.

(f) To enforce the provisions of the CC&R's or other agreements of the Association in any lawful manner deemed advisable.

(g) To contract for and pay for insurance, insuring the Owners, the Association, the Board and/or other interested parties, in accordance with the provisions of the CC&R's as deemed advisable by the Board.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of any pressurized urban irrigation system and Common Areas owned by, or to be managed by, the Association; to contract for and pay the expenses relating thereto.

(i) To grant easements or licenses as provided in the CC&R's.

4.4 Management and Other Agents. The Board may contract or employ

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for the Association a management agent ("Manager") or other Agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

4.5 Nomination, Election and Term of Office. Nomination for election to the Board may be made by a nomination committee and/or made from the floor at the annual meeting. The nomination committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee may be appointed by the Board prior to each annual meeting. The nomination committee shall make as many nominations for election to the Board as it shall in its discretion determine.

At the first annual meeting, and thereafter at each annual meeting, Directors shall be elected by secret written ballot by a Majority of all votes present at such meeting. Cumulative voting is not permitted. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected, the Directors shall hold office until a successor has been elected (at a special meeting if necessary) or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected.

4.6 Books, Financial Statements and Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition and the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operating statement shall be made available to each Member as set out in the CC&R's, and to first mortgagees who have in writing so requested.

4.7 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the Majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose.

4.8 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a Majority of all cast votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors

may be elected at the same meeting.
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4.9 Board Meetings. The Board shall meet at such times and places as it shall reasonably determine provided a Majority is present. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or fax at least three (3) days prior to the day named for such meetings.

4.10 Special Meetings. Special meetings of the Board may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive.

4.12 Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by that Director. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.13 Quorum. A Majority of the Directors shall constitute a quorum and the acts of the Majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors after proper notice.

4.15 Committees. The Board may designate such committees as the Board shall desire, and establish the purposes and powers of each such committee created.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. One person may hold two or more offices, except those offices of President and Secretary.

 5.2 Election of Officers. The officers of the Association shall be elected by the Board for one year terms.

5.3 Removal of Officers. Upon a vote of a Majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. Any officer may resign by giving written notice to the Board or to the President or Secretary of the Association.

5.4 Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. No officer, employee or Director of Grantor or any affiliate of Grantor may receive any compensation.

5.5. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.6. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit Association. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Association.

5.7. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act.

5.8. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The Secretary shall in general, perform all the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings. The Secretary shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner(if known), listing the names and addresses as furnished to the Association.

5.9. This document provided courtesy of the Association of Homeowners. The Treasurer shall have responsibility for the full and accurate accounts of the Association and the filing of all necessary tax returns. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, in accordance with the CC&R's, and shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-laws.

ARTICLE 6. OBLIGATIONS OF OWNERS

6.1 Assessments. All Class A Owners are obligated to pay all Assessments set out in the CC&R's. Except as otherwise provided in the CC&R's (e.g. Limited Assessments against certain lots for violation of the CC&R's), the payment of Assessments shall be Class A Owners. No assessments shall be charged to the Class B Owner or Declarant. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the CC&R's or by law.

6.2 Maintenance and Repair. Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot and improvements as required under the provisions of the CC&R's. Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Property damaged through the fault of the Owner.

ARTICLE 7. AMENDMENTS TO BY-LAWS

These By-laws may be amended at an annual meeting or at a special meeting for such purpose by a vote of 2/3 of the total cast votes where a quorum was present.

ARTICLE 8. MEANING OF TERMS

All terms in these By-laws have the same meanings as in the CC&R's.

ARTICLE 9. CONFLICTING PROVISIONS



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In case any of these By-laws conflict with any provisions of the laws of the State of Idaho, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these By-laws the Articles shall control; and in the case of any conflict between the CC&R's and these By-laws, the CC&R's shall control.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

10.2 Indemnification. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons' duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in

view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

10.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

10.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A Majority vote of a quorum consisting of directors who are not parties to such proceeding; or,

(b) Approval or ratification by the affirmative vote of a Majority of all Members votes cast at a duly held meeting at which a quorum is present or by the written consent of a Majority of all votes(A and B votes together); or,

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, determines that the agent is entitled to indemnification; or

(d) Independent legal counsel, engaged at the direction of a quorum of disinterested directors, gives a written opinion that indemnification is justified.

10.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

10.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3

or paragraph (b) of Section 10.4, in any circumstance where it appears:



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(a) That it would be inconsistent with a provision of the Articles of Incorporation, these By-laws, a resolution of the Board or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

10.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 11. MISCELLANEOUS

11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such persons, and in such manner as approved by the Board.

11.2 Execution of Documents. The Board may authorize any officer(s) or agent(s), to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the

11.3 Inspection of By-laws, Books and Records. The Association shall keep a copy of the Articles, the CC&R's and By-laws, as amended, and the books, records and papers of the Association in the Association's office. These shall be subject to inspection by any member during reasonable business hours. Copies will be provided at a reasonable cost and with advance notice.

11.4 Fiscal Year. The fiscal year of the Association shall be a calendar year.

11.5 Membership Book. The Association shall keep and maintain in the Association's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred upon payment of any Transfer Assessment.



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**DECLARATION OF SOLAR COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PROVIDENCE PLACE SUBDIVISION No. 1
(KNOWN AS HEATHER MEADOWS SUBDIVISION)**

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Ada, State of Idaho, known or to be known as Heather Meadows Subdivision, legally described in the CC&R's to which these Covenants are attached.

WHEREAS, the Boise City Code requires that private restrictions be recorded with subdivision plats which provide the same level of solar access protection as required under the City's solar setback and new development solar access design ordinances;

NOW, THEREFORE, in recognition of the economic and environmental benefits of solar energy use, Declarant desires to provide for the preservation of solar access in the subdivision and to that end desires to impose, in the form of covenants, conditions and restrictions running with the land, a general scheme of solar access protection upon the ownership, use and occupation of all lots therein which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. In the event that the City Solar Access ordinances are amended, or are more strict than these covenants, then these covenants shall be deemed amended to reflect the City ordinance.

ARTICLE 1: SOLAR ACCESS DEFINITIONS:

A. Exempt Tree: Any preexisting vegetation as defined in Article II, Section B or any vegetation included on the list of solar friendly vegetation kept by the City of Boise's Public Works and Community Planning and Development Departments.

B. Front Lot Line: The line represented by the connection of the most distant corners of a lot, including flag lots, where said corners are in common with the boundary of a public or private road. For corner lots, the front lot line is designated on the plat.

C. North Slope: The gradient, in percent slope, from the average finished grade of the front lot line of the shade restricted lot to the average

finished grade of the solar lot line of a solar lot. The slope must be downward or decreasing in elevation from south to north.

D. Restricted Vegetation: A tree or other vegetation which is either evergreen or deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has a dense branching pattern which generally tends to block a high level of the sun's rays during the heating season. Refer to the list of "solar friendly" trees on file with the Boise City Public Works and the Community Planning and Development Departments.

E. Shade: That portion of the shadow cast by the shade point of a structure or vegetation exceeding an 11.5 foot point at the solar lot line at solar noon, January 21.

F. Shade Point: That part of a structure, tree or other object, on a shade restricted lot, which casts the longest shadow (the most northerly shadow) when the sun is due south on January 21, at an altitude of twenty-six (26) degrees above the horizon, except a shadow caused by a narrow object such as a chimney, antenna, utility pole, wire, etc.

G. Shade Point Height: The vertical distance or height measured from the average elevation at the solar lot line to the shade point. If the shade point is located at the north end of a ridge line of a structure oriented within 45 degrees of a geodetic north-south line, the shade point height computed according to the preceding sentence may be reduced by 3 feet. If a structure has a roof oriented within 45 degrees of a geodetic east-west line with a pitch which is flatter than 6 feet (vertical) in 12 feet (horizontal), the shade point will be the eave of the roof. If such a roof has a pitch which is 6 feet in 12 feet or steeper, the shade point will be the peak of the roof.

H. Shade Restricted Lot: Any lot within the subdivision that is southerly of and adjacent to a solar lot. These lots have some restriction on vegetation types and structure height.

I. Solar Friendly Vegetation: A tree or other vegetation which is included on the solar friendly vegetation list kept by the City of Boise's Public Works and Community Planning and Development Departments.

J. Solar Lot: A lot which has the following characteristics:

1. The front lot line is oriented within thirty (30) degrees of a geodetic east/west bearing;
2. The lot to the immediate south has a north slope of ten (10) percent or less;
3. Is intended for the construction of an above ground inhabited structure.

K. **Solar Lot Line**: The most southerly boundary of a solar lot: the line created by connecting the most distant southerly corners of the solar lot.

L. **Solar Setbacks**: The minimum distances, measured perpendicular in a southerly direction, from the center of the solar lot line to the shade point of a structure or to restricted vegetation based upon its height at maturity on the shade restricted lot.

ARTICLE 2: SOLAR ACCESS COVENANTS, CONDITIONS AND RESTRICTIONS:

A. **Shade Restriction**: Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restriction: Any structure or restricted vegetation (solar unfriendly) cannot cast a shadow higher than an imaginary fence 11.5 feet above the solar lot line on solar noon of January 21, when the sun is at an angle of 26 degrees above the horizon. This sun angle at noon on January 21 causes structures, vegetation and other objects to cast a shadow twice as long as their height. The height of the shade point of a structure on the shade restricted lot is limited to 19 feet at the 15 foot rear yard zoning setback in order that the 11.5 foot high "solar fence" at the north property line of the Shade Restricted Lot is not exceeded. These standards assure that a structure built to the 15 foot rear yard zoning setback, on the Solar Lot located to the north, will not be shaded more than 4 feet above grade on its south wall on January 21 at solar noon.

B. **Pre-Existing Vegetation**: Restricted vegetation (solar unfriendly), which existed when the subdivision was platted is exempt from the provisions of these covenants, conditions and restrictions. Any lot which would be shaded beyond the allowed shade limit by such vegetation shall not be classified as a Solar Lot.

C. **Slope Exemption**: Any lot with an average finished grade slope along the north-south lot dimension greater than ten (10) percent shall be exempt from the terms and conditions of these covenants, conditions and restrictions.

D. **Solar Setback**: Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback: Solar Setback (in feet) = [Shade Point Height (in feet) - 11.5'] x 2. Table 1 below shows a few examples of solar setbacks for given shade point heights:

TABLE 1
SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT



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<u>Shade Point Height</u>	<u>Solar Height</u>
10'	0'
15'	7'
20'	17'
25'	27'
30'	37'

E. Solar Friendly Vegetation: Certain vegetation is considered "solar friendly" and is not restricted in regards to location on individual lots. Such vegetation is deciduous, dropping its leaves during early fall and regaining them during late spring. Such vegetation also has sparse branching which allows a high level of sunlight to penetrate through. This growth cycle produces shading during summer but allows sun to penetrate during winter. A list of acceptable solar friendly trees is maintained by the Boise City Public Works and the Community Planning and Development Departments.

**ARTICLE 3: SOLAR ACCESS RIGHTS,
DUTIES AND RESPONSIBILITIES:**

A. Solar Access Rights: The owner(s) of solar lots shall have a right to unobstructed solar access in accordance with these covenants, conditions and restrictions.

B. Solar Access Duties: The owner(s) of any lot shall not build, install or otherwise allow a structure or non-solar friendly tree on that lot to cast more shade at their solar lot line than permitted under these solar access covenants, restrictions and conditions.

ARTICLE 4: MISCELLANEOUS:

A. Enforcement and Non-Waiver. Any lot owner, or homeowner association, whether or not directly affected, shall have the right to enforce, by any proceeding at law or in equity, any violation or threatened violation of a provision of this Declaration. The failure of any person to enforce any covenant or restriction herein contained shall not be deemed a waiver of the rights granted herein. Waiver of one breach does not constitute waiver of any other breach. There can be no waiver of the right to solar access created by this Declaration.

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

 C. **Duration and Applicability to Successors**: This Declaration of Solar Covenants, Conditions and Restrictions shall be in effect perpetually, shall run with the land and shall inure to the benefit of and be binding upon the Declarant and all lot owners in the subdivision and their successors in interest.

D. **Amendment**: This Declaration of Solar Covenants, Conditions and Restrictions may be amended by the vote or written consent of the owners of a majority of the lots in the subdivision affected by such amendment PROVIDED the amendment a) does not reduce the amount of solar access protection provided to the subdivision; and b) the amendment is approved in writing by the City of Boise.

Pump Station will supply 4023 gpm							
15 gpm/lot @ 45 psi							
68 Lots can water at the same time							
Approximately 10 hrs to Irrigate at total buildout.							
PROVIDENCE PLACE SUBDIVISION NO.1							
BL	Lot	8-10 pm	10pm-12am	12-2 am	2-4 am	4-6 am	6-8 am
	1						X
	2						X
	3						X
	4						X
	5						X
	6						X
	7						
	8	X					
	9						
	10						
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Pump Station will supply 1000 gpm							
15 gpm/lot @ 45 psi provided courtesy of Title One							
68 Lots can water at the same time							
Approximately 10 hrs to Irrigate at total buildout.							
PROVIDENCE PLACE SUBDIVISION NO.1							
BL	Lot	8-10 pm	10pm-12am	12-2 am	2-4 am	4-6 am	6-8 am
9	18		X				
	19			X			
	20				X		
	21					X	
	22	X					
	23		X				
	24			X			
	25				X		
10	1						X
11	1						X
	2	X					
	3		X				
	4			X			
	5				X		
	6					X	
	7	X					
12	1		X				
	2			X			
	3				X		
	4					X	
	5	X					
	6		X				
	7						X
13	1						
	2	X					
	3		X				
	4			X			
	5				X		
	6						X
	7					X	
	8	X					
	9		X				
	10			X			
	11				X		
	12					X	
	13	X					
	14		X				
	15			X			
	16				X		
	17					X	
	18	X					

Pump Station will Supply 4000 gpm 15 gpm/lot @ 45 psf provided courtesy of Title One 68 Lots can water at the same time Approximately 10 hrs to Irrigate at total buildout.							
PROVIDENCE PLACE SUBDIVISION NO.1							
BL	Lot	8-10 pm	10pm-12am	12-2 am	2-4 am	4-6 am	6-8 am
13	19		X				
	20			X			
	21				X		
	22					X	
	23	X					
	24		X				
	25			X			
	26				X		
	27					X	
	28	X					
	29		X				
	30			X			
	31				X		
	32					X	
	33	X					
	34		X				
	35			X			
	36				X		
	37					X	
	38	X					
	39		X				
	40			X			
	41				X		
	42					X	
	43	X					
	44		X				
	45			X			
	46				X		
	47					X	
	48	X					
	49		X				
	50			X			
	51				X		
	52					X	
	53	X					
	54						X
14	1						X
	2	X					
	3		X				
	4			X			

Pump Station will supply 1023 gpm		15 gpm/lot @ 45 psi		68 Lots can water at the same time		Aproximately 10 hrs to Irrigate at total buildout.	
15 gpm/lot @ 45 psi		68 Lots can water at the same time		Aproximately 10 hrs to Irrigate at total buildout.		PROVIDENCE PLACE SUBDIVISION NO.1	
BL	Lot	8-10 pm	10pm-12am	12-2 am	2-4 am	4-6 am	6-8 am
14	5				X		
	6					X	
	7	X					
	8		X				
	9			X			
	10				X		
	11					X	
15	1	X					
	2		X				
	3			X			
	4				X		
	5					X	
	6	X					
	7		X				
	8			X			
	9				X		
	10					X	
	11						
	12		X				
TOTAL		27	26	24	24	23	13



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Heather Meadows
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 JAN 22 AM 10:26
First Amendment to that:

RECORDED - REQUEST OF
FEE 10 - DERIVATIVE
101005189

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PROVIDENCE PLACE SUBDIVISION NO. 1

[COMMONLY REFERRED TO AS "HEATHER MEADOWS" SUBDIVISION]

THIS FIRST AMENDMENT TO THAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE PLACE SUBDIVISION NO. 1 is made effective as of the 18th day of January, 2001, by Heather Meadows Development LLC, (hereinafter "Grantor" or "Declarant") whose address is 701 S. Allen St., Suite 103, Meridian, Idaho, 83642.

✓ **Original Recording.** The Original Declaration of Covenants, Conditions and Restrictions was recorded the 16th day of October in Ada County as Instrument No. 100082555. This First Amendment amends that Declaration as follows:

1. In Paragraph 1.1 of the original Declaration the words "Provident Place Subdivision No. 1" are amended to read "Providence Place Subdivision No. 1".

2. In Paragraph 4.13, the sentence that reads "Landscaping, at a minimum, shall include sod or hydro-seeding in the front yard and at least two (2) trees of 2" caliper in the front yard" is hereby amended to read as follows: "Landscaping, at a minimum, shall include sod or hydro-seeding in the front yard and at least two (2) trees of 2" caliper and five (5) one gallon bushes or shrubs in the front yard."

3. The last sentence of Paragraph 11.1 is hereby amended to read as follows:

"The Association shall not be dissolved without the prior written approval of the City having jurisdiction of this subdivision."

DATED THIS 18th day of January, 2001.

Heather Meadows Development, LLC
provided courtesy
of TitleOne

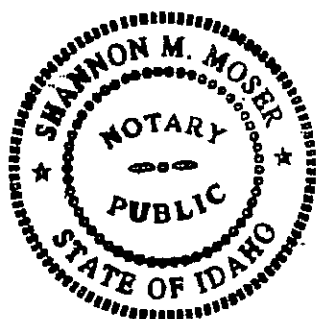
By: Providence Development Group, LLC
Member Manager

by [Signature]
Manager

STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 18th day of January, 2001, before me, a notary public in and for said State, personally appeared Barry Teppola, known or identified to me to be the Manager of Providence Development Group, LLC, the limited liability company that is the Member Manager of Heather Meadows Development, LLC, and acknowledged that he executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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



[Signature]
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 03-25-04



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Heather Meadows
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 SP 21 AM 10:24

RECORDED - REQUEST OF

FEE 9- DEPT. *Robbing*

101097046

Second Amendment to that:

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PROVIDENCE PLACE SUBDIVISION NO. 1

[COMMONLY REFERRED TO AS "HEATHER MEADOWS" SUBDIVISION]

THIS SECOND AMENDMENT TO THAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE PLACE SUBDIVISION NO. 1 (hereinafter "Heather Meadows" Subdivision) is made effective as of the 20th day of Sept., 2001, by Heather Meadows Development LLC, (hereinafter "Grantor" or "Declarant") whose address is 701 S. Allen St., Suite 103, Meridian, Idaho, 83642.

Original Recording. The Original Declaration of Covenants, Conditions and Restrictions was recorded the 16th day of October in Ada County as Instrument No. 100082555.

This Second Amendment amends paragraph 4.9 to read as follows:

4.9 Solar Covenants. Each lot in this subdivision shall be subject to, and each Lot Owner shall comply with, all Boise City Solar Ordinances and that "Declaration of Solar Covenants, Conditions and Restrictions" for this subdivision which is attached hereto as Exhibit C and incorporated herein as if set forth in full. In the event that a Boise City Ordinance is more restrictive than those solar covenants attached hereto, then the more restrictive Boise City ordinance shall be complied with. In the event that the City of Boise eliminates or amends their Solar Ordinances then the Solar Ordinances attached hereto as Exhibit C shall, at that time, be eliminated or amended accordingly.



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Declarant, the current holder of more than 2/3 of the votes in the Heather Meadows Neighborhood Association, Inc., hereby consents to and makes this Amendment pursuant to paragraph 11.3 of the original CC&R's.

DATED THIS 20th day of Sept., 2001.

Heather Meadows Development, LLC

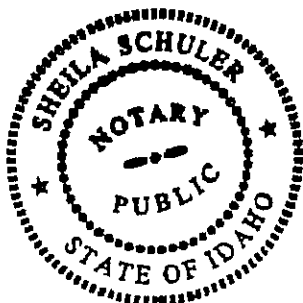
By: Providence Development Group, LLC
Member Manager

by [Signature]
Manager

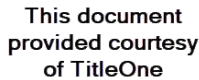
STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 20th day of Sept., 2001, before me, a notary public in and for said State, personally appeared Barry Juppola, known or identified to me to be the Manager of Providence Development Group, LLC, the limited liability company that is the Member Manager of Heather Meadows Development, LLC, and acknowledged that he executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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



Sheila Schuler
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 2/5/06

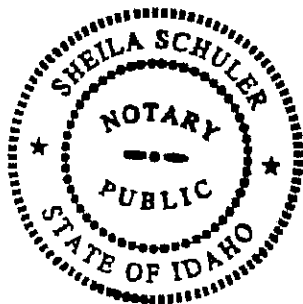


The undersigned President and Secretary of the Heather Meadows Neighborhood Association, Inc., hereby certify and attest that pursuant to paragraph 11.3 of the Original CC&R's, at the time of this Amendment the Grantor holds more than 2/3 of the votes in the Association.

ATTEST: *[Signature]*
Secretary

On this 20th day of Sept., 2001, before me, a notary public in and for said State, personally appeared Barry Leppola and Michelle Jacobbi, known or identified to me (on the basis of satisfactory evidence), to be the President and Secretary, respectively of Heather Meadows Neighborhood Association, Inc., the corporation that executed the foregoing instrument, and the persons 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.



Shirley Schuch
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 2/5/06



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provided courtesy
of TitleOne

Heather Meadows
ADA COUNTY RECORDER
J. DAVID NAVARRO
IDAHO

2001 OC -4 PM 4:09

RECORDED-REQUEST OF
FEE 9- DEPUTY [Signature]
101102842

Third Amendment to that:

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PROVIDENCE PLACE SUBDIVISION NO. 1

(COMMONLY REFERRED TO AS "HEATHER MEADOWS" SUBDIVISION)

THIS THIRD AMENDMENT TO THAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE PLACE SUBDIVISION NO. 1 (hereinafter "Heather Meadows" Subdivision) is made effective as of the 2nd day of October, 2001, by Heather Meadows Development LLC, (hereinafter "Grantor" or "Declarant") whose address is 701 S. Allen St., Suite 103, Meridian, Idaho, 83642.

Original Recording. The Original Declaration of Covenants, Conditions and Restrictions was recorded the 16th day of October in Ada County as Instrument No. 100082555.✓

This Third Amendment amends Article 4.5 to read as follows:

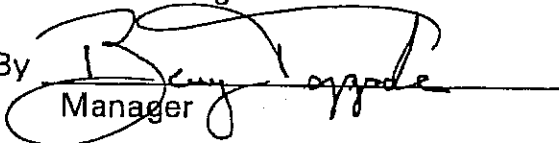
Article 4.5 Accessory Structures. There shall be no metal or wood storage attachments to any home except as approved by the Board. Storage sheds attached to the residential structure shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Patio covers on the back of the home shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot, or a design approved by the Board. Only one outbuilding per lot shall be allowed, and it shall be: a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; c) generally screened from public view; and, d) approved by the Board.

 I, the undersigned, the current holder of more than 2/3 of the votes in the Heather Meadows Neighborhood Association, Inc., hereby consents to and makes this Amendment pursuant to paragraph 11.3 of the original CC&R's.

DATED THIS 2nd DAY OF October, 2001.

Heather Meadows Development, LLC

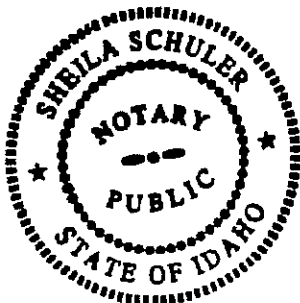
By: Providence Development Group, LLC
Member Manager

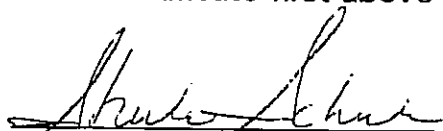
By: 
Manager

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 2 day of October, 2001, before me, a notary public in and for said State, personally appeared Barry Seppala, known or identified to me to be the Manager of Providence Development Group, LLC, the limited liability company that is the Member Manager of Heather meadows Development, LLC, and acknowledged that he executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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



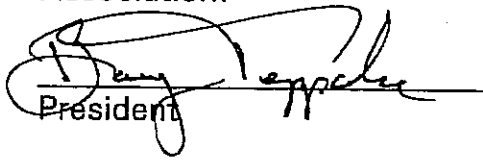

Notary Public for Idaho
Residing in Borise, Idaho
My Commission Expires 25 Oct



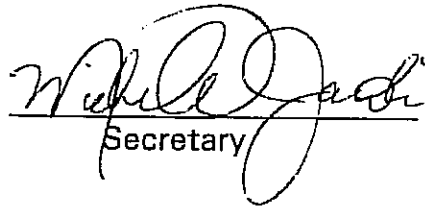
This document
provided courtesy
of TitleOne

CERTIFICATION OF VOTE:

The undersigned President and Secretary of the Heather Meadows neighborhood Association, Inc., hereby certify and attest that pursuant to paragraph 11.3 of the Original CC&R's, at the time of this Amendment the Grantor holds more than 2/3 of the votes in the Association.


President

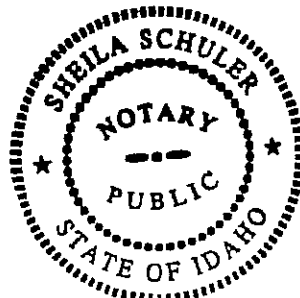
ATTEST:

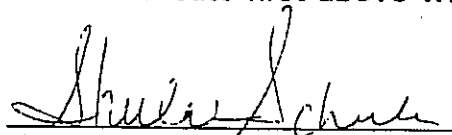

Secretary

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

On this 2nd day of October, 2001, before me, a notary public in and for said State, personally appeared Barry Leppanen and Michelle Jacobson, (known or identified to me on the basis of satisfactory evidence), to be the President and Secretary, respectively of Heather Meadows Neighborhood Association, Inc., the corporation that executed the foregoing instrument, and the persons 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 in Boise, Idaho

My Commission Expires 2-5-06

PROVIDENCE PLACE SUBDIVISION NO. 2

• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO

- ① SOLAR LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ② SHADE RESTRICTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ③ SOLAR AND SHADE RESTRICTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ④ 10' ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT (SEE NOTE 13)



SCALE: 1" = 60'

SEE SHEET 1 OF 4
FOR LEGEND AND NOTES

CURVE DATA					
CURVE	RADIUS	LENGTH	CHORD DIST	CHORD BEG.	DELTA
C-7	75 00'	18 35'	18 32'	N 82° 43' 40" V	14° 10' 56"
C-8	175 00'	12 77'	12 77'	N 80° 06' 11" V	04° 10' 52"
C-9	20 00'	31 31'	28 21'	S 45° 20' 00" V	89° 41' 44"
C-10	20 00'	12 08'	11 89'	N 72° 31' 18" V	34° 33' 40"
C-11	20 00'	11 73'	11 56'	N 38° 25' 25" V	33° 36' 06"
C-12	50 00'	61 68'	58 00'	S 57° 04' 29" E	70° 54' 15"
C-13	35 00'	37 18'	36 33'	N 66° 10' 10" E	42° 36' 36"
C-14	35 00'	40 54'	39 44'	N 21° 30' 08" E	46° 27' 39"
C-15	35 00'	41 40'	40 23'	N 25° 15' 01" V	47° 26' 39"
C-16	35 00'	32 95'	32 36'	N 67° 33' 06" V	37° 43' 30"
C-17	35 00'	34 81'	34 11'	N 73° 15' 25" V	39° 33' 29"
C-18	20 00'	12 27'	12 65'	N 71° 44' 46" E	36° 52' 12"
C-19	20 00'	31 52'	28 36'	S 44° 40' 00" E	90° 19' 16"
C-20	140 83'	63 59'	62 00'	N 66° 00' 00" V	26° 41' 03"
C-21	45 00'	70 43'	63 47'	S 45° 30' 00" V	89° 44' 44"
C-22	70 00'	25 19'	25 06'	S 10° 47' 45" V	33° 37' 13"
C-23	70 00'	31 96'	31 68'	S 34° 11' 07" V	85° 09' 29"
C-24	70 00'	34 33'	34 00'	S 61° 15' 16" V	28° 06' 49"
C-25	70 00'	18 09'	18 04'	S 82° 46' 46" V	14° 49' 11"
C-26	225 00'	15 67'	15 67'	N 87° 49' 26" V	03° 59' 24"
C-27	225 00'	30 70'	30 67'	N 81° 53' 15" V	07° 48' 59"
C-28	200 00'	41 21'	41 14'	N 83° 54' 37" V	11° 48' 23"
C-29	175 00'	23 29'	23 27'	N 66° 00' 28" V	07° 37' 31"
C-30	100 00'	6 27'	6 27'	S 77° 86' 01" V	03° 35' 37"
C-31	125 00'	12 30'	12 49'	S 78° 30' 04" E	05° 43' 44"
C-32	20 00'	14 96'	14 61'	S 82° 56' 23" V	42° 50' 49"
C-33	50 00'	48 34'	39 26'	N 84° 37' 50" E	46° 13' 43"
C-34	50 00'	31 48'	30 96'	S 54° 13' 10" E	36° 04' 18"
C-35	30 00'	31 98'	31 43'	S 17° 51' 43" E	36° 38' 31"
C-36	50 00'	11 55'	11 24'	N 84° 54' 36" V	12° 54' 09"
C-37	20 00'	4 43'	4 10'	N 80° 00' 00" V	12° 52' 32"
C-38	64 00'	56 34'	54 54'	S 28° 44' 06" E	50° 05' 27"
C-39	64 00'	28 63'	28 43'	S 62° 47' 46" E	42° 40' 23"
C-40	39 00'	51 01'	48 09'	S 37° 34' 32" E	76° 07' 30"
C-41	20 00'	31 42'	28 28'	N 44° 33' 58" E	90° 00' 00"
C-42	20 00'	31 42'	28 28'	N 45° 23' 02" E	90° 00' 00"

DETAIL

PROVIDENCE PLACE
SUBDIVISION NO.

USTICK ROAD

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$$\frac{-T_{4N}}{T_{3N}} = \frac{R_{1E}}{R_{1E}}$$

4-002700
SHEET 2 OF 4

KEYNOTES:

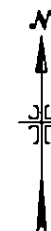
- ① SOLAR LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ② SHADE RESTRICTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ③ UNPLATTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ④ 1/4 SECTION DRAINAGE EASEMENT (SEE NOTE 13)

PROVIDENCE PLACE SUBDIVISION NO. 2

PLAT SHOWING

2001

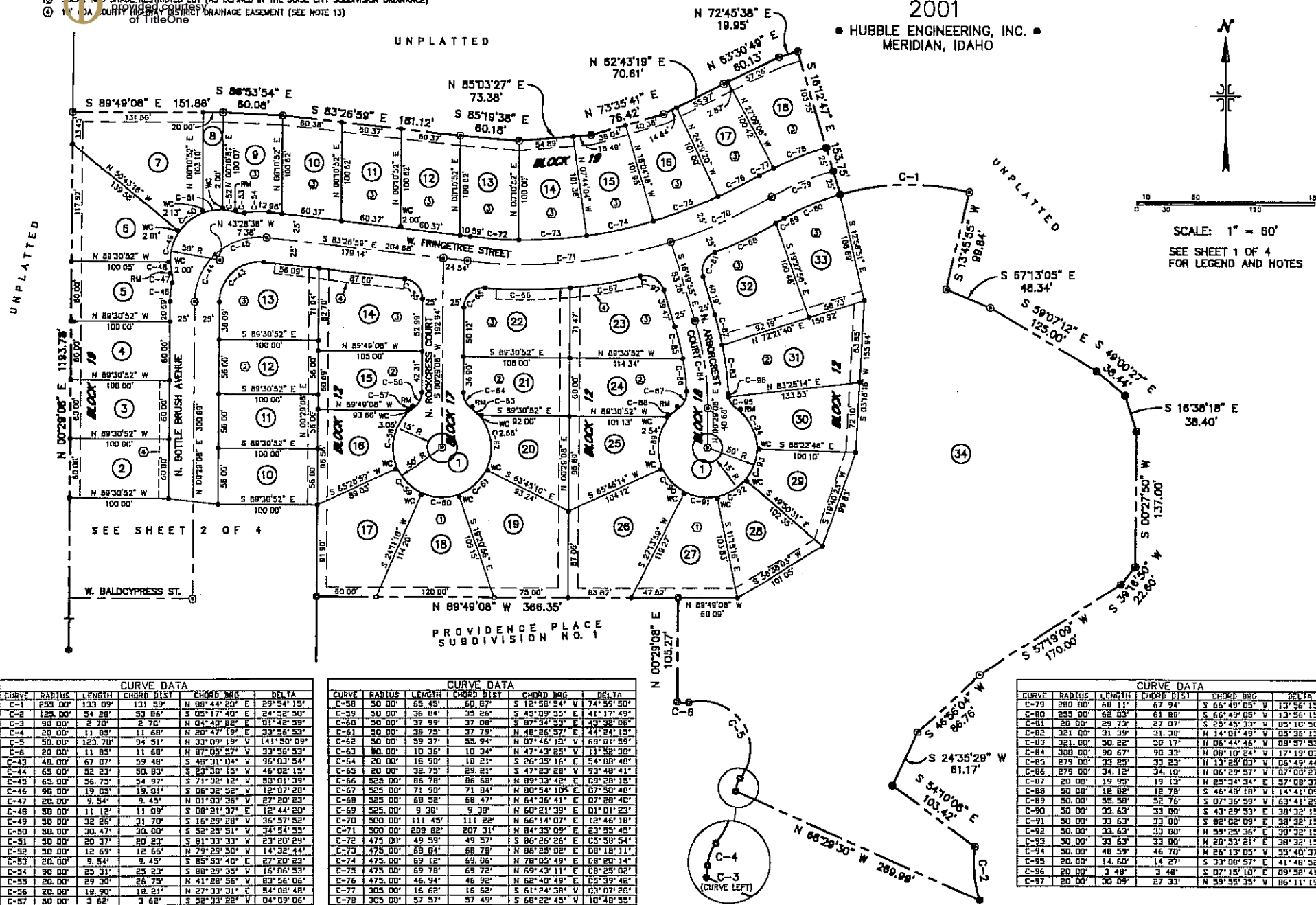
• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO



0 30 60 90 120 150

SCALE: 1" = 60'

SEE SHEET 1 OF 4
FOR LEGEND AND NOTES



CURVE	RADIUS	LENGTH	CHORD DIST	CHORD BEG	DELTA
C-1	123.00'	54.28'	51.85'	N 88°44'20" E	29°54'15"
C-2	123.00'	54.28'	51.85'	S 08°17'40" E	24°52'30"
C-3	90.00'	2.70'	2.70'	N 04°40'22" E	01°42'39"
C-4	20.00'	11.85'	11.68'	N 20°47'19" E	33°56'53"
C-5	50.00'	123.78'	94.51'	N 33°09'19" V	141°30'09"
C-6	20.00'	11.85'	11.68'	N 87°05'37" V	33°56'53"
C-7	40.00'	67.07'	59.48'	S 48°31'04" V	95°03'54"
C-8	65.00'	92.33'	50.83'	S 23°30'15" V	46°08'15"
C-9	65.00'	92.33'	50.83'	S 71°38'12" V	30°01'39"
C-10	90.00'	19.03'	19.01'	S 06°32'56" V	12°07'28"
C-11	9.54'	9.45'	9.45'	N 01°03'36" V	27°20'23"
C-12	50.00'	11.12'	11.09'	S 08°21'37" E	12°44'20"
C-13	50.00'	32.25'	31.70'	S 16°29'28" V	36°57'52"
C-14	50.00'	30.47'	30.00'	S 58°25'51" V	34°54'55"
C-15	50.00'	20.37'	20.23'	S 61°33'33" V	23°20'29"
C-16	50.00'	12.69'	12.65'	N 79°29'30" V	14°32'44"
C-17	20.00'	9.54'	9.45'	S 85°53'40" E	27°20'23"
C-18	90.00'	25.31'	25.23'	S 88°29'35" V	16°06'53"
C-19	90.00'	25.31'	25.23'	N 41°20'52" V	83°56'05"
C-20	90.00'	18.90'	18.21'	N 27°33'31" E	54°08'48"
C-21	30.00'	3.62'	3.62'	S 58°33'25" V	04°09'06"

CURVE	RADIUS	LENGTH	CHORD DIST	CHORD BEG	DELTA
C-22	50.00'	65.45'	50.87'	S 12°58'54" V	74°59'50"
C-23	50.00'	36.04'	35.26'	S 45°09'55" E	41°17'49"
C-24	50.00'	37.99'	37.08'	S 87°34'33" E	43°32'06"
C-25	50.00'	38.75'	37.79'	N 48°26'57" E	44°24'15"
C-26	50.00'	39.37'	38.94'	N 07°46'10" V	68°01'59"
C-27	50.00'	10.36'	10.34'	N 47°43'25" V	11°52'30"
C-28	20.00'	18.90'	18.21'	S 26°35'16" E	54°08'48"
C-29	50.00'	38.75'	37.79'	S 47°23'28" V	93°48'41"
C-30	50.00'	86.78'	86.58'	N 89°33'42" E	09°28'15"
C-31	50.00'	71.90'	71.84'	N 80°54'10" E	07°50'48"
C-32	50.00'	68.52'	68.47'	N 64°36'41" E	07°28'40"
C-33	50.00'	9.30'	9.30'	N 60°21'39" E	01°01'23"
C-34	50.00'	111.45'	111.22'	N 66°14'07" E	12°46'18"
C-35	50.00'	208.82'	207.31'	N 84°35'09" E	23°55'45"
C-36	475.00'	49.57'	49.57'	S 86°26'26" E	05°58'54"
C-37	475.00'	69.04'	68.79'	N 86°25'02" E	08°18'11"
C-38	475.00'	69.12'	69.06'	N 78°05'49" E	08°20'14"
C-39	475.00'	69.78'	69.72'	N 69°43'11" E	08°28'02"
C-40	475.00'	46.94'	46.92'	N 68°40'49" E	05°39'42"
C-41	305.00'	15.62'	15.62'	S 61°24'38" V	03°07'20"
C-42	305.00'	57.57'	57.49'	S 68°22'45" V	10°48'55"

CURVE	RADIUS	LENGTH	CHORD DIST	CHORD BEG	DELTA
C-43	280.00'	58.11'	63.94'	S 66°49'05" V	13°56'13"
C-44	280.00'	62.03'	61.89'	S 60°49'05" V	13°56'13"
C-45	280.00'	29.73'	27.07'	S 25°45'33" V	85°10'56"
C-46	321.00'	31.39'	31.38'	N 14°01'49" V	08°36'13"
C-47	321.00'	50.22'	50.17'	N 06°44'46" V	08°57'53"
C-48	300.00'	90.67'	90.32'	N 08°10'24" V	17°19'03"
C-49	279.00'	33.25'	33.23'	N 13°25'03" V	06°49'44"
C-50	279.00'	34.12'	34.10'	N 06°29'57" V	07°09'27"
C-51	20.00'	19.95'	19.13'	N 25°34'34" E	37°08'37"
C-52	50.00'	12.82'	12.78'	S 46°48'10" V	14°41'09"
C-53	50.00'	55.58'	52.76'	S 07°36'59" V	63°41'25"
C-54	50.00'	33.63'	33.00'	S 43°29'53" E	38°32'15"
C-55	50.00'	33.63'	33.00'	S 82°02'09" E	38°32'15"
C-56	50.00'	33.63'	33.00'	N 59°25'36" E	38°32'15"
C-57	50.00'	33.63'	33.00'	N 20°53'21" E	38°32'15"
C-58	50.00'	48.59'	46.70'	N 26°13'05" V	55°40'37"
C-59	20.00'	14.60'	14.27'	S 33°08'57" E	41°48'52"
C-60	20.00'	3.48'	3.48'	S 07°15'10" E	09°58'41"
C-61	20.00'	30.09'	27.33'	N 59°55'35" V	86°11'19"

PROVIDENCE PLACE SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT HEATHER MEADOWS DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE SW 1/4 OF SECTION 33, T4N, R1E, B1M, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE CORNER COMMON TO SECTIONS 4 AND 5, T3N, R1E, AND SECTION 32 AND THE SAID SECTION 33, FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 33 AND 4 BEARS SOUTH 89°49'08" EAST, 2659 38 FEET, THENCE SOUTH 89°49'08" EAST, 1329 70 FEET TO THE WEST 1/16 CORNER COMMON TO SAID SECTIONS 33 AND 4, THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 NORTH 00°29'08" EAST, 654 24 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 10 OF PROVIDENCE PLACE SUBDIVISION NO. 1, AS SAME IS RECORDED IN BOOK 81 OF PLATS AT PAGE 8730, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE REAL POINT OF BEGINNING THENCE CONTINUING NORTH 00°29'08" EAST, 1193 78 FEET, THENCE SOUTH 89°49'08" EAST, 151 86 FEET, THENCE SOUTH 86°53'54" EAST, 60 08 FEET, THENCE SOUTH 83°26'59" EAST, 181 12 FEET, THENCE SOUTH 85°19'38" EAST, 60 18 FEET, THENCE NORTH 85°03'27" EAST, 73 38 FEET, THENCE NORTH 73°35'41" EAST, 78 42 FEET, THENCE NORTH 62°43'19" EAST, 70 61 FEET, THENCE NORTH 63°30'49" EAST, 60 13 FEET, THENCE NORTH 72°45'38" EAST, 19 95 FEET, THENCE SOUTH 16°12'47" EAST, 153 75 FEET, THENCE 133 09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 255 00 FEET, A CENTRAL ANGLE OF 29°54'15" AND A LONG CHORD BEARING NORTH 88°44'20" EAST, 131 59 FEET, THENCE SOUTH 13°45'55" WEST, 99 84 FEET, THENCE SOUTH 67°13'05" EAST, 48 34 FEET, THENCE SOUTH 59°07'12" EAST, 125 00 FEET, THENCE SOUTH 49°00'27" EAST, 38 44 FEET, THENCE SOUTH 16°36'18" EAST, 38 40 FEET THENCE SOUTH 00°27'50" WEST, 137 00 FEET, THENCE SOUTH 39°16'50" WEST, 22 60 FEET, THENCE SOUTH 57°19'08" WEST, 170 00 FEET, THENCE SOUTH 45°56'04" WEST, 86 76 FEET, THENCE SOUTH 34°35'28" WEST, 61 17 FEET, THENCE SOUTH 54°10'08" EAST, 103 42 FEET, THENCE 54 28 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 125 00 FEET, A CENTRAL ANGLE OF 24°52'50" AND A LONG CHORD BEARING SOUTH 51°14'40" EAST, 53 86 FEET TO THE NORTHEASTLY CORNER OF LOT 17, BLOCK 3 OF SAID PROVIDENCE PLACE SUBDIVISION NO. 1, THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID SUBDIVISION NORTH 66°29'30" WEST, 269 99 FEET, THENCE 2 70 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 90 00 FEET, A CENTRAL ANGLE OF 1°42'59" AND A LONG CHORD BEARING NORTH 4°40'22" EAST, 2 70 FEET, THENCE 11 85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20 00 FEET, A CENTRAL ANGLE OF 33°56'53" AND A LONG CHORD BEARING NORTH 20°47'19" EAST, 11 68 FEET, THENCE 123 78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50 00 FEET, A CENTRAL ANGLE OF 141°50'09" AND A LONG CHORD BEARING NORTH 33°09'19" WEST, 94 51 FEET, THENCE 11 85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20 00 FEET, A CENTRAL ANGLE OF 33°56'53" AND A LONG CHORD BEARING NORTH 87°05'57" WEST, 11 68 FEET, THENCE NORTH 00°29'08" EAST, 105 27 FEET, THENCE NORTH 89°49'08" WEST, 366 35 FEET, THENCE SOUTH 00°29'08" WEST, 100 00 FEET, THENCE NORTH 89°49'08" WEST, 24 60 FEET, THENCE 18 56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75 00 FEET, A CENTRAL ANGLE OF 14°10'56" AND A LONG CHORD BEARING NORTH 82°43'40" WEST, 18 52 FEET, THENCE SOUTH 00°10'52" WEST, 152 29 FEET, THENCE SOUTH 89°49'08" EAST, 374 87 FEET, THENCE SOUTH 23°30'30" WEST, 108 08 FEET, THENCE SOUTH 25°27'29" WEST, 51 41 FEET, THENCE NORTH 78°00'45" WEST, 9 95 FEET, THENCE 12 77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175 00 FEET, A CENTRAL ANGLE OF 4°10'52" AND A LONG CHORD BEARING NORTH 80°06'11" WEST, 12 77 FEET, THENCE SOUTH 00°10'52" WEST, 93 45 FEET, THENCE SOUTH 28°08'11" WEST, 32 60 FEET, THENCE SOUTH 18°39'41" EAST, 108 03 FEET, THENCE SOUTH 05°46'34" WEST, 145 43 FEET, THENCE SOUTH 73°56'11" WEST, 66 74 FEET, THENCE SOUTH 61°33'38" WEST, 83 80 FEET, THENCE NORTH 89°49'08" WEST, 238 95 FEET, THENCE NORTH 00°29'08" EAST, 105 46 FEET, THENCE NORTH 89°30'52" WEST, 145 00 FEET TO THE POINT OF BEGINNING CONTAINING 19 84 ACRES, MORE OR LESS

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC., MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND THE UNITED WATER IDAHO, INC., HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION

HEATHER MEADOWS DEVELOPMENT, LLC

Barry Teppola
BY PROVIDENCE DEVELOPMENT GROUP, LLC
AN IDAHO LIMITED LIABILITY COMPANY, MANAGER
BARRY TEPPOLA, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } SS

ON THIS 26 DAY OF February, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BARRY TEPPOLA, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF PROVIDENCE DEVELOPMENT GROUP, LLC, THE MANAGER OF HEATHER MEADOWS DEVELOPMENT, LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME

IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

10-02-2002
MY BOND EXPIRES



Lorena Carlson
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF *Hubb's Engineering* AT 36 MINUTES PAST 12 O'CLOCK P.M. ON THIS 15 DAY OF June, 2001 IN BOOK 82 OF PLATS AT PAGES 8937 AND 8937 INSTRUMENT NO 101058324

Fee: \$21.00

L. Fischer
DEPUTY

J. David Navarro
EX-OFFICIO RECORDER

CERTIFICATE OF SURVEYOR

I, D TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTER THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS

D TERRY PEUGH

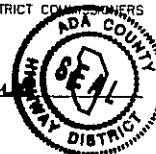


IDAHO NO 4431

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 27 DAY OF April, 2001.

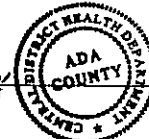
Judy M. Peugh
CHAIRMAN JACB



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

Michelle 2/27/01
CENTRAL DISTRICT HEALTH DEPARTMENT



APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT

Charles D. ... 5/30/01
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 3 DAY OF April, 2001, THIS PLAT WAS DULY ACCEPTED AND APPROVED



Janette P. ...
CITY CLERK, BOISE, IDAHO

5-8-2001

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS



John E. ... 6/12/01
COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY

6/14/01
DATE



Lynda ...
COUNTY TREASURER
deputy



This document provided courtesy of TitleOne

PLAT SHOWING

PROVIDENCE PLACE SUBDIVISION NO. 2

LOCATED IN THE E1/2 OF THE SW1/4, SECTION 33, T.4N., R.1E., B.M.,
BOISE, ADA COUNTY, IDAHO

2001

HUBBLE ENGINEERING, INC.
MERIDIAN, IDAHO

LEGEND

- FOUND BRASS OR ALUM. CAP
- SET 5/8" x 3/4" IRON PIN WITH PLASTIC CAP, PLS 4431
- SET 1/2" x 3/4" IRON PIN WITH PLASTIC CAP, PLS 4431
- FOUND 5/8" IRON PIN, PLS 4431 (INCLUDE NOTES OTHERWISE)
- FOUND 1/2" IRON PIN
- △ CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- EASEMENT LINE (SEE NOTES 1, 4, 9 & 13)
- CENTERLINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- LOT NUMBER
- VC WHERE CORNER OR REFERENCE UNSET 1/2" OFFSET TO LOT BOUNDARY UNLESS INDICATED OTHERWISE. ALL PINS AT POINTS OF REVERSE CURVE ARE RADIAL TO LOT CORNERS.

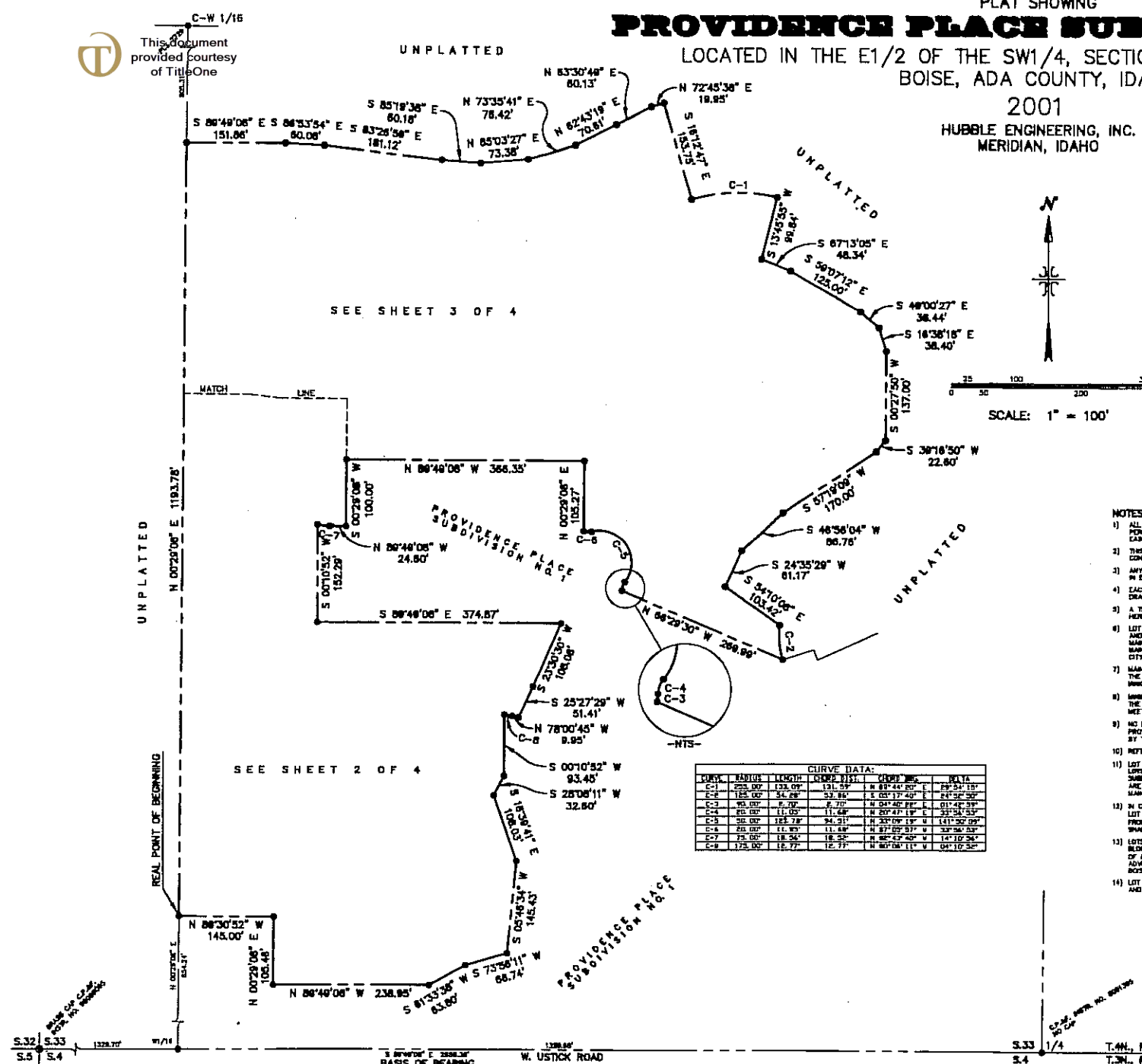


SCALE: 1" = 100'

NOTES:

- 1) ALL LOT LINES CORNER TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT EASEMENT, UNLESS OTHERWISE SHOWN.
- 2) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3005 CONCERNING EASEMENT.
- 3) ANY REDEVELOPMENT OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF REDEVELOPMENT.
- 4) EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE EASEMENT AND PROPERTY DRAINAGE EASEMENT, UNLESS OTHERWISE SHOWN.
- 5) A TEN (10) FOOT WIDE PROPERTY DRAINAGE, EASEMENT & PUBLIC UTILITY EASEMENT IS HEREBY DESIGNATED ALONG THE NEAR LOT LINES.
- 6) LOT 46, BLOCK 8; LOT 16, BLOCK 9; LOT 8, BLOCK 11; LOT 24, BLOCK 12; LOT 8, BLOCK 13; AND LOT 1, BLOCK 14, ARE DESIGNATED AS COMMON LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THIS SUBDIVISION. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF BOISE CITY.
- 7) MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSIGNED BY AN IRRIGATION/DRAINAGE DISTRICT.
- 8) MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT. ALL LOT, PARCEL, AND TRACT LINES SHALL MEET DIMENSIONAL STANDARDS ESTABLISHED IN THE ZONING ORDINANCE.
- 9) NO BUILDING PERMITS SHALL BE ISSUED ON ANY LOTS IN THIS SUBDIVISION UNTIL THE PROVISIONS OF RECORDING INSTRUMENT NO. 10107142 HAVE BEEN FULFILLED AS DETERMINED BY THE CITY OF BOISE.
- 10) REFER TO RECORD OF SURVEY NO. 3796 FOR ADDITIONAL BOUNDARY INFORMATION.
- 11) LOT 11, BLOCK 12; LOT 8, BLOCK 13; AND LOT 8, BLOCK 14 ARE DESIGNATED AS MICROPATH LOTS PROVIDING A PATHWAY ACCESS EASEMENT FOR THE BENEFIT OF PROVIDENCE PLACE SUBDIVISION AND MAY NOT BE IMPOSED WITHOUT EXPRESS CONSENT OF BOISE CITY. SAID LOTS ARE SUBJECT TO THE CONSTRAINTS OF THE HOMEOWNERS ASSOCIATION.
- 12) IN CASES WHERE THE SIDE YARD OF A BUILDABLE LOT ADJACENT EITHER A COMMON LANDSCAPED LOT OR EASEMENT, A MINIMUM TWENTY (20) FOOT BUILDING SETBACK SHALL BE PROVIDED FROM THE SIDE STREET RIGHT-OF-WAY, OR A MINIMUM FIVE (5) FOOT BUILDING SETBACK SHALL BE PROVIDED FROM THE COMMON LOT OR EASEMENT, WHICHEVER IS GREATER.
- 13) LOTS 3, 4, 5, 6, 7, 8 AND 9, BLOCK 10; LOTS 13, 14, 22 & 23, BLOCK 12; LOTS 1, 2 & 3, BLOCK 13 SHALL HAVE AN ACHD DRAINAGE EASEMENT AS SHOWN WHICH SHALL REMAIN FREE OF ALL ENCROACHMENTS AND OBSTRUCTIONS (INCLUDING FENCES AND TREES) WHICH MAY ADVERSELY AFFECT DRAINAGE OR OPERATION AND MAINTENANCE OF THE FACILITY, HOWEVER, BOISE CITY STREETLIGHTS ARE ALLOWED.
- 14) LOT 11, BLOCK 12; LOT 8, BLOCK 13; LOT 1, BLOCK 14; LOT 1, BLOCK 15; LOT 1, BLOCK 16; AND LOT 8, BLOCK 18 HAVE A BOISE CITY SANITARY SEWER EASEMENT.

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BEG.	CHORD END
C-1	235.00'	133.09'	131.39'	N 88°44'20" E	P9+54.10'
C-2	125.00'	54.29'	53.89'	S 65°17'40" E	P9+54.10'
C-3	80.00'	5.70'	5.70'	N 24°40'00" E	P10+47.33'
C-4	80.00'	11.05'	11.66'	N 20°47'19" E	P10+47.33'
C-5	310.00'	183.78'	34.21'	N 20°09'19" U	P11+30.09'
C-6	25.00'	1.18'	1.18'	N 87°00'00" U	P11+30.09'
C-7	25.00'	18.54'	18.52'	N 88°42'40" U	P11+30.09'
C-8	175.00'	18.77'	12.77'	N 80°00'11" U	P11+30.09'



ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - RECORD OF
Heather Meadows
FEE 24.00
DEPUTY PLERSON

2001 JUL -6 PM 3:04

101067518

NOTICE OF ANNEXATION OF
PROVIDENCE PLACE SUBDIVISION NO. 2 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PROVIDENCE PLACE SUBDIVISION NO. 1

[Commonly Referred to as "Heather Meadows Subdivision"]

This declaration of Annexation is made effective the 19th day of June, 2001, by Heather Meadows Development LLC, (hereinafter "Grantor" or "Declarant").

ARTICLE 1

Annexation

1.1. Property Annexed: The property hereby annexed is that real property legally described in Exhibit A, which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Providence Place Subdivision No. 2.

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Providence Place Subdivision No. 1 which Declaration was recorded the 22nd day of January, 2001 in Ada County as Instrument No. 101005189. That Declaration is hereby incorporated herein as if set forth in full and shall be referred to herein as the "Master CC&R's." The real property originally subject to the Master CC&R's is legally described in the Master CC&R's. This property is adjacent to the annexed property described in Exhibit A.

1.3 Authority: This Notice of Annexation is made pursuant to Section 11.5 of the Master CC&R's.

1.4 Effect: The effect of this Notice of Annexation shall be that Providence Place Subdivision No. 1 and Providence Place Subdivision No. 2 shall be; treated as one subdivision, subject to the Master CC&R's and this Declaration, and governed by the Heather Meadows Neighborhood Association, Inc., as set out in the Master CC&R's. All property and lots in Providence Place Subdivision No. 2 (and the future annexations of subsequent phases of Providence Place Subdivision, if any) shall be subject to all provisions of the Master CC&R's recorded for Providence Place Subdivision No. 1. The Master CC&R's govern all lots in Providence Place Subdivision No. 2 except for the provisions in Article 2 below, which are specific to the lots in Providence Place Subdivision No. 2.

ARTICLE 2

SPECIFIC PROVISIONS APPLYING ONLY TO PROPERTY AND LOTS IN PROVIDENCE PLACE SUBDIVISION NO. 2

2.1 Common Areas. In Providence Place Subdivision No. 2, the following lots are designated as common open space, common areas, common landscaped areas of common drainage or easement areas, including but not limited to the following lots:

Lot 46	Block 9	Landscape Lot.
Lot 11	Block 10	Landscaped Micro Path Area.
Lot 8	Block 11	Landscaped Micro Path Area.
Lot 34	Block 12	3.68 Acre Park with Amenities.
Lot 1	Block 16	Street Island Landscaping.
Lot 1	Block 17	Street Island Landscaping.
Lot 1	Block 18	Street Island Landscaping.
Lot 8	Block 19	Landscaped Micro Path Area.

These common area lots in Providence Place Subdivision No. 2 shall be deeded to, managed by, and maintained by Heather Meadows Neighborhood Association, Inc., as set out in the Master CC&R's.

2.1.1 Micro-Path and Easement Lots. Lot 11, Block 10; Lot 8, Block 11; Lot 8, Block 19 are for the purpose of maintaining a landscaped micro-path and easement area. This easement area shall be a paved micro-path and landscaped as approved by the City of Boise. Each micro-path lot and easement area shall be for the ingress and egress of pedestrian and bicycle traffic and shall be for the benefit of all lots in Providence Place Subdivision and Heatherglenn Subdivision. These lots shall be owned and maintained by the Association and such maintenance shall comply with all Boise City requirements and regulations for micro-path easement areas. This micro-path easement and the maintenance responsibilities relating thereto shall not be dissolved without the express written permission of the City of Boise.

2.1.2 Sanitary Sewer Easement Lots. Lot 11, Block 10; Lot 8, Block 11; Lot 1, Block 16; Lot 1, Block 17; Lot 1, Block 18; Lot 8, Block 19 have a blanket sanitary sewer easement.

2.1.3 3.68 Acre Park with Amenities. Lot 34, Block 12 of Providence Place Subdivision No. 2 shall be for the benefit of all lots in Providence Place Subdivision and Heatherglenn Subdivision. This lot, and any amenities constructed thereon, shall be owned and maintained by the Heather Meadows Neighborhood Association, Inc. and such maintenance shall comply with all Boise City requirements.

2.2 Park Fences. Grantor may construct a fence on the lots adjacent to Lot 34, Block 12. After Grantor has transferred title of any lot, containing a portion of this perimeter fence, it shall be the responsibility thereafter of the lot owner to maintain, repair and/or replace that portion of the fence. The maintenance, repairs and/or replacement shall be performed so as to keep the fence uniform, attractive and harmonious. In the event an Owner permits the fence to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, the Board or Grantor, after thirty (30) days, prior written notice to the offending Owner, shall have the right to enter upon the Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Article 8 and 9 of the Master CC&R's.

2.2.1 Access to Park. The Grantor may construct access gates in the fence described in Section 2.2. These gates will be the only access to the park from the adjacent lots. The gates and subsequent access points may not be moved to any other portion on the lot. No other gates or access points will be allowed or approved. In the event a gate needs repaired or replaced, it shall be the responsibility of the Lot Owner and shall be in general conformance with the design on file with the Board

2.3 Settlers Irrigation License Agreements. All lots in this subdivision shall be subject to any existing or future recorded agreements or license agreements with Settlers Irrigation District regarding this subdivision and irrigation water.

2.4 Assessments. All assessments to Heather Meadows Neighborhood Association, Inc. for lots in Providence Place Subdivision No. 2 shall be the same assessments and in the same amounts per lot as set out in the Master CC&R's.

2.5 ACHD Drainage Easement. ACHD is hereby granted an easement over those lot areas shown on the plat for maintenance of the storm drainage facilities. These drainage facilities are to be maintained by ACHD. In the event that these drainage facilities are not maintained by ACHD, then the Association shall maintain them. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of ACHD to operate and maintain these drainage facilities. Driveways in these easement areas are permitted. The lots affected by these ACHD drainage facilities easements are as follows:

Lot 3	Block 10
Lot 4	Block 10
Lot 5	Block 10
Lot 6	Block 10
Lot 7	Block 10
Lot 8	Block 10
Lot 9	Block 10
Lot 13	Block 12
Lot 14	Block 12

Lot 22	Block 12
Lot 23	Block 12
Lot 1	Block 19
Lot 2	Block 19
Lot 3	Block 19

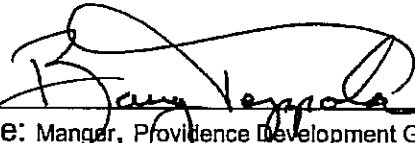
2.6 Lots Restricted to Homes of Single Story Only. The following lots shall be restricted to single story homes only:

Lot 33	Block 9
Lot 34	Block 9
Lot 45	Block 9
Lot 12	Block 11
Lot 13	Block 12
Lot 14	Block 12
Lot 22	Block 12
Lot 23	Block 12
Lot 32	Block 12
Lot 1	Block 19

2.7 Solar Covenants. All Lots in this Subdivision are subject to those Solar Covenants attached to the Master CC&R's, they are incorporated herein as if set out in full. In the event the City of Boise eliminates or amends their Solar Ordinances, then the Declaration of Solar Covenants attached as Exhibit C of the Master CC&R's shall be eliminated or amended accordingly.

HEATHER MEADOWS DEVELOPMENT, LLC

By

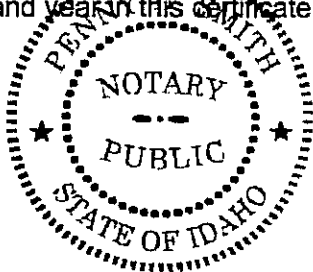

Title: Manager, Providence Development Group, LLC
Managing Member of Heather Meadows
Development, LLC

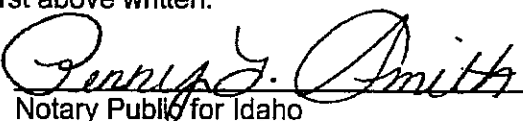
DECLARANT

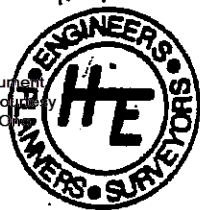
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3rd day of July, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Barry Teppola, known or identified to me to be the Manager of Providence Development Group, LLC, Managing Member of HEATHER MEADOWS DEVELOPMENT, LLC, the Limited Liability Company that executed the within and foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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




Notary Public for Idaho
Residing in Boise
My Commission Expires 2/14/07



HUBBLE ENGINEERING, INC.

701 S. Allen St., Suite 102 • Meridian, ID 83642

208/322-8992 • Fax 208/378-0329

Project No. 4-0027600

January 18, 2001
Revised February 7, 2001

PROVIDENCE PLACE SUBDIVISION NO. 2

A parcel of land located in the East 1/2 of the SW1/4 of Section 33, T.4N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4 and 5, T.3N., R.1E., and Section 32 and the said Section 33, from which the 1/4 corner common to said Sections 33 and 4 bears South 89°49'08" East, 2659.38 feet; thence South 89°49'08" East, 1329.70 feet to the West 1/16 corner common to said Sections 33 and 4; thence along the West boundary of the East 1/2 of the SW1/4 North 00°29'08" East, 654.24 feet to the northwest corner of Lot 1, Block 10 of Providence Place Subdivision No. 1, as same is recorded in Book 81 of Plats at Page 8730, records of Ada County, Idaho, said point being the **REAL POINT OF BEGINNING**.

Thence continuing North 00°29'08" East, 1193.78 feet;

thence South 89°49'08" East, 151.86 feet;

thence South 86°53'54" East, 60.08 feet;

thence South 83°26'59" East, 181.12 feet;

thence South 85°19'38" East, 60.18 feet;

thence North 85°03'27" East, 73.38 feet;

thence North 73°35'41" East, 76.42 feet;

thence North 62°43'19" East, 70.61 feet;

thence North 63°30'49" East, 60.13 feet;

thence North 72°45'38" East, 19.95 feet;

thence South 16°12'47" East, 153.75 feet;

thence 133.09 feet along the arc of a non-tangent curve to the right, having a radius of 255.00 feet, a central angle of 29°54'15" and a long chord bearing North 88°44'20" East, 131.59 feet;

thence South 13°45'55" West, 99.84 feet;

thence South 67°13'05" East, 48.34 feet;

thence South 59°07'12" East, 125.00 feet;

thence South 49°00'27" East, 38.44 feet;

thence South 16°38'18" East, 38.40 feet

thence South 00°27'50" West, 137.00 feet;

thence South 39°16'50" West, 22.60 feet;

thence South 57°19'09" West, 170.00 feet;

thence South 46°56'04" West, 86.76 feet;

thence South 24°35'29" West, 61.17 feet;

thence South 54°10'08" East, 103.42 feet;

thence 54.28 feet along the arc of a non-tangent curve to the left, having a radius of 125.00 feet, a central angle of 24°52'50" and a long chord bearing South 5°17'40" East, 53.86 feet to the northeasterly corner of Lot 17, Block 3 of said Providence Place Subdivision No. 1;

thence along the northerly and westerly boundary of said subdivision North 66°29'30" West, 269.99 feet;

thence 2.70 feet along the arc of a non-tangent curve to the left, having a radius of 90.00 feet, a central angle of 1°42'59" and a long chord bearing North 4°40'22" East, 2.70 feet;

thence 11.85 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 33°56'53" and a long chord bearing North 20°47'19" East, 11.68 feet;

thence 123.78 feet along the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 141°50'09" and a long chord bearing North 33°09'19" West, 94.51 feet;

thence 11.85 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 33°56'53" and a long chord bearing North 87°05'57" West, 11.68 feet;

thence North 00°29'08" East, 105.27 feet;

thence North 89°49'08" West, 366.35 feet;

thence South 00°29'08" West, 100.00 feet;

thence North 89°49'08" West, 24.60 feet;

thence 18.56 feet along the arc of a curve to the right, having a radius of 75.00 feet, a central angle of 14°10'56" and a long chord bearing North 82°43'40" West, 18.52 feet;

thence South 00°10'52" West, 152.29 feet;

thence South 89°49'08" East, 374.87 feet;

thence South 23°30'30" West, 108.08 feet;

thence South 25°27'29" West, 51.41 feet;

thence North 78°00'45" West, 9.95 feet;

thence 12.77 feet along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 4°10'52" and a long chord bearing North 80°06'11" West, 12.77 feet;

thence South 00°10'52" West, 93.45 feet;

thence South 28°08'11" West, 32.60 feet;

thence South 18°39'41" East, 108.03 feet;

thence South 05°46'34" West, 145.43 feet;

thence South 73°56'11" West, 66.74 feet;

thence South 61°33'38" West, 63.80 feet;

thence North 89°49'08" West, 238.95 feet;

thence North 00°29'08" East, 105.46 feet;

thence North 89°30'52" West, 145.00 feet to the Point of Beginning. Containing 19.84 acres, more or less.

Prepared by:
HUBBLE ENGINEERING, INC.



D. Terry Peugh, P.L.S.

Heather Meadows
ADA COUNTY RECORDER
J. DAVID NAVARRO
2001.10.10

2001 OC -4 PM 4:09

RECORDED - REQUEST OF

FEE 9- DEPUTY CLERK

Chlorbilly
101102843

FIRST AMENDMENT to that:

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PROVIDENCE PLACE SUBDIVISION (No. 2)

[COMMONLY REFERRED TO AS "HEATHER MEADOWS" SUBDIVISION]

This First Amendment to that Declaration of Covenants, Conditions and Restrictions for Providence Place Subdivision No. 2 (hereinafter "Heather Meadows" Subdivision) is made effective as of the 28th day of September, 2001, by Heather Meadows Development, LLC, (hereinafter "Grantor" or "Declarant") This Amendment is to correct certain typographical errors.

This Paragraph should have read, and is hereby amended to read, as follows:

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Providence Place Subdivision No. 1 which Declaration was recorded the 16th day of October, 2001 in Ada County as Instrument No. 100082555. That Declaration is hereby incorporated herein as if set forth in full and shall be referred to herein as the "Master CC&R's." The real property originally subject to the Master CC&R's is legally described in the Master CC&R's. This property is adjacent to the annexed property described in Exhibit A.

Declarant, the current holder of more than 2/3 of the votes in the Heather Meadows Neighborhood Association, Inc., hereby consents to and makes this Amendment pursuant to paragraph 11.3 of the original CC&R's.

DATED THIS 28th DAY OF September 2001.

Heather Meadows Development, LLC

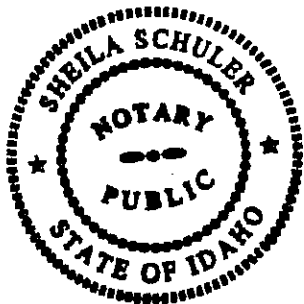
By: Providence Development Group, LLC
Member Manager

By [Signature]
Manager

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 28th day of September, 2001, before me, a notary public in and for said State, personally appeared Barry Lepore, known or identified to me to be the Manager of Providence Development Group, LLC, the limited liability company that is the Member Manager of Heather meadows Development, LLC, and acknowledged that he executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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



Sheila Schuler
Notary Public for Idaho
Residing in Bowle, Idaho
My Commission Expires 2/5/02

CERTIFICATION OF VOTE:

The undersigned President and Secretary of the Heather Meadows neighborhood Association, Inc., hereby certify and attest that pursuant to paragraph 11.3 of the Original CC&R's, at the time of this Amendment the Grantor holds more than 2/3 of the votes in the Association.

Barry Leppola
President

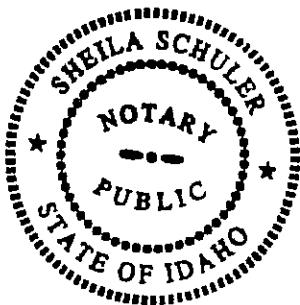
ATTEST:

Michelle Garcia
Secretary

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

On this 28th day of September 2001, before me, a notary public in and for said State, personally appeared Barry Leppola and Michelle Garcia, (known or identified to me on the basis of satisfactory evidence), to be the President and Secretary, respectively of Heather Meadows Neighborhood Association, Inc., the corporation that executed the foregoing instrument, and the persons 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.



Sheila Schuler

Notary Public for Idaho

Residing in Boise, Idaho

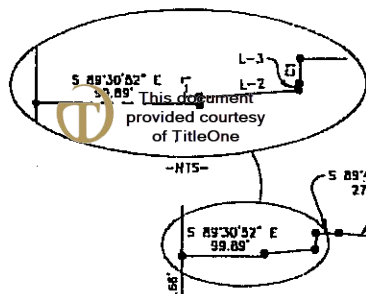
My Commission Expires 2/5/06

PROVIDENCE PLACE SUBDIVISION NO. 3

LOCATED IN THE E1/2 OF THE SW1/4, SECTION 33, T.4N., R.1E., B.M.,
BOISE, ADA COUNTY, IDAHO

2001

HUBBLE ENGINEERING, INC.
MERIDIAN, IDAHO



SEE SHEET 2 OF 4

SEE SHEET 3 OF 4

PROVIDENCE PLACE SUBDIVISION NO. 1

PROVIDENCE PLACE SUBDIVISION NO. 1

CURVE	STATION	115.00	115.00	115.00	115.00	115.00	115.00
C1	78.00	16.94'	16.94'	16.94'	16.94'	16.94'	16.94'
C2	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
C3	175.00	34.34'	34.34'	34.34'	34.34'	34.34'	34.34'
C4	225.00	123.00'	123.00'	123.00'	123.00'	123.00'	123.00'

LINE	STATION	115.00	115.00	115.00	115.00	115.00	115.00
L-1	78.00	16.94'	16.94'	16.94'	16.94'	16.94'	16.94'
L-2	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
L-3	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
L-4	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
L-5	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
L-6	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
L-7	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
L-8	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'
L-9	78.00	8.27'	8.27'	8.27'	8.27'	8.27'	8.27'



SCALE: 1" = 100'

LEGEND

- FOUND BRASS OR ALUM CAP
- SET 5/8" x 3/4" IRON PIN WITH PLASTIC CAP, PLS 4431
- SET 1/2" x 3/4" IRON PIN WITH PLASTIC CAP, PLS 4431
- FOUND 5/8" IRON PIN, PLS 4431 UNLESS NOTED OTHERWISE
- FOUND 1/2" IRON PIN
- CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- EASEMENT LINE (SEE NOTES 1, 4, 5 & 12)
- CENTERLINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- LOT NUMBER
- REDUCED CORNER OR REFERENCE MONUMENT, LOT OFFSET TO LOT CORNER UNLESS SHOWN OTHERWISE
- REDUCED CORNER OR REFERENCE MONUMENT, LOT OFFSET TO LOT CORNER UNLESS SHOWN OTHERWISE
- REDUCED CORNER OR REFERENCE MONUMENT, LOT OFFSET TO LOT CORNER UNLESS SHOWN OTHERWISE

NOTES:

- 1) ALL LOT LINES EDGING TO A PUBLIC RIGHT-OF-WAY LINE (HWY, A TRAIL) THAT THEY PERMANENT PUBLIC UTILITY, PROPERTY DRAINAGE, IRRIGATION AND BOISE CITY STREET LIGHTS EASEMENTS, UNLESS OTHERWISE SHOWN.
- 2) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE RELEVANT BOISE CITY ORDINANCES CONCERNING IRRIGATION WATER.
- 3) ANY REVISIONS OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE BOISE CITY ORDINANCES IN EFFECT AT THE TIME OF REVISION.
- 4) EACH LINE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE IRRIGATION AND PROPERTY DRAINAGE EASEMENT, UNLESS OTHERWISE SHOWN.
- 5) A TEN (10) FOOT WIDE PROPERTY DRAINAGE, IRRIGATION & PUBLIC UTILITY EASEMENT IS PERMITTED TO BE LOCATED ALONG THE REAR LOT LINES.
- 6) LOT 12, BLOCK 12, LOT 13, & LOT 14, BLOCK 12, AND LOT 15, BLOCK 12, LINE BOUNDARY AS COMMON LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THIS SUBDIVISION. THIS OWNERSHIP AND MAINTENANCE EASEMENT MAY NOT BE DISTURBED WITHOUT THE EXPRESS CONSENT OF BOISE CITY.
- 7) MAINTENANCE OF ANY IRRIGATION OR IRRIGATION DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSIGNED BY AN IRRIGATION/DRAINAGE DISTRICT.
- 8) SHOWN BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ORDINANCES AS IN EFFECT AT THE TIME OF RECORDING. ALL LOT, PARCEL AND TRACT LINES SHALL MEET DIMENSIONAL STANDARDS ESTABLISHED IN THE BOISE CITY ORDINANCES.
- 9) NO BUILDING PERMITS SHALL BE ISSUED ON ANY LOTS IN THIS SUBDIVISION UNTIL THE PROVISIONS OF RECORDED INSTRUMENT NO. 4431 HAVE BEEN FULLY COMPLIED WITH AS DETERMINED BY THE CITY OF BOISE.
- 10) REFER TO RECORD OF SURVEY NO. 3169 FOR ADDITIONAL BOUNDARY INFORMATION.
- 11) LOT 12, BLOCK 12, LOT 13, BLOCK 12, AND LOT 14, BLOCK 12, ARE DESIGNATED AS UNDEVELOPED LOTS PROVIDING A FUTURE ACCESS EASEMENT FOR THE BENEFIT OF PROVIDENCE PLACE SUBDIVISION NO. 3 AND MAY NOT BE MAINTAINED WITHOUT EXPRESS CONSENT OF BOISE CITY. SAID LOTS ARE SUBJECT TO THE ORDINANCES OF THE HOMEOWNERS ASSOCIATION.
- 12) IN CASES WHERE THE SIDE YARD OF A BUILDABLE LOT ADJUTS OTHER A COMMON UNDEVELOPED LOT OR EASEMENT, A MINIMUM TWENTY (20) FOOT BUILDING SETBACK SHALL BE PROVIDED FROM THE SIDE STREET RIGHT-OF-WAY, OR A UNIFORM FIVE (5) FOOT BUILDING SETBACK SHALL BE PROVIDED FROM THE COMMON LOT OR EASEMENT, WHATEVER IS GREATER.
- 13) LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, SHALL HAVE AN ADOPTED DRAINAGE EASEMENT (ENCLOSURE FENCES AND TREES) WHICH MAY ADVERSELY AFFECT DRAINAGE OR OPERATION AND MAINTENANCE OF THE FACILITY, HOWEVER, BOISE CITY STREETSIGHTS ARE ALLOWED.

W. USTICK ROAD
BASIS OF BEARING
S. 32° 12' 00" E. 123.71'

T.4N., R.1E.
T.3N., R.1E.

PLAT SHOWING

PROVIDENCE PLACE SUBDIVISION NO. 3

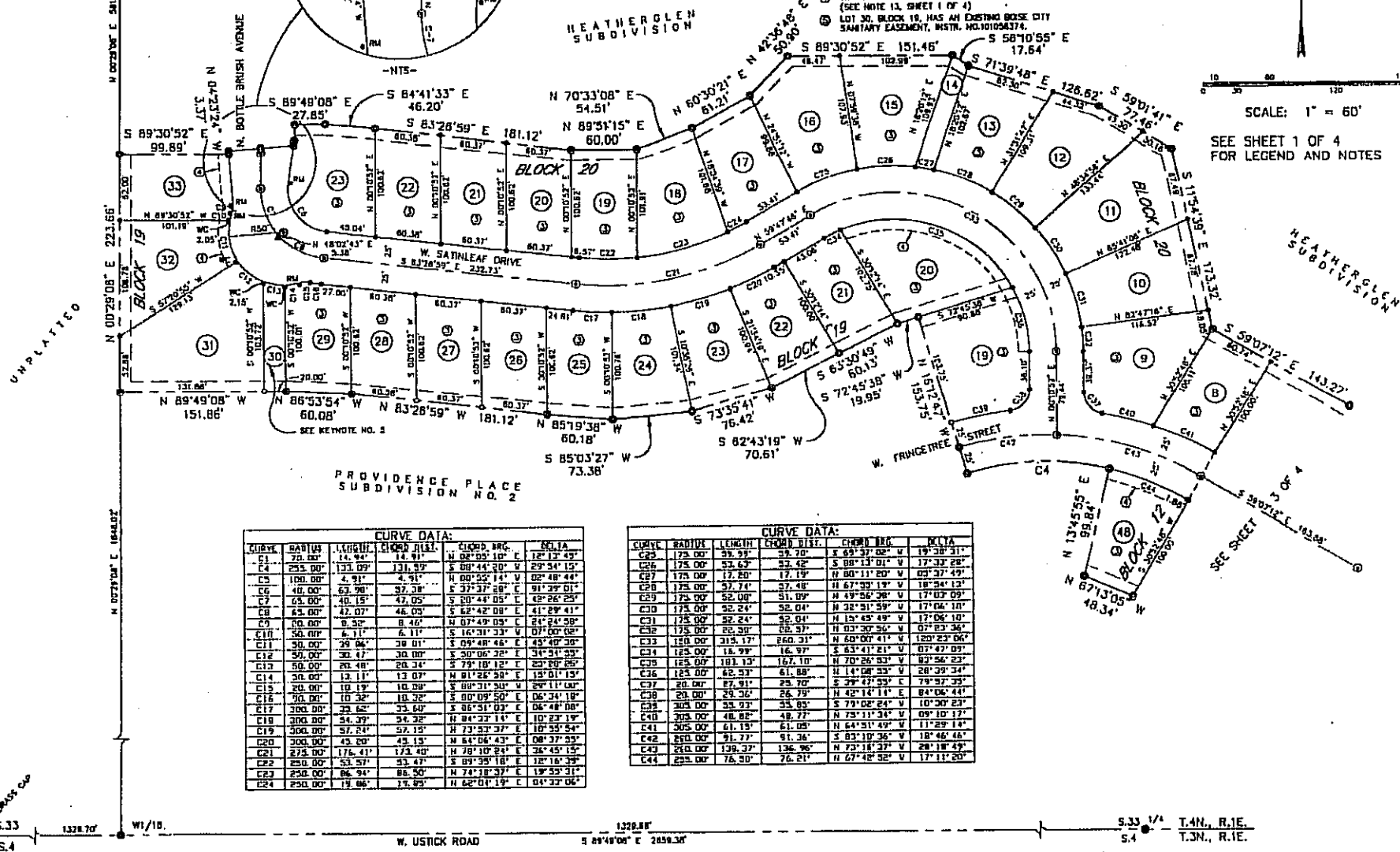
2001

• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO**KEYNOTES:**

- ① SOLAR LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ② SHADE RESTRICTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ③ SOLAR AND SHADE RESTRICTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ④ 10' ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT (SEE NOTE 13, SHEET 1 OF 4)
- ⑤ LOT 30, BLOCK 19, HAS AN EXISTING BOISE CITY SANITARY EASEMENT, MSTR. NO. 10106374.



SCALE: 1" = 60'

SEE SHEET 1 OF 4
FOR LEGEND AND NOTESThis document
provided courtesy of
TitleOne

CURVE DATA:				
CURVE	RADIUS	CHORD DIST.	CHORD BEG.	CHORD END
C1	75.00'	14.91'	N 08°52'10" E	18°12'32"
C2	253.00'	133.09'	S 00°44'20" W	29°54'12"
C3	100.00'	4.91'	N 00°22'14" W	02°48'44"
C4	40.00'	63.90'	S 37°37'28" E	91°39'01"
C5	65.00'	40.15'	S 00°44'05" E	42°26'25"
C6	65.00'	42.07'	S 62°42'08" E	41°29'41"
C7	50.00'	8.30'	N 07°49'03" E	24°24'58"
C8	50.00'	6.11'	S 16°41'03" W	6.11'
C9	50.00'	28.06'	S 09°48'46" E	45°02'38"
C10	50.00'	30.47'	S 30°06'32" E	34°34'33"
C11	50.00'	20.48'	S 79°18'12" E	20°28'26"
C12	30.00'	13.11'	N 01°26'50" E	13°01'15"
C13	20.00'	10.19'	S 00°31'30" W	29°11'00"
C14	30.00'	10.32'	S 00°09'50" E	06°24'18"
C15	300.00'	23.62'	S 05°31'03" E	06°48'08"
C16	300.00'	54.39'	N 04°27'14" E	10°23'18"
C17	300.00'	57.24'	N 73°33'37" E	10°58'54"
C18	300.00'	45.20'	N 64°06'43" E	08°37'55"
C19	275.00'	175.41'	N 78°10'24" E	36°45'15"
C20	250.00'	53.57'	S 09°35'18" E	12°18'39"
C21	250.00'	86.94'	N 74°18'37" E	13°53'31"
C22	250.00'	19.06'	N 62°04'19" E	04°23'06"

CURVE DATA:				
CURVE	RADIUS	CHORD DIST.	CHORD BEG.	CHORD END
C23	175.00'	55.97'	S 69°37'02" W	19°38'31"
C24	175.00'	52.67'	S 08°13'01" W	17°32'28"
C25	175.00'	17.80'	N 00°11'20" W	02°37'49"
C26	175.00'	57.74'	N 67°33'19" W	18°54'13"
C27	175.00'	52.08'	N 49°56'38" W	17°03'09"
C28	175.00'	52.24'	N 38°51'58" W	17°04'18"
C29	175.00'	52.24'	N 12°45'49" W	17°06'10"
C30	175.00'	55.30'	N 03°30'56" W	07°23'36"
C31	120.00'	315.17'	N 60°00'41" W	120°23'06"
C32	125.00'	16.99'	S 63°41'21" W	07°47'09"
C33	125.00'	163.13'	N 70°26'53" W	02°56'23"
C34	125.00'	62.53'	N 14°08'33" W	28°39'34"
C35	20.00'	27.91'	S 29°42'59" E	78°32'28"
C36	300.00'	55.03'	S 70°02'24" W	10°50'23"
C37	300.00'	48.82'	N 73°11'34" W	09°10'17"
C38	300.00'	61.15'	N 64°51'49" W	11°29'14"
C39	260.00'	91.77'	S 03°10'36" W	18°46'46"
C40	260.00'	139.37'	N 73°18'37" W	28°18'49"
C41	250.00'	76.50'	N 67°48'52" W	17°11'20"

PLAT SHOWING

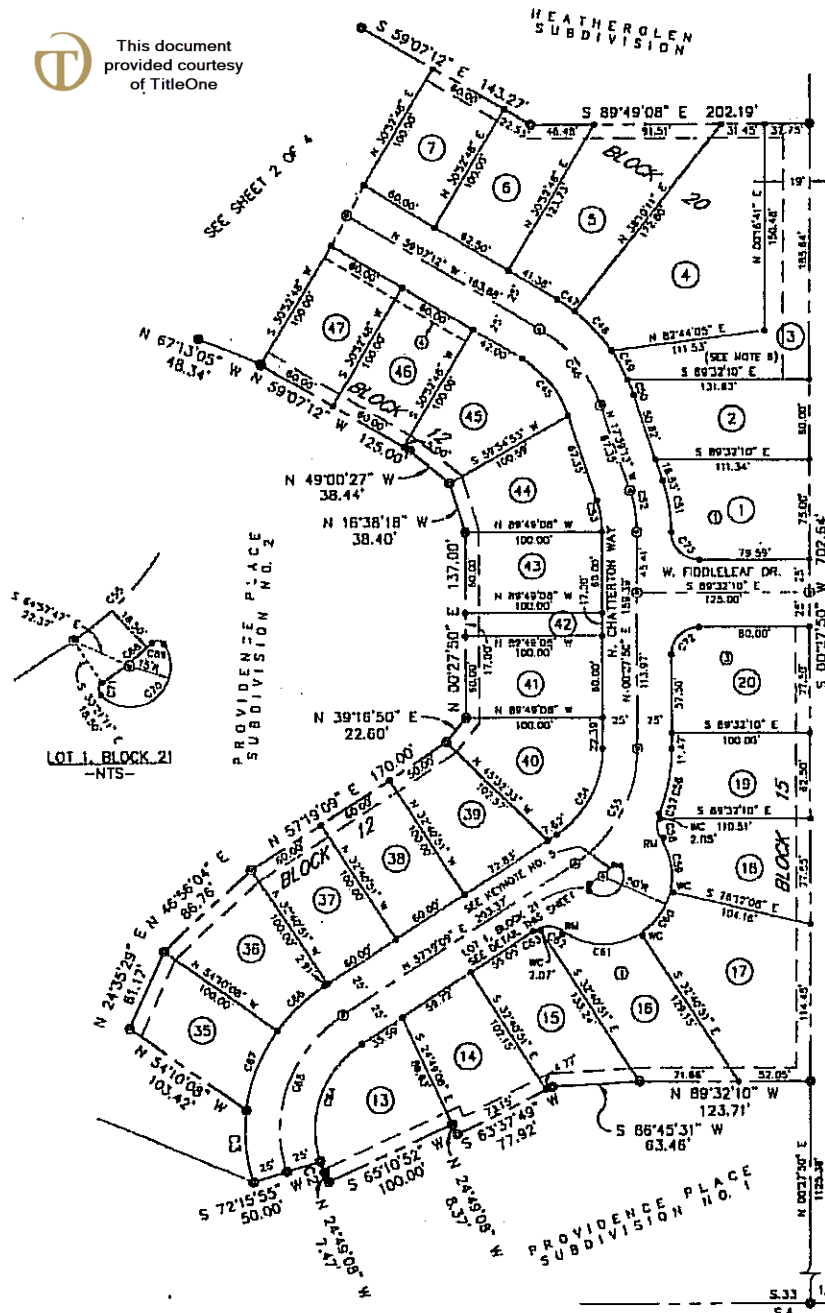
PROVIDENCE PLACE SUBDIVISION NO. 3

2001

• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO



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provided courtesy
of TitleOne



EXISTING SETTLERS DRAINAGE
FROM TRAIL 664329

KEYNOTES:

- ① SOLAR LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ② SHADE RESTRICTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ③ SOLAR AND SHADE RESTRICTED LOT (AS DEFINED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ④ 10' ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENT
(SEE NOTE 13, SHEET 1 OF 4)
- ⑤ LOT 1, BLOCK 21, HAS A BOISE CITY SANITARY SEWER EASEMENT.



SCALE: 1" = 60'

SEE SHEET 1 OF 4
FOR LEGEND AND NOTES

UNPLATTED

CURV	STATION	Length	Chord Distance	Chord Bearing	Offset
C2	75.00	9.37	9.37	N 21°16'33" W	0702'03"
C3	125.00	34.78	33.86	N 05°17'40" W	24°52'50"
C4	75.00	34.78	33.10	N 38°23'13" W	41°27'59"
C6	100.00	72.37	70.80	N 36°23'13" W	41°27'59"
C7	125.00	15.42	15.41	N 55°35'09" W	0704'07"
C8	125.00	38.58	38.41	N 42°58'50" W	1808'31"
C9	125.00	22.83	22.82	N 25°39'20" W	1030'30"
C10	125.00	12.54	12.53	N 20°31'38" W	05°44'51"
C11	125.00	39.53	38.38	N 08°35'42" W	1807'04"
C12	100.00	31.82	31.49	N 08°35'42" W	1807'04"
C13	75.00	23.72	23.62	N 08°35'42" W	1807'04"
C14	75.00	74.42	71.41	N 28°53'30" E	56°31'18"
C15	100.00	98.23	95.21	N 28°53'30" E	56°31'18"
C16	125.00	48.98	48.64	N 11°41'19" E	22°28'58"
C17	20.00	3.44	3.45	S 17°57'45" W	09°54'07"
C18	20.00	15.74	15.74	S 08°31'55" E	45°02'14"
C19	50.00	40.03	38.97	N 09°08'20" W	45°52'25"
C20	50.00	37.04	37.07	N 32°33'31" E	43°31'17"
C21	20.00	18.77	18.09	S 88°37'45" E	88°06'10"
C22	20.00	5.00	4.90	S 84°29'02" W	14°18'45"
C23	75.00	98.25	97.37	S 19°47'32" W	25°03'15"
C24	100.00	130.98	121.83	S 19°47'32" W	25°03'15"
C25	125.00	46.88	46.81	S 66°54'31" W	21°29'17"
C26	125.00	62.58	61.93	S 21°29'18" W	28°41'07"
C27	118.50	23.28	23.24	N 51°35'11" E	11°15'21"
C28	3.00	5.38	4.68	N 82°49'24" E	102°28'12"
C29	15.00	43.56	29.79	N 51°35'11" E	184°22'58"
C30	3.00	5.36	4.85	S 05°59'48" W	102°28'12"
C31	20.00	31.42	28.78	S 45°27'50" W	90°00'00"
C32	20.41	32.07	28.87	S 44°32'10" E	80°00'00"

BK. 82 Pg. 9040

CERTIFICATE OF SURVEYOR

CERTIFICATE OF SURVEY
I, D. TERRY PUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

A PARCELS C, L, H, AND D, EACH BEING 1/2 OF THE SW 1/4 OF SECTION 33, T.4N., R.1E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 4 AND 5, T.3N., R.1E., AND SECTION 32 AND THE SAID SECTION 33, FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 33 AND 4 BEARS SOUTH 89°49'08" EAST, 2659.38 FEET; THENCE SOUTH 89°49'08" EAST, 1329.70 FEET TO THE WEST 1/16 CORNER COMMON TO SAID SECTIONS 33 AND 4; THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 NORTH 00°20'08" EAST, 1848.02 FEET TO THE NORTHWEST CORNER OF PROVIDENCE PLAT SUBDIVISION NO. 1, AS SAME IS RECORDED IN BOOK 82 OF PLATS AT PAGE 2750'08" EAST, 223.66 FEET TO THE SOUTHWEST CORNER OF HEATHERGLEN SUBDIVISION, AS SAME IS RECORDED IN BOOK 81 OF PLATS AT PAGE 8881, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE REAL POINT OF BEGINNING. THENCE CONTINUING NORTH 00°20'08" EAST, 223.66 FEET TO THE SOUTHWEST CORNER OF HEATHERGLEN SUBDIVISION, AS SAME IS RECORDED IN BOOK 81 OF PLATS AT PAGE 8881, RECORDS OF ADA COUNTY, IDAHO. THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID HEATHERGLEN SUBDIVISION SOUTH 89°30'52" EAST, 89.89 FEET; THENCE NORTH 42°32'44" WEST, 3.37 FEET; THENCE NORTH 58°36'36" EAST, 59.81 FEET; THENCE NORTH 81°02'02" EAST, 3.88 FEET; THENCE 14.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 123°45' AND A LONG CHORD BEARING NORTH 205°10" EAST, 14.91 FEET; THENCE SOUTH 89°49'08" EAST, 27.85 FEET; THENCE SOUTH 84°11'33" EAST, 46.20 FEET; THENCE SOUTH 83°26'59" EAST, 181.12 FEET; THENCE NORTH 89°51'15" EAST, 60.00 FEET; THENCE NORTH 70°33'08" EAST, 54.51 FEET; THENCE NORTH 60°30'21" EAST, 61.21 FEET; THENCE NORTH 42°36'48" EAST, 50.90 FEET; THENCE SOUTH 89°30'52" EAST, 131.46 FEET; THENCE SOUTH 58°10'58" EAST, 17.84 FEET; THENCE SOUTH 21°19'48" EAST, 126.82 FEET; THENCE SOUTH 59°01'41" EAST, 77.46 FEET; THENCE SOUTH 11°54'39" EAST, 173.32 FEET; THENCE SOUTH 59°07'12" EAST, 143.27 FEET; THENCE SOUTH 89°49'08" EAST, 202.19 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION LYING ON THE NORTH-SOUTH MID-SECTION LINE; THENCE ALONG SAID LINE SOUTH 00°27'50" WEST, 702.64 FEET TO THE NORTHEAST CORNER OF PROVIDENCE PLAT SUBDIVISION NO. 1, AS SAME IS RECORDED IN BOOK 81 OF PLATS AT PAGE 8730, RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION NORTH 89°32'10" WEST, 123.71 FEET; THENCE SOUTH 88°45'31" WEST, 63.46 FEET; THENCE SOUTH 63°37'49" WEST, 77.82 FEET; THENCE NORTH 24°49'08" WEST, 8.37 FEET; THENCE SOUTH 88°50'52" WEST, 60.00 FEET; THENCE NORTH 24°44'08" WEST, 7.47 FEET; THENCE 9.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 7°05'03" AND A LONG CHORD BEARING NORTH 21°16'37" WEST, 9.27 FEET; THENCE SOUTH 72°15'55" WEST, 50.00 FEET; THENCE DEPARTING A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 24°52'50" AND A LONG CHORD BEARING NORTH 51°74'40" WEST, 53.86 FEET; THENCE NORTH 54°10'08" WEST, 103.42 FEET; THENCE NORTH 24°35'29" EAST, 61.17 FEET; THENCE NORTH 46°58'04" EAST, 86.76 FEET; THENCE NORTH 57°19'09" EAST, 179.00 FEET; THENCE NORTH 39°16'50" EAST, 22.60 FEET; THENCE NORTH 00°27'50" EAST, 137.00 FEET; THENCE NORTH 16°38'10" WEST, 38.40 FEET; THENCE NORTH 49°00'27" WEST, 38.44 FEET; THENCE NORTH 59°07'12" WEST, 125.00 FEET; THENCE NORTH 67°30'05" WEST, 48.34 FEET; THENCE NORTH 13°45'55" EAST, 99.84 FEET; THENCE 133.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 29°54'15" AND A LONG CHORD BEARING SOUTH 88°44'20" WEST, 131.59 FEET; THENCE NORTH 16°12'47" WEST, 153.75 FEET; THENCE SOUTH 72°45'38" WEST, 19.95 FEET; THENCE SOUTH 63°30'49" WEST, 60.13 FEET; THENCE SOUTH 62°43'19" WEST, 70.61 FEET; THENCE SOUTH 73°35'41" WEST, 76.42 FEET; THENCE SOUTH 18°50'37" WEST, 73.38 FEET; THENCE NORTH 85°10'38" WEST, 60.18 FEET; THENCE NORTH 83°26'59" WEST, 181.12 FEET; THENCE NORTH 88°53'54" WEST, 80.08 FEET; THENCE NORTH 89°49'08" WEST, 151.86 FEET TO THE POINT OF BEGINNING. CONTAINING 12.31 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERMANENTLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE CREATED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IOWA, INC., MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND THE UNITED WATER IOWA, INC., HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

HEATHER MEADOWS DEVELOPMENT, LLC

BY PROVIDENCE DEVELOPMENT GROUP, LLC
AN IDAHO LIMITED LIABILITY COMPANY, MANAGER
BARRY TEPPOLA, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 23 DAY OF July, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BARRY TEPPOLA, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF PROVIDENCE DEVELOPMENT GROUP, LLC, THE MANAGER OF HEATHER MEADOWS DEVELOPMENT, LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN
THIS
CERTIFICATE FIRST ABOVE WRITTEN.

10-03-2001
NY BOND EXPENSES

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA } S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Hubble Eng.
AT 57 MINUTES PAST 1 O'CLOCK P. M. ON THIS 24 DAY OF Sept, 2020
IN BOOK 82 OF PLATS AT PAGES 9037 INSTRUMENT NO. 101098022

J. Dixon

Fee: \$21.00

J. David Nunez
EX-OFFICIO RECORDER

K: JUSTICE BOLDAWICKS V. TROY DENICE. NO. JUPH0V_003_74A1_00000 4-74-01 1:54:24 pm EST

D. TERRY PEUGH

~~INSTR. NO. 4431~~

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS
ON THE 26th DAY OF June, 2001.

Judy M. Peary, Clerk
WARDMAN/ACHD

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT
SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE ITTFR TO BE READ ON FILE WITH THE
COUNTY RECORDER OR HIS AGENT USING THE CONDITIONS OF APPROVAL.

CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Chad 2/2/0
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 22nd DAY OF May, 2001 THIS
 RESOLUTION WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, HOUSE, MAY

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

JOHN E. KISTNER 9/21/00
COUNTY SURVEYOR FELSBO

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FOR THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9/24/01

Lynda Fischer, by Dawn Brown
COUNTY TREASURER deputy

This document is being rerecorded to include the real property legally described in Exhibit A.

RECORDED-REQUEST OF
ADA COUNTY RECORDER *Rerecord*
J. DAVID NAVARRO *Heather* FEE *27.00* DEPUTY *Phaple*
BOISE, IDAHO *meadows*
2001 OCT 18 PM 3:18 101108306

**NOTICE OF ANNEXATION OF
PROVIDENCE PLACE SUBDIVISION NO. 3 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PROVIDENCE PLACE SUBDIVISION NO. 1**

[Commonly Referred to as "Heather Meadows Subdivision"]

This declaration of Annexation is made effective the 1st day of October, 2001, by Heather Meadows Development LLC, (hereinafter "Grantor" or "Declarant").

ADA COUNTY RECORDER
ARTICLE 1 DAVID NAVARRO
CLERK, IDAHO

Annexation 3 PM 3:15

200100-3

Heather Meadows
12.00
FEE
DEPUTY

101102412

1.1. Property Annexed: The property hereby annexed is that real property legally described in Exhibit A, which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Providence Place Subdivision No. 3.

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Providence Place Subdivision No. 1 which Declaration was recorded the 16th day of October, 2001 in Ada County as Instrument No. 100082555. That Declaration is hereby incorporated herein as if set forth in full and shall be referred to herein as the "Master CC&R's." The real property originally subject to the Master CC&R's is legally described in the Master CC&R's. This property is adjacent to the annexed property described in Exhibit A.

1.3 Authority: This Notice of Annexation is made pursuant to Section 11.5 of the Master CC&R's.

1.4 Effect: The effect of this Notice of Annexation shall be that Providence Place Subdivision No. 1 and Providence Place Subdivision No. 3 shall be; treated as one subdivision, subject to the Master CC&R's and this Declaration, and governed by the Heather Meadows Neighborhood Association, Inc., as set out in the Master CC&R's. All property and lots in Providence Place Subdivision No. 3 (and the future annexations of subsequent phases of Providence Place Subdivision, if any) shall be subject to all provisions of the Master CC&R's recorded for Providence Place Subdivision No. 1. The Master CC&R's govern all lots in Providence Place Subdivision No. 3 except for the provisions in Article 2 below, which are specific to the lots in Providence Place Subdivision No. 3.

ARTICLE 2

SPECIFIC PROVISIONS APPLYING ONLY TO PROPERTY AND LOTS IN PROVIDENCE PLACE SUBDIVISION NO. 3

2.1 Common Areas. In Providence Place Subdivision No. 3, the following lots are designated as common area:

Lot 42	Block 12	Landscaped Micro Path Area
Lot 30	Block 19	Landscaped Micro Path Area
		Boise City Sanitary Sewer Easement
Lot 3	Block 20	Landscaped Micro Path Area
		Settlers Irrigation District Maintenance And Operation Easment
Lot 14	Block 20	Landscaped Micro Path Area
Lot 1	Block 21	Landscaped Island

These common area lots in Providence Place Subdivision No. 3 shall be deeded to, managed by, and maintained by Heather Meadows Neighborhood Association, Inc., as set out in the Master CC&R's.

2.1.1 Micro-Path and Easement Lots. Lot 42, Block 12; Lot 30, Block 19; Lot 3 Block 20; Lot 14, Block 20 are for the purpose of maintaining a landscaped micro-path and easement area. This easement area shall be a paved micro-path and landscaped as approved by the City of Boise. Each micro-path lot and easement area shall be for the ingress and egress of pedestrian and bicycle traffic and shall be for the benefit of all lots in Providence Place Subdivision and Heather Glen Subdivision. These lots shall be owned and maintained by the Association and such maintenance shall comply with all Boise City requirements and regulations for micro-path easement areas. This micro-path easement and the maintenance responsibilities relating thereto shall not be dissolved without the express written permission of the City of Boise.

2.1.2 Sanitary Sewer Easement Lot. Lot 30, Block 19 has a blanket sanitary sewer easement.

2.2 Park Fences. Grantor may construct a fence on the lots adjacent to Lot 34, Block 12 of Providence Place Subdivision No. 2. After Grantor has transferred title of any lot, containing a portion of this perimeter fence, it shall be the responsibility thereafter of the lot owner to maintain, repair and/or replace that portion of the fence. The maintenance, repairs and/or replacement shall be performed so as to keep the fence uniform, attractive and harmonious. In the event an Owner permits the fence to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, the Board or Grantor, after thirty (30) days, prior written notice to the offending Owner, shall have the right to enter upon the Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Article 8 and 9 of the Master CC&R's.

2.2.1 Access to Park. The Grantor may construct access gates in the fence described in Section 2.2. These gates will be the only access to the park from the adjacent lots. The gates and subsequent access points may not be moved to any other portion on the lot. No other gates or access points will be allowed or approved. In the event a gate needs repaired or replaced, it shall be the responsibility of the Lot Owner and shall be in general conformance with the design on file with the Board

2.3 Settlers Irrigation License Agreements. All lots in this subdivision shall be subject to any existing or future recorded agreements or license agreements with Settlers Irrigation District regarding this subdivision and irrigation water.

2.4 Assessments. All assessments to Heather Meadows Neighborhood Association, Inc. for lots in Providence Place Subdivision No. 3 shall be the same assessments and in the same amounts per lot as set out in the Master CC&R's.

2.5 ACHD Drainage Easement. ACHD is hereby granted an easement over those lot areas shown on the plat for maintenance of the storm drainage facilities. These drainage facilities are to be maintained by ACHD. In the event that these drainage facilities are not maintained by ACHD, then the Association shall maintain them. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of ACHD to operate and maintain these drainage facilities. Driveways in these easement areas are permitted. The lots affected by these ACHD drainage facilities easements are as follows:

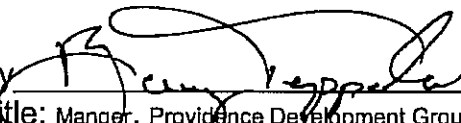
Lot 46	Block 12
Lot 47	Block 12
Lot 48	Block 12
Lot 19	Block 19
Lot 20	Block 19
Lot 32	Block 19
Lot 33	Block 19

2.6 Lots Restricted to Homes of Single Story Only. The following lots shall be restricted to single story homes only:

Lot 20	Block 15
Lot 19	Block 19
Lot 1	Block 20
Lot 9	Block 20
Lot 23	Block 20

2.7 Solar Covenants. All Lots in this Subdivision are subject to those Solar Covenants attached to the Master CC&R's, they are incorporated herein as if set out in full. In the event the City of Boise eliminates or amends their Solar Ordinances, then the Declaration of Solar Covenants attached as Exhibit C of the Master CC&R's shall be eliminated or amended accordingly.

HEATHER MEADOWS DEVELOPMENT, LLC

By 
Title: Manger, Providence Development Group, LLC
Managing Member of Heather Meadows
Development, LLC

DECLARANT

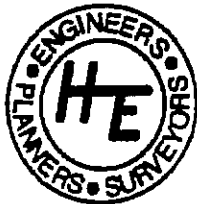
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1st day of October, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Barry Teppola, known or identified to me to be the manager of Providence Development Group, LLC, Managing Member of HEATHER MEADOWS DEVELOPMENT, LLC, the Limited Liability Company that executed the within and foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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




Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires Feb. 5, 2006



HUBBLE ENGINEERING, INC.

701 S. Allen St., Suite 102 • Meridian, ID 83642

208/322-8992 • Fax 208/378-0329

✓ ok

Project No. 4-0104800

April 24, 2001

PROVIDENCE PLACE SUBDIVISION NO. 3

A parcel of land located in the East 1/2 of the SW1/4 of Section 33, T.4N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4 and 5, T.3N., R.1E., and Section 32 and the said Section 33, from which the 1/4 corner common to said Sections 33 and 4 bears South 89°49'08" East, 2659.38 feet; thence South 89°49'08" East, 1329.70 feet to the West 1/16 corner common to said Sections 33 and 4; thence along the West boundary of the East 1/2 of the SW1/4 North 00°29'08" East, 1848.02 feet to the northwest corner of Providence Place Subdivision No. 2, as same is recorded in Book _____ of Plats at Page _____, records of Ada County, Idaho, said point being the **REAL POINT OF BEGINNING**.

Thence continuing North 00°29'08" East, 223.66 feet to the southwest corner of Heatherglen Subdivision, as same is recorded in Book 81 of Plats at Page 8881, records of Ada County, Idaho.

thence along the southerly boundary of said Heatherglen Subdivision South 89°30'52" East, 99.89 feet;

thence North 4°23'24" West, 3.37 feet;

thence North 85°36'36" East, 59.81 feet;

thence North 8°12'02" East, 3.88 feet;

thence 14.94 feet along the arc of a curve to the left, having a radius of 70.00 feet, a central angle of 12°13'45" and a long chord bearing North 2°05'10" East, 14.91 feet;

thence South 89°49'08" East, 27.85 feet;

thence South 84°41'33" East, 46.20 feet;

thence South 83°26'59" East, 181.12 feet;

thence North 89°51'15" East, 60.00 feet;

thence North 70°33'08" East, 54.51 feet;

thence North $60^{\circ}30'21''$ East, 61.21 feet;
thence North $42^{\circ}36'48''$ East, 50.90 feet;
thence South $89^{\circ}30'52''$ East, 151.46 feet;
thence South $56^{\circ}10'55''$ East, 17.64 feet;
thence South $71^{\circ}39'48''$ East, 126.62 feet;
thence South $59^{\circ}01'41''$ East, 77.46 feet;
thence South $11^{\circ}54'39''$ East, 173.32 feet;
thence South $59^{\circ}07'12''$ East, 143.27 feet;

thence South $89^{\circ}49'08''$ East, 202.19 feet to the southeast corner of said subdivision lying on the North-South mid-section line;

thence along said line South $00^{\circ}27'50''$ West, 702.64 feet to the northeast corner of Providence Place Subdivision No. 1, as same is recorded in Book 81 of Plats at Page 8730, records of Ada County, Idaho;

thence along the northerly boundary of said subdivision North $89^{\circ}32'10''$ West, 123.71 feet;

thence South $86^{\circ}45'31''$ West, 63.46 feet;
thence South $63^{\circ}37'49''$ West, 77.92 feet;
thence North $24^{\circ}49'08''$ West, 8.37 feet;
thence South $65^{\circ}10'52''$ West, 100.00 feet;
thence North $24^{\circ}49'08''$ West, 7.47 feet;

thence 9.27 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, a central angle of $7^{\circ}05'03''$ and a long chord bearing North $21^{\circ}16'37''$ West, 9.27 feet;

thence South $72^{\circ}15'55''$ West, 50.00 feet;

thence departing said northerly boundary along the easterly boundary of said Providence Place Subdivision No. 2, 54.28 feet along the arc of a non-tangent curve to the right, having a radius of 125.00 feet, a central angle of $24^{\circ}52'50''$ and a long chord bearing North $5^{\circ}17'40''$ West, 53.86 feet;

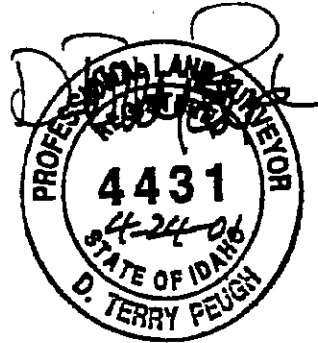
thence North 54°10'08" West, 103.42 feet;
thence North 24°35'29" East, 61.17 feet;
thence North 46°56'04" East, 86.76 feet;
thence North 57°19'09" East, 170.00 feet;
thence North 39°16'50" East, 22.60 feet;
thence North 00°27'50" East, 137.00 feet;
thence North 16°38'18" West, 38.40 feet;
thence North 49°00'27" West, 38.44 feet;
thence North 59°07'12" West, 125.00 feet;
thence North 67°13'05" West, 48.34 feet;
thence North 13°45'55" East, 99.84 feet;

thence 133.09 feet along the arc of a non-tangent curve to the left, having a radius of 255.00 feet, a central angle of 29°54'15" and a long chord bearing South 88°44'20" West, 131.59 feet;

thence North 16°12'47" West, 153.75 feet;
thence South 72°45'38" West, 19.95 feet;
thence South 63°30'49" West, 60.13 feet;
thence South 62°43'19" West, 70.61 feet;
thence South 73°35'41" West, 76.42 feet;
thence South 85°03'27" West, 73.38 feet;
thence North 85°19'38" West, 60.18 feet;
thence North 83°26'59" West, 181.12 feet;
thence North 86°53'54" West, 60.08 feet;

thence North 89°49'08" West, 151.86 feet to the Point of Beginning. Containing 12.31 acres, more or less.

Prepared by:
HUBBLE ENGINEERING, INC.



D. Terry Peugh, P.L.S.

PROVIDENCE PLACE SUBDIVISION NO. 4

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT PDG HEATHER MEADOWS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SE1/4 OF SECTION 33, T.4N., R.1E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THIS SUBDIVISION AT THE 1/4 CORNER COMMON TO SECTION 4, T.3N., R.1E., AND THE SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS SOUTH 88°44'18" EAST, 2649.75 FEET; THENCE ALONG THE NORTH-SOUTH LINE OF SECTION 33 BEARS SOUTH 00°27'50" EAST, 25.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF USTICK ROAD AND THE REAL POINT OF BEGINNING. THENCE CONTINUING NORTH 00°27'50" EAST, 1632.93 FEET TO THE SOUTHWEST CORNER OF GINGER CREEK ESTATES SUBDIVISION, AS SAME IS RECORDED IN BOOK 39 OF PLATS AT PAGE 3256, RECORDS OF ADA COUNTY, IDAHO (OF RECORD AS NORTH 00°20'52" EAST, 1632.98 FEET AND NORTH 0°27' WEST, 1652.70 FEET TO A POINT IN THE NORTH SLOUGH); THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION SOUTH 89°46'00" EAST, 351.75 FEET TO A 5/8" IRON PIN MARKING AN ANGLE POINT IN THE EXTERIOR BOUNDARY OF SAID GINGER CREEK ESTATES SUBDIVISION (RECORD SOUTH 89° 52'57" EAST, 351.94 FEET AND NORTH 89°14' EAST, 348.87 FEET TO A STEEL PIN MARKING THE NORTHEAST CORNER OF LEWIS AND CLARK SUBDIVISION UNIT NO. 2); THENCE NORTH 5°20'17" WEST, (OF RECORD AS NORTH 6°19' WEST AND NORTH 5°27'15" WEST) 6.12 FEET TO A 5/8" IRON PIN MARKING THE SOUTHWESTERLY CORNER OF LOT 18, BLOCK 1 OF LEWIS AND CLARK SUBDIVISION UNIT NO. 2, AS SAME IS RECORDED IN BOOK 24 OF PLATS AT PAGE 1510, RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOT 18 AND LOT 17 OF SAID SUBDIVISION SOUTH 77°06'03" EAST, (RECORD SOUTH 78°00" EAST), 137.07 FEET; THENCE SOUTH 84°16'24" EAST, 121.81 FEET (RECORD SOUTH 85°10' WEST, 122.00 FEET); THENCE SOUTH 39°05'39" EAST, 120.80 FEET (RECORD SOUTH 40°00' WEST, 120.80 FEET); THENCE SOUTH 66°21'39" EAST, 161.70 FEET (RECORD SOUTH 69°16' EAST, 161.70 FEET); THENCE SOUTH 36°02'39" EAST, 82.10 FEET (RECORD SOUTH 36°56'7" EAST, 82.10 FEET); THENCE SOUTH 60° 46'39" EAST, 100.80 FEET (RECORD SOUTH 61°41' EAST, 100.80 FEET); THENCE SOUTH 85°57'39" EAST, 1.34 FEET (RECORD SOUTH 86°52' EAST, 2.16 FEET); THENCE DEPARTING SAID SOUTHERLY BOUNDARY SOUTH 00°27'50" WEST, 417.00 FEET; THENCE NORTH 89° 44'18" WEST, 551.85 FEET; THENCE SOUTH 00°27'50" WEST, 913.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF USTICK ROAD; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°44'18" WEST, 420.70 FEET TO THE POINT OF BEGINNING. CONTAINING 23.26 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT, THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC., MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND THE UNITED WATER IDAHO, INC., HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

PDG HEATHER MEADOWS, LLC

Barry Teppola
BARRY TEPPOLA, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 13 DAY OF August, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BARRY TEPPOLA, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF PDG HEATHER MEADOWS, LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

10-02-2002
MY BOND EXPIRES



Loretta Carlson
LORETTA CARLSON
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA } S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF *Hubble Eng.* AT 41 MINUTES PAST 3 O'CLOCK P.M., ON THIS 11th DAY OF January, 2002, IN BOOK 83 OF PLATS AT PAGES 9156 AND 9157. INSTRUMENT NO. 102006722.

J. Parsons
DEPUTY

Kit: #11.00

J. David Navarro
EX-OFFICIO RECORDER

CERTIFICATE OF SURVEYOR

I, D. TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

D. TERRY PEUGH

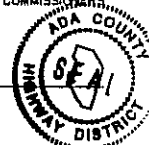


IDAHO NO. 4431

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS, ON THE 7th DAY OF November, 2001.

David M. Peavey
CHAIRMAN/ARCH



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.

M. J. H. Hens
CENTRAL DISTRICT HEALTH DEPARTMENT



APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Chad D. Hy
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 21 DAY OF August, 2001, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Theresa P. Drury
CITY CLERK, BOISE, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

John E. Pristler
COUNTY SURVEYOR 1/15/02

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

1-16-2002
DATE



Lynnda Fischer by Nancy Everett
COUNTY TREASURER

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2002 MR 28 PM 3:53

RECORDED - REQUEST OF
PDG Heather Meadows
FEE 3300 DEPUTY *Keeper*

102036488

NOTICE OF ANNEXATION
OF
PROVIDENCE PLACE SUBDIVISION NO. 4 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PROVIDENCE PLACE SUBDIVISION NO. 1

[Commonly Referred to as "Heather Meadows Subdivision"]

This Declaration of Annexation is made effective the 28th day of March, 2002, by PDG Heather Meadows, LLC, (hereinafter "Grantor" or "Declarant").

ARTICLE 1

ANNEXATION

1.1. Property Annexed: The property hereby annexed is that real property legally described in Exhibit A, which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Providence Place Subdivision No. 4, and will be commonly referred to as Heather Meadows Subdivision No. 4.

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Providence Place (Heather Meadows) Subdivision No. 1 which Declaration was recorded the 16th day of October, 2000 in Ada County as Instrument No. 100082555; and amended by the following Amendments thereto:

A) that Amendment recorded the 22nd day of January, 2001 as Instrument No. 101005189;

B) that Amendment recorded the 21st day of

September, 2001 as Instrument No. 101097046;

C) that Amendment recorded the 4th day of October, 2001 as Instrument No. 101102842.

That Declaration, as amended, is hereby incorporated herein as if set forth in full and shall be referred to herein as the "Master CC&R's." The real property originally subject to the Master CC&R's is legally described in the Master CC&R's.

Providence Place (Heather Meadows) Subdivision No. 2 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 6th day of July, 2001 as Instrument No. 101067518 and amended by that Amendment recorded the 4th day of October, 2001 as Instrument No. 101102843. The legal description of the property in No. 2 is attached to that Declaration of Annexation, as amended.

Providence Place (Heather Meadows) Subdivision No. 3 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 3rd day of October, 2001 as Instrument No. 101102412, and re-recorded the 18th day of October, 2001 as Instrument No. 101108306. The legal description of the property in No. 3 is attached to that Declaration of Annexation, as re-recorded.

1.3 Authority: This Notice of Annexation is made pursuant to Section 11.5 of the Master CC&R's. The Declarant in the Master CC&R's was Heather Meadows Development LLC. Heather Meadows Development LLC has assigned its rights to annex this property in Providence Place (Heather Meadows) Subdivision No. 4 into the Master CC&R's to PDG Heather Meadows LLC, the Declarant herein.

1.4 Effect: The effect of this Notice of Annexation shall be that Providence Place (Heather Meadows) Subdivisions No. 1, 2, 3 and 4 be treated as one subdivision, subject to the Master CC&R's and the respective Annexation Declarations. All shall be governed by the Heather Meadows Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in all Providence Place (Heather Meadows) Subdivisions (and the future annexations of subsequent phases to these subdivisions, if any) shall be subject to all provisions of the Master CC&R's and to each respective Annexation Declaration. The Master CC&R's govern all Lots in Providence Place (Heather Meadows) Subdivision No. 4 except for the provisions in Article 2 and 3 below, which are specific to the Lots in Providence Place (Heather Meadows) Subdivision No. 4.

ARTICLE 2

SPECIFIC PROVISIONS APPLYING ONLY TO PROPERTY AND LOTS IN PROVIDENCE PLACE (HEATHER MEADOWS) SUBDIVISION NO. 4

2.1 Common Areas. In Providence Place (Heather Meadows) Subdivision No. 4, the following Lots are designated as Common Area Lots:

Lot 17	Block 14	Landscape Lot
Lot 32	Block 14	Frontage Landscape Lot
Lot 24	Block 20	Settlers Irrigation District Maintenance And Operation Easement
Lot 09	Block 21	Landscape Lot
Lot 01	Block 22	Landscape Lot
Lot 01	Block 23	Landscape Lot
Lot 04	Block 23	Landscape Lot

These common area Lots shall be deeded to, managed by, and maintained by Heather Meadows Neighborhood Association, Inc., as set out in the Master CC&R's.

2.1 Fences.

2.2.1 Common Area Fences. Grantor may construct a fence on the Lots adjacent to Lot 17 Block 14, Lot 9 Block 21, and Lots 1 & 4 Block 23 of Providence Place (Heather Meadows) Subdivision No. 4. After Grantor has transferred title of any Lot, containing a portion of this fence, it shall be the responsibility thereafter of the Lot owner to maintain, repair and/or replace that portion of the fence. The maintenance, repairs and/or replacement shall be performed so as to keep the fence uniform, attractive and harmonious. In the event an Owner permits the fence to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, the Board or Grantor, after thirty (30) days prior written notice to the offending Owner shall have the right to enter upon the Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as

set out in Article 8 and 9 of the Master CC&R's.

2.2.2 Perimeter Fences to be Owned and Maintained by Association. The Association shall own and maintain the perimeter fences located at the rear of the following Lots: Lots: 27, 28, 29, 30, and 31, Block 14 AND those perimeter fences located at the rear of Lots 27 through and including Lot 39, Block 20.

The Association may, in its sole discretion, maintain some or all of the other perimeter fencing as a Common Area expense.

2.3 Settlers Irrigation License Agreements. All Lots in this subdivision shall be subject to any existing or future recorded agreements or license agreements with Settlers Irrigation District regarding this subdivision and irrigation water, including, but not limited to, those agreements referenced in the Master CC&R's and the Annexation Declarations and that irrigation agreement for this subdivision recorded in Ada County on the 17th day of January, 2002 as Instrument 102006670, the terms of which are incorporated herein as if set forth in full.

2.3.1 Lots Subject to Special Irrigation Easements. The SOUTH 10 feet of Lot 3, Block 22 and the NORTH 10 feet of Lot 2, Block 22 are subject to an irrigation easement for the installation, maintenance, operation and replacement of irrigation pipelines and facilities by Settlers Irrigation District. (These two 10 foot strips are contiguous with each other to make up a 20 foot wide easement area.) No permanent structures, buildings, trees or landscaping which would interfere with the use of the easement area for irrigation related purposes shall be permitted unless written permission is obtained from Settlers Irrigation District for such improvements.

2.4 Assessments. All assessments to be paid to Heather Meadows Neighborhood Association, Inc. by Owners of Lots in Providence Place (Heather Meadows) Subdivision No. 4 shall be the same assessments and in the same amounts per Lot as set out in the Master CC&R's for all other Lots in Heather Meadows Subdivisions.

2.5 ACHD Drainage Easement. ACHD is hereby granted an easement over those Lot areas shown on the plat for maintenance of the storm drainage facilities. These drainage facilities are to be maintained by ACHD. In the event that these drainage facilities are not maintained by ACHD, then the Association shall maintain them. No permanent structures,

trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of ACHD to operate and maintain these drainage facilities. Driveways in these easement areas are permitted. The Lots affected by these ACHD drainage facilities easements are as follows:

Lot 23	Block 15
Lot 24	Block 15
Lot 25	Block 15
Lot 26	Block 15
Lot 27	Block 15
Lot 02	Block 21
Lot 03	Block 21
Lot 04	Block 21
Lot 13	Block 14
Lot 14	Block 14
Lot 21	Block 14
Lot 22	Block 14
Lot 23	Block 14
Lot 24	Block 14

2.6 Lots Restricted to Homes of Single Story Only. The following Lots shall be restricted to single story homes only:

Lot 21	Block 15
Lot 27	Block 15
Lot 35	Block 15
Lot 1	Block 21
Lot 6	Block 22

2.7 Solar Covenants. All Lots in this Subdivision are subject to the Solar Covenants attached to the Master CC&R's. In the event the City of Boise eliminates or amends their Solar Ordinances, then the Declaration of Solar Covenants attached as Exhibit C of the Master CC&R's shall be eliminated or amended accordingly as they affect this subdivision.

2.8 Exclusion of Lots 25 and 26, Block 20 from CC&R's. Lots 25 and 26, Block 20, of Providence Place (Heather Meadows) Subdivision No. 4 are neither Building Lots nor Common Area Lots and are completely excluded from the effect of these CC&R's and the Master CC&R's referred to in

Paragraph 1.2 above. These two Lots are remnant Lots and shall have no access to any roads in this subdivision nor access to any pressurized irrigation water from the subdivision. These two Lots shall receive no services from the Association and shall not be subject to any of the obligations or Assessments contained in the CC&R's.

2.9 Setbacks. All setbacks shall be in accordance with applicable ordinances; provided, however, note that the plat of this subdivision provides as follows: "IN CASES WHERE THE SIDE YARD OF A BUILDABLE LOT ABUTS EITHER A COMMON LANDSCAPE LOT OR EASEMENT, A MINIMUM TWENTY FOOT (20') BUILDING SETBACK SHALL BE PROVIDED FROM THE SIDE STREET RIGHT-OF-WAY, OR A MINIMUM FIVE FOOT (5') BUILDING SETBACK SHALL BE PROVIDED FROM THE COMMON LOT OR EASEMENT, WHICHEVER IS GREATER."

ARTICLE 3

WARNING!

IRRIGATION WATER IS NOT DRINKABLE

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM

It is the duty of each Owner to:

- A) educate all family members, guests, tenants and invitees that the water from the pressurized irrigation system is not drinkable;
- B) ensure that ALL of the faucets and risers in the pressurized irrigation system are adequately marked, and if not marked to check with the local health department to

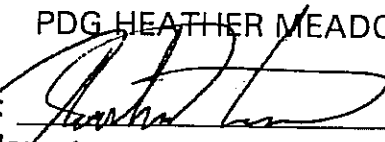
determine what type of markings are required by that health department or agency;

C) not remove any existing tags or other warning markers from the pressure irrigation risers;

D) not install, or maintain the installation of, any cross connections between the pressurized irrigation system and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

No Liability for Quality of Water. Neither the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

PDG HEATHER MEADOWS, LLC

By: 

Title: MANAGER

DECLARANT

ASSIGNMENT OF RIGHT TO ANNEX

Heather Meadows Development, LLC, the Declarant under the Master CC&R's, hereby consents to and approves the annexation of Providence Place (Heather Meadows) Subdivision No. 4 into the Master CC&R's and assigns to PDG Heather Meadows LLC the rights of Heather Meadows Development, LLC to perform this this annexation.

Dated this 28th day of March, 2002.

Heather Meadows Development, LLC

By: Providence Development Group, LLC, Member Manager

by

Barry Teppola
Manager

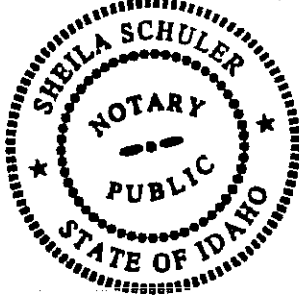
STATE OF IDAHO)

) ss.

COUNTY OF ADA)

On this 28th day of March, 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Tomlinson, known or identified to me to be the manager of PDG HEATHER MEADOWS, LLC, the Limited Liability Company that executed the within and foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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



Sheila Schuler
Notary Public for Idaho
Residing in Ada County
My Commission Expires 2/5/06

STATE OF IDAHO,)

)

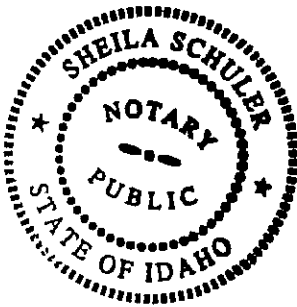
COUNTY OF ADA,) ss.

On this 28th day of March, 2002, before me, a notary public in and for said State, personally appeared Barry Teppola, known or identified to me to be the Manager of Providence Development Group, LLC, the limited liability company that is the Member Manager of Heather

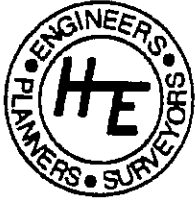
Meadows Development, LLC, and acknowledged that he executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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

Sheila Schuler



Notary Public for Idaho
Residing in Ada County Idaho
My Commission Expires 2/5/06



HUBBLE ENGINEERING, INC.

701 S. Allen St., Suite 102 • Meridian, ID 83642

208/322-8992 • Fax 208/378-0329

Project No. 4-0104900

June 14, 2001

RESIDENTIAL LOTS PROVIDENCE PLACE SUBDIVISION NO. 4

A parcel of land located in the SE1/4 of Section 33, T.4N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the 1/4 corner common to Section 4, T.3N., R.1E., and the said Section 33, from which the southeast corner of said Section 33 bears South 89°44'18" East, 2649.75 feet; thence along the North-South mid-section line North 00°27'50" East, 25.00 feet to a point on the northerly right-of-way of Ustick Road and the **REAL POINT OF BEGINNING**.

Thence continuing North 00°27'50" East, 1632.93 feet to the southwest corner of Ginger Creek Estates Subdivision, as same is recorded in Book 39 of Plats at Page 3256, records of Ada County, Idaho (of record as North 00°20'52" East, 1632.98 feet and North 0°27' West, 1652.70 feet to a point in the North Slough);

thence along the southerly boundary of said subdivision South 89°46'00" East, 351.75 feet to a 5/8" iron pin marking an angle point in the exterior boundary of said Ginger Creek Estates Subdivision (record South 89°52'57" East, 351.94 feet and North 89°14' East, 348.87 feet to a steel pin marking the northeast corner of Lewis and Clark Subdivision Unit No. 2);

thence North 5°20'17" West, (of record as North 6°19' West and North 5°27'15" West) 6.12 feet to a 5/8" iron pin marking the southwesterly corner of Lot 18, Block 1 of Lewis and Clark Subdivision Unit No. 2, as same is recorded in Book 24 of Plats at Page 1510, records of Ada County, Idaho;

thence along the southerly boundary of Lot 18 and Lot 17 of said subdivision South 77°06'03" East, (record South 78°00" East), 137.07 feet;

thence South 84°16'24" East, 121.81 feet (record South 85°10' West, 122.00 feet);

thence South 39°05'39" East, 120.80 feet (record South 40°00' West, 120.80 feet);

thence South 68°21'39" East, 161.70 feet (record South 69°16' East, 161.70 feet);

thence South 36°02'39" East, 82.10 feet (record South 36°56' East, 82.10 feet);

thence South 60°46'39" East, 100.80 feet (record South 61°41' East, 100.80 feet);

thence South 85°57'39" East, 1.34 feet (record South 86°52' East, 2.16 feet);

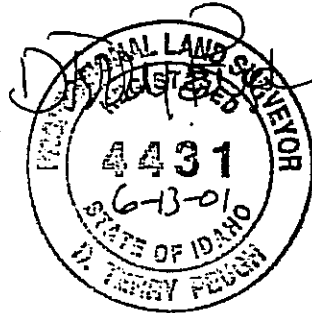
thence departing said southerly boundary South 00°27'50" West, 417.00 feet;

thence North 89°44'18" West, 551.85 feet;

thence South 00°27'50" West, 913.19 feet to a point on the northerly right-of-way of Ustick Road;

thence along said right-of-way North 89°44'18" West, 420.70 feet to the Point of Beginning. Containing 23.26 acres, more or less.

Prepared by:
HUBBLE ENGINEERING, INC.



D. Terry Peugh, P.L.S.