



### HIGH CORRAL SUBDIVISION



KNOW ALL MEN BY THESE PRESENTS: That BILL ADAMS, HORACE CHAPMAN, and EARL CHAPMAN are the owners of the following described tract of land, said land being situate in Section 1, Township 4 North, Range 4 East, Boise Meridian, Boise County, Idaho, Described as follows:

Commencing at a found Brass Cap monumenting the Northwest corner of said Section 1, Thence along the Northerly line of said Section 1, N89°-52'-03"E a distance of 1321.29 feet to a found Brass Cap monumenting the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 1, said Brass Cap being the REAL POINT OF BEGINNING.

Thence continuing along said Northerly line, N89°-51'-51"E a distance of 500.00 feet to a set steel pin; Thence leaving said Northerly line,  $$16^{\circ}-06'-00"E$  a distance of 190.67 feet to a set steel pin; Thence \$62'-35'-00''E a distance of 100.00 feet to a set steel pin; Thence No.2"-30'-00"E a distance or 100.00 feet to a set steel pin at a point of curvature;
Thence Softs-20'-00"E a distance of 128.03 feet to a set steel pin at a point of curvature;
Thence Southerly 120.38 feet along the arc of a circular curve concave to the Southwest, said arc having a radius of 80.00 feet, a central angle of 86°-13'-00", and a long chord which bears \$2°-13'-30"E a distance of 109.34 feet to a set steel pin at a point of tangency;
Thence \$40°-53'-00"W a distance of 195.85 feet to a set steel pin at a point of curvature;

\*\*The Concept of the Southwest of the Northwest said arc having a concept to the Northwest said arc having the south of the Southwest said arc having the south of the south of the Southwest said arc having the south of the Southwest said arc having th distance of 109.34 feet to a set steel pin at a point of tangency;
Thence \$40^\*-53'-00"W a distance of 195.85 feet to a set steel pin at a point of curvature;
Thence Westerly 56.66 feet along the arc of a circular curve concave to the Northwest, said arc having a radius of 35.92 feet, a central angle of 90°-23'-00", and a long chord which bears \$86°-04'-30"W a distance of 50.97 feet to a set steel pin at a point of reverse curvature;
Thence Westerly 147.21 feet along the arc of a circular circle concave to the Southeast, said arc having a radius of 90.00 feet, a central angle of 93°-43'-00", and a long chord which bears \$84°-24'-30"W a distance of 131.34 feet to a set steel pin at a point of tangency;
Thence \$37°-33'-00"W a distance of 86.40 feet to a set steel pin at a point of curvature;
Thence Southerly 94.23 feet along the arc of a circular curve concave to the Northeast, said arc having a radius of 60.00 feet, a central angle of 89°-59'-00", and a long chord which bears \$7°-26'-30"E a distance of 84.84 feet to a set steel pin at a point of tangency;
Thence \$52°-26'-00"E a distance of 99.26 feet to a set steel pin at a point of curvature;
Thence Easterly 78.49 feet along the arc of a circular curve concave to the Northeast, said arc having a radius of 246.20 feet, a central angle of 18°-16'-00", and a long chord which bears \$61°-34'-00"E a distance of 78.16 feet to a set steel pin at a point of reverse curvature;
Thence Easterly and Southerly 69.23 feet along the arc of a circular curve concave to the Northeast, said arc having a radius of 32.87 feet, a central angle of 120°-40'-00", and a long chord which bears \$10°-22'-00"E a distance of 78.10 feet along the arc of a circular curve concave to the Southwest, said arc having a radius of 167.53 feet, a central angle of 42°-00", and a long chord which bears \$10°-22'-00"W a distance of 52.6 feet to a set steel pin at a point of reverse curvature;
Thence Southerly 63.88 feet along the arc of a circular curve concave to the Southeast, said arc having a radius of distance of 51.65 feet to a set steel pin at a point of tangency;
Thence S18°-26'-00'W a distance of 99.49 feet to a set steel pin at a point of curvature;
Thence Southerly 19.87 feet along the arc of a circular curve concave to the Southeast, said arc having a radius of 10.00 feet, a central angle of 113°-51'-00", and a long chord which bears \$1°-42'-30"W a distance of 16.76 feet to a set steel pin at a point of tangency;
Thence S55°-13'-00"E a distance of 55.14 feet to a set steel pin;
Thence S64°-17'-00"E a distance of 105.07 feet to a set steel pin;
Thence S64°-17'-00"E a distance of 82.63 feet to a set steel pin;
Thence Easterly, Southerly, and Westerly 150.50 feet along the arc of a circular curve concave to the Northwest, said arc having a radius of 60.00 feet, a central angle of 143°-43'-00", and a long chord which bears \$0°-02'-30'W a distance of 114.04 feet to a set steel pin at a point of curvature;
Thence Southeasterly and Southeasterly 46.82 feet along the arc of a circular curve concave to the south of the set of th Thence S58°-38'-00"W a distance of 99.49 feet to a set steel pin at a point of curvature;

Thence N65°-17'-00'W a distance of 115.42 feet to a set steel pin at a point of curvature; Thence Westerly 158.01 feet along the arc of a circular curve concave to the Southwest, said arc having a radius of 220.00 feet, a central angle of 41°-09'-00' and a long chord which bears N85°-51'-30'W a Thence Westerly 158.01 feet along the arc of a circular curve concave to the Southwest, said arc having a radius of 220.00 feet, a central angle of 41°-09'-00" and a long chord which bears N85°-51'-30"W a distance of 154.63 feet to a set steel pin at a point of tangency; Thence S73°-34'-00"W a distance of 111.55 feet to a set steel pin; Thence S73°-34'-00"W a distance of 184.51 feet to a set steel pin; Thence N16°-54'-41"W a distance of 60.02 feet to a set steel pin; Thence N16°-54'-44"W a distance of 60.02 feet to a set steel pin at the beginning of a non-tangent curve; Thence Northeasterly 94.49 feet along the arc of a circular curve concave to the Northwest, said arc having a radius of 75.00 feet, a central angle of 72°-11'-00", and a long chord which bears N35°-28'-30"E a distance of 88.36 feet to a set steel pin at a point of tangency; Thence N0°-37'-00"W a distance of 61.42 feet to a set steel pin at a point of curvature; Thence Northeasterly 69.69 feet along the arc of a circular curve concave to the Southeast, said arc having a radius of 90.00 feet, a central angle of 44°-22'-00", and a long chord which bears N21°-34'-00"E a distance of 67.96 feet to a set steel pin at a point of tangency; Thence N43°-45'-00"E a distance of 39.02 feet to a set steel pin; Thence N31°-43'-00"E a distance of 189.94 feet to a set steel pin; Thence Northeasterly 56.21 feet along the arc of a circular curve concave to the Northwest, said arc having a radius of 95.00 feet, a central angle of 33°-54'-00", and a long chord which bears N20°-66'-00"E a distance of 55.39 feet to a set steel pin at a point of curvature; Thence N37°-49'-00"E a distance of 147.19 feet to a set steel pin at a point of curvature; Thence N3°-49'-00"E a distance of 181.64 feet to a set steel pin; Thence N3°-50'-00"E a distance of 181.64 feet to a set steel pin; Thence N3°-51'-00"E a distance of 181.64 feet to a set steel pin; Thence N36°-00'-00"E a distance of 183.45 feet to a set steel pin; Thence N36°-00'-00"E a distance of 189.45 feet to a set steel pi Thence along said Northerly line N89°-52'-03"E a distance of 171.22 feet to the REAL POINT OF BEGINNING.

That the undersigned hereby dedicates to the public, for public use forever, the streets and public rights-of-way as shown on this plat. Public utility easements are not dedicated to the public, but the right of access to and use of public utility easements required to service all lots within this platting is perpetually reserved. Subject to Section 4, Boise County Ordinance dated June 9, 1969.

BIII Adams . Horace Chapman

#### ACKNOWLEDGEMENT

STATE OF IDAHO COUNTY OF BOISE ) ss

On this <u>71h</u> day of <u>Oclober</u>, A.D., 197<u>8</u>, before me, the undersigned, a Notary Public in and for said State, personally appeared the aforementioned persons known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my seal the day and year first above

Residing at Boise Who Commission expires 1981

### This document provided courtesy of TitleOne

### HIGH CORRAL SUBDIVISION

#### CERTIFICATE OF ENGINEER

I, DAVID H. ROYLANCE, do hereby certify that I am a Registered Professional Engineer, licensed by the State of Idaho, and that this plat of HIGH CORRAL SUBDIVISION as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision, and that this plat accurately represents the points platted thereon, and is in configuration with the State of Idaho Code relating to Plats and Surveys.

#### CERTIFICATE OF COUNTY ENGINEER

I, the undersigned, County Engineer for Boise County, Idaho, do hereby certify that I have checked this plat of HICH CORRAL SUBDIVISION, and that it complies with the State of Idaho Code relating to Plats and Surveys.

Davido Corpan 10/7/78

#### APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Accepted and approved this  $5^{th}$  day of  $\underbrace{\it Detabes}_{}$ , A.D. 1978, by the Central District Health Department.



Martin O. Jones Eno. Quely Specialist

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 10 M day of october, A.D. 1978, by the Board of County Commissioners of Boise County, Idaho.

Panall & Shangler

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. 40554

STATE OF IDAHO ) ss

I hereby certify that this plat of HIGH CORRAL SUBDIVISION was filed at the request of minutes past 4 o'clock 7 .M. this lated and was duly recorded in book of Plats at pages.

Fec. \$10.00

Deputy Daughetty

Rdut 1. Sull. 11.

INSTRUMENT NO. 98555

# RESTRICTIVE AND PROTECTIVE COVENANTS HIGH CORRAL SUEDIVISION NO. 1

WHEREAS, BILL ADAMS, HORACE CHAPMAN and EARL CHAPMAN, each a single man, are the owners of all the lots, parcels and property embraced in the HIGH CORRAL SUBDIVISION NO. 1, according to the official plat thereof filed in Book of the subspace at page , records of Boise County, Idaho, under Recorder's Instrument No. 90554 (hereinafter called the "Premises"); and

WHEREAS, said owners desire to and do hereby place certain restrictions, limitations and regulations as to the use of said Premises on all future purchasers or assigns of an interest in any lot or parcel located within the Premises;

NOW, THEREFORE, said owners do hereby establish, dedicate, declare, publish and impose upon the Premises the following protective covenants which shall run with the land and be binding upon and be for the benefit and value of all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the Premises, have perpetual existence unless terminated or amended as herein provided.

#### I. ACCEPTANCE:

By acceptance of the conveyance of any interest in any lot or parcel of the Premises, the grantees thereof and each of their heirs, executors,

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administrators, successors, assigns and transferees, covenant with the undersigned and their transferees that they will be bound by the restrictions, covenants and conditions contained herein.

#### II. STRUCTURES:

- A. No building shall be erected, altered, placed or permitted to remain on any lot other than the following:
  - 1. One (1) detached, single-family dwelling;
  - 2. One (1) private garage for not more than three vehicles;
  - 3. One (1) shed to house not more than three horses; and
  - 4. One (1) tool shed and/or woodshed.
- B. Each single-family dwelling shall contain a minimum of 1000 square feet exclusive of second floors, open decks, garage, covered carport, sheds or outbuildings. Once construction has begun a period of one year shall be allowed for completion of all of the exterior work of any building. This means that the building shall present a completed appearance when viewed from any angle.
- C. No structure of a temporary character, mobile home, basement, tent, shack, garage, shed or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent, except that an owner may occupy temporary living facilities during construction of the dwelling.
- D. No dwelling or other building shall be located on any lot nearer than certain portions of 30 feet from the lot line adjoining/High Corral Road or nearer than 10 feet from any other lot line as set forth on the official plat of the subdivision.

- E. The buildings and grounds of each lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Any outbuilding must be erected and maintained at least 30 feet from the nearest boundary line of the lot or parcel on which said outbuilding is located. No structure shall be built with rolled tarpaper exteriors or roofing.
- III. ANIMALS: No animals, livestock or poultry of any kind shall be raised, kept, bred or maintained on any lot or parcel for any commercial purpose. Dogs, cats or other household pets, including up to three horses, may be kept provided they are not kept, bred or maintained for any commercial purpose. The keeping of pigs and/or goats is prohibited on any lot or parcel. If any animal is kept or maintained on a lot or parcel the owner of said lot or parcel must construct and maintain at all times wooden or woven wire fencing which is adequate to keep said animal or animals on said lot. No pets, animals or poultry can be kept on any lot if they become a nuisance to other residents within the subdivision.
- IV. DRIVEWAYS: Any driveway constructed on any lot shall have a pipe thereunder at least 12 inches in diameter of a permanent nature near the street line of said lot and at any point where said driveway crosses any ditch or pipe used for the conveyance of water. The owner or other person in control or possession of the driveway shall keep said pipe unobstructed and in good operating condition. All pipe installations made within a dedicated right-of-way shall be made only after plans therefor shall have been submitted to, and approve thereof granted, by the Boise

County Road Supervisor with respect to adequance of such installation for drainage purposes.

#### V. NUISANCES:

- A. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles), shall be thrown, dumped, placed, disposed of or permitted to remain on any lot, whether vacant or otherwise. The owner of any lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, solid waste, garbage, ashes, refuse, ruins and other remains. Household trash, garbage or other waste shall only be kept, pendingits prompt removal, in sanitary containers, properly screened to shield same from public view or view by any other residents in the subdivision.

  All incinerators or other equipment for the storage or disposal of such materials shall be kept in a safe, clean and sanitary condition.
- B. No substance exuding noxious odors shall be thrown, dumped, placed, disposed of or permitted to remain or accummulate on any lots whether above or below the surface thereof.
- C. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood. No owner of any lot shall at any time conduct, or permit to be conducted, on said lot any trade or business of any description, either commercial or religious, nor shall such lot be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

- VI. EASEMENTS: Easements for drainage and utilities shall be within the roadways or other areas as shown on the face of the subdivision plat.
- VII. WATER: The Grantors are under no obligation to deliver domestic water or to furnish rights-of-way in connection with the delivery of domestic water to any lot at building sites in this subdivision. It is contemplated that domestic water for use in any building erected upon a building site shall be supplied by the owner of each lot and originated from a well to be drilled and excavated by the Grantee at his expense. Such wells shall be located at a minimum distance of 100 feet from the individual sewage disposal facilities and a minimum of 10 feet from any lot line and shall comply in all respects with regulations and health standards of Boise County and the State Department of Health, State of Idaho.
- VIII. SEWAGE DISPOSAL: No sewage disposal system of any kind shall be permitted on any lot, unless it is designed, located and constructed in accordance with the requirements and standards of the Idaho State Health Department. The use of privies or other pit toilets is prohibited. All bathroom sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe with a private septic tank or other approved disposal unit. Drainage from said septic tank or disposal unit shall be kept within the building limits of said lot and at least 10 feet from any lot line. The Grantors shall have no obligation to construct any sewer system or provide connection thereto.

#### IX. ENVIRONMENT:

- A. Every attempt shall be made to preserve and protect the environment indigenous to the premises.

  whose diameter exceeds 3 inches in diameter
- B. No live trees/shall be cut or destroyed on any lot or parcel in this subdivision unless necessary to construct Buyer's improvements.
- X. FIREARMS: The discharge of any firearms within the subdivision is prohibited.
- Xi. RE-SUBDIVISION: Resubdivision of any of the lots located within the subdivision shall be prohibited.
- XII. ENFORCEMENT: If the parties hereto, or any of them, or their heirs or assigns, or persons claiming under or through them, or any other person, whether such person be the owner of any property in said tract or not, shall violate or shall attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating any, or attempting to violate, any such covenant and either to prevent him or them from so doing or to recover damages for such violation. Any person bringing such an action shall be entitled upon judgment in his favor to recover from the violator reasonable attorney's fees and allowable costs.
- XIII. DURATION: These protective and restrictive covenants shall run with the land and shall be binding upon all persons owning land in High Corral

No. 1 Subdivision for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically renewed for successive periods of 10 years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

XIV. SEVERABILITY: Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these covenants shall not in any way affect or invalidate any other sentence or paragraph of these covenants and the remaining portion shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this \_77k day of October, 1978.

BILL ADAMS (Iskerus)
HORACE CHAPMAN

STATE OF IDARO )
County of Ada )

On this <u>Th</u> day of October, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared BILL ADAMS, HORACE CHAPMAN and EARL CHAPMAN, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Boise, Idaho

(SEAL)

Dr. of # 90555 Boise County Ideho #

Request of

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Time 4.25 P M.

Oate 11/1/1/8

Book Ky-Mise.

Robert J. Tuffield

By Deson Daughot

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# AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS RICH CORRAL SUBDIVISION

WHEREAS, BILL ADAMS, HORACE CRAPMAN and EARL CHAPMAN, each a single man, are the owners of all the lots, parcels and property embraced in the High Corral Subdivision, according to the official plat thereof filed in Book of Plats, records of Boise County, Idaho, under Recorder's Instrument No. 90354, (hereinafter called the "Premises"); and

WHEREAS, Said owners have heretofore placed certain restrictions, limitations and regulations as to the use of the said Premises by reason of that certain document entitled "Restrictive and Protective Covenants". High Corral Subdivision No. 1" recorded in Book 19 of Miscellaneous, at page 105, records of Boise County, Idaho, under Recorder's Instrument No. 96555 (hereinafter called the "Covenants"); and

WHERMAS, Said owners desire to emend the Covenants in the manner hereinafter set forth;

NOW, THEREFORE, Soid owners do hereby establish, declare and publish the following Amendments to the Covenents which shall run with the Lind comprising the Premises and be binding upon and he for the benefit and value of all persons claiming under them, their grantess, successors and assigns.

- The title of the Covenants is hereby emended to read in its environty: "Rearrictive and Projective Covenants - High Correl Subdivision".
- Paragraph II. D., of the Covenants is hereby amended to read in its entirety as follows:

"No dwelling or other building shall be located on any lot nearer than thirty (30) feet from the lot line adjoining that portion of the High Corral Road which is adjacent to and adjoins Corral Creek, nor shall say building be located on any lot nearer than ten (10) feet from any other lot line."

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 Paragraph II. E., of the Covenants is hereby amended to read in its entirety as follows:

"The buildings and grounds of each lot shall be kept in a safe and reasonable state of repair, cleanliness and nearness. No structure shall be built with rolled tarpaper exteriors on roofing."

In all other respects the Covenants are hereby ratified and affirmed as recorded.

IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this \_36 day of December, 1978.

David HOOGO

Horace Chapman

Earl Chapman

STATE OF IDARO

----

County of Ada

On this 36 day of December, 1978, before me, the undersigned, a Netary Public in and for said State, personally appeared BILL ADAMS; HORACE CRAYMA; and EARL CHAPMAN, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

Notary Public for Idaho Residing at Boise, Idaho

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BOISE COURTY HAND SS ECOLEST OF Marcus Muruck & Montgown

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### RESTRICTIVE AND PROTECTIVE COVENANTS HIGH CORRAL SUBDIVISION

Thirty Llarge

WHEREAS, the undersigned are all of the owners of all the lots, parcels and property embraced in the High Corral Subdivision, according to the official plat thereof filed in Book of Plats, records of Boise County, Idaho, under Recorder's Instrument No. 90554 (hereinafter called the "Premises"); and

WHEREAS, said owners have heretofore placed certain restrictions, limitations and regulations as to the use of the said Premises by reason of that certain document entitled "Restrictive and Protective Covenants High Corral Subdivision No. 1" recorded in Book 19 of Miscellaneous, at page 106, records of Boise County, Idaho, under Recorder's Instrument No. 90555 (hereinafter called the "Covenants"); and

WHEREAS, said owners desire to amend the Covenants in the manner hereinafter set forth;

NOW, THEREFORE, said owners do hereby establish, declare and publish the following Amendments to the Covenants which shall run with the land comprising the Premises and be binding upon and be for the benefit and value of all persons claiming under them, their grantees, successors and assigns.

 Paragraph V.C. of the Covenants is hereby amended to read in its entirety as follows:

> "No obnoxious, illegal or offensive use of property shall be carried on upon any lot; nor shall any activity be carried on which creates a nuisance or threat of harm to neighbors or which unreasonably interferes with any

Second Amendment - Pg. 1

neighbor's quiet and peaceful enjoyment of his property. No hazardous or toxic substance or waste shall be deposited or stored on any lot. Each lot shall be used solely for the purpose of maintaining a private dwelling or residence, and for those uses reasonably incident to its residential purpose. No trade or business, either commercial or religious, shall be conducted on any lot, except that the lot owner shall not be prohibited from carrying on business activity which does not involve the routine sales or delivery of merchandise or services to customers on the lot."

In all other respects the Covenants are hereby retified and affirmed as recorded.

IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this 28H2 day of April, 1994.

Horace Chapman

Rayl Chapman

Michael I. Wheeler

Mrs. Wheeler

wis f wyeerer

Dennis A. Flickinger

Donald a Bess

Donald A. Bess

Patricia M. Bess

Second Amendment - Pg. 2

STATE OF LOAHO

County of Ada

On this 28th day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared HORACE CHAPMAN, a single man, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

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

Scrona

Residing at:

My Commission Expires:

Notary Public for State of Idaho

Notary Public for State of Idaho

(SEAL)

LIBI

A DE OF PAR

STATE OF IDAHO

County of Ada

ss.

On this \_\_\_\_\_\_ day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared EARL CHAPMAN, a single man, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

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

Residing at:

My Commission Expires:

(SEAL)

PUBLIC

TE OF 10th

Second Amendment - Pg. 3

STATE OF IDAHO County of BELL 416 day of -April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL L. WHEELER and husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and at ixed my official seal the day and year first above written. Notary Public for State of Idaho Residing at: BCIN My Commission Expires: 4/19/2000 TE OF DE STATE OF Celly County of Scan On this 27 day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS A. FLICKINGER, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that hew executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. OVEICIAL SEAL IRAJ SHALIROK Notary Public for: (SEAL) Residing at: My Commission Expires: CALIFORNIA CIVIL CODE - CERTIFICATE OF ACKNOWLEDGMENT & 1188. An officer taking the acknowledgment of an instrus personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose same(s) interestable to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the satisf upon behalf of which the person(s), except speculed the instrument. STATE OF CALIFORNIA)

County of Riverside

On this day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD A. BESS and PATRICIA M. BESS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

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

(SEAL)

OFFICIAL SEAL
JANIS M. JAY
Notory Public-California
RVERSIDE COUNTY
My Commission Expires
June 24, 1994

Notary Public for California
Residing at: Indio

Residing at: Indio
My Commission Expires: June 24,1994

Inot. # 188275

FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH CORRAL SUBDIVISION

WHEREAS, the undersigned are the owners of a majority of the lots, parcels and

property embraced in High Corral Subdivision, according to the official plat thereof filed in the

Book of Plats, records of Boise County, Idaho, under Recorder's Instrument No. 90554

(hereinafter called "Premises"); and

WHEREAS, the Premises is subject to certain covenants, conditions and

restrictions imposed by that certain document entitled "Restrictive and Protective Covenants

High Corral Subdivision No. 1" recorded in Book 19 of Miscellaneous, at page 106, records of

Boise County, Idaho, under Recorder's Instrument No. 90555 (hereinafter called "The Original

Covenants"); and

WHEREAS, said owners desire to amend The Original Covenants in the manner

hereinafter set forth:

NOW, THEREFORE, said owners do hereby establish, declare, dedicate, publish

and impose the following amended covenants, conditions and restrictions ("The Covenants"),

which shall run with the land comprising The Premises and shall be binding upon and shall be

for the benefit and value of all lots comprising The Premises and all owners of said lots and all

persons claiming under them, their grantees, successors and assigns.

ARTICLE I - INTENT AND ACCEPTANCE

Intent: It is the intent of these First Amended Covenants to govern and control the

use of the Premises to preserve the property's value, desirability, attractiveness and appeal, to

FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

FOR HIGH CORRALL SUBDIVISION - Page 1

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Instrument # 188275

IDAHO CITY, BOISE COUNTY, IDAHO 10:45:04 No. of Pages: 29

2002-11-20 Recorded for : HIGH CORRAL SUBDIVISION

RORA A. CANODY

Ex-Officio Recorder Deputy

encourage proper maintenance and care of common areas, and to provide a means for owners to coordinate and fund their efforts to achieve these intentions.

B. <u>Acceptance</u>: By acceptance of the conveyance of any interest in any lot or parcel of The Premises, the grantees thereof and each of their heirs, executors, administrators, successors, assigns and transferees agree that they will be bound by the covenants, conditions and restrictions contained herein.

#### ARTICLE II - DEFINITIONS

- 1.1 "Association" shall mean the incorporated homeowners association for the property known as High Corral Homeowners Association, Inc.
- 1.2 "Articles" shall mean the Articles of Incorporation of High Corral Homeowners
  Association, Inc. for the property.
- 1.3 "Assessments" shall mean those payments required of owners including regular and special assessments of the association.
- 1.4 "Association Rules" shall mean those rules and regulations promulgated by the Association's Board of directors.
  - 1.5 "Board" shall mean the Board of Directors of the Association.
  - 1.6 "Building Lot" shall mean one or more lots within the Premises.
  - 1.7 "Bylaws" shall mean the Bylaws of the Association.
- 1.8 "Common Area" shall mean those parcels of land, including road ways, located within the property, which are owned equally, in undivided interests, by the owners of building lots within the property.

- 1.9 "Grantor" shall mean the developer of the Subdivision.
- 1.10 "Subdivision" shall mean the High Corral Subdivision or The premises.
- 1.11 "Declaration" shall mean this document, The First Amended Covenants, Conditions and Restrictions for High Corral Subdivision.
- 1.12 "Improvement" shall mean any structure, facility, system, object, whether permanent or temporary, which is erected, constructed, or placed upon any portion of the property.
- 1.13 "Member" shall mean each person or entity who holds a membership in the Association.
- 1.14 "Owner" shall mean each person or entity who holds fee simple interest of record to a building lot in the Subdivision.
- 1.15 "Plat" shall mean the map of High Corral Subdivision that is recorded in the office of the Boise county Recorder.
  - 1.16 "Property" shall mean all the land included in the plat.

#### ARTICLE III – RESTRICTIONS

- A. <u>Structures</u>: No building shall be erected, altered, placed or permitted to remain on any lot other than the following:
  - 1. One (1) detached, single family dwelling;
  - 2. One (1) private garage for not more than three vehicles;
  - 3. One (1) shed to house not more than three horses; and
  - 4. One (1) tool shed and/or woodshed.

of 1000 square feet exclusive of second floors, open decks, garage, covered carport, sheds or outbuildings and shall cost a minimum of \$100,000. Once construction has begun, a period of one year shall be allowed for completion of all the exterior work of any building. This means

В.

Completion, Size and Cost: Each single family dwelling shall contain a minimum

that the building shall present a completed appearance when viewed from any angle, within one

year after commencement of construction. Each dwelling shall be designed and constructed in

accordance with commonly accepted principles of engineering and building construction.

C. <u>Temporary Structures</u>: No structure of temporary character, mobile home, basement, tent, shack, garage, shed or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent, except that an owner may occupy temporary living facilities during construction of the dwelling, limited to the one-year construction period.

D. <u>Setbacks</u>: No dwelling or other building shall be located on any lot nearer than thirty (30) feet from the lot line adjoining that portion of the High Corral Road which is adjacent to and adjoins Corral Creek, nor shall any building be located on any lot nearer than ten (10) feet from any other lot line, as set forth on the official plat of the subdivision.

E. <u>Clean and Neat Appearance</u>: The buildings and grounds of each lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness.

F. <u>Construction</u>: No structure shall be built with rolled tarpaper exteriors or roofing. All dwellings shall have brick, stucco, log or wood siding. Any other siding is prohibited unless approved by The Association.

G. Animals: No animals, livestock or poultry of any kind shall be raised, kept, bred

or maintained on any lot or parcel for any commercial purpose. Dogs, cats, or other household

pets, including up to three horses, may be kept provided they are not kept, bred or maintained for

any commercial purpose. If any animal is kept or maintained on a lot or parcel the owner or said

lot or parcel must construct and maintain at all times wooden or woven wire fencing which is

adequate to keep said animals on said lot or parcel. No pets, animals or poultry can be kept on

any lot if they become a nuisance to other residents within the subdivision. No dog which has

exhibited vicious behavior or which is of a breed having vicious propensities shall be kept on any

lot. All permitted animals shall be kept on lot or parcel and shall be permitted to go outside lot

ONLY if on a leash and within owner's control. The keeping of pigs and/or goats is prohibited

on any lot or parcel.

H. Driveways: Any driveway constructed on any lot shall have a pipe there under at

least 12 inches in diameter of a permanent nature near the street line of said lot and at any point

where said driveway crosses any ditch or pipe used for the conveyance of water. The owner or

other person in control or possession of the driveway shall keep said pipe unobstructed and in

good operating condition. All pipe installations made within a dedicated right-of-way shall be

made only after plans therefor shall be submitted to, and approved by, the Boise County Road

supervisor with respect to the adequacy of such installation for drainage purposes.

Parking: Except in the event of an emergency, there shall be no parking on the

roadways and common areas not otherwise designated as "Lot" within the subdivision. Owner

shall not park or permit to be parked any vehicle, to include trailers, or piece of operable

FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH CORRALL SUBDIVISION - Page 5

equipment on the roadways and common areas not otherwise designated as "Lot", except that the

following may be parked: vehicles driven by guests and emergency vehicles.

J. Nuisances: No trash, garbage, ashes, refuse, ruins or other remains of any kind

(including disabled vehicles and unused or unusable equipment), shall be thrown, dumped,

placed, disposed of or permitted to remain on any lot, whether vacant or otherwise. The owner

of any said lot, irrespective of fault, shall be responsible for the prompt removal therefrom of all

trash, solid waste, garbage, ashes, refuse, ruins and other remains of any kind (including disabled

and unused or unusable equipment), or other waste shall be kept, pending its prompt removal, in

sanitary containers, properly screened to shield same from public view or view from other

residents in the subdivision. All incinerators or other equipment for the storage or disposal of

such materials shall be kept in a safe, clean and sanitary condition.

No substance exuding noxious odors shall be thrown, dumped, placed, disposed

of or permitted to remain or accumulate on any lot whether above or below the surface thereof.

No noxious, illegal or offensive use of property shall be carried on upon any lot,

nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the

neighborhood. No owner of any lot shall at any time conduct, or permit to be conducted, on said

lot any trade or business of any description, either commercial or religious, nor shall such lot be

used for any other purpose whatsoever except for the purpose of a private dwelling or residence;

except that an owner may conduct his or her profession within the dwelling so long as such

activity does not include the frequent visitation by customers or patrons to the lot.

K. <u>Easements</u>: Easements for drainage and utilities shall be within the roadways or

other areas as shown on the subdivision plat.

L. Water: The grantors are under no obligation to deliver domestic water or to

furnish rights of way in connection with the delivery of domestic water to any lot at building

sites in the subdivision. It is contemplated that domestic water for use in any building erected

upon a building site shall be supplied by the owner of each lot and originated from a well to be

drilled and excavated at the owners expense. Such wells shall be located at a minimum distance

of 100 feet from the individual sewage disposal facilities and a minimum of 10 feet from any lot

line and shall comply in all respects with regulations and health standards of Boise County and

the State Department of Health, State of Idaho.

M. <u>Sewage Disposal</u>: No sewage disposal system of any kind shall be permitted on

any lot, unless it is designed, located and constructed in accordance with the requirements and

standards of the Idaho State Health Department. The use of privies or other pit toilets is

prohibited. All bathroom sink and toilet facilities shall be located inside the dwelling house and

shall be connected by underground pipe with a private septic tank or other approved disposal

unit. Drainage from said septic tank or disposal unit shall be kept within the building limits of

said lot and at least 10 feet from any lot line. The grantors shall have no obligation to construct

any sewer system or provide connection thereto.

N. Environment: Every attempt shall be made to preserve and protect the

environment indigenous to the premises. No live trees whose diameter exceeds 8 inches in

diameter shall be cut or destroyed on any lot or parcel in the subdivision unless necessary to construct owners improvements.

- O. The discharge of any firearms within the subdivision is prohibited.
- P. <u>Re-Subdivision</u>: Re-subdivision of any of the lots located within the subdivision is prohibited.
- Q. <u>Organization of Association</u>: High Corral Homeowners Association is organized as an Idaho corporation and has the powers and duties prescribed by law and set forth in its Articles, Bylaws and this declaration. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be, inconsistent with this declaration.

ARTICLE IV- HIGH CORRAL HOMEOWNERS ASSOCIATION, INC.

- 4.1 <u>Organization of Association</u>: High Corral Homeowners Association, Inc. ("The Association") is organized as an Idaho corporation and has the powers and duties prescribed by law and set forth in its Articles, Bylaws, and this declaration. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this declaration.
- 4.2 <u>Membership</u>: Each owner, by virtue of being an owner and for so long as ownership is maintained, shall be a member of The Association. No vote shall be attributable to common area lots and parcels. Membership shall not be transferred, pledged, assigned or alienated in any way except upon transfer of the owner's title and then only to the new owner.
- 4.3 <u>Voting</u>: Members shall be entitled to one vote for each building lot owned.

  When more than one person holds interest in a building lot, all such persons shall share the vote for that building lot. There shall be only one class of members. Voting by proxy shall be

permitted. No owner shall have more than one membership in The Association. When more than one person holds an interest in a building lot all such persons shall be members. In no event shall more than one vote be cast with respect to any "Lot". In the event the Owners of any one Lot cannot agree on how their vote shall be cast, the Owners of that Lot shall not be entitled to vote and their Lot and vote shall not be included in the calculation to determine the necessary quorum or approval of any action taken by The Association.

4.4 <u>Board of Directors</u>: The affairs of The Association shall be conducted and managed by a Board of Directors, elected by the members, and by officers elected by the Board of Directors in accordance with the Articles and Bylaws of the Association.

4.5 <u>Powers and Duties of the Association:</u> The Association and the Board of Directors may perform any and all acts necessary for enforcement of these covenants and for proper management and operation of common areas and other resources and assets of The Association including, without limitation, the following specific powers and duties:

4.5.1 <u>Assessments</u>: The Association shall levy assessments on all owners to maintain, repair and improve the roads or common areas within the Subdivision and the authority to participate in the improvement, repair and maintenance of the roads that provide access from State Highway 21 to the Subdivision and shall enforce payment of assessments in accordance with the provisions of this declaration. The Association may elect to collect periodic assessments on a monthly, quarterly, semi-annual or annual basis as it deems appropriate. The beginning assessment shall be \$25.00 per month and

shall begin August 2002. Assessments shall be adjusted, from time to time, by the

Board of Directors of The Association to reflect actual operating costs incurred.

In the event the Directors adjust the periodic assessments, written notice of such

adjusted assessment due shall be sent to each Owner at least 30 days before the

effective date of such adjusted periodic assessment.

4.5.2 Right of Enforcement: In its sole discretion, The Association may

commence and maintain actions and suits to restrain and enjoin any breach or

threatened breach of this Declaration, the Articles or the Bylaws, including

Association rules adopted under this Declaration and to enforce by injunction or

otherwise, all provisions thereof. In the event that The Association is the

prevailing party, it shall be entitled to recover its reasonable attorney fees. In the

event that a lot owner violates Article III.J., The Association may give written

notice of the violation to the lot owner with a demand that the nuisance be

corrected. In the event that the lot owner fails to clean up the lot or otherwise

abate the nuisance within 30 days after mailing of the notice, The Association

may clean up the lot or otherwise abate the nuisance; in which case the lot owner

shall promptly pay to The Association an amount equal to 200% of the cost

incurred by The Association to clean up the lot or otherwise abate the nuisance.

Such payment shall be made within 14 days after mailing of The Association's

statement for such costs. All notices and statements sent by The Association

pursuant to this provision shall be mailed by certified mail, addressed to the lot

owner at the address maintained by The Association for such member or, in the

absence of such address, at the address maintained by the Boise County Treasurer

for the mailing of property tax notices pertaining to such lot.

4.5.3 <u>Delegation of Powers:</u> The Association shall have the authority to

delegate its powers and duties to committees, officers, employees, agents, or any

person, firm or corporation to act as manager, and to contract for the maintenance,

repair, replacement and operation of the common areas.

4.5.4 Association Rules: The Association shall have the authority to adopt,

amend, and repeal by majority vote of the Board, such rules and regulations as it

deems necessary not inconsistent with the provisions of this Declaration. A copy

of The Association rules shall be mailed or delivered to each owner. Upon

mailing or delivery, The Association rules shall have the same force and effect as

if they were set forth in and were a part of this Declaration.

4.5.5 Emergency Powers: The Association shall have the power to enter

upon any property, but not inside any building constructed thereon, in the event of

any emergency involving illness or potential danger to life or property or when

necessary in connection with any maintenance or construction for which The

Association is responsible.

4.5.6 Common Area Maintenance: The Association shall have the duty to

operate, maintain and manage common areas and roadways, including the repair

and replacement of property damaged as it determines necessary to provide

FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH CORRALL SUBDIVISION - Page 11 reasonable access. This duty shall include landscaping, fences, culverts,

roadways, and all other components of common areas.

4.5.7 Taxes and Assessments: The Association shall have the duty to pay all

real, personal, income, and other taxes and assessments levied against The

Association.

4.5.8 Insurance: The Association shall obtain and maintain in effect any

insurance policy the Board considers necessary to protect The Association and

common areas. The Association shall be trustee of the interests of all owners in

insurance proceeds. Insurance premiums shall be a common expense to be

included in regular assessments.

4.5.9 Financial Records: The Association shall keep financial records

including a yearly budget, annual operating statement of revenue and expense,

and copies of tax returns. The annual operating statement shall be available to all

members after the close of the fiscal year of The Association.

4.6 Personal Liability: No member of the Board, committees or any officer

of The Association or management company shall be personally liable to any

owner or to any other party, for any damage or loss suffered or claimed on the

account of any act, omission, error, or negligence of The Association, the Board,

the officers, the committees, the management company, or any other

representatives of The Association.

FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH CORRALL SUBDIVISION - Page 12

4.7 <u>Meetings</u>: Each year, The Association shall hold an annual meeting of the members on the THIRD TUESDAY OF APRIL. Other meetings of the members may be held as needed or required by the Bylaws.

#### ARTICLE V- ASSESSMENTS

- 5.1 <u>Covenant to Pay Assessments</u>: By acceptance of a deed to any lot in the property, each owner covenants and agrees to pay when due all assessments and charges made by The Association including regular or special assessments, fines, penalties and fees.
- 5.2 <u>Assessment Constitutes Lien</u>: Assessments and charges together with interest, costs, and related costs which may be necessary to collect shall be a charge on the land and shall be a continuing lien upon the property against which each assessment or charge is made.
- 5.3 <u>Assessment a Personal Obligation</u>: Each assessment and charge shall be a personal obligation of the owner of a lot beginning at the time when the assessment falls due. Delinquent assessments shall not pass to owner's successors in title unless expressly assumed by them. No owner is exempt or can become exempt from any payment of assessments by waiver of use and enjoyment of common areas or by abandonment or lease of a building lot.
- 5.4 <u>Assessments:</u> All owners are obliged to pay regular and special assessments to The Association.
  - 5.4.1 <u>Regular Assessments</u>: Regular assessments shall be used to pay all costs and expenses incurred by The Association for the conduct of its affairs including management and operation of common areas, roadways cost of

professional management, and an amount allocated to a reserve fund for future expenses.

5.4.2 Computation of Regular Assessments: The Association shall compute

a yearly budget of expected operating expenses including an amount allocated to a

reserve fund for future expenses. The amount of the regular assessment shall be

the total of the expected operating expenses for the year divided by the number of

lots in the property. This amount shall be levied against each lot in a written

notice to the owner. A payment schedule may be included with the notice.

5.4.3 Special Assessment: In the event the Board shall determine that the

regular assessment for a year is inadequate to meet expenses of The Association,

the Board shall determine the approximate amount necessary to pay all expenses

and levy a special assessment against all lots in the property in the same manner

as regular assessments. No special assessment shall be levied which exceeds 20%

of the budgeted expenses of The Association for the year without the vote or

written assent of the owners representing a majority of the votes of the members

of The Association. The Board shall determine the schedule far payment of

special assessments.

5.4. 4 <u>Uniform Rate of Assessment</u>: Regular and special assessments shall

be fixed at a uniform rate for each building lot.

5.4.5 Assessment Period: The assessment period shall commence, in all

cases, on January 1 of each year and terminate on December 31 of each year.

and special assessments, shall be sent to each owner of a lot in the property. The due date for regular and special assessments shall be 30 days after the date of the notice of levy. Assessments not paid within 30 days of levy shall be considered delinquent and shall bear interest at 18% per annum compounded monthly, until paid in full. The Association may bring an action against the delinquent owner

5.4.6 Notice and Due Date: Ten days prior written notice of levy of regular

and may foreclose the lien against a delinquent owner's lot by appropriate action

in court. Cost for such action against the delinquent owner shall be added to the

delinquent owner's account. Such cost may include, but are not to be limited to

attorney fees, court costs, filing fees, mailing cost, and service fees.

5.4.7 <u>Notice of Lien</u>: Prior to bringing an action to foreclose the continuing assessment lien granted by this Article, The Association shall cause a notice of lien claim to be prepared and filed of record with the Boise County Recorder's

office. The Association shall send a copy to the delinquent owner or owners by

certified mail. The cost of preparing, filing and mailing this notice, including a

reasonable attorney fee incurred by The Association, shall be included as a part of

any claim of lien and shall also become the personal obligation of the owner or

owners of record at the time the assessment or surcharge becomes delinquent.

The notice of lien claim shall state the amount owed to The Association, a

description of the Lot, the per diem amount of interest accruing, the date the

assessment or surcharge became delinquent and the name of the Lot's record

owner. The claim of lien shall be approved by the Board and signed by the

President or Vice-President or other officer designated by the Board.

5.4.7 Subordination to Trust Deeds and Mortgages: The lien for assessments

shall not be subordinate to any trust deed or mortgage except the first trust deed or

first mortgage given.

ARTICLE VI- MISCELLANEOUS

6.1 Amendment: This declaration may be amended by the members at any time

providing that the amendment is in the form of a written document signed by the President and

Secretary of The Association and certifying that the amendment has been approved by the voice

or written consent of owners representing more than 50% of the votes in The Association.

Amendments shall be effective at the time they are recorded with the Boise County Recorder.

Any amendment to Article VI shall require the vote or written consent of owners representing

95% of the votes of The Association.

6.2 Notices: Any notices required in this Declaration may be delivered either

personally or by mail. If the delivery is by mail, the notice shall be considered delivered 72 hours

after the notice has been deposited in the U.S. mail, postage prepaid, addressed to the member or

person in question.

6.3 Interpretation: The Declaration shall be interpreted as a general framework

for operation and functioning of the property for the benefit of all the owners. The Board of

Directors of The Association shall have the power to interpret the provisions of this Declaration

or the Bylaws of The Association or The Association Rules in order to resolve ambiguities or

FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH CORRALL SUBDIVISION - Page 16

conflicting provisions. In the event of an ambiguity or conflict provision, the interpretation of the

Board of Directors shall be binding on all Lot Owners.

6.4 Disputes: Any disputes among and between any individuals, owners,

members, Board members, committee members or any others connected with The Property shall

be resolved as quickly as possible. A requirement for dispute resolution procedures may be

proposed or adopted by The Association including mediation and arbitration. It is the intent of

this declaration to avoid litigation in all cases except as a last and final resort.

6.5 Members and Owners Right of Enforcement: Any member or owner may,

at the members' and owners' expense, commence and maintain actions and suits to restrain and

enjoin any breach or threatened breach of this Declaration, the Articles or the Bylaws, including

Association rules adopted under this declaration and to enforce by injunction or otherwise, all

provisions hereof.

6.6 Attorney Fees: Any person, including The Association, who brings suit to

enforce the terms of this Declaration, The Association Articles, Bylaws or Regulations, and

obtains a favorable judgment, shall be entitled to recover its reasonable attorney fees and

allowable costs.

6.7 <u>Duration</u>: These protective and restrictive covenants shall run with the land

and shall be binding upon all persons owning land in High Corral Subdivision for a period of 10

years from the date this Declaration is recorded, after which time said covenants shall be

automatically renewed for successive periods of 10 years unless an instrument signed by the

FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH CORRALL SUBDIVISION - Page 17

then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

6.8 <u>Severability</u>: Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these covenants shall not in any way affect or invalidate any other sentence or paragraph of these covenants and the remaining portion shall continue in full force and effect.

IN WITNESS W	HEREOF, the	undersigned have caused this instrument to be
executed this day of	, 2002.	
TAYLOV	<u>.</u>	GrAVES
Owners of Lot	· 	Owners of Lot
Mickinger		BOSTWICK
Owners of Lot _	· · · · · · · · · · · · · · · · · · ·	Owners of Lot
Owners of Lot		Owners of Lot
Owners of Lot	· · · · · · · · · · · · · · · · · · ·	Owners of Lot
Owners of Lot		Owners of Lot

In all other respects the Covenants are hereby ratified and affirmed as recorded.	
IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this day of, 2002.	
Hals To Husek Spland Fryed, Jense J.	
STATE OF <u>Idaho</u>	
County of <u>Ada</u>	
On this	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.	
Notary Public for Sonse, Idaho  Residing at 3-34-06.	

In all other respects the Covenants are hereby ratified and affirmed as recorded. IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2002. STATE OF County of Fine, 2002, before me, the On this day of \ undersigned, a Notary Public in and for said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Notary Public for

IN WITNESS WHE instrument to be executed this 4 4	EREOF, The undersigned have caused this day of Gene, 2002.  The Dollar Bours  Bayers, John  Bayers, Jennier
STATE OF <u>Idako</u> County of <u>Jen</u>	
On this 4th	
IN WITNESS WHER my official seal the day and year first about	EOF, I have hereunto set my hand and affixed ove written.
LYNN HAWLEY  NOTARY PUBLIC  STATE OF IDAHO	Myra Hawley  Notary Public for <u>Statog</u> Idaho  Residing at <u>Emmett</u> , Odaho

In all other respects as recorded.	the Covenants are hereby ratified and affirmed
IN WITNESS WHEN instrument to be executed this	REOF, The undersigned have caused this day of, 2002.
	Stanky L Graves
	Stanky L Graves
STATE OF John	
County of Boise	
On this dundersigned, a Notary Public in and for sate the person(s) whose names are subscribacknowledged to me that they executed the	ay of, 2002, before me, the aid State, personally appeared, known to me to bed to the within instrument, and who he same.
my official seal the day and year first above	
	Shuley a. Acorga Notary Public for Idaho Residing at Idaho lity, Idaho Com. up 4.23-2005

In all other respects the Covenants are hereby ratified and affirmed as recorded.	
IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this, 2002.	
Dennis a Flohinge	
Drayour Percusagen	
STATE OF Idaha	
County of Ada	
On this, day of, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.	
Notary Public for Farmers + Merchant  Residing at BUTSE, let	

IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this
STATE OF Idaho
County of Acla
On this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Notary Public for <u>Farmers + Merchants</u> Residing at <u>Boise</u> , Ideho  Residing at <u>Boise</u> , Ideho

IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this <u>26</u> day of <u>June</u>, 2002. STATE OF <u>Idaho</u> County of  $_{\mathcal{A}}$ On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Notary Public for

Residing at

GTATE OF IDAILO	
STATE OF IDAHO )	
County of Ada Coss )	,
in and for said state, personally appeared	st, 2002, before me, the undersigned, a Notary Public of Paul B. Bostwickand,
husband and wife, known or (identified to the within instrument, and acknowledged to	me to be the persons whose names are subscribed to me that they executed the same.
William History	
IN WITNESS WHEREOF seal the day and year first above written.	, I have hereunto set my hand and affixed my official
Jan B Beatwick	Notary Public for Idaho
	Residing at Jaho ( J., , , Idaho
(SEAL)	My Commission Expires: 6-23-200 S
HOTAL C	
MBTI.	

In all other respects the Covenants are hereby ratified and affirmed as recorded. IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this \_\_\_\_\_ day of County of On this undersigned, a Notary Public in and for said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Notary Public for Residing at Mami OFFICIAL NOTARY SEAL DIAMA C MARTINO

CC828512

as recorded. IN WITNESS WHEREOF, The undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_\_ STATE OF County of 13/1 day of \_\_\_\_\_\_, 2002, before me, the On this undersigned, a Notary Public in and for said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Notary Public for Residing at Migm! OFFICIAL NOTARY SEAL DIANA G MARTINO COMMISSION NUMBER

In all other respects the Covenants are hereby ratified and affirmed

IN MILNE22 MHEKEC	or, The undersigned have caused this
instrument to be executed this	day of, 2002.
-£	Joe Domen
	Tha Drews
STATE OF Idaho  County of Boise	
County of Bowl	
On this day of undersigned, a Notary Public in and for said so the person(s) whose names are subscribed acknowledged to me that they executed the sa	to the within instrument, and who
IN WITNESS WHEREOF my official seal the day and year first above w	, I have hereunto set my hand and affixed
Not	ary Public for Idaho City iding at Boise Coty Ida.
AIL AIL	ev com. 032406

11:18:31 AM No. of Pages: 14

Recorded for: HIGH CORRAL SUBDIVISION NO. 1

Fee: 49.00 Ex-Officio Recorder Deputy Michelle Britain

SECOND AMENDED CONVENANTS, CONDITIONS AND

**RESTRICTIONS FOR HIGH CORRAL SUBDIVISION No. 1** 

WHEREAS, the undersigned are the owners of a majority of the lots, parcels and

property embraced in High Corral Subdivision No. 1, according to the official plat thereof filed

in the Book of Plats, records of Boise County, Idaho, under Recorder's Instrument No. 90544

(hereinafter called "Premises"); and

WHEREAS, the Premises is subject to certain covenants, conditions and

restrictions imposed by that certain document entitled "First Amended Covenants, Conditions

and Restrictions for High Corral Subdivision" filed under Recorder's Instrument No. 188275

(hereinafter called "The Previous Covenants"); and

WHEREAS, said owners desire to amend The Previous Covenants in the manner

hereinafter set forth:

NOW, THEREFORE, said owners do hereby establish, declare, dedicate, publish

and impose the following amended covenants, conditions and restrictions ("The Covenants"),

which shall run with the land comprising The Premises and shall be binding upon and shall be

for the benefit and value of all lots comprising The Premises and all owners of said lots and all

persons claiming under them, their grantees, successors and assigns.

I. Acceptance: By acceptance of the conveyance of any interest in any lot or parcel

of The Premises, the grantees thereof and each of their heirs, executors, administrators,

successors, assigns and transferees agree that they will be bound by the covenants, conditions

and restrictions contained herein.

SECOND AMENDED CONVENANTS, CONDITIONS AND RESTRICTIONS

FOR HIGH CORRAL SUBDIVISION No. 1 - Page 1 of 7

II. <u>Structures</u>: All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. Each single family dwelling shall contain a minimum of 1000 square feet exclusive of second floors, open decks, garage, covered carport, sheds or outbuildings and shall cost a minimum of \$100,000. Once construction has begun, a period of one year shall be allowed for completion of all the exterior work of any building. This means that the building shall present a completed appearance when viewed from any angle, within one year after commencement of construction. Each dwelling shall be designed and constructed in accordance with commonly accepted principles of engineering and building construction.

III. <u>Temporary Structures</u>: No structure of temporary character, mobile home, basement, tent, shack, garage, shed or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent, except that an owner may occupy temporary living facilities during construction of the dwelling, limited to the one-year construction period.

IV. <u>Setbacks</u>: No dwelling or other building shall be located on any lot nearer than thirty (30) feet from the lot line adjoining that portion of the High Corral Road which is adjacent to and adjoins Corral Creek, nor shall any building be located on any 1ot nearer than ten (10) feet from any other lot line, as set forth on the official plat of the subdivision.

V. <u>Clean and Neat Appearance</u>: The buildings and grounds of each lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness.

SECOND AMENDED CONVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIGH CORRAL SUBDIVISION No. 1 - Page 2 of 7

VI. <u>Construction</u>: No structure shall be built with rolled tarpaper exteriors or roofing and must maintain a finished appearance.

VII. <u>Animals</u>: No animals, livestock or poultry of any kind shall be raised, kept, bred or maintained on any lot or parcel for any commercial purpose. Dogs, cats, or other household pets, including up to three horses, may be kept provided they are not kept, bred or maintained for any commercial purpose. No pets, animals or poultry can be kept on any lot if they become a nuisance to other residents within the subdivision. The keeping of pigs and/or goats is prohibited on any lot or parcel.

VII. Nuisances: No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles and unused or unusable equipment), shall be thrown, dumped, placed, disposed of or permitted to remain on any lot, whether vacant or otherwise. The owner of any said lot, irrespective of fault, shall be responsible for the prompt removal therefrom of all trash, solid waste, garbage, ashes, refuse, ruins and other remains of any kind (including disabled and unused or unusable equipment), or other waste shall be kept, pending its prompt removal, in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a safe, clean and sanitary condition.

No substance exuding noxious odors shall be thrown, dumped, placed, disposed of or permitted to remain or accumulate on any lot whether above or below the surface thereof.

No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood. No owner of any lot shall at any time conduct, or permit to be conducted, on said

SECOND AMENDED CONVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIGH CORRAL SUBDIVISION No. 1 - Page 3 of 7

lot any trade or business of any description, either commercial or religious, nor shall such lot be used for any other purpose whatsoever except for the purpose of a private dwelling or residence; except that an owner may conduct his or her profession within the dwelling so long as such activity does not include the frequent visitation by customers or patrons to the lot.

IX. <u>Easements</u>: Easements for drainage and utilities shall be within the roadways or other areas as shown on the subdivision plat.

X. <u>Water</u>: The grantors are under no obligation to deliver domestic water or to

furnish rights of way in connection with the delivery of domestic water to any lot at building

sites in the subdivision. It is contemplated that domestic water for use in any building erected

upon a building site shall be supplied by the owner of each lot and originated from a well to be

drilled and excavated at the owners expense. Such wells shall be located at a minimum distance

of 100 feet from the individual sewage disposal facilities and a minimum of 10 feet from any lot

line and shall comply in all respects with regulations and health standards of Boise County and

the State Department of Health, State of Idaho.

XI. Sewage Disposal: No sewage disposal system of any kind shall be permitted on

any lot, unless it is designed, located and constructed in accordance with the requirements and

standards of the Idaho State Health Department. The use of privies or other pit toilets is

prohibited. All bathroom sink and toilet facilities shall be located inside the dwelling house and

shall be connected by underground pipe with a private septic tank or other approved disposal

unit. Drainage from said septic tank or disposal unit shall be kept within the building limits of

<u>SECOND AMENDED CONVENANTS, CONDITIONS AND RESTRICTIONS</u>
FOR HIGH CORRAL SUBDIVISION No. 1 - Page 4 of 7

said lot and at least 10 feet from any lot line. The grantors shall have no obligation to construct

any sewer system or provide connection thereto.

XII. Re-subdivision: Re-subdivision of any of the lots located within the subdivision is

prohibited.

XIII. ENFORCEMENT: If the parties hereto, or any of them, or their heirs or assigns,

or persons claiming under or through them, or any other person, whether such person be the

owner of any property in said tract or not, shall violate or shall attempt to violate any of the

covenants herein, it shall be lawful for any other person or persons owning any real property

situated in said tract to prosecute any proceeding at law or in equity against the person or persons

violating any, or attempting to violate, any such covenant and either to prevent him or them from

so doing or to recover damages for such violation. Any person bringing such an action shall be

entitled upon judgment in his favor to recover from the violator reasonable attorney's fees and

allowable costs.

XIV. AMENDMENTS: This declaration may be amended by the members at any time

by written consent of owners representing more than 50% of the Lots. Amendments shall be

effective at the time they are recorded with the Boise County Recorder.

XV. Duration: These protective and restrictive covenants shall run with the land and

shall be binding upon all persons owning land in High Corral No. 1 Subdivision for a period of

10 years from the date this Declaration is recorded, after which time said covenants shall be

<u>SECOND AMENDED CONVENANTS, CONDITIONS AND RESTRICTIONS</u>
<u>FOR HIGH CORRAL SUBDIVISION No. 1</u> - Page 5 of 7

automatically renewed for successive periods of 10 years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

XVI. Severability: Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these covenants shall not in any way affect or invalidate any other sentence or paragraph of these covenants and the remaining portion shall continue in full force and effect.

<u>SECOND AMENDED CONVENANTS, CONDITIONS AND RESTRICTIONS</u>
<u>FOR HIGH CORRAL SUBDIVISION No. 1</u> - Page 6 of 7

IN WITNESS WHEREOF, the und	dersigned have caused this instrument to be executed this
day of 2020.	
Al Porter	
Owners of Lot 13&14	Owners of Lot
Clint Hopper	
Owners of Lot 5 Stan Graves	Owners of Lot
Owners of Lot 3,4,8  Mike Wheeler	Owners of Lot
Owners of Lot 15  Dale Keleman	Owners of Lot
Owners of Lot 12  Dave Hunden	Owners of Lot
Owners of Lot 1  Ben Herbold	Owners of Lot
Owners of Lot 6	Owners of Lot

In all other respects the Second Amended Covenants, Conditions and Restrictions for High Corral Subdivision No. 1 are hereby ratified and affirmed as recorded.

IN WITHNESS WHEREOF, The undersigned have caused this instrument to be executed this 14th day of Ontoner, 20 20.

STATE OF Idaho

County of BOISE

On this 14th day of Ordover, 2020, before me, the undersigned, a Notary Public in and for the said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

Residing at Boise County

Comm. Exp. 6/4/2

In all other respects the Second Amended Covenants, Conditions and Restrictions for High Corral Subdivision No. 1 are hereby ratified and affirmed as recorded.

IN WITHNESS WHEREOF, The undersigned have caused this instrument to be executed this  $15^{+5}$  day of 5.pt, 20.20.

Del Mh

STATE OF Idaho

County of Boil

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

Notary Public for

Residing at 1

1

In all other respects the Second Amended Covenants, Conditions and Restrictions for High Corral Subdivision No. 1 are hereby ratified and affirmed as recorded.	
IN WITHNESS WHEREOF, The undersigned this day of, 20	ed have caused this instrument to be executed
	Michael Luckeeler
STATE OF Taho	
County of Ada	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.	
ANTHONY FONDINO COMM NO. 68035 NOTARY PUBLIC STATE OF IDAHO MY COMMISSION EXPIRES: JULY 08, 2022	Notary Public for Aca Comp, I)  Residing at Boise, ID

In all other respects the Second Amended Covenants, Conditions and Restrictions for High Corral Subdivision No. 1 are hereby ratified and affirmed as recorded.

Stan Graves

STATE OF Hand

County of Ada

On this day of the said, 20 00, before me, the undersigned, a Notary Public in and for the said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

DANYA MCKINSEY Notary Public - State of Idaho Commission Number 69256 My Commission Expires 01-20-2023

Notary Public for

Residing at \\ \lambda \lambda

, 10

In all other respects the Second Amended Covenants, Conditions and Restrictions for High Corral Subdivision No. 1 are hereby ratified and affirmed as recorded.

IN WITHNESS WHEREOF, The undersigned have caused this instrument to be executed this 3 day of October 20 20.

STATE OF <u>TD</u>

County of Acla

On this \_\_\_\_\_\_ day of October\_, 20\_\_\_\_\_, before me, the undersigned ,a Notary Public in and for the said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

> **BRANDON CASTILLO** Notary Public State of Idaho Commission No. 2017-0747

Notary Public for John

Residing at Meridian, ID

Commission Expires: 10/18/2023

In all other respects the Second Amended Covenants, Conditions and Restrictions for High Corral Subdivision No. 1 are hereby ratified and affirmed as recorded.

IN WITHNESS WHEREOF, The undersigned have caused this instrument to be executed this 10 day of 50, 20.

Anchen J. Portos

STATE OF ICAHO

County of Elmore

On this 10 day of 50, 20, before me, the undersigned ,a Notary Public in and for the said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

DENISE M COOK Notary Public - State of Idaho Commission Number 20192120 My Commission Expires Oct 10, 2025

Notary Public for INAhO

Residing at Mountain Home Id

In all other respects the Second Amended Covenants, Conditions and Restrictions for High Corral Subdivision No. 1 are hereby ratified and affirmed as recorded.

IN WITHNESS WHEREOF, The undersigned have caused this instrument to be executed this 24 day of atcher, 2020.

STATE OF Idaho

County of Ada

On this 24 day of October, 20 20, before me, the undersigned, a Notary Public in and for the said State, personally appeared, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

Notary Public for 1 dah o

Residing at Base, Idaho

JANUS GULBRANSON 20203613 NOTARY PUBLIC STATE OF IDAHO