

SEC 34 T 7 N, R 2 E, B.M.

E 1/16 COR
SEC 34
3

SUBDIVISION PLAT BRANCH ESTATES

A TRACT OF LAND SITUATED IN A PORTION OF GOVERNMENT LOT 1 OF SECTION 3
T 6 N, R 2 E, BOISE MERIDIAN, BOISE COUNTY, IDAHO.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF GOV'T LOT 1 OF SECTION 3, T 6 N, R 2 E, BM AS SHOWN ON THE PLAT OF QUAIL VALLEY RANCH RECORDED JUNE 3, 1993 AS INSTR. No. 147493 IN THE OFFICE OF COUNTY RECORDER OF BOISE COUNTY, IDAHO, I.e. S 1°18'30"W

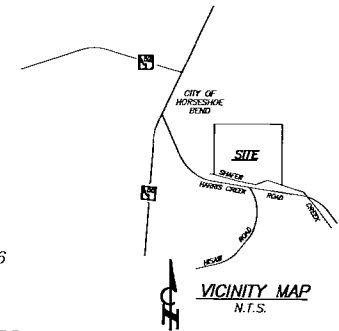
LEGEND:

- FOUND BRASS CAP MONUMENT
- ▲ FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- FOUND PK NAIL
- FOUND 1" IRON PIPE OPEN
SET BRASS TAG PLS 6552
- ⊙ SET 5/8" IRON PIN W/PLASTIC CAP PLS 6552
- SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552
- SET LEAD AND TACK W/BRASS TAG PLS 6552 IN BOULDER

SECTION 2

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS ARE IN FORCE IN ACCORDANCE WITH IDAHO CODE No. 50-1326



NOTES:

1. THE DEVELOPER SHALL COMPLY WITH 31-3805, IDAHO CODE, RELATING TO TRANSFER OF WATER RIGHTS.
2. BUILDING SETBACKS SHALL BE AT LEAST:
FRONT 20 FEET.
REAR 15 FEET.
SIDE 10 FEET, PLUS 15 FEET BETWEEN BUILDINGS.
FLANKING STREET 20 FEET.
3. BOISE COUNTY ASSUMES NO RESPONSIBILITY FOR MAINTENANCE OF ROADS PLATTED HEREON, SUBJECT TO BOISE COUNTY ORDINANCE 93-1.
4. A 12 FOOT UTILITY AND DRAINAGE EASEMENT EXISTS INSIDE ALL LOT LINES ALONG ROADS AND ALONG THE SUBDIVISION BOUNDARY AND A 12 FOOT EASEMENT WILL BE CENTERED ON ALL INTERIOR LOT LINES.
5. LOTS SHALL NOT BE REDUCED BY SIZE WITHOUT PRIOR APPROVAL OF APPROPRIATE HEALTH AUTHORITY AND THE BOISE COUNTY COMMISSIONERS.
6. ALL AREAS SHOWN HEREON ARE FOR TAX PURPOSES ONLY.
7. UTILITY AND DRAINAGE EASEMENTS ALONG ROADS MAY BE USED AS A ROAD RIGHT-OF-WAY EASEMENT AND FOR SNOW STORAGE.
8. ALL ROADS PLATTED HEREON ARE PRIVATE ROADS AND THEREFORE NO COUNTY SERVICES (EXCEPT EMERGENCY IN NATURE) WILL BE PROVIDED.
9. ROAD GRADES SHALL NOT EXCEED 10%, EXCEPT THAT SECONDARY ACCESS EASEMENTS MAY EXCEED 10% GRADIENT.
10. LOT 13 (BRANCH WATER RD. AND MEADOW LANE - 2.7± AC) IS FOR PRIVATE ROADS WHICH ARE TO BE MAINTAINED BY THE BRANCH ESTATES HOME OWNERS ASSOC.



Fischer Land Surveying, Inc.

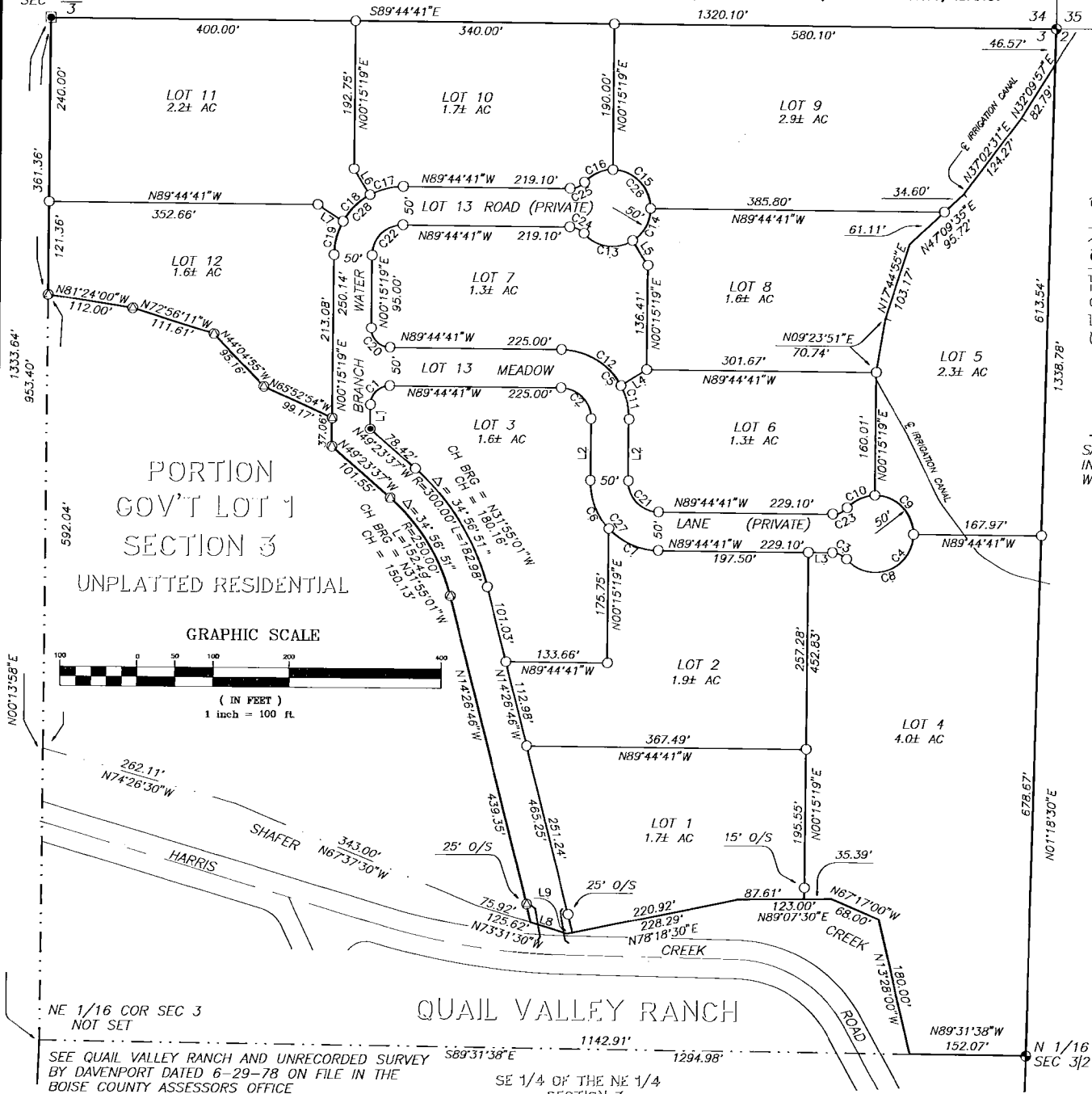
PROFESSIONAL LAND SURVEYING
404 So. Washington Ave.
Emmett, Idaho 83617
Phone: (208) 365-4146



SHEET 1 OF 3

JULY 1993

INDEX No. 621-03-01-01-00 JOB No. 83-93



SUBDIVISION PLAT BRANCH ESTATES

A TRACT OF LAND SITUATED IN A PORTION OF GOVERNMENT LOT 1 OF SECTION 3
T 6 N, R 2 E, BOISE MERIDIAN, BOISE COUNTY, IDAHO.

DATA TABLE

LINE	DIRECTION	DISTANCE
L1	N00°15'19"E	32.01'
L2	N00°15'19"E	80.00'
L3	N89°44'41"W	31.60'
L4	N57°49'15"E	39.76'
L5	N32°26'56"W	37.45'
L6	N32°10'45"W	39.76'
L7	N57°18'36"W	39.76'
L8	N73°31'30"W	49.70'
L9	N78°18'30"E	7.37'

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	90°00'00"	25.00'	39.27'	35.36'	N45°15'19"E
C2	90°00'00"	40.00'	62.83'	56.57'	N44°44'41"W
C3	48°11'23"	25.00'	21.03'	20.41'	N65°38'59"W
C4	276°22'46"	50.00'	241.19'	66.67'	N00°15'19"E
C5	90°00'00"	90.00'	141.37'	127.28'	N44°44'41"W
C6	43°45'42"	90.00'	68.74'	67.08'	N21°37'32"W
C7	46°14'18"	90.00'	72.63'	70.68'	N66°37'32"W
C8	138°11'23"	50.00'	120.59'	93.42'	N69°21'01"E
C9	91°14'17"	50.00'	79.62'	71.47'	N45°21'49"W
C10	46°57'05"	50.00'	40.97'	39.84'	N65°32'29"E
C11	29°01'52"	90.00'	45.60'	45.12'	N14°15'37"W
C12	60°58'08"	90.00'	95.77'	91.31'	N59°15'37"W
C13	80°53'38"	50.00'	70.59'	64.87'	N82°00'07"W
C14	57°17'45"	50.00'	50.00'	47.94'	N28°54'12"E
C15	90°00'00"	50.00'	78.54'	70.71'	N44°44'41"W
C16	48°11'23"	50.00'	42.05'	40.82'	N66°09'38"E
C17	29°01'52"	90.00'	45.60'	45.12'	N75°44'23"E
C18	31°56'17"	90.00'	50.17'	49.52'	N45°15'19"E
C19	29°01'52"	90.00'	45.60'	45.12'	N14°46'15"E
C20	90°00'00"	25.00'	39.27'	35.36'	N44°44'41"W
C21	90°00'00"	40.00'	62.83'	56.57'	N44°44'41"W
C22	90°00'00"	40.00'	62.83'	56.57'	N45°15'19"E
C23	48°11'23"	25.00'	21.03'	20.41'	N66°09'38"E
C24	48°11'23"	25.00'	21.03'	20.41'	N65°38'59"W
C25	48°11'23"	25.00'	21.03'	20.41'	N66°09'38"E
C26	276°22'46"	50.00'	241.19'	66.67'	N00°15'19"E
C27	90°00'00"	90.00'	141.37'	127.28'	N44°44'41"W
C28	90°00'00"	90.00'	141.37'	127.28'	N45°15'19"E



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T 6 N, R 2 E, BOISE MERIDIAN, BOISE COUNTY, IDAHO.

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM I. BRANCH does hereby certify that he is the owner of a certain tract of land to be known as Branch Estates, as shown on this Subdivision Plat and described as follows:

BEGINNING at the Northeast corner of Government Lot 1 of Section 3, Township 6 North, Range 2 East, Boise Meridian; Thence South 01°18'30" West, 1338.78 feet (record 1339.00) along the Easterly line of said Government Lot 1 to the Southeast corner thereof; Thence North 89°31'38" West, 152.07 feet to the centerline of Shafer Creek; Thence along the centerline of Shafer Creek the following courses and distances:

North 13°28'00" West, 180.00 feet;
North 67°17'00" West, 68.00 feet;
South 89°07'30" West, 123.00 feet;
South 78°18'30" West, 228.29 feet;
North 73°31'30" West, 49.70 feet;

Thence leaving said centerline North 14°26'46" West, 439.35 feet to the beginning of a tangent 250.00 foot radius curve to the left; Thence Northwesterly along the arc of said curve through a central angle of 34°56'51" a distance of 152.49 feet; a chord which bears North 31°55'01" West, 150.13 feet; Thence tangent to said curve North 49°23'37" West, 101.55 feet; Thence North 00°15'19" East, 37.06 feet; Thence North 65°52'55" West, 99.17 feet; Thence North 44°04'55" West, 95.16 feet; Thence North 72°56'11" West, 111.61 feet; Thence North 81°24'00" West, 112.00 feet to the West line of said Government Lot 1; Thence North 00°13'58" East, 361.36 feet to the Northwest corner of said Government Lot 1; Thence South 89°44'41" East, 1320.10 feet to the POINT OF BEGINNING.

Comprising 26.76± acres.

The streets are not dedicated to the public, and the utility, irrigation and drainage easements on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for use by public utilities and irrigation and drainage users, and for any other purpose designated hereon or in the restrictive covenants for this subdivision, and no permanent structures are to be erected within the line of said easements.

IN WITNESS WHEREOF, We have hereunto set our hands this 10th day of December, 1994.

OWNER'S NAME

William I. Branch
WILLIAM I. BRANCH

ACKNOWLEDGEMENT

STATE OF IDAHO }
County of Boise } ss.

On this 10th day of December, 1994, before me, a notary public in and for the State of Idaho, personally appeared William I. Branch known to me to be the Owner that executed this instrument, and acknowledged to me that he executed the same.

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

Michael A. Howard
Notary Public for Idaho

Residing at Cascade Valley, Idaho

CERTIFICATE OF SURVEYOR

I, Roger E. Bennie, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this Subdivision Plat of Branch Estates, as described in the Certificate of Owners, and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately represents the points platted thereon, and is in conformance with the State of Idaho Code, Title 50, Chapter 13, relating to plats and surveys, and conforms to this Ordinance.

Roger E. Bennie PLS 6552



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this Subdivision Plat are hereby removed according to the letter of approval on file with the Boise County Recorder or his/her agent.

NAME _____ DATE _____

APPROVAL OF CITY ENGINEER/SURVEYOR

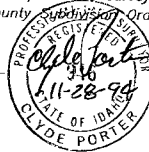
I, the undersigned, City Engineer/Surveyor, in and for Horseshoe Bend, Boise County, Idaho, do hereby approve this Subdivision Plat.

Name and License No. _____

APPROVAL OF COUNTY ENGINEER/SURVEYOR

I, the undersigned county engineer/surveyor, in and for Boise County, Idaho, do hereby certify that I have checked this Subdivision Plat and that it is in compliance with Title 50, Chapter 13, Idaho Code, relating to plats and surveys, and is also in compliance with Boise County Ordinance _____ relating to subdivision plats.

Clyde Porter 946
Surveyor Name & License No.



CERTIFICATE OF THE BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 6th day of February, 1994, by the Board of County Commissioners of Boise County, Idaho.

CHAIRMAN *John N. Dyer*

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer, in and for the County of Boise, Idaho, per the requirements of 50-1308, Idaho Code, do hereby certify that any and all current and/or delinquent county property taxes for the property included in the Subdivision Plat have been paid in full. This certification is valid for the next thirty (30) days only.

Paul S. Smith
Boise County Treasurer DATE 1-9-95

CERTIFICATE OF COUNTY ASSESSOR

I, the undersigned, County Assessor, in and for the County of Boise, Idaho, per the requirements of Idaho Code, do hereby certify that this platting is acceptable for assessing and tax purposes.

C. Jean Conody
Boise County Assessor DATE 2/6/95

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk, of Horseshoe Bend, Boise County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 14 day of December, 1994, this Subdivision Plat was duly accepted and approved.

Raina S. Hamrick
City Clerk

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
County of Boise } ss.

I HEREBY CERTIFY that this instrument was filed at the request of Fischer Land Surveying, Inc. at 02 minutes past 3 o'clock P.M. this 09th day of December, 1994, in my office, and was duly recorded and filmed instrument No. 154954.

Debra J. George
Deputy REC-11.00
Rona A. Conody
Ariana C. Kolar
Ex-Officio Recorder

Fischer Land Surveying, Inc.

PROFESSIONAL LAND SURVEYING
404 So. Washington Ave.
Emmett, Idaho 83617
Phone: (208) 365-4146



3 P158714 DS

Inst # 225950

165342

INST# 165342
REQUEST *mtm View*
97 JUL 29 PM 3:03
BOISE COUNTY RECORDER
By *Shirley Rappin*
TYPE *print* FEE \$24.00/ok

Declaration of
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR
BRANCH ESTATES

Boise County, Idaho

THIS DECLARATION, Made this 21st. day of July, 1997, by WILLIAM BRANCH, hereafter referred to as "Grantor".

WITNESSETH:

WHERE AS, Grantor is the owner of all that certain real estate situated in Boise County, state of Idaho, more particularly described in the Plat of Branch Estates (hereafter referred to as the "Subdivision"), recorded on February 6, 1995 as Instrument No. 154954, RECORDS OF BOISE COUNTY, IDAHO; and

WHEREAS, the subdivision is an area of much natural beauty, including distinctive terrain features and pastoral areas, and it is the desire and intent of the Grantor to create a residential community in which such natural beauty shall be substantially preserved, and the restrictions and covenants established in the Declaration are intended to serve such objective;

NOW, THEREFORE, Grantor hereby declares that all property in the Subdivision is and shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, restrictions and equitable servitude in furtherance of a plan for the improvement and sale of the subdivision, and to enhance the value, desirability, and attractiveness of such property. The restrictions set forth herein shall run with the real property included within the Subdivision; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and shall be binding upon Grantor, and Grantor's successors in interest: and may be enforced by Grantor, by any owner or such Owner's successors in interest, or by the Association hereafter designated..

1. DEFINITIONS. In construing this instrument, the following definitions shall be applied:

"SUBDIVISION" means BRANCH ESTATES, according to the official plat thereof on file in the office of the county Recorder of Boise County, Idaho.

"Association" means the BRANCH ESTATES PROPERTY OWNERS ASSOCIATION to be formed no later than December 31, 1997 as an Idaho nonprofit corporation of which All property Owners shall be a part.

"Lot" means an officially designated and numbered lot on the official plat of the Subdivision.

"Grantee" or "Owner" shall mean the record title holder or holders of a "Lot", and their respective successors and assigns.

2. GENERAL PROVISIONS. By acceptance of any conveyance of any property in the subdivision, the Grantee and Grantee's heirs, personal representatives, successors and assigns covenant with Grantor, and Grantor's successors and assigns, and with all other Grantees or subsequent Owners of property in the Subdivision, that these covenants shall inure to the benefit of, and be binding upon, all such parties.

3. RESUBDIVISION. No lot may be divided or re-subdivided by the Owner thereof, unless such division or re-subdivision be first approved by all governmental entities charged with administration if laws and ordinances of Boise County, Idaho and the State of Idaho relating to the planning, zoning, subdivision and development of real estate situated in Boise County, Idaho.

4. RESIDENTIAL USE OF LAND. All lots in the Subdivision shall be used for residential purposes only, and no business or other commercial activities shall be permitted to be conducted thereon.

5. STRUCTURES. No structure shall be constructed upon, or permitted to remain upon, any Lot other than a single family dwelling, or outbuildings, both as hereinafter defined.

a. SIZE. Each dwelling must have a floor space area on its first floor of at least 1,000 square feet and must contain a minimum of 1,500 square feet of floor space for two story, or basement homes.

b. HEIGHT AND LAYOUT. No dwelling shall be more that two stories in height. No other structure shall be more than two story in height. otherwise, the height and layout of structures shall be at the discretion of the Owner so long as in accordance with applicable zoning ordinances and regulations of Boise County, Idaho.

c. SETBACKS. No building or other structure shall be located closer that 35 feet to the front and rear lot lines, or closer than 35 feet to the front and real lot lines, or closer than 15 feet to any side line. Except for Lot 4- which shall have a front setback of 15 feet.

d. **OUTBUILDING.** All outbuildings shall be of a size and design which is in harmony with the other structures on the lot where the same is located. No outbuildings shall be placed so as to obstruct the windows or light of any adjoining owner.

e. **NO PRE-MANUFACTURED HOUSING.** All homes will be built onsite.

f. **MOBILE HOME AND TEMPORARY STRUCTURES.** No structure such as a shack, or basement only, and no outbuilding, shall be used on any lot as a dwelling, either temporarily or permanently. No structure originally designed and built to be movable upon affixed wheels (commonly referred to as a "mobile home") shall be used on any Lot as a dwelling. No motor home, camper, trailer, or other recreational vehicle shall be used as permanent dwelling; however, temporary use of a recreational vehicle for periods of less than one year during construction of a permanent dwelling shall be permitted.

g. **BUILDING MATERIALS.** All structures shall be finished, painted and maintained in good repair so as to be unoffensive to other Owners in the Subdivision, and may be constructed of any material so long as it blends with the natural surroundings; PROVIDED HOWEVER, that only non-reflective roof materials shall be permitted.

6. **PROSECUTION OF WORK.** The construction of all dwelling and outbuildings shall be diligently and continuously carried on from the time of commencement thereof (weather and other causes beyond the reasonable control of the Owner permitting).

7. **ANIMALS.** No animals shall be kept in such numbers as to create unsightliness, excessive noise, offensive odors, or dangerous conditions. The keeping of horses or of cattle is limited to two animals per acre of property ownership. No animals shall be kept for any commercial purpose. No dog shall be permitted to chase or harass persons or animals within the subdivision or upon any property adjacent thereto. Horses or dogs which unreasonably disturb others, or which are unmanageable, shall not be permitted.
NO PIGS ALLOWED.

8. **NUISANCES.** Nothing of an offensive, dangerous, odorous or noisy kind shall be conducted or carried on, nor shall anything be done or permitted in the Subdivision which may be or become an unreasonable annoyance or nuisance to the Owner in the Subdivision. There shall be no shooting of firearms within the Subdivision, or from any of its roadways.

9. **EROSION CONTROL; EXCAVATIONS.** It shall be the responsibility and liability of each Owner to take reasonable measures to protect soil erosion and to prevent the runoff of soil and silt onto

adjoining property. There shall be no excavation for stone, sand, gravel, or minerals upon any Lot except to the extent reasonably necessary in connection with construction of structures and roadways and erosion control measures shall be implemented immediately following any such excavation.

10. WATER. No part of the subdivision is located within any existing irrigation district. The Grantor will provide irrigation water to all lots except lot 1. Grantor will also provide domestic water to all lots except lot 3 which present owners have drilled their own domestic wells for these lots. It is contemplated that domestic and irrigation water for use at any lot except those mentioned above shall be supplied by the Grantor and originate from a well that has been drilled by the Grantor. Well and domestic water distribution shall be constructed and located in all respects in accordance with applicable state and local health and safety laws and regulations, and the location of each well shall meet the requirements of the applicable District Health Department or successor government agency. No Owner shall make any claim to natural spring water or runoff water, and no Owner shall construct any dam or device to trap runoff water. Domestic water from the well(s) shall not be used to irrigate trees, shrubs, plants, lawns, gardens or pools. In the event that irrigation water becomes unavailable, special watering conditions will apply that will be put into place at the time of that unavailability.

11. SEWAGE DISPOSAL. No central system for disposal of sewage and waste is provided by Grantor, and Grantor shall have no obligation to construct any sewage disposal systems or provide connection thereto. It shall be the responsibility of each Owner to provide an individual system for disposing of sewage and waste from such Owner's Lot. All such individual sewage disposal systems shall be constructed, installed, and maintained in accordance with health and safety laws and regulations, and shall meet the requirements of the applicable District Health Department or successor governmental agency. All necessary approvals of applicable governmental bodies and agencies shall be obtained prior to construction of such sewage disposal facilities.

12. REFUSE AND DUMPING. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, abandoned automobile bodies, or other waste material. All such materials shall be kept in sanitary containers. Incinerators (if permitted by law) and other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. No junk or unsightly material of any sort or nature shall be kept upon and Lot.

13. ROADWAYS. All roadways shown upon the plat of Subdivision are private roads, are not dedicated to the public, and are not maintained by any public authority. A nonexclusive permanent easement is hereby granted to all Owners within the Subdivision for the use of said private roads by such Owners and their respective invitees for purposes of ingress and egress; PROVIDED, HOWEVER, such use shall be subject to such reasonable rules and regulations as may from time to time be promulgated by the Association relating thereto. Grantor shall convey all said private roads to the Association, subject to the foregoing easement for ingress and egress to all Owners. Maintenance and repair of the private roads shall be the responsibility of the Association, as hereafter provided.

14. TREE REMOVAL. No trees shall be cut down or removed from and Lot unless such removal is necessary in connection with the erection of an improved structure thereon; PROVIDED, this covenant shall not be construed to prevent reasonable thinning of trees where such thinning improves the appearance of the property and enhances its natural beauty, nor shall this covenant be construed to prevent the removal of dead or diseased trees.

15. SIGNS. No signs or billboards of any kind or for any use shall be erected, posted, or displayed upon any Lot. The name of a resident of a dwelling house upon a Lot may be displayed upon a name or address plaque, however, Grantor reserves the right to display reasonable signs upon Lots remaining in the ownership of Grantor advising that such Lots are for sale by the Grantor or Grantor's agents.

16. ASSOCIATION. No later than December 31, 1997, Grantor shall cause to be formed under the laws of the State of Idaho a nonprofit corporation, to be known as BRANCH ESTATES PROPERTY OWNERS ASSOCIATION INC., or other name acceptable to the Secretary of State for such corporation. Each Owner, including Grantor, by virtue of being an owner of a Lot within the Subdivision, and for so long as such party remains an owner of such Lot, shall and must be a member of said Association. The Association membership of any Owner shall be appurtenant to the Lot owned by such party, and shall not be transferred, pledged, or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be voided. Any transfer of title to any Lot shall operate automatically to transfer said membership to the new Owner thereof, without any other act or deed by any part. The voting and other rights and obligations of members of the Association shall be as set forth in its Articles of Incorporation and By-Laws. In the manner prescribed in the By-Laws of the Association, the Association shall have the power to levy Regular and special Assessments upon

all members of the Association for the purposes of paying the costs of maintaining, operating, repairing, improving and use of the private roads and bridge within the impact of the Subdivision. The Association may undertake such other activities for the general welfare of the Subdivision and its members from time to time determine, but the costs of such other activities may not be paid from the funds derived from Regular and Special Assessments.

17. LIEN FOR UNPAID ASSESSMENTS. Any regular or Special Assessment duly made by the Association which shall not be paid within the time provided in the By-Laws shall become a lien upon the Lot or Lots owned by the member so assessed; PROVIDED, HOWEVER, no such lien shall be binding or effective as against subsequent bona fide purchasers or encumbrance holders with respect to any Lot unless and until a written Notice of Lien shall have been filed in the office of the Boise County Recorder, signed by an officer of the Association, setting forth the amount of the delinquency, the interest and costs which have accrued or are accruing thereon, the description of the property against which such charges have been assessed and such lien is imposed, and the name or names of the Owner or reputed Owner thereof. In no event shall a declaration of homestead be effective as against the lien of the association for unpaid Regular and Special Assessments, even though the Notice of Lien recorded after the recording of the Declaration of Homestead. The lien shall continue until the assessment, and all penalties and interest property due with respect thereto, have been fully paid and otherwise satisfied. When a lien with respect to which a Notice of Lien was recorded has been fully paid or satisfied, a written instrument setting forth such fact shall be prepared, signed by an officer of the Association, and recorded in the office of the Boise County Recorder. Such lien may be foreclosed in the same manner as is provided by the laws of the State of Idaho for foreclosure of a mortgage on real property or as otherwise provided or permitted by law. No lien for unpaid assessments due to the Association shall affect the rights of any Mortgagee or Beneficiary under any Deed of Trust if: (1) No unsatisfied Notice of Lien with respect to the Property encumbered thereby appeared of record on the date such Mortgage or Deed of Trust was first recorded; (2) Said Mortgage or Deed of Trust is a first lien instrument; and (3) Said Mortgage or Deed of Trust was made in good faith and of value.

18. INVALIDATION: Invalidation of any one or more of these covenants or provisions by judgment or court order shall in no way affect any of the other covenants or provisions hereof, all of which shall remain in full force and effect.

19. **TERM, AMENDMENTS.** These covenants and restrictions shall remain in force and effect and run with the land for twenty (20) years from the date the same are recorded, after which time the same shall be automatically extended for successive period of ten (10) years unless an instrument containing an agreement amending, modifying, or repealing the same, in whole or in part, signed and acknowledged by Owners of a majority of the lots with the Subdivision, shall have been recorded in the office of the Boise County Recorder. These covenants and restrictions may be amended from time to time, with respect to any part of portion thereof, providing the Owners of at least 75% of the Lots within the Subdivision shall consent thereto in writing, duly executed, acknowledged, and recorded in the office of the Boise County recorder, and further provided that any such amendment shall have first been approved by the Boise County Planning and Zoning Commission or other governmental entity at such time charged with administration of the Subdivision and zoning laws and ordinances of Boise County, Idaho.

20. **ENFORCEMENT.** If any part shall violate or attempt to violate any of the provisions herein contained, and shall persist in such violation or attempt after ten days written notice service upon or delivered to such party, then any Owner of property within the Subdivision or the Association, may prosecute any proceeding at law or in equity against such party, either to present such violation or to recover damages thereof, or both, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the non-prevailing party.

IN WITNESS WHEREOF, Declarant has executed this instruments this 28 day of July 1997.

By: William Branch
William Branch
Grantor and Owner

By: Donald L. Hunt
Donald L. Hunt

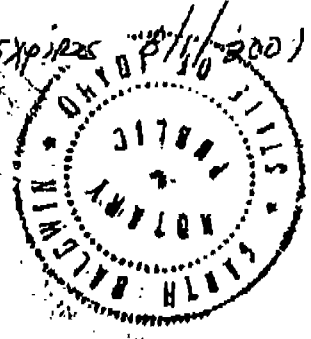
Anita J. Hunt
Anita J. Hunt

Approved & accepted by the Owners of Lot 2 and 3 of Branch Estates.

State of Idaho)
) ss.
County of Boise)

On this 28 of July 1997, before me, a Notary Public, in and for said State, personally appeared William Branch, Donald L. Hunt and Anita J. Hunt, known to me to be the Owners of Branch Estates Sub and Lots 2 & 3 of Branch Estates, Boise County and acknowledged to me that they executed the same.

Juan B...
Commission expires 8/11/2001



AMENDMENT: At a meeting of the Owners of the Lots within the Subdivision, held on 8/27/2009, an affirmative vote was recorded of at least 75% of the Owners of the Lots within the Subdivision, (see written consent-page 10), to amend the PROTECTIVE RESTRICTIONS AND COVENANTS FOR BRANCH ESTATES as follows:

Amendments consented to are detailed below *in italics and bold type*:

PAGE 3: Paragraph number 7.,

(a) appended to the paragraph beginning at the end of sentence ... "odors, or dangerous conditions." as follows: ***The keeping of horses or of cattle is limited to two animals per acre of property ownership.***

(b) the last sentence in this paragraph is amended to read: ***NO PIGS ALLOWED.***

PAGE 4: Paragraph 10. beginning at the 6th line is amended to read: domestic and irrigation water ***for use at*** any lot except those mentioned

4th Line of amended document } ↓

PAGE 4: Paragraph 10. appended to the paragraph beginning at the end of sentence "to trap runoff water." as follows: ***Domestic water from the well(s) shall not be used to irrigate trees, shrubs, plants, lawns, gardens or pools. In the event that irrigation water becomes unavailable, special watering conditions will apply that will be put into place at the time of that unavailability.***

Regarding the proposed amendments to the PROTECTIVE RESTRICTIONS AND COVENANTS FOR BRANCH ESTATES, following a vote on these amendments taken on 8/27/2009, we the undersigned Owners of the Lots within the Subdivision, consent in writing to these amendments:

Roy W. deWitt
Marilyn E. deWitt

Betty Noy
Ray Nae

W. A. Brunel

and Thompson

Jim Jacob
Bill

Bret E. G. G. G.
Kim P. G. G.

Judy P. G. G.
L. G. G.

Gene G. G.
Jean G. G.

Signatures collected by
Homeowner & President of
Assoc.: Jim Jacob
and equal 81.8% of
Homeowners in the
Subdivision,



Of the 11 Lots within the
Subdivision, 9 of the Owners
have signed their consent
on this document.
Homeowner, + Vice President of
The Association:

Roy W. deWitt



IN WITNESS THEREOF, Declarants have executed this instrument
This 12 day of November 2009.

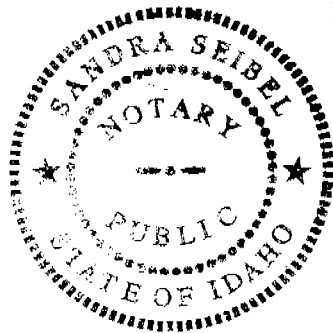
By: James Jacobs
James Jacobs
President, BRANCH ESTATES PROPERTY OWNERS ASSOCIATION

By: Roger W. deVeer
Roger W. deVeer
Vice President, BRANCH ESTATES PROPERTY OWNERS ASSOCIATION

State of Idaho)
) ss.
County of Boise)

On this 12 day of Nov., before me, a Notary Public, in and
For said State, personally appeared James Jacobs, and Roger W. deVeer, known to me to
be Officers of, BRANCH ESTATES PROPERTY OWNERS ASSOCIATION, Boise
County and acknowledged to me that they executed the same.

Page 11



Sandra Seibel
Garseshoe Bend,
Comm Exp. 2/10/10