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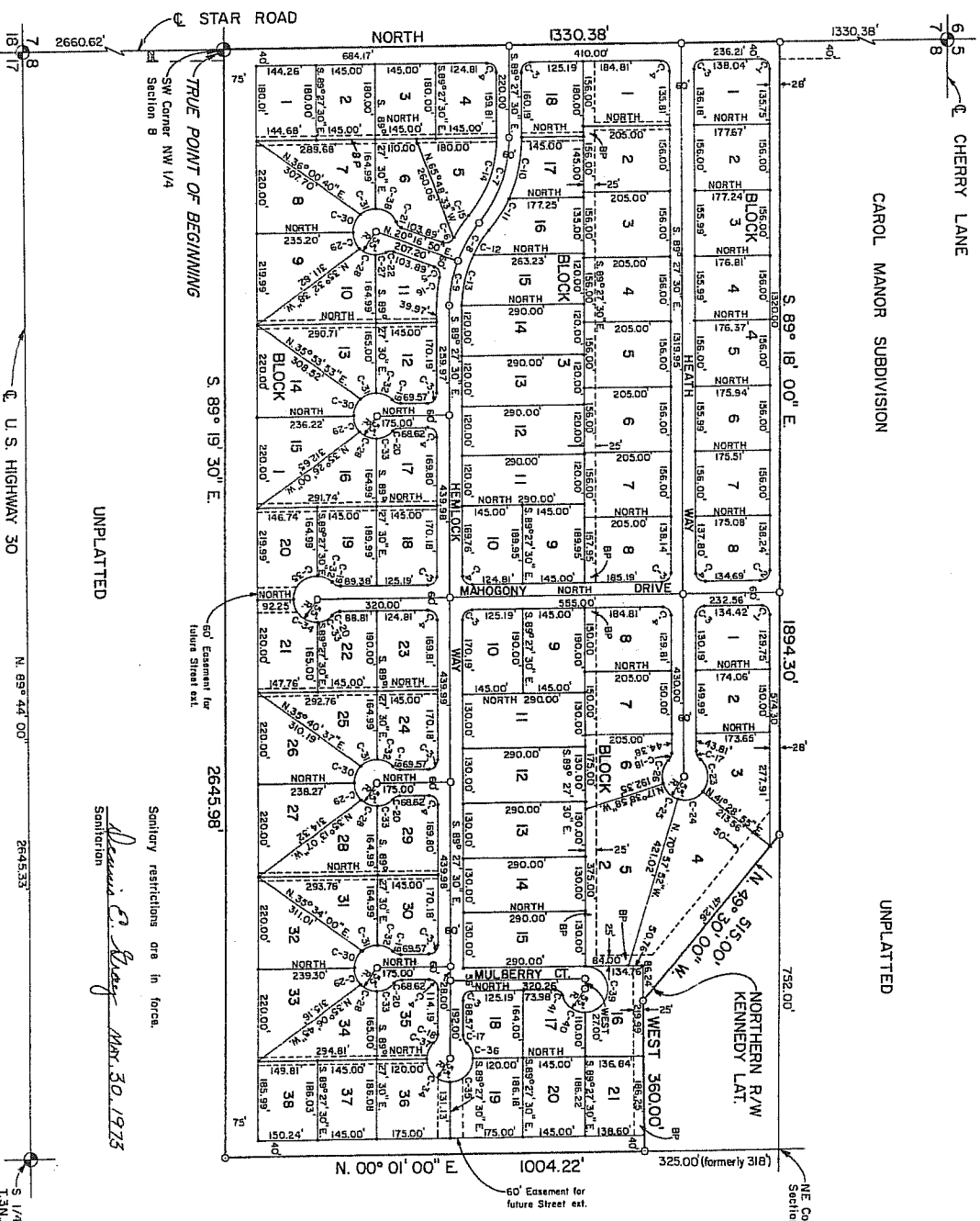
UNPLATTED

# PLAT SHOWING HILL CREEK SUBDIVISION

A PORTION OF  
S 1/2, NW 1/4, SECTION 8, T.3N, R.1W, B.M.  
CANYON COUNTY, IDAHO  
1973

SCALE: 1" = 200'

CAROL MANOR SUBDIVISION



Sanitary restrictions are in force.  
S. 1/4 Corner, Section 8  
T.3N, R.1W, B.M.

*Deanna C. Blevy* Mar. 30 1973  
Sanitation

UNPLATTED

| CURVE | R      | A      | L    | CH    | CH BEAR.         |
|-------|--------|--------|------|-------|------------------|
| C-1   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-2   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-3   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-4   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-5   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-6   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-7   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-8   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-9   | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-10  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-11  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-12  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-13  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-14  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-15  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-16  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-17  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-18  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-19  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-20  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-21  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-22  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-23  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-24  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-25  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-26  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-27  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-28  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-29  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-30  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-31  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-32  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-33  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-34  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-35  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-36  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-37  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-38  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-39  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-40  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |
| C-41  | 200.00 | 158.42 | 60.7 | 20.35 | 31.67° N 84.5° E |

### CURVE DATA

- Brass Cap
- 5/8" x 30" Iron Pin
- 1/2" x 24" Iron Pin
- Public Utilities, Ditchage and Irrigation Easement.
- 10' Wide From Lot Line Where not Dimensioned.
- There is a 10' Easement for Utilities, including Irrigation and Drainage Around all Lot Lines
- Front, Back and Side, Bridle Path Easement

### LEGEND

Jan 12 11 38 AM '73  
Deanna C. Blevy  
Sanitation

**CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, are the owners of the land shown on the reverse side of this sheet and have caused the tract of land to be surveyed, subdivided and platted as HILL CREEK SUBDIVISION in Canyon County, Idaho.

**DESCRIPTION**

This parcel is located in the South half of the Northwest quarter, all of which is in Section 8, Township 3 North, Range 1 West, Boise Meridian in Canyon County, Idaho, and is more particularly described by metes and bounds as follows: Beginning at the Southeast corner of the Southeast quarter of said Northwest quarter of said Section 8, which point shall be known as the TRUE POINT OF BEGINNING, thence North 1330.28 feet along the Western boundary of said Northwest quarter of said Northwest quarter of said Section 8 to the Northwest corner of said South half of said Northwest quarter of said Section 8; thence South 89° 18' 00" East 1894.30 feet along the Northern boundary of said Southern half of said Northwest quarter of said Section 8 to a point of intersection with the Northern boundary of the right-of-way of the Kennedy Irrigation Lateral which point is North 89° 18' West 732 feet (formerly West 732 feet) from the Northeast corner of the Southeast quarter of said Northwest quarter of said Section 8; thence South 49° 30' East 515 feet along said Northern right-of-way boundary of said Kennedy Irrigation Lateral to a point of intersection with the Eastern boundary of said Southern quarter of said Northwest quarter of said Section 8 which point is South 0° West 322 feet (formerly South 316 feet) from said Northeast corner of said Southern quarter of said Northwest quarter of said Section 8; thence South 0° West 1900.422 feet along thence North 89° 18' 30" West 2845.98 feet along the Southern boundary of said Northwest quarter of said Section 8; thence North 89° 18' 30" West 2845.98 feet along the Southern boundary of said Northwest quarter of said Section 8 to the TRUE POINT OF BEGINNING. This parcel contains 76.59 acres (more or less).

**WE HEREBY CERTIFY**

That we hereby dedicate all the streets or portions thereof within the limits of this plat to the use of the public forever. The easements shown on this plat are dedicated to the public for utility purposes including irrigation and drainage and are not for public habitation. The right to use said easements is hereby perpetually reserved for these purposes and no 25 feet wide easement which is permitted to be erected within the limits of said easements, except for a continuous is shown with symbols BP.

Building and Occupancy Restrictions—See Book No. \_\_\_\_\_ of Miscellaneous Records of Page No. \_\_\_\_\_ of Canyon County, Idaho, for Building and Occupancy Restrictions filed on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., 1973. IN WITNESS WHEREOF, We have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

*Director of Assessor*  
*Richard M. Goff*  
*Notary Public*  
*Richard M. Goff*

**ACKNOWLEDGEMENT**

STATE OF IDAHO )  
COUNTY OF CANYON ) S. S.  
On this 5th day of July, 1973, before me, *Richard M. Goff*, a Notary Public in and for said County and State, personally appeared the above named persons, known to me to be the persons whose names are subscribed to foregoing instrument and acknowledge to me that they executed the same.

Notary Public  
*Richard M. Goff*  
Residing at *Boise, Idaho*

My Commission expires *Oct 10 1975*

**CERTIFICATE OF ENGINEER**

I, R. J. Huchabee, do hereby certify that I am a professional engineer, licensed by the State of Idaho, and that this plat of Hill Creek Subdivision, as described in the Certificate of Owners and the attached plat, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



*R. J. Huchabee*  
R. J. Huchabee  
License No. 975

**CERTIFICATE OF COUNTY SURVEYOR**

I, *Melvin V. Davenport*, County Surveyor for Canyon County, Idaho, hereby certify that I have checked this plat of Hill Creek Subdivision and that it complies with the State of Idaho Code relating to plats and surveys.

Date *June 5, 1973*

*Melvin V. Davenport*  
County Surveyor

**APPROVAL OF BOARD OF COUNTY COMMISSIONERS**

Accepted and approved this *7* day of *July*, 1973, by the Board of County Commissioners of Canyon County, Idaho.

*Richard M. Goff*  
Chairman Planning & Zoning Commission  
*Richard M. Goff*  
Secretary

*Melvin V. Davenport*  
Chairman  
ATTEST *Melvin V. Davenport*  
Clerk

**COUNTY RECORDER'S CERTIFICATE**

Instrument No. \_\_\_\_\_  
STATE OF IDAHO ) S. S.  
COUNTY OF CANYON )  
I hereby certify that this instrument was filed at the request of \_\_\_\_\_ of \_\_\_\_\_, 1973, in my office and was duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_ of \_\_\_\_\_



Deputy \_\_\_\_\_  
Ex-Officio Recorder \_\_\_\_\_

Fee \$ \_\_\_\_\_



This document  
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of the State  
of Idaho

INSTRUMENT NO 709481

## RESTRICTIVE COVENANTS

OF

UNIT ONE OF HILL CREEK SUBDIVISION

TO CANYON COUNTY, IDAHO

### PART A. Purpose.

These restrictive covenants cover a portion of Hill Creek Subdivision, which Subdivision is located in Section 8, Township 3 North, Range 1 West of the Boise Meridian, in Canyon County, Idaho, and do cover and apply to Lots 1 through 6 inclusive, and Lots 9 through 20 inclusive, all in Block 1 of said Subdivision, and Lots 9 through 18 inclusive of Block 3 of said Subdivision, herein designated as Unit One of Hill Creek Subdivision. That the plat of the said Subdivision was filed of record in the records of the County Recorder of Canyon County, Idaho, on the 12th day of June, 1973, and the said plat is by reference thereto made a part hereof as though set forth in full herein. That the list of all of the owners of said Subdivision is as follows: V. L. Sachtjen and Evelyn M. Sachtjen, husband and wife, Route 6, Nampa, Idaho; and Glenn Perrins and Kathryn Perrins, husband and wife, Route 2, Nampa, Idaho.

### PART B. Residential Area Covenants.

B-1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on



2.

any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. However, the right to erect a two-story house is subject to the approval of the Architectural Control Committee as to whether or not the same would unreasonably restrict the views of houses on other lots.

B-2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part C.

B-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$18,000.00, including the cost of the house, foundation, well and sewer system, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure,



3.

exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 1,800 square feet for a dwelling of two stories.

B-4. Building Location. No building shall be closer than thirty (30) feet to any street line or easement for street or closer than ten (10) feet to any side or back line of any lot.

B-5. Accessory Buildings. There shall not be more than three (3) accessory buildings such as garage, store-room, workshop, playhouse, animal shelters or similar buildings per lot. No such building shall be more than one story in height.

B-6. Easements. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown and stated on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage and irrigation channels in the easements, or which may obstruct or retard the flow of water through drainage and irrigation channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.



4.

B-7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

B-8. Temporary Structures. No structure of a temporary character, no trailer, mobile home, relocatable home, basement building, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, but this covenant shall not preclude the assembling or erecting of a pre-fabricated or pre-build building which meets with the approval of the building committee as herein set forth.

B-9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

B-10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.



5.

B-11. Livestock and Poultry. In addition to family pets, which shall be allowed (but not to exceed two (2) dogs per household) not more than one (1) large animal, horse, cow, etc., or two (2) smaller animals, sheep, goats, etc., shall be allowed for each fifteen thousand (15,000) square feet of lot area. The number of chickens or other fowl, or rabbits or similar animals shall not exceed one (1) for each five hundred (500) square feet, except no roosters over six (6) months of age and no pigs of any age shall be kept.

B-12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-13. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State or local public health authority. Approval of such system as installed shall be obtained from such authority.

B-14. Fences. No fence or fences may be constructed unless the same has been approved by the Architectural Control Committee as to the quality of workmanship and materials, and a determination that the fence as so constructed will not unreasonably restrict the views of houses



6.

on other lots. All livestock shall be kept fenced and enclosed upon the property of the owner thereof, and in no case shall the keeping of the same become unsanitary or offensive in any manner.

B-15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-16. Unlicensed Vehicles. Not more than one unlicensed auto, pick-up, or truck per lot shall be kept thereon.

B-17. Sprinkler Irrigation only must be conducted on Lots 9 through 18, both inclusive, of Block 3 of said Sub-division.

PART C. Architectural Control Committee.

C-1. Membership. The Architectural Control Committee shall be composed of V. L. Sachtjen, Evelyn M. Sachtjen and





7.

Nancy Hyslop, until December 31, 1975. Thereafter, and on each 1st day of January, the owners of lots in the said Subdivision shall elect a new committee, and the owner of each lot shall have one vote for each lot owned. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. General Provisions.

D-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming



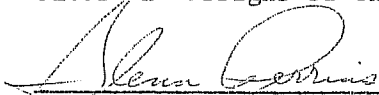
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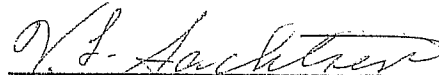
under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. At any time, the owners of two-thirds of the said lots may, in writing, amend these covenants. Each lot shall be considered as a unit, even though one party or parties may own more than one lot.

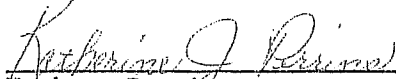
D-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

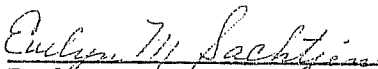
D-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is mutually understood and agreed that this agreement shall bind the heirs, executors, administrators and personal representatives and assigns of the respective parties hereto.

  
Glenn Perrins

  
V. L. Sachtjen

  
Kathryn Perrins

  
Evelyn M. Sachtjen



State of Idaho X  
: : ss.  
County of Canyon X

On this 19 day of June, 1973, before me, the undersigned, a notary public in and for said State, personally appeared V. L. SACTJEN and EVELYN M. SACTJEN, husband and wife, and GLENN PERRINS and KATHRYN PERRINS, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and 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 in this certificate first above written.



E. J. Thurgood  
Notary Public for Idaho  
Residing at Nampa, Idaho

709481

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*Deanna Hillerton*

RECORDED

AT THE REQUEST OF

V. L. Sactjen

IN

OF None

FOR 9.00

*V. L. Sactjen*

*et ux*

*P 15 1/2*

*Filed*

*Notaristic Comments by  
Miss Gene Sulstman*

*13-58*

738360

RESTRICTIVE COVENANTS  
OF  
THE ENTIRE HILL CREEK SUBDIVISION  
TO CANYON COUNTY, IDAHO

WHEREAS, on the 20th day of June, 1973, the Restrictive Covenants Of Unit One Of Hill Creek Subdivision To Canyon County, Idaho, were filed as Instrument No. 709481, records of Canyon County, Idaho, and

WHEREAS, on the 22nd day of August, 1974, the Restrictive Covenants Of Unit Two Of Hill Creek Subdivision To Canyon County, Idaho, were filed as Instrument No. 735172, records of Canyon County, Idaho, and

WHEREAS, the Amendment To Restrictive Covenants Of Unit Two of Hill Creek Subdivision To Canyon County, Idaho, were filed on the 21st day of October, 1974, as Instrument No. 738177.

WHEREAS, there was only one plat filed concerning said subdivision and that was to the Entire Hill Creek Subdivision To Canyon County, Idaho, and the same was not broken down into any Unit One or Unit Two.

That the said Restrictive Covenants Of Unit One Of Hill Creek Subdivision To Canyon County, Idaho, are not hereby amended in any manner, but the intention of this document is to extend the coverage of the Restrictive Covenants Of Unit One Of Hill Creek Subdivision To Canyon County, Idaho, as recorded in said



2.

Instrument No. 709481, to the Entire Hill Creek Subdivision To Canyon County, Idaho, without exception.

That the said Restrictive Covenants Of Unit One Of Hill Creek Subdivision To Canyon County, Idaho, as set forth in Instrument No. 709481, are by reference thereto made a part hereof as though set forth in full herein.

That therefore the Restrictive Covenants Of Unit Two Of Hill Creek Subdivision To Canyon County, Idaho, as previously recorded, and the Amendment To Restrictive Covenants Of Unit Two Of Hill Creek Subdivision To Canyon County, Idaho, as recorded there, are to be set at naught and cancelled.

Since the only change contemplated by this document is in effect an amendment of the Restrictive Covenants of Unit Two Of Hill Creek Subdivision To Canyon County, Idaho, this document is being signed by the owners of the said real property set forth in the Restrictive Covenants Of Unit Two Of Hill Creek Subdivision To Canyon County, Idaho, and its Amendment; V. L. Sachtjen and Evelyn M. Sachtjen, husband and wife, Route 6, Nampa, Idaho.

It is mutually understood and agreed that this agreement shall bind the heirs, executors, administrators and personal representatives and assigns of the respective parties hereto.

\_\_\_\_\_  
V. L. Sachtjen


\_\_\_\_\_  
Evelyn M. Sachtjen



STATE OF IDAHO )  
 : ss.  
COUNTY OF CANYON )

On this 24 day of October, 1974, before me, the undersigned, a notary public in and for said State, personally appeared V. L. SACTJEN and EVELYN M. SACTJEN, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and 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 in this certificate first above written.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Nampa, Idaho

My Commission Expires September 2, 1975

(SEAL)



This document provided courtesy of TitleOne

738360

FILED

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WALTER I  
CANYON COUNTY RE

*Hilda Stewart*

U.S. Sachtjen

misc  
3.00

U.S. Sachtjen  
It us  
to  
Public

Rest. Cove,  
Entire Hill Creek  
Sub.

files



INSTRUMENT NO 745 001

AMENDMENT OF RESTRICTIVE COVENANTS  
OF THE  
ENTIRE HILL CREEK SUBDIVISION TO  
CANYON COUNTY, IDAHO

WHEREAS, on the 20th day of June, 1973, the Restrictive Covenants of Unit One of Hill Creek Subdivision to Canyon County, Idaho, were filed as Instrument No. 709481, records of Canyon County, Idaho, and

WHEREAS, on the 22nd day of August, 1974, the Restrictive Covenants of Unit Two of Hill Creek Subdivision to Canyon County, Idaho, were filed as Instrument No. 735172, records of Canyon County, Idaho, and

WHEREAS, the Amendment to Restrictive Covenants of Unit Two of Hill Creek Subdivision to Canyon County, Idaho, were filed on the 21st day of October, 1974, as Instrument No. 738177, records of Canyon County, Idaho, and

WHEREAS, Restrictive Covenants of the Entire Hill Creek Subdivision to Canyon County, Idaho, were filed on the 24th day of October, 1974, as Instrument No. 738360, records of Canyon County, Idaho, and

WHEREAS, the parties hereto are the owners of two-thirds of the lots in the entire said Hill Creek Subdivision to Canyon County, Idaho, and have the authority to amend the restrictive covenants of the entire Hill Creek Subdivision to Canyon County, Idaho, and in this instrument are so doing in writing;

NOW THEREFORE, Paragraph B-3., of what now constitutes all of the Restrictive Covenants, as amended, of the entire Hill Creek Subdivision to Canyon County, Idaho, is hereby amended, so that the said Paragraph B-3., does read in its entirety as follows:

"B-3. Dwelling Cost, Quality and Size. No dwelling





2.

shall be permitted on any lot at a cost of less than \$18,000.00, including the cost of the house, foundation, well and sewer system, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein, for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than the minimum requirements required from time to time by the Farmers Home Administration, a subdivision of the government of the United States of America, according to its minimum standards for mortgage loan financing, but in no event shall be less than 1,050 square feet; but this square footage requirement shall apply only to Lots 21 through 36, both inclusive, in Block 1, all of Block 2, Lots 1 through 8, both inclusive, in Block 3, and all of Block 4, of said subdivision; as to all other lots in the said subdivision, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling. A two-story dwelling shall have a minimum total square footage of 1,800 square feet, but not less than 900 square feet on the ground floor, exclusive of one-story open porches and garages."

All other terms and conditions of the restrictive covenants, as amended, of the Entire Hill Creek Subdivision to Canyon County, Idaho, not inconsistent herewith, shall remain in full force and effect.

It is further understood and agreed that this agreement shall bind the heirs, executors, administrators, personal



3.

representatives, successors and assigns of the respective parties hereto.

The officers of the corporate party to this agreement hereby certify that they are signing the same on behalf of said corporation, pursuant to a resolution of the Board of Directors of said corporation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 30 day of January, 1975.

V. L. Sachtjen  
V. L. Sachtjen

Evelyn M. Sachtjen  
Evelyn M. Sachtjen

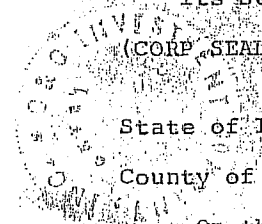
C & G INVESTMENT COMPANY, INC.

By [Signature]  
Its President



Attest:

[Signature]  
Its Secretary



(CORP. SEAL)

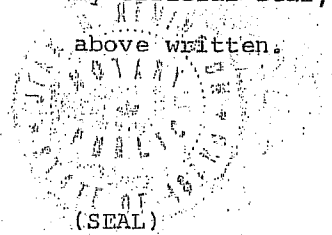
State of Idaho )  
: ss  
County of Canyon )

On this 30th day of JANUARY, 1975, before me, the undersigned, a notary public in and for said State, personally appeared V. L. SACTJEN and EVELYN M. SACTJEN, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.



4.

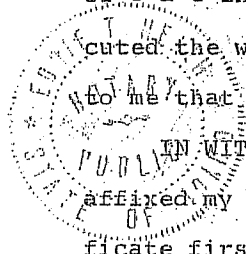
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



James M. Remington  
Notary Public for Idaho  
Residence: Nampa, Idaho

State of Idaho )  
County of Terrell ) ss

On this 30 day of January, 1975, before me, the undersigned, a notary public in and for said State, personally appeared WESTON L. CAYFORD and BERNARD F. GRATTON, known to me to be the president and secretary, respectively, of C & G Investment Company, Inc., the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.



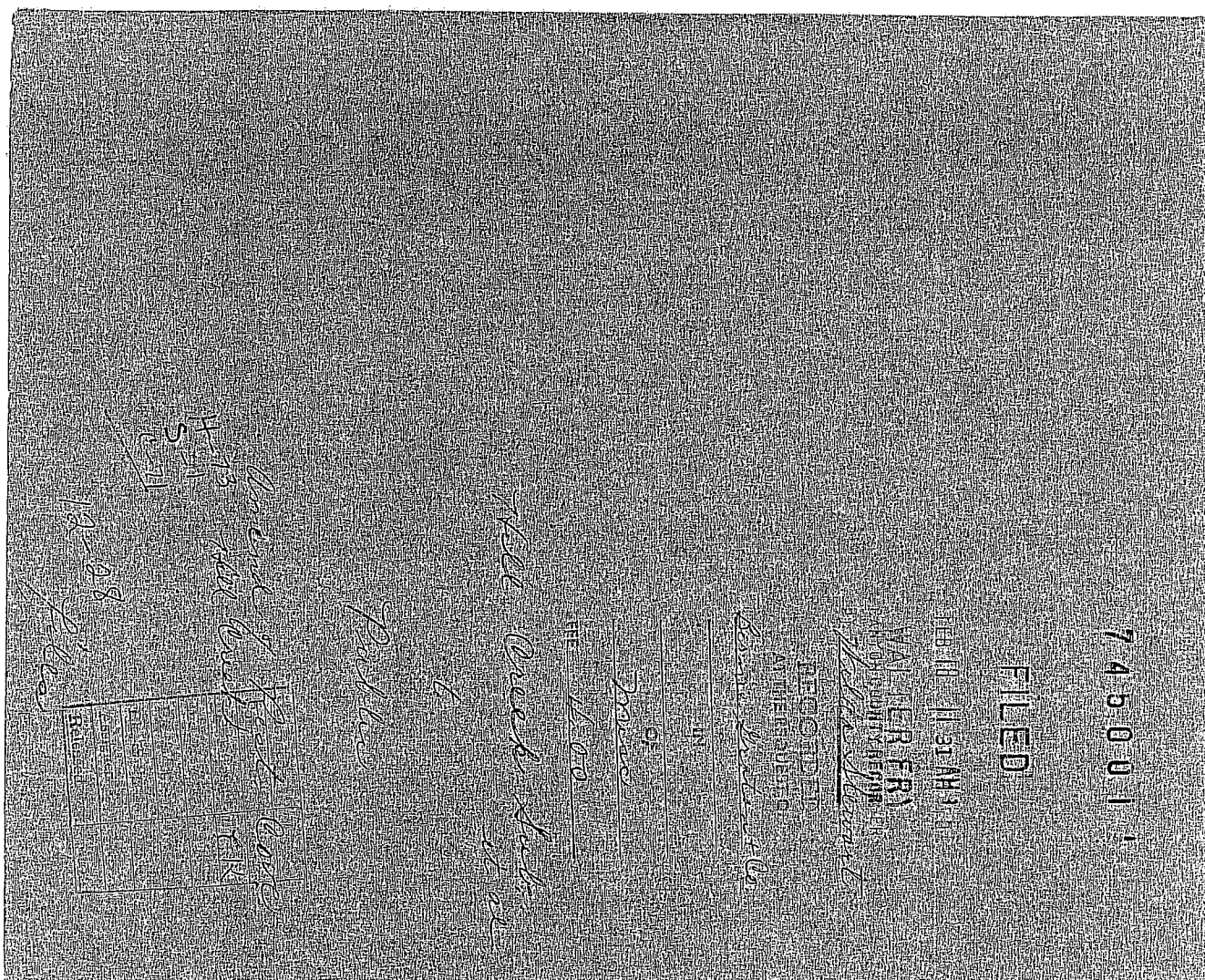
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Edith J. Stewart  
Notary Public for Idaho  
Residence: Emmets, Idaho

(SEAL)



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MAI TER FRY  
MORTGAGE DEPARTMENT

RECORDING  
AMERICAN  
ASSOCIATION

IN  
OF

THE STATE OF

ALL OVER THE

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HILL CREEK SUBDIVISION  
CANYON COUNTY, IDAHO

WHEREAS, on the 20th day of June, 1973, the Restrictive Covenants of Hill Creek Subdivision to Canyon County, Idaho, were filed as Instrument No. 709481, records of Canyon County, Idaho.

Part C. of this document provides for an Architectural Control Committee. C-1 states that at any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

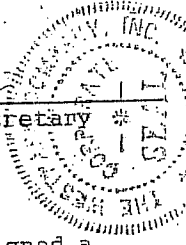
WHEREAS, The Westpark Company Inc. is the owner of lots 1 through 8 both inclusive and lots 15 through 21, both inclusive, all in Block 2; and lots 30 through 38, both inclusive, all in Block 1; and lots 1 through 8, both inclusive, all in Block 3; and lots 1 through 8, both inclusive, all in Block 4, all in HILL CREEK SUBDIVISION. These 40 lots are a majority of the lots in the said subdivision. The Westpark Company Inc. hereby reestablishes the Architectural Control Committee of the Hill Creek Subdivision. The committee shall consist of Gregory B. Johnson, Heidi M. Johnson and Betty Holton, until all lots owned by The Westpark Company are sold. The committee will be elected as provided for in the original covenants from that time forward. The committee is restored to any of its powers and duties given it in the original covenants. Written approval must be given prior to construction of any building, fence or remodel. The said committee shall have sole discretion to determine what shall be substantial compliance with said covenants.

IN WITNESS WHEREOF, THE UNDERSIGNED, being the owner of a majority of the lots in said subdivision has hereunto set its hand and seal this 23 day of JAN, 1991.

THE WESTPARK COMPANY INC.

Gregory B. Johnson  
Gregory B. Johnson, President

Heidi M. Johnson  
Heidi M. Johnson, Secretary



STATE OF IDAHO )  
                          ) SS

COUNTY OF ADA

On this 23 day of JAN, 1991, before me, the undersigned a Notary Public in and for said state, personally appeared Gregory B. Johnson, and Heidi M. Johnson, known to me to be the President and Secretary, of THE WESTPARK COMPANY, INC., that executed within instrument and acknowledged to me that such corporation executed the same.

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

[Signature]  
Notary Public for Idaho  
Residing at Boise, Idaho  
Commission Expires 10-3-91

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