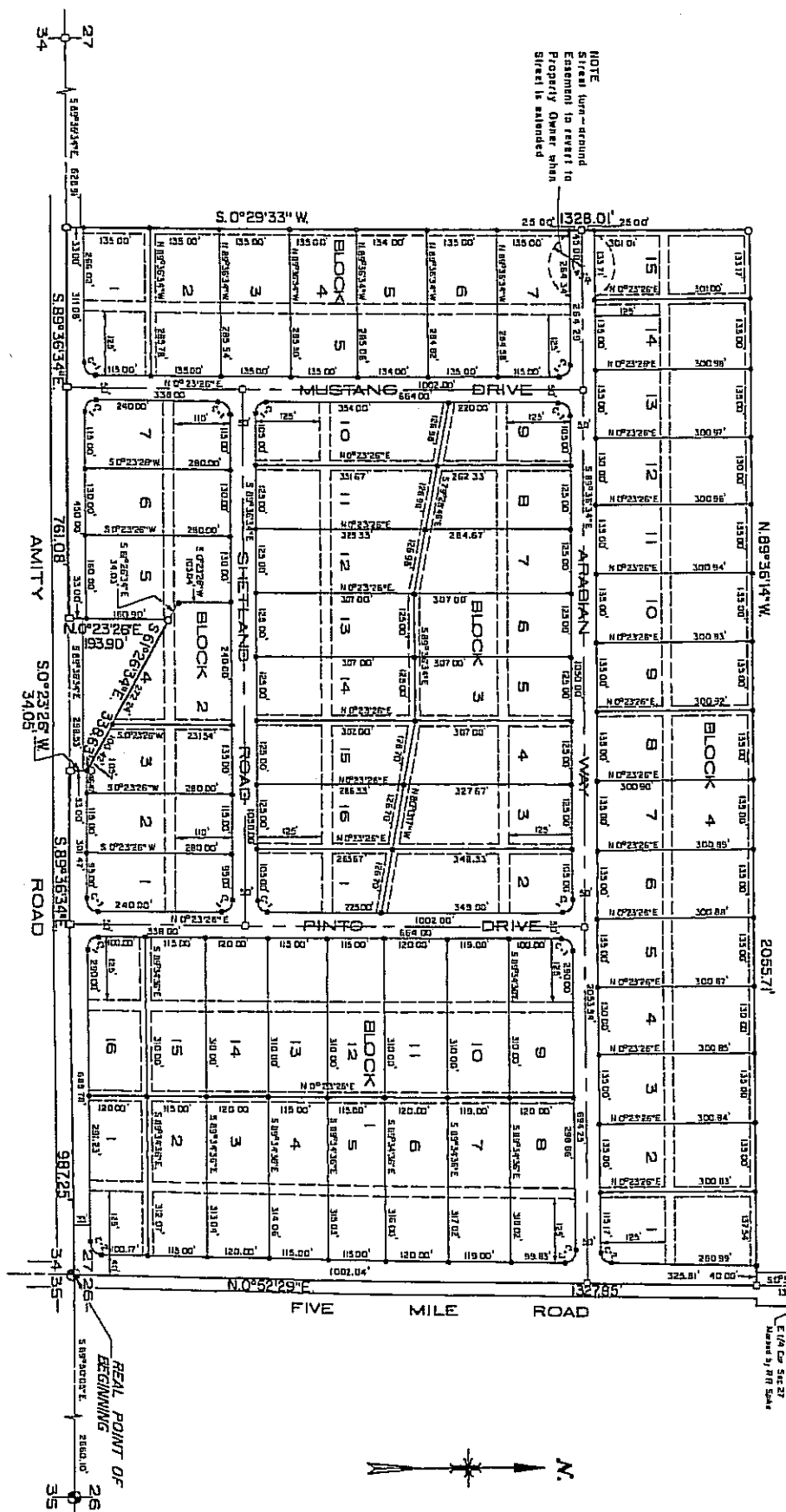


# PLAT SHOWING FIVE MILE ESTATES WEST SUBDIVISION

A PORTION OF THE  
S/2 SE 1/4 SECTION 27, T.3N., R.1E., B.M.  
ADA COUNTY, IDAHO  
1972



NOTE  
Street turn-around  
Easement to revert to  
Property Owner when  
Street is widened

### LEGEND

- Brass Cap
- 5/8" x 30" Iron Pin
- 1/2" x 24" Iron Pin
- Public Utilities, Drainage, and Irrigation Easement 10' Wide from Property Line where not Dimensioned.
- Public Utilities Easement 20' Wide.

CURVE	RADIUS	Δ	TANG	LENGTH	CHORD	CH	BEAR
C-1	20.00'	90° 00' 00"	20.00'	31.42'	20.00'	N 45° 37' 00" E	
C-2	20.00'	90° 00' 00"	19.83'	29.16'	N 46° 37' 00" E		
C-3	20.00'	90° 00' 00"	31.38'	28.40'	S 44° 22' 00" E		



NOTE  
All Lot Frontages and Side Lot Lines have a 5' Wide Public Utilities, Drainage, and Irrigation Easement that has been Recorded in the Restrictive Covenants

J-U-B ENGINEERS, INC.  
Engineers  
Boise Idaho

B-26 P. 1/14

27126  
27126

111 11 11  
1614

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FIVE MILE ESTATES WEST SUBDIVISION

Dated:

Recorded: January 19, 1972

Instrument No. 794437

KNOW ALL MEN BY THESE PRESENTS:

The undersigned WAYNE R. MITCHELL, ELSIE MITCHELL, OWEN A. LABRUM and EVELYN P. LABRUM, as individual parties; and GREEN ACRE PROPERTIES, INC. an Idaho Corporation, all as Grantors do hereby certify and declare:

1. Grantor is the owner in fee simple of the following described real property situate in Ada County, Idaho, to-wit:

SEE SCHEDULE "A" ATTACHED

The described property has been subdivided and is known as "Five Mile Estates West Subdivision" as described on the official plat on file in the office of the Ada County Recorder, Ada County, State of Idaho, as shown by Book 26 of plats at pages 1614 and 1615.

2. All of the real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any number or designated plat or by any number or designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance, the grantee or grantees and their heirs, executors, administrators, successors and assigns, covenant with the undersigned, its successors and assigns, and with each other as to the property described as follows:

a. LAND USE: All of the lots in said subdivision shall be known and described as residential lots, and said lots or any part thereon, shall not be used for commercial purposes, but the use of said lots shall be limited and restricted to single family dwellings which shall not exceed two stories in height and an attached, semi-detached private garage or carport for not more than four cars, or vehicles, including boats and camper trailers and other outbuildings incidental to a suburban acreage residential use as contemplated by the Ada County Subdivision ordinance.

b. BUILDING LOCATION: No building shall be located on any lot nearer than 40 feet from the front lot or street line or nearer than 20 feet to any interior side lot line or nearer than 40 feet to any side street line, each distance respectively, measured at the closest point of said structure to said front, street or side lot line.

(continued)

As an appurtenance to any dwelling house, a private garage, garden house, structure for the housing of small domestic animals or barn for the purpose of housing not more than two horses, or two cows, architecturally in harmony, therewith and of permanent construction may be erected within the building limits herein set forth. Where a garage or other appurtenant structure is not part of the dwelling house, no portion of the garage or other structure shall be nearer the front or street line than the rear line of the house. No barn, loafing shed or other building for housing or care of animals, shall be placed within 100 feet of any residence building or individual domestic well.

For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the buildings or structure.

c. BUILDING SIZE: No dwelling costing less than \$22,000.00 based upon cost levels prevailing on the date this Declaration is recorded, shall be erected or placed on any building site and the floor area of the main structure, exclusive of one-story open porches, terraces and garages, shall not be less than 1,300 square feet for a one story dwelling, nor less than 2,400 square feet for a one and one-half or two story dwelling. Each building site shall have a minimum 20' wide carport or garage.

d. BUILDING MATERIALS: All buildings erected upon any building site in this subdivision shall be of stone, brick, frame, concrete or pumice block construction and, if other than brick or stone is used, such building, shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

e. WORK PERSECUTION: The construction of all dwellings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including exterior painting, within eight months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the grantee.

f. TEMPORARY STRUCTURES: No structures of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any lot at one time as a residence, either temporarily or permanently.

g. MOVED BUILDINGS: No building shall be moved onto any building site unless specific permission and approval of plans and specifications is obtained in writing from grantors.

h. ANIMALS: No lot or portion thereof shall be used for the

(continued)

keeping or pasturing of goats, sheep or swine. Dogs, cats, poultry or other household pets and a maximum of two horses or two cows may be kept, provided that no animals or poultry are kept, bred or maintained for any commercial purpose.

i. FENCES: No fence, hedge or boundary wall situated anywhere upon a building site shall have a height greater than six feet above the fenced, graded surface of the ground upon which such fence, hedge or wall is situated. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all building sites of this subdivision. All wooden fences shall be constructed in a substantial manner, and shall be painted an attractive color and be maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

j. EXCAVATION: No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary and contemplated in the plans in connection with the erection of a building site except as a part of an excavation in connection with the construction of a building thereon.

k. WATER: The Grantors are under no obligation to deliver domestic or irrigation water to any lot or building site in this subdivision. Provided however, each lot owner may avail himself to the irrigation water for those lots that are within the existing irrigation districts, subject to the payment of any and all dues and assessments for the use of said irrigation water. Additional irrigation laterals may only be constructed in the 5' easement area that is provided along each lot line. Where it is necessary for a lot owner to obtain water over and across another lot owner's property to serve his property, it shall be his responsibility to construct and maintain the necessary irrigation lateral through the easement area only, as herein provided and as well as shown on the recorded plat, across other lot owners property.

It is contemplated that domestic water for use in any building erected upon a building site shall be supplied by the Grantee and originate 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 sewerage disposal facilities and shall comply in all respects with regulations and health standards of the Ada County Health Department.

l. SEWAGE DISPOSAL: All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe with a private

(continued)

septic tank, placed at a depth and made of a type construction approved by the Ada County and the State of Idaho Health authorities.

Drainage from said septic tank shall be kept within the building limits of each building site. Approval of all sewage-disposal systems installed shall be obtained from the cognizant health authority and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

m. REFUSE AND DUMPING: No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall be deposited only in sanitary containers meeting the requirements of the sanitation ordinances of the County of Ada, State of Idaho, and the regulations of the State of Idaho Health authorities. All incinerators, if permitted by those sanitation ordinances or regulations, or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary or clean condition. No machinery, appliances or unsightly material shall be stored upon a building site until a Grantee is ready and able to commence the construction with respect to which such building material will be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

n. DRIVEWAYS: Any driveway constructed on any of said lots shall have a pipe thereunder at least 8 inches in diameter, near the street line of said properties and at any point where said driveway crosses any ditch or pipe used for the conveyance of irrigation water, said pipes being for the purposes of permitting the movement of irrigation water, and for the purposes of drainage. The pipes herein referred to may consist of tile, concrete, iron, or steel, or any other substance of permanent nature. All pipe installations made within a dedicated right of way shall be made only after plans therefor shall have been submitted to and a permit granting approval thereof shall have been issued by the Ada County Road Supervisor, with respect to the adequacy of such installations for drainage purposes.

o. RESUBDIVISION: In order to better carry out and preserve the intentions of the Grantors to make this subdivision, strictly one of suburban acres, it is agreed that in the event of further subdividing into smaller lots or tracts, no lot or tract shall be sold or offered for sale containing less than one-half acre and in consideration of the approval of said plat in accordance with suburban standard applicable to Ada-County subdivisions. The plat of this subdivision shall not be amended by re-subdivisions or by metes and bounds descriptions without

prior approval of the Ada County Zoning Commission. Any proposed re-subdivision of this plat must comply with the Ada County standards for subdivisions in force as of the date of such proposed resubdivision.

p. SIGNS: No signs or billboards of any kind or for any use shall be erected, posted or displayed upon any building site. The name of a resident of a dwelling house upon a building site may be displayed upon a name or address plaque. The Grantor reserved the right to display signs upon lots or building sites remaining in the ownership of the Grantor during the period that those building sites are for sale by the Grantor or its agents.

q. NUISANCES: No portion of the real property or a building site or any structure thereon shall be used for the conduct of any trade or business or professional activities, and noxious or undesirable act or undesirable use of any portion of the real property shall not be permitted or maintained.

### 3. QUALITY OF CONTRACTION AND DESIGN OF BUILDINGS

All building erected on any lot shall be of good quality and shall be constructed in a good and workmanship manner out of new materials. The design of the structures shall be compatible and in keeping with the area in order that the development and construction of the buildings will enhance the area to the advantage of all of the owners.

### 4. ARCHITECTURAL CONTROL COMMITTEE

a. MEMBERSHIP: The Architectural Control Committee is composed of Thornton Stearns, Earl Grossaint and DeWayne Bills, 3201 Airport Way, Suite 227, Boise, Idaho. 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 representatives 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.

b. 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 30 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

(continued)

related covenants shall be deemed to have been fully complied with.

5. EASEMENTS

Easements for installation and maintenance of utilities, irrigation and drainage facilities five feet in width are reserved along all lot lines, in addition to those easements that are shown on the recorded plat. Within these easements no structure, planting or other materials 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 water through drainage 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.

6. TERM

These Protective Restrictions and Covenants shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 1990, at which time said Protective Restrictions and Covenants shall be automatically extended for successive periods of ten years unless the owner or owners of the legal title to not less than two-thirds of the platted residence tracts or platted lots, by any instrument or instruments in writing, duly signed and acknowledged by them, shall then, terminate or amend said Protective Restrictions and Covenants, and such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper reference by volume and page numbers to the record of the plat and the record of this Deed in which these Protective Restrictions and Covenants are set forth and all amendments hereof.

7. AMENDMENTS

These Protective Restrictions and Covenants may be amended from time to time with respect to any part or portion, prior to January 1, 1990, providing at least 3/4's of the property owners, as of the date of said amendment, execute such amendment duly made and reduced to writing as provided in paragraph 8, herein, and providing such proposed amendments shall have been first approved in writing by the Ada County Zoning Commission.

(continued)

8. VIOLATIONS

The parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots on said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and either to prevent him or them from so doing or to recover damages or other relief for such violations.

The validation 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.

IN WITNESS WHEREOF, the undersigned individual parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ : and the said Corporation has hereunto caused its corporate seal affixed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ .

SCHEDULE A

That portion of the South 1/2 of the Southeast 1/4 of Section 27, Township 3 North, Range 1 East, Boise Meridian, described as follows:

Commencing at the corner common to Sections 26, 27, 34 and 35, in Township 3 North, Range 1 East, B.M.;

Thence North 0°52'29" East along the East Section line of Section 27, at distance of 1327.85 feet to a point;

Thence North 89°36'14" West a distance of 2055.71 feet to a point;

Thence South 0°29'33" West a distance of 1328.01 feet to a point on the South line of Section 27, Township 3 North, Range 1 East, B.M.;

Thence South 59°36'34" East along the South line of Section 27 a distance of 761.08 feet to a point;

Thence North 0°23'26" East a distance of 193.90 feet to a point;

Thence South 61°26'34" East a distance of 338.63 feet to a point;

Thence South 0°23'26" West a distance of 34.05 feet to a point on the South line of Section 27, Township 3 North, Range 1 East, B.M.;

Thence South 89°36'34" East a distance of 987.25 feet to the real point of beginning.

# MASTER FIVE MILE ESTATES WEST NO. 4 SUBDIVISION

SHEET 1 OF 2

Situated in the East half, Section 27, Township 3 North,  
Range 1 East, Boise Meridian, Ada County, Idaho.

SCALE

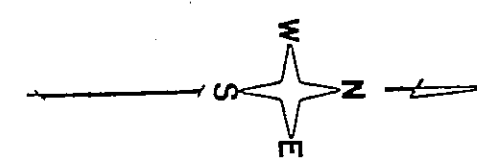


TABLE OF CURVE DATA

Station	Radius	Chords	Tangent Length	Chord Dist	Dist
1	20.00	32.31	31.17	28.40	144.1-21.153 W
2	20.00	32.31	31.17	28.40	5.45-30.225 W
3	20.00	32.31	31.17	28.40	11.44-32.18 W
4	20.00	32.31	31.17	28.40	17.44-32.18 W
5	20.00	32.31	31.17	28.40	23.44-32.18 W
6	20.00	32.31	31.17	28.40	29.44-32.18 W
7	20.00	32.31	31.17	28.40	35.44-32.18 W
8	20.00	32.31	31.17	28.40	41.44-32.18 W
9	20.00	32.31	31.17	28.40	47.44-32.18 W
10	20.00	32.31	31.17	28.40	53.44-32.18 W
11	20.00	32.31	31.17	28.40	59.44-32.18 W
12	20.00	32.31	31.17	28.40	65.44-32.18 W
13	20.00	32.31	31.17	28.40	71.44-32.18 W
14	20.00	32.31	31.17	28.40	77.44-32.18 W
15	20.00	32.31	31.17	28.40	83.44-32.18 W
16	20.00	32.31	31.17	28.40	89.44-32.18 W
17	20.00	32.31	31.17	28.40	95.44-32.18 W
18	20.00	32.31	31.17	28.40	101.44-32.18 W
19	20.00	32.31	31.17	28.40	107.44-32.18 W
20	20.00	32.31	31.17	28.40	113.44-32.18 W
21	20.00	32.31	31.17	28.40	119.44-32.18 W
22	20.00	32.31	31.17	28.40	125.44-32.18 W
23	20.00	32.31	31.17	28.40	131.44-32.18 W
24	20.00	32.31	31.17	28.40	137.44-32.18 W
25	20.00	32.31	31.17	28.40	143.44-32.18 W
26	20.00	32.31	31.17	28.40	149.44-32.18 W
27	20.00	32.31	31.17	28.40	155.44-32.18 W
28	20.00	32.31	31.17	28.40	161.44-32.18 W
29	20.00	32.31	31.17	28.40	167.44-32.18 W
30	20.00	32.31	31.17	28.40	173.44-32.18 W
31	20.00	32.31	31.17	28.40	179.44-32.18 W
32	20.00	32.31	31.17	28.40	185.44-32.18 W
33	20.00	32.31	31.17	28.40	191.44-32.18 W
34	20.00	32.31	31.17	28.40	197.44-32.18 W
35	20.00	32.31	31.17	28.40	203.44-32.18 W



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180  
2021  
2022  
2023

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS

Dated: 2-25-74 FIVE MILE ESTATES WEST NO. 4 SUBDIVISION  
Recorded: 4-25-74

KNOW ALL MEN BY THESE PRESENTS

GREEN ACRE PROPERTIES, INC., an Idaho corporation organized and existing under the laws of the State of Idaho and duly qualified to do business in the State of Idaho and JUSTO ERDOISA, a single man, and MEADA MARIE STARR, Personal Representative of the Estate of William Roy Heater, deceased all as Grantor do hereby certify that they are the owners of a certain tract of land to be known as Five Mile Estates West No. 4 Subdivision described as follows:

A tract of land situated in the East-half Section 27, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Beginning at the East  $\frac{1}{4}$  Corner Section 27, being the Real Point of Beginning,

thence South  $0^{\circ}52'29''$  West along the East line of said Section 27 767.84 feet;

thence North  $89^{\circ}36'14''$  West 1011.68 feet;

thence continuing North  $89^{\circ}36'14''$  West 360.00 feet;

thence North  $54^{\circ}36'43''$  West 122.07 feet;

thence North  $0^{\circ}23'46''$  East 75.00 feet;

thence North  $89^{\circ}36'14''$  West 100.00 feet;

thence South  $0^{\circ}23'46''$  West 100.00 feet;

thence North  $89^{\circ}36'14''$  West 93.00 feet;

thence South  $63^{\circ}49'52''$  West 55.90 feet;

thence North  $89^{\circ}36'14''$  West 360.00 feet;

thence North  $0^{\circ}23'46''$  East 790.00 feet;

thence North  $75^{\circ}39'09''$  East 196.47 feet;

thence North  $65^{\circ}00'$  East 334.17 feet;

thence South  $32^{\circ}00'$  East 324.21 feet;

thence South  $70^{\circ}00'$  East 270.00 feet;

thence North 68°18'39" East 129.65 feet;

thence North 45°00' East 570.00 feet;

thence South 67°18' East 206.99 feet;

thence South 89°36'14" East 449.55 feet to a point on the East line of said Section 27.

thence South 0°24'53" West along said East line of Section 27 247.18 feet to the Real Point of Beginning. The above described tract of land contains 41.899 acres of which the East 40.00 feet is Ada County Road right-of-way.

The above described real property has been subdivided and is known as "Five Mile Estates West No. 4 Subdivision" as described on the official plat on file in the office of the Ada County Recorder, Ada County, State of Idaho, as shown by Book 33 of Plats at Pages 2021, 2022 and 2023.

ARTICLE I  
PROPERTY USE RESTRICTIONS

All of the above described real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any number or designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance, the grantee or grantees and their heirs, executors, administrators, successors and assigns, covenant with the undersigned, its successors and assigns, and with each other as to the property above described the following:

Section 1. Land Use. All of the lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof, shall not be used for commercial purposes, but the use of said lots shall be limited and restricted to single family dwellings which shall not exceed two stories in height and an attached or semi-detached private garage for not more than four cars or vehicles including boats and camper trailers, and other outbuildings incidental to a suburban residential use as contemplated by the Ada County Zoning and subdivision ordinances.

Section 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 structure, and as to location with respect to topography, finish grade elevations, and minimum building setback lines. No fence or wall greater in height than three feet shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved.

(a) Architectural Control Committee:

The Architectural Control Committee is composed of DeWayne A. Bills, Earl T. Crossaint and Thornton B. Stearns, 20 South Cole Road, Boise, Idaho. 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 declaration. 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 to restore to it any of its powers and duties.

(b) 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 30 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.

Section 3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost less than \$28,500.00 including lot cost based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than 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 1400 square feet for a one-story dwelling, nor less than 2,000 square feet for a one and one-half story dwelling or two-story dwelling. Each building site shall have a garage capable of providing shelter for at least two automobiles.

Section 4. Building Location.

(a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line.

(b) No building shall be located nearer than 10 feet to any interior side lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear line.

(c) For the purpose of the Declaration, eaves, steps, open porches and bays shall be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(d) As an appurtenance to a dwelling, a private garage, a garden house or a structure for the housing of small domestic animals may be erected within the limits herein set forth, provided the appurtenance is of permanent construction and architecturally in harmony with the dwelling. Where a garage or other accessory building is not part of the dwelling house, no portion of the garage or other structure shall be nearer the front or street line than the rear line of the dwelling.

Section 5. Building Materials. All buildings erected within this subdivision shall be of stone, brick, frame, concrete or pumice block construction and, if other than brick or stone are used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

Section 6. Work Prosecution. The construction of all dwellings and outbuildings shall be prosecuted diligently and continuously from the time of commencement thereof and same shall be completed, including exterior painting, within eight months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the grantee.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently.

Section 8. Moved Buildings. No building shall be moved onto any building site unless specific permission and approval of plans, specifications and location is obtained in writing from the Architectural Control Committee.

Section 9. 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.

Section 10. Animals. No lot or portion thereof shall be used for the keeping or pasturing of goats, sheep or swine. Dogs, cats and other household pets may be kept, provided that no animals or poultry are kept, bred or maintained for any commercial purpose. The keeping of horses and cows shall be according to the provisions of the Ada County Zoning Ordinance.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any lot except that the name of a resident of a dwelling upon a lot may be displayed on a sign of not more than one square foot in area. The Grantor reserves the right to display signs upon lots advertising the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period.

Section 12. Fences. No fence, hedge or boundary wall situated on a lot shall have a height greater than six feet above the graded surface of the ground around which such fence, hedge or wall is situated. The construction or maintenance of spite fences or spite trees or shrubs shall

be prohibited upon all lots in this subdivision. All wooden fences shall be constructed in a substantial manner, and shall be painted an attractive color and be maintained in good repair so as to be inoffensive to any other property owners in said subdivision. No barbed wire fences shall be constructed within the subdivision. Fences greater in height than three feet shall not be placed nearer to a front street line than a dwelling unless the plans for said fence have been approved by the Architectural Control Committee as provided in Section 2 above.

Section 13. 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 excavation 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.

Section 14. Domestic Water. The Grantor will provide a system for the delivery of domestic water to each lot in the subdivision at the point where the water meter is located at the property line and each lot owner shall connect to this water system at this point.

Section 15. Irrigation Water. The Grantor will provide a system of ditches or pipes for the delivery of irrigation water to each lot in this subdivision and each lot owner may avail himself of the irrigation water according to the rules, regulations and fee schedule of the Nampa-Meridian Irrigation District, the Boise Project Board of Control, and the Water Users' Association. Nothing contained herein shall constitute any warranty, either expressed or implied, that the Grantor shall have any responsibility beyond the construction of the delivery system.

Section 16. Formation of Water Users' Association. In order to provide the most equitable, uniform and orderly distribution of irrigation water to the lots in this subdivision, at such time as there shall be three or more individual owners of lots in this subdivision, there shall be formed the Five Mile Estates West No. 4 Subdivision Water Users' Association, pursuant to Title 42, Chapter 13, Idaho Code Annotated. Thereafter, the ownership of each lot in this subdivision shall carry with it automatic membership in said Water Users' Association.

Section 17. Sewage Disposal. All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe with a private sewage disposal system placed and constructed in accordance with the regulations of the governing health authority.

Drainage from said private sewage disposal system shall be kept within the building limits of each lot. No sewage disposal system will be placed within Lot 18 of Block 1 nearer than 50 feet to adjoining Lot 17. Approval of all sewage disposal systems installed shall be obtained from the governing health authority and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

At the time that a central sewage collection and treatment system is constructed, each lot owner shall connect his bathroom, sink and toilet facilities by underground pipes with such system.

Section 18. Garbage and Refuse Disposal. No lot included within this subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall be deposited only in sanitary containers meeting the requirements of the sanitation ordinances of the County of Ada, State of Idaho, and the regulations of the State of Idaho Health Authorities. All incinerators, if permitted by those sanitation ordinances or regulations, or other receptacles or storage for such trash garbage, etc., shall at all times be maintained in a sanitary condition. No machinery, appliances or unsightly material shall be stored upon a lot until a Grantee is ready and able to commence the construction with respect to which such building material will be used, and then such building material shall be placed within the property lines of such lot upon which the structure is to be erected.

Section 19. Driveways. Any driveway constructed on any lot in this subdivision shall be of concrete or asphalt and shall be connected to the concrete curb at the edge of the street in a manner that it will not disturb the drainage pattern created by the street and curb section.

Section 20. Sidewalks. To preserve the aesthetic quality and living style intended by the Grantor, standard concrete sidewalks four feet in width shall be placed adjacent to the back of the curb for the full amount of frontage which a lot has on one or more streets prior to the time the dwelling is occupied. In order to avoid unnecessary breakage, the sidewalk shall not be placed by the Grantee or his builder until the dwelling is completed.

## ARTICLE II EASEMENTS

Easements for installation and maintenance of utilities, irrigation and drainage facilities five feet in width are reserved along all lot lines, in addition to those easements that are shown on the recorded plat. Within these easements no structure, planting or other materials 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 or impede the flow of water through drainage channels in the easements. The easement area of each lot and all improvement 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.

ARTICLE III  
GENERAL PROVISIONS

Section 1. Term. These Protective Covenants and Restrictions shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 10, 2020, at which time said Protective Covenants and Restrictions shall be automatically extended for successive periods of ten years unless the owner or owners of the legal title to not less than one-half of the platted lots, by any instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said Protective Covenants and Restrictions, and such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper reference by volume and page numbers to the record of this Deed in which these Protective Covenants and Restrictions are set forth and all amendments of hereof.

Section 2. Amendments. These Protective Covenants and Restrictions may be amended from time to time with respect to any part or portion providing the owners of at least one-half of the platted lots, as of the date of said amendments, execute such amendment duly made and reduced to writing as provided in Article III, Section 1, herein.

Section 3. Violations: Should the Grantees, their heirs, personal representatives, successors or assigns, violate or attempt to violate any of the covenants or restrictions set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots on said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and either to prevent him or them from so doing or to recover damages or other relief for such violations.

The 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.

IN WITNESS WHEREOF, the undersigned individual and personal representative have hereunto subscribed their names this 25th day of February, 1974 and Green Acre Properties, Inc. has hereunto caused its corporate seal to be affixed this 25th day of February, 1974.

Justo Erdoisa  
JUSTO ERDOISA

Acknowledged by the above before Thomas A. Miller M. P. for Idaho, residing in Boise Idaho.

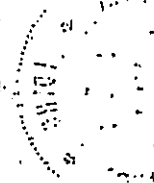
Meada Marie Starr  
MEADA MARIE STARR, Personal

Representative of the Estate of William Roy Heater, Deceased Acknowledged by the above before Nina Fulkerson, M.P. for Idaho, residing at Boise, Idaho.

ATTEST:

Shannon J. Johnson  
Shannon J. Johnson, Ass't - Secretary

GREEN ACRE PROPERTIES, INC.  
By: DeWayne A. Hills  
DeWayne A. Hills, President



STATE OF IDAHO, COUNTY OF ADA, ss.

Filed for record at the Recorder of Green Acre Properties, Inc. Acknowledged by DeWayne A. Hills and Shannon J. Johnson before Patricia Miller M. P. for Idaho, residing at Boise, Idaho, on this 26 day of April, 1974.  
CLARENCE A. PERKINS, Recorder  
By: Ben L. ... Deputy

\$7.00

302956

AMENDED  
DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
FIVE MILE ESTATES WEST NO. 4 SUBDIVISION

Dated: 9/30/74  
Recorded: 10/17/74

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, GREEN ACRE PROPERTIES, INC., an Idaho corporation as owners of that certain real property known and described as Five Mile Estates West No. 4 Subdivision, according to the official plat thereof filed for record in Book 33 of Plats at Pages 2021, 2022 and 2023 thereof, and as Grantor, did further file for record a certain Declaration of Protective Covenants and Restrictions, Five Mile Estates West No. 4 as Instrument No. 883297, and

WHEREAS, Article III, Section 2 of said Declaration of Protective Covenants and Restrictions provides that the Grantors reserve the right to change any provision of these restrictions, providing the said change is in conformance with existing zoning ordinances and/or permits granted by the jurisdictional authority, and

WHEREAS, Green Acre Properties, Inc., an Idaho corporation is as of this date the Grantor of the property known and described as Five Mile Estates West No. 4 Subdivision, as aforesaid, and as such Grantor is desirous of amending the Declaration of Protective Covenants and Restrictions in part,

NOW, THEREFORE, the said Green Acre Properties, Inc., an Idaho corporation does hereby amend Article I, Section 20, Sidewalks, of said Declaration of Protective Covenants and Restrictions to read as follows:

Section 20. Sidewalks. The Grantor will provide standard concrete sidewalks four feet in width adjacent to the back of the curb on one side of the streets in this subdivision according to the requirements of the Ada County Highway District. The Grantee and his builder will be held responsible for any and all breakage of these sidewalks which occur after placement by the Grantor.

Grantors do hereby certify and declare that the amendment stated hereinabove does supercode that specified section and that the same shall and does govern the use of said real property from this time forward as though it had been recited in full in the original Declaration of Protective Covenants and Restrictions of Five Mile Estates West No. 4 Subdivision.

IN WITNESS WHEREOF, Green Acre Properties, Inc., has hereunto caused its corporate seal affixed this 30<sup>th</sup> day of September, 1974.

GREEN ACRE PROPERTIES, INC.  
By: [Signature]  
DeWayne A. Bills, President

ATTEST:  
[Signature]  
Shannon J. Johnson, Ass't Secretary

Acknowledged by DeWayne A. Bills and Shannon J. Johnson, Pres. and Ass't Sec'y of Green Acre Properties, Inc. before Patricia K Nygaard, N.P. for Idaho, residing at Boise, Idaho.