



This document provided courtesy of TitleOne

**LEGEND**

- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF ADA COUNTY, IDAHO.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- ALL LOTS ARE HERE BY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT OVER THE TEN (10) FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE USE OF THE PUBLIC. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS TO EACH LOT.
- SUBDIVIDER WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3805 OF THE IDAHO CODE.
- A TEN (10) FOOT UTILITY EASEMENT IS LOCATED ALONG THE EXTERIOR BOUNDARY LINES.
- ALL INTERIOR LOTS HAVE A TEN (10) FOOT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT LYING FIVE (5) FEET ON EITHER SIDE OF SAID LOT LINES.
- LOT 1 AND 2 ARE RESTRICTED TO OPEN SPACE USE AS SPECIFIED BY SECTION 8-48-7E.1C OF THE ADA COUNTY CODE FOR MINIMUM PERIOD OF FIFTEEN (15) YEARS FROM THE DATE OF APPROVAL BY THE ADA COUNTY BOARD OF COUNTY COMMISSIONERS.
- VEHICULAR ACCESS ONTO WEST FLOATING FEATHER ROAD FROM LOTS 4 THROUGH 7 SHALL BE PROHIBITED.

**LEGEND**

- BOUNDARY LINE
- ⊕ FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- SET 5/8" x 30" IRON PIN w/CAP
- SET 1/2" x 24" IRON PIN

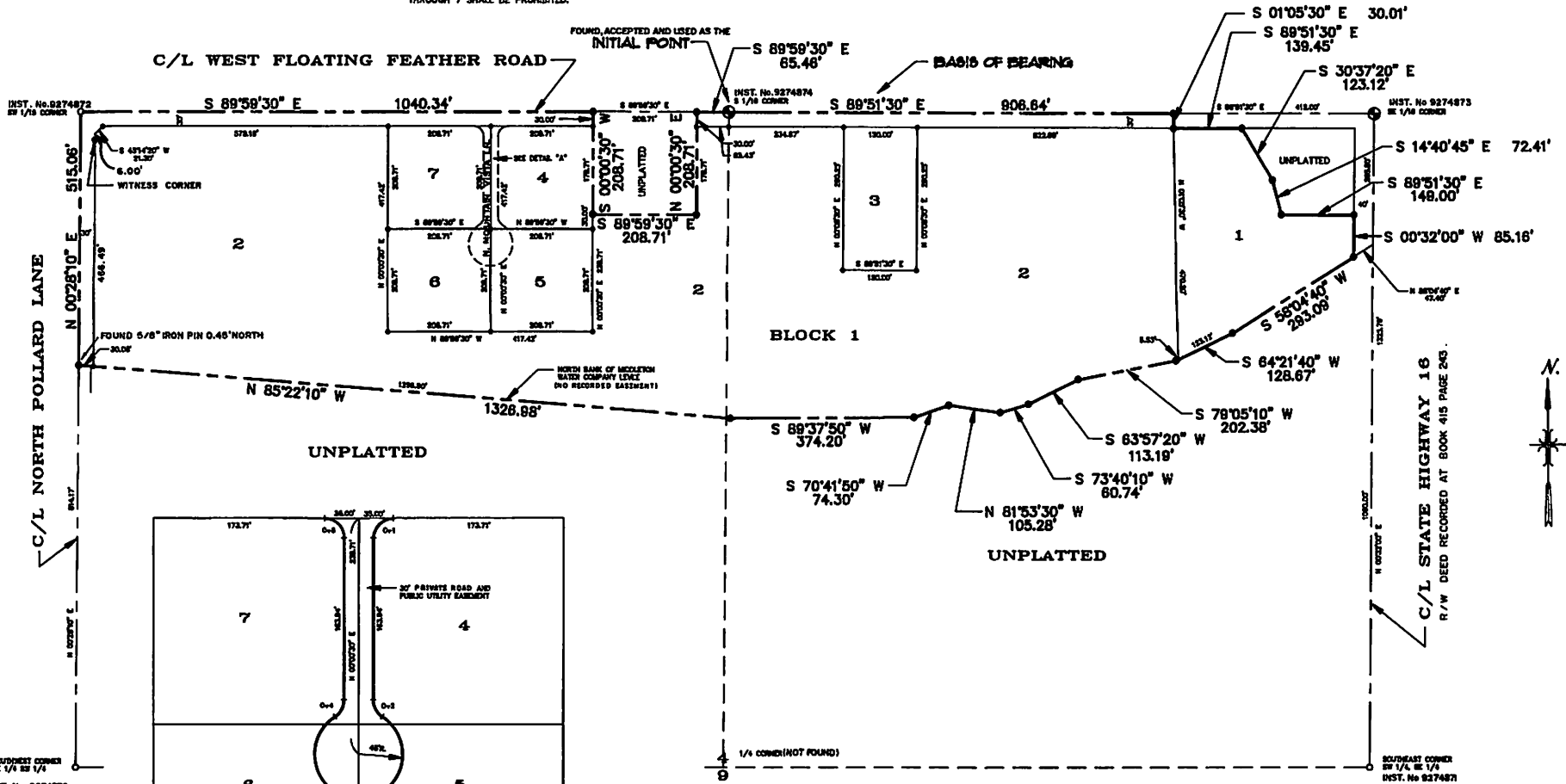
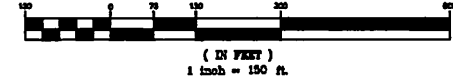
**PLAT OF  
MAGNOLIA SUBDIVISION**

PORTION OF THE SE 1/4 SW 1/4 AND THE SW 1/4 SE 1/4, SECTION 4,

T.4N, R.1W, B.M.,  
ADA COUNTY, IDAHO

1992

GRAPHIC SCALE



**DETAIL "A"**  
N.T.S.

**CURVE DATA**

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	20.00	31.42	28.28	S 45°00'30" W	90°00'00"
C-2	20.00	30.04	18.22	S 28°17'00" E	57°28'18"
C-3	20.00	23.07	13.48	S 28°17'00" E	23°30'31"
C-4	20.00	20.04	18.22	N 28°17'00" E	87°28'18"
C-5	20.00	31.42	28.28	N 44°59'30" W	90°00'00"

**TEALEY'S LAND SURVEYING**

479 MAIN ST. • 208-382-0636 • BOISE, IDAHO

Job No. 1048

Sheet 1 of 2

DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS  
MAGNOLIA SUBDIVISION

661 / 6074-5  
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Philip D Whitener & Mary JO Prather who will be referred to herein for convenience as the "Grantor" does hereby certify and declare as follows:

1. That the Grantor is the owner in fee simple of all that certain real property situate in the County of Ada State of Idaho, more particularly described as follows:

A portions of the SE 1/4 & SW 1/4, section 4,  
T.4N., R1W., B.M. ADA County, Idaho  
Magnolia Subdivision.

said above describe real property has also been subdivided and will be known as MAGNOLIA SUBDIVISION as the same will be set forth according to the official plat thereof to be filed for record in the office of the Ada County Records State of Idaho, coincident with the filing of these presents.

2. That 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 acceptance of any such conveyance, the grantee or grantees and their heirs, executors, administrators, successors and assigns, and with each other as to the property described as follows:

Page 2.

a. LAND USE: all of the lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof, or any structures placed 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 shall have attached, semi-detached, or detached private garage or carport for not less than two (2) nor more than four (4) cars. Other outbuildings incidental to a suburban acreage residential use as contemplated by the Ada County Subdivision Ordinance shall be allowed only upon approval of the Architectural Control Committee.

b. BUILDING LOCATION: No building shall be located on any lot nearer than 50 feet from the front lot or street line or nearer than 35 feet to any interior side lot line or nearer than 35 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.

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 horses or cows, architecturally in harmony herewith, of permanent construction, and approved by the Architectural Control Committee, may be erected

Page 3 .

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 with 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 \$ 85,000 based upon cost levels prevailing on the date this Declaration is recorded, shall be erected or placed on any building site, and the ground floor area of the main structure, exclusive of open porches, terraces and garages shall be not less than 1,700 square feet for single story and 1,200 square feet for two story. No dwelling shall house more than one family.

d. BUILDING MATERIALS: All buildings erected upon any building site in this subdivision shall be of stone, brick or frame construction and, if other than brick or stone is used, such buildings shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision. All roofs shall be constructed of wood shakes, tile, or cement or composition tiles.

Page 4.

e. MATERIAL STORAGE: No building material of any kind shall be placed or stored upon a building site until the Lot Owner or his builder is ready and able to commence construction and then such material shall be placed within the property lines of the building site upon which the structure is to be erected. The Architectural Control Committee shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth or refuse.

f. CONTROL OF EXTERIOR WALLS, ROOFS, ETC.: The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and improvements thereon, the Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs of all structures erected upon Lots, and to require basic landscaping. The Owner shall not repaint the outside walls or fences without first obtaining approval of the Architectural Control Committee as to color. All patio roofs shall be of design and color consistent with the roof of the dwelling unit.

g. ENTRY-WAY LIGHT: Each building site shall be improved by the owner thereof, prior to the occupancy of any structure thereon, by the installation of an entry-way light at the juncture of the site's driveway and the street, of a style and design approved by the Architectural Control Committee. Such light mechanism shall include a photo-cell device which causes the light

PROTECTIVE RESTRICTIONS AND COVENANTS  
Magnolia Subdivision

Page 5.

to automatically illuminate during the period from sunset to sunrise.

h. WORK PROSECUTION: 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 and front yard landscaping, within eight (8) months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the grantee. Construction must be commenced within two years from the date of purchase of the Lot.

i. TEMPORARY STRUCTURES: No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn or other buildings shall be used on any Lot as a residence, either temporarily or permanently.

j. MOVED BUILDINGS: No building shall be moved onto any building site until the approval of the Architectural Control Committee shall have been given in writing, as to the quality, style, and type thereof.

k. VEHICLE AND EQUIPMENT PARKING: No campers, recreational vehicles, trailers, boats, motorcycles, snowmobiles, snow removal equipment, golf carts, or similar equipment or vehicles, except those owned and/or leased by the Lot Owner and for the personal use of the Lot Owner and/or his family, shall be kept or stored upon any Lot.

Page 6.

Such vehicles or equipment shall not be parked on any street, nor shall they be parked or stored in the area between the front plane of the dwelling unit on any Lot and the street. Non working or commercial vehicles larger than three-quarter ton, and no junk cars, shall be parked upon any Lot.

1. ANIMALS: No Lot or portion thereof shall be used for the keeping of swine. Dogs, cats, poultry or other household pets may be allowed provided that no animals or poultry shall be kept, bred or maintained for a commercial purpose. Horses, cattle, sheep or goats (the latter two only if family pets) shall be allowed, but no more than two (2) animal units per acre consisting of any of the foregoing animals shall be allowed. Said animals shall be pastured behind the main dwelling structure.

m. FENCES; HEDGES: No fence, hedge or boundary wall situated anywhere upon any Lot shall have a height greater than six (6) feet, or such other lesser heights as the Architectural Control Committee may specify, above the finished graded surface or the ground upon which such fence, hedge or wall is situated. No fence shall be constructed of any material other than wood nor finished in other than a natural finish, except as may be specifically approved by the Architectural Control Committee. No fence except an open rail fence (or fence of a similar type approved by the Architectural Control Committee) shall be constructed so as to extend toward the front of the Lot past the front plane of the

PROTECTIVE RESTRICTIONS AND COVENANTS  
Magnolia Subdivision

Page 7

dwelling structure constructed thereon, or closer than (5) feet to any side Lot line adjacent to a dedicated street on a corner Lot. No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation between four (4) and eight (8) 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 (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property line with edge of a driveway. 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.

n. EXCAVATION: No excavation for stone, or 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 construction on a building thereon, or to level for irrigation.

o. WATER: The Grantors are under no obligation to deliver domestic water or to furnish rights-or-way to any lot or building site in this subdivision.



Page 8.

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 Ada County Health Department.

p. 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 septic tank, placed at a depth and made of a type construction approved by the City, 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 appropriate health authority and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

q. UNSIGHTLY STRUCTURES OR PRACTICES: No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view. All front yard landscaping shall be regularly maintained in a neat and sightly condition. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view, except when

Page 9

necessarily placed for pickup by garbage removal services. Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any lot.

r. RESUBDIVISION: In order to better carry out and preserve the intentions of the Grantor to make this subdivision strictly one of suburban acres, it is agreed that no lot is to be subdivided, or shall be sold or offered for sale containing less than the full area described in the plat hereof. The plat of this subdivision shall not be amended without prior approval of the Ada County Zoning Commission.

Any proposed resubdivision of this plat must comply with the Ada County Standard for subdivision in force as of the date of the proposed resubdivision. In the event that these Covenants and Restrictions are abolished by subsequent act of the owner, as herein provided, no lot shall be resubdivided to less than one acre.

s. 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 reserves 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.

t. NUISANCES: No portion of the real property or of a building site or any structure thereon shall be used for the

PROTECTIVE RESTRICTIONS AND COVENANTS  
Magnolia Subdivision

Page 10

conduct of any trade or business, and noxious or undesirable acts or undesirable use of any portion of the real property shall not be permitted or maintained.

u. EXTERIOR ANTENNAS: No outside television antennas, radio aerials, or similar devices or structures shall be installed on any Lot or the exterior of any structure located thereon. Satellite dishes shall be permitted only if located behind the front plane of the dwelling structure (toward the rear of the Lot) outside of any building site setbacks, and if appropriately screened.

3. ARCHITECTURAL CONTROL:

That no building shall be erected, placed, or altered on any Lot until the construction plans and specifications, front yard landscaping plan and a plan showing the location of the structure have been approved by the Architectural Control Committee, hereinafter referred to, 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.

4. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of Mary Jo Prather and Philip D. Whitener of Eagle, Idaho, and a third member to be chosen by those two persons. The committee shall consist of three (3) members, and 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

Page 11.

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 or to withdraw from the committee or restore to it any of its powers and duties.

a. Rules and Regulations. The Architectural Control committee is hereby empowered to adopt rules to govern its procedures, including such rules as the Committee may deem appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties due to be heard on any matter before the Committee. The Architectural Control Committee is further hereby empowered to adopt such regulations as it shall deem appropriate, consistent with the provisions of this Declaration, with regard to matters subject to the Committee's approval, including matters of design, materials and aesthetic interest. Such rules, after adoption, shall be of the same force and effect as if set forth in full herein.

b. Fees. The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an Architectural review fee to be paid by each Owner submitting plans and specifications to the Committee for approval. No submission for approval shall be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Committee for the costs of professional review of submittals, and in any event shall not exceed the sum of One Hundred Dollars (\$100.00) per submittal.

Page 12.

5. ARCHITECTURAL CONTROL 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 (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.

6. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown 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 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.

7. TERM & AMENDMENT:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by seventy-five percent (75%) of all Owners,

Magnolia Subdivision

Page 13.

duly acknowledged as to each executing Owner, is recorded in the official records of Ada County, Idaho. This Declaration may be amended during the first twenty (20) year period by an instrument signed and acknowledged by the Owners or not less than ninety percent (90%) of the Lots subject to this Declaration and thereafter by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration.

## 8. VIOLATIONS:

That the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots in 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 restriction, and either to prevent him or them from so doing or to recover damages or other relief for such violation.

That the validation of any one of these covenants by judgement 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 Grantors have hereunto subscribed these restrictive covenants as of the

PART OF ORIGINAL  
TOO POOR TO COPY

5202231  
FIRST AMERICAN TITLE CO.

ADA COUNTY ID. FOR  
J. DAVID N. ARRO  
RECORDER BY *[Signature]*

PROTECTIVE RESTRICTIONS AND COVENANTS  
Magnolia Subdivision

<sup>1200</sup>  
'92 NOV 27 PM 2 52

Page 14

INDEXED

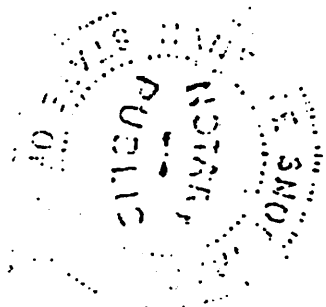
1484000254

STATE OF IDAHO  
COUNTY OF ADA

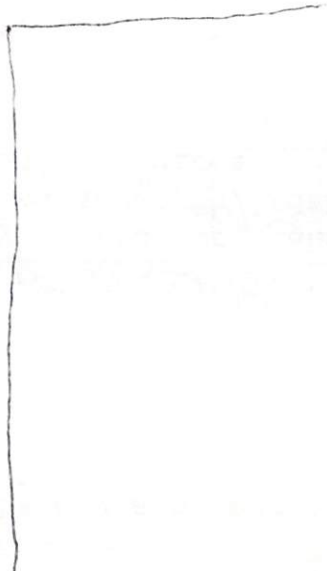
On this 25th day of November, 19 92, before me a  
Notary Public in and for said State, personally appeared Philip D.  
Whitener and Mary Jo Prather, know to me to be the individuals  
that executed this instrument.

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

*Manette Snodgrass*  
Notary Public for Idaho  
Residing at ~~Boise~~ <sup>Nampa</sup> Idaho  
Commission Expires 4/21/95



*Philip D. Whitener*  
*Mary Jo Prather*



Basin man

