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LEGEND

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF ADA COUNTY, IDAHO.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3. 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.
4. SUBDIVIDER WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3805 OF THE IDAHO CODE.
5. A TEN (10) FOOT UTILITY EASEMENT IS LOCATED ALONG THE EXTERIOR BOUNDARY LINES.
6. 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.
7. 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.
8. VEHICULAR ACCESS ONTO WEST FLOATING FEATHER ROAD FROM LOTS 4 THROUGH 7 SHALL BE PROHIBITED.

LEGEND

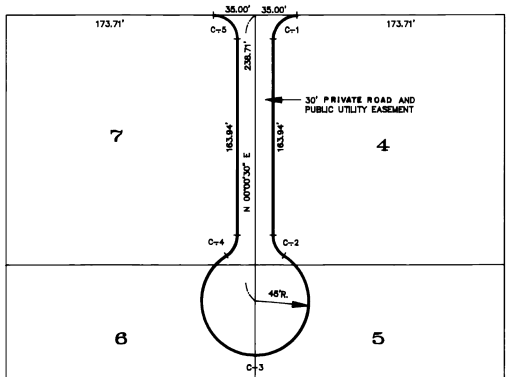
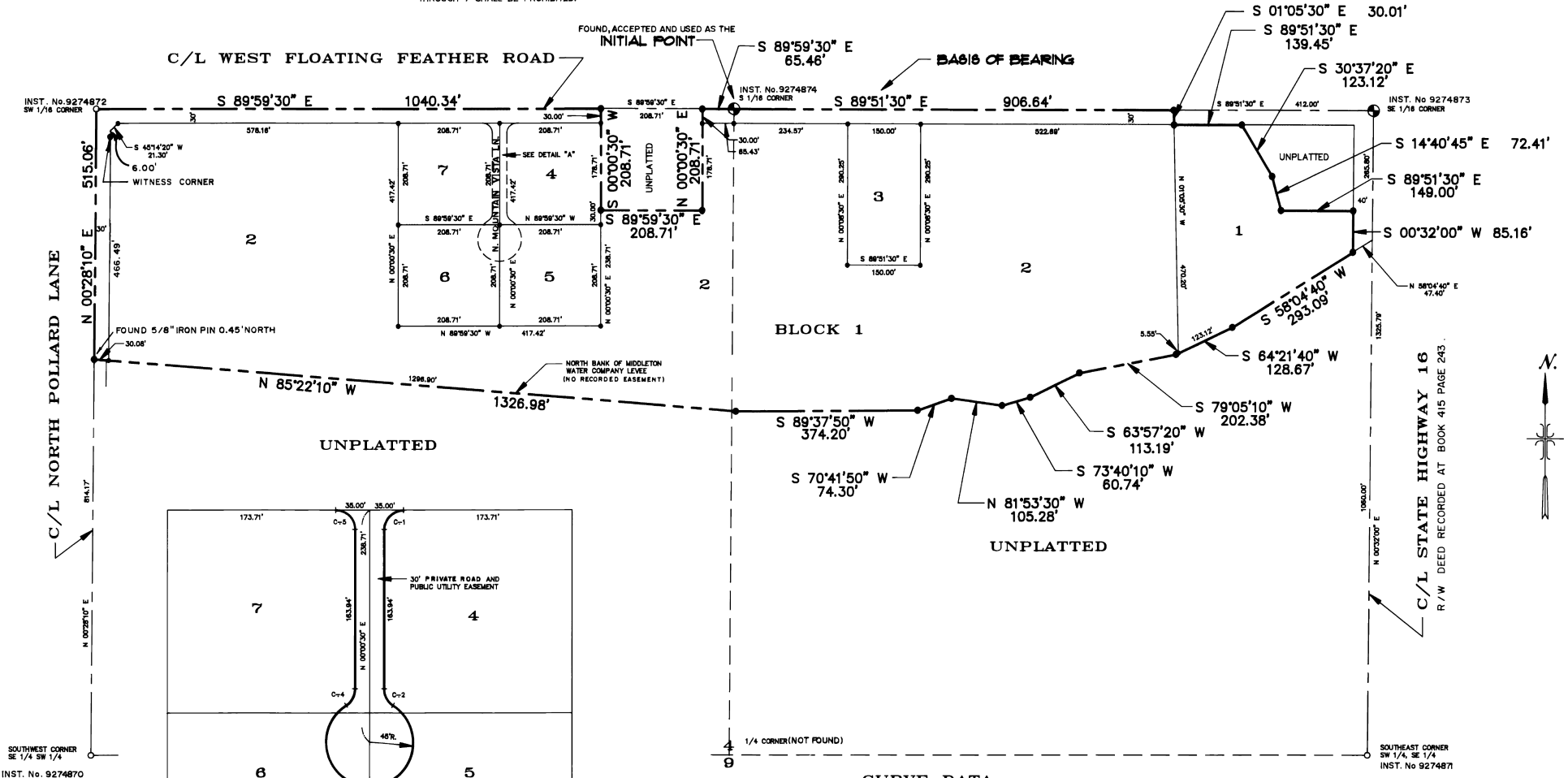
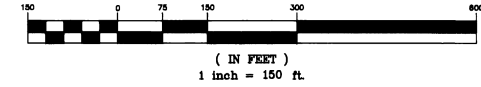
- BOUNDARY LINE
- ⊙ FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- SET 5/8" x 30" IRON PIN w/CAP
- SET 1/2" x 24" IRON PIN

**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'	20.04'	19.22'	S 28°42'08" E	57°25'16"
C-3	45.00'	231.57'	48.46'	S 89°59'30" E	294°50'31"
C-4	20.00'	20.04'	19.22'	N 28°43'08" E	57°25'16"
C-5	20.00'	31.42'	28.28'	N 44°59'30" W	90°00'00"

TEALEY'S LAND SURVEYING

479 MAN ST. BOISE, IDAHO 208-385-0636

MAGNOLIA SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT PHILIP D. WHITENER AND MARY JO PRATHER AND HOOT NANNEY FARMS, INC. DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT:

A PARCEL OF LAND BEING A PORTION OF THE SE 1/4 OF THE SW 1/4 AND A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 4, T.4N., R.1W., B.M., ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF THE SAID SW 1/4 OF THE SE 1/4 OF SECTION 4, ALSO SAID POINT BEING THE INITIAL POINT, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID SW 1/4 OF THE SE 1/4, WHICH IS ALSO THE CENTERLINE OF WEST FLOATING FEATHER ROAD
 SOUTH 89°51'30" EAST 906.64 FEET TO AN IRON PIN, THENCE
 SOUTH 01°05'30" EAST 30.01 FEET TO AN IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SAID WEST FLOATING FEATHER ROAD, THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE
 SOUTH 89°51'30" EAST 139.45 FEET TO AN IRON PIN, THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE
 SOUTH 30°37'20" EAST 123.12 FEET TO AN IRON PIN, THENCE
 SOUTH 14°40'45" EAST 72.41 FEET TO AN IRON PIN, THENCE
 SOUTH 89°51'30" EAST 149.00 FEET TO AN IRON PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 16, THENCE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE
 SOUTH 00°32'00" WEST 85.16 FEET TO AN IRON PIN ON THE NORTHERLY BANK OF MIDDLETON WATER COMPANY LEVEE, THENCE ALONG THE SAID NORTHERLY BANK OF MIDDLETON WATER COMPANY LEVEE
 SOUTH 58°04'40" WEST 293.09 FEET TO AN IRON PIN, THENCE CONTINUING
 SOUTH 64°21'40" WEST 128.67 FEET TO AN IRON PIN, THENCE CONTINUING
 SOUTH 79°05'10" WEST 202.58 FEET TO AN IRON PIN, THENCE CONTINUING
 SOUTH 63°57'20" WEST 113.19 FEET TO AN IRON PIN, THENCE CONTINUING
 SOUTH 73°40'10" WEST 60.74 FEET TO AN IRON PIN, THENCE CONTINUING
 NORTH 81°53'30" WEST 105.28 FEET TO AN IRON PIN, THENCE CONTINUING
 SOUTH 70°41'50" WEST 74.30 FEET TO AN IRON PIN, THENCE CONTINUING
 SOUTH 89°37'50" WEST 374.20 FEET TO AN IRON PIN, THENCE CONTINUING
 NORTH 85°22'10" WEST 1326.98 FEET TO AN IRON PIN ON THE WESTERLY BOUNDARY OF THE SAID SE 1/4 OF THE SW 1/4, THENCE ALONG THE SAID WESTERLY BOUNDARY, WHICH IS ALSO THE CENTERLINE OF NORTH POLLARD LANE
 NORTH 00°28'10" EAST 518.08 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF THE SAID SE 1/4 OF THE SW 1/4, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID SE 1/4 OF SW 1/4, WHICH IS ALSO THE CENTERLINE OF THE SAID WEST FLOATING FEATHER ROAD
 SOUTH 89°59'30" EAST 1040.34 FEET TO AN IRON PIN, THENCE
 SOUTH 00°00'30" WEST 208.71 FEET TO AN IRON PIN, THENCE
 SOUTH 89°59'30" WEST 208.71 FEET TO AN IRON PIN, THENCE
 NORTH 00°00'30" EAST 208.71 FEET TO AN IRON PIN ON THE SAID NORTHERLY BOUNDARY OF THE SAID SE 1/4 OF THE SW 1/4, THENCE ALONG THE SAID NORTHERLY BOUNDARY OF THE SAID SE 1/4 OF THE SW 1/4
 SOUTH 89°59'30" EAST 65.46 FEET TO THE INITIAL POINT,
 SAID PARCEL OF LAND CONTAINS 30.87 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT OF MAGNOLIA SUBDIVISION ARE HEREBY DEDICATED TO THE PUBLIC, AND THE EASEMENTS AND PRIVATE ROADS HEREON ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE WITHIN THE LINES OF SAID PUBLIC STREETS AND EASEMENTS. THE INDIVIDUAL LOTS DESCRIBED IN THE PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 22nd DAY OF SEPTEMBER, 1992

Philip D. Whitener
 PHILIP D. WHITENER
Mary Jo Prather
 MARY JO PRATHER
Karon
 HOOT NANNEY FARMS, INC. - SECRETARY LOT 1, BLOCK 1
Michael L. Dixon
 HOOT NANNEY FARMS, INC. - PRESIDENT LOT 1, BLOCK 1

STATE OF IDAHO } SS
 COUNTY OF ADA }
 ON THIS 22nd DAY OF SEPTEMBER, 1992, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED PHILIP D. WHITENER AND MARY JO PRATHER KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

James D. Cox
 NOTARY PUBLIC FOR IDAHO
 RESIDING AT BOISE, IDAHO
 MY COMMISSION EXPIRES: 8-24-95

CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, L.S., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF MAGNOLIA 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 PLATTED THEREON; AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

PATRICK A. TEALEY, L.S. NO. 4347



ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 22nd DAY OF SEPTEMBER, 1992

Charles L. ...
 CHAIRMAN
 ADA COUNTY HIGHWAY DISTRICT

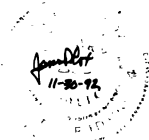
APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

BY Thomas L. ... 9/24/92
 CENTRAL DISTRICT HEALTH DEPARTMENT

STATE OF IDAHO } SS
 COUNTY OF ADA }
 ON THIS 30th DAY OF NOVEMBER, IN THE YEAR 1992, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MICHAEL L. DIXON AND HAZEL DIXON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT AND SECRETARY, OF HOOT NANNEY FARMS, INC., THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, 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.



James D. Cox
 NOTARY PUBLIC FOR IDAHO
 RESIDING AT BOISE, IDAHO
 MY COMMISSION EXPIRES: 8-24-95

CERTIFICATE OF THE BOARD OF COUNTY COMMISSIONERS

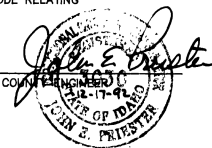
ACCEPTED AND APPROVED THIS 17 DAY OF Dec, A.D. 1992, BY THE BOARD OF COUNTY COMMISSIONERS OF ADA COUNTY, IDAHO.

John E. Priestner
 CHAIRMAN
 ADA COUNTY COMMISSIONERS

CERTIFICATE OF COUNTY ENGINEER

I, JOHN E. PRIESTER, P.E., REGISTERED PROFESSIONAL ENGINEER/LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT OF MAGNOLIA SUBDIVISION AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

JOHN E. PRIESTER, P.E., COUNTY ENGINEER



CERTIFICATE OF COUNTY TREASURER

I, Barbara Brewer, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Barbara Brewer
 COUNTY TREASURER
 By Karen Witt, Data Clerk
 DATE Dec 18, 1992

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 9288079
 STATE OF IDAHO) SS
 COUNTY OF ADA)
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Tealup Land Survey AT 46 MINUTES PAST 1 O'CLOCK P.M., THIS 18 DAY OF December, 1992, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 601 OF PLATS AT PAGES 6074 AND 6075.

Kelaron
 DEPUTY
J. David Navarro
 EX-OFFICIO RECORDER

PART OF ORIGINAL
TOO POOR TO COPY

9282237

FIRST AMERICAN TITLE CO.

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

PROTECTIVE RESTRICTIONS AND COVENANTS
Magnolia Subdivision

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'92 NOV 27 PM 2 52

Page 14

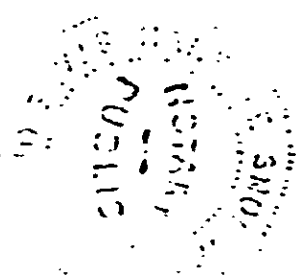
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STATE OF IDAHO
COUNTY OF ADA

On this 25th day of November, 1992, 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~~ ^{Nampa} Idaho
Commission Expires 4/21/95



Philip D. Whitener
Mary Jo Prather

DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS
MAGNOLIA SUBDIVISION

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 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 of 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 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 \$ 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 RESTRICTION'S 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 aeriels, 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,

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



Recording Requested By and
When Recorded Return to:

Josh Kinney
THE MERQ HOLDINGS, LLC
5889 W Founders Dr
Eagle, ID 83616

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS OF MAGNOLIA SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS OF MAGNOLIA SUBDIVISION (“**Amendment**”) is made effective as of APRIL 2, 2019 (“**Effective Date**”), by and among the undersigned owners of real properties falling within the Magnolia Subdivision (collectively the “**Lot Owners**”), whose addresses are set forth on the signature pages below. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Declaration (as hereinafter defined).

RECITALS:

WHEREAS the Declaration of Protective Restrictions and Covenants Magnolia Subdivision was recorded in the records of Ada County, Idaho on November 27, 1992, as Instrument Number 9282237 (the “**Declaration**”);

WHEREAS pursuant to the Declaration, all lots in the subdivision are designated residential lots and commercial use is restricted;

WHEREAS, the undersigned Owners desire to allow commercial use on that real property commonly known as Lot 1 of the subdivision, which is legally described on **Exhibit A**, attached hereto and made a part hereof (“**Lot 1**”), and therefore, desire to release Lot 1 from certain restrictions and covenants set forth in the Declaration, subject to the use restrictions described herein;

WHEREAS pursuant to Section 7 of the Declaration, the Declaration may be amended by a written instrument signed and acknowledged by the Lot Owners of not less than seventy-five percent (75%) of the Lots subject to the Declaration; and

WHEREAS, the undersigned Lot Owners, who own seventy-five percent (75%) or more of the Lots subject to the Declaration, wish to modify certain provisions of the Declaration to release Lot 1 from the restrictions and covenants of the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Lot Owners hereby covenant and agree as follows:

1. **Release of Lot 1.** Except for the use restrictions set forth in Section 2 hereof, Lot 1 is hereby released from and shall not be subject to any use restrictions, building restrictions or requirements, design restrictions or requirements, architectural or other committee approvals or any other restrictions including those contained in the following Sections of the Declaration: Section 2, Section 3, Section 4 and Section 5.

2. **Use Restrictions.** The following use restrictions shall apply to Lot 1:

(a) For a period of ten (10) years from the date this First Amendment is recorded in the official records of Ada County, Idaho (the "Restriction Period"), Lot 1 may be used for any permitted or conditional use allowed in the "Mixed Use" zone per the zoning ordinance of Star, Idaho, as it exists on the date of recording of this Amendment, except for the following uses, unless approved by the Owners of seventy-five percent (75%) of the Lots:

Animal Care Facility, Bar/Drinking Establishment, Cement Manufacturing, Cemetery, Chemical Manufacturing Plant, Convenience Store, Food Products Processing, Gasoline Station, Gasoline Station with a convenience store, Heliport, Kennel, Mortuary, Parking Garage, Pawnshop, Recycling center, Shooting Range, Truck Terminal, Vehicle Impound Yard, and Vehicle Sales or Rental.

(b) During the Restriction Period, Lot 1 may not be used for any of the following uses that are prohibited in the "Mixed Use" zone per the zoning ordinance of Star, Idaho:

Adult Entertainment, Agriculture/Forestry/Fishing, Airport, Asphalt Plant, Concrete Batch Plant, Contractor's Yard, Dairy Farm, Secondary Dwelling, Farm, Feedlot, Flammable Substance Storage, Guesthouse, Home Occupation, Junkyard, Lagoon, Manufactured Home Park, Meat Packing Plant, Mining, Power Plant, Processing Plant, Salvage Yard, Sand and Gravel Yard, Solid Waste Transfer Station, Stable, Private Swimming Pool, Temporary Living Quarters, Tower, Truck Stop, and Vehicle Wrecking Yard.

(c) Following expiration of the Restriction Period, there will be no use restrictions on Lot 1 under the Declaration or this Amendment.

3. **Amendment.** Notwithstanding anything in Section 7 of the Declaration to the contrary, no amendment to the Declaration shall be valid or binding on Lot 1 unless such amendment is made by an instrument that has been signed by the Owner of Lot 1, duly acknowledged and recorded in the official records of Ada County, Idaho. In addition, the Owner of Lot 1 shall not be permitted to participate in any voting, architectural control or amendment to the Declaration that affects only the residential lots and not Lot 1, and Lot 1 shall not be counted when determining whether any proposed amendment to the Declaration that does not affect Lot 1 is approved by the Owners of seventy-five percent (75%) of the Lots.

4. **Miscellaneous.** The recitals set forth above are incorporated herein by this reference. Except as set forth in this Amendment, the terms and provisions of the Declaration are hereby ratified and declared to be in full force and effect. This Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Captions and paragraph headings are used herein for convenience only, are not a part of this Amendment or the Declaration as amended by this Amendment and shall not be used in construing either document. On and after the date hereof, each

reference in the Declaration to “this Declaration,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference in the other documents and agreements relating to the Declaration, shall mean and be a reference to the Declaration as amended hereby.

[Signature pages follows]

IN WITNESS WHEREOF, the undersigned, in total representing 75% or more of the Lot Owners of Magnolia Subdivision, have executed this Amendment as of the Effective Date.

LOTS 2 and 3 OWNER:

Michael D. Hagood
By: Michael D. Hagood
Lot: Lots 2 and 3, Block 1
Address: 3080 S. Linda Vista Place, Boise, ID 83709

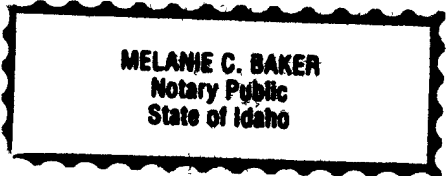
LOTS 2 and 3 OWNER:

Jacquelyn Molenaar
By: Jacquelyn Molenaar
Lot: Lots 2 and 3, Block 1
Address: 3080 S. Linda Vista Place, Boise, ID 83709

STATE OF IDAHO)
 : ss.
County of Ada)

On this 29 day of June, 2018, before me, a Notary Public, in and for the State of Idaho, personally appeared **Michael D. Hagood**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

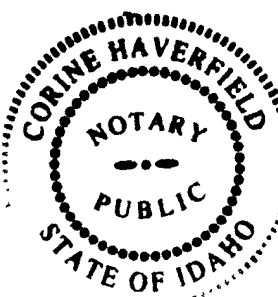


Melanie C Baker
Notary Public for Idaho
Residing at: MERIDIAN, ID
My commission expires: 04/07/2021

STATE OF IDAHO)
 : ss.
County of Ada)

On this 26 day of ~~June~~ ^{SEPTEMBER}, 2018, before me, a Notary Public, in and for the State of Idaho, personally appeared **Jacquelyn Molenaar**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

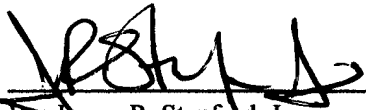
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public for Idaho
Residing at: _____ Residing in Meridian, Idaho
My commission expires: _____ My commission expires June 14, 2019

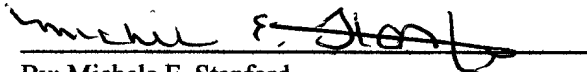
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LOT 5 OWNER:



By: James R. Stanford, Jr.
Lot: Lot 5, Block 1
Address: 1876 N. Mountain Vista Lane, Star, ID 83669

LOT 5 OWNER:



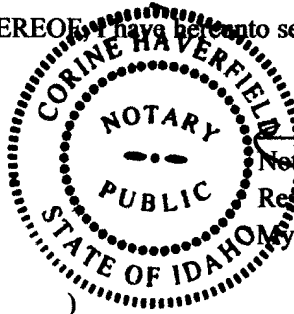
By: Michele E. Stanford
Lot: Lot 5, Block
Address: 1876 N. Mountain Vista Lane, Star, ID 83669


STATE OF IDAHO)
 : ss.
County of Ada)

On this 30 day of May, 2018, before me, a Notary Public, in and for the State of Idaho, personally appeared **James R. Stanford, Jr.**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Residing in Meridian, Idaho
My commission expires June 14, 2019





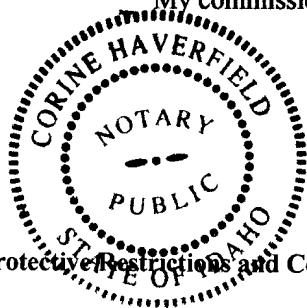
Notary Public for Idaho
Residing at: _____
My commission expires: _____


STATE OF IDAHO)
 : ss.
County of Ada)

On this 30 day of May, 2018, before me, a Notary Public, in and for the State of Idaho, personally appeared **Michele E. Stanford**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Residing in Meridian, Idaho
My commission expires June 14, 2019





Notary Public for Idaho
Residing at: _____
My commission expires: _____

LOT 6 OWNER:

Michael P. Prenn

By: Michael P. Prenn

Lot: Lot 6, Block 1

Address: 1875 N Mountain Vista Ln, Star, ID 83669

LOT 6 OWNER:

M.T. Prenn

By: Mary T. Prenn

Lot: Lot 6, Block 1

Address: 1875 N Mountain Vista Ln, Star, ID 83669

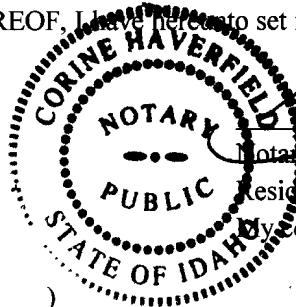
STATE OF IDAHO)

: ss.

County of Ada)

On this 30 day of May, 2018, before me, a Notary Public, in and for the State of Idaho, personally appeared **Michael P. Prenn**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]

Residing in Meridian, Idaho
My commission expires June 14, 2019

Notary Public for Idaho

Residing at: _____

My commission expires: _____

STATE OF IDAHO)

: ss.

County of Ada)

On this 30 day of May, 2018, before me, a Notary Public, in and for the State of Idaho, personally appeared **Mary T. Prenn**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



[Signature]

Residing in Meridian, Idaho
My commission expires June 14, 2019

Notary Public for Idaho

Residing at: _____

My commission expires: _____

LOT 7 OWNER:



By: Steven R. Herron

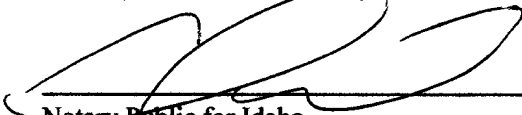
Lot: Lot 7, Block 1

Address: 1915 N. Mountain Vista Lane, Star, ID 83669

STATE OF IDAHO)
 : ss.
County of Ada)

On this 30 day of May, 2018, before me, a Notary Public, in and for the State of Idaho, personally appeared **Steven R. Herron**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Notary Public for Idaho
Residing at: _____
My commission expires: _____



**Residing in Meridian, Idaho
My commission expires June 14, 2019**

EXHIBIT A
(Legal Description of Lot 1)

Lot 1 in Block 1 of MAGNOLIA SUBDIVISION, according to the plat thereof, filed in Book 61 of Plats at Pages 6074 and 6075, Records of Ada County, Idaho.