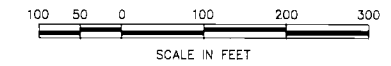


PLAT OF  
**R E NO.5 SUBDIVISION**  
 A PORTION OF THE NW 1/4, SECTION 25  
 T.4N., R.1E., B.M.,  
 GARDEN CITY, ADA COUNTY, IDAHO  
 1992



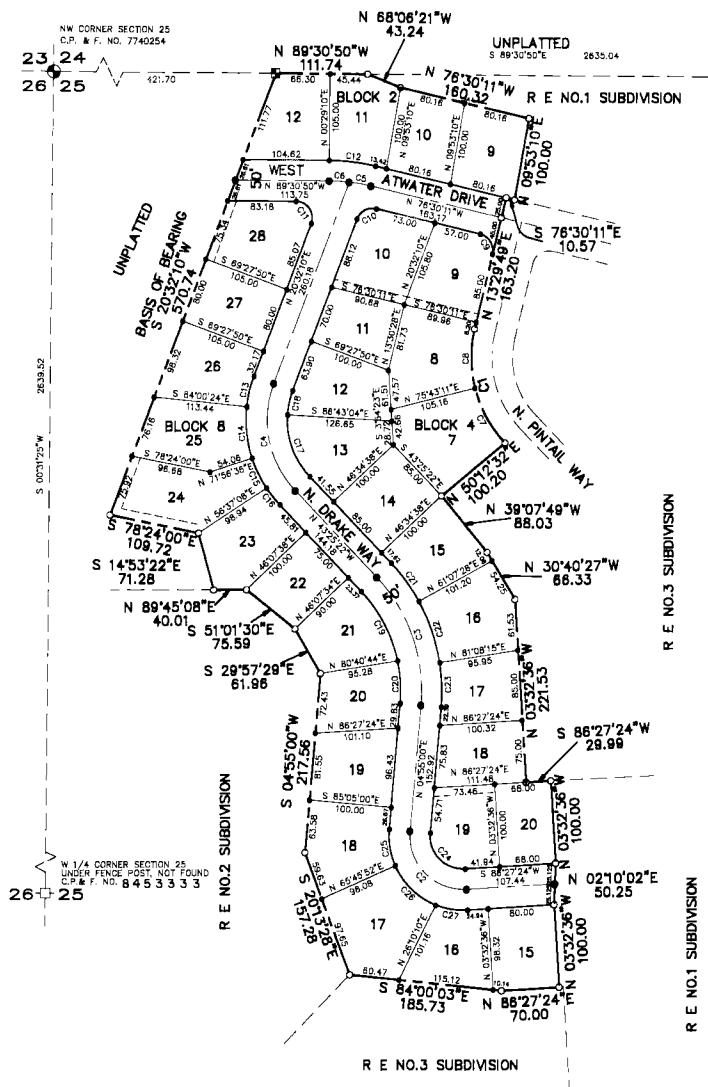
**LEGEND**

- Initial Point, Set 2"x 36"  
Galv. Pipe w/Aluminum Cap
- Found Brass Cap
- Set 5/8"x 30" Rebar with Plastic Cap
- Set 1/2"x 24" Rebar
- Set P.K. Nail in Concrete
- Found 5/8" Rebar with Plastic Cap
- Boundary Line
- - - - - 10' Wide Irrigation/Drainage Easement

**NOTES**

1. All lots are hereby designated as having a permanent public utilities, street light and sewer 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. All lots are hereby designated as having a permanent utilities and drainage easement over the ten (10) feet adjacent to the rear lot line.
2. A strip of land shall be reserved along each common interior property boundary line within this subdivision for the purpose of transportation of drainage. Said strip of land shall be a total of ten (10) feet in width, being five (5) feet on both sides of property lines.
3. Building setback dimensions in this subdivision shall conform to the applicable zoning regulations of Garden City, Ada County, Idaho in effect at the time of issuance of a building permit.
4. Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision.
5. This subdivision is subject to compliance with the Idaho Code Section 31-3805.

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRC
1	56°55'11"	150.00	148.02	42.96	81.31 S 14°57'47" E	
2	88°27'36"	85.00	111.70	88.45	75.38 S 44°18'48" E	
3	48°00'22"	200.00	168.74	163.78	48.78 N 19°15'11" W	
4	63°57'32"	125.00	139.54	132.40	78.05 S 11°28'38" E	
5	8°50'44"	225.00	25.86	26.87	13.48 N 78°55'53" W	
6	8°08'58"	225.00	24.21	24.20	12.12 N 88°28'52" W	
7	29°08'33"	150.00	75.29	75.48	38.89 S 28°51'08" E	
8	27°48'38"	150.00	72.72	72.01	37.08 S 00°23'30" E	
9	80°00'00"	20.00	31.42	28.28	20.00 N 31°30'11" W	
10	82°57'38"	20.00	28.96	26.49	17.88 S 82°00'58" W	
11	110°03'00"	25.00	38.41	32.78	28.59 N 34°38'00" W	
12	13°00'38"	250.00	56.77	56.65	28.51 N 83°00'31" W	
13	14°52'54"	150.00	38.07	37.97	18.14 S 13°15'53" W	
14	24°03'01"	150.00	62.96	62.50	31.85 S 08°01'54" E	
15	15°19'28"	150.00	40.12	40.00	20.18 S 29°43'08" E	
16	10°00'55"	100.00	26.29	26.26	13.18 S 88°24'01" E	
17	48°42'18"	100.00	61.52	79.28	43.18 S 20°04'13" E	
18	7°15'14"	100.00	30.11	30.00	15.7 S 11°54'53" W	
19	31°00'20"	175.00	85.72	84.53	48.09 N 27°45'12" W	
20	7°00'03"	175.00	51.93	51.74	26.16 N 03°35'01" W	
21	14°30'50"	225.00	57.13	56.97	28.72 N 36°08'57" W	
22	20°00'46"	225.00	76.59	78.16	39.70 N 18°52'09" W	
23	13°48'48"	225.00	54.11	53.98	27.19 N 01°58'23" W	
24	88°27'38"	40.00	68.74	60.58	48.38 S 44°18'48" E	
25	28°58'58"	60.00	44.95	44.48	22.95 S 09°23'29" E	
26	44°53'53"	80.00	59.99	58.24	38.87 S 45°58'44" E	
27	52°17'02"	80.00	38.72	39.40	20.18 S 80°54'04" E	



**G & L ENTERPRISES**  
 Developer  
 Boise, Idaho

**BRIGGS ENGINEERING, INC.**  
 Consulting Engineers  
 Boise, Idaho



# R E NO. 5 SUBDIVISION

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT G & L ENTERPRISES, A PARTNERSHIP, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNER ALSO DOES HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 (2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND GARDEN CITY HAS AGREED IN WRITING TO SERVE THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE NW CORNER OF SECTION 25, T.4N., R.1E., B.M., GARDEN CITY, ADA COUNTY, IDAHO; THENCE SOUTH 89°30'50"EAST 421.70 FEET ALONG THE NORTHERLY BOUNDARY OF SECTION 25 TO A 2" IRON PIPE WITH AN ALUMINUM CAP MARKING THE INITIAL POINT OF THIS DESCRIPTION; THENCE SOUTH 20°32'10"WEST 570.74 FEET TO A POINT; THENCE SOUTH 78°24'00"EAST 109.72 FEET TO A POINT; THENCE SOUTH 14°53'22"EAST 71.28 FEET TO A POINT ON THE BOUNDARY OF R E NO.2 SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID R E NO.2 SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 89°45'08"EAST 40.01 FEET; THENCE SOUTH 51°01'30"EAST 75.59 FEET; THENCE SOUTH 29°57'29"EAST 61.96 FEET; THENCE SOUTH 04°55'00"WEST 217.56 FEET; THENCE SOUTH 20°3'28"EAST 157.28 FEET; THENCE ALONG THE BOUNDARY OF R E NO.3 SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 84°00'03"EAST 185.73 FEET; THENCE NORTH 86°27'24"EAST 70.00 FEET; THENCE NORTH 03°32'36"WEST 100.00 FEET; THENCE NORTH 02°10'02"EAST 50.25 FEET; THENCE NORTH 03°32'36"WEST 100.00 FEET; THENCE SOUTH 86°27'24"EAST 28.99 FEET; THENCE NORTH 03°32'36"WEST 221.53 FEET; THENCE NORTH 30°40'26"WEST 66.33 FEET; THENCE NORTH 39°07'49"WEST 88.03 FEET; THENCE NORTH 50°12'32"EAST 100.20 FEET; THENCE 148.02 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 56°55'11", A RADIUS OF 150.00 FEET, TANGENTS OF 81.31 FEET, AND A LONG CHORD OF 142.96 FEET BEARING NORTH 14°57'47"WEST, TO AN IRON PIN; THENCE NORTH 13°29'49"EAST 163.20 FEET; THENCE SOUTH 76°30'11"EAST 10.57 FEET TO A POINT ON THE BOUNDARY OF R E NO.1 SUBDIVISION; THENCE ALONG THE BOUNDARY OF R E NO.1 SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 09°53'10"EAST 100.00 FEET; THENCE NORTH 76°30'11"WEST 160.32 FEET; THENCE NORTH 68°06'21"WEST 43.24 FEET; THENCE NORTH 89°30'50"WEST 111.74 FEET TO THE INITIAL POINT OF THIS DESCRIPTION, COMPRISING 8.07 ACRES, MORE OR LESS.

THE STREETS SHOWN ON THIS PLAT OF R E NO.5 SUBDIVISION ARE HEREBY DEDICATED TO THE PUBLIC, AND THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 19<sup>th</sup> DAY OF February, 1992

G & L ENTERPRISES

Gary L Hunemiller  
GARY L. HUNEMILLER, PARTNER

Lorraine Hunemiller  
LORRAINE HUNEMILLER, PARTNER

Russell D Hunemiller  
RUSSELL D. HUNEMILLER, PARTNER

Karen Hunemiller  
KAREN HUNEMILLER, PARTNER

STATE OF IDAHO }  
COUNTY OF ADA } SS

ON THIS 19<sup>th</sup> DAY OF February, 1992, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY L. HUNEMILLER, LORRAINE HUNEMILLER, RUSSELL D. HUNEMILLER AND KAREN HUNEMILLER, KNOWN TO ME TO BE PARTNERS OF G & L ENTERPRISES, WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTNERSHIP EXECUTED THE SAME.

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



William W. Briggs  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT BOISE, IDAHO  
MY COMMISSION EXPIRES: 11/93

## 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 James E. Adams 4/12/92  
CENTRAL DISTRICT HEALTH DEPARTMENT

## ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 7<sup>th</sup> DAY OF MAY 1992

Charles Mendenhall  
CHAIRMAN  
ADA COUNTY HIGHWAY DISTRICT

## APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT OF R E NO.5 SUBDIVISION.

CITY ENGINEER



## APPROVAL OF CITY COUNCIL

I, DAVE O'LEARY CITY CLERK IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 24<sup>th</sup> DAY OF March, 1992 THIS PLAT OF R E NO.5 SUBDIVISION WAS DULY ACCEPTED AND APPROVED.

Dave O'Leary CITY CLERK  
GARDEN CITY, IDAHO

## 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 R E NO.5 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, Budweiser Brouse 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.

Budweiser Brouse COUNTY TREASURER  
Cheryl Brouse DEPUTY COUNTY TREASURER  
DATE May 09 1992

## CERTIFICATE OF SURVEY

I, MICHAEL E. MARKS, L.S., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF R E NO.5 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.

MICHAEL E. MARKS, L.S. NO. 4998



## COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 92-34937

STATE OF IDAHO )  
COUNTY OF ADA ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF BRIGGS ENGINEERS AT 30 MINUTES PAST 11 O'CLOCK A.M. THIS 29<sup>th</sup> DAY OF MAY, 1992, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 67 OF PLATS AT PAGES 5904 AND 5905.

B. Belveal DEPUTY  
J. David Paisano EX-OFFICIO RECORDER

3237698

Briggs  
Engineer  
Belue  
2700

INDEXED

SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR R E NO. 5 SUBDIVISION

ADA COUNTY, ID. FOR  
J. DAVID M. ARRO  
RECORDED BY

'92 JUN 10 AM 9 44

1421001196

THIS DECLARATION is made on the date hereinafter set forth by the undersigned, G and L Enterprises, hereinafter referred to as the "Declarant".

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as "Property", more particularly described as follows:

R E NO. 5 SUBDIVISION, a portion of the NW 1/4 NW 1/4 of Section 25, Township 4 North, Range 1 East, B.M., Garden City, Ada County, Idaho, according to the plat thereof recorded as Instrument No. 9234737, records of Ada County, Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and reservations shall inure to the benefit of and be limitations upon, all future owners of said Property or any interest therein.

ARTICLE 1 - DEFINITIONS

1.1. "Annexation" shall mean and refer to the process by which additional tracts or parcels of real property are made part of The River's Edge Home Owner's Association, Inc. and this Declaration of Covenants, Conditions and Restrictions.

1.2. "Association" shall mean and refer to "The River's Edge Homeowners Association, Inc.", an Idaho non-profit corporation, its successors and assigns.

1.3. "Building Lot" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one (1) of such Lots, or contiguous portions of two (2) or more contiguous Lots if a building is constructed thereon.

1.4. "Committee" shall mean the Architectural Committee described in Article 3 hereof.

1.5. "Declarant" shall mean and refer to G and L Enterprises, their successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

1.6. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.

1.7. "Mortgage" shall mean and refer to any mortgage or deed of trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

- 1.8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Building Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.9. "Plat" shall mean the recorded Plat of R E NO. 5 SUBDIVISION.
- 1.10. "Property" shall mean and refer to that certain real property hereinbefore described.
- 1.11. "Set Back" means the minimum distance between the dwelling unit or other structure referred to and a given street or road or Lot or Building Lot line.
- 1.12. "Unit" shall mean one residence which shall be situated upon a building lot.

## ARTICLE 2 - GENERAL RESTRICTIONS

### 2.1. Land Use and Building Type.

Residential. No Lot shall be used except for residential purposes, and no Lot shall be used for the conduct of any trade, business or professional activity. No building shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family dwelling with a private garage for at least two (2) cars, EXCEPT for Declarant's right to use one dwelling for a temporary sales office during the development and initial sales of the subdivision dwellings. No manufactured, pre-built or log homes shall be allowed, only homes that are built on-site shall be allowed.

2.1.1. All residential Building Lots shall have a main structure of not less than 1,350 square feet on the ground floor, exclusive of porches and garages, except 2-story houses shall have not less than 1,200 square feet on the first floor and 600 square feet on the second floor, unless approved by the Architectural Control Committee. Split-entry and split-level houses shall not be allowed.

2.1.2. Setbacks. All structures shall have no less than the minimum setbacks as required by the City of Garden City Zoning Ordinance or as stated on the subdivision plat.

2.1.3. Landscaping. All lots shall have the front yards sodded to the rear line of the house, and also have planted in the front yard one 2" tree, three 5-gallon shrubs, and five 1-gallon shrubs.

2.1.4. Roofs. Roofs shall be of one color architectural shingles or shakes, with the color to be approved by the Architectural Control Committee; except, Lots 7, 8 and 9, Block 4, shall not have architectural or composition shingles.

2.1.5. Brick and Masonry Treatment. Each house shall have some brick or masonry on the exterior, especially on the front. The amount, color and type shall be approved by the Architectural Control Committee.

2.1.6. Fireplace Chases. All fireplace chases shall have a one piece cover and all roof flashings to be painted dark gray.

2.1.7. RV Parking. Recreational vehicles shall only be parked behind the front line of the house and screened to a height of six (6) feet from view of the front or side of the adjacent houses. All screening shall be approved by the Architectural Control Committee.

2.2.8. Two-Story Houses. No two-story houses shall be allowed on any corner lot.

2.2. 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 Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Fences shall be cedar and shall be constructed in accordance with the City of Garden City regulations and be approved by the Architectural Control Committee. No fences shall be built within the front and side-street setback lines unless specifically approved by the Architectural Control Committee.

No dwelling, fence, building, garage or other structure shall be built, erected, placed, materially altered or materially repaired which shall alter the surface colors or texture of any Unit or portion thereof unless and until plans, specifications and color scheme have been approved in writing, conditionally or otherwise. The requirements as to design and color shall apply only to the exterior appearance of such improvements, it not being the intent of these restrictions to control interior repair or alteration with the exception of alteration of a garage or carport into living area.

Plans of all structures to be erected on any Building Lot must be submitted to and approved by the Committee. Completed plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location of a particular Building Lot, shall be submitted to the Committee before any construction or alteration is commenced, and such construction or alteration shall not be commenced until approval therefor is given by the Committee.

As to all improvements, construction and alteration upon any Building Lot, the Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or of the structure, the materials of which it is proposed to be erected. The Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or of the structure or alteration therein as planned when viewed from adjacent or neighboring property, and any and all other facts which, in the Committee's opinion, shall affect the desirability of any such proposed structure, improvement or alteration. Actual construction shall comply substantially with the plans and specifications as approved.

2.3. Maintenance of Landscaping and Mailboxes. Each Owner shall maintain the landscaping and mailboxes on the Building Lot, including trees and other landscaping and mailboxes initially planted or installed by Declarant, in a neat, clean, and attractive condition. In

the event an Owner should fail to do so, the Declarant shall have the right to enter upon such Owner's Building Lot and perform such maintenance, repair or replacement as may be required at the sole cost and expense of the Owner so long as the Declarant owns Property in R.E. NO. 5 SUBDIVISION.

2.4. Improvements Location. No building or other improvement shall be constructed in violation of setback requirements set forth on the recorded plat of the subdivision or the requirements of the City of Garden City Zoning Ordinance.

2.5. 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.

2.6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except for a sales or construction office.

2.7. Signs. No sign of any kind shall be displayed to the public view of any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or the Declarant to advertise the Property during the construction and sales period.

2.8. 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.

2.9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided that the keeper of such pets complies with all city laws, rules and regulations. No dog runs or kennels shall be permitted to be kept or placed within five (5) feet of the property line of any Lot, or within five (5) feet of a setback line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structures be visible from a street.

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

2.11. Water Supply. No individual water supply system for consumptive purposes shall be permitted on any Lot.

2.12. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot. All sewage disposal systems shall be connected to and be under the jurisdiction of the City of Garden City, Idaho.

2.13. Irrigation Water. Irrigation water for this subdivision is to be provided from the City of Garden City municipal water system by each lot owner. The Declarant has not provided for

irrigation water from the Thurman Mill Ditch Company to any lot in this subdivision. However, all purchasers of lots in this subdivision remains subject to all assessments levied by the Thurman Mill Ditch Company, which if not timely paid become a lien on the lot.

2.14 Sight Distance at Intersections. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 thirty (30) feet from the intersection of the street lines, or in the case of a rounded or angled property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. In the event the City of Garden City Ordinances require greater sight distances they shall apply.

2.15. Declarant's Right. Declarant reserves the right to construct residences and other improvements upon any Building Lot and to offer the same with completed structures thereon for sale to individual owners.

2.16. Vehicles. Nonworking or commercial vehicles of greater than three-quarters (3/4) of a ton, or trailer or other recreational vehicle shall not regularly or as a matter of practice be parked on any Lot or street adjacent to the Properties unless properly garaged or screened from general view to the rear of the main structure. No vehicles of any type with "For Sale" signs visible shall be parked in driveways, parking lots or on the streets of the subdivision.

2.17. Bathrooms. All bathroom, sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with the Boise City sewer system.

2.18. Hazardous Activities. No activity shall be conducted on or in any Unit or Lot which is or might be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said Property; no open fires shall be lighted or permitted on any Property except in a self-contained barbecue unit while attended and in use for cooking purposes, or within a safe and well-designed interior fireplace, or except such controlled and attended fires required for clearing or maintenance of land.

2.19. Unightly Articles. 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. Trailers, mobile homes, boats, tractors, vehicles other than automobile campers, snow removal equipment, golf carts, garden or maintenance equipment shall at all times, except when in actual use, be kept in an enclosed structure or screened from general view. Refuse, garbage and trash shall be kept at all times in coffered, reasonable noiseless containers which shall be kept within an enclosed structure or appropriately screened from view. Service areas, 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 or refuse of trash shall be kept, stored or allowed to accumulate on any Lot.

2.20. Lights, Sound - General. No light shall be emitted from any Lot which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot

which is unreasonably loud or annoying, and no odors shall be emitted on any property which are noxious or offensive to others.

2.21. Construction. During the course of actual construction of any permanent improvements, the restrictions contained in this Declaration and any supplemental declaration shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction. The construction of each dwelling house and structure shall be prosecuted diligently and continuously from time of commencement thereof until each such dwelling house and structure is fully completed and painted. All structures shall be completed within three (3) months from date of commencement of construction unless prevented by causes beyond control of the Owner, and only for such time that said cause continues. Within a six (6) month period following the date of a purchase agreement between Declarant and Owner wherein Owner agrees to buy a lot within the Subdivision the Owner shall commence construction of the structure upon said Lot in compliance with the requirements of these Restrictive Covenants unless an extension of time shall have been approved by the Declarant. In the event the Owner shall fail, or refuse to commence construction of such dwelling house or structure within abovesaid period of time, the Declarant, at its option, within a period of sixty (60) days following expiration of abovesaid period of time, may cancel the purchase agreement or repurchase the Lot from the Owner thereof at a repurchase price equivalent to the purchase price paid Declarant. In the event the Declarant shall exercise its option to repurchase said property, upon payment of said repurchase price, the Owner of said real property shall make, execute and deliver to the Declarant, a deed reconveying to Declarant the Lot, free and clear of all liens or encumbrances or outstanding claims of title thereon.

2.22. Re-Construction. In any case where it is necessary to reconstruct a Unit or any improvement on the Property, said reconstruction shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such structure is fully completed and painted, unless prevented by causes beyond control and only for such time that such cause continues.

2.23. Maintenance and Repair. In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction.

### ARTICLE 3 - ARCHITECTURAL COMMITTEE

3.1. Members of the Committee. The Architectural Committee, sometimes referred to as "Committee", shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee;

<u>NAME</u>	<u>ADDRESS</u>
Gary L. Hunemiller	3955 Argonaut Avenue Boise, Idaho 83709
Russell D. Hunemiller	282 W. Parliment Court Boise, Idaho 83706
Lorraine Hunemiller	3955 Argonaut Avenue Boise, Idaho 83709



A member of the Committee shall hold office until such time as he/she has resigned or has been removed or his/her successor has been appointed, as provided herein. Members of the Committee may be removed at any time without-cause. A majority of the Committee may designate a representative to act in its behalf.

3.2. Right of Appointment and Removal. At any time Grantor is the owner of at least ten percent (10%) of the Lots, Grantor shall have the right to appoint and remove all members of the Committee.

3.3. Review of Proposed Construction. The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the location indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Committee.

3.4. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

3.5. Non-Liability of Committee Members. Neither the Committee nor any Member thereof, nor its duly authorized Committee representative, shall be liable to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

#### ARTICLE 4 - EASEMENTS

4.1. Maintenance Easements. Easements for installation and maintenance of utilities, irrigation 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 obstruct or retard the flow of water through drainage channels or pipes in the easements. The easement area of each Building Lot and all improvements in it shall be maintained continuously by the Owner of the Building Lot, except for those improvements for which a public authority or utility

company is responsible. The homeowners are responsible for maintaining all irrigation and drainage facilities within their property boundaries.

## ARTICLE 5 - RIVER'S EDGE NO. 5 SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

5.1. Relationship of Association to Subdivision. The Association is formed to manage and operate common area lots within the R E Subdivisions; and, the storm drainage and irrigation systems, in the Subdivisions. The Association has certain duties and obligations not covered in this Declaration, and are set forth in the Articles and By-Laws of the Association, which by reference herein become part of this Declaration. The Association has the authority to assess the Lots for the operation and maintenance of certain physical facilities; however, the Association does not have any powers to assess the residential Lots of the Subdivision for any other purpose whatsoever.

## ARTICLE 6 - GENERAL PROVISIONS

6.1. Enforcement. If the parties hereto or any of them or their heirs as assigns or persons claiming under or through them or any other persons, whether such persons be the Owners of any property in said tract or not, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said tract to prosecute and proceed at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him/her or them from doing or to recover damages for such violation.

6.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6.3. Garden City and Ada County Highway District Approval Required for Amendments or Revocation. There are special conditions set forth in this Declaration, and the referenced River's Edge Subdivision Homeowner's Association, Inc., affecting Garden City and the Ada County Highway District; therefore, this Declaration may not be amended or revoked without the approval of the City of Garden City and the Ada County Highway District.

6.4. Term and 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 an instrument signed by seventy-five percent (75%) of the then Owners of the<sup>2</sup>Lots, Garden City and the Ada County Highway District has been recorded agreeing to change said covenants in whole or in part.

This Declaration may be amended at any other time by an instrument in writing signed and acknowledged by at least seventy-five percent (75%) of the then Owners of the Lots, Garden City and the Ada County Highway District and recorded agreeing to the change, and also evidence of the approval of the Federal Housing Administration and/or the Veterans Administration.

6.5. FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties and amendments of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE 7 - ANNEXATION OF OTHER PROPERTY

7.1. Annexation. As set forth in the original document, and filed for record in the Office of the Ada County Recorder as Instrument No. 9019329, additional property may be annexed to River's Edge Homeowners Association, Inc., and brought within the provisions of the Association at any time, and from time-to-time without the approval of any Owner of the Association by recording a Supplemental Declaration of Covenants, Conditions and Restrictions with respect thereto, which shall annex such property to River's Edge Homeowners Association, Inc., and which may supplement the original Declaration with additional or different covenants, conditions, restrictions, reservations and easements as the Grantor may deem appropriate therefor, and may delete or modify as to such annexed property such covenants, conditions, restrictions, reservations and easements as are contained therein which the Grantor deems not appropriate for the annexed property, so long as the said quality of development is not materially adversely affected.

It is the purpose of these Supplemental Declaration of Covenants, Conditions and Restrictions to create such annexation and place the R E No. 5 Subdivision under the operation of the River's Edge Homeowners Association, Inc., as such Association is set forth in documents of record in the Office of the Ada County Recorder, Boise, Idaho, as Instrument No. 9019329.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9 day of June, 1992.

G and L Enterprises

Gary L. Hunemiller  
Gary L. Hunemiller, Partner

Russell D. Hunemiller  
Russell D. Hunemiller, Partner

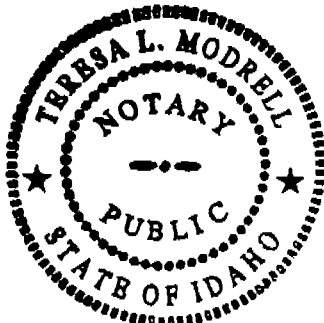
Lorraine Hunemiller  
Lorraine Hunemiller, Partner

Karen Hunemiller  
Karen Hunemiller, Partner

STATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 9 day of June, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary L. Hunemiller, Lorraine Hunemiller, Russell D. Hunemiller and Karen Hunemiller, known to me to be the Partners of G and L Enterprises, and acknowledged to me that they executed the within instrument.

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



Theresa L. Modrell  
Notary Public For Idaho  
Residing at Boise, Idaho  
Commission Expires 6/98

9235847

*[Signature]*  
ADA COUNTY, IDAHO  
J. DAVID NARRRO  
RECORDER BY *[Signature]*

DECLARATION OF COVENANT AND RESTRICTIVE COVENANTS FOR  
LOTS 7, 8 AND 9, BLOCK 4,  
RIVER'S EDGE NO. 5 SUBDIVISION  
BOISE, ADA COUNTY, IDAHO

92 JUN 2 PM 4 49  
1419000494

The undersigned is the owner of the real property more particularly described on Exhibit A, which is attached hereto and by this reference incorporated herein. The undersigned is now in the process of platting said real property, which upon the recording of the plat shall be known as River's Edge No. 5 Subdivision, Ada County, Idaho. In connection with the recording of the plat, the undersigned will record protective and restrictive covenants on said real property, and in part said covenants shall provide that Lots 7, 8, and 9, Block 4, River's Edge No. 5 Subdivision shall have residential buildings constructed on them which shall have roofs thereon consisting only of either wood shake shingles or Woodruf Traditional roofing shingles.

NOW, THEREFORE, the undersigned declarant hereby declares that said Lots 7, 8, and 9, Block 4, River's Edge No. 5 Subdivision, shall have residential buildings constructed on them which shall have roofs thereon consisting only of either wood shake shingles or Woodruf Traditional roofing shingles, and that said lots shall be subject to such other declarations of covenants, conditions and restrictions as the undersigned may hereafter record.


IN WITNESS WHEREOF, the parties have hereunto set they hands and seals the day and year in this instrument first above written.

G.L. HUNEMILLER CONSTR., INC.  
By *[Signature]*  
RUSTEN D. Hunemiller, President

STATE OF IDAHO )  
                   ) ss.  
 County of Ada )

ON THIS 2nd day of June, 1992, in the year of 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared EARL P. HUNEMILLER, known or identified to me to be the President of 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 affixed my official seal the day and year of this certificate first above written.

  
 \_\_\_\_\_  
 Notary Public for Idaho  
 Residing at Boise, Idaho  
 My Commission Expires: