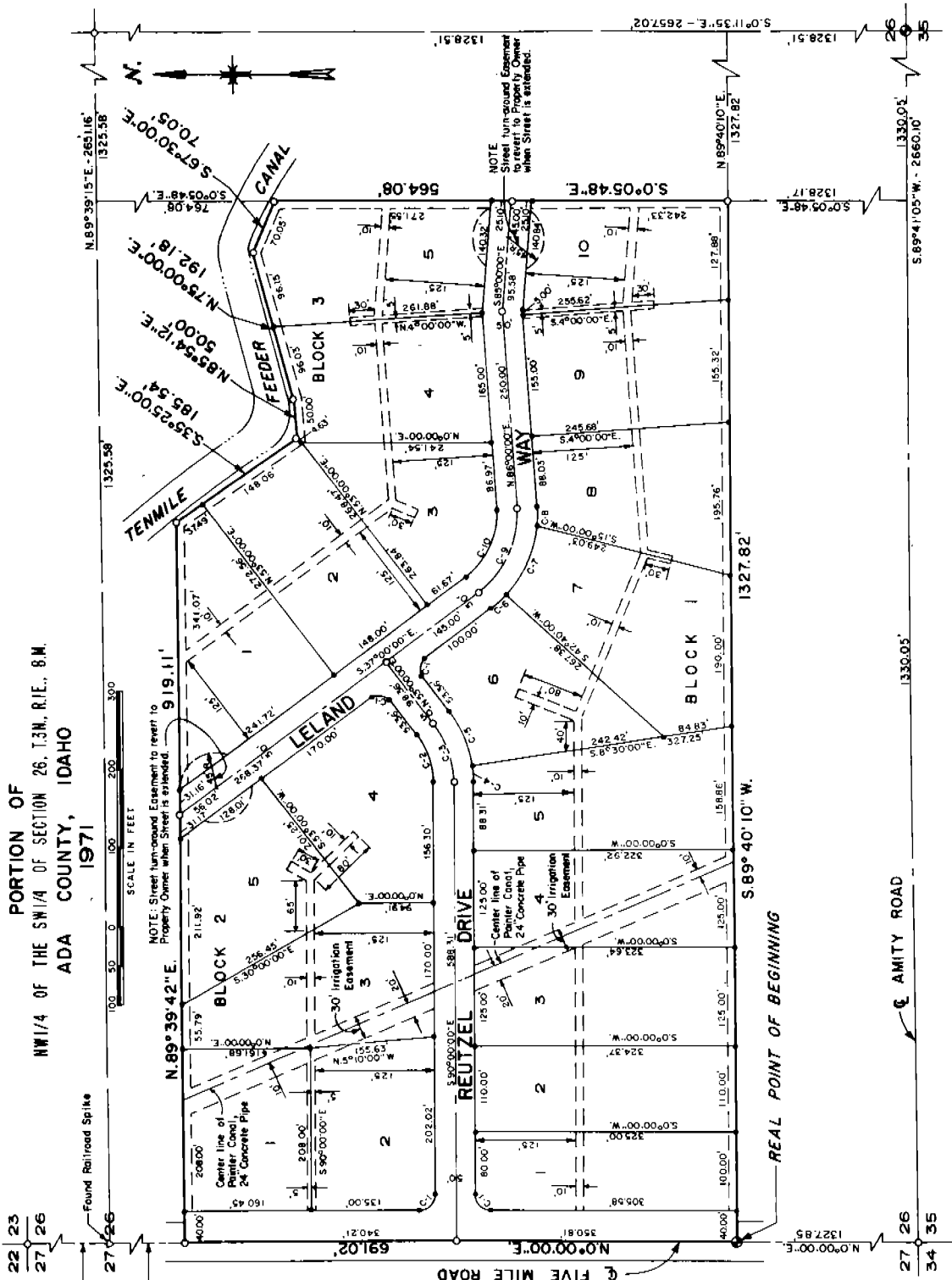


PLAT SHOWING FIVE MILE ESTATES NO.1 SUBDIVISION

PORTION OF
NW 1/4 OF THE SW 1/4 OF SECTION 26, T.3N., R.1E., 8M.
ADA COUNTY, IDAHO
1971



CURVE	R	A	T	LENGTH	CHORD	BEARING
C-1	20.00	90°00'00"	2000	31.42	28.28	
C-2	100.00	37°00'00"	33.46	64.56	63.46	N 79°30'00" E
C-3	125.00	37°00'00"	41.82	80.72	79.33	N 77°50'00" E
C-4	150.00	8°30'00"	11.15	22.25	22.23	N 85°45'00" E
C-5	150.00	28°50'00"	38.01	74.81	73.85	N 67°15'00" E
C-6	150.00	10°20'00"	19.56	27.03	27.02	S 42°10'00" E
C-7	150.00	36°35'17"	45.59	93.79	94.17	S 65°37'39" E
C-8	150.00	60°04'43"	13.23	26.35	26.35	S 65°50'00" E
C-9	125.00	37°00'00"	67.87	124.35	119.29	S 65°50'00" E
C-10	100.00	37°00'00"	54.30	99.48	95.43	S 65°30'00" E

CERTIFIED OWNERSHIP AT DATE OF RECORDING

OWNER	DESCRIPTION
Green Acres Properties, Inc. and Leland H. Marks and Beula Marks.	All of Block 1 except Lots 1 and 2 and all of Blocks 2 and 3.
Marvin M. Reutzel and Ruby B. Reutzel	Lots 1 and 2, Block 1.

LEGEND

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

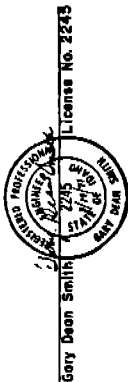
This plat is included solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

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

B-25 P-1583

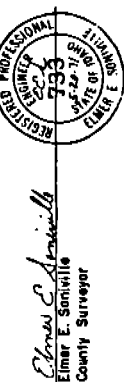
CERTIFICATE OF ENGINEER

I, Gary Dean Smith, do hereby certify that I am a professional engineer, licensed by the State of Idaho, and that this plat of the Five Mile Estates No. 1 Subdivision as described in the Certificate of Owners, and the attached plat was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



CERTIFICATE OF COUNTY SURVEYOR

I, Elmer E. Sonville, Registered Engineer for Ada County, Idaho, do hereby certify that I have checked this plat of Five Mile Estates No. 1 Subdivision and find that it complies with the State of Idaho Code relating to plats and surveys.



5-20-71
Date

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 31st day of September, 1971, by the Board of County Commissioners of Ada County, Idaho.

By Richard H. B. Lundy
Chairman

COUNTY RECORDER'S CERTIFICATE

Instrument No. 72411

STATE OF IDAHO)
COUNTY OF ADA)

I hereby certify that this instrument was filed at the request of DeWayne A. Bills, President of Green Acres Properties, Inc. on this 31st day of September, 1971, in my office and was duly recorded in Book 11 of Plats at page 1583 and 1584.

James A. Kelly
Deputy
Ex-Officio Recorder

Fee \$ 5.00

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That Green Acres Properties, Inc., a corporation organized and existing under the laws of the State of Idaho, and duly qualified to do business within the State of Idaho, and Leland H. Marks, its husband and wife, and Marvin M. Reutzel, its husband and wife, do hereby certify that they are the owners of the real property described as follows:

Beginning at an iron pin marking the Southwest corner of Section 26, T.3N., R.1E., S.4M., Ada County, Idaho; thence North 0°00'00" East 1327.82 feet along the Western boundary of the said SW 1/4 of Section 26, which is also the center line of Five Mile Road, to a brass cap marking the Southwest corner of the NW 1/4 of the said SW 1/4 of Section 26, also said point being the REAL POINT OF BEGINNING; thence along the following courses and distances to iron pins: Continuing North 0°00'00" East 691.02 feet along the said Western boundary of the SW 1/4 of Section 26; thence North 89°39'42" East 919.11 feet to a point 25 feet Southwesterly from the approximate centerline of the Tannille Feeder Canal; thence 25 feet Southwesterly and Southerly from the said approximate center line of the Tannille Feeder Canal the following courses and distances: South 35°25'00" East 185.54 feet; thence North 85°54'12" East 90.00 feet; thence North 75°00'00" East 192.18 feet; thence South 67°30'00" East 70.05 feet to a point on the Easterly boundary of the said NW 1/4 of the SW 1/4 of Section 26, also said point being 25 feet Southwesterly from the said approximate center line of the Tannille Feeder Canal; thence leaving a point 25 feet Southwesterly from the said approximate center line of the NW 1/4 of Section 26 to a point marking the Southeast corner of the said NW 1/4 of the SW 1/4 of Section 26; thence South 89°40'10" West 1327.82 feet along the Southerly boundary of the said NW 1/4 of the SW 1/4 of Section 26 to the point of beginning, comprising 20.00 acres, more or less.

The streets as shown on this plat of Five Mile Estates No. 1 Subdivision are hereby dedicated to the use of the public, and the easements indicated on said plat are not dedicated to the public but heretofore to use said easements is hereby reserved for public utilities and for any other uses designated herein and no permanent structures are to be erected within the lines of said easements.

Building and Occupancy Restrictions: See Book No. _____ of Miscellaneous Records at Page No. _____, Ada County, Idaho, for Building and Occupancy Restrictions filed on the _____ day of _____ at _____, M., 1971, in the office of the Ada County Recorder, Boise, Idaho.

IN WITNESS WHEREOF, We have hereunto set our hands this 31st day of May, 1971.

Leland H. Marks
Leland H. Marks
Marvin M. Reutzel
Marvin M. Reutzel
DeWayne A. Bills, President
DeWayne A. Bills, President
Earl T. Grossaint, Secretary
Earl T. Grossaint, Secretary

STATE OF IDAHO)
COUNTY OF ADA)

On this 31st day of May, 1971, before me, the undersigned, a notary public in and for said State, personally appeared DeWayne A. Bills, known to me to be the President, and Earl T. Grossaint, known to me to be the Secretary of the Green Acres Properties, Inc., that executed the within instrument and acknowledged to me that such corporation executed the same.

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

William L. Benge
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires 11/1/71

STATE OF IDAHO)
COUNTY OF ADA)

On this 31st day of May, 1971, before me, the undersigned, a notary public in and for said State, personally appeared Leland H. Marks and Marvin M. Reutzel, husband and wife, and DeWayne A. Bills, known to me to be the President, and Earl T. Grossaint, known to me to be the Secretary of the Green Acres Properties, Inc., that executed 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.

William L. Benge
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires 11/1/71

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS
FIVE MILE ESTATES NO. 1 SUBDIVISION

Dated: May __, 1971
Recorded: September 30, 1971
Instrument No. 784112

KNOW ALL MEN BY THESE PRESENTS:

The undersigned L.H. MARKS, BEULA MARKS, MARVIN M. REUTZEL and RUBY B. REUTZEL, as individual parties; and GREEN ACRE PROPERTIES, INC., an Idaho Corporation, all as Grantors do hereby certify and declare:

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

Five Mile Estates, Subdivision No. 1 and as recorded and platted in the office of the Ada County Recorder, Ada County, Idaho.

The described property has been subdivided and is known as "Five Mile Estates No. 1 Subdivision" as described on the official plat thereof to be filed for record in the office of the Ada County Recorder, State of Idaho, coincident with the filing of these protective covenants.

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

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

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

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

No barn, loafing shed or other building for housing or care of animals, shall be placed within 100 feet of any residence building or individual domestic well.

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

c. BUILDING SIZE: No dwelling costing less than \$17,000.00 based upon cost levels prevailing on the date this Declaration is recorded, shall be erected or placed on any building site and the floor area of the main structure, exclusive of one-story open porches, terraces and garages, shall be not less than 1,100 square feet for a one story dwelling, nor less than 1700 square feet for a split-level dwelling, nor less than 2,000 square feet for a one and one-half or two story dwelling.

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

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

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

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

h. ANIMALS: No lot or portion thereof shall be used for the keeping or pasturing of goats, sheep or swine. Dogs, cats, poultry or other household pets and a maximum of two horses or two cows may be kept, provided that no animals or poultry are kept, bred or maintained for any commercial purpose.

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

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

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

It is contemplated that domestic water for use in any building erected upon a building site shall be supplied by the Grantee and originate from a well to be drilled and excavated by the Grantee at his expense. Such wells shall be located at a minimum distance of 100 feet from the individual sewerage disposal facilities and shall comply in all respects with regulations and health standards of the Ada County Health Department.

l. SEWAGE DISPOSAL: All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe with a private septic tank, placed at a depth and made of a type construction approved by the Ada County and the State of Idaho Health authorities.

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

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

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

Five Mile Estates No. 1 Subdivision

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

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

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

3. QUALITY OF CONTRACTION AND DESIGN OF BUILDINGS

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

4. ARCHITECTURAL CONTROL COMMITTEE

a. MEMBERSHIP: The Architectural Control Committee is composed of Thorton Stearns, Earl Grossaint and DeWayne Bills, 5807 Franklin Road, Boise, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. EASEMENTS

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

6. TERM

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

7. AMENDMENTS

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

8. VIOLATIONS

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

The validation of any one of these covenants by 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 undersigned individual parties have hereunto subscribed their names this _____ day of May, 1971; and the said Corporation has hereunto caused its corporate seal affixed this _____ day of

May, 1971

L. H. Marks /s/
L. H. Marks

Beula Marks /s/
Beula Marks

Marvin M. Reutzell /s/
Marvin M. Reutzell

Ruby B. Reutzell /s/
Ruby B. Reutzell

GREEN ACRE PROPERTIES, INC.

By DeWayne A. Bills
President

ATTEST:

By Earl Grossaint
Secretary

(SEAL)

Acknowledged May 17, 1971 by L. H. Marks and Beula Marks before Gary D. Smith, Notary Public for Idaho. Residing at Boise, Idaho. Acknowledged in County of Ada, State of Idaho. (SEAL)

Acknowledged May 17, 1971 by Marvin M. Reutzell and Ruby B. Reutzell, before Virginia Cafferty, Notary Public for Idaho. Residing at Boise, Idaho. Acknowledged in County of Ada, State of Idaho. (SEAL)

On this 13th day of May, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared DeWayne A. Bills and Earl T. Grossaint, known to me to be the President and Secretary, respectively, of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Ann M. Cuthert
Notary Public for Idaho
Residing at Boise, Idaho

(SEAL)

7502173

25/1632

AFFIDAVIT
 OF CLARIFICATION
 OF
 DECLARATION OF PROTECTIVE COVENANTS
 AND RESTRICTIONS
 FIVE MILE ESTATES NORTH NO. 1 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GREEN ACRE PROPERTIES, INC., an Idaho corporation, as Developer,
 of that certain real property known and described as Five Mile Estates North
 Subdivision, according to the official plat thereof, filed for record in Book
 36 of Plats at Pages 3054 and 3055 thereof, and as Developer did file for
 record a certain Declaration of Protective Covenants and Restrictions for Five
 Mile Estates North Subdivision, on March 28, 1975, as Instrument No. 7504809,
 records of Ada County, Idaho.

WHEREAS, since that date of recording of said Declaration of Protective
 Covenants and Restrictions, a discrepancy has been discovered in the intended
 meaning of the paragraph entitled "Dwelling Cost, Quality and Size, Article I,
 Section 3", and

WHEREAS, Green Acre Properties, Inc., an Idaho corporation, as Developer,
 is desirous of clarifying said Declaration of Protective Covenants and Restrictions,
 and

NOW, THEREFORE, the said Green Acre Properties, Inc., an Idaho corporation,
 does hereby amend Article I, PROPERTY USE RESTRICTIONS, Section 3, DWELLING COST,
 QUALITY AND SIZE, of said Declaration of Protective Covenants and Restrictions to
 clarify the meaning thereof, and said paragraph shall hereafter read as follows:

Section 3. Dwelling Cost, Quality and Size: No dwelling shall be
 permitted upon any lot at a cost of less than \$28,000.00, including lot cost,
 based upon the cost levels prevailing on the date these covenants are recorded.
 It being the intention and purpose of the covenant to assure that all dwellings
 shall be of a quality and workmanship and materials substantially the same or better
 than that which can be produced for the minimum permitted dwelling size. The
 ground floor area of the main structure, exclusive of one-story open porches and
 garages, shall be not less than 1,400 square feet for a one-story dwelling; and
 the total floor area of a one and one-half or two-story dwelling shall be not
 less than 2,000 square feet. Each building site shall have a garage capable of
 providing shelter for at least two automobiles.

Green Acre Properties, Inc., hereby certifies and declares that the
 clarification and amendment stated hereinabove does supercede that specified
 section and that the same shall and does govern the use of said real property
 from this time forward as though it had been recited in full in the original
 Declaration of Protective Covenants and Restrictions of Five Mile Estates North
 Subdivision.

IN WITNESS WHEREOF, the undersigned corporation has hereunto caused its
 corporate name to be subscribed and its corporate seal to be affixed this
 12th day of January, 1978.

GREEN ACRE PROPERTIES, INC.

By: Wayne A. Ellis
 Wayne A. Ellis, President

Attest: Douglas L. Bell
 Douglas L. Bell, Assistant Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of January, 1978, before me the undersigned, a Notary Public in and for Said State, personally appeared Delwayne A. Bills and Charles L. Hall, known to me to be the President and Assistant Secretary of Green Acres Properties, Inc., and acknowledged to me that they executed the foregoing on behalf of said corporation.

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

Patricia H. Miquard
Notary Public for the State of Idaho
Residing at Boise, Idaho
Commission Expires: 2/13/78

Ada County, Idaho, ss.
Present of *Clarence A. Planting*

TIME 2:32 PM
DATE 1-12-78
CLARENCE A. PLANTING

Clarence A. Planting
BY *Clarence A. Planting*

7-8200