



**CURVE DATA**

CURVE NO.	Δ	T	L	CM	CH. 390.
C-1	120°	61.25'	167.7'	782.1289'	11,520.30'
C-2	120°	61.25'	167.7'	782.1289'	11,520.30'
C-3	120°	61.25'	167.7'	782.1289'	11,520.30'
C-4	120°	61.25'	167.7'	782.1289'	11,520.30'
C-5	120°	61.25'	167.7'	782.1289'	11,520.30'
C-6	120°	61.25'	167.7'	782.1289'	11,520.30'
C-7	120°	61.25'	167.7'	782.1289'	11,520.30'
C-8	120°	61.25'	167.7'	782.1289'	11,520.30'

**PLAT SHOWING  
FISHER ACRES SUBDIVISION**

IN LOTS 3 & 4  
SECTION 4  
T.4N., R.1E., B.M.

ADA COUNTY, IDAHO  
— 1966 —

- LEGEND**
- - IRON PIPE OVER SQUANDERS
  - - 3/8" Ø x 30" IRON PIN
  - - 1/2" Ø x 24" IRON PIN
- SETBACKS**
- FROM FRONT OF LOTS - 25'
  - SIDE OF LOTS - 20'
  - SIDE STREET - 25'
  - REAR OF LOTS - 25'

**BRIGGS AND ASSOCIATES  
CONSULTING ENGINEERS**  
BOISE, IDAHO

RESTRICTIVE AND PROTECTIVE COVENANTS FOR  
FISHER ACRES IN ADA COUNTY, STATE OF IDAHO

Instrument No. 504404 Dated June 9, 1961 Ack'd June 9, 1961  
Recorded June 9, 1961 at 5:00 p.m.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, are the owners and the holders of the title in fee simple of all that certain real estate situate in Ada County, Idaho, particularly described as follows:

Lot 4, Section 4, Township 4 North, Range 1 East  
Boise Meridian, in Ada County, State of Idaho.  
Containing 38.90 acres, more or less.

1. That all of the real property and all lots, parcels, and tracts of said subdivision and any conveyance covering or describing all or any part thereof either by reference to the above described plat or by name, number, or designation thereon, or by other description, shall be subject to the following restrictions, protective covenants and conditions; and that by the acceptance of any conveyance of any property in said subdivision the grantee or grantees therein and their heirs, executors, administrators, successors or assigns, covenant with the parties hereto, their heirs and assigns, and with the other grantees or subsequent owners of property in said subdivision as to the property so described and conveyed in or by such conveyances as follows:

a. All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof or any structure placed thereon shall no be used for any commercial purpose but the use of said lots shall be limited solely to residential purposes. No lot shall be left unattended permitting weed growth or anything offensive to the area.

b. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars.

c. No dwelling shall be permitted on any lot at a cost of less than \$12,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet, except that houses with bedrooms and other inhabitable rooms in a so called daylight basement may have no less than 900 square feet on each upper floor.

d. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 20 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 7 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(continued)

e. Nonnoxious 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.

f. 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.

g. 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 except that not more than 4 horses or 4 head of cattle per acre may be kept so long as their keeping is not offensive to other residents. Horses or cattle shall be pastured only from May 1st to November 1st of any one year.

h. 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.

i. All sewage disposal and domestic water systems shall be constructed in compliance with the standards of the Department of Public Health, both state and county.

j. No person shall be permitted to own more than four one acre tracts all adjacent.

k. The architecture of the outbuildings which can only consist of a pump house, and fences on each tract shall be uniform with that of the house thereon.

2. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

3. If the parties hereto or any of them or their heirs or assigns or persons claiming under or through them or any other person whether such person be the owner of any property in said subdivision or not, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

4. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE undersigned have hereunto set their hands and seals, this 9th day of June, 1961.

Theo. H. Fisher  
Mildred A. Fisher

Wayland I. Fisher  
Larane M. Fisher

Ack by Theo. H. Fisher and Mildred A. Fisher husband and wife, and Wayland I. Fisher and Larane M. Fisher, husband and wife, before Lloyd J. Neff, N.P. for Idaho, Residing at Boise, Ack in Ada Co., Idaho (SEAL)

AMENDMENT AND MODIFICATION OF RESTRICTIVE AND PROTECTIVE  
COVENANTS FOR FISHER ACRES IN ADA COUNTY,  
STATE OF IDAHO  
Recorded August 17, 1966  
Instrument No. 646328

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, do hereby certify and declare:

1. That we are the collective owners in fee simple of all that certain real estate situated in Ada County, Idaho, particularly described as follows, to-wit:

Lot 4, Section 4, Township 4 North, Range 1 East, Boise Meridian, in Ada County, State of Idaho. Containing 38.90 acres, more or less.

2. That we have heretofore made, executed, adopted and filed for record in the office of the Ada County Recorder as of June 9, 1961, under Instrument No. 504404, Restrictive and Protective Covenants for said Fisher Acres, to which reference is hereby made.

3. That it is necessary that said restrictive and protective covenants for Fisher Acres be amended, and the same are hereby amended and modified in the following respects:

a. That the true and correct legal description contained in said Fisher Acres is as follows, to-wit:

Beginning at the Northwest corner of Section 4, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence South 0°17' East along the West boundary of said Section 4, 985.9 feet to a point; thence North 89°43' East 713.00 feet to a point; thence North 16°16' East 690.34 feet to a point; thence North 85°42' East 54.79 feet to a point; thence South 72°50'20" East 276.99 feet to a point; thence North 59°40' East 83.36 feet to a point; thence North 40°43' East 240.36 feet to a point; thence North 63°08' East 216.36 feet to a point; thence North 0°03' West 68.0 feet to a point on the Northerly boundary of said Section 4; thence along the said Northerly boundary of said Section 4, North 89°45' West 1652.23 feet to the point of beginning.

That the legal description of the said Fisher Acres, as originally recorded is hereby amended to read as immediately above described, and all the other property contained in the original description of said Fisher Acres is hereby deleted and the true and correct legal description of said Fisher Acres is as immediately above described in this paragraph a.

b. That there shall be added to said restrictive covenants the following, in order to comply with the Ada County Zoning and Planning Commission as by law provided:

**WATER:** The Grantors are under no obligation to deliver domestic water or to furnish rights-of-way in connection with the delivery of domestic water to any lot or building site in this subdivision.

It is contemplated that domestic water for use in any building erected upon a building site shall be supplied by the Grantee and originated 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 and State of Idaho Department of Health.

**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 under-ground pipe with a private septic tank, placed at a depth and made of a type construction approved by the Ada County and 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 City-County Health Department and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

**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 property and at any point where said driveway crosses any ditch or pipe used for the conveyance of irrigation water, said pipes being for the purpose 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 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.

**RESUBDIVISIONS:** In consideration of the approval of said plat in accordance with the suburban standards applicable to Ada County subdivisions as governed by Ada County ordinances and regulations, no lot or tract shall be sold or offered for sale containing less than one full acre, by way of resubdivision, metes and bounds descriptions, or in any manner whatsoever, unless such resubdivision or sale or offer for sale of any lot or tract containing less than one full acre has prior approval of the Ada County Zoning Commission, in accordance with Ada County ordinances and regulations in force as of the date of such proposed sale or resubdivision.

4. That the restrictive and protective covenants for Fisher Acres hereinbefore referred to as modified and amended by this instrument are hereby reaffirmed and adopted as the protective and restrictive covenants for said subdivision in accordance with all the terms contained in said original covenant and this amendment and modification thereof.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this 13th day of August, 1966.

Theo H. Fisher  
Mildred A. Fisher  
Lorane M. Fisher  
Wayland I. Fisher  
James M. Fisher  
Joan D. Fisher

Bill R. Bolen  
Doris H. Bolen  
Leo Rhinehart  
Tillie Rhinehart  
Dan P. Collett  
Vernetta A. Collett

Ack. by various Notary Publics (SEAL)