

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. 63-31853

Date Received 3-8-04

Receipt Number CO72969

NOTICE OF CLAIM *d.e. 0039-04*
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) GERALD M. & PHYLLIS J. CLARK TRUST Phone (208) 888-1393

Mailing Address 4360 N. LOCUST GR. RD., MERIDIAN, IDAHO Zip 83642-5512

2. Date of Priority (Only one per claim) APRIL 21, 1969 ⁸ AUG. 13, 1965 Month/Day/Year

3. Source of water supply (Check one) (☒ Groundwater or Other () (a) _____
Name or kind of source

which is tributary to (b) _____

4. Location of point of diversion is: Township 4N Range 1E

Section 32 NW 1/4 of SW 1/4 of NW 1/4, Govt. Lot _____, BM.,

County of ADA

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. ON 8/5/86 THE ABOVE GROUND PUMP & STORAGE TANK WAS REPLACED BY A SUBMERSIBLE PUMP & WATER CHAMBER PUMP TANK. THE WELL IS AN UNCHANGED DEPTH OF 40 FEET.

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For DOMESTIC purposes from JAN 1 to DEC 31 amount 0.04 (cfs)
(Both dates are inclusive)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) ONE HOME

10. Place of use is: Township: 4N Range 1E
Section 32 SW 1/4 of SW NW 1/4, Govt. Lot _____ B.M.,
County of ADA for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? ADA

12. Do you own the property listed above as place of use? Yes ☒ No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

14. Remarks: HERITAGE SUBDIVISION, LOT 1, BLOCK 2
PARCEL # R3581500080

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments 0

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Gerald M Clark Date 3/8/04

Shylling Clark Date 3/8/04

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing

document in the space below as _____ of _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____ } SS.

County of Ada }

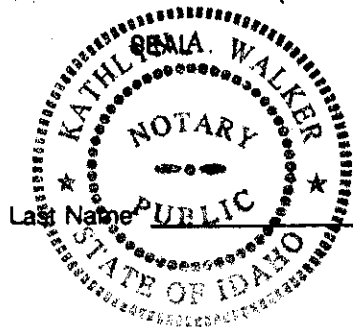
Subscribed and sworn (or affirmed) before me this 8th day of March 2004

Notary Public Kathryn A. Walker

Residing at Boise, Idaho

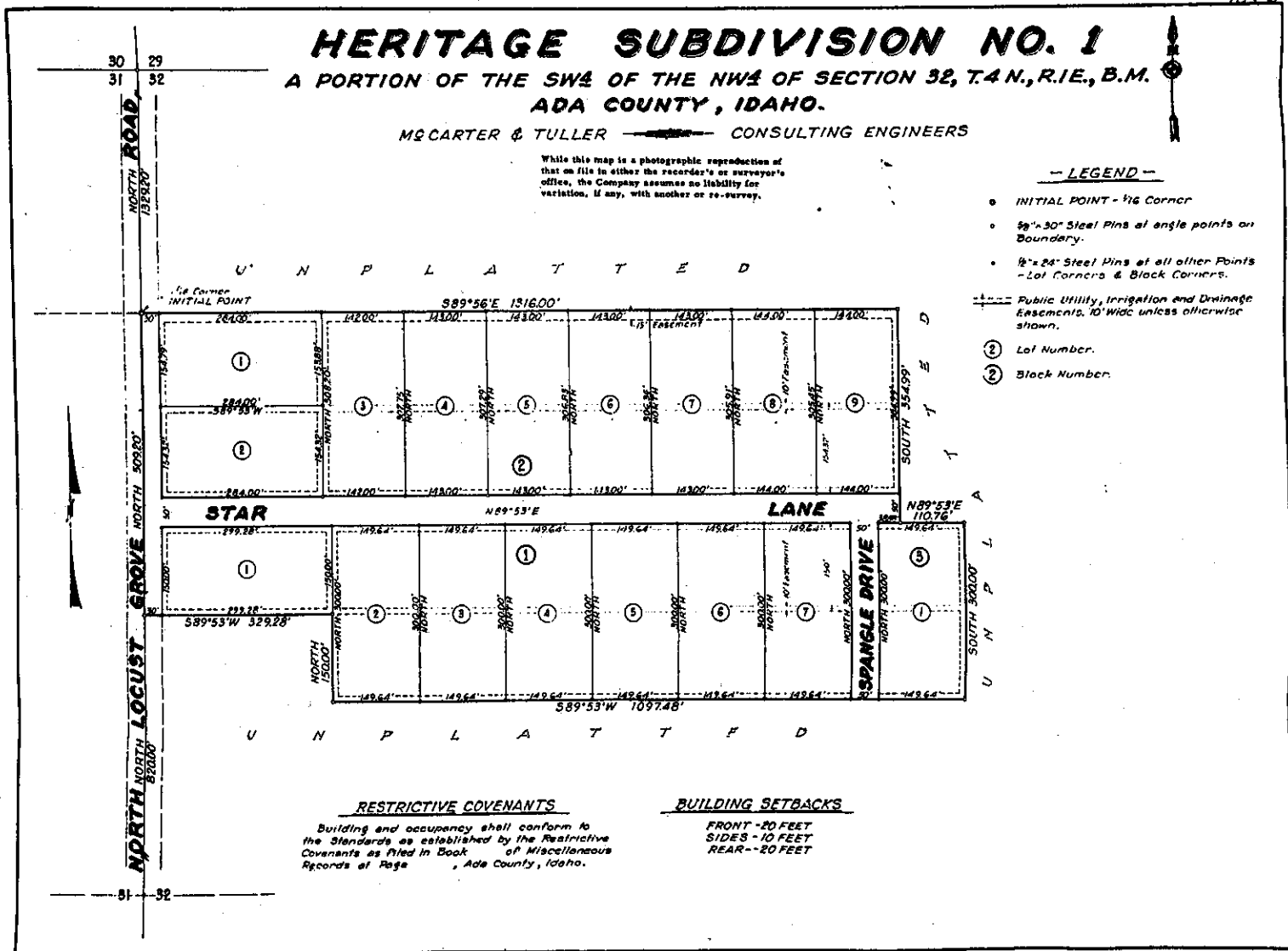
My Commission Expires 2/15/2005

Ident No. _____



Septic Tank - 1 ft to left of gas meter
opening 12 1/2 ft from house

1306



RESTRICTIVE COVENANTS

HERITAGE SUBDIVISION NO. 1

Dated: July 30, 1965

Recorded: August 13, 1965

Instrument No. 618878

KNOW ALL MEN BY THESE PRESENTS, that JACK W. DOWDLE and BARBARA T. DOWDLE, husband and wife, GORDON J. HANSEN and WINONA B. HANSEN, husband and wife, THOMAS J. DOWD and CAROL J. DOWD, husband and wife, TITLE & TRUST COMPANY, an Idaho corporation, Trustee, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BOISE, a corporation, Beneficiary, and IDAHO SAVINGS & LOAN ASSOCIATION, a corporation, Beneficiary, do hereby certify and declare as follows:

1. That they are the owners in fee simple of all that certain real property situate in the County of Ada, State of Idaho, and more particularly described as follows:

A portion of the SW-1/4 of the NW-1/4 of Section 32, T. 4 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

Beginning at a point that is South 1329.20 feet from the Section corner common to Sections 29, 30, 31 and 32, T. 4 N., R. 1 E., B.M.;
Thence South 89°56' East 1316.00 feet to an iron pin; thence South 354.99 feet to an iron pin; thence North 89°53' East 110.76 feet to an iron pin; thence South 300.00 feet to an iron pin; thence South 89°53' West 1097.48 feet to an iron pin; thence North 150.00 feet to an iron pin; thence South to an iron pin; thence South 89°53' West 329.28 feet to an iron pin; thence North 509.20 feet to the real point of beginning, according to the official plat thereof recorded under Instrument #618877 in Book 20 of Plats, at pages 1306-07, Records of Ada County, Idaho.

2. That all of the real estate, and 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, their successors and assigns, and with each other as to the property described on or by such covenants as follows:

- (a) All of the lots in said Subdivision shall be known and described as residential lots, and said lots or any part

(continued)

thereof, or any structures placed thereon, shall not be used for commercial purposes, but the use of said lots shall be limited to buildings used solely for residential purposes.

- (b) No residence shall be located on any residential building plot nearer than Twenty-five (25) feet to the front lot line nor nearer than Fifteen (15) feet to any side street line, nor shall any such residence be located nearer than Ten (10) feet to any rear lot line.
- (c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
- (d) No basement, trailer, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (e) 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 full 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 re-subdivision of this plat must comply with the Ada County standards for subdivisions in force as of the date of such proposed re-subdivision.
- (f) No dwelling shall be permitted on any lot at a cost of less than \$14,000.00 based upon 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 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

(continued)

be less than 1,050 square feet for a one story dwelling nor less than 900 square feet for a dwelling of more than one story.

- (g) 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.
- (h) 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 and be located not less than 60 feet from the front lot line and not less than 30 feet from any side lot line. Approval of all sewage disposal systems installed shall be obtained from the City-County Health Department and the Grantors shall have no obligation to construct any sewer or provide any connection thereto.

- (i) 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 originate from a well to be drilled and excavated by the Grantee at his expense. Such wells 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.

- (j) No lot or portion thereof shall be used for the keeping or pasturing of goats or swine. Also the raising of dogs and cats commercially is prohibited. It is further expressly understood that no more than four (4) domestic animals,

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other than household pets, shall be kept, maintained or pastured on any one residential lot or portion thereof.

- (k) All exterior or interior fences, and all animal sheds or enclosures of any kind for the keeping of livestock or domestic animals of any kind, shall be properly constructed through the use of good workmanship and materials, and at all times shall be maintained in a good, neat and orderly fashion as to paint and other material and structural upkeep.
- (l) The cost of constructing and maintaining any ditches shall be paid by the parties installing the same.
- (m) The sponsors are under no obligation to deliver water or furnish rights of way to any lots in this Subdivision.

3. 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 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 4 hereof.

4. The Architectural Control Committee is composed of Jack W. Dowdle, Barbara T. Dowdle and Gordon J. Hansen. 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 or to withdraw from the committee or restore to it any of its powers and duties.

5. 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

(continued)

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 are hereby reserved unto the undersigned owners, their heirs, executors, successors, and assigns for the purpose of constructing and installing water mains, electrical pole lines, irrigation ditches, sewer lines, drainage facilities and such other public utilities as shall be necessary, convenient and desirable for said owners, or the future grantees and owners of said lots. The boundaries of said easements shall be as shown upon the plat of said subdivision, as said plat is heretofore or hereafter filed with the Office of the County Recorder of Ada County, Idaho, in accordance with the legend, diagrams, drawings and all other written or printed material set forth upon said plat. Within these easements, no structures, 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 drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels or irrigation ditches in the easements, which easement may at some future date be opened as an alley upon the determination and finding of the Zoning Commission of Ada County that the same is required for the public convenience and health. This provision is made pursuant to Section 6.62 of subdivision ordinances adopted by the Board of County Commissioners of Ada County on Ada County on the 28th day of September, 1959. The easement area of each lot and all improvements for which a public authority or utility company is responsible.

7. 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 purpose of permitting the movement of irrigation water 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.

8. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until it is agreed to change said covenants in whole or in part by the majority of these owners.

(continued)

9. If 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 insaid 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.

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

IN WITNESS WHEREOF, the corporate parties have caused these presents to be executed and the individual parties have hereunto set our hands this 30 day of July, 1965.
