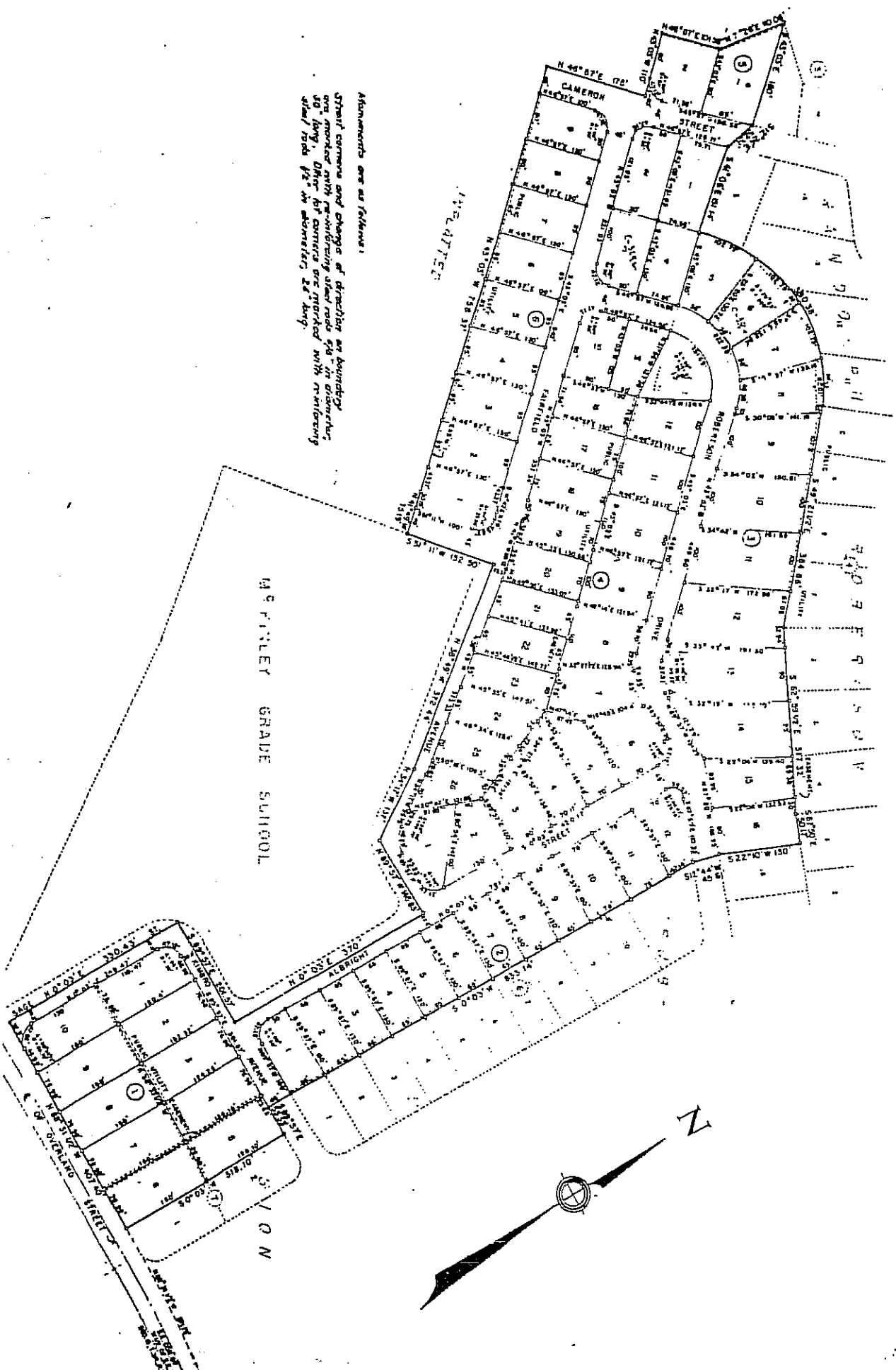


RANDOLPH - ROBERTSON SUBDIVISION NO. 2
 IN THE
W 1/2 OF THE SE 1/4 AND THE E 1/2 OF THE SW 1/4 OF SEC. 18, T. 3 N., R. 2 E., B. M.



Bearings are as follows:
 Street corners and changes of direction are indicated
 by arrows with following street name and distance,
 as they appear at corners or crossed with following
 street, roads or monuments, etc.

Dated June 30, 1952
Recorded July 3, 1952
Book 25 of Miscellaneous Records at page 128.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned do hereby certify and declare: That the undersigned, Audrey F. Robertson and Lillian H. Robertson, husband and wife, and W. O. Randolph and Evelyn Mae Robertson, husband and wife, are the owners of all of Randolph-Robertson Subdivision No. 2 being a part of the W¹/₂ SW¹/₄ and the E¹/₂ SW¹/₄ of Section 18, T. 3N., R. 12E., B.M., EXCEPT Lots 4 and 5 in Block 1 of said Randolph-Robertson Subdivision No. 2 which lots are owned by the undersigned A. I. SORENSEN and RUTH SORENSEN, husband and wife.

II.

That all of the real estate and all lots, parcels or 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 designation therein, or otherwise, shall be subject to the restrictions, covenants, reservations and conditions herein expressed and set forth, and that by the acceptance of such conveyance the grantees or grantees therein and their each and each of their heirs, executors, administrators, successors and assigns, agree with each other as to the property so described or conveyed in or by such conveyance as follows:

(a) All lots in said subdivision shall be known and described as residential lots and restricted to residential use, except Lots 6 to 10 inclusive, in Block 1, which may be devoted to commercial uses; and no structure shall be erected upon any residential building plot other than residential dwellings which shall not exceed two stories in height; PROVIDED, HOWEVER, that on Lots 5 to 12 inclusive of Block 3, no dwellings shall be erected more than one story above the street level of Robertson Drive; and PROVIDED, HOWEVER, that duplex residences for the purpose of housing two families, but no more, may be erected upon said premises. No garage structure shall be erected upon any lot in said tract designed to accommodate more than three automobiles.

(b) All buildings shall be of frame, stone, brick or concrete construction, and if other than brick or stone, shall be finished and painted and kept in good repair and said property shall be used in such manner as to be injurious to any other property owners thereof.

(c) All residential buildings erected upon said property shall have an area of not less than the amount hereafter prescribed, to-wit: Lots 1 to 12, inclusive, of Block 2; Lots 1 to 5, inclusive, and Lots 14 to 26, inclusive, of Block 4; and all of Block 6, shall have an area of not less than 800 square feet; Lots 1 to 4, inclusive, and Lots 15 and 16, of Block 3; and Lots 1 and 2 of Block 5, shall have an area of not less than 1,000 square feet; All residential buildings on Lots 5 to 13, inclusive, of Block 3; and Lots 6 to 13, inclusive, of Block 4, shall have an area of not less than 1,200 square feet.

(d) No buildings shall be erected on any lot in said property nearer than 30 feet to the street line of any front street; PROVIDED, that buildings erected upon Lots 5 to 8, inclusive, of Block 3, shall not be erected closer than 40 feet to the street line of Robertson Drive, and buildings may be built within 25 feet of the street line of Kimbro Avenue on Lots 4 and 5 in Block 1; and PROVIDED, FURTHER, that no buildings shall be erected nearer than 5 feet to any side lot line, and upon corner lots all buildings shall be at least 10 feet from the street lot line; but this provision shall not apply to garages or other buildings located on the rear quarter of any lot except corner lots.

(e) No residential lot shall be subdivided, nor shall any residential building be erected on building plots having less than 7,000 square feet or a width fronting upon any street of less than 65 feet.

(f) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence or a temporary character be permitted.

(h) No lot or portion thereof shall be used for the keeping or pasturing of any cows, horses, goats, sheep or other livestock, poultry or animals, dogs and cats excepted, nor shall any property included in said tract be used for farm or other agricultural purposes, except as household gardens and residential landscaping.

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The foregoing covenants and restrictions contained in Paragraph II are to run with the land and shall be binding upon all the parties and all the persons claiming under them, until the first day of July, 1992, at which time said covenants and restrictions shall terminate.

IV.

The owners of said plat do hereby reserve unto themselves, their heirs, executors, successors and assigns, a right-of-way across and along the street lines and the rear lines of said lots for the purpose of the construction of water mains, electric pole lines and such other public utilities as shall be necessary, convenient and desirable for the grantees and owners of said lots heretofore. This reservation is made for and on behalf of the owners, undersigned herein, and for their grantees and their heirs, successors and assigns.

V.

The owners of said tract do hereby reserve unto themselves, their heirs, executors, successors and assigns, and for the purposes of their grantees and future owners and users of said properties, right-of-way for ditches for the conveyance of irrigation waters, wherever necessary to deliver said waters to said properties and particularly the following described easements for ditch purposes:

An easement 5 feet in width along the southerly 5 feet of Lots 1 to 5 inclusive, in Block 1;

Block 3 and 4 of Block 1, and an easement 5 feet in width along the common line between Lots 3 and 4 of Block 1, and an easement 5 feet in width along the northerly 5 feet of Block 1, and an easement 5 feet in width along the southerly 5 feet of Lots 1 to 12 inclusive of Block 2, and adjacent to Albright Street;

An easement 5 feet in width along the northerly 5 feet of Lots 14, 15 and 16 of Block 3;

An easement 5 feet in width along the southerly 5 feet of Lots 4 to 13, inclusive, of Block 3, adjacent to Robertson Drive;

An easement 5 feet in width, being 2 1/2 feet on either side of the common line between Lots 1 and 2 and between Lots 3 and 4 of Block 3;

An easement 5 feet in width running in a northerly direction from the common corner of Lots 8 and 9 in Block 3 on Robertson Drive; thence approximately parallel to the common lot line between Lots 9 and 10 of Block 3 to a point on the northerly boundary of said subdivision 100 feet northwesterly from the corner of Lots 9 and 10 of Block 3;

An easement 5 feet in width, being 2 1/2 feet on either side of the common line between Lots 1 and 2 and between Lots 3 and 4 of Block 3;

An easement 5 feet in width along the southerly boundary of the common lot line of Block 3, adjacent to Robertson Drive;

An easement 5 feet in width, being 2 1/2 feet on either side of the common lot line between Lots 17 and 18 and between Lots 23 and 24 of Block 4;

An easement 5 feet in width beginning at a point on the common line between Lots 17 and 18 in Block 4, 80 feet North of the Southeastly corner of Lot 17; thence running parallel to Fairfield Avenue to the common corner of Lots 14 and 15 in Block 4;

An Easement 5 feet in width along the Northerly lot line of Lots 1 to 9 inclusive, of Block 6, adjacent to Fairfield Avenue;

It is the purpose of the foregoing reservation to provide ditches for the conveyance or irrigation water to the various lots in said tract, and to provide means of access to and from said ditches for the users thereof.

VI.

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 or irrigation water, and 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,

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Iron or steel or any other substance of permanent nature.

VII.

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 in said development of subdivision to prosecute any proceedings at law or in equity against the person or person 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 dues for such violation.

VIII.

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 parties have hereunto set their hands and seals this 30 day of June, 1952.

Abrey F. Robertson
William H. Robertson
W. O. Randolph
Evelyn Mae Randolph
A. T. Sorensen
Ruth Sorensen

STATE OF IDAHO)
County of Ada)
ss.)

On this 30 day of June, 1952, before me, the undersigned, a Notary Public in and for said state, personally appeared ABREY F. ROBERTSON and LILLIAN H. ROBERTSON, husband and wife, and W. O. RANDOLPH and EVELYN MAE RANDOLPH, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

W. M. FENWICK
Notary Public for Idaho
Residence: Boise, Idaho

(Seal)

STATE OF IDAHO)
County of Ada)
ss.)

On this 30 day of June, 1952, before me, the undersigned, a Notary Public in and for said state, personally appeared A. T. SORENSEN and RUTH SORENSEN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

W. M. FENWICK
Notary Public for Idaho
Residence: Boise, Idaho

(Seal)