

NOTES
 1. 1/2" Steel bars 20' long
 2. 1/2" Steel bars 20' long
 3. All 10' corners and
 points of curvature.

Denotes easement
 10' wide for utilities and
 drainage.
 Selfback Lines: 20' on Streets,
 5' on side of lots.

CHAMP SUBDIVISION
 A PART OF THE NE 1/4 SEC 6, T33N, R.2E, B.M., ADA COUNTY, IDAHO
 HOFFMANN, FISKE & MILAR
 CONSULTING ENGINEERS

While this is a photographic reproduction of the
 recorded plat, the Company assumes no liability
 for variations, if any, with the original.

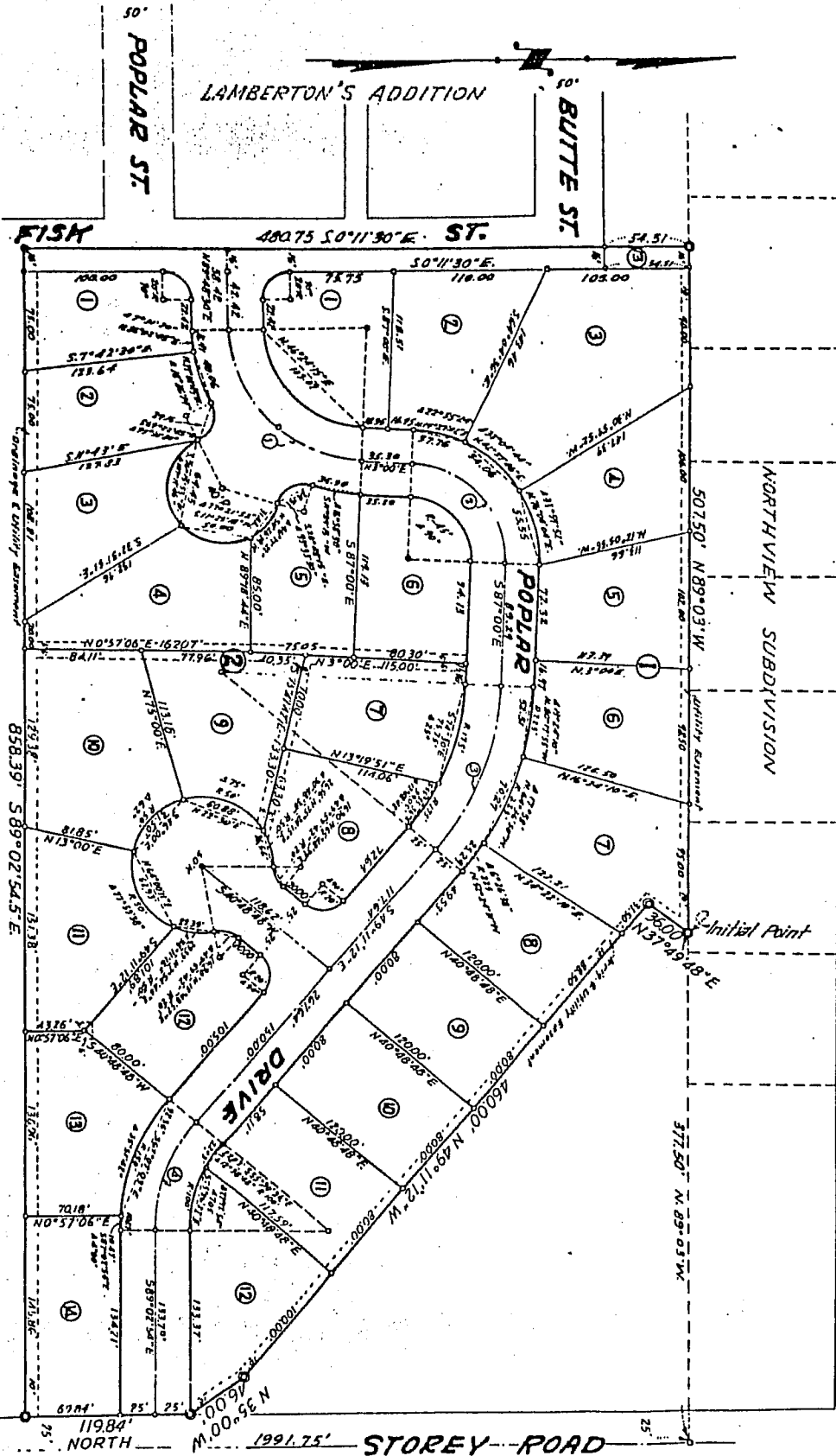
Scale: 1 inch = 60 feet

CURVE DATA (E STREET)

①	A 85°48'30"	T 94.58'	L 151.51'	R 100.00'
②	A 90°00'	T 70.00'	L 109.96'	R 70.00'
③	A 37°48'48"	T 64.50'	L 131.99'	R 200.00'
④	A 39°51'42"	T 43.33'	L 86.96'	R 143.00'

Survey by: Hoffmann-Fiske-Milar
 Consulting Engineers

PLYMOUTH



CRUZEN MOUNTAIN VIEW ADDITION

RESTRICTIVE COVENANTS FOR THE
CHAMP SUBDIVISION.

RESTRICTIVE COVENANTS
Instrument No. 444165
Dated December 24, 1958
Ack'd December 24, 1958
Recorded December 30, 1958
At 8:00 A.M.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned UTAH MORTGAGE LOAN CORPORATION, of Logan, Utah, does hereby certify and declare that all the lands embraced in the CHAMP SUBDIVISION, according to the plat thereof filed in Book 15 of Plats, at page 1029, records of Ada County, Idaho, and any conveyance describing any lot, parcel or plot therein by reference to any number or designation on said plat of said subdivision or otherwise shall be subject to the restrictions, covenants and conditions hereinafter expressed and that by the acceptance of any such conveyance the grantee or grantees therein, their and each of their heirs, executors, administrators, successors or assigns, covenant and agree to and with the undersigned, and its assigns, as to such property described insuch conveyance as follows:

SEC. 1 - General Provisions: The UTAH MORTGAGE LOAN CORPORATION, herein referred to as the "GRANTOR" hereby declares that there is to be established in a general plan for the delvelopment, improvement, maintenance, and protection of the real property embrased in the CHAMP SUBDIVISION, referred to herein as "the Plat," and the Grantor hereby does establish the Protective Restrictions and Covenants, hereinafter called "Restrictions," as set forth in Sections 1 to 15, both inclusive hereof. The Protective Restrictions and Covenants shall attach to and shall pass with the real property hereinabove described, and shall bind all persons who may atany time hereafter and from time to time own or claim any right, title or interest in and to said real property and the successors in title and in interest to said real property, whether acquired through voluntary act or through operation of law.

The term "Grantor" wherever used herein shall refer to UTAH MORTGAGE LOAN CORPORATION, a Utah corporation, or to any person or persons or corporation to whom the right of the Grantor as set forth in the Protective Restrictions and Covenants shall be specifically transferred.

The term "Grantee" wherever used herein shall refer to any person, corporation or association who hereafter shall assert or claim any right, title, claim or interest in and to the said real property whether as successors in title or otherwise, and whether voluntary or by operation of law.

Should the Grantee violate or attempt to violate any of the provisions of these Restrictions, Grantor or any other person or persons owning any real property embraced in the plat shall have full power and authority to prosecute any preceedings at law or in equity against the person or persons violating or attempting to violate any of the said Restrictions, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation.

Invalidation of any provision, sentence or paragraph contained in these Restrictions by judgment or court order shall in no wise affect or invalidate any of the other provisions, but the same shall be and remain in full force and effect.

Sec. 2 - Building Restrictions: A building site shall consist of at least (a) one of the residence tracts as platted on the plat, or (b) a parcel composed of such residence tracts or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of residence tracts as platted in the same block or immediate vicinity.

No building or structure shall be constructed, maintained or permitted

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nor shall there be any building or structure on a building site except a single detached dwelling house to be occupied by no more than one family and not costing less than \$12,000.00, based upon cost levels prevailing on the date hereof and the workmanship and materials substantially the same as can be procured on the date hereof, and containing a floor area in accordance with the provisions of Section 4 hereof, which shall have not less than 1,000 square feet of ground floor area in the case of a one story house and not less than 900 square feet of first floor area in the case of a story and one-half (split level) house, exclusive of garage, open entries, porches and terrances. No two story house nor more than a three car garage shall be allowed on any single residential premises.

As appurtenant to any dwelling house, a private garage, garden house, servants' quarters, pergola, conservatory or structure for the housing of small animals, architecturally in harmony therewith and of permanent construction may be erected within the building limits hereinafter set forth.

SEC. 3 - Building Limits: Unless other wise specifically approved in writing by the Grantor, through its architectural committee hereinafter described, no dwelling house or garage or any part thereof, or any other structure (exclusive of fences) shall be placed nearer to the front or street line of the building site on which it is located than twenty feet, nor nearer to the side line of said site than five feet, nor nearer to the side street line than twenty feet, nor nearer to the rear line of said site than ten feet, each distanced respectively, measured at the closest point of said structure to said front or street line, side line, side street line, or rear line, provided nevertheless, that in Lot 1 of Block 2 the side line set-back from Fisk Street shall be five feet, the minimum front set-back line of Lot 12 of Block 1 and Lot 14 of Block 2 shall be ten feet if approved by the said architectural control committee, and that all the houses shall front on Poplar Drive on any lot in said subdivision. No dwelling shall be erected or placed on any building site which has a width of less than sixty feet at the minimum building set-back line, nor which has an area of less than 6,000 square feet.

Where it is architecturally possible it is recommended all garages be incorporated and made a part of the dwelling house. Where a garage is not so incorporated, no portion of the separate garage shall be nearer the front building line than the rear line of the house.

For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of a building, but Grantor through its said architectural committee may waive this provision, providing such projections are not detrimental to other tracts or buildings and are first approved in writing by the Grantor through its said architectural committee in the manner provided in Section 4 hereof.

SEC. 4 - Approval of Plans by Grantor: All buildings to be erected on building sites embraced in the plat must be approved by the Grantor through its architectural committee, hereinafter called "Committee," exercising the rights reserved herein. Complete plans and specifications of all proposed buildings, and structures, together with a detailed plan showing proposed location on the particular building site, shall be submitted to the Committee before construction or alteration is started, and such construction or alterations shall not be commenced until written approval thereof is given by the Committee. As to all improvements, construction and alterations upon building sites, the Committee shall have the right to refuse to approve any design, plan, floor area or color for such improvements, construction or alterations which is not suitable or

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desirable, in its opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to be erected, the harmony thereof with the surroundings and effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all other factors which, in the Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as so approved. No fence, wall or screening shrubbery shall be erected, placed or altered on any lot nearer to any street than the minimum building line set-back unless approved as herein provided.

The architectural control committee shall be composed of F. W. Champ, R. R. Coolbaugh and E. G. Osterberg, and their successors, which committee has been and shall be in the future appointed by the Board of Directors of Grantor herein. Said Committee may designate a representative to act for it, and in the event of death or resignation of any member the remaining members may act with full authority until a successor is designated. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to these agreements, nor shall Grantor incur any liability by reason of any act or omission of such committee. At any time the then recorded owners of 75 per cent of the lots shall have the power through a duly recorded written instrument to change the membership of said Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Should the Committee or its designated representative fail to approve or disapprove within 30 days any plans or specifications submitted to it, or in any event, if no suit to enjoin the construction of a house has been commenced prior to the completion of said house, approval shall not be required and the related covenants herein shall be deemed to have been complied with.

SEC. 5 - 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.

No working or commercial vehicles of 3/4 ton or greater or trailers, shall regularly or as a matter of practice be parked upon any building site nor on the street adjacent thereto, unless properly garaged.

SEC. 6 - Walls and Water System: No individual water supply systems shall be permitted on any lot unless the same has been designed, located and constructed in accordance with the requirements of the Idaho Department of Public Health and with written approval of the Boise City - Ada County Health Department. No sewer pipeline or drain field shall be installed within the building lines of any lot closer than at its nearest point 10 feet to a water main, no seepage pit closer than 20 feet to a water main, and no cess-pool closer than 30 feet to a water main, as said mains are actually installed in the ground.

SEC. 7 - Bathroom, Sink and Toilet Conveniences: All bathroom, sink, and toilet facilities shall be inside the dwelling house and shall be connected by underground pipes with a sewage disposal system of a design,

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location and construction approved by the City of Boise, Ada County and State of Idaho health authorities. The drains from the system shall be kept within the building limits of each building site, except disposal systems are preferable located in front of the house even if outside of building limits, and effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the Health authorities. In the event that a sewer line is constructed on the adjacent front or side street to, or along any lot line of a building site upon which a dwelling house is located, said facilities within 120 days shall be connected at Grantee's expense.

SEC. 8- Fences and Hedges: No fence, hedge or boundary wall situated anywhere upon any building site shall have a height greater than 6 feet or such lesser height as the Grantor through its architectural committee may specify above the finished graded surface of the ground, nor shall any such item situated upon any building site between the front building line and the front lot line of the site have a height greater than 4 feet above the finished ground, unless written permission of the architectural committee is first obtained.

SEC. 9 - Nuisances: No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any business or professional activities; and no noxious or undesirable act, or undesirable use of any portion of the real property, shall be permitted or maintained. The determination by the Grantor that any activity or use is undesirable or noxious shall be conclusive upon all parties.

SEC. 10 - Billboards and Signs: No signs or billboards of any kind or for any use shall be erected, painted, or displayed upon any of the real property. The names of resident owners of buildings sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Grantor. The Grantor reserves the right to display signs during the period the Grantor or its authorized agent is selling building sites.

SEC. 11 - Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, mining operations or excavations for the removal of sand or gravel or other such materials of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected or permitted upon any lot.

SEC. 12 - Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

SEC. 13 - 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 and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SEC. 14 - Prosecution of Construction Work: The construction of any dwelling house or structure shall be prosecuted diligently and continuously from time of commencement thereof until such dwelling house or structure is fully completed as to external appearance, including finished painting, within eight months from date of commencement of construction, unless prevented by causes beyond the control of the

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Grantee and only for such time that any such cause continues.

SEC. 15 - Term of Restrictions: These Restrictions 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, for a period of 25 years, from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 75% of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

The Grantor for itself, its licensees, successors and assigns, does hereby reserve all right, title and interest in, and full power to vacate and relocate within areas as shown on the plat or received in any deed of Grantors by instrument filed of record on platted land now in Grantor's name, a right of way and easement for installation, maintenance and operation of utilities of any type and drainage and all incidences and appurtenances thereof, over, on and across the above described real property as shown on the plat or reserved in any deed of Grantors, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby reserved, and all rights and privileges incident thereto including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of the electrical or telephone system and Grantor further reserves to itself the right and power to vacate and re-locate, or to plat new streets, by instrument filed of record, any street and alley as long as the same is adjacent to property still owned by Grantor and provides an adequate roadway in place of any vacated. Provided, nevertheless, an additional easement, other than platted, 5 feet in width is hereby reserved along all street lines for the purpose of installation and maintenance of such public utilities, drainage and irrigation facilities as shall be necessary, convenient or desirable for the Grantees and owners of such lots; and an easement 10 feet in width is also reserved for the same purpose along the entire Westerly boundary of Lots 1, 2 and 3 of Block 1, and also on the Westerly and Easterly boundaries of Lot 13 of Block 1 and also along the Northerly boundary of Lot 13 of Block 1.

IN WITNESS WHEREOF, The Grantor has caused its corporate name to be hereunto subscribed by its President and Secretary and its corporate seal to be affixed by its Secretary the 24 day of December, 1958.

(SEAL)

UTAH MORTGAGE LOAN CORPORATION

BY Frederick P. Champ
President
Franklin D. Richards
Secretary

Acknowledged by Frederick P. Champ and Franklin D. Richards, President and Secretary, respectively, of the Corporation, before Eric G. Osterberg, N.P. for the State of Idaho, Residing at Boise, Ack. in Ada Co., Idaho. (SEAL)