

FLAT SHOWING
CLEARVUE ESTATES SUBDIVISION
U.S. SECTIONS 3 & 4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 19, T4N, R1E, B.M. ADAM COUNTY, IDAHO
- 1972 -



NOTES

- SETBACK FROM BOISE RIVER MEAN HIGH WATER LEVEL (6500 CFS) - 100' WIDE. RECREATIONAL STRUCTURES MUST BE INSTALLED AT LEAST 100' FROM MEAN HIGH WATER LEVEL. APPROVED BY BUILDING REVIEW COMMITTEE & ADA COUNTY PLANNING COMMISSION. DRAIN FIELDS FOR SEPTIC TANKS MUST BE LOCATED AT LEAST 300 FT. AWAY FROM MEAN HIGH WATER LEVEL AND MUST BE INSTALLED ABOVE RIVER WATER LEVEL.
- INTERMEDIATE REGIONAL FLOOD PLAIN BOUNDARY AND ROADS OR DRIVEWAYS BETWEEN THIS LINE AND BOISE RIVER SHALL BE CONSTRUCTED ON FILL PLACED TO AT LEAST FLOOD PLAIN BOUNDARY ELEVATIONS.
- PUBLIC UTILITIES, IRRIGATION & DRAIN DITCH, WARM SPRINGS SLOUGH, EASEMENTS SEE CERTIFICATE OF OWNERS.
- BUILDING SETBACKS
30 FEET FROM PRESENT OR FUTURE FRONT LOT OR STREET LINE
10 FEET FROM INTERIOR BLOCK LINE
5 FEET FROM INTERIOR SIDE LOT LINE
25 FEET FROM ANY SIDE STREET LINE
FOR APURTANCE TO ANY DWELLING HOUSE - SEE COVENANTS AND REGULATIONS
- IRRIGATION WATER ALLOCATION
76 MINERS INCHES FROM SETTLERS IRRIGATION DISTRICT CANAL THROUGH ZINGER LATERAL
MINERS INCHES TOTAL INCHES
BLOCK 1 THRU 12 4.5 54
13 2.0 2
14 THRU 16 4.0 12
17 2.0 2
18 2.0 2
19 2.0 2
20 2.0 2
21 2.0 2
22 2.0 2
23 2.0 2
24 2.0 2
25 2.0 2
26 2.0 2
27 2.0 2
28 2.0 2
29 2.0 2
30 2.0 2
TOTAL 76

WATER RIGHTS ESTABLISHED BY RIGHT OF USAGE FROM WARM SPRINGS SLOUGH AND A DRAIN DITCH ARE DIVIDED IN PROPORTION TO ACREAGE IRRIGATED BY THESE SOURCES OF WATER FOR EACH REMAINING BLOCK FROM NO.13 TO NO.30 INCLUSIVE.

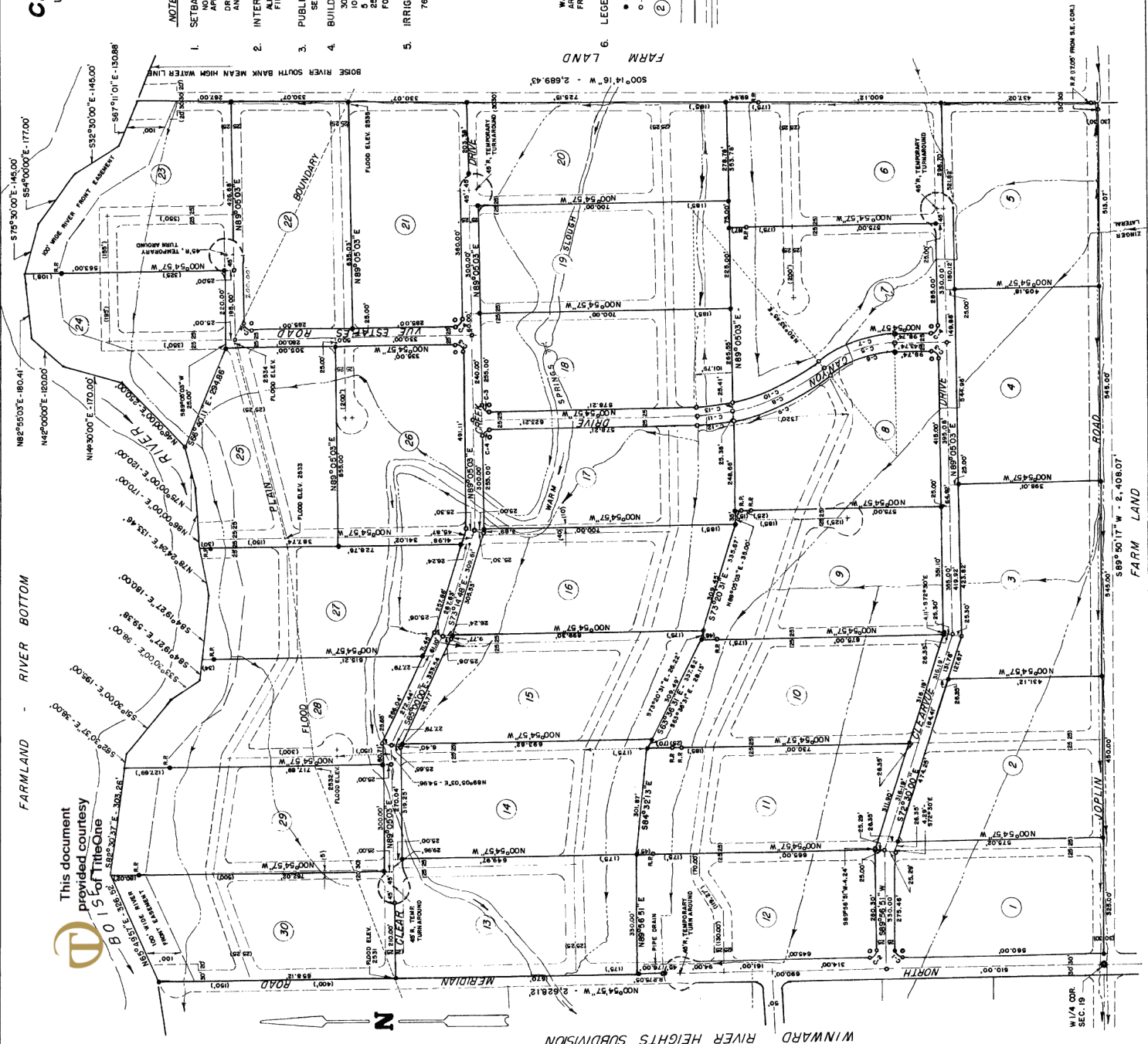
LEGEND

- 5/8" X 30" REBAR SET
- 1/2" X 24" REBAR SET
- ② BLOCK NUMBER
- DITCH & DIRECTION OF DRAINAGE
- 5 ACRE BLOCK LINES AND PRESENT STREETS
- FUTURE STREETS

TABLE OF CURVE DATA

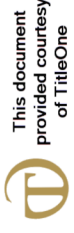
C	R	Δ	T	L	CHORD	CHD BEARING
1	20.00'	90°51'48"	20.30'	31.72'	88.50'	S44°30'57"W
2	20.00'	95°08'15"	19.70'	31.11'	88.07'	S45°53'03"E
3	20.00'	90°00'00"	20.00'	31.45'	88.88'	N46°40'05"E
4	20.00'	90°00'00"	20.00'	31.45'	88.88'	N46°40'05"E
5	18.31'	38°31'18"	10.23'	15.90'	20.00'	N10°10'35"W
6	18.31'	38°31'18"	10.23'	15.90'	20.00'	N10°10'35"W
7	18.31'	38°31'18"	10.23'	15.90'	20.00'	N10°10'35"W
8	18.31'	38°31'18"	10.23'	15.90'	20.00'	N10°10'35"W
9	18.31'	38°31'18"	10.23'	15.90'	20.00'	N10°10'35"W
10	5.7772'	88°22'28"	1.4604'	2.8518'	2.8518'	N25°15'03"W
11	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
12	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
13	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
14	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
15	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
16	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
17	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
18	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
19	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
20	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
21	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
22	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
23	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
24	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
25	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
26	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
27	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
28	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
29	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W
30	6.0272'	87°54'34"	1.5474'	3.0295'	2.9977'	N25°02'17"W

* AFFIDAVIT #101008438
"FUTURE STREETS" VACATED AND
PORTIONS OF "TEMPORARY TURNAROUNDS"
VACATED



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Boise TitleOne

PLAT OF CLEARVUE ESTATES SUBDIVISION



This document provided courtesy of TitleOne

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, E. Louise Reynolds, sole and separate owner, Richard M. and Myrtle W. Michel, husband and wife, Bert E. and Dorothy M. Ferguson, husband and wife, are the owners of a certain tract of land to be known as CLEARVUE ESTATES SUBDIVISION, as shown on this plat and described as follows:

Lots 3 and 4 and the SE 1/4 of the NW 1/4 of Section 19, T4N, R1E, B.M., Ada County, Idaho, being more particularly described as follows:

Commencing at the West 1/4 Section Corner of Section 19, T4N, R1E, B.M., which is also the East 1/4 Section Corner of Section 24, T4N, R1W, B.M., Ada County, Idaho, which is marked by an iron pin and is the REAL POINT OF BEGINNING; thence N00°54'57"W, 2,628.12 feet along the boundary line between said Sections 19 & 24, which is also along the centerline of North Meridian Road, and North Meridian Road extended, to an iron pin on the southerly bank at the mean high water line of the Boise River; thence meandering easterly along the mean high water line of the southerly bank of the Boise River as presently referenced by points with such points being connected by the following described chord bearings and distances in feet: N65°49'57"E, 326.52 feet; S82°30'37"E, 303.26 feet; S82°30'37"E, 38 feet; S51°30'00"E, 195.00 feet; S33°30'00"E, 98.00 feet; S84°19'27"E, 59.38 feet; S84°19'27"E, 180.00 feet; N78°24'24"E, 133.46 feet; N86°00'00"E, 170.00 feet; N75°00'00"E, 120.00 feet; N46°00'00"E, 250.00 feet; N14°30'00"E, 170.00 feet; N42°00'00"E, 120.00 feet; N82°55'03", 180.41 feet; S75°30'00"E, 145.00 feet; S54°00'00"E, 177.00"; S32°30'00"E, 145.00 feet; S67°11'01"E, 130.88 feet; thence departing from the river bank S00°14'16"W, 2,689.43 feet to an iron pin; thence S89°50'17"W, 2,408.07 feet to the REAL POINT OF BEGINNING, comprising 151.401277 acres.

The owners do hereby dedicate to the use of the public, the streets as shown, and the utility and irrigation easements on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for public utilities, and irrigation users, and no permanent structures are to be erected within the lines of said easements.

We hereby dedicate for public use for street purposes those certain strips of land designated as "future street" and shown on said plat in dotted lines and so labeled, reserving to ourselves for the use of ourselves and successive owners of the respective blocks and/or lots shown on said plat, within which said strips lie, any and all ordinary uses of said land except the erection or construction thereon of any structure not ordinarily placed in public streets, until such time as the proper legislative body shall order or authorize the opening of said street for public use.

A 10 foot wide easement is hereby provided along and adjacent to all present block and street lines, and also along and adjacent to all future block and/or lot and street lines, for installation, operation, maintenance, and future replacement of utilities, irrigation and drainage required to serve the various properties in this subdivision. A setback of 100 feet from the Boise River, and flood plain boundary building elevation restrictions are hereby established and are shown on the front drawing side of this plat, and a 10 foot wide easement centered along all present irrigation ditches shall be maintained until such time as ditches may be moved or straightened to run along adjacent to property block and/or lot lines, and shall also include a 50 foot wide easement centered along the Warm Springs Slough.

Existing water rights are administered presently by the Settlers Canal Irrigation District, and are here-with divided among the blocks in this subdivision as shown by the notes on the front drawing side of this plat.

IN WITNESS WHEREOF, We have hereunto set our hands this 28th day of August, 1972

E. Louise Reynolds
E. Louise Reynolds
Dorothy M. Ferguson
Dorothy M. Ferguson
Richard M. Michel
Richard M. Michel
Bert E. Ferguson
Bert E. Ferguson

NOTE: Michels are joint deed owners of record, E. Louise Reynolds is purchasing under contract from Michels, Fergusons are joint deed owners of record of Block 12.

ACKNOWLEDGMENTS

STATE OF IDAHO
COUNTY OF ADA

On the 7th day of September, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared E. Louise Reynolds, known to me to be the person whose name is subscribed to and acknowledged to me that she executed the same

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

Myrtle W. Michel
Notary Public for the State of Idaho
My Commission Expires 7-23-76
Residing at Boise, Idaho



STATE OF IDAHO
COUNTY OF ADA

On the 28th day of August, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard M. Michel and Myrtle W. Michel, known to me to be the persons whose names are subscribed to the foregoing, 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 first above written

Myrtle W. Michel
Notary Public for the State of Idaho
My Commission Expires 7-23-76
Residing at Boise, Idaho



STATE OF IDAHO
COUNTY OF ADA

On the 28th day of October, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared Bert E. Ferguson and Dorothy M. Ferguson, known to me to be the persons whose names are subscribed to the foregoing, 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 first above written.

Bert E. Ferguson
Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires 7-23-76



CERTIFICATE OF ENGINEER

I, CARLYLE W. BRIGGS, do certify that I am a professional engineer, licensed by the State of Idaho, and that the plat of CLEARVUE ESTATES SUBDIVISION as described in the Certificate of Owners and as shown on 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

Carlyle W. Briggs
County Engineer



CERTIFICATE OF COUNTY ENGINEER

I, ELMER E. SONNIVILLE, County Engineer for Ada County, Idaho, do hereby certify that I have checked this plat, and that it complies with the State of Idaho Code relating to plats and surveys.

Date 2 Oct 1972
Elmer E. Sonnvill
County Engineer



APPROVAL OF BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 8 day of Oct, 1972, by the Board of County Commissioners of Ada County, Idaho.

Chairman: John B. Schickel

COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO, COUNTY OF ADA, ss

Filed for record at the request of E. Louise Reynolds, at 3.3 Minutes past 1 o'clock PM this 8th day of October, 1972. CLARENCE A. PLANTING, Recorder
By Clarence A. Planting Deputy

INSTRUMENT NO. 229099

Master

28/1773

PROTECTIVE COVENANTS AND REGULATIONS
CLEARVUE ESTATES SUBDIVISION
Dated: October 19, 1972
Recorded: December 8, 1972
Instrument No. 329100

1. GENERAL PROVISIONS: Grantors hereby certify that they have established, and do hereby establish, a general plan for the development, improvement, maintenance and protection of the real property embraced in CLEARVUE ESTATES SUBDIVISION, the same being U.S. Lots 3 and 4 and the SE½ of the NW¼ of Section 19, T. 4 N., R. 1E, B.M., Ada County, Idaho; and have established and do hereby establish, these Protective Regulations for the benefit of all persons who may hereafter become the owners of lots in said CLEARVUE ESTATES SUBDIVISION; all of which lots are hereby declared to be subject to these Protective Covenants and Regulations which shall attach to and run with the land; and each and every part and parcel thereof and shall bind all persons who may, at any time, and from time to time, own said property, or any part thereof, and their respective personal representatives, heirs, or successors in interest.

These protective regulations shall be deemed to be fully and sufficiently described or incorporated into any instrument or conveyance by designating and referring to the same at the "Protective Covenants and Regulations of Clearvue Estates Subdivision."

The term "Grantor" hereafter used in the regulations shall refer to E. Louise Reynolds, sole & separate owner. The term "Grantee" hereinafter used herein shall refer to any purchaser of a block or blocks or a lot or lots in Clearvue Estates Subdivision and to said purchaser's successors in interest and assigns.

2. LAND USE: All of the blocks in said subdivision shall be known and described as residential blocks, and said blocks or any part thereof, or any structures placed thereon, shall not be used for commercial purposes, but the use of said blocks shall be limited and restricted to single or multiple family dwellings which shall not exceed 2½ stories in height and attached, semi-detached or detached private garage or carports for not more than four cars, and other out-buildings incidental to a suburban acreage or urban residential use as contemplated by the Ada County subdivision ordinance.

3. BUILDING LOCATIONS: No building shall be located on any lot nearer than 30 feet from the present or future front lot or street line or nearer than 10 feet to any interior block line, or nearer than 5 feet to any future interior lot line, or nearer than 25 feet to any side street line, each distance respectively, measured at the closest point of said structure to said present or future front, street or side lot or block line.

(continued)

As an appurtenance to any dwelling house, a private garage, garden house or structure for the purpose of housing not more than 5 horses or 10 cows may be erected within the building limits herein set forth, and architecturally in harmony therewith of the permanent house for only no long a time as the block shall remain unsubdivided. 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 front 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 neighboring residence building or individual domestic well, also no unpainted metal building will be allowed on any of the said blocks or lots.

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

4. BUILDING SIZE: No dwelling cost less than \$20,000.00 (excluding lot) based upon cost levels prevailing on the date this Declaration is recorded, shall be erected or placed on any building lot and the ground floor area of the main structure, exclusive of one-story open porches, terraces and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 1,000 square feet for a split-level dwelling, and the Architectural Committee shall have final jurisdiction as to the minimum value of any structure constructed on any lot in the subdivision, it being the intent of the developer to keep compatibility and conformity in the design and value to all improvements in the subdivision.

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

6. WORK PROSECUTION: The construction of all buildings or 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 completion is prevented by causes beyond the control of the grantee.

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

that an owner actually building a residence can occupy temporary living facilities for not more than one year.

8. LIVESTOCK: No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and except that not more than 10 head of livestock may be kept so long as their keeping is offensive to other residence in the subdivision, and except that poultry may be kept on Lot 12, so long as their keeping is not offensive to other residents in the subdivision.

9. FENCES: No fence higher than 4 feet shall be installed or maintained along the front lot line, nor along the side lines from the front lot line to front building line, and no fence higher than 6 feet shall be installed or maintained along the rear lot line or side lot lines from the front building line to the rear lot line.

10. DRIVEWAYS: Any driveway constructed on any of said lots shall have a pipe thereunder at least 10 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 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 therefore 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.

11. DOMESTIC WATER: 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.

12. EASEMENTS: Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved for location at any suitable place in said tract, and along lot and block boundaries as shown on the subdivision plat.

13. NUISANCES: No noxious or offensive activity shall be carried on upon any tract, nor shall anything to be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. 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 unless adequate easement is obtained from an adjacent lot or block owner, as for example, where drain fields are required to be located away from the river. Approval of all sewage disposal systems installed shall be obtained from the Central Health District and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

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

15. TRASH: No tract, block or 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.

16. MOVED BUILDINGS: No building shall be moved onto any building site until the approval of the Architectural Control Committee shall have been given in writing, as to the quality, style, and type thereof.

17. 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, and for the construction of roads and streets in the subdivision.

18. ARCHITECTURAL CONTROL: That 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, and as to value as related in paragraph 4 thereof. 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 provided in Paragraph 19 hereof.

19. ARCHITECTURAL CONTROL COMMITTEE: There is hereby created a committee to be known as the Architectural Control Committee, composed of three members, two of whom shall be E. Louise Reynolds and Howard E. Reynolds, and a third member shall be selected by the two named. The two first named committee members, or their designees, shall hold office until homes are placed on all blocks in Clearvue Estates Subdivision. The third member shall hold office for one year. Thereafter, the third member of the committee shall be elected annually by a majority vote of the then residents of said subdivision who cast ballots. After homes have been placed on all blocks, all three members of the Architectural Control Committee shall be elected by a majority vote of the then owners of said lots who cast a ballot; one member to hold office for one year, the second member to hold office for two years, and the third member to hold office for three years, and thereafter one member shall be elected to such committee annually.

A majority of the committee may designate a representative to act for it. In the event of death, resignation, or sale of all property in the subdivision by any member of the committee, the remaining members shall have full authority to designate a successor who shall complete the unexpired term of the committee member whom he replaces.

Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

20. ARCHITECTURAL CONTROL PROCEDURE: The plans and specifications for any building to be constructed within said subdivision shall be first submitted to said Architectural Control Committee and the actual construction thereof deferred until approval of the committee has been given; provided, however, that should said committee express neither approval or rejection, its failure to pass upon said application, in writing, for a continuous period of thirty days, shall be construed as consent to the proposed construction.

The Architectural Control Committee shall have and hereby is granted the right to refuse to approve any design, plan, color or type of construction which it deems unsuitable or undesirable for any reason, aesthetic or otherwise. In passing upon such design, said committee shall exercise reasonable judgment, shall have the right to take into consideration the suitability, type of structure,

material of which it is to be constructed, as well as the exterior color and the harmony thereof with the immediate surroundings.

21. WAIVERS: The Architectural Control Committee shall also have the right to waive minor infractions of these regulations if in the particular circumstances where the waiver is sought, the same may be granted without discrimination and with out adversely affecting the aesthetic appeal of the subdivision, but such waivers shall in nowise be construed as an approval of future infractions of these regulations.

22. TERM OF REGULATIONS: These building regulations and covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until December 31, 1982, at which time said regulations 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, blocks or lots, by an instrument or instruments in writing, only signed and acknowledged by them shall then, terminate or amend said Protective Covenants and Regulations and such termination or amendment shall become effective upon 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 references by volume and page numbers, or instrument numbers, to the record of the Plat and the record of this Deed in which these Protective Covenants and Regulations are set forth, and all amendments hereof. Any amendment of these regulations may be made at any time in the same manner as an extension thereof to be accomplished as hereinabove provided for.

23. ENFORCMENT PROVISIONS: If any person shall, at any time, violate or attempt to violate any provision of these protective covenants and regulations, every other person owning any real property within the subdivision shall have the right to prosecute any proceedings at law or in equity against the alledged violator, either to enjoin him from further violation, or to recover damages for past violations.

24. SEVERABILITY: These protective covenants and regulations are hereby declared severable, and any invalidation of any provisions, sentence or

(continued)

paragraphs hereof, which shall remain in full force and effect.

25. EXCEPTIONS: The foregoing code of restrictive covenants shall apply to all properties within the Clearvue Estates Subdivision excepting such lots or blocks as may be designated by Grantors to be used strictly for the storage of boats, boat trailers, camp trailers, travel trailers, snowmobiles, or any similar property. Grantors shall have the right to use such lots as a base for operations for such heavy equipment as may be necessary or appropriate during the development period.

IN WITNESS WHEREOF: these protective covenants and regulations have been duly executed and thereby placed in effect.

IN WITNESS WHEREOF: I have set my hand this 19th day of October, 1972.

ADDENDUM NUMBER ONE
CLEARVUE ESTATES SUB.
DATED: MAY 21, 1973
RECORDED: JULY 2, 1973
INSTRUMENT NO. 852412

EXEMPT COPY

ADDENDUM NUMBER ONE

Covenants and restrictions: For the benefit of the premises and for the purposes of keeping an unobstructed view from the premises looking North, the adjoining tract (meaning the South 150 feet of Block 18 of CLEARVUE ESTATES SUBDIVISION, according to the official plat thereof, on file in Book 20 of Plats, at Page 1773, records of Ada County, Idaho) is hereby expressly made subject to the covenants and restrictions following:

1. No obstruction of any kind (including but not limited to any structure, building, wall, pole or fence and to any shrub or tree) shall be placed or maintained (including but not limited to erected or installed or stored or planted or grown or permitted or allowed) on the adjoining tract: (1) which is closer than 15 feet to the common boundary between the premises and such adjoining tract; and (2) which is more than 4 feet in height above the ground level of the premises.
2. The buyer shall pay towards the cost of erecting a fence parallel with and approximately 15 feet North of the common boundary between the premises and such adjoining tract an amount equal to cost thereof \$300.00.

Each and all of the foregoing covenants and restrictions are intended as and shall be construed as covenants running with the land.

The undersigned agree that if the foregoing option agreement is exercised, then all necessary legal instruments shall be executed and recorded to place into effect the covenants and Restrictions set forth above in this Addendum Number One.

DATED: MAY 21, 1973

SIGNED _____

Date of Amendment: 7/19/95
Date of Recording: 8/14/95
Instrument No.: 95056991
Prior Instrument No.: 829100

95056991
Clearvue Estates
ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

FIRST AMENDMENT TO AND RESTATEMENT OF
THE PROTECTIVE COVENANTS AND REGULATIONS
OF CLEARVUE ESTATES SUBDIVISION

*NOTARY NOTED

'95 AUG 14 PM 2 35

2700 *J. Navarro*

Declaration of Amendment and Restatement: This First Amendment to and Restatement of the Protective Covenants and Regulations of Clearvue Estates Subdivision (hereafter "First Amendment and Restatement") modifies the Protective Covenants and Regulations of Clearvue Estates Subdivision dated October 19, 1972 (hereafter "original Protective Covenants and Regulations of Clearvue Estates Subdivision") pursuant to the provisions of Paragraph 22 below inasmuch as it is approved by the owner or owners of the legal title to not less than two-thirds of the platted blocks or lots, by this written instrument, signed and acknowledged by said owners. This First Amendment and Restatement applies to all real property within the Clearvue Estates Subdivision as platted in Book 28 of plats at pages 1773 and 1774 in the records of Ada County, Idaho. There are at this date thirty (30) such properties platted which shall hereafter be referred to as "blocks".

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1. GENERAL PROVISIONS: Grantors hereby certify that they have established, and do hereby establish, a general plan for the development, improvement, maintenance and protection of the real property embraced in CLEARVUE ESTATES SUBDIVISION, the same being U.S. Lots 3 and 4 and the SE 1/4 of the NW 1/4 of Section 19, T4N., R1E, B.M., Ada County, Idaho; and have established and do hereby establish, these Protective Regulations for the benefit of all persons who may hereafter become the owners of blocks or lots in said CLEARVUE ESTATES SUBDIVISION; all of which blocks or lots are hereby declared to be subject to these Protective Covenants and Regulations which shall attach to and run with the land; and each and every part and parcel thereof and shall bind all persons who may, at any time, and from time to time, own said property, or any part thereof, and their respective personal representatives, heirs, or successors in interest.

These protective regulations shall be deemed to be fully and sufficiently described or incorporated into any instrument or conveyance by designating and referring to the same as the "Protective Covenants and Regulations of Clearvue Estates Subdivision."

The term "Grantor" hereafter used in the regulations shall refer to E. Louise Reynolds, sole and separate owner. The term "Grantee" hereinafter used herein shall refer to any purchaser of a block or blocks or a lot or lots in Clearvue Estates Subdivision and to said purchaser's successors in interest and assigns.

2. LAND USE: A block may be not be subdivided. In no case may a dwelling house be constructed on a lot smaller than 3.5 contiguous acres. All of the blocks or lots in said subdivision shall be known and described as residential blocks or lots, and said blocks or lots or any part thereof, or any structures placed thereon, shall not be used for commercial purposes, but the use of said blocks or lots shall be limited and restricted to single family dwellings which shall not exceed 2-1/2 stories in height and attached, semi-detached or detached private garage or carports for not more than four cars, and other out-buildings incidental to a suburban acreage or urban residential use as contemplated by the Ada County subdivision ordinance.

3. BUILDING LOCATIONS: No building shall be located on any block or lot nearer than 30 feet from the present or future front block or lot or street line or nearer than 10 feet to any block or lot line, or nearer than 5 feet to any future block or lot line, or nearer than 25 feet to any side street line, each distance respectively, measured at the closest point of said structure to said present or future front, street or side lot or block line.

As an appurtenance to any dwelling house, a private garage, garden house or structure for the purpose of housing not more than 5 horses or 10 cows may be erected within the building limits herein set forth, and architecturally in harmony therewith of the permanent house for only so long a time as the block shall remain unsubdivided. 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 front 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 neighboring residence building or individual domestic well, also no unpainted metal building will be allowed on any of the said blocks or lots.

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

4. BUILDING SIZE: No dwelling shall be erected or placed on any building block or lot which has a ground floor area of the main structure, exclusive of one-story open porches, terraces and garages, of less than 2,000 square feet of finished livable space for a one-story dwelling, nor less than 2,000 square feet of finished livable space for a split-level dwelling, and the Architectural Control Committee shall have final jurisdiction as to the minimum value of any structure constructed on any block or lot in Clearvue Estates Subdivision, it being the intent to keep compatibility and conformity in the design and value to all improvements in the subdivision.

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

6. WORK PROSECUTION: The construction of all buildings or 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 completion is prevented by causes beyond the control of the grantee.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any block or lot at any time as a residence either temporarily or permanently, except that an owner actually building a residence can occupy temporary living facilities for not more than one year.

8. LIVESTOCK: No animals, livestock, poultry, dogs, cats or other household pets of any kind shall be raised, bred or kept on any tract for any commercial purpose (excluding incidental transactions). No more than 10 head of livestock may be kept and only so long as their keeping is not offensive to other residents in the subdivision.

9. FENCES: No fence higher than 4 feet shall be installed or maintained along the front block or lot line, nor along the side lines from the front block or lot line to front building line, and no fence higher than 6 feet shall be installed or maintained along the rear block or lot line or side block or lot lines from the front building line to the rear block or lot line.

10. DRIVEWAYS: Any driveway constructed on any of said blocks or lots shall have a pipe thereunder at least 10 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 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 therefore 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.

11. DOMESTIC WATER: 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.

12. EASEMENTS: Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved for location at any suitable place in said tract, and along lot and block boundaries as shown on the subdivision plat.

13. NUISANCES: No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. 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 unless adequate easement is obtained from an adjacent lot or block owner, as for example, where drain fields are required to be located away from the river. Approval of all sewage disposal systems installed shall be obtained from the Central District Health Department and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

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

15. TRASH: No tract, block or 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.

16. MOVED BUILDINGS: No building shall be moved onto any building site until the approval of the Architectural Control Committee shall have been given in writing, as to the quality, style, and type thereof.

17. 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, and for the construction of roads and streets in the subdivision.

18. ARCHITECTURAL CONTROL: That no building shall be erected, placed, or altered on any block or 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 block or lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Paragraph 19 hereof.

19. ARCHITECTURAL CONTROL COMMITTEE: There is hereby created a committee to be known as the Architectural Control Committee, composed of three members. All three members of the Architectural Control Committee shall be elected by a majority vote of the owners of said blocks or lots who cast a ballot. Members are to hold office for a term of three years.

A majority of the committee may designate a representative to act for it. In the event of death, resignation, or sale of all property in the subdivision by any member of the committee, the remaining members shall have full authority to designate a successor who shall complete the unexpired term of the committee member whom he replaces.

Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

20. ARCHITECTURAL CONTROL PROCEDURE: The plans and specifications for any building to be constructed within said subdivision shall be first submitted to said Architectural Control Committee and the actual construction thereof deferred until approval of the committee has been given; provided, however, that should said committee express neither approval or rejection, its failure to pass upon said application, in writing, for a continuous period of thirty days, shall be construed as consent to the proposed construction.

The Architectural Control Committee shall have and hereby is granted the right to refuse to approve any design, plan, color or type of construction which it deems unsuitable or undesirable for any reason, aesthetic or otherwise. In passing upon such design, said committee shall exercise reasonable judgment, shall have the right to take into consideration the suitability, type of

structure, material of which it is to be constructed, as well as the exterior color and the harmony thereof with the immediate surroundings.

21. WAIVERS: The Architectural Control Committee shall also have the right to waive minor infractions of these regulations if in the particular circumstances where the waiver is sought, the same may be granted without discrimination and without adversely affecting the aesthetic appeal of the subdivision, but such waivers shall in nowise be construed as an approval of future infractions of these regulations.

22. TERM OF REGULATIONS: These building regulations and covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them; unless the owner or owners of the legal title to not less than two-thirds of the platted residence tracts, blocks or lots, by an instrument or instruments in writing, only signed and acknowledged by them shall then, terminate or amend said Protective Covenants and Regulations and such termination or amendment shall become effective upon 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 references by volume and page numbers, or instrument numbers, to the record of the Plat and the record of this Deed in which these Protective Covenants and Regulations are set forth, and all amendments hereof. Any amendment of these regulations may be made at any time in the same manner as an extension thereof to be accomplished as hereinabove provided for.

23. ENFORCEMENT PROVISIONS: If any person shall, at any time, violate or attempt to violate any provision of these protective covenants and regulations, every other person owning any real property within the subdivision shall have the right to prosecute any proceedings at law or in equity against the alleged violator, either to enjoin him from further violation, or to recover damages for past violations.

24. SEVERABILITY: These protective covenants and regulations are hereby declared severable, and any invalidation of any provisions, sentence or paragraphs hereof, which shall remain in full force and effect.

25. EXCEPTIONS: The foregoing code of restrictive covenants shall apply to all properties within the Clearvue Estates Subdivision as platted in Book 28 of plats at pages 1773 and 1774 in the records of Ada County, Idaho without exception.

26. NOTICE: Notice of elections to the Architectural Control Committee, of legal action to be commenced by the Architectural Control Committee, or of a proposed amendment, termination or any other modification of this First Amendment or any subsequent amendment shall be given in writing to each owner of real property within the Clearvue Estates Subdivision at least fourteen (14) calendar days prior to said elections, commencement of legal action or vote on amendment, termination or other modification. Failure to mail timely notice (as evidenced by the postmark on said notice) to all real property holders will cause any such action to be voidable.

IN WITNESS WHEREOF: these protective covenants and regulations have been duly executed and thereby placed in effect.

Instrument No.: _____

1905000972

We acknowledge that we have read and approve of the FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION.

IN WITNESS WHEREOF: We have set our hands this ____th day of July, 1995.

Block No. Owner

Joint Owner

5 Ardath Powell Elaine Powell
 Printed: ARDATH POWELL EKAINE POWELL

9 Edward R. Weeks Anna Elaine Weeks
 Printed: EDWARD R. WEEKS ANNA ELAINE WEEKS

8 Bruce Nyberg Carol L. Hansen
 Printed: BRUCE NYBERG CAROL L. HANSEN

16 Dan F. Hackney Marilyn J. Hackney
 Printed: DAN F. HACKNEY MARILYN J. HACKNEY

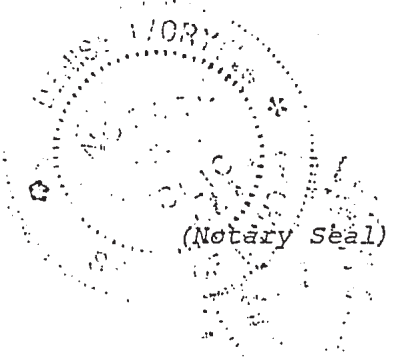
19/23 Wayne K. Denton Teresa A. Christoffersen
 Printed: WAYNE K. DENTON TERESA A. CHRISTOFFERSEN

19/23 Mary K. Denton Mae Christoffersen
 Printed: MARY K. DENTON MAE CHRISTOFFERSEN

I, a Notary Public, within and for the State of Idaho and County of Ada do hereby certify that the foregoing FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION was this day produced to me in said State and County by the total of 12 Signatories listed above on this page and was executed and acknowledged by them.

WITNESS my signature this 24th day of July, 1995.

Annemarie J. Swamy
Notary Public



Instrument No.: _____

We acknowledge that we have read and approve of the FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION.

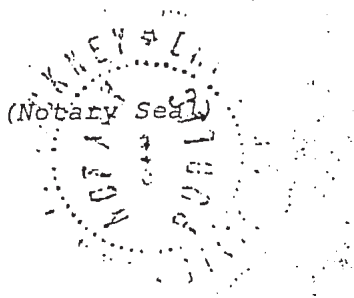
IN WITNESS WHEREOF: We have set our hands this ___th day of July, 1995.

<u>Block No.</u>	<u>Owner</u>	<u>Joint Owner</u>
<u>25</u>	<u><i>[Signature]</i></u> Printed: <u>KENNETH J. WELKER</u>	<u><i>[Signature]</i></u> <u>Jeanette Welker</u>
<u>13</u>	<u><i>[Signature]</i></u> Printed: <u>PATRICIA R. MAGLECIC</u>	<u><i>[Signature]</i></u> <u>STEVEN MAGLECIC</u>
<u>10</u>	<u><i>[Signature]</i></u> Printed: <u>Kent Lind</u>	<u><i>[Signature]</i></u> <u>Kenneth J. Lind</u>
<u>3</u>	<u><i>[Signature]</i></u> Printed: <u>Peggy L. Johnson TRUSTEE</u>	<u>BLOCK 3</u>
<u>3</u>	<u><i>[Signature]</i></u> Printed: <u>LARRY L. JOHNSON</u>	<u>TRUSTEE BLOCK 3</u>
<u>14</u>	<u><i>[Signature]</i></u> Printed: <u>DENISE J. IVORY</u>	<u><i>[Signature]</i></u> <u>Don B. Ivory</u>

I, a Notary Public, within and for the State of Idaho and County of Ada do hereby certify that the foregoing FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION was this day produced to me in said State and County by the total of 10 Signatories listed above on this page and was executed and acknowledged by them.

WITNESS my signature this 19 day of July, 1995.

[Signature]
Notary Public



Instrument No.: _____

We acknowledge that we have read and approve of the FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION.

IN WITNESS WHEREOF: We have set our hands this ___th day of July, 1995.

<u>Block No.</u>	<u>Owner</u>	<u>Joint Owner</u>
<u>24</u>	<u>[Signature]</u>	<u>[Signature]</u>
	Printed: <u>N. L. BURGESS</u>	<u>STEPHANIE J. BURGESS</u>

<u>28</u>	<u>[Signature]</u>	<u>[Signature]</u>
	Printed: <u>KAREN AYARRO</u>	
	<u>A.K.A. KAREN A. FRATLEY</u>	

<u>15</u>	<u>[Signature]</u>	<u>[Signature]</u>
	Printed: <u>Robin L Prindle</u>	<u>Cheryl Prindle</u>
		<u>Cheryl Prindle</u>

<u>20</u>	<u>[Signature]</u>	<u>[Signature]</u>
	Printed: <u>HARRY BORCHERS</u>	<u>[Signature]</u>

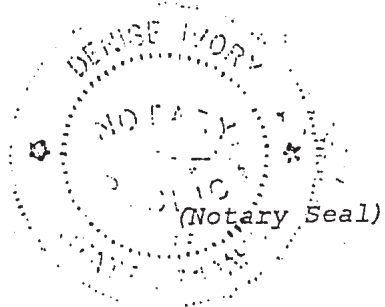
<u>21</u>	<u>[Signature]</u>	<u>[Signature]</u>
	Printed: <u>DENNIS GREEK</u>	<u>DARLENE BORCHERS</u>

<u>18</u>	<u>[Signature]</u>	<u>[Signature]</u>
	Printed: <u>GEORGE W CZINSKI</u>	<u>JOAN CZINSKI</u>

I, a Notary Public, within and for the State of Idaho and County of Ada do hereby certify that the foregoing FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION was this day produced to me in said State and County by the total of 10 Signatories listed above on this page and was executed and acknowledged by them.

WITNESS my signature this 2nd day of Aug. 1995.

[Signature]
Notary Public



We acknowledge that we have read and approve of the FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION.

IN WITNESS WHEREOF: We have set our hands this ___th day of July, 1995.

Block No. Owner

Joint Owner

4 / Robert A. Frohwert, Trustee

Kathleen A. Frohwert, Trustee

Printed: ROBERT A. FROHWERT

KATHLEEN A FROHWERT

27 Patricia Taylor

DARLAN Q TAYLOR

Printed: Patricia Taylor

Darlan Q Taylor

26 [Signature]

Richard N. Williams

Printed: SHAUNA T. WILLIAMS

Richard N. Williams

17 John Dick

Shannon Dick

Printed: John Dick

Shannon Dick

Printed: _____

Printed: _____

I, a Notary Public, within and for the State of Idaho and County of Ada do hereby certify that the foregoing FIRST AMENDMENT TO AND RESTATEMENT OF THE PROTECTIVE COVENANTS AND REGULATIONS OF CLEARVUE ESTATES SUBDIVISION was this day produced to me in said State and County by the total of 8 Signatories listed above on this page and was executed and acknowledged by them.

WITNESS my signature this 19 day of July, 1995.

[Signature]
Notary Public

