



5/14/2009

PropertyOne Profile
for
3619 N TAMARACK DR BOISE
ID 83703

If we can assist you further, please feel free to contact us.

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PLAT OF
SYCAMORE DRIVE SUBDIVISION
 NUMBER TWO

SITUATED IN THE NW 1/4 OF THE SET OF SECTION 29,
 T.4 N. R. 2 E., B. 8 & M.,
 ADA COUNTY, IDAHO.

SCALE: 1 IN = 150 FT.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS That we Fred K. Chase and Caroline R. Chase, husband and wife of Boise, Ada County, Idaho, are the owners of the following described real estate situated in the fourth quarter (NW 1/4) of the south-east quarter (SE 1/4) of Section Twenty-nine (29), Township 4 North of Range Two (2) East of the Boise Meridian, in Ada County, Idaho, more particularly described as follows: to wit: Beginning at the SW cor. of the NW 1/4 of said sec. 29, from which the south 1/2 cor. of said section 29 bears S 0° 02' E. 1519.27 ft. thence N 0° 02' W. 1294.70 ft. on center line of said section to the County road, thence S 89° 44' E. 1011.93 ft. along the south side of said County road to the NW cor. of the Luce tract, thence S 0° 03' W. 1189.13 ft. along the Luce tract, thence N 89° 37' W. 1011.67 ft. to the place of beginning.

And we do hereby ratify said described land as the true and lawful owners of the SYCAMORE DRIVE SUB-DIVISION No. TWO, as shown on this plat and we do hereby dedicate all the streets or drives thereon shown to the use of the public forever.

In Witness Whereof we have hereunto set our hand and seals this 11 day of May, 1945.

Fred K. Chase
 Fred K. Chase

Caroline R. Chase
 Caroline R. Chase

**STATE OF IDAHO))
 COUNTY OF ADA))**

On this 11 day of May, 1945, before me, Herbert H. Morris, a Notary Public in and for the said state, before me personally appeared Fred K. Chase and Caroline R. Chase, 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 said official seal, the day and year in this certificate first above written.

Herbert H. Morris
 Notary Public for Idaho,
 Residing at Boise, Idaho,
 My Commission Expires Feb. 1, 1948.

CERTIFICATE OF SURVEY.

I, Henry Koenig, a Licensed Civil Engineer, do hereby certify that this plat of SYCAMORE DRIVE SUBDIVISION No. TWO, to which this is attached and described in the Owners Certificate above, has been prepared from notes of an actual survey made by me or under my direction on the ground and said survey and this plat thereof are correct. Dated April 30, 1945.

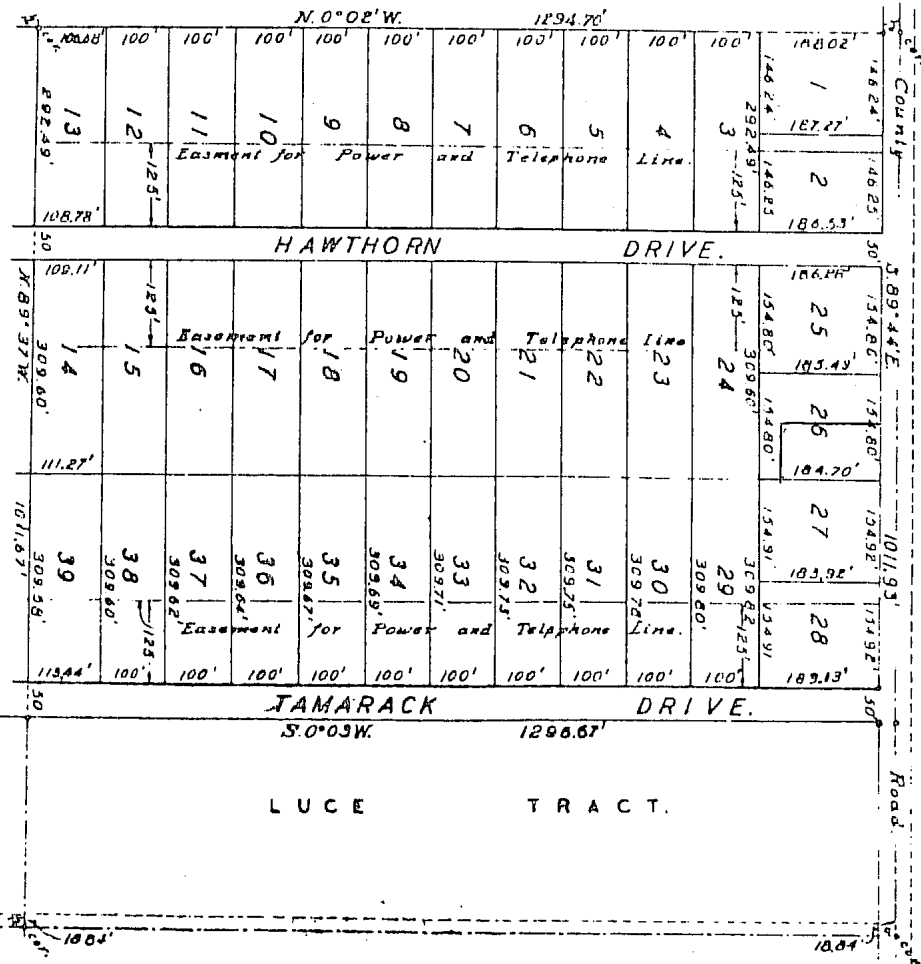
Henry Koenig
 Licensed Civil Engineer
 Boise, Idaho.

2358885

**STATE OF IDAHO))
 COUNTY OF ADA))**

I hereby certify that this instrument was filed for record at the request of R. M. Davidson as 2-55 LK 13 2, day of May A.D. 1945, in my office and duly recorded in Book of Plats No. ___ at Page ___

Robert L. Davidson
 Recorder
 Ada County, Idaho.



RESTRICTIVE COVENANTS
SYCAMORE DRIVE SUBDIVISION #2
#235911
BOOK 19 OF MISCELLANEOUS, PAGE 158
RECORDED, MAY 3, 1945, 1:41 P.M.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Fred H. Chase and Caroline R. Chase, husband and wife, certify and declare:

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

All of Sycamore Drive Subdivision Number Two, as the same appears from the Plat thereof on file and of record in the office of the County Recorder of Ada County, Idaho.

2. That all of said real estate or lots, parcels or tracts thereof and any conveyances covering or describing all or any part thereof, either by reference to the above described plat or by any number or designation thereon, or otherwise, shall be subject to the restrictions, covenants and conditions hereinafter expressed, and that by acceptance of any such conveyance, the grantee or grantees therein and their heirs, executors, administrators, successors and assigns covenant and agree to and with the said Fred H. Chase and Caroline R. Chase, their heirs and assigns, and with each other, as to the property as described or conveyed in or by such conveyances, as follows:

Residential Lots

All lots in this subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain upon any residential building lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, and a barn for not more than one cow or horse and/or chicken house for not more than one hundred chickens.

Building Committee

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing by a majority of a committee composed of R. H. Davidson, H. H. Eberle and Fred H. Chase, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving member or members shall have authority to approve or disapprove such design and location with thirty days after plans have been submitted to it, or if no suit _ enjoin the erection of such building, or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until May 1, 1950, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers, subject to the same limitations, as were previously delegated herein to the afore said committee.

Set Back Regulation

No building shall be located on any residential building lot nearer

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SYCAMORE DRIVE SUBDIVISION #2
PAGE 2

than twenty-five feet to the front lot line or nearer than twenty-five feet to any side street line, and not nearer than ten feet to any lot side line, except a garage or other outbuilding located one hundred feet or more from the front lot line, need not be set in ten feet from the side lot line.

Size of Lot

No residential structure shall be erected or placed on any residential lot, which lot has an area of less than ten thousand square feet or a width of less than seventy-five feet at the front building setback line.

Occupants

No person of any race other than the white race shall occupy or use any building or any lot except that this covenant shall not prevent occupancies by domestic service of a different race domiciled with an owner or tenant.

Kind of Building

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 except that a garage may be used as a residence while the owner of said lot is erecting his house, provided, that it shall be for no longer a period than six months.

Cost and Area of Dwelling

No dwelling costing less than \$3500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than five hundred seventy-six square feet in case of a one story structure; nor less than five hundred square feet in case of a one and one-half, two or two and one-half story structure.

Ditch Rights of Way

There shall be reserved across all lots contained in this subdivision, a right of way for ditches, laterals, drains and drain ditches, provided, however, that the same shall be located within five feet of lot lines where it is necessary that the same be placed for the proper irrigation of this subdivision or adjoining lands.

Sewage Disposal

Until such time as a sanitary sewer system shall have been constructed to serve this subdivision a sewage disposal system constructed in accordance with the requirements of the Idaho State Board of Public Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed thru an absorption field approved by the health authority.

Water Supply

Until such time as water is available from a semi-public or municipal system to serve this subdivision an adequate supply of water shall be secured from approved sources located, constructed, and equipped in accordance with

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SYCAMORE DRIVE SUBDIVISION #2
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local and state regulations, and no means of water supply shall be permitted unless such supply has the written approval of the Idaho State Board of Public Health.

Location of Water Supply and Sewage Disposal

Both private or semi-public water supply and sewage disposal systems may be located on the same building plot or within or adjacent to this subdivision to serve any building plot in the subdivision provided written approval has been given by the Health authority having jurisdiction, stating that such water supply and sewage disposal systems are satisfactory to serve all lots, taking into consideration the conditions and hazards which can reasonably be expected to exist when all lots to which these covenants apply have been built up with houses or dwellings similarly served.

Easements

There is hereby reserved for and granted to Idaho Power Company and Mountain States Telephone and Telegraph Company, and their respective successors and assigns, across all lots contained in said Sycamore Drive Subdivision Number 2, a perpetual easement and right of way for the construction, operation, maintenance and replacement of a single pole line for the support of the power and telephone lines and circuits of said companies, and the necessary Guys, Stubs, and other attachments and incidental equipment thereon, together with all rights of ingress and egress along and under said line and from Hawthorn or Tamarack Drives to said pole lines, necessary or convenient for the full and complete use, occupation and enjoyment of the easement thereby granted, and together with the right to trim, or remove, trees, brush, overhanging branches or other obstructions which may injure or interfere with the use and operation of said poles, lines, and circuits, or the full enjoyment of this easement said pole lines to be located along a line approximately one hundred twenty feet (120') back of the front line of said lots, substantially as shown on the plat of said Sycamore Drive Subdivision Number 2, bearing date of May 1, 1945, as shown on file in the office of the County Recorder of Ada County, Idaho.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1971, at which time said covenants shall automatically extend for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning real property situated in said subdivision to prosecute any proceedings at law against the person or persons violating or attempting to violate any such covenant either to prevent him or them for so doing to recover damage or other due for such violation.

Invalidation of any of these covenants by judgments or Court order shall not in any way affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Fred H. Chase and Caroline R. Chase, his wife, have hereunto set their hands this 2nd day of May, 1945.

Fred H. Chase
Caroline R. Chase

RESTRICTIVE COVENANTS
SYCAMORE DRIVE SUBDIVISION #2
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Acknowledged May 2nd, 1945, by Fred H. Chase and Caroline R. Chase,
husband and wife, before R. H. Davidson, Notary Public for Idaho, Residing
at Boise, Idaho.

(SEAL)