

CHAMPION PARK SUBDIVISION NO. 1

LOCATED IN THE S1/2 OF SECTION 32, T.4N., R.1E., B.M. MERIDIAN, ADA COUNTY, IDAHO

2003

Engineering NorthWest, LLC
BOISE, IDAHO

This document provided courtesy of **LEASER**

- ⊙ FOUND BRASS CAP
- ⊙ SET 5/8" X 30" IRON PIN WITH PLASTIC CAP, PLS 7900
- SET 1/2" X 24" IRON PIN WITH PLASTIC CAP, PLS 7900
- ⊙ FOUND 5/8" IRON PIN, AS NOTED
- ⊙ FOUND 1/2" IRON PIN, AS NOTED
- ▲ CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- - - EASEMENT LINE SEE NOTES 1, 4 & 5
- CENTERLINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- ⑩ LOT NUMBER
- RM REFERENCE MONUMENT
- (S29 28' 31" W) DATA OF RECORD



SCALE: 1" = 100'

- Ⓐ LOT 1, BLOCK 1 SEE DETAIL SHEET 2 OF 4
- Ⓑ LOT 1, BLOCK 2 SEE DETAIL SHEET 2 OF 4
- Ⓒ LOT 1, BLOCK 3 SEE DETAIL SHEET 2 OF 4

EXISTING ADA STORM DRAIN EASEMENT INSTRUMENT NO. 103122294 (SAID EASEMENT SHALL REMAIN FREE OF ALL ENCROACHMENTS AND OBSTRUCTIONS INCLUDING TREES & FENCES WHICH MAY ADVERSELY AFFECT THE DRAINAGE OR OPERATION AND MAINTENANCE OF THE FACILITY)

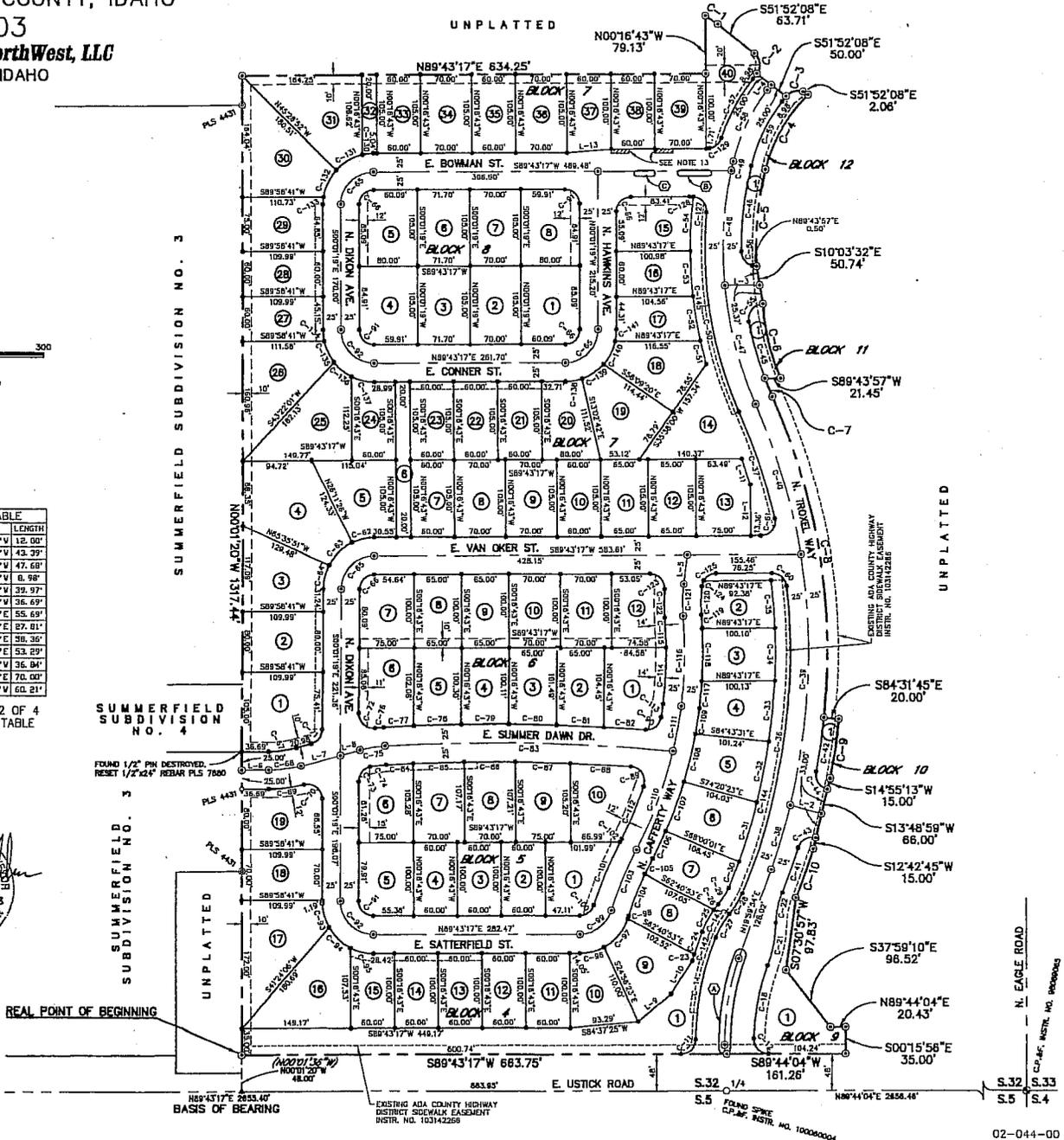
LINE	BEARING	LENGTH
L-1	N00°16'02"W	12.00'
L-2	N76°11'01"W	43.39'
L-3	S89°43'57"W	47.68'
L-4	S39°07'52"W	6.98'
L-5	S06°29'58"W	39.97'
L-6	S89°58'41"W	36.69'
L-7	N75°16'05"E	55.69'
L-8	N75°16'05"E	57.81'
L-9	N51°08'51"E	38.36'
L-10	N32°56'24"E	53.29'
L-11	N18°28'24"E	36.84'
L-12	S00°16'43"E	70.00'
L-13	S84°57'28"W	60.21'

SEE SHEET 2 OF 4 FOR CURVE TABLE

- NOTES:**
- ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND THE EXTERIOR SUBDIVISION BOUNDARY HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, & IRRIGATION EASEMENT, UNLESS DIMENSIONED OTHERWISE.
 - THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3005 CONCERNING IRRIGATION WATER.
 - ANY RESUBDIVISION OF THIS PLAT SHALL BE IN COMPLIANCE WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF THE CITY OF MERIDIAN.
 - EACH SIDE OF INTERIOR LOT LINES HAS A FIVE (5) FOOT WIDE IRRIGATION AND PROPERTY DRAINAGE EASEMENT, UNLESS DIMENSIONED OTHERWISE.
 - A TEN (10) FOOT WIDE PROPERTY DRAINAGE & IRRIGATION EASEMENT IS HEREBY DESIGNATED ALONG THE REAR LOT LINES, UNLESS DIMENSIONED OTHERWISE.
 - LOT 1, BLOCKS 1-4, LOTS 6, 14, 32 & 40, BLOCK 7 AND LOT 1, BLOCKS 9-12 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE CHAMPION PARK NEIGHBORHOOD HOMEOWNERS' ASSOCIATION.
 - MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSIGNED BY AN IRRIGATION/DRAINAGE DISTRICT.
 - BUILDING SETBACKS ARE AS FOLLOWS: FRONT - 20' WITH FRONT ENTRY GARAGE OR 15' WITH HOBI-FRONT ENTRY GARAGE OR RECESSED GARAGE; REAR - 15'; INTERIOR SIDE - 5' SINGLE & TWO STORY; STREET SIDE - 20'.
 - THE BOTTOM ELEVATION OF HOUSE FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST KNOWN NORMAL GROUND WATER ELEVATION.
 - DIRECT LOT ACCESS TO E. USTICK ROAD AND N. TROTEL WAY IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF MERIDIAN.
 - EXCEPT AS OTHERWISE NOTED, ALL SINGLE FAMILY DETACHED UNITS WITHIN THIS SUBDIVISION SHALL HAVE A MINIMUM SQUARE FOOTAGE OF 1,200 SQUARE FEET, EXCLUSIVE OF GARAGES, LOTS 14 & 19, BLOCK 4; AND LOTS 1-4 & 28-30, BLOCK 7. SHALL HAVE A MINIMUM HOUSE SIZE OF 1,200 SQUARE FEET FOR ONE-STORY AND 1,800 SQUARE FEET FOR TWO-STORY HOMES, EXCLUSIVE OF GARAGES.
 - ALL FENCING ADJACENT TO THE PATHWAY SYSTEM AND INTERNAL OPEN-SPACE/DRAINAGE LOTS SHALL BE LIMITED TO FOUR-FEET (4') IN HEIGHT IF CONSTRUCTED OF A SOLID SIGHT-OBSCURING MATERIAL.
 - DRIVEWAYS FOR LOTS 38 & 39, BLOCK 7 SHALL BE CONSTRUCTED ON THE WEST SIDE OF SAID LOTS.
 - THIS PLAT IS SUBJECT TO A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 103065229 OF ADA COUNTY RECORDS.
 - THIS PLAT IS SUBJECT TO THE CONDITIONS OF A PLANNED DEVELOPMENT FILED IN THE RECORDS OF THE MERIDIAN CITY CLERK AS CUP-02-009.



REAL POINT OF BEGINNING



S.31 S.32 T.4N., R.1E. 1991.45'
S.8 S.5 T.3N., R.1E.

N89°43'17"E 2833.40'
BASIS OF BEARING

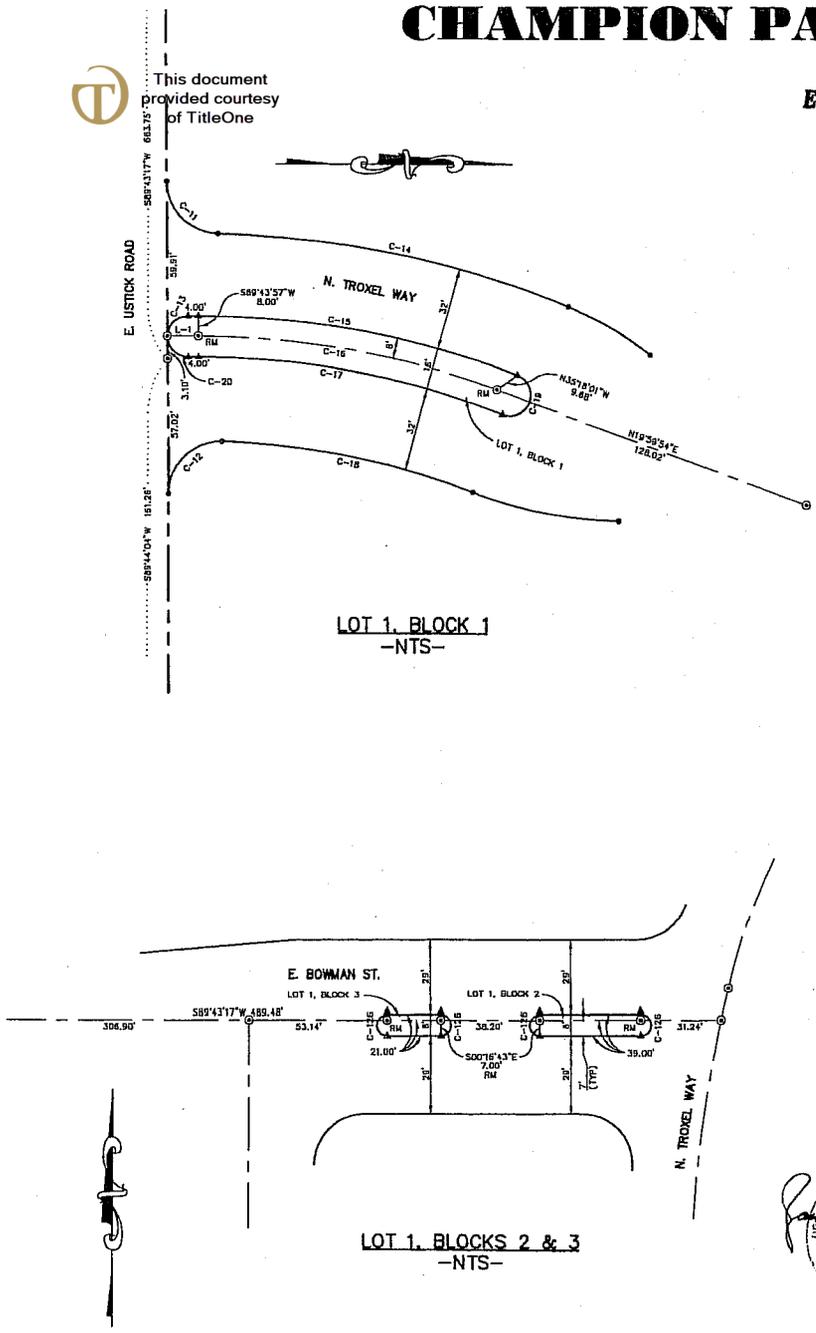
S89°43'17"W 683.75'
E. USTICK ROAD

S.32 S.33 S.5 S.4
N89°44'04"E 2456.46'
N. EAGLE ROAD

PLAT SHOWING CHAMPION PARK SUBDIVISION NO. 1

2003
Engineering NorthWest, LLC
BOISE, IDAHO

This document
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of TitleOne



CURVE DATA:					
CURVE	RADIUS	LENGTH	CHORD BRG	CHORD DIST	DELTA
C-1	150.00'	20.49'	S59°46'54"E	20.47'	07°49'33"
C-2	20.00'	31.42'	S08°58'08"E	28.28'	30°00'00"
C-3	20.00'	31.42'	N83°07'52"E	28.28'	30°00'00"
C-4	200.00'	116.79'	S29°56'10"W	115.22'	32°38'33"
C-5	465.00'	134.40'	S05°20'05"W	132.93'	16°33'37"
C-6	207.61'	103.33'	S13°37'09"E	102.78'	20°35'07"
C-7	483.00'	26.37'	S22°34'25"E	26.37'	03°08'20"
C-8	855.00'	441.91'	S09°20'10"E	437.01'	29°36'49"
C-9	875.00'	79.43'	S08°04'16"W	79.40'	05°18'03"
C-10	875.00'	71.41'	S19°17'55"W	71.39'	04°40'39"
C-11	20.00'	31.00'	N45°18'37"E	27.99'	89°49'19"
C-12	20.00'	35.00'	S44°28'30"E	29.70'	91°40'53"
C-13	8.00'	12.57'	S49°18'03"E	11.31'	90°00'00"
C-14	372.39'	139.11'	S11°36'08"W	138.30'	21°24'20"
C-15	340.39'	125.89'	S10°19'45"W	125.18'	21°11'35"
C-16	332.35'	117.55'	S09°51'55"W	116.94'	20°15'57"
C-17	324.35'	119.97'	S10°19'45"W	119.29'	21°11'35"
C-18	292.35'	99.55'	S11°10'15"W	99.07'	19°30'36"
C-19	8.00'	25.13'	N69°04'28"W	16.00'	180°00'00"
C-20	8.00'	12.59'	N44°43'57"E	11.31'	90°00'00"
C-21	147.78'	27.94'	N11°01'56"E	27.66'	19°47'15"
C-22	120.00'	45.89'	S11°22'41"W	42.46'	30°58'42"
C-23	392.35'	9.04'	S17°01'01"W	9.04'	01°18'11"
C-24	392.35'	31.69'	S19°59'27"W	31.68'	04°37'41"
C-25	143.94'	33.67'	S29°00'20"W	33.59'	13°24'04"
C-26	143.94'	9.17'	S37°31'50"W	9.17'	03°38'57"
C-27	123.94'	36.88'	S30°49'48"W	36.75'	17°03'01"
C-28	120.00'	34.03'	N31°13'55"E	33.91'	16°14'48"
C-29	100.00'	28.36'	N31°13'55"E	28.26'	16°14'48"
C-30	785.00'	38.01'	N21°43'17"E	38.01'	02°46'28"
C-31	785.00'	81.77'	N19°05'11"E	81.74'	05°58'07"
C-32	785.00'	83.50'	N11°19'05"E	83.45'	02°02'41"
C-33	785.00'	79.70'	N05°21'43"E	79.67'	09°48'03"
C-34	785.00'	70.02'	N00°06'08"W	70.00'	05°06'39"
C-35	785.00'	65.24'	N05°02'19"W	65.22'	04°45'43"
C-36	805.00'	418.59'	N08°12'43"E	413.89'	29°47'35"
C-37	605.00'	151.59'	N18°44'53"W	151.37'	10°47'22"
C-38	830.00'	89.53'	N16°54'25"E	89.51'	06°10'55"
C-39	830.00'	337.34'	N08°10'23"E	335.02'	23°17'12"
C-40	830.00'	218.59'	N18°48'24"W	211.97'	14°40'21"
C-41	855.00'	64.59'	N19°27'11"E	64.57'	04°19'42"
C-42	855.00'	72.72'	N07°54'26"E	72.70'	04°52'23"
C-43	80.00'	30.80'	S60°33'10"W	27.41'	86°31'39"
C-44	20.00'	30.80'	S32°55'12"E	27.41'	86°31'39"
C-45	485.00'	79.23'	S16°19'27"E	79.14'	09°21'36"
C-46	485.00'	119.31'	S06°34'03"W	119.01'	14°05'42"
C-47	510.00'	165.73'	S14°50'01"E	165.00'	18°37'07"
C-48	510.00'	158.03'	S03°21'10"W	157.40'	17°45'15"
C-49	510.00'	12.33'	S12°55'21"W	12.33'	01°23'06"
C-50	535.00'	275.41'	S09°23'43"E	272.38'	29°29'43"
C-51	555.00'	26.57'	S14°20'15"E	26.57'	03°21'46"
C-52	555.00'	60.59'	S09°40'55"E	60.82'	06°18'54"
C-53	555.00'	60.12'	S03°56'16"E	60.08'	06°12'24"
C-54	555.00'	75.09'	S03°22'59"W	75.03'	07°45'07"
C-55	20.00'	35.39'	S39°28'59"W	20.25'	101°22'36"
C-56	20.00'	31.34'	S45°22'56"E	28.53'	09°47'15"
C-57	275.00'	91.20'	S88°37'49"W	90.78'	19°00'06"
C-58	250.00'	106.97'	S65°52'23"W	106.16'	24°30'58"
C-59	225.00'	96.27'	S25°52'23"W	95.54'	24°30'58"
C-60	20.00'	29.18'	N48°28'54"W	26.66'	83°25'39"
C-61	20.00'	35.98'	N38°11'02"E	31.32'	103°04'29"
C-62	70.00'	31.10'	S78°37'22"W	30.92'	29°31'10"
C-63	70.00'	44.88'	S45°40'59"W	44.12'	26°44'19"
C-64	70.00'	33.58'	S12°42'16"W	33.26'	27°29'09"
C-65	45.00'	70.48'	N44°50'59"E	63.50'	89°44'36"
C-66	20.00'	31.33'	S44°50'59"W	28.22'	89°44'36"
C-67	150.00'	38.51'	N82°37'23"E	38.40'	14°42'36"
C-68	175.00'	44.93'	N82°37'23"E	44.01'	14°42'36"
C-69	200.00'	48.94'	N82°39'04"E	48.82'	14°01'14"
C-70	20.00'	36.31'	N52°01'56"W	31.52'	104°01'14"
C-71	20.00'	26.28'	N37°37'23"E	24.43'	75°17'24"
C-72	20.00'	33.82'	S48°27'34"E	29.93'	96°22'29"
C-73	20.00'	27.34'	S39°08'04"W	25.22'	78°18'46"

CURVE DATA:					
CURVE	RADIUS	LENGTH	CHORD BRG	CHORD DIST	DELTA
C-74	150.00'	21.77'	S22°26'53"W	21.75'	08°18'56"
C-75	175.00'	31.63'	S29°56'14"W	31.27'	11°20'18"
C-76	200.00'	12.22'	S24°51'17"W	12.22'	03°20'11"
C-77	2691.17'	40.94'	S37°02'32"W	40.94'	00°52'18"
C-78	2691.17'	65.03'	S38°10'12"W	65.02'	01°23'04"
C-79	2691.17'	65.00'	S39°33'15"W	65.00'	01°23'04"
C-80	2691.17'	65.02'	N39°03'42"W	65.01'	01°23'03"
C-81	2691.17'	65.07'	N37°40'37"W	65.07'	01°23'07"
C-82	2691.17'	57.30'	N36°22'27"W	57.30'	01°13'12"
C-83	2666.17'	394.59'	N39°09'14"W	394.23'	08°28'47"
C-84	2641.17'	37.07'	S37°00'30"W	37.07'	00°48'15"
C-85	2641.17'	70.03'	S39°10'18"W	70.03'	01°31'09"
C-86	2641.17'	70.00'	S39°41'20"W	70.00'	01°31'07"
C-87	2641.17'	75.03'	N38°44'17"W	75.03'	01°39'40"
C-88	2641.17'	83.13'	N37°01'21"W	83.13'	01°48'12"
C-89	20.00'	36.92'	N33°13'14"W	31.90'	105°48'01"
C-90	20.00'	29.64'	N51°46'46"E	27.00'	84°54'44"
C-91	20.00'	31.51'	N45°09'01"W	28.35'	90°15'24"
C-92	45.00'	70.89'	S45°09'01"E	63.78'	90°15'24"
C-93	70.00'	37.02'	S15°10'19"E	36.59'	30°18'01"
C-94	70.00'	40.49'	S42°53'32"E	39.93'	30°08'24"
C-95	70.00'	35.74'	S74°53'19"E	32.46'	26°48'59"
C-96	70.00'	34.74'	N75°40'02"E	34.00'	28°06'25"
C-97	70.00'	56.45'	N40°57'46"E	49.37'	41°17'52"
C-98	70.00'	4.43'	N18°20'01"E	4.42'	03°37'59"
C-99	45.00'	57.30'	N53°12'14"E	53.56'	73°02'06"
C-100	20.00'	25.49'	N53°12'14"E	25.00'	73°02'06"
C-101	472.61'	93.13'	S22°19'58"W	92.90'	11°17'27"
C-102	472.61'	2.20'	S22°06'38"W	2.20'	00°16'01"
C-103	447.61'	99.29'	S22°29'58"W	90.14'	11°32'27"
C-104	422.61'	61.07'	S20°49'34"W	61.01'	08°14'45"
C-105	422.61'	24.11'	S22°26'18"W	24.18'	02°14'42"
C-106	377.61'	40.22'	N25°13'01"E	40.22'	04°03'16"
C-107	377.61'	70.04'	N20°42'44"E	70.00'	06°57'18"
C-108	377.61'	65.03'	N14°00'21"E	65.00'	06°27'28"
C-109	377.61'	34.71'	N09°03'13"E	34.70'	03°26'47"
C-110	555.00'	140.64'	N08°56'42"E	140.26'	14°35'53"
C-111	555.00'	60.52'	N10°30'20"E	60.48'	06°16'52"
C-112	527.61'	78.78'	N22°57'43"E	78.71'	08°33'33"
C-113	527.61'	17.67'	N08°21'47"E	17.67'	01°58'16"
C-114	635.00'	74.40'	N02°23'37"E	74.36'	02°42'47"
C-115	635.00'	39.43'	N02°44'31"W	39.43'	03°32'30"
C-116	660.00'	70.00'	N00°37'48"E	118.52'	107°18'09"
C-117	665.00'	35.36'	N04°19'53"E	35.36'	02°57'20"
C-118	665.00'	70.03'	N00°04'35"W	70.00'	05°51'27"
C-119	665.00'	16.13'	N03°45'47"W	16.12'	01°20'58"
C-120	804.53'	39.34'	S00°59'21"W	39.28'	11°01'14"
C-121	229.53'	44.15'	S00°59'21"W	44.09'	11°01'14"
C-122	254.53'	39.06'	S00°07'29"E	39.02'	08°47'24"
C-123	20.00'	31.00'	N43°00'13"W	29.38'	94°33'00"
C-124	20.00'	11.17'	S18°06'30"W	11.17'	23°13'19"
C-125	20.00'	20.94'	S59°43'17"W	20.00'	60°00'00"
C-126	4.00'	12.97'	S00°16'43"E	8.00'	180°00'00"
C-127	20.00'	31.00'	N39°07'59"W	28.03'	88°58'02"
C-128	20.00'	2.23'	N36°56'49"W	2.23'	06°38'18"
C-129	20.00'	24.64'	N54°25'32"E	23.11'	70°32'21"
C-130	70.00'	15.08'	S03°33'59"W	15.05'	12°20'35"
C-131	70.00'	42.24'	S00°05'30"W	41.60'	34°34'23"
C-132	70.00'	42.13'	S25°33'43"W	41.50'	24°29'11"
C-133	70.00'	10.19'	S04°06'54"W	10.18'	08°20'26"
C-134	70.00'	14.96'	S06°08'37"E	14.93'	12°14'35"
C-135	70.00'	31.92'	S25°19'47"W	31.65'	26°09'45"
C-136	70.00'	31.24'	S51°11'14"E	31.08'	25°35'09"
C-137	70.00'	32.13'	S77°07'40"E	31.95'	26°11'54"
C-138	70.00'	20.86'	N00°16'58"E	22.96'	18°52'37"
C-139	70.00'	35.38'	N56°22'01"E	35.00'	28°57'18"
C-140	70.00'	35.38'	N27°24'43"E	35.00'	28°57'18"
C-141	70.00'	15.83'	N06°27'22"E	15.80'	12°57'23"
C-142	392.35'	40.73'	S19°19'52"W	40.71'	05°55'28"
C-143	143.94'	48.84'	S30°49'48"W	42.68'	17°00'01"
C-144	785.00'	418.26'	N07°50'40"E	413.33'	30°21'41"
C-145	555.00'	226.63'	S04°22'03"E	227.02'	23°36'10"

CHAMPION PARK SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT THE HILLVIEW DEVELOPMENT CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE ABOVE DESCRIBED PROPERTY DESCRIBED AS FOLLOWS:

of TitleOne
 A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 32, T. 4N., R. 1E., B.M., MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 31 AND 32 OF SAID T. 4 N., R. 1 E., AND SECTIONS 5 AND 6 OF T. 3 N., R. 1 E., B.M.; THENCE NORTH 89°43'17" EAST, 1991.45 FEET ON THE SECTION LINE COMMON TO SAID SECTIONS 32 AND 5; THENCE LEAVING SAID SECTION LINE, NORTH 00°01'20" WEST, 48.00 FEET (FORMERLY DESCRIBED AS NORTH 00°01'36" WEST) ON THE WESTERLY BOUNDARY LINE OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 32 TO THE REAL POINT OF BEGINNING; THENCE CONTINUING NORTH 00°01'20" WEST, 1317.44 FEET ON THE WESTERLY BOUNDARY LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 32, A PORTION OF SAID LINE ALSO BEING ON THE EASTERLY BOUNDARY LINE OF SUMMERFIELD SUBDIVISION NUMBER 3, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 89 OF PLATS AT PAGES 7047 AND 7048 OF ADA COUNTY RECORDS; THENCE LEAVING SAID WESTERLY BOUNDARY LINE, NORTH 89°43'17" EAST, 634.25 FEET; THENCE NORTH 00°16'43" WEST, 79.13 FEET TO A POINT OF CURVE; THENCE 20.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 07°49'33" AND A CHORD DISTANCE OF 20.47 FEET WHICH BEARS SOUTH 55°46'54" EAST; THENCE SOUTH 51°52'08" EAST, 63.71 FEET TO A POINT OF CURVE; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD DISTANCE OF 28.28 FEET WHICH BEARS SOUTH 08°52'08" EAST; THENCE SOUTH 51°52'08" EAST, 50.00 FEET TO A POINT OF CURVE; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD DISTANCE OF 28.28 FEET WHICH BEARS NORTH 83°07'52" EAST; THENCE SOUTH 51°52'08" EAST, 2.06 FEET TO A POINT OF CURVE; THENCE 116.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 32°38'33" AND A CHORD DISTANCE OF 115.22 FEET WHICH BEARS SOUTH 29°58'10" WEST TO A POINT OF COMPOUND CURVE; THENCE 134.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 16°33'37" AND A CHORD DISTANCE OF 133.93 FEET WHICH BEARS SOUTH 05°20'05" WEST; THENCE SOUTH 10°03'32" EAST, 50.74 FEET TO A POINT OF CURVE; THENCE 103.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 287.61 FEET, A CENTRAL ANGLE OF 20°35'07" AND A CHORD DISTANCE OF 102.78 FEET WHICH BEARS SOUTH 13°37'08" EAST; THENCE SOUTH 89°43'59" WEST, 21.45 FEET TO A POINT OF CURVE; THENCE 26.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 03°08'20" AND A CHORD DISTANCE OF 26.57 FEET WHICH BEARS SOUTH 22°34'25" EAST TO A POINT OF REVERSE CURVE; THENCE 441.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 29°36'49" AND A CHORD DISTANCE OF 437.01 FEET WHICH BEARS SOUTH 09°20'10" EAST; THENCE SOUTH 84°31'45" EAST, 20.00 FEET TO A POINT OF CURVE; THENCE 79.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 05°12'03" AND A CHORD DISTANCE OF 79.40 FEET WHICH BEARS SOUTH 08°04'16" WEST; THENCE SOUTH 14°55'13" WEST, 15.00 FEET; THENCE SOUTH 13°48'59" WEST, 66.00 FEET; THENCE SOUTH 12°42'45" WEST, 15.00 FEET TO A POINT OF CURVE; THENCE 71.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 04°40'33" AND A CHORD DISTANCE OF 71.39 FEET WHICH BEARS SOUTH 19°17'56" WEST; THENCE SOUTH 07°30'57" WEST, 97.83 FEET; THENCE SOUTH 37°59'10" EAST, 96.52 FEET; THENCE NORTH 89°44'04" EAST, 20.43 FEET; THENCE SOUTH 00°15'56" EAST, 35.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST USTICK ROAD; THENCE SOUTH 89°44'04" WEST, 161.26 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE, WHICH LINE IS 48.00 FEET NORTHERLY OF AND PARALLEL WITH THE SECTION LINE COMMON TO SAID SECTIONS 32 AND 5; THENCE SOUTH 89°43'17" WEST, 663.75 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE, WHICH LINE IS 48.00 FEET NORTHERLY OF AND PARALLEL WITH THE SECTION LINE COMMON TO SAID SECTIONS 32 AND 5, TO THE REAL POINT OF BEGINNING. SAID PARCEL CONTAINS 23.09 ACRES MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN, AND THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

HILLVIEW DEVELOPMENT CORPORATION


 JIM MERKLE, PRESIDENT

CERTIFICATE OF SURVEYOR

I, JAMES R. WASHBURN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



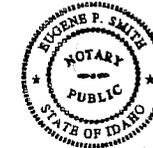
ACKNOWLEDGEMENT

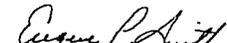
STATE OF IDAHO }
 COUNTY OF ADA } S.S.

ON THIS 12TH DAY OF August, 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JIM MERKLE, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE HILLVIEW DEVELOPMENT CORPORATION, THE PERSON THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

May 10 2006
 MY COMMISSION EXPIRES




 EUGENE P. SMITH
 NOTARY PUBLIC FOR IDAHO
 RESIDING IN BOISE, IDAHO

CHAMPION PARK SUBDIVISION NO. 1

This document provided courtesy of
APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



Malcolm McVigra REHS 2-15-03
 CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 27th DAY OF August, 2003.



Sherry R. Duller
 CHAIRMAN ADCHD

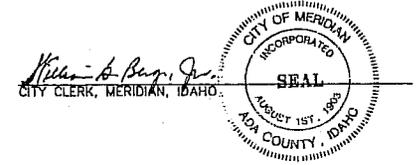
APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Brad R. Watson
 CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 24th DAY OF June, 2003, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND 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.



John E. Pruett 11/18/03
 COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



11-18-2003
 DATE

Linda Fischer by Meritt
 COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
) S.S.
 COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Engineering Northwest AT 16 MINUTES PAST 4 O'CLOCK P.M., ON THIS 18th DAY OF November, 2003, IN BOOK 87 OF PLATS AT PAGES 9943 THROUGH 9946. INSTRUMENT NO. 103194398

A. Olson Fee: \$21.-
 DEPUTY

David Abner
 EX-OFFICIO RECORDER

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/02/03 02:35 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 216.00

72



ACCOMMODATION

DA 6118

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

CHAMPION PARK SUBDIVISION NO. 1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Champion Park Subdivision No. 1 is made effective the 2nd day of DEC, 2003, by Hillview Development Corporation, an Idaho corporation, (hereinafter "Grantor" or "Declarant") whose address is 150 E. Aikens, Suite A, Eagle, Idaho 83616.

ARTICLE 1: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration" or "CC&R's") for Champion Park Subdivision No. 1 is that property in the City of Meridian, Ada County, State of Idaho, which is described on Exhibit A attached hereto, together with any property included as Common Area and identified in this Declaration or owned by the Association. The "Common Area" Lots and other "Common Areas" for this Subdivision are generally set out in Article 6 below.

1.2 Purpose of Declaration. Champion Park Subdivision is a residential development, which Grantor intends to develop in accordance with governmental approvals. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes that will apply to the development and use of the Property. This Declaration is designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area,

and any Improvements located thereon.

ARTICLE 2: DECLARATION

2.1 Grantor Declaration. Grantor declares that all the Property described on Exhibit A shall be held, sold, transferred, encumbered, leased, used, occupied and improved subject to these CC&R's. Each Owner by accepting a deed to any of the property, and each occupant or tenant, by occupying or renting any part of the premises specifically agrees: A) That these CC&R's are for the protection, maintenance, improvement and enhancement of all of the Property and all Owners, occupants and tenants, and B) To be bound by these CC&R's and the covenants and restrictions contained herein.

2.2 Runs With The Land. These CC&R's shall run with the land described on Exhibit A and shall be binding upon all persons with any right, title or interest in the land. They are for the benefit of all the property and bind all successors.

2.3 Enforcement. These CC&R's may be enforced by Grantor, any Lot Owner or by the Association.

2.4 Grantor's Rights; Model Homes and Sales Office. Notwithstanding the foregoing or any provision contained herein, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon. Grantor, Grantor's agents or Grantor's real estate professionals may maintain model homes, construction, sales or marketing offices or trailers or similar facilities on any portion of the Property, including the Common Area or any public right-of-way. Grantor may also post signs incidental to construction, sales or leasing.

2.5 Notice to Lot Owners of Other Property Development. Attached hereto as Exhibit C is a depiction of the plan for Champion Park Subdivision and all of its components. This Subdivision is planned to have several different phases and a variety of uses are planned. For example, a City of Meridian Park is planned for a future phase as depicted in Exhibit C. On the east side of this development some mini-storage units are contemplated and several lots are contemplated to be commercial uses, offices or other type non-residential uses. The depiction set out on Exhibit C is only a plan and until actually developed is not a final plan. Declarant may change or modify the plan or the development. Declarant shall have no obligation or liability of any kind to complete the plan

as depicted or to do any further development of any kind. Declarant may make any changes to these plans or make changes to the over all development as allowed by any governmental authorities.

2.6 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation, grading and construction of any portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional Improvements; to erect, construct and maintain structures and displays as necessary for the conduct of Grantor's business. Prior to transferring title to a Building Lot Grantor shall have the right to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor, including annexation rights, may be assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

ARTICLE 3: DEFINITIONS

3.1 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.2 "Champion Park Subdivision No. 1" shall mean the Property described in Exhibit A, together with any additional Common Areas described herein or owned by the Association.

3.3 "Assessments" shall mean those payments required of Class A Owners and Association Members (excluding Declarant) and include but are not limited to all Assessments (whether regular, start-up, special or limited), late charges, attorneys' fees, interest, and other charges set out in these CC&R's.

3.4 "Association" shall mean Champion Park Neighborhood Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

3.5 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association and includes its authorized agents and representatives.

3.6 "Building Lot" shall mean one or more Lots as specified or shown

on any Plat upon which Improvements may be constructed. The term "Building Lot" shall not include any Common Area, any area dedicated to the public, or any Lots deeded to an irrigation entity for an irrigation pump facility.

3.7 "By-laws" shall mean the By-laws of the Association (a copy of which is attached hereto as Exhibit B).

3.8 "Common Area" shall mean all Lots or other Common Areas of Champion Park Subdivision that are designated herein or on the Plat as private streets or drives, common open space, common areas, common drainage easement areas, and common landscaped areas. All Common Area Lots are set out in Article 6 below and these Common Area Lots shall be owned, managed and maintained by the Champion Park Neighborhood Association and shall be deeded by Grantor to the Association.

3.9 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.10 "Grantor" shall mean Hillview Development Corporation, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. Grantor may also be referred to as the "Declarant".

3.11 "Improvement" shall mean any improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, recreational facilities, and fixtures of any kind.

3.12 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to 10% of the cost) incurred by the Grantor or the Association for corrective action performed pursuant to the provisions of this Declaration.

3.13 "Member" shall mean each person or entity holding a membership in the Association. Members must be either a Class A Lot Owner or Grantor.

3.14 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation. A "Class A" Owner shall be any Owner of a Building Lot other than Grantor. Lots deeded to irrigation districts for pump stations are not Building Lots.

3.15 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.16 "Plat" shall mean any subdivision plat covering any portion of the

Property as recorded at the office of the County Recorder.

3.17 "Property" shall mean all of the Property described herein including each Lot or portion thereof, including all water rights associated with or appurtenant to such property.

3.18 "Regular Assessment" shall mean the regular assessments assessed against all Class A Owners to defray the cost of maintaining, improving, repairing, managing and operating the Common Areas, common facilities and all common Improvements, and the other costs and expenses of the Association.

3.19 "Start-up Assessment" shall mean that initial fee payable to start-up the Association and related activities. This one time start-up fee is assessed against the buyer of each Lot upon the first purchase of each Lot.

3.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments.

3.21 "Transfer Special Assessment" shall mean that transfer fee assessed against each Lot transferred, to be paid to the Association on each transfer of legal title and recording of a deed to a Lot in this subdivision.

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Architectural Control; Prior Plan Approval; Architectural Control Guidelines. No building, structure, fence, wall, hedge, landscaping, painting, obstruction, berm, driveway, or improvement shall be placed on, under, over or across any part of Champion Park Subdivision No. 1 unless a written request (given to the Board of Directors of the Association or a person designated by the Board) for approval thereof containing the plans and specifications therefor, including exterior color scheme, has been approved, in writing, by a member of the Board or any person designated by the Board. The approval of the Board will not be unreasonably withheld if the plans and specifications comply with these CC&R's, the Architectural Guidelines, government ordinances, and are in general in harmony with the existing structures located in this Subdivision. The initial address of the Board is as follows: 150 E. Aikens, Suite A, Eagle Idaho 83616.

4.1.1 Architectural Control Guidelines. The Architectural Control Guidelines provide additional covenants, conditions and restrictions for all buildings, Improvements, colors, landscaping, and other matters of interest for this Subdivision. These Architectural Control Guidelines are incorporated

herein as if set out in full. Such Guidelines may be modified from time to time as the Board determines, in the interests of the general harmony and aesthetics for the entire Subdivision; Providing, however, that any modifications of the Guidelines shall not be applied retroactively to force an existing Improvement to conform to a newly adopted Guideline.

These Architectural Control Guidelines shall be kept on file with the Board of Directors of the Champion Park Neighborhood Association. Any interested party may obtain copies thereof upon request from the Board.

At such time as the Declarant turns the Association over to the Lot Owners, and a new Board of Owners is elected, the new Board shall, within 30 days of their election, give all members written notice of the addresses of the new Board and provide each Owner with a then current copy of the Architectural Guidelines. After the Declarant has turned over the Association to the Lot Owners, the Architectural Guidelines may only be modified by a vote representing 75% of the members of the Association present for a vote on that matter after notice has been given to all members setting out the changes to be made.

4.2 Government Rules and Ordinances. In the event any of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rule, regulation or ordinance shall apply. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.3. Use and Size of Dwellings. All Building Lots in Champion Park Subdivision No. 1 shall be used exclusively for single-family homes, shall be one or two story, and shall be of the sizes as set out below. In computing the size of a home the eaves, steps, open porches, garages and patios shall not be included in the computation of square footage.

4.3.1 Special Size Restrictions on Lots 18 and 19, Block 4; Lots 1, 2, 3 and 4, Block 7; and Lots 26, 27, 28, 29 and 30, Block 7: For these Lots the following applies:

Split level and two (2) story units shall have not less than 1,800 square feet of interior floor area, exclusive

of porches and garages. Single level units shall have not less than 1,500 square feet of interior floor area on the ground floor of the main structure, exclusive of porches and garages. No unit higher than split level or two (2) story shall be permitted.

4.3.2 All Other Homes At Least 1,200 Square Feet. All of the remaining Lots shall have homes that are at least 1,200 square feet and may be either one story or two story.

4.4 Basements. While basements are allowed, they are discouraged. In order to construct a basement, each builder or Owner must first secure a certification from a licensed engineer that the water table and soil conditions are proper for a basement. Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and Owner builds and owns their basement at their own risk. (Basements may be prohibited in future properties annexed into these CC&R's.)

4.5 Accessory Structures. There shall be no metal or wood storage attachments to any dwelling except as approved by the Board. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per Lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; and, c) approved by the board.

4.6 Setbacks. All setbacks are set out on the plat and are as follows:

Front:	20 feet for front entry garage; 15 feet for non-front entry garage or recessed garage;
Rear:	15 feet;
Interior Side:	5 feet for single or two story;
Side Street:	20 feet.

Provided, however, that if these CC&R's or the plat, or any easement document show an easement larger than the above states setback, then the required setback shall be adjusted so that the foundation of the building does

not encroach on that easement area.

4.7 Garages. All residential homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

4.8 Exterior; Appearance. Encouraged are covered front porches, bay windows, broken roof lines, gables and hip roofs. No vinyl or metal siding or loud colors shall be allowed. Each home and in this subdivision is required to have either;

- A) Full wainscoting of brick, stone or stucco across the entire front of the structure, (or substantial wainscoting may be approved by the Board if aesthetic and attractive; or
- B) Brick, stone or stucco full column heights on both sides of the garage.

4.9 Driveways. All Building Lots shall have a concrete driveway and a minimum of two concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be of dirt, gravel or asphalt.

4.10 Roofs and Roof Colors. Roofs must be of at least 5 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be 25 year architectural PABCO composition shingles and shall be of a color approved by the Board.

4.11 Exterior Building Colors. Approval of exterior colors must be obtained from the Board, and any future changes to colors or exterior must first be approved by the Board. Colors must be submitted at least two weeks prior to the time of painting.

4.12 Landscaping. Automatic underground sprinkler systems in front yards is required. Berms and sculptured planting areas are strongly encouraged. Landscaping of the front yard shall be completed within thirty (30) days after substantial completion of the home (weather permitting) and such

landscaping shall be the responsibility of each respective Owner of the Lot. The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the structure. For Building Lots on corners, the "front yard" shall also include that portion of the Building Lot from the front of the structure to the rear of the Lot to the side street (i.e., the side yard next to the side street). Additional landscaping requirements are as follows:

- A) Sod shall be installed in the front yard;
- B) The back yard shall be planted, hydro-seeded or sodded within 90 days of occupancy;
- C) At least one tree of 1.5 inch caliper shall be planted in the front yard (caliper = diameter of the tree trunk six inches above the root ball);
- D) Corner Lots shall have at least one additional tree at least 1.5 inch caliper in the front or side yard;
- E) At least ten (10) one gallon bushes and/or shrubs shall be planted in the front yards.
- F) All Lots, including the sidewalks and street frontage, shall be kept clean, and free of weeds and debris prior to and during construction. (In the event that the Owner fails to keep these areas clean and weed and debris free, then the Declarant, or the Association, after 10 business days notice to the Owner, may hire a contractor to remove the weeds or debris and the Owner shall pay all the costs of that removal plus a management fee equal to 10% of the costs, and these costs may also be assessed as a Limited Assessment as provided herein.)

4.13 Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property. Unless provided otherwise below, after Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot. The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

4.13.1 Association Maintained Fences. The Association shall maintain all fences constructed adjacent to and contiguous with all Common Area Lots. The Association may, in it's sole discretion, also maintain other fencing as a Common Area expense. The height of the Common Area fences on both sides of the Micro-Path Lots (Lots 8 and 32, Block 7) shall comply with Meridian City Landscape Ordinances.

4.13.2 Restriction on Fences Adjacent to Common Area Lots. No Lot Owner who has a Lot adjacent to a Common Area Lot shall be allowed to place or maintain any fence adjacent to and contiguous with the Common Area fence.

4.13.3 Other Owner Fences; "Picture Frame" Fences. Other Owner fences are not required. If a fence is desired, plans for it shall be approved by the Board prior to construction. Fences shall be constructed only of good quality cedar wood (either 4" or 2" boards) and shall be properly finished and maintained and comply with all governmental ordinances. Fences may be capped with cedar lattice, if desired.

Fences facing the front of any Lot shall be constructed at least 20 feet back from the front Lot line or at a distance in line with the front face of the home, whichever distance is greater.

All fences that face any street (whether front street or side street) shall be constructed in the manner commonly referred to as "picture frame" construction. No dog eared fencing is allowed in any fences facing any street. Dog eared cedar fencing is allowed on any fencing not facing a street.

For corner Lots, the fence on the side Lot line shall be constructed at least ten (10) feet away from the side Lot line or any greater distance if required by City ordinances.

4.14 Construction. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

4.15 Antennae. No TV or radio antennae extending above the roof line of the house shall be permitted unless first approved by the Board. Any other antennae or satellite dishes, while permitted, shall be reasonably screened from view of the other Lot Owners and where practical shall be located at the rear of the home.

4.16 No Further Subdivision. No Building Lot may be split or subdivided

without the prior written approval of the Board.

4.17 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

4.18 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, paint, roof, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Article 8 and 9 below.

4.19 Unsightly Articles. No unsightly articles shall be permitted to remain on any property so as to be visible from any other Owner's property. Trash is to be kept in containers and areas approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, disabled vehicles, or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or screened from view. Vacant residential structures shall not be used for storage.

4.20 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction.

4.21 No Unscreened Boats, Campers and Other Vehicles; No parking of Commercial Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motor homes, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed or stored

upon any portion of the Property (including, without limitation, streets, parking areas, front yards, side and rear yards and any driveways) unless enclosed by a concealing structure approved by the Board. Notwithstanding anything contained herein, a boat, camper, trailer or motor home not used for commercial purposes may be parked in a driveway on a private Lot or in the public street in front of the Owners Lot (if permitted by local ordinances) for a temporary time not to exceed three days. Under no circumstances shall any commercial vehicles be allowed to be parked overnight on any of the streets of this subdivision or in any of the driveways unless directly involved in the construction of a home or construction of a part of the subdivision.

4.21.1 Removal of Vehicles; Warning; Costs. The Board or its representatives may remove any vehicles in violation of this section at any time after giving the Owner fifteen (15) days written notice of its intent to do so; provided, however, that any vehicles parked in any common driveway area or common access point may be removed by the Board on no notice. For any such vehicles removed, the Owner shall reimburse the Board, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs. (See Article 9 below)

4.22 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run must be screened, placed inside the Lot fences, and approved by the Board.

4.23 Signs. No sign shall be displayed to public view without the approval of the Board except: (1) signs used by Grantor in connection with the development and sale of the Property; (2) signs identifying the development; (3) informational signs by the Board displayed on Common Areas; (4) one sign of less than 12 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (5) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

4.24 Lot Grading and Drainage Requirements. Each Lot Owner shall grade and maintain their individual Lot to prevent the runoff of irrigation water or storm water onto adjacent Owner's Lots. All Lots are to be graded at the

time of building so that the front, side and rear yards drain sufficiently away from the foundation and away from neighboring Lots with a proper slope so that drainage is directed towards the front, sides and rear of the Lot and in accordance with all local building code requirements. In the event a French Drain, or seepage trench is necessary to prevent water from flowing onto an adjoining property, then the Owner shall be responsible for the installation of such facilities.

4.25 Business Activity. No residential dwelling in Champion Park Subdivision No. 1 may be used for any commercial business purposes, manufacturing operations or as a retail business. A "home office" business shall be allowed if permitted under the applicable City ordinances. Any home offices, however, shall be subject to the following restrictions:

- A) No signs of any kind shall be allowed on the premises advertising the business,
- B) No commercial vehicles shall be parked in the street,
- C) No more than two "customers" or "clients" visit the Home Office business at any one time and they park in the driveway and not in the street,
- D) No unsafe or unsightly conditions shall be allowed to exist on the premises.

4.26 Renting/Leasing. No home (or any other part of the property) owned by a Lot Owner in this subdivision shall be rented or leased to third parties except where:

- A) The Tenant has acknowledged, in writing, receipt of a copy of these CC&R's;
- B) The Tenant has executed a written lease or rental agreement wherein the Tenant has affirmatively agreed to be bound by the terms and conditions of these CC&R's, specifically including but not limited to the Lot landscaping and maintenance requirements; and,
- C) The Lot Owner has provided in the lease or rental agreement that the Lot landscaping will be maintained in accordance with the CC&R's.

During any rental or lease term, the Lot Owner shall remain primarily responsible for the condition of the property, as well as for all assessments and all other obligations under these CC&R's. In addition, the Lot Owner shall be responsible for any damages caused by the Lot Owner's Tenants or their guests to any Common Areas or other common facilities owned or maintained by the Association.

In the event that the Lot Owner and the Tenant fail to maintain the landscaping and the exterior appearance of the property then the Declarant or the Association, after 30 days notice to the Lot Owner (with a copy to the Tenant, if known), shall have the right to perform that maintenance as a corrective action and the Lot Owner shall be responsible for all of the costs thereof as a Limited Assessment as provided in these CC&R's.

4.27 Ten Foot Easements to ACHD for Maintenance of Seepage Trenches and Storm Drainage Facilities. ACHD is hereby granted an easement over those areas shown on the plat for maintenance of seepage trenches and storm drainage facilities under the terms and conditions of that "**Seepage Bed Maintenance Easement**" agreement with ACHD recorded the 21st day of August, 2003 in Ada County as Instrument Number 103142264. (A copy of this easement agreement is attached hereto as Exhibit D, and the terms thereof are incorporated herein as if set forth in full.) These seepage trenches and drainage facilities are to be maintained by ACHD. In the event that these drainage facilities are not maintained by ACHD, then they shall be maintained by the Association. No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the drainage or the ability of ACHD to operate and maintain these drainage facilities as provided in the Seepage Bed Maintenance Easement referred to above. Driveways in these easements areas are permitted. The Lots affected by these easements are as follows:

Lots 1, 13, 14, 15	Block 4
Lots 1, 6, 7, 8	Block 5
Lots 1, 2, 3, 14, 21, 22, 23	Block 7
Lots 27, 28, 29	Block 7

4.28 Special Irrigation Easement Areas. The following Lots have special ten (10) foot easement areas for irrigation pipelines and facilities in favor of the entity owning and maintaining these irrigation facilities. These affected areas are shown on the plat and are generally described as follows:

The north edge of Common Area Lot 1, Block 4
The east and south sides of Lot 12, Block 6
The south side of Lots 7, 8, 9, 10, and 11, Block 6
The west side of Lot 6, Block 6
The south and west side of Lot 1, Block 7
The northwest corners of Lots 30 and 31, Block 7
Common area Lot 40, Block 7

No permanent structures, trees, fences or other improvements shall be erected in any of these easement areas which would adversely affect the irrigation facilities or the ability of the owner of the facilities to operate and maintain them. Driveways in these easements areas are permitted.

4.29 Special Street Light Electrical Easement Areas. The following Lots have special five (5) foot easement areas on each side of the Lot line for installation, maintenance and operation of street light electrical lines and conduits:

- A) The side Lot line between Lots 17 and 18, Block 7;
- B) The side Lot line between Lots 5 and 6, Block 4;
- C) The side Lot line between Lots 7 and 8, Block 4.

ARTICLE 5: WATER

5.1 Water. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following:

- A) That such property is in an Irrigation District, including but not limited to Settlers Irrigation District (hereinafter "District");
- B) That the water in District has not been transferred from this property;
- C) That each Owner of any Lot is subject to all water assessments levied by District, or other water supplier and/or the Association;
- D) That each Lot Owner shall be responsible to pay any levies attributable to that Lot by District, or other water supplier and/or the Association;

- E) That all water assessments are a lien upon the Lot.
- F) Each Owner or occupant of any Lot in Champion Park Subdivision specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers and directors relating to irrigation water, the quality of the irrigation water or the quantity of irrigation water.

5.2 Irrigation District Agreements. The Lots in Champion Park Subdivision shall be subject to any existing or future recorded agreements or license agreements with District ("District") regarding this Subdivision, or regarding any irrigation easements, licenses or encroachment agreements.

5.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied from District via a pressurized urban irrigation system ("PUIS"). This system shall be owned maintained and operated by the Association or the District with all operation, water and maintenance costs to be paid by the Lot Owners. The Association may be billed separately for the Common Areas. Each Lot Owner shall pay for the costs of maintenance and operation of the PUIS as billed by District or the Association. Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot.

Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from this control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems. Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage.

5.4 Pressurized Irrigation System Ownership; Easements; Warranty. Grantor will construct the pumping station and pressurized irrigation system for the Subdivision and any subsequent Phases of the Subdivision which are annexed into these CC&R's. Following completion of each portion of the irrigation system Grantor shall transfer title and ownership of that completed portion of the system to the Association. A perpetual easement as necessary for access to repair and maintain the common pressurized irrigation system and common irrigation lines is reserved on each Lot in the Subdivision. Grantor warrants to all Lot Owners that each portion of the system as it is completed will be free of defects, including workmanship, for one full year following the

date that construction of each portion of the system is completed. In the event a defect is discovered in that portion of the system where construction was completed during the prior year, Grantor will, at Grantor's expense, repair or remedy that defect. One year after completion of the construction of any portion of the system there shall be no further warranties by Grantor as to that portion of the system. Any further necessary repairs thereafter shall be the responsibility solely of the Association and Grantor shall have no further liability relating thereto.

After Grantor has transferred ownership of any portion of the common pressurized irrigation system to the Association, the routine maintenance and repair of the system shall be the responsibility of the Association as a Common Area expense.

5.5 Water Costs: All irrigation water costs (including water costs for all Common Area Lots) shall be paid by the Lot Owners either from individual assessments against each Lot by District, the Association or other water suppliers; or, if the water supplier provides one billing to the Association, then the water costs shall be paid as part of the Association's assessments to Lot Owners. Each Lot Owner shall pay his or her share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

5.6 Water Unreliable: The area of the country where this subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. [As one example; In 1977, a drought year, some irrigation ditches ceased carrying any water in July of that year.]

5.7 Rotation: No Lot in Champion Park Subdivision No. 1 shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in this subdivisions agrees to be bound by and to comply with, any rules or regulations for the use and rotation of irrigation water between the Lots as set out by the Association, or by District. The Board or the District may establish a water rotation schedule for all Lots and Common Areas in this Subdivision and other general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation

schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedules or rules may, following notice from the Board, or the District, result in suspension of the right to use irrigation water.

5.8 No Liability: Neither District, nor the Declarant (or any members, employees, agents, officers or directors thereof), shall have any liability of any kind to any Lot Owner, tenant, Association, member of the Association or any others for any losses or damages relating in any respect to the irrigation system, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of or shortage of irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water. Each Lot Owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, District and Declarant, their agents, employees, officers Directors, Members and/or shareholders for any loss or damage relating in any respect to the water, or the supply of water.

5.9 Extended Season Water: Extended season irrigation water (water which may be provided before or after the normal irrigation season or to supplement the irrigation water) "may", if available or provided for, be provided to the subdivision by another water supplier. No Lot shall have any right to extended season water, and neither Declarant, District or the Association shall have any obligation to provide extended season or supplemental water. Any facilities needed by the water supplier, District or Association for this extended season water shall be considered to be part of the PUIS and shall be governed by this Declaration. All costs of extended season or supplemental water (if there is any such water) shall be included as a cost of operation of the PUIS and shall be assessed to the Lots in the subdivision as all other costs are assessed. Extended season water may, or may not, be provided to the subdivision.

5.10 Cross Connects Prohibited. No owner, tenant or occupant of any Lot in the subdivision shall install any cross connections or tie-ins, or allow any to exist on a lot, between the PUIS referred to herein and any other pipes, conduits or water systems whether such other systems are carrying potable domestic water or carrying other used, waste or irrigation water without the express written permission of the Declarant, Association and District. The owner of any cross connects shall have full liability and responsibility for any

losses, injuries or damages caused by or related to that cross connection. District, Association or Declarant (or their designated agents) shall have the right at any time to go onto any lot or parcel of the property covered by this Agreement and remove any unapproved cross connections and an easement is specifically granted therefore. The cost of removal of any unapproved cross connects shall be paid by the owner of the lot where the cross connect was located.

5.11 Irrigation Water Not Drinkable.

WARNING!
IRRIGATION WATER IS NOT DRINKABLE

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

NEVER DRINK WATER
FROM THE PRESSURIZED IRRIGATION SYSTEM

It is the duty of each Owner to:

- A) Educate all family members, guests, tenants and invitees that the water from the pressurized irrigation system is not drinkable;
- B) Ensure that ALL of the faucets and risers in the pressurized irrigation system are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;
- C) Not remove any existing tags or other warning markers from the pressure irrigation risers;
- D) Not install, or maintain the installation of, any cross connections between the pressurized irrigation system and the drinking water system unless the cross connection has been

approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

5.12 No Liability for Quality of Water. Neither the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

ARTICLE 6: COMMON AREAS

6.1 Common Areas: All Common Area Lots shall be owned, operated and managed by the Association. These Common Area Lots are:

Lot 1	Block 1	Landscape Island
Lot 1	Block 2	Landscape Island
Lot 1	Block 3	Landscape Island
Lot 1	Block 4	Landscape Buffer
Lot 6	Block 7	Micro-Path
Lot 14	Block 7	Landscape Buffer
Lot 32	Block 7	Micro-Path
Lot 40	Block 7	Landscape Buffer
Lot 1	Block 9	Landscape Buffer and 10 foot Meridian pathway
Lot 1	Block 10	Landscape Buffer and 10 foot Meridian pathway
Lot 1	Block 11	Landscape Buffer and 10 foot Meridian pathway
Lot 1	Block 12	Landscape Buffer and 10 foot Meridian pathway

The 10 foot Meridian pathway referred to above is the pathway constructed as part of the Meridian Multi-Use Pathway System. This pathway

on the above Lots shall be maintained by the Association if not maintained by the City of Meridian and shall be available for use by the public. These Common Areas are also subject to that "Public Right of Way Easement (Sidewalk)" to ACHD recorded the 21st day of August, 2003 in Ada County as Instrument No. 103142266. (A copy of this easement is attached hereto as Exhibit E, and the terms thereof are incorporated herein as if set out in full.)

6.2 Micro-Path Lots: Lot 6, Block 7, and Lot 32, Block 7 contain a Micro-Path and landscaping area. These Lots shall be landscaped as approved by the City of Meridian and shall contain a paved Micro-Path the entire length of the Lot as approved by the City of Meridian. These Lots shall be owned and maintained by the Association and such maintenance shall comply with all Meridian City requirements and regulations for Micro-Paths. This maintenance responsibility shall not be dissolved without the express written permission of the City of Meridian. Any fences adjacent to the Micro-Path area shall conform to all Meridian City Ordinances (including Ordinance 12-12-12.9) and all fences adjacent to Micro-Path Lots shall be maintained by the Association as a Common Area expense. No other fences may be built adjacent to and contiguous with a Micro-Path fence.

6.3 No Liability. Each Lot Owner by accepting a deed to a Lot in this Subdivision and each occupant by occupying a Lot, and each user of any Common Areas specifically agrees that the Declarant, its agents, officers, directors, employees and shareholders shall have no liability of any kind whatsoever relating in any way to the use of any of the Common Areas, including, but not limited to, any accidents or bodily injuries which result from or are related to that use. All claims or future claims relating thereto are specifically waived and released. Nor shall the Association, its officers, directors, agents, or employees have any such liability. All Lot Owners, occupants and users specifically assume the risk and waive any and all claims relating to the use of the Common Areas.

6.4 Use of Common Area. Every Owner shall have the equal right to enjoy the use of those Common Areas or common facilities which are designed and built for such use. The Association may make reasonable rules governing use of the Common Areas and facilities, and the use of such common Areas as canals may be prohibited. All Common Area Lots shall be owned by the Association. The Association shall have the power to suspend the use of all common areas to Members who are in arrears for non-payment of Assessments. However the Association may not suspend street or sidewalk

access to a members Lot or home.

6.5 Damages. Any Owner shall be liable for damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, the Owner's tenant, or the Owner's family, guests, agents, contractors or invitees. In the case of joint Ownership the liability of such Owners shall be joint and several. The cost of correcting the damage shall be treated as a Limited Assessment against the Owner and Building Lot and may be collected as provided herein. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE 7: CHAMPION PARK NEIGHBORHOOD ASSOCIATION, INC.

7.1 Organization of Champion Park Neighborhood Association, Inc. Champion Park Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws (attached hereto as Exhibit B) and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.2 Membership. Each Owner of a Lot subject to assessment, by virtue of being an Owner, and for so long as such Ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated except upon the transfer of Owner's title the transferee of such title. Any prohibited membership transfer shall be void and will not be reflected on the books of the Association.

7.3 Voting. Voting in the Association shall be carried out by Members (including Declarant) who shall cast the votes attributable to the planned Building Lots which they own, whether platted or unplatted, in all phases of Champion Park Subdivision which is depicted in Exhibit C to the CC&R's. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned, whether platted or unplatted. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of

Members:

7.3.1 Class A Members. Owners other than Grantor shall be Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member(s) on the day of the vote. One Lot, one vote.

7.3.2 Class B Member. The Grantor shall be the Class B Member, and shall be entitled to five (5) votes for each Building Lot (platted or unplatted) owned by Grantor in all phases of Champion Park Subdivision (generally depicted in Exhibit C attached hereto). The Class B Member shall cease to be a Class B voting Member in the Association at the time the Grantor deeds away the last Building Lot to an Owner other than Grantor in the final phase of the subdivision, or on December 31, 2010, whichever date is sooner. Thereafter Grantor shall have the votes of a Class A Owner for each Building Lot owned.

7.3.3 No Fractional Votes or Severance from Land. Fractional votes are not allowed. If joint Owners cannot agree how their vote will be cast, they lose their right to vote on the matter being put to a vote. A vote cast will be conclusive for all purposes that the Owner had authority and consent of all joint Owners. Votes may not be severed from the Building Lot. However, an Owner may give a revocable proxy, or assign the Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of a Building Lot to a new Owner automatically transfers the voting right to the new Owner.

7.4 Board of Directors and Officers. The affairs of the Association shall be managed by a Board of Directors ("Board") and such officers or agents as the Board may elect or appoint as provided in the By-laws. The Board shall be elected in accordance with the By-laws.

7.5 Powers and Duties of the Association. The Association shall have all the powers of a corporation organized under the laws of the State of Idaho subject only to the limitations set forth in the Articles, By-laws, and this Declaration. The Association shall have the power to appoint representatives and the power to perform all acts which may be necessary or incidental to discharge it's duties and responsibilities and to manage and operate the Association's Common Areas and assets. The Association's powers include,

but are not limited to, the following:

7.5.1 Assessments. The power to levy Assessments on any Class A Owner as set out herein and to force payment as provided in this Declaration.

7.5.2 Enforcement. The power and authority in its own name, or on behalf of any Owner who consents, to file and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the By-laws; and to file and maintain any action to enforce the terms thereof.

7.5.3 Emergency Powers. The power to enter upon any property (but not inside any building) in any emergency where there is potential danger to life or property or when necessary to protect or maintain improvements for which the Association is responsible. The Association may also enter upon any property to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practicable. Any damage caused by the Association shall be repaired by the Association.

7.5.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements. The Association shall have the power to enter into any cooperative agreements, license, easement, access and related agreements regarding water, irrigation, drainage, utilities, roadways, rights-of-way, access ways and the like. The Association shall have the power to grant and convey to any third parties, including Grantor, such licenses, easements, access ways, and rights-of-way in, on or under the Common Area or in any easement areas of any Lots as may be requested by Grantor or as the Association may desire for the installation, maintenance, operation and replacement of any systems or services relating to water, irrigation, sewer, drainage, utilities, roadways, rights-of-way, access ways and the like, or as such may be necessary for the preservation of the health, safety, convenience and welfare of the Owners or adjacent properties. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

7.6. Duties of the Association. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, the Articles and By-laws, the Association shall have the authority

to perform, without limitation, each of the following duties:

7.6.1 Operation and Maintenance. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, and, at the discretion of the Board, provide for: a) the cleaning and sweeping of the streets in the subdivision to keep construction mud and debris to a minimum; b) mowing the vacant Lots and maintaining right of way areas in or adjacent to the subdivision to keep the subdivision as a whole as aesthetically pleasing as possible.

7.6.2 Taxes and Assessments. Pay all real and personal property taxes and assessments including but not limited to water costs separately levied against the Common Area or against the Association and/or any other property in this Subdivision owned or managed by the Association. Taxes, assessments and water costs may be contested or compromised by the Association and the costs are a common area expense. The Association shall pay any applicable federal, state or local taxes levied against the Association.

7.6.3 Water and Other Utilities. Acquire, provide and pay for water, utilities, maintenance, operations costs, and other necessary services for the Common Areas or any pressurized urban irrigation system.

7.6.4 Insurance. Acquire insurance coverage as the Board deems necessary or advisable, from insurance companies authorized to do business in the State of Idaho, and maintain any insurance policies including, but not limited to the following: (1) Comprehensive public liability insurance insuring the Board, the Association, the Grantor and/or the individual grantees and agents and employees of each against any liability incident to the Ownership and/or use of the Common Area; (2) Directors' and officers' liability insurance; (3) Motor vehicle insurance and Workmen's Compensation insurance; (4) Performance, fidelity and other bonds the Board deems necessary to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of Association funds or other property. The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive the Owner's interests in such proceeds. All proceeds shall be used for Association purposes. Insurance premiums for the above insurance coverage shall be a common expense to be included in the Regular Assessments levied by the Association.

7.6.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of this Declaration, the Articles or the By-laws.

7.7 No Liability. No Board member, committee member, Association officer, Grantor or its officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of that person provided that the person has acted in good faith and without gross, willful or intentional misconduct.

7.8. Budgets; Operating Statement; Balance Sheet; Inspection. Within sixty (60) days after the close of each calender year, the Association shall cause to be prepared and shall make available for inspection by any Owner; (1) a balance sheet as of the last day of the Association's calender year; (2) an annual operating statement reflecting the income and expenditures of the Association for its last calender year; and (3) a proposed budget and schedule of Assessments for the current year. Notice of scheduled Assessments due shall be given at least once a year.

7.9 Meetings of Association; Notice of Meeting and Assessments. Each year the Association shall hold at least one annual meeting of the Members on April 30, or some other date set by the board between April 15 and May 31. If any meeting date falls on a weekend or holiday then the meeting shall be on the next following business day. Notice of such meeting shall be given at least 10 and no more than 30 days prior to the meeting and such notice may include notice of the Assessments scheduled due for the coming year. Only Members or their proxies shall be entitled to attend Association meetings. All other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, at the address for the Lot in the subdivision or the address supplied in writing to the Association. This notice shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property, or as close thereto as practical, at a reasonable place selected by the Board. The presence at any meeting of the Class B Member (or representative) where there is such a Member, and of Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any

meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to another time not more than thirty (30) days from the time the original meeting was scheduled. If the rescheduled meeting is more than 30 days then additional notice of the next meeting shall be given. At any subsequent meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE 8: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Champion Park Subdivision, each Class A Owner hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association pursuant to this Declaration. In the event this subdivision is developed in phases, the Lots in uncompleted phases shall not be assessed until they become Class A Owner's Lots. Declarant shall not pay any Assessments for Lots owned by Declarant. No Mortgagee shall be required to collect any assessments.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges set out herein, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment Personal Obligation. Each Assessment obligation set out herein which accrues during the time of Ownership shall also be the personal obligation of the Owner beginning the time the Assessment falls due. This personal obligation for Assessments shall remain Owner's personal obligation regardless of whether he remains an Owner. Notwithstanding anything contained herein, the failure to pay assessments does not constitute a default on an Owner's federally insured mortgage.

8.2 Regular Assessments. All Class A Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

8.2.1 Initial Regular Assessment: The initial Regular Assessment for the year is to be \$250 per calendar year per Lot. This initial assessment is due upon sale of a Lot from Grantor and shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by the Buyer upon closing of the first transfer of the Lot from the Declarant to the

Buyer.

8.2.2 Regular Assessments. The proceeds from Regular (and other) Assessments are to be used to pay for all costs and expenses incurred by the Association, including but not limited to; (1) legal, accounting, management, insurance and professional fees; (2) the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, irrigation facilities, sewer lift stations, special easement areas, and common facilities described in these CC&R's; (3) an amount allocated to an adequate reserve fund, established by the Board, for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained; (4) the cleaning and sweeping of the streets in the subdivision to keep construction mud and debris to a minimum; and (5) mowing the vacant lots and maintaining right of way areas in or adjacent to the subdivision to keep the subdivision as a whole aesthetically pleasing.

8.2.3 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual calendar basis and shall Assess each Class A Owner's Lot equally for all Assessments (except the Limited Assessments which are on a Lot by Lot basis). Regular Assessments for the calendar year shall be pro-rated as of the date of closing.

8.2.4 Amounts Paid by Owners. The Board can require, in its discretion payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner for any given calendar year shall be computed by dividing the Association's total advance estimate of expenses by the total number of Class A Building Lots in the Property (i.e, each Class A Owner of a Building Lot shall pay an equal share of Regular Assessments).

8.3 Special Assessments.

8.3.1 Transfer Special Assessment. Upon each transfer of any Lot in the subdivision and the recording of the deed each Buyer at closing shall pay to the Association a special transfer assessment of Fifty (\$50.00) Dollars which shall be used for general Association purposes.

8.3.2 Start-up Development Assessment. Upon the first sale of each lot in this subdivision from the Declarant, the Buyer shall pay to the

Association at closing an initial Association Start-up fee in the amount of \$250 to be used for general Association purposes. This fee shall be a one time initial Start-up fee, and shall not be prorated for any time left in the calendar year. This Start-up fee assessment shall be paid in full regardless of the time of year of the closing but shall only be paid once per lot.

8.3.3 Special Short Fall Assessments. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be short to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, the Board shall determine the approximate amount necessary to defray such expenses and levy an Excess or Special Assessment equally to all Class A Owners. No such Assessment shall be levied which exceeds thirty-five percent (35%) of the budgeted expenses of the Association for that calendar year, without the vote or written assent of 2/3 of the Class A Owners. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Building Lot and the Owner thereof personally as a remedy to reimburse the Association for costs (together with the 10% management fee, interest and attorneys fees as provided in Article 9 below) incurred in bringing the Owner and/or such Owner's Building Lot into compliance with the provisions of these CC&R's.

8.5 Notice and Assessment Due Date. Except for the Special Transfer Assessment, the Start-up Assessment and initial prorated Regular Assessment, written notice of all other assessments shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within ten (10) days after the levy and notice thereof. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein.

8.6 Late Fees; Interest on Past Due Assessments: Assessments of

any kind which are not paid within thirty (30) days of the due date shall be assessed an additional late charge of \$25.00. In addition, interest shall be paid on the unpaid assessment at the highest rate allowed by law.

8.7 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or Mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 9: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments. Each Owner of a Building Lot, by accepting a deed to a Building Lot, covenants and agrees to comply with the terms, covenants, conditions and restrictions contained herein and to pay each Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Board or its authorized representative may enforce these covenants or the obligations of the Owner hereunder by: (1) direct corrective action against the Owner or the offending violation; (2) litigation at law or in equity; (3) foreclosure of the liens created herein; (4) expenditure of funds to remedy any violations; and/or (5) any other lawful action.

9.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds from the date of

expenditure at the rate of 1-1/2% per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action, and all attorneys fees incurred. Such shall be a Limited Assessment against that Lot and that Lot Owner and shall create a lien enforceable in the same manner as other assessments set forth in these CC&R's. If such an assessment is not paid within ten (10) days of notice of the limited assessment, the Owner shall also be subject to late fees set out herein.

9.1.2 Notice of Corrective Action: Prior to taking corrective action the Board, or its authorized representative, shall give notice to the Owner of the violation of these Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice the Owner consents to corrective action by the Board or its representatives and shall pay all the costs of such corrective action as set out in this Declaration.

9.2 Assessment Liens. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot together with other charges as provided in this Declaration. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.1 Claim of Lien. Upon default of any Owner in the payment of any Assessment, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording), a sufficient legal description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner (or reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all Assessments and all other charges of any kind set out in this Declaration or other satisfaction thereof, the Association shall cause to be recorded a notice releasing the lien. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. The lien may be foreclosed like a mortgage; foreclosed by power of sale; foreclosed pursuant to Idaho Code 45-507; or foreclosed by any other appropriate action in court. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails. Any sale shall be conducted in accordance with Idaho law applicable to the exercise of powers of sale. The Board is authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure to the extent allowed by law.

9.4 Action at Law. The Association may, in it's discretion, elect not to foreclose the lien and simply file an action at law against the Owner for the monies due. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails.

9.5 Required Notice. Any claim of lien shall be recorded with the County Recorder. In the event that the Association elects to file a lien and foreclose pursuant to Idaho Code 45-507 then the Association shall serve the copy of the recorded lien on the Owner within 24 hours of the recording of the lien as required by 45-507. No foreclosure action may be brought to foreclose the lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in the claim of lien, and to the person in possession of such Building Lot(s). No prior notice to the Owner is required for the Association to file an action at law for the monies due; provided, however, that no action at law can be filed until an Assessment is more than 60 days in default.

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recording of a claim of lien for the Assessments. The transfer of any Lot pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the lien of the Assessments which came due before the foreclosure. Otherwise, the sale or transfer of any Building Lot shall not affect any liens or lien rights that Association has in this Declaration. Nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for Assessments.

9.7 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recording of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended. Any Mortgagee requesting in writing shall be given notice of any default in the payment of Assessments for the Lot the subject of the mortgage.

ARTICLE 10: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property, the Association and Owners reciprocal easements of access, ingress and egress to and from their respective Building Lots. These reserved easements are for; (1) installation and repair of utility services in the easement areas identified on the plat; (2) drainage of water (by buried pipe and not by flooding) across and under adjacent Building Lots and Common Areas in the drainage easement areas shown on the plat; (3) reasonable and necessary access for the maintenance and repair of fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, landscaping and the like. Such easements may also be used as necessary by Grantor and the Association.

10.2 Utility Easements. This Declaration is subject to all easements granted by Grantor before or after this Declaration for the installation and maintenance of utilities, drainage facilities, sewer, water, irrigation systems and the like. Grantor reserves, for the Association, the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property.

10.3 Improvement of Drainage and Utility Easement Areas. No permanent structures or Improvements shall be constructed on any drainage or utility easement areas which would interfere with or prevent the easement from being used for it's intended purpose. Landscaping and fences in these easement areas are permitted in this Declaration if they do not interfere with the use of the easement.

10.4 Additional Easements: Right to Grant Easements. In addition to the easements shown on the recorded plat, an easement is further reserved and each Lot shall be subject to an easement five (5) feet on each side of all other Lot lines for installation and maintenance of irrigation and drainage facilities.

Grantor further reserves the right at any time in the future to grant any and all easements, access and rights of way to any utility or governmental entity over and across any Common Area Lot or Common Area of this subdivision for the purposes of installing, maintaining, operating, or replacing any water, sewer, irrigation, drainage, utility, or governmentally required services or the like.

ARTICLE 11: MISCELLANEOUS

11.1 Term. The easements granted in this Declaration shall be perpetual. These CC&R's shall run with the land, and remain in effect, until December 31, 2027, unless amended as provided. After December 31, 2027, these CC&R's shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a recorded instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association. The Association shall not be dissolved without the prior written approval of the City having jurisdiction of this Subdivision.

11.2 Amendment By Grantor. Until the recording of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Grantor alone by recording a written instrument setting forth such amendment or termination.

11.3 Amendment By Owners. Any amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying and attesting that such amendment has been approved by the vote, or written consent, representing two thirds (2/3) or more of the voting power in the Association. Any amendment shall be effective upon recording with the County Recorder of such amendment.

11.4 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on all Owners and all Property, notwithstanding that some Owners may not have voted for or consented to such amendment. Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but no amendment shall prohibit or unreasonably interfere with the allowed uses of any Owner's property which existed prior to the said amendment.

11.5 Annexation of Additional Area. Declarant shall have the right to annex and include additional and similar areas owned by Declarant into these

Declarations and to make these additional areas or subsequent phases of this subdivision subject to the jurisdiction of these CC&R's and the Association. Declarant may annex these additional areas by recording a Declaration of Annexation with the County Recorder describing the additional property to be annexed and referring to these Declarations and specifically stating in the notice any other or modified or additional restrictions that apply to the additional lands. Upon recording of the Notice of Annexation, these CC&R's shall apply to the additional lands (as added to or modified by the Declaration of Annexation) as if the additional land were originally covered by this Declaration. Thereafter, the rights, privileges, duties and liabilities of all parties with respect to the additional lands and the lands described in this Declaration will be governed by these Declarations and the Declaration of Annexation as if all had been done together originally. The Association shall manage all the lands together.

11.6 Mortgage Protection. No amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust made in good faith and for value, and recorded prior to the recording of such amendment, provided that after foreclosure of any first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.7 Notices. Any notices required by these CC&R's shall be in writing and may be delivered either personally, by mail, or by overnight courier. Delivery shall be complete when served personally, posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices shall be sent to the Declarant at 150 E. Aikens, Suite A, Eagle, Idaho 83616; and to Lot Owners at the address of the property, or, if the Owner has given a different address to the Association in writing then notices shall be given to that address. Any addresses may be changed from time to time by notice in writing to the Association.

11.8 Enforcement and Non-Waiver. These CC&R's may be enforced by Declarant, the Board, the Association or any Owner. Failure to enforce any of the terms of this Declaration at any time shall not be a waiver of the right to do so thereafter. Nothing contained herein shall be construed as an obligation of the Declarant, Board, or Champion Park Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Champion Park Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's.

11.9 Successors and Assigns. All references herein to Declarant,

Owners, the Association or person shall be construed to include all heirs, successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

DATED THIS 2nd day of Dec, 2003.

Hillview Development Corporation

By [Signature]
James C. Merkle
Title: President

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

On this 2 day of December 2003, before me, a notary public in and for said State, personally appeared James C. Merkle, known or identified to me to be the President of Hillview Development Corporation, the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same, and acknowledged to me that he executed the same on behalf of the corporation.

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

[Signature]
Notary Public for Idaho
Residing in [Signature], Idaho
My Commission Expires:



Engineering North West, LLC

423 N. Ancestor Place, Suite 180

Boise, Idaho 83704

(208) 376-5000 • Fax (208) 376-5556

Project No. 02-044-00

Date: May 7, 2003

CHAMPION PARK SUBDIVISION NO. 1 FINAL PLAT DESCRIPTION

A parcel of land located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North 89°43'17" East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North 00°01'20" West, 48.00 feet (formerly described as North 00°01'36" West) on the westerly boundary line of the East 1/2 of the SE 1/4 of the SW 1/4 of said Section 32 to the REAL POINT OF BEGINNING;

Thence continuing North 00°01'20" West, 1317.44 feet on the westerly boundary line of the, East 1/2 of the SE 1/4 of the SW 1/4 and the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 32, a portion of said line also being on the easterly boundary line of Summerfield Subdivision Number 3, as same is shown on the Plat thereof recorded in Book 69 of Plats at Pages 7047 and 7048 of Ada County Records;

Thence leaving said westerly boundary line, North 89°43'17" East, 634.25 feet;

Thence North 00°16'43" West, 79.13 feet to a point of curve;

Thence 20.49 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 07°49'33" and a chord distance of 20.47 feet which bears South 55°46'54" East;

Thence South 51°52'08" East, 63.71 feet to a point of curve;

Thence 31.42 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord distance of 28.28 feet which bears South 06°52'08" East;

Thence South 51°52'08" East, 50.00 feet to a point curve;

Thence 31.42 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord distance of 28.28 feet which bears North 83°07'52" East;

EXHIBIT A 1/3

Thence South 51°52'08" East, 2.06 feet to a point of curve;

Thence 116.79 feet along the arc of a curve to the left, said curve having a radius of 205.00 feet, a central angle of 32°38'33" and a chord distance of 115.22 feet which bears South 29°56'10" West to a point of compound curve;

Thence 134.40 feet along the arc of a curve to the left, said curve having a radius of 465.00 feet, a central angle of 16°33'37" and a chord distance of 133.93 feet which bears South 05°20'05" West;

Thence South 10°03'32" East, 50.74 feet to a point of curve;

Thence 103.33 feet along the arc of a curve to the left, said curve having a radius of 287.61 feet, a central angle of 20°35'07" and a chord distance of 102.78 feet which bears South 13°37'09" East;

Thence South 89°43'57" West, 21.45 feet to a point of curve;

Thence 26.57 feet along the arc of a curve to the left, said curve having a radius of 485.00 feet, a central angle of 03°08'20" and a chord distance of 26.57 feet which bears South 22°34'25" East to a point of reverse curve;

Thence 441.91 feet along the arc of a curve to the right, said curve having a radius of 855.00 feet, a central angle of 29°36'49" and a chord distance of 437.01 feet which bears South 09°20'10" East;

Thence South 84°31'45" East, 20.00 feet to a point of curve;

Thence 79.43 feet along the arc of a curve to the right, said curve having a radius of 875.00 feet, a central angle of 05°12'03" and a chord distance of 79.40 feet which bears South 08°04'16" West;

Thence South 14°55'13" West, 15.00 feet;

Thence South 13°48'59" West, 66.00 feet;

Thence South 12°42'45" West, 15.00 feet to a point of curve;

Thence 71.41 feet along the arc of a curve to the right, said curve having a radius of 875.00 feet, a central angle of 04°40'33" and a chord distance of 71.39 feet which bears South 19°17'56" West;

Thence South 07°30'57" West, 97.83 feet;

Thence South 37°59'10" East, 96.52 feet;

EXHIBIT "A" 2/3

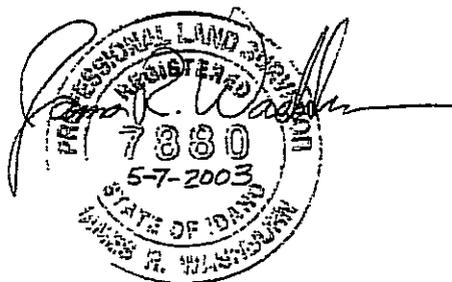
Thence North 89°44'04" East, 20.43 feet;

~~West~~ **EAST** Thence South 00°15'56" East, 35.00 feet to a point on the northerly right-of-way line of West Ustick Road;

Thence South 89°44'04" West, 161.26 feet on said northerly right-of-way line, which line is 48.00 feet northerly of and parallel with the section line common to said Sections 32 and 5;

Thence South 89°43'17" West, 663.75 feet on said northerly right-of-way line, which line is 48.00 feet northerly of and parallel with the section line common to said Sections 32 and 5, to the real point of beginning. Said parcel contains 23.09 acres more or less.

**PREPARED BY:
Engineering NorthWest, LLC**



James R. Washburn, PLS

EXHIBIT "A" 3/3

**BY-LAWS
OF
CHAMPION PARK NEIGHBORHOOD ASSOCIATION, INC.
(CHAMPION PARK SUBDIVISION)**

ARTICLE 1. GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is set out in the heading above and is hereinafter referred to as the corporation or as the "Association".

1.2 By-laws Applicability. The provisions of these By-laws are applicable to the corporation and subdivision named above, together with such subsequent phases, additions or annexations thereto as may hereinafter be brought within the jurisdiction of the Association.

1.3 Personal Application. All present and future Members, Owners and their tenants, employees, and any other person that might use the facilities owned and/or managed by the Association are subject to these By-laws.

ARTICLE 2 VOTING, QUORUM, PROXIES

2.1 Voting. Voting shall be as set out in the Covenants Conditions and Restrictions for this Subdivision (hereinafter referred to as "CC&R's" or "Declaration"). Except for the Class B Membership provided for in the CC&R's, and except as may be otherwise provided in the CC&R's, each Class A Member shall be entitled to one vote for each Building Lot owned by such Member. One Lot one vote for Class A Members.

2.2 Quorum. The presence in person or by proxy of the Class B Member (if one), and the presence in person or by proxy of the Class A Members holding at least ten percent (10%) of the total Class A votes entitled to be cast shall constitute a quorum. The Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies must be

in writing and filed at the meeting and are good for 11 months or until canceled by the member giving the proxy.

ARTICLE 3 ADMINISTRATION

3.1 Duties. The Association shall have the duties set out in the CC&R's" for the subdivision set out above.

3.2 Meetings. Meetings of the Association shall be held on the Property or close to the Property, and shall be conducted in accordance with Robert's Rules of Order.

3.3 Annual Meetings. Annual meetings of the members shall be held on May 30 of each year, unless a different date between April 15 and September 15 is selected by the Board. (If a weekend or holiday then the next business day.)

3.4 Special Meetings. It shall be the duty of the President to call a special meeting as directed by the Board, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these By-laws, and shall state the nature of the business to be undertaken.

3.5 Notice of Meetings. Notice of meetings shall be given to all Members at the address of the Lot in the subdivision or to such address as provided in writing to the Association. The notice shall include all matters or issues to be voted on at the meeting

3.6 Order of Business. The order of business at meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers, including the reports of the President or financial officers, or their designated representatives, as to the activities and financial condition of the corporation; (e) reports of committees; (f) election of Directors, if Directors are to be elected; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Association or by their representative, in order of their priority.

3.7 Adjourned Meetings. If any meeting of the Corporation cannot be

organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least ten percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.8 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

3.9 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made party of the minutes of the meeting.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed and managed by the Board composed of at least three (3) persons, who need not be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor, or to receive reimbursement for out of pocket costs incurred in carrying out duties.

4.2 Powers and Duties. The Board has all powers and duties necessary for the administration of the affairs of the Association, and the powers set forth in the CC&R's.

4.3 Special Powers and Duties. In addition to the general powers the such powers and duties as set forth in the CC&R's, the Board is vested with, and responsible for the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them; to fix their compensation; and, to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce rules and regulations as the Board may deem advisable.

(c) To change the principal office of the Association from one location to another within the county; to designate the place meetings.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to execute any necessary documents relating thereto.

(e) To fix, levy and determine the due dates of all Assessments as provided in the CC&R's. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the CC&R's.

(f) To enforce the provisions of the CC&R's or other agreements of the Association.

(g) To contract for and pay for insurance, insuring the Owners, the Association, the Board and/or other interested parties, in accordance with the provisions of the CC&R's as deemed advisable by the Board.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the pressurized irrigation system, all Common Area, if any, and to contract for and pay the expenses relating thereto.

(i) To grant easements or licenses as provided in the CC&R's.

4.4 Management and Other Agents. The Board may contract or employ for the Association a management agent ("Manager") or other Agents at a

compensation established by the Board to perform such duties and services as the Board shall authorize.

4.5 Term of Office; Election. The initial Board of Directors shall be selected and designated by the Declarant identified in the CC&R's. This Board shall serve so long as Declarant owns or has any interest in any of the property depicted in Exhibit C to the CC&R's, or until their resignation. After the resignation of the Declarant's designated Board of Directors the terms of the Directors shall be for one (1) year. At the first meeting where new Directors are to be elected after the resignation of the Declarant's Board of Directors, and thereafter at each annual meeting, Directors shall be elected by secret written ballot by a Majority of the voting power present at such meeting. Cumulative voting is not permitted. In the event that an annual meeting is not held, or the Directors are not elected, the Directors shall hold office until a successor has been elected (at a special meeting if necessary) or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve. Nomination for election to the Board may be made by a nomination committee and/or made from the floor at the annual meeting by any Director, Officer or Member.

4.6 Books, Financial Statements and Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition and the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operating statement shall be made available to each Member as set out in the CC&R's, and to first mortgagees who have in writing so requested.

4.7 Vacancies. Vacancies in the Declarant's Board shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose.

4.8 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the voting power (total Class A and Class B votes as set out in the CC&R's) present at the meeting and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be

heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

4.9 Board Meetings. The regular annual meeting of the Board shall follow the regular annual meeting of the Members unless determined otherwise by the Board. The Board shall meet at such times and places as it shall reasonably determine provided a majority is present. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or fax at least three (3) days prior to the day named for such meetings.

4.10 Special Meetings. Special meetings of the Board may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive.

4.12 Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by that Director. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.13 Quorum. A majority of the Directors shall constitute a quorum and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.15 Committees. The Board may designate such committees as the Board shall desire, and establish the purposes and powers of each such committee created.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be

elected by the Board and serve at the will of the Board. One person may hold two or more offices, except those offices of President and Secretary.

5.2 Election of Officers. The officers of the Association shall be elected by the Board for such term as determined by the Board.

5.3 Removal of Officers. Upon a vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. Any officer may resign by giving written notice to the Board or to the President or Secretary of the Association.

5.4 Compensation. Any reasonable compensation of the officers, agents, and employees of the corporation shall be paid but only after authorization from the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. (No officer, employee or director who is an affiliate of Grantor may receive any compensation.)

5.5. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.6. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit Association. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Association.

5.7. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act.

5.8. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The Secretary shall in general, perform all the duties incident to the office of Secretary and shall authenticate all corporation documents. The Secretary shall give, or cause to be given, notices of meetings. The Secretary

shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner(if known), listing the names and addresses as furnished to the Association.

5.9. Treasurer. The Treasurer shall have responsibility for the Association finances and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, in accordance with the CC&R's, and shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-laws.

ARTICLE 6. OBLIGATIONS OF OWNERS

6.1 Assessments. All Class A Owners are obligated to comply with all of the terms and conditions contained in the CC&R's and pay all Assessments set out in the CC&R's. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the CC&R's.

6.2 Maintenance and Repair. Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot and improvements as required under the provisions of the CC&R's. Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Property owned or controlled by the Association which are damaged through the fault of the Owner as set out in the CC&R's.

ARTICLE 7. AMENDMENTS TO BY-LAWS

These By-laws may be amended at an annual meeting or at a special meeting for such purpose by a vote of the Class B Member (if one) and a 2/3 vote of the Class A Members present.

ARTICLE 8. MEANING OF TERMS

All terms in these By-laws have the same meanings as in the CC&R's.

ARTICLE 9. CONFLICTING PROVISIONS

In case any of these By-laws conflict with any provisions of the laws of the State of Idaho, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these By-laws the Articles shall control; and in the case of any conflict between the CC&R's and these By-laws, the CC&R's shall control.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

10.2 Indemnification. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons'

duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

10.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

10.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or,

(b) Approval or ratification by the affirmative vote of a Majority of Members entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of a Majority thereof; or,

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, determines that the agent is entitled to indemnification; or

(d) Independent legal counsel, engaged at the direction of a quorum of disinterested directors, gives a written opinion that indemnification is justified.

10.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

10.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3 or paragraph (c) of Section 10.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these By-laws, a resolution of the Board or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

10.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 11. MISCELLANEOUS

11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such persons, and in such manner as approved by the Board.

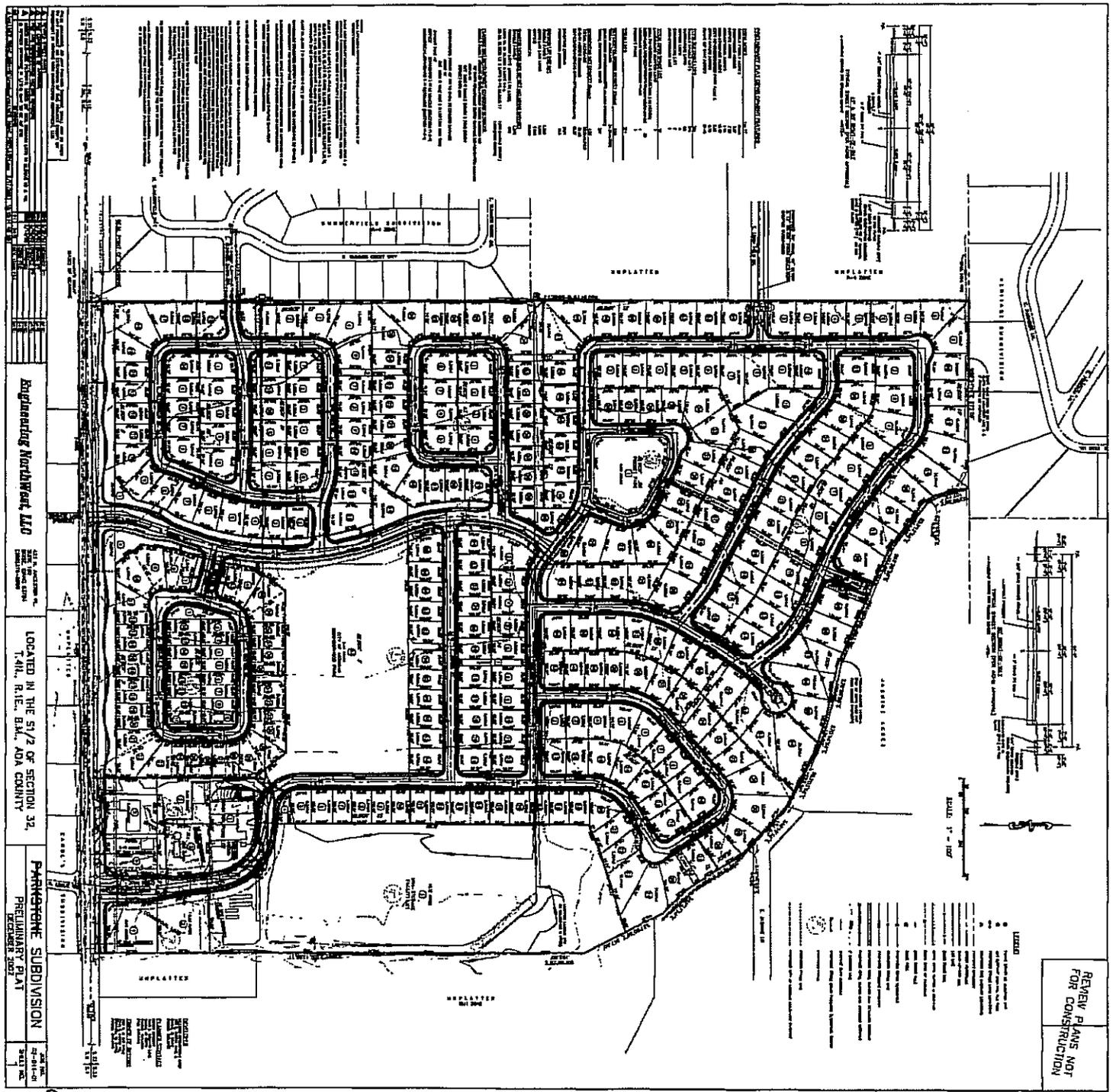
11.2 Execution of Documents. The Board may authorize any officer(s) or agent(s), to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or

employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable for any purpose or in any amount.

11.3 Inspection of By-laws, Books and Records. The Association shall keep a copy of the Articles, the CC&R's and By-laws, as amended, and the books, records and papers of the Association in the Association's office. These shall be subject to inspection by any member during reasonable business hours. Copies will be provided at a reasonable cost and with advance notice.

11.4 Fiscal Year. The fiscal year of the Association shall be a calendar year.

11.5 Membership Book. The Association shall keep and maintain in the Association's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred upon payment of any Transfer Assessment.



CHAMPION
PARK SUB.

EXHIBIT "C"

s document
ided courtesy
f TitleOne

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/21/03 01:19 PM
DEPUTY Michelle Turner
RECORDED--REQUEST OF
Ada County Highway Dist
AMOUNT .00

11

Champion Park #2
T 4N, R 1E, Section 32



(Space Reserved for Ada County Recorder)

SEEPAGE BED MAINTENANCE EASEMENT

THIS SEEPAGE BED MAINTENANCE EASEMENT is made and entered into this 18 day of August, 2003, HILLVIEW DEVELOPMENT CORPORATION, INC., hereinafter "GRANTOR", and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter "ACHD";

WITNESSETH:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to ACHD an easement (the "Easement") on and under that certain real property owned by GRANTOR situated in the COUNTY OF ADA, STATE OF IDAHO more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Servient Estate").

This grant is made on the following terms:

1. Authorized Uses By ACHD. The Easement granted herein is for access by ACHD, its employees and contractors on and under the Servient Estate during the repair and maintenance of underground seepage beds located within the public right-of-way (the "Dominant Estate") which adjoin the Servient Estate. The seepage beds are a part of the ACHD storm water drainage system for the local streets in the subdivision of which the Servient Estate is a part. Repair and maintenance of the seepage beds requires ingress and egress on and under the Servient Estate for equipment and personnel while excavating the seepage bed and cleaning out and replacing rocks and sand in the bed and for all other reasonable uses that are necessary, advisable or convenient to ACHD in connection with such repair and maintenance of the seepage bed.
2. Notice to GRANTOR. Except in the case of an emergency requiring immediate attention, ACHD shall give written notice to the GRANTOR at least forty-eight (48) hours prior to commencing any repair and maintenance of the seepage bed that will impact the Servient Estate. The notice shall be addressed to Occupant at the municipal address of the lot on which the Servient Estate is located and mailed by U.S. Mail, postage prepaid, and a copy of the notice shall also be posted on the front door of the residence on the lot in which the Servient Estate is located.
3. Assurance of Occupant Access. During the course of repair and maintenance of the seepage beds and the restoration of the Servient Estate, ACHD shall assure that at all times the occupants of the lots in which the Servient Estate is located have pedestrian ingress and egress to and from their lot to and from an

Seepage Bed Maintenance Easement, page 1
(1/3/03)

Exhibit D

adjacent public street and sidewalk. If a driveway on the Servient Estate which serves a lot is impacted during repair and maintenance ACHD will use its best efforts to restore the same within thirty (30) days.

4. Use by GRANTOR and GRANTOR's Successors and Assigns. The Easement herein granted on and under the Servient Estate is not exclusive to ACHD, and the GRANTOR and GRANTOR's successors or assigns to the underlying estate may landscape the surface of the Servient Estate, construct a driveway on the surface of the Servient Estate, install underground irrigation pipes and systems and make any other use authorized on the Servient Estate by applicable municipal zoning and other ordinances and by the subdivision covenants except plant shrubs that have a mature height in excess of four feet (4'), plant trees, or construct a building thereon.

5. Term. This Easement shall be in full force and effect until the adjoining seepage bed is no longer used as a part of the ACHD storm water drainage system and has been abandoned.

6. Indemnification. ACHD hereby agrees to indemnify and hold GRANTOR, its successors and assigns to the Servient Estate harmless from and against any and all claims for loss, injury, death and damage caused by or arising out of the use of the Servient Estate by ACHD, its employees and contractors, hereunder, and including, without limitation, attorneys fees and costs that might be incurred by GRANTOR in defending any such claims.

7. Restoration. If the Servient Estate is damaged during maintenance and repair of the seepage bed by ACHD, its employees and contractors, ACHD shall restore the same, at its sole cost and expense, to at least as good a condition as existed prior to the damage.

8. Not a Dedication to Public. The Easement is not a dedication or grant to the public, and is strictly limited to the authorized uses by ACHD, its employees and contractors set forth in Section.1.

9. Binding Effect. This Easement, and the covenants and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) ACHD AND GRANTOR, respectively, and their successors and assigns, and (ii) their respective interests in the Dominant and Servient Estates.

10. Appurtenant. The Easement herein granted is appurtenant to the Dominant Estate.

TO HAVE AND TO HOLD this Easement unto the ACHD for the term hereinabove set forth.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, GRANTOR warrants to the ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

Section 12. Warranty of Authority to Execute

12.1 The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.

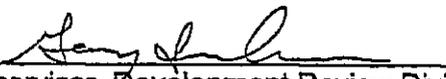
12.2 If Grantor is not a natural person, the person(s) executing the Agreement on behalf of Grantor represent(s) and warrant(s) due authorization to do so on behalf of Grantor, and that upon execution of this Agreement on behalf of Grantor, the same is binding upon, and shall inure to the benefit, of Grantor.

IN WITNESS WHEREOF, this Easement has been duly executed by the parties, the day, month and year herein first above written.

Hillview Development Corporation, Inc.


James Merkle, President

ADA COUNTY HIGHWAY DISTRICT

by 
Supervisor, Development Review Division

Engineering North West, LLC

423 N. Ancestor Place, Suite 180

Boise, Idaho 83704

(208) 376-5000 • Fax (208) 376-5556

EXHIBIT "A"

Project No. 02-044-00

Date: July 14, 2003

CHAMPION PARK SUBDIVISION NO. 1 STORM DRAIN EASEMENT DESCRIPTIONS

STORM DRAIN EASEMENT #1

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North 89°43'17" East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North 80°12'02" East, 621.86 feet to a point on a curve, said point being the REAL POINT OF BEGINNING;

Thence 107.69 feet on the arc of a curve to the right, said curve having a radius of 382.35 feet, a central angle of 16°08'15" and a chord distance of 107.34 feet which bears North 14°14'10" East to a point of compound curve;

Thence 39.86 feet on the arc of a curve to the right, said curve having a radius of 133.94 feet, a central angle of 17°03'01" and a chord distance of 39.71 feet which bears North 30°49'48" East;

Thence South 50°38'41" East, 10.00 feet to a point on a curve;

Thence 36.88 feet on the arc of a curve to the left, said curve having a radius of 123.94 feet, a central angle of 17°03'01" and a chord distance of 36.75 feet which bears South 30°49'48" West to a point of compound curve;

Thence 104.87 feet on the arc of a curve to the left, said curve having a radius of 372.35 feet, a central angle of 16°08'15" and a chord distance of 104.53 feet which bears South 14°14'10" West;

Thence North 83°49'58" West, 10.00 feet to the real point of beginning.

STORM DRAIN EASEMENT #2

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North $89^{\circ}43'17''$ East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North $36^{\circ}25'36''$ East, 1128.17 feet to a point on a curve, said point also being the REAL POINT OF BEGINNING;

Thence 152.23 feet on the arc of a curve to the right, said curve having a radius of 545.00 feet, a central angle of $16^{\circ}00'13''$ and a chord distance of 151.73 feet which bears North $16^{\circ}08'28''$ West;

Thence North $81^{\circ}51'39''$ East, 10.00 feet to a point on a curve;

Thence 149.43 feet on the arc of a curve to the left, said curve having a radius of 535.00 feet, a central angle of $16^{\circ}00'13''$ and a chord distance of 148.95 feet which bears South $16^{\circ}08'28''$ East;

Thence South $65^{\circ}51'26''$ West, 10.00 feet to the real point of beginning.

STORM DRAIN EASEMENT #3

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North $89^{\circ}43'17''$ East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North $05^{\circ}43'51''$ East, 1011.49 feet to a point on a curve, said point being the REAL POINT OF BEGINNING;

Thence 14.93 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of $10^{\circ}41'36''$ and a chord distance of 14.91 feet which bears North $05^{\circ}22'07''$ West;

Thence North $00^{\circ}01'19''$ West, 170.00 feet to a point of curve;

Thence 10.18 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 07°17'31" and a chord distance of 10.17 feet which bears North 03°37'26" East;

Thence North 89°58'41" East, 10.09 feet to a point of curve;

Thence 10.19 feet on the arc of a curve to the left, said curve having a radius of 70.00 feet, a central angle of 08°20'26" and a chord distance of 10.18 feet which bears South 04°08'54" West;

Thence South 00°01'19" East, 170.00 feet to a point of curve;

Thence 14.96 feet on the arc of a curve to the left, said curve having a radius of 70.00 feet, a central angle of 12°14'35" and a chord distance of 14.93 feet which bears South 06°08'37" East;

Thence South 89°58'41" West, 10.20 feet to the real point of beginning.

STORM DRAIN EASEMENT #4

An easement located in the South 1/2 of Section 32, T. 4N., R 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North 89°43'17" East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North 13°40'08" East, 968.99 feet to the REAL POINT OF BEGINNING;

Thence North 00°16'43" West, 10.00 feet;

Thence North 89°43'17" East, 180.00 feet;

Thence South 00°16'43" East, 10.00 feet;

Thence South 89°43'17" West, 180.00 feet to the real point of beginning.

STORM DRAIN EASEMENT #5

An easement located in the South 1/2 of Section 32, T. 4N., R 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North $89^{\circ}43'17''$ East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North $20^{\circ}54'31''$ East, 449.68 feet to a point on a curve, said point being the REAL POINT OF BEGINNING;

Thence 22.25 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $63^{\circ}44'56''$ and a chord distance of 21.12 feet which bears North $46^{\circ}24'59''$ East to a point of compound curve;

Thence 21.77 feet on the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of $08^{\circ}18'56''$ and a chord distance of 21.75 feet which bears North $82^{\circ}26'55''$ East to a point of compound curve;

Thence 125.23 feet on the arc of a curve to the right, said curve having a radius of 2641.18 feet, a central angle of $02^{\circ}43'00''$ and a chord distance of 125.22 feet which bears North $87^{\circ}57'53''$ East;

Thence South $00^{\circ}40'38''$ East, 10.00 feet to a point of curve;

Thence 124.75 feet on the arc of a curve to the left, said curve having a radius of 2631.18 feet, a central angle of $02^{\circ}43'00''$ and a chord distance of 124.74 which bears South $87^{\circ}57'53''$ West to a point of compound curve;

Thence 38.31 feet on the arc of a curve to the left, said curve having a radius of 140.00 feet, a central angle of $15^{\circ}40'36''$ and a chord distance of 38.19 which bears South $78^{\circ}46'05''$ West to the real point of beginning.

STORM DRAIN EASEMENT #6

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North $89^{\circ}43'17''$ East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North $11^{\circ}38'17''$ East, 494.80 feet to the REAL POINT OF BEGINNING;

Thence North $00^{\circ}01'19''$ West, 186.65 feet to a point of curve;

Thence 37.84 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 27°06'11" and a chord distance of 37.49 feet which bears North 13°31'46" East;

Thence South 65°35'51" East, 10.01 feet to a point on a curve;

Thence 33.58 feet on the arc of a curve to the left, said curve having a radius of 70.00 feet, a central angle of 27°29'10" and a chord distance of 33.26 feet which bears South 13°43'16" West;

Thence South 00°01'19" East, 186.65 feet;

Thence South 89°58'41" West, 10.00 feet to the real point of beginning.

STORM DRAIN EASEMENT #7

An easement located in the South 1/2 of Section 32, T. 4N., R 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North 89°43'17" East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North 39°31'20" East, 233.64 feet to the REAL POINT OF BEGINNING;

Thence North 00°16'43" West, 11.03 feet to a point on a curve;

Thence 32.76 feet on the arc of a curve to the left, said curve having a radius of 70.00 feet, a central angle of 26°48'59" and a chord distance of 32.46 feet which bears South 76°52'13" East;

Thence North 89°43'17" East, 148.42 feet;

Thence South 00°16'43" East, 10.00 feet;

Thence South 89°43'17" West, 148.42 feet to a point of curve;

Thence 32.46 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 23°15'00" and a chord distance of 32.24 feet which bears North 78°39'13" West to the real point of beginning.

STORM DRAIN EASEMENT #8

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North $89^{\circ}43'17''$ East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North $63^{\circ}13'05''$ East, 523.47 feet to a point on a curve, said point being the REAL POINT OF BEGINNING;

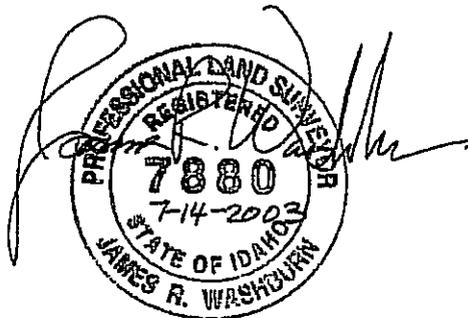
Thence 106.89 feet on the arc of a curve to the right, said curve having a radius of 482.61 feet, a central angle of $12^{\circ}41'24''$ and a chord distance of 106.67 feet which bears North $20^{\circ}59'46''$ East;

Thence North $89^{\circ}43'17''$ East, 11.32 feet to a point on a curve;

Thence 93.13 feet on the arc of a curve to the left, said curve having a radius of 472.61 feet, a central angle of $11^{\circ}17'27''$ and a chord distance of 92.98 feet which bears South $22^{\circ}19'55''$ West to a point of reverse curve;

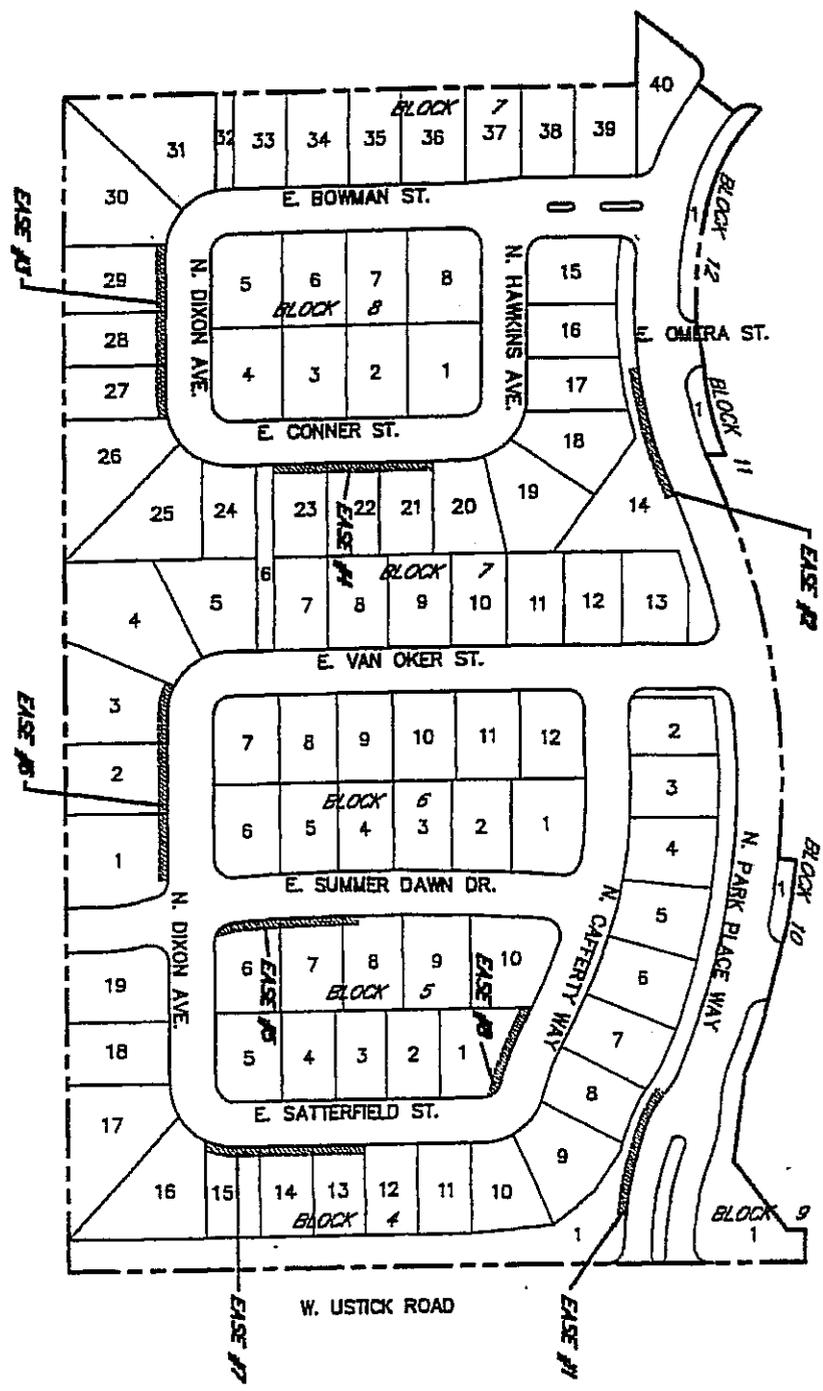
Thence 20.59 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $58^{\circ}59'15''$ and a chord distance of 19.69 feet which bears South $46^{\circ}10'49''$ West to the real point of beginning.

PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS

CHAMPION PARK SUBDIVISION NO. 1 STORM DRAIN EASEMENTS - EXHIBIT "A"



SCALE: 1" = 200'



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/21/03 01:19 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Ada County Highway Dist
AMOUNT .00

Champion Park #1
T 4N, R 1E, Section 31



(Reserved for Ada County Recorder)

**PUBLIC RIGHT-OF-WAY EASEMENT
(SIDEWALK)**

THIS RIGHT-OF-WAY EASEMENT (SIDEWALK) (the "Easement"), is made and entered into this 18 day of August, 2003, by and between **HILLVIEW DEVELOPMENT CORPORATION, INC.**, hereinafter referred to as "GRANTOR," and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter "Servient Estate") and is in the process of developing the property adjoining the Servient Estate, and on the terms and conditions hereinafter set forth, GRANTOR desires to grant this easement on, over and across the Servient Estate to ACHD for the public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk (hereinafter the "Improvement") thereon.

1.2 On the terms and conditions hereinafter set forth ACHD desires to extend its system of public sidewalks to include that to be constructed by GRANTOR on the Servient Estate, and upon GRANTOR's completion of construction of the Improvement on, over and across the Servient Estate, and when ACHD has accepted the same, ACHD desires that the Improvement and the Servient Estate become a part of its system of Highways (hereinafter "Highways") as that term is defined in *Idaho Code*, section 40-109(5), for ACHD and the public use hereinafter described. ACHD's system of Highways is hereinafter referred to as the "Dominant Estate".

1.3 As provided in *Idaho Code*, section 40-1412, ACHD Ordinance Number 190 and the ACHD Policy Manual, the adjacent property owner has the responsibility to pay for the repair and maintenance of the Improvement.

Exhibit E

SECTION 2. Grant and Authorized Use.

GRANTOR hereby grants to ACHD a perpetual and exclusive easement for a public right-of-way on, over and across the Servient Estate for the Improvement, for use by those members of the public who are pedestrians (as defined in *Idaho Code*, section 49-117) and by bicyclists (if the Servient Estate is located in an area where bicycles are allowed to be ridden on sidewalks), and the statutory rights, if any, of utilities to use the public right-of-way, and for ACHD, its employees, agents and contractors access to inspect, repair and maintain the Improvement.

SECTION 3. Reservation of Access for Construction by GRANTOR; Covenant to Construct; Repair and Maintenance.

3.1 GRANTOR reserves access to and from the Servient Estate for GRANTOR and GRANTOR's employees, agents and contractors to construct the Improvements thereon.

3.2 GRANTOR covenants and agrees to construct the Improvements on the Servient Estate in accordance with designs approved in advance by ACHD, in writing, ACHD policies and good engineering practices, at no cost or expense to ACHD.

SECTION 4. GRANTOR's Indemnification GRANTOR shall indemnify and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions or judgments for damages, injury or death caused by or arising out of the construction of the Improvement, and including reimbursement for any costs of suit and fees of its attorneys which are incurred should ACHD be required to defend any such claims or actions.

SECTION 5. Term of Easement The term of the Easement herein granted to ACHD is perpetual.

SECTION 6. Covenants Run with the Land

This Easement is a burden upon the Servient Estate and appurtenant to and for the benefit of the Dominant Estate, and shall run with the land.

SECTION 7. Recordation.

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

TO HAVE AND TO HOLD this Easement unto the ACHD forever.

Engineering North West, LLC

423 N. Ancestor Place, Suite 180

Boise, Idaho 83704

(208) 376-5000 • Fax (208) 376-5556

Project No. 02-044-01

EXHIBIT "A"

Date: July 15, 2003

CHAMPION PARK SUBDIVISION NO. 1 SIDEWALK EASEMENT DESCRIPTIONS

SIDEWALK EASEMENT #1

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North 89°43'17" East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North 00°01'20" West, 48.00 feet to the REAL POINT OF BEGINNING;

Thence continuing North 00°01'20" West, 12.00 feet;

Thence North 89°43'17" East, 824.96 feet;

Thence South 00°15'57" East, 12.04 feet;

Thence South 89°44'04" West, 161.26 feet;

Thence South 89°43'17" West, 663.75 feet to the real point of beginning.

SIDEWALK EASEMENT #2

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North $89^{\circ}43'17''$ East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North $85^{\circ}09'17''$ East, 602.87 feet to the REAL POINT OF BEGINNING;

Thence North $00^{\circ}16'44''$ West, 5.00 feet to a point of curve;

Thence 23.25 feet on the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of $88^{\circ}49'20''$ and a chord distance of 20.99 feet which bears North $45^{\circ}18'37''$ East to a point of reverse curve;

Thence 140.98 feet on the arc of a curve to the right, said curve having a radius of 377.35 feet, a central angle of $21^{\circ}24'21''$ and a chord distance of 140.16 feet which bears North $11^{\circ}36'07''$ East to a point of compound curve;

Thence 38.37 feet on the arc of a curve to the right, said curve having a radius of 128.94 feet, a central angle of $17^{\circ}03'01''$ and a chord distance of 38.23 feet which bears North $30^{\circ}49'48''$ East to a point of reverse curve;

Thence 32.61 feet on the arc of a curve to the left, said curve having a radius of 115.00 feet, a central angle of $16^{\circ}14'48''$ and a chord distance of 32.50 feet which bears North $31^{\circ}13'55''$ East to a point of compound curve;

Thence 659.76 feet on the arc of a curve to the left, said curve having a radius of 800.00 feet, a central angle of $47^{\circ}15'05''$ and a chord distance of 641.22 feet which bears North $00^{\circ}31'02''$ West to a point of reverse curve;

Thence 355.86 feet on the arc of a curve to the right, said curve having a radius of 540.00 feet, a central angle of $37^{\circ}45'28''$ and a chord distance of 349.46 feet which bears North $05^{\circ}15'50''$ West to a point of compound curve;

Thence 119.81 feet on the arc of a curve to the right, said curve having a radius of 280.00 feet, a central angle of $24^{\circ}30'58''$ and a chord distance of 118.90 feet which bears North $25^{\circ}52'23''$ East;

Thence North $38^{\circ}07'52''$ East, 8.98 feet to a point of curve;

Thence 23.56 feet on the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of $90^{\circ}00'00''$ and a chord distance of 21.21 feet which bears North $06^{\circ}52'08''$ West;

Thence North $38^{\circ}07'52''$ East, 5.00 feet to a point of curve;

Thence 31.42 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord distance of 28.28 feet which bears South 06°52'08" East;

Thence South 38°07'52" West, 8.98 feet to a point of curve;

Thence 117.67 feet on the arc of a curve to the left, said curve having a radius of 275.00 feet, a central angle of 24°30'58" and a chord distance of 116.77 feet which bears South 25°52'23" West to a point of compound curve;

Thence 352.57 feet on the arc of a curve to the left, said curve having a radius of 535.00 feet, a central angle of 37°45'28" and a chord distance of 346.22 feet which bears South 05°15'50" East to a point of reverse curve;

Thence 663.88 feet on the arc of a curve to the right, said curve having a radius of 805.00 feet, a central angle of 47°15'05" and a chord distance of 645.23 feet which bears South 00°31'02" East to a point of compound curve;

Thence 34.03 feet on the arc of a curve to the right, said curve having a radius of 120.00 feet, a central angle of 16°14'48" and a chord distance of 33.91 feet which bears South 31°13'55" West to a point of reverse curve;

Thence 36.88 feet on the arc of a curve to the left, said curve having a radius of 123.94 feet, a central angle of 17°03'01" and a chord distance of 36.75 feet which bears South 30°49'48" West to a point of compound curve;

Thence 139.11 feet on the arc of a curve to the left, said curve having a radius of 372.35 feet, a central angle of 21°24'20" and a chord distance of 138.30 feet which bears South 11°36'08" West to a point of reverse curve;

Thence 31.01 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 88°49'35" and a chord distance of 27.99 feet which bears South 45°18'30" West to the real point of beginning.

SIDEWALK EASEMENT #3

An easement located in the South 1/2 of Section 32, T. 4N., R. 1E., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 31 and 32 of said T. 4 N., R. 1 E., and Sections 5 and 6 of T. 3 N., R. 1 E., B.M.;

Thence North 89°43'17" East, 1991.45 feet on the section line common to said Sections 32 and 5;

Thence leaving said section line, North 85°54'49" East, 722.59 feet to a point of curve, being the REAL POINT OF BEGINNING;

Thence 32.00 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 91°40'53" and a chord distance of 28.70 feet which bears North 44°25'30" West to a point of compound curve;

Thence 99.55 feet on the arc of a curve to the right, said curve having a radius of 292.35 feet, a central angle of 19°30'36" and a chord distance of 99.07 feet which bears North 11°10'15" East to a point of reverse curve;

Thence 57.94 feet on the arc of a curve to the left, said curve having a radius of 167.78 feet, a central angle of 19°47'12" and a chord distance of 57.66 feet which bears North 11°01'56" East to a point of reverse curve;

Thence 42.89 feet on the arc of a curve to the right, said curve having a radius of 120.00 feet, a central angle of 20°28'42" and a chord distance of 42.66 feet which bears North 11°22'41" East to a point of reverse curve;

Thence 682.86 feet on the arc of a curve to the left, said curve having a radius of 855.00 feet, a central angle of 45°45'37" and a chord distance of 664.86 feet which bears North 01°15'46" West to a point of reverse curve;

Thence 319.62 feet on the arc of a curve to the right, said curve having a radius of 485.00 feet, a central angle of 37°45'28" and a chord distance of 313.86 feet which bears North 05°15'50" West to a point of reverse curve;

Thence 96.28 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24°30'58" and a chord distance of 95.54 feet which bears North 25°52'23" East;

Thence North 38°07'52" East, 8.98 feet to a point of curve;

Thence 31.42 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord distance of 28.28 feet which bears North 83°07'52" East;

Thence South 51°38'37" West, 20.58 feet to a point of curve;

Thence 98.83 feet on the arc of a curve to the left, said curve having a radius of 210.00 feet, a central angle of 26°57'51" and a chord distance of 97.92 feet which bears South 27°05'50" West to a point of compound curve;

Thence 309.73 feet on the arc of a curve to the left, said curve having a radius of 470.00 feet, a central angle of 37°45'28" and a chord distance of 304.16 feet which bears South 05°15'50" East to a point of reverse curve;

Thence 694.84 feet on the arc of a curve to the right, said curve having a radius of 870.00 feet, a central angle of 45°45'37" and a chord distance of 676.52 feet which bears South 01°15'46" East to a point of reverse curve;

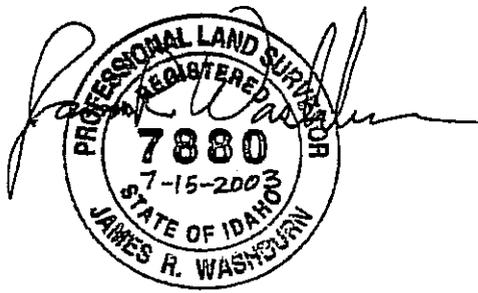
Thence 37.53 feet on the arc of a curve to the left, said curve having a radius of 105.00 feet, a central angle of 20°28'42" and a chord distance of 37.33 feet which bears South 11°22'41" West to a point of reverse curve;

Thence 63.12 feet on the arc of a curve to the right, said curve having a radius of 182.78 feet, a central angle of 19°47'12" and a chord distance of 62.81 feet which bears South 11°01'56" West to a point of reverse curve;

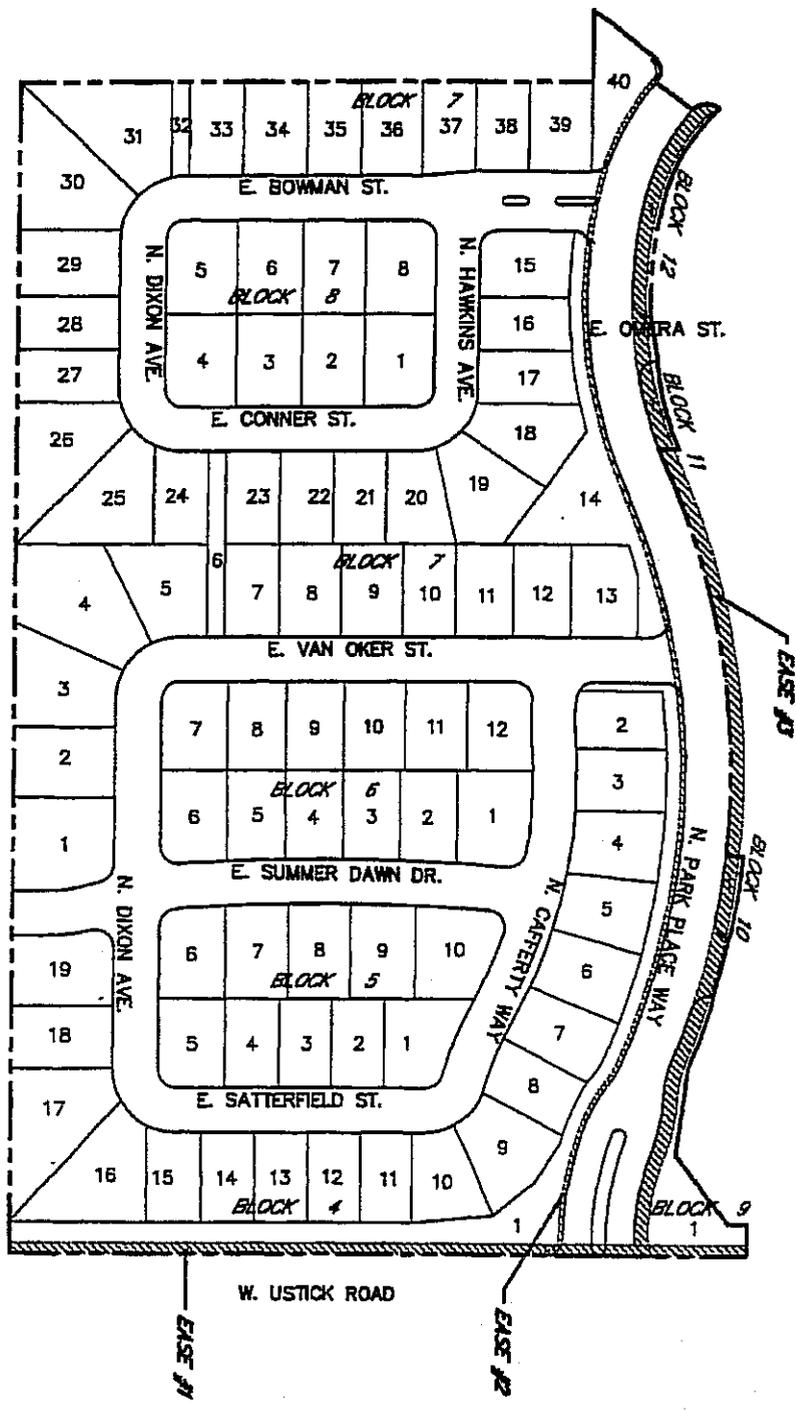
Thence 94.44 feet on the arc of a curve to the left, said curve having a radius of 277.35 feet, a central angle of 19°30'34" and a chord distance of 93.98 feet which bears South 11°10'15" West;

Thence South 14°11'48" East, 20.76 feet to the real point of beginning.

PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS



CHAMPION PARK SUBDIVISION NO. 1 SIDEWALK EASEMENTS - EXHIBIT "A"

SCALE: 1" = 200'



s document
ided courtesy
f TitleOne

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/08/04 02:12 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Champion Park Sub 1 & 2

AMOUNT 30.00 10



First Amendment to that:

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHAMPION PARK SUBDIVISION NO. 1**

THIS FIRST AMENDMENT TO THAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAMPION PARK SUBDIVISION NO. 1 is made this 8th day of September, 2004, by Hillview Development Corporation, an Idaho corporation, (hereinafter "Grantor" or "Declarant") whose address is 150 E. Aikens, Suite A, Eagle, Idaho 83616.

Original Recording. The Original Declaration of Covenants, Conditions and Restrictions was recorded the 2nd day of December, 2003, in Ada County, as Instrument No. 103200155.

Amendment: Declarant above named, consents to and amends the original Declaration as follows:

1. Paragraph 4.13.3 is amended to read as follows:

4.13.3 Other Owner Fences; "Picture Frame"

Fences. Other Owner fences are not required. If a fence is desired, plans for it shall be approved by the Board prior to construction. Fences shall be constructed only of good quality cedar wood (either 4" or 2" boards) or of good quality vinyl material (of almond or off-white color) and shall be properly finished and maintained and comply with all governmental ordinances. Fences may be capped with lattice of the same material, if desired.

Fences facing the front of any Lot shall be constructed at least 20 feet back from the front Lot line or at a distance in line with the front face of the home, whichever distance is greater.

All fences that face any street (whether front street or side street) shall be constructed in the manner commonly referred to as "picture frame" construction. No dog eared fencing is allowed in any fences facing any street. Dog eared cedar fencing is allowed on any fencing not facing a street.

For corner Lots, the fence on the side Lot line shall be constructed at least ten (10) feet away from the side Lot line or any greater distance if required by City ordinances.

All fence types and colors shall be first approved in writing by the Board prior to construction.

2. A New Paragraph 6.6 shall be added to the Original Declaration that reads as follows:

6.6 Street Lights. The Association shall maintain all of the street lights and fixtures in the Subdivision as set out in those Street Light Agreements with the City of Meridian which are attached hereto as Exhibits A-1 and A-2.

Certification: The undersigned President and Secretary of the Champion Park Neighborhood Association hereby certify and attest that the Declarant above named has more than 2/3 of all of the votes in the Champion Park Neighborhood Association, Inc.

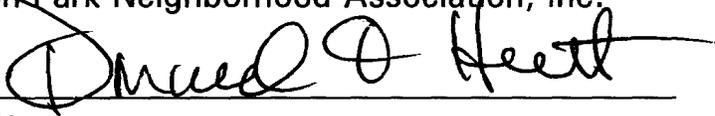
DATED THIS 8th day of September, 2004.

Hillview Development Corporation

By 
James C. Merkle
Title: President



President,
Champion Park Neighborhood Association, Inc.

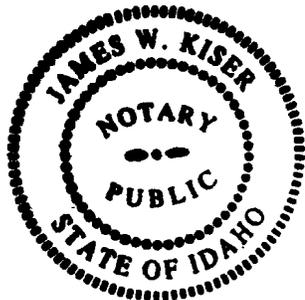


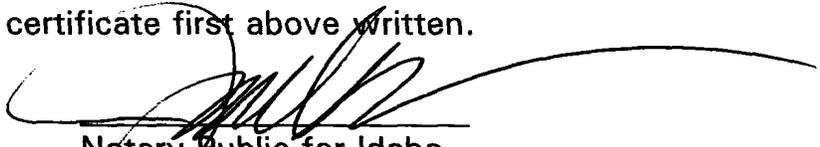
Secretary,
Champion Park Neighborhood Association, Inc.

STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 8th day of September, 2004, before me, a notary public in and for said State, personally appeared James C. Merkle and Don Hutt, known or identified to me to be the President and Secretary of the Champion Park Neighborhood Association, Inc and acknowledged that they executed the foregoing instrument and acknowledged to me that such corporation 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.



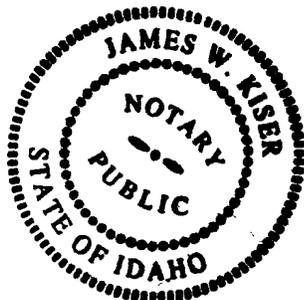


Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 1-13-2005

STATE OF IDAHO,)
 (ss.
COUNTY OF ADA,)

On this 8th day of September, 2004, before me, a notary public in and for said State, personally appeared James C. Merkle, known or identified to me to be the President of Hillview Development Corporation, the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same, and acknowledged to me that he executed the same on behalf of the corporation.

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



A handwritten signature in black ink, appearing to read "James W. Kiser", written over a horizontal line.

Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 1-13-2005

This AGREEMENT shall be binding on Hillview Development Corp.. its heirs,
successors and assigns, and the CITY OF MERIDIAN.

Dated this 13 day of January, ²⁰⁰⁴ 2003.

CITY OF MERIDIAN, a municipality and
Political subdivision of the State of Idaho

By [Signature]
Robert D. Corrie, Mayor
Tommy de Weerd

ATTEST:

[Signature]
William G. Berg, Jr., City Clerk

Approved by City Council



Hillview Dev Corp.

By [Signature]
President.

ATTEST:

[Signature] Sec.
Secretary

document
courtesy
TitleOne

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/06/04 11:31 AM
DEPUTY Bonnie Charbong
RECORDED - REQUEST OF
Meridian City
AMOUNT .00

3

104100378

STREET LIGHT AGREEMENT

This Street Light Agreement is made and entered into between the CITY OF MERIDIAN and Hillview Development Corporation pertaining to the street lights in Champion Park Subdivision No. 2, a residential development in Meridian, Idaho.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

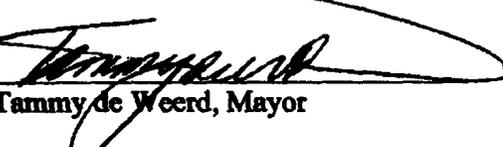
1. Hillview Development Corporation has provided one (1) street light pole, concrete pole base, fixtures, bulb, and components to the residential development known as Champion Park Subdivision No. 2 in Meridian, Idaho. The parties acknowledge that the one (1) street light pole and appurtenances were specially ordered items, not customarily used in residential developments in Meridian, Idaho.
2. Hillview Development Corporation, or its assigns, agree to replace, repair and provide any required maintenance of any of the above mentioned street lights, and/or appurtenances thereof, that may hereafter be broken, damaged, or deteriorated, or require maintenance, at its own expense; and it is further agreed that Hillview Development Corporation, or its heirs, successors and assigns, shall keep the lights operational at all times, it being understood by the City that bulbs, and/or ballasts, do burn out and that the City will allow reasonable time to replace them.
3. It is agreed that the City of Meridian authorize and pay for the electrical service to be supplied to the one (1) street light located in Champion Park Subdivision No. 2 in the usual and customary manner.
4. It is agreed that the City of Meridian, because Idaho Power Company will not maintain the bulbs and ballasts or provide any maintenance, will enter into a Schedule 40 Agreement with Idaho Power Company, and not a Schedule 41 Agreement, which in proper cases provide that Idaho Power Company would provide maintenance, bulbs, and ballasts. It is also agreed that lighting served under the Schedule 40 Agreement must be controlled by a photoelectric device of the "fail off" type.
5. It is understood and agreed that Hillview Development Corporation will assign its rights and obligations hereunder to the Champion Park Subdivision Homeowners' Association when said Homeowners Association is formed and operational.

EXHIBIT "A-2"

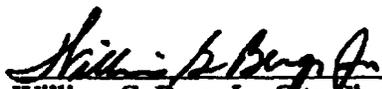
This AGREEMENT shall be binding on Hillview Development Corporation, its heirs, successors and assigns, and the CITY OF MERIDIAN.

Dated this 20 day of July, 2004.

CITY OF MERIDIAN, a municipality and
Political subdivision of the State of Idaho

By 
Tammy de Weerd, Mayor

ATTEST:


William G. Berg, Jr., City Clerk

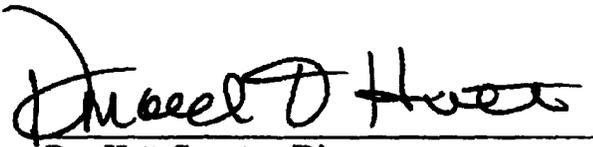


Approved by Council on: 7-20-04

Hillview Development Corporation, an Idaho
Corporation authorized to do business in the
State of Idaho

By 
Jim Merkle, President/Director

ATTEST:


Don Hutt, Secretary/Director

STATE OF IDAHO,)

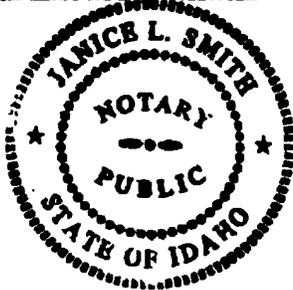
: ss.

County of Ada,)

On this 26th day of July, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared TAMMY DE WEERD and WILLIAM G. BERG, JR., known to me to be the Mayor and City Clerk of the CITY OF MERIDIAN, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

SEAL



Janice L. Smith
NOTARY PUBLIC FOR IDAHO
RESIDING AT Meridian, ADA County
MY COMMISSION EXPIRES 04/20/07

STATE OF IDAHO,)

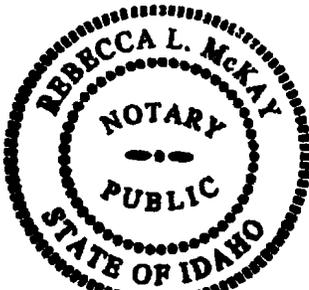
: ss.

County of Ada,)

On this 12th day of July, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared JIM MERKLE and DON HUTT, known to me to be Directors and the President and Secretary, respectively, of HILLVIEW DEVELOPMENT CORPORATION, and who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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

SEAL



Rebecca L. McKay
NOTARY PUBLIC FOR IDAHO
RESIDING AT Geop RD
MY COMMISSION EXPIRES 4/26/06

document
courtesy
TitleOne

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=6 LISA BATT
DEVELOPMENT SERVICES INC.

2019-054931
06/24/2019 04:44 PM
\$25.00

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Jones • Williams • Fuhrman • Gourley, P.A.
225 N. 9th Street, Suite 820
Boise, ID 83701

ATTN: Kimbell D. Gourley, Esq.

(Space above this line for Ada County Recorder's use)

**AMENDMENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
CHAMPION PARK SUBDIVISION NO. 4**

THIS AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHAMPION PARK SUBDIVISION No. 4 is
made on the date hereinafter set forth by the undersigned.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Champion Park
Subdivision No. 1 was recorded on December 2, 2003, with the Ada County, Idaho
Recorder's Office as Instrument No. 103200155, a Declaration of Annexation of
Champion Park Subdivision No.2 was recorded on September 8, 2004, with the Ada
County, Idaho Recorder's Office as Instrument No. 104115391, a Declaration of
Annexation of Champion Park Subdivision No. 3 was recorded on September 22, 2005,
with the Ada County, Idaho Recorder's Office as Instrument No. 105138435, and a
Declaration of Annexation of Champion Park Subdivision No. 4 was recorded on
January 19, 2006, with the Ada County, Idaho Recorder's Office as Instrument No.
106009577 (collectively, the "Original Master Declaration");

B. Pursuant to the Original Master Declaration, an owners association was formed
known as the Champion Park Neighborhood Association, Inc., an Idaho non-profit
corporation (the "Master Association");

C. Hillview Development Corporation, an Idaho corporation ("Declarant"), desired for
the Champion Park Subdivision No. 4 to be subject to additional covenants, conditions
and restrictions that would not be applicable to Champion Park Subdivision No. 1,
Champion Park Subdivision No. 2, or Champion Park Subdivision No. 3, and pursuant
thereto Declarant executed that certain Supplemental Declaration of Covenants,
Conditions and Restrictions of Champion Park Subdivision No. 4, which declaration was
recorded on July 27, 2006, with the Ada County, Idaho Recorder's Office as instrument
no. 106120423 (the "Original Supplemental Declaration");

D. The Original Supplemental Declaration relates to and is applicable to the property described as follows (the "Property"):

Lots 4 through 31 and 33 through 40, Block 9 and Lots 2 through 9 and 11 through 18, Block 21, Champion Park Subdivision No. 4, according to the office plat thereof, recorded on December 22, 2005 in Book 94 of Plats at Pages 11379 through 11382 as Instrument No. 105195291 records of Ada County, Idaho.

E. Pursuant to the Original Supplemental Declaration an owners association was formed known as the Champion Village Homeowners Association, Inc., an Idaho non-profit corporation (the "Village Association");

F. The Owners of Champion Park Subdivision No. 4 desire to amend the Original Supplemental Declaration in accordance with the terms of this Amendment;

G. Pursuant to Article VII, entitled "GENERAL PROVISIONS," Section 3, entitled "Amendment," the Original Supplemental Declaration may be amended by written instrument approved by Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the votes of the membership of the Village Association; and

H. On or about May 14, 2019, a meeting was held for the purpose of discussing and voting on the proposed amendment to the Original Supplemental Declaration as set forth below, and thereafter the proposed amendments were duly approved by more than 66 2/3% of the eligible votes of the Village Association, and the president and secretary of the Village Association, namely Thomas Shew, as president, and Lisa Schmidt, as secretary, were authorized to execute and record this Amendment on behalf of the "Owners" of "Lots" located in the Property known as Champion Park Subdivision No. 4.

NOW, THEREFORE, the Original Supplemental Declaration shall be, and is hereby, amended as follows:

1. Revise Article IV. Article IV entitled "ADDITIONAL RESTRICTIONS", is hereby amended to insert a new Section 3 entitled "Commercial Vehicles", which states as follows:

Section 3. No Parking of Commercial Vehicles:

3.1. Except as allowed under 3.2, No commercial vehicle be allowed to be parked overnight on any streets of this subdivision or in any of the driveways. A "commercial vehicle" is defined as (1) truck of greater than one-ton capacity or higher, such as flatbed trucks, town trucks, tractor-trailer rigs and the like; (2) any vehicle with a sign displayed on any part thereof the name of a trade, business or employer (except on its license plate or license

plate holder, or as a decal on a windshield or window, and except for passenger vehicles with government designations such as city inspectors, police, fire, etc.); (3) any vehicle with racks and/or stores, materials, equipment, ladders, supplies, construction materials, and/or tools that are visible; (4) any vehicle with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof; or (5) any vehicle of a type required to be registered, used or maintained for the transportation of persons for hire, compensation or profit or designed, used or maintained primarily for the transportation of property. The type of motor vehicle license plate shall not be material to the foregoing definition. Notwithstanding,

3.2. A commercial vehicle used or engaged in construction activity associated with Lot improvement or home construction or remodel work of a Dwelling Unit within the subdivision may park overnight upon receiving prior approval from the Association on terms and conditions, including approval of timelines, as determined at the Association's sole discretion.

2. Revise Article VII. Article VII entitled "GENERAL PROVISIONS", Section 3 entitled "Amendment", is hereby amended to state as follows:

Section 3. Amendment: The covenants and restrictions of the Declaration as it may be amended hereafter from time to time shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns, until December 31, 2027, after which date said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying and attesting that such amendment has been approved by the vote, or written consent, representing two-thirds (2/3rds) or more of the voting power in the Association. Any amendment shall be effective upon recording with the Ada County, Idaho Recorder of such amendment.

3. Further Revise Article VII. Article VII entitled "GENERAL PROVISIONS" is hereby further amended to insert a new Section 5 entitled "Transfer Fee," which states as follows:

Section 5. Transfer Fee: Upon the transfer of all or any portion of ownership of a Lot by an Owner, a transfer fee in the amount of \$400.00 shall be payable by the new transferee Owner to the Association, provided, that no transfer fee shall be payable if the interest in the Lot was transferred to (i) an entity wholly owned by the Owner, (ii) the spouse of an Owner, or (iii) a trust formed by the Owner in which the Owner is a beneficiary.

4. Further Revise Article VIII. Article VIII entitled "GENERAL PROVISIONS", is hereby further amended to insert a new Section 6 entitled "Fines", which states as follows:

Section 6. Fines: In addition to the enforcement rights set forth hereinabove, the Association shall be entitled to impose a monetary fine, not to exceed the sum of \$50.00 plus all actual out of pocket costs and fees incurred by the Association relating to a violation of the Original Supplemental Declaration, as amended hereby, or the rules or regulations adopted by the Architectural Control Committee (the "ACC Rules") for the first 30 calendar days of the violation, and thereafter not to exceed \$2.00 per day plus all actual out of pocket costs incurred by the Association relating to such violation, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained in the Original Supplemental Declaration, as amended hereby, and/or the ACC Rules provided that: (a) a majority vote by the Board of Directors of the Association shall be required prior to imposing any fine on an Owner for a violation of any of the restrictions, conditions or covenants contained in this Original Supplemental Declaration, as amended hereby, and/or the ACC Rules; (b) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (c) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (d) no portion of any monetary fine may be used to increase the remuneration of any member of the Board of Directors or agent of the Board. Any Owner challenging the monetary fine imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary fine imposed as provided herein shall become a part of the assessment to which such Owner's Lot is subject.

5. Except as amended herein, the Original Supplemental Declaration shall remain in full force and effect with no other changes or modifications.

//signatures on the following page//

