



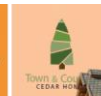
“Local Brokerage, National Results.”

Maps & Documents

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Instrument # 165367

DRIGGS, TETON, IDAHO

2004-12-23

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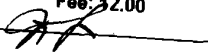
Recorded for: ALLIANCE TITLE & ESCROW

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

Fee: 12.00



165367

C C & R's
for

Apple Wood Grove Town Homes

RECEIVED

DEC 23 2004

TETON CO., ID.
CLERK RECORDER

Covenants, Conditions, and Restrictions for the common good, establishing a Home Owner's Association and basic rules for it's effective function, allowing for the Levying of monthly/ yearly fees for common maintenance.

Authority for this association is limited to the 10 units/ home owners comprising this development with each home owner receiving one vote.

I. The Home Owner's Association

- A. A Home owner's associations meeting shall be held at least once each year and more often as required to vote and carry on business which requires the members input or participation. An agenda for the up coming meeting should accompany each invitation to attend a meeting. The main annual meeting shall also include a financial accounting (by the H.A. president and such other officers as the H.A. may see fit to elect) of expenditures and receipts of monthly/ yearly fees.
- B. A home owner's association president and such other officers as may become needed shall be elected by majority vote each year to collect and disburse funds and account therefore, call meetings together, print and distribute meeting agendas, carry out the daily co-ordination of services required by the association. IE.. Common area lawn mowing and grounds care, snow plowing, city/ utility company representative access to appropriate facilities if coordination is needed, maintenance/ repair of: playground equipment, common lighting, sidewalks, driveway, fences, common sprinkler system, front sign, mail boxed, etc.
- C. Removal of an elected association leader prior to full one year term requires a vote in favor of such action by 7 of the 10 members.

II. Conditions of use

- A. Area under front porches, enclosed back yards, siding, window and shingle maintenance shall be the responsibility of the individual home

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owner. However, any change in style or color must be approved by all other home owners.

- B. All common area within the development shall be recognized by all home owners as a city/utility company easement with free access given to appropriate representatives for maintenance as required.
- C. Access shall also be given to city representatives upon 24 hour notice to the crawl space or basement of any house for water meter maintenance, repair, or replacement with such water meter cost being paid by the individual home owner. Immediate access may be needed in an emergency. If home owner refuses immediate emergency access, any additional expenses or damages caused by such refusal shall be the home owners responsibility. As with other utility services, failure to comply (including payment of bills) may result in termination of water service and/or a lien on individual's property by the city.
- D. The sprinkler system lines, controls, and heads in the development remain private and are therefore the sole responsibility of the H.A. to maintain.
- E. Repairs to damaged fences, shrubs, lawns, sprinkler heads, etc. shall be the responsibility of the H.A. with financial responsibility being carried by the person(s) responsible for such damage where such can be found.
- F. Failure to pay monthly dues and or damages accrued on a yearly basis by members of the development/association may result in a lien on the individual's home within this development. Such lien if required would be filed by the home owner's association with majority vote, against the offending home owner for the amount of unpaid dues/damages only (including reasonable attorney fees and interest.)
- G. Animal control is critical in a town house development. Any personal pets must be maintained inside the home (house pets only) to avoid nuisances, no animals may be kept in the back yards or common areas. Barking dogs are considered a nuisance and must be removed. Non-

functioning appliances and or vehicles are not allowed to be kept in the common area and must be removed within one week or be subject to towing at owner's expense, facilitated by H.A. elected leader(s). Refuse, garbage, trash, etc must be placed in community dumpster or kept screened from view. No offensively odorous materials may be kept on any premises, whether back yard or otherwise.

- H. Lawn mowers, garden equipment, bicycles, motor cycles, or small recreational vehicles that will fit thru the 4' gates may be kept in the back yards. Storage sheds that match building color not to exceed 100 ft² floor area and 8' max Exterior height may be kept in the back yards and must be maintained.
- I. Each home will have 2 designated parking spaces only. In order to preserve visitor parking, no more than 2 vehicles per household may be parked on the common area. Violators subject to towing.

III. Provisions for Adjustments

These common rules (CCRs) may be altered and fees adjusted as needed by a favorable vote of not less than seven (7) of the 10 property holders. For a vote to be valid all property holders must receive notice of such vote at least one week prior to the vote with notice being posted on each front door and provisions made for absentee or proxy vote being included.

IV. Continuance of use

As per city requirement, current uses on surrounding properties, ie: farming, commercial use, etc, may continue indefinitely unless the city makes or approves changes. Collection of fees not to exceed \$50/month shall begin Oct. 1, 2005. The Home owners association shall also commence on Oct. 1, 2005. Expenses normally covered by these fees, ie: sprinkler water, snow removal, driveway and grounds maintenance, etc. shall be carried by the developer until that time.

Don L. Thompson
Don L. Thompson, dba Thompson Construction

Susan H. Thompson
Susan H. Thompson, dba Thompson Construction

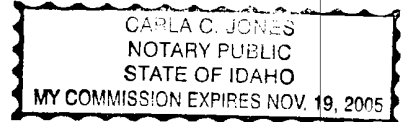
Alan Thompson
Alan Thompson, dba Thompson Construction

Julie Thompson
Julie Thompson, dba Thompson Construction

State of Idaho }
County of Teton } ss.

On this 23 day of December, 2004, before me, a Notary Public in and for said state, personally appeared Don L. Thompson, known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

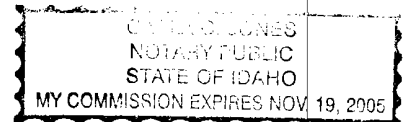
Carla C. Jones
Notary Public for the State of
Residing at: Driggs
Commission Expires: 11/19/05



State of Idaho }
County of Teton } ss.

On this 23 day of December, 2004, before me, a Notary Public in and for said state, personally appeared Susan H. Thompson, known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

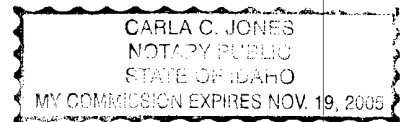
Carla C. Jones
Notary Public for the State of
Residing at: Driggs
Commission Expires: 11/19/05



State of Idaho }
County of Teton } ss.

On this 23 day of December, 2004, before me, a Notary Public in and for said state, personally appeared Alan Thompson, known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/19/05



State of Idaho }
County of Teton } ss.

On this 23 day of December, 2004, before me, a Notary Public in and for said state, personally appeared Julie Thompson, known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/19/05

