



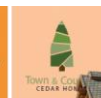
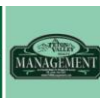
“Local Brokerage, National Results.”

Maps & Documents

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Phone: 208.354.2439
Email : info@tetonvalleyrealty.com

253 S. Main St. Box 604, Driggs ID 83422
57 S Main St. # 210 Victor, ID 83455



178002

ASPEN LAKE HOMEOWNER'S ASSOCIATION, INC.

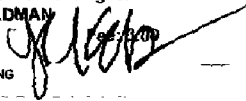
P.O. Box 227
Victor, ID 83455

June 22, 2006

Teton County Recorder
89 N. Main St
Driggs, ID 83422

Instrument # 178002

DRIGGS, TETON, IDAHO
2006-06-26 10:02:25 No. of Pages: 1
Recorded for: JUSTINE HARDMAN
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORDING



RECEIVED

JUN 26 2006

TETON CO., ID
CLERK RECORDER

RE: Amendment to Document #115485 Recorded March 7, 1994

Covenant 2 Section C (9) Construction

This item currently reads:

Covenant 2 Section C (9) Construction "...All construction on the primary residence shall be completed within one year from the commencement date of construction unless the Design Group and Committee approves an extension for good cause, not to exceed six months in length...."

To be amended as follows:

Amendment 2 Section C (9) Construction "...All construction on **all structures** shall be completed within one year from the commencement date of construction unless the Design Group and Committee approves an extension for good cause, not to exceed six months in length...."

178002

Covenant 10 Section C Authorized Structures

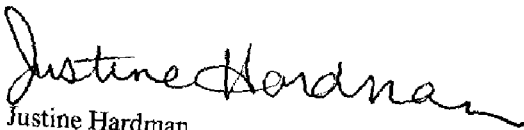
This item currently reads:

Covenant 10 Section C Authorized Structures "C. Authorized structures - No building or structure shall be constructed, placed or maintained on any lot except a single-family residence, garage facilities, one guest house allowed on any lot in excess of two and one half (2.5) acres, associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures on any one lot. All structures to be similar in design and materials."

To be amended as follows:

Amendment 10 Section C Authorized Structures "C. Authorized structures - No building or structure shall be constructed, placed or maintained on any lot except a single-family residence, garage facilities, one guest house allowed on any lot in excess of two and one half (2.5) acres, **provided the building and/or buildings are occupied by individuals employed on the premises or by guests, and are not occupied otherwise as rental units by nonemployees or nonguest occupants** associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures on any one lot. All structures to be similar in design and materials."

178002



Justine Hardman
President, Aspen Lake Homeowner's Association


ASPEN LAKE HOMEOWNER'S ASSOCIATION, INC.

P.O. Box 227
Victor, ID 83455
185180

RECEIVED

February 19, 2007

Teton County Recorder
89 N. Main St
Driggs, ID 83422

Instrument # 185180
DRIGGS, TETON, IDAHO
2007-02-21 09:34:14 No. of Pages: 2
Recorded for : ASPEN LAKE HOME ASSOC
MARY LOU HANSEN Fee: 6.00
Ex-Officio Recorder Deputy 
Index to: LIEN

FEB 21 2007
TETON CO., ID
CLERK RECORDER

RE: Amendment to Aspen Lake Homeowner's Association CC & Rs

To Whom It May Concern:

Aspen Lake Homeowner's Association, Incorporated rescinds the amendment submitted on June 22 of 2006 to its CC & Rs stating the following:

RE: Amendment to Document #115485 originally recorded March 7, 1994

Covenant 2 Section C (9) Construction

This item currently reads:

Covenant 2 Section C (9) Construction "...All construction on the primary residence shall be completed within one year from the commencement date of construction unless the Design Group and Committee approves an extension for good cause, not to exceed six months in length...."

To be amended as follows:

Amendment 2 Section C (9) Construction "...All construction on **all structures** shall be completed within one year from the commencement date of construction unless the Design Group and Committee approves an extension for good cause, not to exceed six months in length...."

Covenant 10 Section C Authorized Structures


This item currently reads:

Covenant 10 Section C Authorized Structures "C. Authorized structures – No building or structure shall be constructed, placed or maintained on any lot except a single-family residence, garage facilities, one guest house allowed on any lot in excess of two and one half (2.5) acres, associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures on any one lot. All structures to be similar in design and materials."

To be amended as follows:

Amendment 10 Section C Authorized Structures "C. Authorized structures – No building or structure shall be constructed, placed or maintained on any lot except a single-family residence, garage facilities, one guest house allowed on any lot in excess of two and one half (2.5) acres, **provided the building and/or buildings are occupied by individuals employed on the premises or by guests, and are not occupied otherwise as rental units by nonemployees or nonguest occupants** associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures on any one lot. All structures to be similar in design and materials."

The above amendments are null and void and the original Document #115485 will once again be the standard for Aspen Lake Homeowner's Association, Inc.

 185180

Justine Hardman
President, Aspen Lake Homeowner's Association, Inc.

ASPEN LAKE HOMEOWNER'S ASSOCIATION, INC.

P.O. Box 227
Victor, ID 83455

February 15, 2007

Teton County Recorder
89 N. Main St
Driggs, ID 83422

RE: Lien against Jessica and Jonathen Croxford

To Whom It May Concern:

Jessica and Jonathen Croxford of 216 Bergegen Drive, Blackfoot, Idaho 83221 have failed to pay Aspen Lake Homeowner's Association dues for 733 Lakeside Road, Lot 9, Aspen Lake Subdivision, as per recorded plat thereof, Teton County, Idaho.

\$125 for 1st Quarter 2007 Homeowner's Association dues
\$125 for 4th Quarter 2006 Homeowner's Association dues
\$125 for 3rd Quarter 2006 Homeowner's Association dues
\$125 for 2nd Quarter 2006 Homeowner's Association dues
\$28.98 in finance charges

\$528.98 is the total that Jessica and Jonathen Croxford owe Aspen Lake Homeowner's Association, Inc.

Jessica and Jonathen Croxford's mailing address is 216 Bergegen Drive, Blackfoot, Idaho 83221.



Justine Hardman
President, Aspen Lake Homeowner's Association, Inc.

185180

RECEIVED

115449

FEB 28 1994

TETON Co 11
Clark Ranch

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ASPEN LAKE RANCH SUBDIVISION

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this _____ day of _____, 1994, by Gerald L. Brown & Tamara Brown; Stephen C. Randall & Kelly M. Randall, James E. Loper & Marguerite W. Loper; Dane Anthony Ward & Donna Marie Hoch, Declarants.

1. **Purpose.** Declarants are the owners of that certain real property located in Teton County, Idaho, which property is more particularly described in Exhibit A attached hereto and made part hereof, and which is hereinafter referred to as the property. The Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

2. **Declaration.** Declarant hereby declares that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereinafter as the "COVENANTS". The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having acquiring any legal or equitable interest of every owner of any part of this property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3. **Definitions.** The following terms and phrases used in these covenants shall be defined as follows:

A. **Common Area-** shall include the common road, shared access, entry gate and the lake and surrounding landscaped green belt area hereinafter referred to as Aspen Lake.

B. **Common Services-** shall mean the roadway maintenance, snow removal services, lake and feeder canal maintenance, utility lines maintenance and or repair services for the Common Road and Shared Access Road and the utility lines located in the rights of ways of such roads and cable television lines at such time as they become available. Utility lines shall include all electric, telephone, irrigation, and cable television. Additional common services shall include periodic payments to Trail Creek Irrigation Corporation for the shares owned by Aspen Lake Ranch Subdivision in said corporation to ensure water irrigation rights, and maintenance of subdivision boundary line fences, entry gate and surrounding landscape area.

C. **Committee-** shall mean the management Committee responsible for the administration and enforcement of these covenants and conditions.

D. **Declarant-** shall mean and refer to Gerald L. Brown & Tamara Brown; Stephen C. Randall & Kelly M. Randall, James

E. Loper & Marguerite Loper; Dane Anthony Ward & Donna M. Hoch, their successors and assigns or heirs.

E. Design Group- shall mean a committee to consider and act upon such proposals for plans submitted to it from time to time.

F. Development- shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

G. Lot- Shall mean and refer to any plot of land shown upon any recorded subdivision map of the ASPEN LAKE SUBDIVISION, with the exception of the common area.

H. Owner- shall mean the recorded owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

I. Principal Residence- shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are necessary.

4. Association Membership. Every owner of a lot within the ASPEN LAKE SUBDIVISION shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

5. Voting Rights. The association shall have one class of voting membership. Members shall be all lot owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

6. Meetings. The Committee shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants. Written notice of any meeting shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or the proxies entitled to cast sixty percent of all votes shall constitute a quorum. A quorum must be present to continue any meeting. The owners through the purchase of their lots, agree to serve on the Committee. The Committee shall adopt such rules for the conduct of its business as are appropriate, including designation of officers and procedure for annual meetings of lot owners, Design Group and Committee.

7. Committee. The Committee, until fifty percent of the lots are sold, shall consist of Jerry Brown, Dane Ward, and Steve Randall. Upon the sale of fifty percent of the lots, the owners shall hold a special meeting to elect a group as their Committee. The then existing Committee shall function until a new Committee is voted in and assumes their respective positions. Upon the creation of a new Committee staggered terms shall also be started. One term shall be for one year, one for two years and one for three years. Vacancies in the Committee caused by death, resignation or inability to act shall be filled by the Committee members for the remaining term. All Committee members shall be

owners of lots within the Aspen Lake Ranch Subdivision. The Committee shall consist of three (3) members. The Committee shall be elected by a majority vote of the owners of the lots within the property. The owners through the purchase of their lots, agree to serve on the Committee for no more than two (2) consecutive terms. After initial term of office the standard term shall be three years unless vacated earlier.

8. **Design Group.** The Design Group shall consist of three persons and at least one shall be an architect, designer, contractor or developer. The initial Design Group shall have staggered terms of one, two, and three years. Thereafter any person appointed by the Committee shall hold office for three years unless vacated earlier.

9. **Building Permit.** No building, fence, or other improvement, shall be constructed, erected, or maintained, on any lot or tract, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specification, and such other information relating to such improvements as the Design Group may require, shall have been submitted to and approved in writing by the Design Group. In passing upon such plans and specification, the Design Group shall consider the suitability of the improvements, the materials of which it is being constructed, the colors to be used and the site upon which it is being constructed, the nature of the adjacent and neighboring improvements, the quality of the material to be used in any proposed improvements and the effect of any proposed improvement. It being the objective of the Design Group to make certain that no improvement is so similar, or dissimilar to others in the neighborhood that values, monetary, or aesthetic, will be impaired.

A. The Design Group- shall review the plans and specifications within fourteen (14) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these covenants. The Design Group may approve plans and specifications subject to any conditions or modifications which the Design Group determines to be necessary in order to ensure conformity with the requirements of these covenants. The Design Group shall retain one set of plans and specifications.

10. **Development and Land Use Restrictions.** All development and use shall conform to the following requirements:

A. Provisions in addition to county land use regulations- Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

B. **Residential use-** All lots and tracts are hereby restricted in use for residential purpose only, and neither the premises, nor any improvements thereon, shall be used for any commercial, industrial, public, illegal or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. Home offices are allowed if they do not create an amount of traffic that would be considered

burdensome by a reasonable and prudent neighbor. No parking shall be allowed at any time on the common roads within the subdivision due to fire protection and snow removal.

C. Authorized structures- No building or structure shall be constructed, placed or maintained on any lot except a single-family residence, garage facilities, one guest house allowed on any lot in excess of two and one half (2.5) acres, associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures on any one lot. All structures to be similar in design and materials.

D. Construction- Only new construction shall be permitted. All buildings shall be western in character, design and architecture. No non-approved used materials, or prefabricated or non-approved modular structures of any kind shall be permitted for the main residential building. No A-frame or Yurt structures shall be allowed. Unless otherwise permitted by the Design Group, no garage, stable, corral or other outbuildings shall be prefabricated or constructed from used materials. The roofs of all structures shall be constructed of shake, asphalt shingles, non-reflecting metallic roof coverings or such materials as may be approved by the Design Group. Exterior colors shall be subdued and in the earth tone range. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Design Group for approval. All construction on the primary residence shall be completed within one year from the commencement date of construction unless the Design Group and Committee approves an extension for good cause, not to exceed six months in length. All construction and alteration shall comply with provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition,
National Plumbing Code, current edition,
National Electrical Code, current edition,

and with such State of Idaho building, health, and safety codes as may be applicable to the subdivision.

E. Height Limitations, Setbacks, Floor Area Requirements- No building shall be greater than twenty-five feet in height. Building height shall be measured from existing grade to the highest point of the roof structure, but shall not include chimneys or vents. All structures shall be set back at least thirty feet from any lot line. Set backs on lake lots 5 thru 8 and 35 thru 38 shall have a minimum front yard set back of fifty (50) feet. All structures shall be limited to a building zone not to exceed 200 feet from frontage road of said lot. The principal residence shall have a minimum floor area of 1200 square feet exclusive of garage. An authorized guest house shall have a minimum floor area of 600 square feet and shall not exceed the square footage of the principal residence nor be built prior to the principle residence.

F. Utilities- Electrical and telephone lines have been

installed underground along the roadway and across the roadway. Connections from the lots within the property to the underground utility lines shall be completed at the lot owners expense and shall be underground.

G. Temporary Structure Prohibited- No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any lot, except during construction as authorized by the Design Group. No boat, travel trailer, recreational vehicle, motor home, camper or similar vehicle shall be allowed or stored on any lot unless it is appropriately garaged or appropriately screened. No travel-trailers, boats, tents, temporary structures or like improvements shall be used as a residence in the Subdivision at any time.

H. Maintenance- Each lot and all improvements thereon shall be maintained in clean, safe and sightly condition. Boats, motors, tractors, vehicles other than automobiles and pickups, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof shall be kept at all times except when in actual use within an enclosed or appropriately screened structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot. Lots shall be mowed regularly. Noxious weeds must be kept under control at all times. Failure of any lot owner to control weeds on his lot, properly contain garbage or reasonably mow his lawn shall result in the Committee correcting the situation and assessing the lot owner for the expense incurred by the Committee.

I. Noxious or offensive activities- No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots, or in their enjoyment of the common areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that owners, by virtue of their interest and participation in this subdivision, are entitled to the reasonable enjoyment of the natural benefits and surroundings of said subdivision. Without limiting the foregoing, no light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

J. Water System- Each structure designed for occupancy or use by human beings, shall be connected to a private water

supply system at the owners expense. Such water system shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department.

K. Waste Disposal- Each structure designed for occupancy or used by human beings, shall be connected to a private, individual waste disposal system at the owners expense. Such waste disposal system shall conform to the standards applicable for the area, including without being limited to, the Idaho State Public Health department. No outdoor toilets shall be permitted, except during construction. It must be of a storage type and be serviced on a need basis.

L. Excavation and Mining- No excavation for stone, sand gravel, or earth, shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind, shall be permitted on any lot.

M. Livestock Pets- No livestock or pets shall be kept or maintained on any lot except as provided herein.

(1) No domestic animal or fowl shall be maintained on any lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed within the lot and that any that are not will be impounded by Teton County or by the Committee employees at the owners expense. Said animals shall not cause a nuisance to neighboring lot owners or harass or endanger wildlife.

(2) Not more than two horses shall be permitted on any lot. Any increase in that number or animals for 4-H purposes only, shall obtain written consent from the Committee before any additional animals are placed on a particular lot. Horses shall be kept and maintained within approved stable and corral facilities at all times. Corrals and stables must be kept cleaned and maintained at all times.

N. Wildlife Protection- No activity shall be allowed on any lot which disturbs or harasses wildlife. No hunting shall be allowed on any lot.

O. Snowmobiles and Motorcycles- Snowmobiles and motorcycles are to be used in the designated areas of the property. In no way shall these vehicles be used in such a manner as to infringe on the rights of others within the subdivision. It is the right of the Committee to review and adjust this rule as problems arise.

P. Fencing- Fences shall be treated as improvements and subject to the prior written approval of the Design Group. All fences shall be of wood post and pole uniform construction as outlined by the Design Group for all lots fronting on the shared access road. Side and rear yard fences shall be of wood post and pole construction design acceptable to the Design Group. Should a lot owner not adequately maintain their lot boundary fences and after

proper and adequate notice, as to needed maintenance, the Committee shall take necessary action in order to protect property, property values, and pets and livestock.

Q. Easements- There are, hereby, reserved for the purpose of installing and maintaining utility facilities, for such other purposes incidental to the development of the property, the easements shown on the plat of the property.

R. Irrigation Lines- Irrigation lines will feed off a main line from the Trail Creek Irrigation line. This main line will have a main turn off that will be controlled by the Committee. Owners will be responsible for controlling the flow of water to their own property. It is of utmost concern that all owners use the water wisely as the intent is to conserve the water at all times.

S. Lake- The Teton County Fire Marshall shall have access to conduct periodic inspections of the lake and dry hydrant system. Owners and their guest shall use and enjoy the lake at their own risk and do hereby acknowledge in purchasing a lot that they are thereby releasing Declarants from any and all liability for any mishap which might occur from the use thereof. Further, the owners are accepting any and all liability occasioned to any guest of theirs and indemnifying the Declarants therefrom. Declarants do specifically reserve the right to allow additional fire fighting use of the lake for areas other than this subdivision. Any monies received therefrom shall be the Declarants' with no disbursement or contribution owing to the lot owners of the ASPEN LAKE SUBDIVISION.

11. Duties of Committee. The Committee shall contract for snow removal and periodic maintenance services on the Common Road, shared access road, entry gate and surrounding landscape area, lake and surrounding landscaped green belt area, feeder canal, subdivision boundary line fences, irrigation lines and equipment, and make periodic payments to Trail Creek Irrigation Corporation for irrigation water costs. The Committee shall prepare an annual budget estimate for membership approval and submit annual statements to each lot owner based upon its estimate. Billing for common services shall be paid by lot owners within thirty days of the billing date. Each lot owner will be responsible for and billed for their respective share of the cost of the contract services as previously listed in this paragraph herein. In the event that the estimate of the Committee is less than the actual common service costs, the Committee shall send billings to each lot owner in accordance with the proportionate shares set forth in this paragraph after the Committee's funds for common services have been expended, with an estimate for common services for the remainder of the year based upon the actual expenses incurred by the Committee. Additional billings shall be paid by lot owners within thirty days of the billing date. The initial assessment for common services will commence from and after July 1, 1994.

A. Special Assessments- On the approval of two thirds of the lot owners the Committee shall have authority to

establish special assessments to meet emergency or unusual conditions that have arisen with regard to the access facilities or utilities which service the property. Special assessments shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty days of the billing date. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent per annum. The Committee may bring an action at law against the owner personally obligated to pay the same, or the lot owner otherwise escapes liability for the assessment provided for herein by abandonment of their lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

9. **Limitation of Liability-** Neither the Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such Committee or member thereof has acted in good faith.

12. **Violations; Enforcement; Liens; Costs.** The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Committee or any owner of a lot within the property, or its successor in interest as owner of the real property. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Committee or other lot owners in enforcing these covenants, including reasonable attorney's fees. The Committee shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Committee from the owner of such property which is not paid within the time provided by these covenants, plus interest from the date of demand for payment at the rate of ten percent per annum. The Committee is authorized to record a notice of lien in the office of County Clerk of Teton County, Idaho, which shall include a description of the property and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of the lien as filed in the County Clerk's office shall be sent to the owner by certified or registered mail. Any such lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho. In addition to the principal amount of the lien plus interest, the Committee shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

13. **Amendment.** These covenants may be amended by the written consent of 75% of lot owners within the property.

14. **Duration of the Covenants.** All of the covenants, conditions and restrictions set forth herein shall continue and

remain in full force and effect at all times against the property and the owners and purchasers or any portion thereof, subject to the right of amendment as set forth in Article 13 thereof. If required by law these covenants shall be deemed to automatically renew themselves at twenty year intervals, unless all of the lot owners agree otherwise in writing.

15. Severability. Any decision by a Court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the covenants, conditions and restrictions therein shall remain in full force and effect.

16. Acceptance of Covenants. Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this declaration, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this declaration.

17. Agricultural Rights. All potential lot owners are put on notice that there are existing agricultural operations within the neighboring areas and they are protected by Idaho's Right-to-Farm Act. Noise, odors and movements of farm machinery are recognized by lot owners as inherent activities accompanying farming and ranching operations. (See attached Exhibit B Idaho Statutes 22-4501, 22-4502, 22-4503, and 22-4504)

In witness whereof, Declarant has executed this declaration effective the day and year first set forth above.

STATE OF Wyoming)
COUNTY OF Teton)

Gerald L. Brown & Tamara Brown
ss. Gerald L. Brown & Tamara Brown

Dane A. Ward & Donna M. Hoch
Dane A. Ward & Donna M. Hoch

James E. Loper & Marguerite W. Loper
James E. Loper & Marguerite W. Loper

Stephen C. Randall & Kelly M. Randall
Stephen C. Randall & Kelly M. Randall

The foregoing instrument was acknowledged before me by Gerald L. Brown & Tamara Brown; Dane A. Ward & Donna M. Hoch; James E. Loper & Marguerite W. Loper and Stephen C. Randall & Kelly M. Randall this 28 day of February, 1994.

Witness my hand and official seal.

My commission expires: 9-18-96.

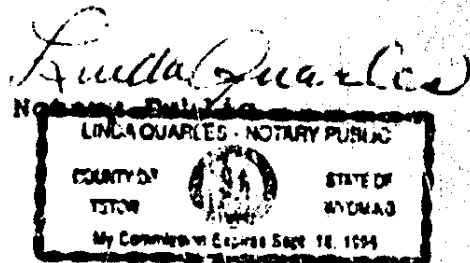


Exhibit B

Chapter 45 Right To Farm

SECTION.

- 22-4501. Legislative findings and intent.
- 22-4502. Definitions.
- 22-4503. Agricultural operation not a nuisance - Exception.
- 22-4504. Local ordinances - Prior actions.

22-4501. Legislative findings and intent.- The legislature finds that agricultural activities conducted on farmland in urbanizing areas are often subjected to nuisance lawsuits, and that such suits encourage and even force the premature removal of the lands from agricultural uses, and in some cases prohibit investments in agricultural improvements. It is the intent of the legislature to reduce the loss to the state of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the state of Idaho. [I.C., § 22-4501, as added by 1981, ch. 177, §1, p. 311.]

22-4502. Definitions.- As used in this chapter:

(1) "Agricultural operation" includes, without limitation, any facility for the growing, raising or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the processing for commercial purposes of livestock or agricultural commodities.

(2) "Improper or negligent operation" means that the agricultural operation is not undertaken in conformity with federal, state and local laws and regulations, and adversely affects the public health and safety. [I.C., § 22-4502, as added by 1981, ch. 177, §1, p.311.]

22-4503. Agricultural operation not a nuisance - Exception.- No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or an appurtenance to it. [I.C., § 22-4503, as added by 1981, ch. 177, §1, p.311.]

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22-4504. Local ordinances - Prior actions.- Any and all ordinances of any unit of local government now in effect or hereafter adopted that would make the operation of any agricultural operation or an appurtenance to it a nuisance in the circumstances set forth in this chapter are and shall be null and void; provided, however, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or an appurtenance to it. Provided further, that the provisions of this section shall not apply whenever a nuisance results from an agricultural operation located within the corporate limits of any city on the effective date [March 31, 1981] of this chapter, nor shall the provisions of this chapter affect actions commenced prior to the effective date of this chapter. [I.C., § 22-4504, as added by 1992, ch. 273, § 1, p.844.]

115449

FILED
AT THE REQUEST OF
Jerry Brown
AT 35 MINUTES PAST 4 P.M.
DATE *Feb 28, 1994*
Asa J. Drake
CLERK OF RECORDER
BY *Abra. Rigby*
DEPUTY

Filed
Indexed
Printed