



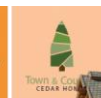
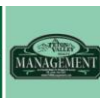
“Local Brokerage, National Results.”

Maps & Documents

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Phone: 208.354.2439
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253 S. Main St. Box 604, Driggs ID 83422
57 S Main St. # 210 Victor, ID 83455





ALLIANCE

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Plat Maps and/or CC&R's

A complete list of our locations and contact information can be found at:

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AUG - 3 2005

TETON CO., ID
CLERK RECORDER

169966

Instrument # 169966

DRIGGS, TETON, IDAHO

2005-08-03

10:32:02 No. of Pages: 4

Recorded for: ROCKY MOUNTAIN GREENHOUSES, INC

NOLAN G. BOYLE

Fee: 12.00

Ex-Officio Recorder Deputy *N. Boyle*

Index to: DECLARATION OF COVENANTS

**Amended Declarations of Covenants,
Conditions, and Restrictions to Instrument # 156118,
Cache Tracts Subdivision**

THIS DECLARATION, made on the day hereinafter set forth by Rocky Mountain Greenhouses, Inc. hereinafter referred to as "Declarant" the owners of the following real property located in Teton County, Idaho:

SW1/4 NW 1/4 and the westerly 18.99 feet of the southerly 667.74 feet of the SE1/4 SW1/4 of Section 4, Township 5 North, Range 45East, Boise Meridian, Teton County, Idaho containing 40.94 acres more or less, which property is to be known as Cache Tracts Amended Subdivision upon the recordation of the plat thereof.

The aforesaid real property is being offered for sale and will be sold and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of said real property and which covenants, conditions, and restrictions will run with said property and be binding on all parties having any right, title, or interest in such real property, including heirs, successors, and assigns and shall inure to the benefit of each property owner thereof.

Structural Restrictive Covenants

1. All land parcels sold shall be used for residential and/or agricultural purposes exclusively. Residential dwellings shall contain a minimum of 1500 square feet as determined by measuring the heated areas of the dwelling utilized as living space.
2. All structures shall be set back as required in the Teton County Comprehensive Plan for the A-2.5 District in existence on the date hereof and in any event, shall be set back a reasonable distance from any lot line.
3. No trailer, modular homes, mobile homes, or yurts shall be permitted. Only new construction shall be permitted. Stored motor homes and trailers shall be kept under cover and out of sight.
4. Each structure designed for use by human beings shall be connected to an authorized waste disposal system at owner's expense. The waste and water systems on any parcel shall conform to the standards applicable to the area, including without being limited to, the Teton County, Idaho Public Health Department. It is the responsibility of the individual owner to assess groundwater on their property and to locate and to design a waste system, well, and house.
5. Any parcel or properly divided parcel may additionally contain a guesthouse, barn, and other structures associated with single-family units. The exterior completion of any structure must be completed within 2 (two) years of construction start.

169966

General Restrictive Covenants

1. The landowners who purchase parcels within the parcel described and referenced above (Cache Tracts Amended Subdivision) shall allow an easement for road, underground power, phone, and irrigation for the owners of adjoining lands located in the SE1/4 NW1/4 and the NE1/4 NW1/4 Section 4, Township 5 North, Range 45 East, and the SE1/4 SW1/4 of Section 33, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho as shown on said plat of Cache Tracts Amended Subdivision. This easement is cited on the accompanying plat.
2. Lots may not be further split.
3. Landowners encumbered with fire protection on their parcel will allow for an easement to be used by the Teton County Fire Department. Maintenance of this easement and well will be by the Homeowner's Association. The Homeowner's Association will fund improvements and maintenance to the fire system. This easement is cited in the accompanying plat.
4. Residential development will be limited until infrastructure improvements are made.
5. Low wattage lighting will be used in any street lighting.
6. 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.
7. Each land parcel sold hereunder and all improvements located thereon shall be maintained by the owner in good condition and repair, including landscaping.
8. Fencing must be maintained around the perimeter of the subdivision property. Fencing on individual properties shall be used in coordination with agricultural and livestock endeavors on the whole of the subdivision. The type of fencing shall be coordinated with the Homeowner's Association. Fencing around the perimeter of the subdivision and fencing used for subdivision agricultural and livestock endeavors will be maintained and funded annually by the Homeowner's Association and the Farmer. Adjoining property fencing that borders individual lots will share material, installation, and maintenance costs.
9. No obnoxious or offensive activities shall be carried upon any land parcel which may be a nuisance, disturbance, or annoyance to other land owners in the reasonable enjoyment of their property; specifically, no trailer park, garbage dump, swine farm, or unsightly undertaking will be permitted under any circumstance. In residential areas, the Homeowner's Association will set up parameters for livestock density in areas immediately surrounding a residential structure. Current residential livestock density parameters will be 2 acres per head of livestock and current residential will be defined per the Teton County Assessor's Zone Assessment.
10. No sign of any kind shall be displayed to the public view on any property sold hereunder except a professional sign (for sale of such property) which shall conform to local customary practice of the area for advertising said property for sale, which can only be placed on the property for a temporary period.

11. The landowners within the 40-acre parcel agree to form a Homeowner's Association to oversee the declaration of covenants, conditions, and restrictions bound to the land. Owners Rocky Mountain Greenhouses, Inc. will incur costs associated with his proportional share of the upkeep of the property. As owner sells and releases ownership, he releases himself of the responsibility of upkeep to said sold property. The Homeowner's Association will be formed when at least two lots have sold. Upon the sale of the second lot, a Homeowner's Association will be formed that will oversee and fund maintenance and improvements to any common areas, roads, snowplowing, fencing, and weed control. All costs associated with the forming and life of the Homeowner's Association will be paid for by owners within the subdivision.
12. The Homeowner's Association agrees to form a joint water company to administer the allocation of, and payments for, the irrigation water to which they are entitled; costs and revenues to be proportionally paid by the then existing landowners. At the start of each season, available water will be used first to fill the fire protection area. Once at capacity, the remainder of the water will be used for agricultural purposes. Revenues derived from the use of irrigation water on site will be shared proportionally based on an acre to share ratio. The 40 acre parcel carries 8.939 shares of Leigh Creek Canal Company; thereby, entitling each acre to 0.223475 shares of water. A 2.5-acre parcel is entitled to 0.558438 shares of water, and thus that same proportion of cost to water and revenue generated by the water.
13. There is 10 acre feet of storage water from the Fremont-Madison Irrigation District to be used to refill any used and/or evaporated fire protection water. The remainder will go to agricultural use.
14. The fire protection system will be maintained and tested annually by the Homeowner's Association.
15. Costs associated with any improvements and maintenance to common areas will be paid for by the Homeowner's Association. This includes maintenance and improvements to the fencing, roads, plowing of snow, and weed control.
16. A weed management plan will be developed by the Homeowner's Association detailing actions that will be taken to control the germination, control, and spread of weeds on the property. The local USDA office will be consulted in the forming of this plan. Weeds will be monitored by a delegated person within the Homeowners Association. If a landowner is not in compliance, a notice will be sent to the landowner. If non-compliance after 30 days, a citation will be sent and the county will be notified. There will be no spraying weed control within 20' of any canal or ditch carrying water.
17. Under the Right to Farm Act, it is hereby stated that this area depends heavily on the farm use of land. All means associated with farming in this area will take precedence over any comfort or discomfort a landowner may experience from these farming means.
18. The Homeowner's Association will come to a consensus as to the agricultural use of the water. The water will be used for the common good of the subdivision. The agricultural usage of water will be agreed upon by at least 75% of the then owners. Any owners declining to participate with the 75% of other owners will

not share in the revenues or cost of using and administering the water. One representative for the Homeowner's Association will administer the usage of the water.

19. The Homeowner's Association agrees to facilitate any agricultural endeavor that is being pursued. This includes the restrictive use of fencing when said fencing conflicts with agriculture. The future use of fencing on the entire 40 acres will compliment the future use of agriculture. Included in the fencing definition are cattle guards.

Amendments and Enforcement

1. These covenants, conditions, and restrictions cannot be altered, modified, or amended without the written consent of the undersigned except as provided herein. At such time as the undersigned no longer owns any of the property to which these covenants, conditions, and restrictions apply, said covenants, conditions, and restrictions may then be altered, modified, or amended by an instrument signed and acknowledged by seventy-five percent (75%) of the then property owners. The seventy-five percent (75%) shall be arrived at on the basis of actual acreage ownership (Example: 75% equals 30 acres).
2. Failure to enforce any provision herein shall not constitute a waiver of the right to enforce said provisions.
3. Provisions herein shall be deemed independent and severable and the invalidity or unenforceability of one shall not affect the validity of enforceability of any other.
4. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development of the property rights and management within the effected approximate 40-acre parcel.
5. The grantees of any parcel, by acceptance of a deed, do also accept title subject to these covenants, restrictions, and conditions. Any parcel owner does agree to the observance and enforcement of the same.
6. Violations of these covenants, restrictions, and conditions shall be enforceable by any other parcel owner in the 40 acre tract by means of injunction or any other civil proceeding and the violating landowner agrees to reimburse for any legal fees and or costs incurred in obtaining compliance with the same.
7. Selling landowner makes it aware and references by the plat map that property boundaries and fence lines do not follow the same path. The seller shares no material, installation, maintenance, and legal liability in any action taken by buyer or adjacent landowner regarding the adjustment to the physical location of these fence lines.

Dated this ^{July}~~28th~~ day of ~~April~~, 2005



Harry A. Statler

President Rocky Mountain Greenhouses, Inc.
MOUNTAIN

109056

Instrument # 198591

TETON COUNTY, IDAHO

7-3-2008 04:00:00 No. of Pages: 3

Recorded for : GOOSEBERRY HOME OWNERS ASSOCIATI 198591 JUL 3 '08 PM 4 00

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: AGREEMENT

CACHE TRACTS, GOOSEBERRY, THORNBERRY SUBDIVISION HOMEOWNER

ASSOCIATIONS AGREEMENT

TETON COUNTY
PLANNING & ZONING

JUL 03 2008

RECEIVED

(Teton County, Idaho)

There are three major areas of concern that affect our subdivision properties. The Cache Tracts, Gooseberry, and Thornberry subdivisions share the same access road & fire pond located on the property. Weed control in our subdivision lots is another factor of concern. The declaration of covenants, conditions, and restrictions set forth by Harry A. Statter (Driggs, Idaho P & Z instrument #156124) was approved by our homeowners associations (HOA). Items #3, #13 & #18 states that we are responsible for road, fire pond maintenance /improvements and weed control to these areas.

Each subdivision will pay quarterly dues to a limited liability corporation (LLC) formed by the three subdivisions. These funds will be used in paying expenses shared by the subdivisions. Each HOA subdivision will take a one year rotation term as the common biller. This will be approximately from June 1st to May 30th of the next year.

This assigned subdivision will receive the monthly bills. These bills will be paid by dividing the costs of 37 lots (Cache Tracts- 16 lots, Thornberry- 16 lots, Gooseberry subdivision- 5 lots). Each bill will then be paid within 20 days from the postmarked date in order for the billed subdivision to make payment without penalty. A 6% monthly late fee will be imposed on anyone late. A quarterly statement with receipts attached will be sent to each HOA subdivision for documentation.

The foregoing items listed are of major concern:

COMMON ROAD ACCESS

As stated in the declarations of covenants, conditions, and restrictions in Appendix C of article 156824 ,item 13 states that "each homeowners association will oversee and fund the maintenance and improvements to any common areas, roads, snowplowing, fencing, and weed control. All costs will be associated with the forming and life of the homeowner's association will be paid for by the owners of the association.

SNOWPLOWING

The lowest bidding company contracted will be responsible for snowplowing all the subdivisions roads, less driveways. The billings will be sent to the assigned LLC subdivision address for payment. The contract must be approved by the associations with a 2/3 voting agreement.

ROAD MAINTENANCE AND REPAIR

All subdivisions will be responsible for the upkeep and repairs on the jointly used road section. This section would be from county road 300 to the fire pond's fire hydrant. Individual subdivision road accesses that continue from this main section will be responsible for their own roads. Each HOA subdivision will be notified by the assigned subdivision responsible for that year concerning the upkeep & repairs to the road by mail and a 2/3 vote of approval will have to be in place before any contracted work is permitted. This should be voted on within 30 days of the postmarked notice date.

FIREPOND

This area of concern should be of top priority. The county fire marshal is required by law to inspect our fire pond annually to be sure it is in proper condition and in working order. If we are not in compliance, they have the authority to not only impose fines but also to stop all construction within the subdivisions.

An electrical well pump is responsible for adding water to keep the emergency fire pond water to the proper level. This volume is required by the county. An electric meter is used in calculating the power and a monthly statement from Fall River Electric Company will be sent to the assigned LLC subdivision in charge. This billing must be paid on time.

Maintenance to the fire pond's area should be kept weed free & astetic to the surrounding subdivisions. A beautification program should be developed, approved & put in order. Costs will be paid by the LLC.

WEED CONTROL

A weed management plan for each subdivision has of most importance. Our properties have a common Thistle weed problem. Wind can carry their seeds to many areas if not kept under

control. According to line item #18 in appendix C of the covenants, "a delegated person will be responsible for weed management of each subdivision. If a landowner is not in compliance, a notice will be sent. If there is non-compliance after 30 days, a citation will be sent and the county notified".

Signed agreement

THIS DOCUMENT MUST BE SIGNED AND DATED BY EACH SUBDIVISION PRESIDENT OR DEVELOPER RESPONSIBLE BEFORE THIS CAN BE PUT IN FORCE. IT WILL THEN BE KEPT ON FILE WITH THE TETON COUNTY CLERKS OFFICE, DRIGGS, IDAHO.

CACHE TRACTS HOA PRESIDENTS SIGNATURE DATE

James Thole

GOOSEBERRY HOA PRESIDENTS SIGNATURE & DATE

James & Sarah

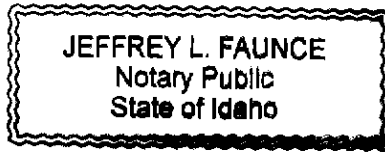
THORNBERRY HOA PRESIDENTS SIGNATURE & DATE

Gary Kenthack 6/25/08

Dated this 25 day of June, 2008

Idaho Notary Republic Seal

[Handwritten signature]



Recorded with the Teton County Id. Clerk

The dirt located next to the fire pond belongs to the owners of lot 4, Gary & Chris Kenthack, of Thornberry Subdivision.

Any person interested in the dirt must put in writing a request for the dirt.

Second revision 4/4/08

Interested party must have a written consent from Gary Kenthack before any dirt is removed.

