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



RECEIVED

147734

Instrument # 147734

APR 19 2002

TETON CO., ID
CLERK RECORDER

DRIGGS, TETON, IDAHO
2002-04-19 08:51:35 No. of Pages: 2
Recorded for : JENNIFER BLAIR
NOLAN G. BOYLE Fee: 6.00
Ex-Officio Recorder Deputy *Nolan G. Boyle*
Index to: DECLARATION OF COVENANTS

FIRST AMENDMENT to
5.02, Design Character, (b)
COVENANTS, CONDITIONS AND RESTRICTIONS for
HUMBLE CREEK RANCHES
Victor, Teton County, Idaho

This Amendment proposal was made on March 25, 2001, and voting ballots issued on April 1, 2001. Receiving votes were 10 yes and 4 no or no response, resulting in a 71% majority in favor of this first amendment. Therefore, in accordance with paragraph 1.02 Voting Rights, we as Board of Directors, do hereby, make the following change in the Covenants, Conditions and Restrictions for Humble Creek Ranches.

5.02, Design Character:

(b). All improvements shall be of new construction and approved by the design committee. Pre-built, component or modular construction shall not be permitted. No trailers shall be allowed for permanent dwellings.

CERTIFICATE OF BOARD OF DIRECTORS

The undersigned Board of Directors of the Humble Creek Ranches do hereby certify that the above-stated amendment to the Declaration of Covenants, Conditions and Restrictions for Humble Creek Ranches was approved by the vote or written consent of a majority of 71% of the Owners for the proposal issued on April 1, 2001.

Jennifer Blair

Jennifer Blair, Board of Director, Humble Creek Ranches

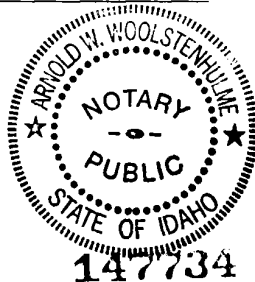
Date: 4/14/02

On this 14 day of April in the year 2002, before me a Notary Public in and for the state of Idaho, personally appeared JENNIFER BLAIR, known or identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

Arnold W. Woolstenhulme

Notary Public of the State of Idaho

Residing at: Victor Idaho
Commission Expires: 6/8/2004



CERTIFICATE OF BOARD OF DIRECTORS (Continued)

Dawn Graves

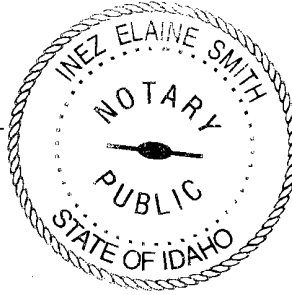
Date: 4-11-02

Dawn Graves, Board of Director, Humble Creek Ranches

On this 11th day of April in the year 2002, before me a Notary Public in and for the state of Idaho, personally appeared DAWN GRAVES, known or identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

Inez Elaine Smith
Notary Public of the State of Idaho

Residing at: Felt, Idaho
Commission Expires: 6-18-07



Walter Nagel

Date: 4-18-02

Walter Nagel, Board of Director, Humble Creek Ranches

On this 18 day of April in the year 2002, before me a Notary Public in and for the state of Idaho, personally appeared WALTER NAGEL, known or identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

Quinn W. White
Notary Public of the State of Idaho

Residing at: Victor, Idaho
Commission Expires: 6/8/2004

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APR 14 1993

TETON Co. Id.
Clerk Recorder

112576

DECLARATION

COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HUMBLE CREEK RANCHES
Victor, Teton County Idaho

FILED
AT THE REQUEST OF

American Land
AT 05 MINUTES PAST 9 a M
DATE *April 14, 1993*
Asa J. Drake
CLERK OF RECORDER
BY *Nora Rigby*
DEPUTY

This declaration made this 13th day of Apr. 1 1993.

When used hereinafter, the term "Humble Creek Ranches" will mean all that property in Teton County State of Idaho, more particularly described as follows:

The Northern Portion Of The SW 1/4 OF
Section 10. TWP. 3N. RNG. 45E. B.M.,
Teton County, Idaho. Contains 60.67
Acres More Or Less.

GENERAL PURPOSES

This declaration is executed to establish and maintain the highest possible quality and value, desirability and attractiveness, and to provide seclusion and a pleasant environment to any person acquiring title to part of such property.

1. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1.01 Association Membership: Every owner of a parcel of the above described subject property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any parcel which is subject to assessment.

1.02 Voting Rights: The Association shall have one class of voting membership. Members shall be owners of any part of the subject property and will be entitled to one vote. When more than one person holds an interest in any parcel of land, all such persons shall be members, but will only be entitled to cast one vote. The vote for such parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any given parcel. A majority of 70% must be met for any changes to occur.

2. PROPERTY SUBDIVISION STRUCTURES

Once sold by the Declarant, no lot within the property shall be further divided, subdivided or split. Two or more contiguous lots, if owned by the same record owner, may be combined as one larger lot. Following the combination of any lots, the resulting larger lot shall have the number of votes which each individual lot had prior to the combination.

3. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each possessory owner is deemed to covenant and pay to the Association:

- (a). Annual assessments or charges; and
- (b). Special assessments for capital improvements.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due.

4. PURPOSE OF ASSESSMENTS

The Assessments levied by the Association shall be exclusively to promote the health, safety and welfare of the residents in their common interests.

4.01 Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area road or water system and any other improvements maintained by the Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of $\frac{1}{2}$ of the votes of all members voting in person.

4.02 Special Assessment for Lot Maintenance: All lot owners shall be responsible for maintaining their respective lots. Particularly, the properties shall not be permitted to become overgrown with weeds, nor continuously left in an uncared for condition. In the event it is necessary for the Association to cause the maintenance and care of a lot to be performed due to the neglect of the lot owner, the cost of such maintenance and care shall be a Special Assessment and lien upon the lot and a personal obligation of the owner of said lot at the time the work was performed.

4.03 Common Road: The Common Road shall be private and each lot owner except declarant shall be responsible for an equal portion of the snow removal and maintenance costs of said road as costs are incurred at the initiation of the Board of Directors.

4.04 Garbage Collection: All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring properties. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Homeowners Association. The cost of garbage and trash collection shall be paid for by owner in accordance with the billing of the collector.

5. ARCHITECTURAL CONTROL

5.01 Design Committee/Board of Directors:

- a. The Board of Directors shall initially consist of Declarants Thomas Bryan and Julie Bryan. Upon sale of fifty percent of the lots, the owners shall hold a special meeting to elect two additional Board Members. The term of the Board shall be three years. Future Boards shall be elected by a majority vote of the owners of the lots within the subdivision. This Board shall consist of three members.
- b. The purpose of the Board of Directors is to organize association meetings at least annually, handle annual and special assessments and paperwork, control the association funds, and to appoint members to the Design Committee.
- c. The Design Committee shall consist of three association members appointed by the Board of Directors. Term of office shall be three years.
- d. Vacancies on the Design Committee and the Board of Directors caused by death, resignation, or inability to act shall be filled by appointment by the Board of Directors. Board and Design Committee members may serve for consecutive terms.
- e. Neither the Design 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 member has acted in good faith. All members of the Design Committee shall be indemnified and held harmless by the property owners and association from liability, damages and expenses for any decision or action they make while acting within the scope and course of their duties.

5.02 Design Character: Designs relating to the terrain and physical features of the properties are encouraged. All structures will be constructed of earth tone materials and no residence shall be smaller than 1000 square feet in the main living area. Maximum floor area shall be determined by Committee. A quest cabin shall be allowed but square footage shall once again be determined by the Committee in accordance to lot size.

(a). No plan will be approved with a roof line that exceeds 25 feet from the grade unless proven it will not take away from the panoramic view of surrounding lots. The use of solar panels will be strictly controlled. Their use will be allowed within the sole discretion of the Design Committee and under such circumstances as the Committee believes are not offensive to adjoining lot owners.

(b). All improvements shall be of new construction. Pre-built, component, or modular construction shall be permitted only when it can not be distinguished from conventional construction and only upon specific approval of the Design Committee. No trailers shall be allowed for permanent dwellings.

(c). Exterior materials shall be of rough sawn natural wood, peeled log, stone or other similar natural material. Roof materials shall be cedar shake or shingle or metal (so long as it is dull colored), or heavy weight asphalt shingle or built-up roofing with gravel surfaces. All wood or coal burning chimneys shall have flues with approved spark screens.

(d). Exterior finishing shall be semi-transparent of heavy bodied stain or pigmented or clear non-glossy preservatives. All exposed metal shall have dull colored finish, or shall be flat colored, anodized or painted.

(e). Outbuildings shall be limited to four per lot. It is the Design Committees responsibility to review each outbuilding before it is built to determine location, size and material make-up. Design Committee reserves the right to limit outbuildings to less than four per lot if the effect should result in cluttering.

(f). Established boundary fences must be maintained and left standing in consideration to the surrounding farming community which has grazing cattle and livestock. These fences shall only be torn down when being replaced by an equal to or better fence. Should the fencing be down long enough to allow cattle free grazing, it is the builders responsibility to patch these holes during construction. Boundary fences bordering neighboring property will be peeled post and pole or similar fencing of approved quality to insure compatibility and uniformity. All fencing must be approved by Design Committee. Any wire type fencing must be discrete from overall view. Lot owners utilizing the same fence shall both be responsible for its maintenance.

5.03 Term of Construction: All exterior construction shall be completed within two consecutive summers. No extensions except for good cause. All building materials will be kept neatly organized when not in use.

6. SITE DESIGN

6.01 Setback: The minimum setback on any lot to any side or back property line shall not be less than 25 feet, and not less than 30 feet to any front property line. Setbacks may be increased at the discretion of the Design Committee in order to enhance variety in the development and to preserve view from neighboring lots.

6.02 Grading: Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentration. Culvert piping underneath roadways is required and must be at least 8" .

6.03 Utilities: Electrical, Telephone and any other lines not already installed, will be installed underground. If extra footage of Electrical wiring is necessary to reach homes, it will be at the lot owners expense. Main lines shall be installed to property fronts.

6.04 Site Fees: The Design Committee may charge a reasonable fee for reviewing plans and specifications if deemed necessary to retain professional services to review plans.

6.05 Propane Tanks: Propane tanks shall either be buried to code or hidden from view of any neighboring properties.

7. GENERAL RESTRICTIONS

7.01 Prohibited Structures: No trailer home, mobile home, camper, garage, outbuilding, or any other structure of a temporary or mobile nature shall be used within the property as a place of permanent residence or habitation. Some temporary homes may be used for not more than the term of construction provided these temporary buildings are kept neatly on said lot and are not an eye sore to neighboring property. ALL TEMPORARY BUILDINGS MUST BE APPROVED FIRST. If approved, that building must not be placed on said lot until construction has began. The main reason to allow this temporary living is to aid in the cost of construction, allow families to orientate, and in general speed the process of construction. If this rule becomes abused, the Homeowners Association may revoke the temporary living clause. If at any time the temporary structure becomes unsightly, the Homeowners Association may have the right to remove structure at lot owners expense.

7.02 Maintenance: Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles, campers, snow removal equipment, and maintenance equipment shall be kept at all times, except when in actual use, screened from view. No junk or inoperative cars shall be kept in open view on lots. Cars not running shall be stored in a garage or outbuilding.

7.03 Repair of Buildings: No improvement on any property shall be permitted to fall into desrepair, and each such improvement shall at all times be kept in good condition and repair, and adequately painted or otherwise finished by the owner.

7.04 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property. No odor shall be permitted to arise therefrom as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property. There is a short lenght of time in late June or early July when the neighboring farmers spred manure to fertilize. At this time an offensive smell may occur throughout the valley, it is the Boards wish to inform all land owners this is a part of living in the valley, there is simply nothing we can do about this except forwarn every land owner. Once again, it is only for a very short period and hopefully we all can understand why the farmers must fertilize. During times of baling and cutting of crops there may be loud farming machinery operating. These famers are making a living and we hope this will not offend anyone.

7.05 Hazardous Activities: No activities shall be conducted on any property, nor improvements constructed on any property which are or might be unsafe or hazardous to any person or property. No open fires shall be lighted or permitted on any property except in a contained pit while attended and in use for cooking purposes. This means there will be no burning of trash on the property. If a fire should occur, it is the responsibility of that lot owner to clean the infected area so as not to be unsightly or hazardous.

7.06 Livestock and Pets: Livestock, pets and other animals shall be kept or maintained on any lot as provided herein. Any livestock pets or other animals permitted to be kept on a lot shall be restrained and controlled at all times so that they do not cause a problem to neighboring lot owners. Not more than one large animal shall be permitted per acre of land. For purpose of this condition, large animals shall mean any animals in excess of 50 pounds. All grazing activity shall be done in good husbandry like manner so as not to cause the destruction of natural forage. If grasses become grazed so low that there is a dust problem, the animals must be corraled so as to keep the area green and growing. Irrigation is provided to aid this process. Rooting types of animals such as roosters, chickens and pigs, must remain limited and kept from becoming a nuisance.

7.07 Prohibited Uses: No commercial, industrial or other non-single family residential use whatsoever shall be permitted.

7.08 Weed Control: All lot owners will be responsible to control all noxious weeds, in particular the MUSK THISTLE, on their lots and along ditches, canals and roadways which lie adjacent to their lots. The Homeowners Association will take care of any noxious weed problem when a lot owner neglects this responsibility. All costs incurred will be paid by the lot owner. If it is deemed necessary everyone spray their thistles, the Homeowners Association may charge a Special Assessment and have it all done at once. This would also be more cost effective.

7.09 Water Rights: The Homeowners Association will own and administer all water rights that belong to Humble Creek Ranches. The Association will designate one local person as water master for the subdivision who will serve as the Representative and voting proxy for all Humble Creek Ranches shares at Trail Creek Irrigation company stockholder's meetings. He/She will also administer the use of irrigation within the subdivision. There will be no flood irrigation and a specific nozzle size shall be administer by Trail Creek at time of irrigation, This nozzle size may change periodically. If Trail Creek has directed that a water shortage is occuring, the subdivision water master will direct the water usage by lot owners to correlate with Trail Creek Irrigation Companys water masters direction.

COVENANTS

If any person or persons shall violate any of the covenants, conditions and restrictions herein, the violation shall be submitted to the Homeowners Association. There shall be a period of ten days to resolve the matter after which it shall be lawful to prosecute proceedings in a court of law in equity against the person or persons violating such covenant.

INVALIDATION

Invalidation of any one of these covenants, conditions or restrictions by judgment of court or otherwise shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF

The undersigned have executed this instument this 13 day of April in the year 1993.

STATE OF (Wyoming)
 COUNTY OF Teton)
) SS

Thomas R. Bryan and Julie F. Bryan
 Thomas R. Bryan and Julie F. Bryan

Angela M. Douglas

