



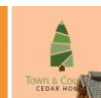
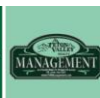
“Local Brokerage, National Results.”

Maps & Documents

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Email : info@tetonvalleyrealty.com

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



RECEIVED

168482

JUN 03 2005

TETON CO., ID
CLERK RECORDER

This amendment dated June 3, 2005 for Majestic Mountain Ranch
Subdivision Code, Covenants, and Restrictions recorded in Teton County, ID,
instrument # 162537.

Reference to page 3 – (Note inserted per Planning and Zoning) No lots
may be sold (warranty deeds transferred) prior to the completion of the
improvements which are the responsibility of the Owner/Developer and/or final
plat approval and further more no certificate of occupancy shall be given until the
completion of said improvements.

Reference to page 4 Sec. E. Height Limitations, Setbacks, Floor Area
Requirements - No building shall be greater than 25 feet in height. Building
height shall be measured from existing grade to highest point of the roof
structure, but shall not include chimneys or vents. All structures shall be set
back at least 30 feet from the front lot line, 30 feet from the adjoining side of lot
lines, and 40 feet from the back lot line. The principal residence shall have a
minimum floor area of 1500 square feet on the main floor, exclusive of garage.

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

Beulah Brower President

Beulah Brower

Kolene Later Vice President

Kolene Later

State of

Idaho

County of

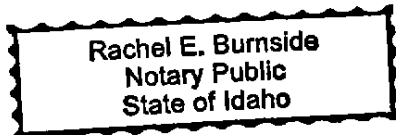
Teton

The forgoing instrument was acknowledged before me by Beulah Brower and
this 3 day of June 2005 Kolene Later

Witness my hand and official seal

Rachel E. Burnside
Notary Public

My commission expires: August 25, 2009



Instrument # 168482
DRIGGS, TETON, IDAHO
2005-06-03 05:04:57 No. of Pages: 1
Recorded for : KOLENE LATER
NOLAN G. BOYLE Fee: 3.00
Ex-Officio Recorder Deputy Burnside
Index to: DECLARATION OF CDVENANTS

168482

RECEIVED

168483

JUN 03 2005

TETON CO., ID
CLERK RECORDER

This Deed restriction for a One Time Land Split recorded in Teton County, ID as Instrument # 160845 will be subject to Codes, Covenants, And Restrictions for Majestic Mountain Ranch Subdivision, recorded as Instrument # 162537.

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

Beulah Brower President

Beulah Brower

Kolene Later Vice President

Kolene Later

State of

Idaho

County of

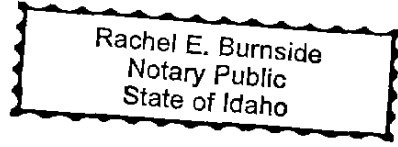
Teton

The forgoing instrument was acknowledged before me by Beulah Brower and
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Rachel E. Burnside
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Ex-Officio Recorder Deputy RBside Fee: 3.00
Index to: DECLARATION OF COVENANTS

168483

RECEIVED

JUL 29 2004

TETON CO., ID
CLERK RECORDER

162537

RECEIVED

JUL 29 2004

TETON CO., ID
CLERK RECORDER

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAJESTIC MOUNTAIN RANCH SUBDIVISION**

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 26th day of ~~June~~ April, 2004, by Majestic Mountain, Inc., Beulah Brower, President.

1. Purpose. Declarants are the owners of certain real property located in Teton County, Idaho, which property is more particularly described as the legal Description, containing ___ acres 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 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 or acquiring any legal or equitable interest 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 documents shall be defined as:

A. Commons Area - shall include the common property, common roads and trails, and shared use and access of the Property.

B. Common Services - shall mean the roadway maintenance, snow removal services, fees and maintenance for on site or off site fire protection, utility maintenance and repair services for the Common Road and Shared Access Road and the utility lines located in the rights of ways of such roads. Utility lines shall include all electric, telephone, and any other utilities as they become available.

C. Committee - shall mean the Management Committee responsible for the administration and enforcement of the Covenants Conditions, and Restrictions.

D. Declarant - shall mean Majestic Mountain Ranch, Incorporated, Beulah Brower, President, 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,

PAGE

162537

Instrument # 162537

DRIGGS, TETON, IDAHO

2004-07-29 10:00:53 No. of Pages: 10

Recorded for : BUELAH BROWER

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

Fee: 30.00

Ed Smith

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 Majestic Mountain Ranch Subdivision, with the exception of the commons area.

H. Owner - shall mean the recorded owners of a lot.

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, which is subject to assessment within the Majestic Mountain Ranch 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 seventy five 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 or annual meetings of lot owners, Design Group and Committee.

7. Committee. The Committee, until fifty percent of the lots are sold, shall consist of Majestic Mountain Ranch, Incorporated. Upon the sale of fifty (50%) 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 term 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 remaining Committee members for the remaining term. All Committee members shall be owners of lots within the Majestic Mountain 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 two years.

The landscaping maintenance of areas held in common by the lot owners will be done by the developer until such time as a Homeowners' Association is formed which will then maintain those areas.

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 that no improvement is so similar, or dissimilar to others in the neighborhood that values, monetary, or esthetic, will be impaired.

No lots may be sold (warranty deeds transferred) prior to the completion of the improvements which are the responsibility of the Owner/Developer and/or final plat approval and furthermore no certificate of occupancy shall be given until the completion of said improvements.

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 the 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 on, 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 any amount of traffic that would be

considered burdensome by a reasonable and prudent neighbor. No signage of any form shall be permitted on the property other than one "FOR SALE" sign by a licensed Real Estate Brokerage or "FOR SALE BY OWNER." No parking shall be allowed at any time on the common roads within the Subdivision due to fire protection and snow removal. No burning or open fires are allowed unless given a written consent from the Committee.

C. Authorized structures - No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guest, plus an attached garage (for at least 2 cars, but not more than 3 vehicles or RV's) and other improvements incident to a single family residence. All proposed building and improvements shall be submitted to the Design Committee for approval. However, after the primary residence is fully constructed, one additional guest house, not to exceed 1000 square feet, may be constructed. No apartment, condominiums or other multiple dwelling structure may be built. Garage facilities, associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures may be built 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, no prefabricated and no 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, ribbed, non-reflecting metallic roof with earth tones, clay tile 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 or pieces of all exterior materials and roofing materials to be used, shall be submitted to the Design Group for approval. All exterior construction on the primary residence shall be completed within one year from the commencement date of construction unless the Design Group and Committee approves and extension for good cause. During construction, a temporary plastic fence shall be erected to limit trash and debris from encumbering on other adjoining lots. All construction and alteration shall comply with current County and State Building and Safety Codes.

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 highest point of the roof structure, but shall not include chimneys or vents. All structures shall be set back at least ___ feet from the front lot line, ___ feet from the side lot line, and ___ feet from the back lot line. The principal residence shall have a minimum floor area of 1500 square feet on the main floor exclusive of garage.

F. Utilities - Electrical and telephone lines have been installed underground to each lot. Connections within the Property to 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 enclosed. No travel-trailers, boats, tents, temporary structures or like improvements shall be used as residence in the Subdivision at any time.

H. Maintenance - Each lot and all improvements there on 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 within an enclosed structure at all times except when in use. 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 quiet 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 surrounds 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, music, barking dogs, or noxious or offensive odors shall be emitted beyond the lot lines of any lot. No firearms shall be discharged on any lot or in the Commons Area.

J. Water System - Each structure designed for occupancy or use by human beings, shall be connected to a private well 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 Department of Environmental Quality and the Department of Wildlife Resources.

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 District 7 Health Department. No outdoor toilets shall be permitted, except during

construction. It must be of storage type and be serviced and cleaned on a as needed basis.

L. Excavation and Mining - No excavation of stone, sand, gravel, or earth, shall be made on any lot, except for such excavation as may be necessary in the 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) Household Animals - Only two recognized house pets, namely dogs and cats may be kept per lot, provided that they are not kept, bred or maintained for any commercial purpose. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. If any dog or dogs are caught or identified as being a nuisance the Committee shall have the authority to have such animal or animals impounded at any available location, and / or shall assess a penalty against the owner of such animal or animals of not more than \$500.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a 2nd occasion, the Committee shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife, or people shall have the right of action against the committee or any member thereof, for the impoundment or destruction of any such animal or animals. In the event the Declarants develop amenities such as walk path, picnic areas, etc. in the Commons Area as designated on the plat of Majestic Mountain Ranch, all dogs in said area shall be leashed.

(2) Not more than two horses shall be permitted on lots less than three acres. And no more than three horses shall be permitted on remaining lots. 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. Bailed hay stacks must be in an enclosed area. Barns shall be no higher than 25 feet in height and total floor area shall be no more than 1000 sq. ft. No grazing shall be allowed in any of the Commons Area.

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 - 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 be subject to prior written approval of the Design Group. All yard fences and internal lot divisions to make pastures shall be of wood post and pole construction not more than 6 feet in height with 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 - The easements shown on the plat of the Property are hereby reserved for the purpose of installing and maintaining utility facilities, for such other purposes incidental to the development of the Property,.

R. Landscaping - All areas not left in native vegetation shall have completed landscaping within one year of the completion of the primary residence. Height of trees or vegetation are not to be more than 25 feet in height, as to not interfere with adjoining property owners views. Landscaping and those areas proposed to be left in native vegetation are to be reviewed and approved by the Design Committee.

S. Ponds - Ponds are provided in the commons area of the Subdivision as shown on the Plat. The Owners acknowledge that the ponds are provided as required by the Teton County Fire Marshall for fire protection. There is an easement to use the water in the ponds for fire protection purposes. Access to the ponds are only for inspections of the ponds any dry hydrant system and any repairs or improvements as needed. The other Owners and their guests do have recreational access to the ponds and Commons Area for private enjoyment. Any owners purchasing a lot acknowledge that they are thereby releasing Declarants from any and all liability for any mishap which might occur in relation to the ponds and the use of the water therein. The Owners by purchasing a lot hereby acknowledge that they are solely responsible for the safety of their guests and property and animals in relation to the ponds and acknowledge that there are inherent dangers relating to water and ponds that they are responsible for taking responsibility for personal and guests safety. 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 ponds for areas other than this Subdivision. Monies received therefrom shall be the Declarants' with no disbursement or contribution owing to the lot owners of the Majestic Mountain Ranch Subdivision.

T. Commons Area - The Commons area is solely owned by Majestic Mountain Ranch, Incorporated. Any alteration of the native vegetation, defacing of property, removal of ground materials, as to impair the natural beauty is prohibited unless written approval is given by Majestic Mountain Ranch, Incorporated. Open fires are absolutely forbidden in the Commons Area. Covered barbeque grills are only allowed in designated areas.

U. Traffic Speed Limits- All owners, quests and visitors to the development shall maintain a speed limit of 25 mph on common roadways.

11. Duties of Committee. The Committee shall contract for snow removal and periodic maintenance services on the Common Road, shared access road, and shall contract and pay for services required to enforce these Covenants. 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 for the billing date. Each lot owners will be responsible for and billed for their respective share of the cost of the contract services as previously listed in the 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, 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.

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. Special assessments 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, and/or place a lien on the lots in order to enforce payment after ninety days from the billing date. The lien of the assessment 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.

B. 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; Enforcements; 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 and court costs. 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 due 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 and court costs.

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 75% 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. Subdividing of lots. Lots may not be further subdivided.

18. 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, according to the Right to Farm Act - Idaho Code Chapter 45, Sections 22-4501, 22-4502, 22-4503 and 22-4504.

The current Right to Farm Act: "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. "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 producing for commercial purposes of livestock or agricultural commodities. 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 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."

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

PAGE

162537

Deulah Brower

Deulah Brower
President

Kolene Later

Kolene Later
CEO

above.

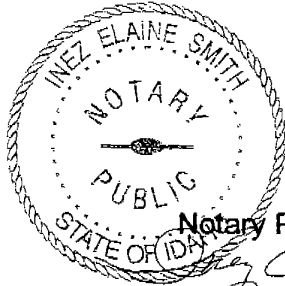
State of Idaho

County of Idaho

The above Deulah Brower & Kolene Later

The forgoing instrument was acknowledged before my by Elaine Smith this
29th day of July 2004

Witness my hand and official seal



Notary Public

Elaine Smith

My commission expires: 6-18-07

162537