



**“Local Brokerage, National Results.”**

## Maps & Documents

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Phone: 208.354.2439  
Email : [info@tetonvalleyrealty.com](mailto:info@tetonvalleyrealty.com)

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



166900

RECEIVED

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MOUNTAIN VIEW SUBDIVISION

MAR 16 2005

TETON CO., ID  
CLERK RECORDER

The owners of lots in the Mountain View Subdivision in Teton County, Idaho, pursuant to Section 3 of ARTICLE 5 – GENERAL PROVISIONS of MOUNTAIN VIEW SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded in Teton County, Idaho, on September 26, 1980, as instrument No. 86263, have agreed to amend said declaration, and do hereby amend it as follows:

A new paragraph, labeled Section 3., under ARTICLE II – PROPERTY RIGHTS, said paragraph reads as follows:

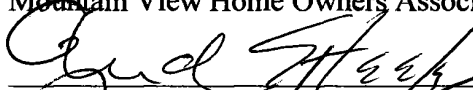
“Lot splitting is prohibited.”


Those lot owners accepting the Amendment:

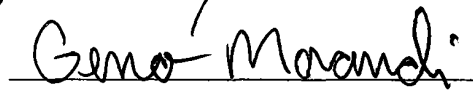
- Lot 1 John Tucker and Judith Berlo
- Lot 2 Eric Bjorkman
- Lot 4 David Kemp Sr.
- Lot 5 David and Lana Chang
- Lot 6 Peter Luellen and Bridget Brennan
- Lot 7 David and Lana Chang
- Lot 9 Roland and Jonnie Schuler
- Lot 10 Bob Wuhrman
- Lot 11 Rene and Carole Lusser
- Lot 12 Andy and Sabra Steele
- Lot 13 Dan and Virginia Hoke
- Lot 14 Dieter and Peggy Knecht
- Lot 15 Rex and Kristine Force
- Lot 17 David and Patricia Braunstein
- Lot 18 Elizabeth B Coulter
- Lot 19 John E Smith III
- Lot 20 Bob and Solamee Heneage
- Lot 22 Mary E. Rudkin
- Lot 23 Gene Morandi and Sheilah Grebe

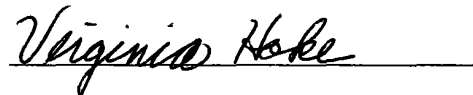
Dated March 14, 2005

Mountain View Home Owners Association, Incorporated

 Andy Steele, President

 Roland Schuler, Vice President

 Geno Morandi, Treasurer

 Virginia Hoke, Secretary

Verification of officer signatures follows as an attachment.

**Instrument # 166900**

DRIGGS, TETON, IDAHO

2005-03-16

09:00:12

No. of Pages: 2

Recorded for: VIRGINIA HOKE

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

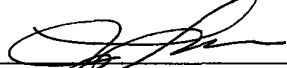
Fee: 8.00

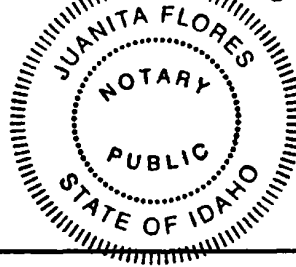
Index to: DECLARATION OF COVENANTS

166900

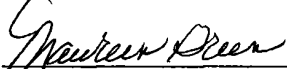
**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF THE MOUNTAIN VIEW SUBDIVISION**

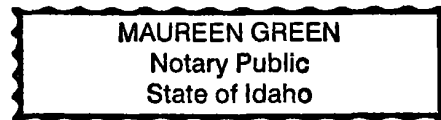
State of Idaho, County of Teton  
On this 15<sup>th</sup> day of March, 2005, before me a Notary Public for Idaho,  
personally appeared Andrew Nelson Steele, identified to me as **President** of the  
corporation which executed the foregoing instrument, and acknowledged to me that said  
corporation executed the same.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Duggs ID  
Commission Expires: 2/2010

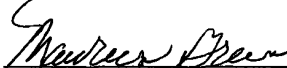


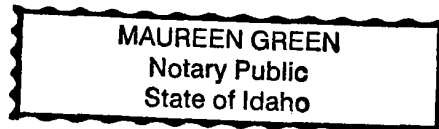
State of Idaho, County of Teton  
On this 14<sup>th</sup> day of March, 2005, before me a Notary Public for Idaho,  
personally appeared Roland Harry Schuler, identified to me as **Vice President** of the  
corporation which executed the foregoing instrument, and acknowledged to me that said  
corporation executed the same.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Teton  
Commission Expires: 08/05/06

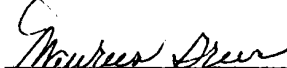


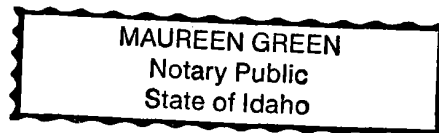
State of Idaho, County of Teton  
On this 14<sup>th</sup> day of March, 2005, before me a Notary Public for Idaho,  
personally appeared Geno Morandi, identified to me as **Treasurer** of the  
corporation which executed the foregoing instrument, and acknowledged to me that said  
corporation executed the same.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Teton Co  
Commission Expires: 08/05/08



State of Idaho, County of Teton  
On this 16<sup>th</sup> day of March, 2005, before me a Notary Public for Idaho,  
personally appeared Virginia Hoke, identified to me as **Secretary** of the  
corporation which executed the foregoing instrument, and acknowledged to me that said  
corporation executed the same.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Teton Co  
Commission Expires: 08/05/08



194875 JAN 22 08 PM 2:19

# Mountain View Subdivision Revised Declaration of Covenants, Conditions and Restrictions

This declaration is made on the date hereinafter set forth by the Owners of Mountain View Subdivision, County of Teton, State of Idaho, hereinafter referred to as "Declarants", in accordance with the plat filed for record in the office of the recorder on May 29, 1984, in Teton County, Idaho, surveyed October 1983 by T.E. Gaynor, P.E. & L.S., Idaho Registration No. 3408, and which hereinafter be referred to as the "properties", and legally described as:

Being the West ½ SE ¼ and the SW ¼ NE ¼ of Section 10, Township 6 North, Range 45 East, Boise Meridian, more particularly described as follows: From the Northwest corner of Section 10, Township 6 North, Range 45 East, Boise Meridian run S 00° 26' 50" W 1300.62 feet and N. 89° 56' 35" E 2614.01 feet to the true point of beginning; running thence N 89° 56' 35" E 1304.25 feet, thence S 00° 35' 28" W 3947.27 feet, thence N 89° 47' 50" W 1310.10 feet, thence N 00° 40' 00" E 3941.39 feet to the true point of beginning, containing 118.38 acres

And

A strip of land 50 feet wide, the centerline of which is described as follows: From the northwest corner of Section 10, Township 6 North, Range 45 East, Boise Meridian, run S 00° 26' 50" W 1300.62 feet and N 89° 56' 35" E 2822.06 to the true point of a curve of 165 feet radius turning northerly a distance of 242.40 feet to the county road right of way, containing 0.60 acres.

### WITNESSETH:

WHEREAS, Declarant is the owner of certain property, hereinbefore described; NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, This declaration of Covenants, Conditions and Restrictions hereby, upon approval of 75% of owners of said subdivided lands, supercedes and replaces those Covenants, Conditions and Restrictions recorded on September 26, 1980, as Teton County, Idaho, Instrument Number 86263 and amendments thereto, in particular the Amendment of March 16, 2005, Instrument Number 166900 and the Amendment of June 7, 2007, Instrument Number 188335.

Instrument # 194875

TETON COUNTY, IDAHO

2008-01-22 02:19:00 No. of Pages: 7

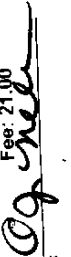
Recorded for: MOUNTAIN VIEW SUBDIVISION

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

Fee: 21.00



## ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to two or more property owners and Declarant.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one of more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## ARTICLE II - PROPERTY RIGHTS

### Section 1. Home Business.

All lots within the subdivision shall be known and designated as residential building plots. No business or profession shall be conducted on any lot and no building or structure shall be intended for or adapted to business or professional purposes; *except* these prohibitions do not include activities within the home, such as painting, sculpturing, writing, music, art and other activities of self/home employment, even if such activities may bring remuneration to the person or persons participating therein. A business shall be permitted so long as such use does not create a nuisance to adjoining property owners; it is done wholly within the residence; it will not cause increased traffic or congestion within the subdivision; no external employees are commuting to and from the home business; and there will be no outward indication, signs or otherwise, indicating such business enterprise. No automotive repair or vehicle rebuilding business or any other form of automotive manufacturing business shall occur in driveways, on roads, or out in the open on lots in the Mountain View subdivision.

### Section 2. Vehicles.

#### (a) Commercial Vehicles.

No commercial vehicles, trucks (excluding pickups), or enclosed commercial trailers exceeding a gross vehicle weight of 10,000 pounds or nine feet in height or twenty feet in length, such as tow trucks, semi trailers and large trucks shall be parked, stored, or located on any lot, except when making a delivery or rendering a service at such premises. Delivery trucks may be parked only while performing the services they are designed for.

#### (b) Recreational Vehicles.

##### (1) Definitions:

A "Recreational Vehicle" is a motorized wheeled highway vehicle used for personal pleasure and not in connection with any commercial or business enterprise. Recreational

vehicles are generally between 10 and 45 feet long and include such vehicles as fifth-wheelers and travel trailers.

A "camper" is designed to be mounted upon a motor vehicle, is not permanently attached to a motor vehicle, is about 6 feet in length and 5.5 feet in height, and has no more than one axle supporting its weight.

A camper permanently attached to a pickup or other motorized vehicle is registered as a "motor home". A Class A motor home is constructed on a specially designed motor vehicle chassis. A Class B motor home is a compact unit that looks much like a regular van. These can often be parked in the family garage or driven around town as a second vehicle. A Class C motor home is built on an automotive-manufactured van frame with an attached cab.

A "Travel Trailer" is the typical trailer that is towed behind a truck with a bumper hitch. The travel trailer can range from 16 to nearly 40 feet in length.

A "Pop Up" is a small trailer that when opened becomes a tent on wheels. The solid top rises up from the solid bottom and the fabric sides unfold to complete the tent.

A "Truck Camper", called a "slide-in", is lifted into and out of the back of a pickup truck.

A "Fifth Wheel" has an overhang in the front to allow the towing point to be in the bed of a pickup truck. These are larger vehicles, suited to long-term use. These units run from 26 to 38 feet.

(2) Recreational Vehicle Restrictions:

Storage of "Class A" Recreational Vehicles, Fifth Wheelers, "Class A" Motor Homes, and Travel Trailers are not permitted within the subdivision unless such vehicles are completely enclosed within a garage. Visitor parking of such vehicles is permitted on a temporary basis only. "Temporary" is defined as not to exceed 21 days in any given six month period for a given vehicle. The use of a temporary structure during initial home construction is described in "ARTICLE IV - DESIGN STANDARDS, Section 3. Temporary Structures".

(c) Inoperable or Disabled Vehicles.

No inoperable or disabled vehicles shall be allowed on the premises of any lot. An inoperable/disabled vehicle is any trailer, semi-trailer, truck, automobile or major parts thereof, for which vehicle or parts thereof are not in current operating condition and are not eligible to be licensed by the State of Idaho.

Section 3. Parking Location.

Lot owners must provide parking for their vehicles on their own property. Such parking shall not be permitted on the subdivision road, or at any place other than on the owner's building lot. Exceptions may be made for occasional guest use or weather emergencies.

Section 4. Dividing Lots.

Lot splitting is prohibited.

Section 5. Weed Control.

It is the responsibility of each Property Owner to comply with Teton County Regulations and Recommendations for the control of weeds on said property.

Section 6. Setbacks.

The Front Yard setback is defined as that setback facing the subdivision road. No building shall be located on any lot nearer to the front lot line, the side lot line, or the back lot line than the minimum building setback lines shown on the recorded plat or minimum required by Teton County, Idaho. In any event, no building can be located on any residential plot nearer than thirty (30) feet to the plated front lot line.

Section 7. Fire.

Given the prevailing winds and proximity to wooded and grass lands, fire spreading danger is significant during dry seasons. There shall be no exterior fires during dry seasons except within proper receptacles.

### ARTICLE III – MAINTENANCE ASSESSMENTS

Section 1. Sharing of Repair of Access Road.

Prior to County takeover of the access road, the cost of reasonable repair and maintenance of road shall be shared by the owners who make use of the road.

Section 2. Effect of Nonpayment of Assessments; Remedies.

Upon default in the payment for reasonable assessments for road, the Association may, thirty (30) days after notification of nonpayment, charge interest at the rate of ten percent (10%) per annum to the Owner. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments.

### ARTICLE 1V – DESIGN STANDARDS

Section 1. Fencing.

It is the responsibility of each individual owner to fence *out* livestock if he so desires.

Section 2. Temporary Structures.

Trailers, mobile homes, and other structures not in compliance with these design standards may be allowed on the Property while permanent housing is being constructed for a period not to exceed eighteen (18) months at which time they will be required, by the Association, to be removed.

Section 3. Permanent Structures.

- (a) Buildings shall be stick built or log built; and no permanent modular buildings or mobile homes shall be allowed. "Permanent" modular buildings or mobile homes is defined herein to mean any such building/home located anywhere on

a given lot for more than 14 days; except for the use of a temporary structure during the initial home construction period as described in "ARTICLE IV – DESIGN STANDARDS, Section 3. Temporary Structures".

- (b) Exterior siding materials shall be all wood (composed of no additive fibers such as cement, sawdust or wood particles), brick or stone with natural or earth tone stains and colors. Stucco may be used as an accent only but by no means as a majority of an exterior siding.
- (c) Structures shall be of ranch or western design.
- (d) Roofing materials shall be slate, asphalt shingles, wood shakes or metal roofing. Roofing materials should be non-reflective and of a subdued neutral hue.

#### Section 4. Exterior Lighting.

In order to preserve dark skies and prevent light trespass to neighboring properties, the following should apply. No exterior light bulb shall be visible from a location off the lot. Only downward directed, low wattage, dark sky lighting may be used. Exterior lighting shall be shielded so that no light is projected above the horizontal, and the light source shall be diffused or shielded so that it cannot be seen from public areas or roadways or any other property. Floodlights shall not shine directly onto roadways or other lots or properties. Lights on private property shall be set back from the property line at least three times the height of the lamp above grade.

#### Section 5. Approval of Plans.

Plans for new construction, or the construction of an addition that require a building permit shall be submitted to the Association President a minimum of thirty (30) days prior to construction for the purpose of ensuring compliance with the Association Covenants.

### **ARTICLE V – GENERAL PROVISIONS**

#### Section 1. Enforcement.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the By-laws, or the Rules and Regulations. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period



by an instrument signed by owners representing ninety percent (90%) of the Owners and thereafter by an instrument signed by owners representing not less than seventy-five percent (75%) of the owners. Any amendment must be recorded.

Section 4. Annexation. After five years from the date of this instrument, additional residential property may be annexed to the properties with the consent of two-thirds (2/3) of the owners.

**ARTICLE VI –  
LOTS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS**

All present and future lot owners, tenants, mortgages and occupants of units where applicable, shall be subject to and shall comply with the provisions of this Declaration and the By-laws as they may be amended from time to time, and to any Rules and Regulations which may be adopted by the Association. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of a lot shall constitute agreement that the provisions of this Declaration, By-laws and Rules and Regulations, which may be adopted by the Association and as they may be amended or supplemented from time to time, are accepted and ratified by such lot owner, tenant, occupant, or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

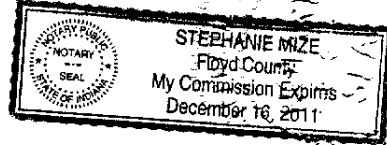
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, representing the agreement by signature of at least 75% of the Mountain View owners, hereunto caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Indiana Floyd

State of ~~Idaho~~, County of ~~Teton~~, on this 3 day of Jan, 2008, before me, a Notary Public for ~~Idaho~~, personally appeared Dan W. Hoke, President of the Mountain View Home Owners Association, Incorporated, and acknowledged to me that said Association executed the same.

Dan Hoke signature Dan W. Hoke

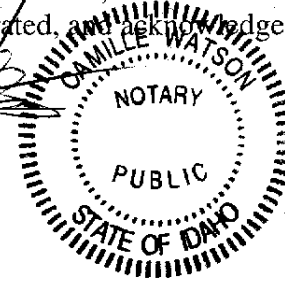
Notary Public Stephanie Mize  
Residing at Floyd, Indiana  
Commission expires December 16, 2011



State of Idaho, County of Teton, on this 21st day of June, 2008, before me, a Notary Public for Idaho, personally appeared Roland Schuler, Vice-President of the Mountain View Home Owners Association, Incorporated, and acknowledged to me that said Association executed the same.

Roland Schuler signature Roland Schuler

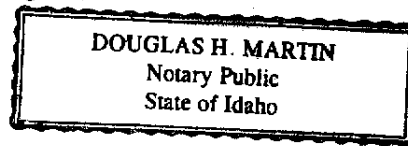
Notary Public Camille K. Wade  
Residing at Residing in Bonneville County  
Commission expires Commission Expires on 05-07-2013



State of Idaho, County of Teton, on this 10th day of JAN, 2008, before me, a Notary Public for Idaho, personally appeared Geno Morandi, Treasurer of the Mountain View Home Owners Association, Incorporated, and acknowledged to me that said Association executed the same.

Geno Morandi signature Geno Morandi

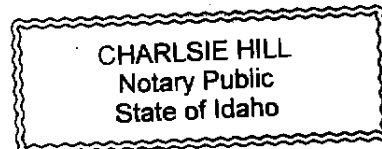
Notary Public Douglas H. Martin  
Residing at Swan Valley, Idaho  
Commission expires 8-28-2010



State of Idaho, County of Teton, on this 16 day of Jan, 2008, before me, a Notary Public for Idaho, personally appeared Jo-Ann Nicola, Secretary of the Mountain View Home Owners Association, Incorporated, and acknowledged to me that said Association executed the same.

Jo-Ann Nicola signature Jo Ann Nicola

Notary Public Charlsie Hill  
Residing at Driggs, Idaho  
Commission expires May 21, 2013



MOUNTAIN VIEW SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by VERNON L. ZAHNOW, of Teton, Idaho, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Teton, State of Idaho, described as:

See Attached Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to two or more property owners and Declarant.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II - PROPERTY RIGHTS

Section 1. No business or profession of any nature shall be conducted on any lot and no building or structure intended for or adapted to business or professional purposes, provided, however, that these prohibitions shall not preclude cultural activities in the home, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities; even if such activities may bring remuneration to the person or persons participating therein, provided such use does not create a nuisance to adjoining property owners.

Section 2. It is the responsibility of each Property Owner to comply with Teton County Regulations and Recommendations for the control of weeds on said property.

#### ARTICLE III - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Sharing of Repair to Access Road Prior to County Take Over of Road. The cost of reasonable repair and maintenance of road shall be shared by the owners who make use of the road.

Section 2. Effect of Nonpayment of Assessments; Remedies. Upon default in the payment for reasonable assessments for road, the Association may, thirty (30) days after notification of non payment, charge interest at the rate of ten percent (10%) per annum to the Owner. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments.

#### ARTICLE IV - DESIGN STANDARDS

Section 1. Fencing. It is the responsibility of each individual owner to fence out livestock if he so desires.

Section 2. Temporary Structures. Trailers, mobile homes, and other structures not in compliance with these standards may be allowed on the Property while permanent housing is being constructed for a period not to exceed eighteen (18) months at which time they will be required, by the Association, to be removed.

#### Section 3. Permanent Structures.

- (a) Buildings shall be stick built or of modular construction.
- (b) Exterior siding materials shall be wood, brick or stone with natural or earth tone stains and colors.
- (c) Structures shall be of ranch or western design.
- (d) Roofing materials shall be slate, asphalt shingles, wood shakes or metal roofing.

#### ARTICLE V - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-laws, or the Rules and Regulations. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

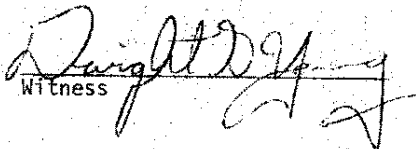
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by owners representing not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by owners representing not less than seventy five percent (75%) of the owners. Any amendment must be recorded.


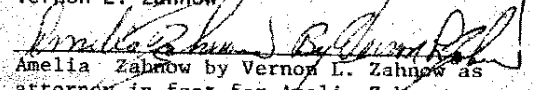
Section 4. Annexation. After five years from the date of this instrument, additional residential property may be annexed to the properties with the consent of two-thirds (2/3) of the owners.

ARTICLE VI - LOTS SUBJECT TO DECLARATION, BY-LAWS  
RULES AND REGULATIONS

All present and future lot owners, tenants, mortgagees and occupants of units where applicable, shall be subject to and shall comply with the provisions of this Declaration and the By-laws as they may be amended from time to time, and to any Rules and Regulations which may be adopted by the Association. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of a lot shall constitute agreement that the provisions of these Declaration, By-laws and Rules and Regulations which may be adopted by the Association and as they may be amended or supplemented from time to time, are accepted and ratified by such lot owner, tenant, occupant, or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

  
Witness

  
Vernon L. Zahnow  
  
Amelia Zahnow by Vernon L. Zahnow as  
attorney in fact for Amelia Zahnow

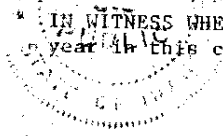
STATE OF IDAHO

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County of Teton

On this 25th day of September, 1980, before me the undersigned, A notary Public for Idaho, personally appeared Vernon L. Zahnow for himself, and as attorney in fact for Amelia Zahnow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he subscribed to the foregoing instrument and acknowledged to me that he subscribed to the foregoing name thereof as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.



*James M. Sweet*  
Notary Public for Idaho  
Residing at Victor, Idaho  
Commission expires: Life

86263

FILMED.....  
INDEXED.....  
PLATTED.....

STATE OF IDAHO }  
COUNTY OF TETON }  
Filed for Record at the Request  
of *List American*  
at *45* West Street *2*  
*P. O. Box 26th*  
day of *Sept*, 19*80*  
and recorded in  
Book.....  
of.....  
Records of Teton County  
State of Idaho  
*Dwight C. Stone*  
Recorder  
*Bonnie Reese*  
Deputy