



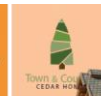
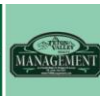
“Local Brokerage, National Results.”

Maps & Documents

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Phone: 208.354.2439
Email : info@tetonvalleyrealty.com

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



RECEIVED

139714

OCT 06 2000

TETON CO., ID
CLERK RECORDER

FILED

AT THE REQUEST OF

Debbie Hale

AT 15 MINUTES PAST 1 P.M.

DATE *Oct 6, 2000*

Walter S. Boyle

CLERK OF RECORD

Gayle Dressler
DEPUTY

DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS BY

OF
SWEET HOME RANCHES
Victor, Teton County Idaho

This declaration made this twenty fourth day of September, 2000.

When used hereinafter, the term "SWEET HOME RANCHES" shall mean that property in Teton County, State of Idaho, more particularly described as follows:

The S 1/2 NW 1/4 Section 24. TWP. 4N., RNG
45E., B.M., TETON COUNTY, IDAHO. Contains
79.0 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.

1.03 ASSOCIATION FEE:

Excluding Declarant, every owner of a parcel of the subject property shall pay a standard yearly fee of \$125 per parcel. This shall cover Fox Creek Irrigation and maintenance fees, or as the Board deems suitable. This fee shall be due by January 15 each year. The Board may raise this fee as necessary, but not without 30 days notice to each Association member and not for more than a reasonable inflation amount.

2. PROPERTY SUBDIVISION STRUCTURE

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,

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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 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 capitol 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 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 interest.

4.01 SPECIAL ASSESSMENTS FOR CAPITOL IMPROVEMENT:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacment of a capitol 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 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 a 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 cost of said road as costs are incurred at the initiation of the Board of Directors. The speed shall be set at 20 MPH.

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 the 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 Declarant Thomas Bryan. Upon sale of 50% 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. The Board shall consist of three members. Board members must be owners of property within the subdivision.

b). The purpose of the Board of Directors is to organize Association meetings at least annually, handle annual and special assessments and paperwork, control association funds, and to appoint members to the Design Committee.

c). The Design Committee shall consist of three association members appointed by the Board. 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 members may serve 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 property are encouraged. All structures will be constructed of earth tone materials and no residence shall be smaller than 1200 square feet in the main living area. Maximum floor area shall be determined by the Committee. A guest cabin shall be allowed, but square footage shall be no more than 800 square feet. All plans must be submitted to the Design Committee for acceptance prior to beginning any construction. Plans shall consist of all 4 elevations, exterior specifications, plot plans, and sections including heights from grade.

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 the 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 circumstances as the Committee believes will not be offensive to adjoining lot owners.

b). All improvements and buildings will be of new construction, built on site. No trailers shall be allowed for permanent dwellings.

c). Exterior materials shall be rough sawn natural wood, peeled log, brick or stone. Metal and composite sidings must obtain specific approval from the Design Committee. Roof materials shall be cedar shake, shingle or metal or heavy weight asphalt shingle. The Design Committee shall approve all exterior materials and colors. 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 three per lot. It is the Design Committee's responsibility to review each outbuilding before it is built to determine location, size and material make-up.

f). Established boundry fences must be maintained and left standing in consideration to the surrounding farming community. These fences shall be torn down only when being replaced by an equal or better fence. Should fencing be down long enough to allow cattle free grazing, it is Idaho law that it is the builders responsibility to protect their improvements. Boundary fences bordering neighboring property shall be peeled post and pole or other similar wood fencing. All fencing must be approved by the Design Committee. Wire fencing must be discrete from overall view. Lot owners utilizing the same fence shall both be responsible for it's maintenance.

g). Each residence must have it's own septic system. Water wells can be shared providing that the well and pump are of sufficient size to handle the load. Shared wells must be approved by the Design Committee prior to construction.

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. Guest cabins must be followed by a permanent dwelling being finished within three years.

6. SITE DESIGN

6.01 SETBACK:

The minimum setback on any lot to any side or back propety 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 descretion 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 inches.

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:

Pre-built, modular or component construction will not be allowed. No trailer,

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 TEMPORAY 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 have the right to remove the structure at the lot owners expense.

7.02 MAINTENANCE:

Each lot and all improvements thereon shall be maintained in a clean, safe and sightly manner. Boats, tractors, vehicles, campers, snow removal and all other types of equipment shall be kept at all times, except when in actual use, screened from view. Screening shall consist of fencing per the covenants or mature landscaping. No junk or inoperative cars shall be kept in open view on lots and shall be stored in an outbuilding.

7.03 REPAIR OF BUILDINGS:

No improvement on any property shall be permitted to fall into disrepair, and 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 such property unsanitary, unsightly, offensive or detrimental to any other property.

7.05 HAZARDOUS ACTIVITIES:

No activities shall be conducted on any property nor any improvements constructed on any property which are, or might be, unsafe or hazardous to any property or person. No open fires shall be lighted or permitted on any property except in a contained pit while attended and in use for cooking purposes only. There will be no trash burning on the property. If a fire should occur, it is the responsibility of the 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 the lot shall be restrained and controlled so that they do not become a problem to neighboring lot owners. Not more than one large animal shall be permitted per acre. For purpose of this condition, large animals shall mean any animal that exceeds 50 pounds. All grazing activity shall be done in a good husbandry like manner so as not to cause the destructions 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. Rooting types of animals such as chickens and roosters 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 fails to do so. 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 done all at once. This shall be the most cost effective.

7.09 WATER RIGHTS:

The Homeowners Association shall own and administer all water rights that belong to Sweet Home Ranches. The Association will designate one local person as water master who will serve as the representative and voting proxy for all Sweet Home Ranches shares at Fox Creek Irrigation shareholder's meetings. He/she will also administer the use of irrigation within the subdivision. There will be no flood irrigation and specific nozzle size may be administered by Fox Creek. The watermaster shall also assure that lots #4,5,12,13 with ponds stay full and reasonably algae free. Lots #4,5,6,7,8,9,10,11,12, and 13 shall have use of Fox Creek Irrigation mainline. The amount of water usage shall be determined by the watermaster. There will be an easement for irrigation installation on lots #13, 14, 15, and 1, 2, 3 and 4. Any additional mainline installed shall be at the lot owners expense. All additional mainline shall be buried underground. There will be no installations without the consent of the watermaster.

7.10 FIRE PONDS:

There shall be two fire ponds landscaped upon lots #4 and 5, and 12 and 13. These ponds shall belong to the lot owners, but shall include an easement for the fire department should any major fires take place within the development. Specific attachments have already been installed. These ponds shall be landscaped and remain in an equal to or better condition after purchase.

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 10 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 effect any other provisions which shall remain in full force and effect.

IN WITNESS THEREOF

The undersigned have executed this instrument this 4 day of October in the year 2000.

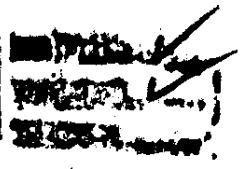
[Handwritten signatures: R. Bryan and Jackie Hoke]

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RECEIVED

FILED

AT THE REQUEST OF



JUN 27 1994

TETON Co. Id
Clk. Recorder

Carrie Ann Hand

MINUTES PAST 5 P M

DATE 27 June 1994

Ann A. Hand

CLERK OF RECORDER

Phyllis A. Hansen
DEPUTY

DECLARATION

COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SWEET HOME RANCHES
Victor, Teton County Idaho

This declaration made this 27th day of June 1994.

When used hereinafter, the term "SWEET HOME RANCHES" shall mean all that property in Teton County, State of Idaho, more particularly described as follows:

The S 1/2 NW 1/4 Section 24, TWP. 4N., R1G
45E., B.M., TETON COUNTY, IDAHO. Contains
79.0 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.

1.03 ASSOCIATION FEE: Excluding Declarant, every owner of a parcel of the subject property shall pay a standard yearly fee of \$75.00 per parcel. This shall cover Fox Creek Irrigation and maintenance fees, or as the Board deems suitable. This fee shall be due by January 15 each year. The Board may raise this fee as necessary, but not without 30 days notice to each Association member and not for more than a reasonable inflation amount.

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 property are encouraged. All structures will be constructed of earth tone materials and no residence shall be smaller than 1200 square feet in the main living area. Maximum floor area shall be determined by the Committee. A guest cabin shall be allowed, but square footage shall be no more than 800 feet. The Design Committee shall review each design.

(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 the 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 dwelling.

(c). Exterior materials shall be rough sawn natural wood, peeled log, brick, stone, or other similar natural material. Metal, vinyl or plastic siding shall be allowed so long as the colors are dull and of earth tones. Roof materials shall be cedar shake, shingle or metal or heavy weight asphalt shingle. The Design Committee shall approve all exterior materials. 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 three per lot. It is the Design Committee's responsibility to review each outbuilding before it is built to determine location, size and material make-up.

(f). Established boundary fences must be maintained and left standing in consideration to the surrounding farming community. These fences shall be torn down only when being replaced by an equal to or better fence. Should the fencing be down long enough to allow cattle free grazing, it is by Idaho law that it is the builders responsibility to protect their improvements. Boundary fences bordering neighboring property shall be peeled post and pole or other similar wood fencing. All fencing must be approved by the Design Committee. Wire 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. Guest cabins must be followed by a permanent dwelling being finished within three years.

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 begun. 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 and all other types of 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 and shall be stored in an outbuilding.

7.03 Repair of Buildings: No improvement on any property shall be permitted to fall into disrepair, 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 such property unsanitary, unsightly, offensive or detrimental to any other property.

7.05 Hazardous Activities: No activities shall be conducted on any property nor any 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 only. There will be no trash burning 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 so that they do not cause a problem to neighboring lot owners. Not more than one large animal shall be permitted per acre. For purpose of this condition, large animals shall mean any animals that exceed 50 pounds. All grazing activity shall be done in a 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. 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 fails to do so. 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 shall be the most cost effective.

7.09 Water Rights: The Homeowners Association will own and administer all water rights that belong to Sweet Home Ranches. The Association will designate one local person as water master who will serve as the representative and voting proxy for all Sweet Home Ranches shares at Fox Creek Irrigation shareholder's meetings. He/She will also administer the use of irrigation within the subdivision. There will be no flood irrigation and specific nozzle size may be administered by Fox Creek. The watermaster shall also assure that lots #4,5,12 and 13 with ponds stay full and reasonable algae free. Lots 4,5,6,7,8,9,10,11,12 and 13 shall have use of Fox Creek Irrigation mainline. The amount of water useage shall be determined by the watermaster. There will be an easement for irrigation installation on lots #13,14,15, and 1,2,3 and 4. Any additional mainline installed shall be at the lot owners expense. All additional mainline shall be buried underground. There will be no installations without the consent of the watermaster.

7.10 Fire Ponds: There shall be two fire ponds landscaped upon lots #4 and 5 and #12 and 13. These ponds shall belong to the lot owners, but shall include an easement for the fire department should any major fires take place within the development. Specific attachments have already been installed. These ponds shall be landscaped and remain in an equal to or better condition after purchase.

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 10 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.

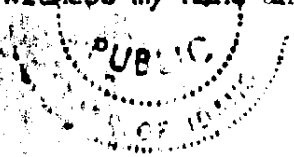
INVALIDATION

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

IN WITNESS THEREOF

The undersigned have executed this instrument this 27th day of June in the year 1994.

STATE OF WYOMING
) SS.
COUNTY OF TETON
Witness my hand and official seal.



[Signature]
[Signature]
[Signature]

NOTARY PUBLIC

My Commission Expires: 6-28-97

110721