



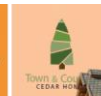
“Local Brokerage, National Results.”

Maps & Documents

Teton Valley Realty or this website makes no representation regarding sufficiency, completeness, or any other matters referred to any documents herein, or information provided on this web site. Teton Valley Realty advises you consult with independent legal counsel regarding these documents. When purchasing real estate, it is advised that you obtain full and complete documents, and not rely on these pages.

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



179471

Instrument # 179471

DRIGGS, TETON, IDAHO
2006-08-15 01:45:01 No. of Pages: 38
Recorded for: ED THULIN
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DECLARATION OF COVENANTS

[Handwritten Signature]

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE PONDS**

RECEIVED

AUG 15 2006

TETON CO., ID
CLERK'S OFFICE

This is the Amended Declaration of Protective Covenants, Conditions and Restrictions regulating and controlling the use and development of real property. This Amended Declaration revokes and replaces the original Declaration, recorded on March 8, 2005 as Instrument # 166773 in Teton County, Idaho. This Amended Declaration is made effective this 15 day of August, 2006, by Teton Properties, LLC, a Wyoming limited liability company, holding a certificate to do business in the State of Idaho, herein referred to as "Declarant."

ARTICLE I - PURPOSE AND DECLARATION

Declarant is the owner of Lots 1-45 in the Ponds Phase I described in that plat "The Ponds Phase I" recorded in the Office of the County Clerk of Teton County, Idaho and identified as Instrument # 166779, a copy of which is attached hereto as Appendix A. The property in The Ponds Phase I is hereinafter referred to as "The Ponds Phase I" and the plat as "The Ponds Phase I Plat". These Lots 1-45 are hereinafter referred to as the "Subdivision". The Subdivision is a highly desirable residential area, having great scenic and natural value, and Declarant is adopting the following Protective Covenants, Conditions and Restrictions to preserve and maintain the desirable qualities, and the scenic and natural values of the Subdivision for the benefit of all owners of the Subdivision.

Declarant hereby declares that the Subdivision, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Protective Covenants, Conditions and Restrictions, which are sometimes referred to herein as the "Covenants." The Covenants shall run with the Subdivision and any portion thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Subdivision or any part thereof, and shall inure to the benefit of every owner of any part of the Subdivision.

ARTICLE II - DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

- a. "Association" shall mean The Ponds Homeowner's Association, Inc., an Idaho nonprofit corporation or association, composed of the Owners of Lots, Duplex/Townhouse Lots, and Townhouses in the Subdivision, established to administer and enforce the terms and conditions of these Covenants, administer the Subdivision and provide the Common Services.
- b. "Board" shall mean the Board of Directors of the Association.
- c. "Common Roads" shall mean all roadways within the Subdivision which provide access to or are utilized by more than one lot and shall include all bridges or culverts which are commonly used.
- d. "Common Services" shall mean maintenance and repair (including snow removal) of the Common Roads and Pathways (not done by the City of Victor), all common utility services (including trunk culinary and irrigation water and sewer facilities - not maintained by the City of Victor, electric power, television, telephone and related services), all common trash collection areas, and common mailbox areas, architectural design control, Covenant enforcement, and other duties, rights and responsibilities provided for herein or reasonably inferred herein in order to carry out the purposes of these Covenants.
- e. "Development" shall mean all buildings, structures, or other site improvements placed on the land in the Subdivision and any alteration of the natural land surface of the Subdivision.
- f. "The Ponds Condominiums" shall refer to the property described in that plat "The Ponds Condominiums First Addition" recorded in the Office of the County Clerk of Teton County, Idaho, and identified as Instrument # 166728.

179471

g. "Irrigation Maintenance Costs" is defined as and shall include but not be limited to the installation, repair and maintenance of irrigation lines, pipes, pumps and filtration equipment, the costs of irrigation line excavation and trenching, the costs of Trail Creek Irrigation Company water fees and assessments, water master fees, if any, and costs associated with removal of sedimentation.

h. "Lot" shall mean a lot designated, located and defined as Lots 1 through 39, 44, and 45 on The Ponds Phase I Plat.

i. "Duplex/Townhouse Lot" shall mean a lot designated, located and defined as Lots 40 through 43 on The Ponds Phase I Plat.

j. "Owner" shall mean the record owner of a Lot, the record owner of an undeveloped Duplex/Townhouse Lot, the record owner of a Duplex/Townhouse Lot on which a duplex has been constructed or is in the process of being constructed, or the record owner of a Townhouse constructed or being constructed on a Duplex/Townhouse Lot, including a contract purchaser, but excluding anyone having an interest in a Lot, Duplex/Townhouse Lot or Townhouse as security for the performance of an obligation.

k. "Pathways" shall mean any access path for pedestrians, skiing, and bicycling identified on The Ponds Phase I Plat, if any.

l. "Principal Residence" shall be defined as the single-family residential structure constructed on any lot within the Subdivision, other than a Duplex/Townhouse Lot, which is the principal use of such lot, and to which other authorized structures on such site are accessory. In the case of Duplex/Townhouse Lots, "Principal Residence" shall be defined as a duplex or two contiguous Townhouse structures constructed on any Duplex/Townhouse Lot within the Subdivision which is the principal use of such lot, and to which other authorized structures on such site are accessory.

m. "Structure" shall mean anything built or placed on the ground, not including landscaping or underground installations.

n. "Townhouse" shall mean either of two townhouses constructed on a Duplex/Townhouse Lot.

o. "Subdivision" shall mean a portion of that property described in Appendix A designated, located, and defined as Lots 1 through 45 on The Ponds Phase I Plat.

p. "The Ponds" shall be synonymous with "Subdivision", and shall refer to those lots as defined in section o above.

q. "The Ponds Phase I Plat" shall mean a map or plat of The Ponds Phase I recorded in the Office of the Clerk of Court of Teton County, Idaho, and identified as Instrument # 166729, as it may be amended from time to time, and including any future phases of the Subdivision.

ARTICLE III - HOMEOWNERS ASSOCIATION

3.1 Formation. A nonprofit homeowners association created by the Declarant shall have as its members all Owners. The rights, duties, assessments, and other obligations of the Association and its members and Board of Directors shall be governed by these Covenants and by any articles of organization or bylaws adopted as part of its formation.

The Owners do not otherwise constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, through the Board of Directors or

179471

officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the bylaws or by applicable law.

3.2 Membership. Every Owner shall be a member of the Association.

3.3 Members Voting. Except as may otherwise be provided in these Covenants or the Articles of Incorporation of the Association or its Bylaws, each Owner of a Lot or Townhouse shall have one vote to cast upon any matter to be decided by a vote of the members. Each Owner of an undeveloped Duplex/Townhouse Lot or a Duplex/Townhouse Lot on which a duplex has been or is being constructed shall be entitled to two votes. As set forth in the Articles of Incorporation, Declarant shall be entitled to three times the value of vote assigned to each member herein, (for example, if the vote attributable to a lot owned by Declarant is one, then the vote attributable to such lot to be exercised by Declarant shall be 3.) If there is more than one person or entity owning a Lot, a Duplex/Townhouse Lot, or a Townhouse, the vote of such members shall be cast as determined by the owners of such lot or Townhouse. Should two families or entities own and reside in respective duplexes on a duplex lot, each family or entity shall be entitled to one of two Duplex/Townhouse Lot votes. In the event of any dispute among joint owners of a Lot, Duplex/Townhouse Lot, or Townhouse, the Board shall have the right to disqualify such members from voting on an issue unless or until the joint owners of such Lot or Townhouse have reached agreement as to such members' vote.

3.4 Board of Directors of the Association. The management of the business and affairs of the Association, the management and maintenance of those parts of the Subdivision under the control of the Association, and providing all Common Services shall be the sole responsibility of the Board of Directors.

3.5 Authority and Duties. Pursuant to the powers and authority vested in it by Idaho law and by the Articles of Organization and Bylaws of the Association, the Board shall have the full power and authority to manage the business and affairs of the Association and shall be responsible for the enforcement and administration of the requirements of these Covenants and other covenants for which the Board is legally responsible, and shall approve all development, contract for and supervise Common Services, enforce the development and use of regulations, provide for necessary insurance, and take all other actions necessary to administer and enforce these Covenants. The Board of Directors shall act pursuant to a majority vote.

3.6 Number, Election, Tenure, and Qualifications. The number of Directors of the Association shall be three (3). Initially, the Declarant shall appoint all three Directors in order to establish appropriate design review, to assure uses are in conformance with these Covenants, and to assure a high quality project. One member of the initial Board shall serve one (1) year, one, two (2) years, and one, three (3) years; thereafter, terms of Board Members shall be three (3) years. Not later than sixty (60) days after conveyance of seventy-five (75) percent of the total number of Lots and Duplex/Townhouse Lots in the Subdivision AND seventy-five (75) percent of any lots in land subsequently annexed to the Subdivision and sold to Owners other than the Declarant, (as provided in Section 9.9 herein), one member of the Board of Directors may be elected by vote of the Owners. This member will replace and complete the term of the Board Member next coming up for election. Not later than sixty (60) days after the conveyance of all lots in the Subdivision to non-Declarant Owners AND the conveyance of all lots in any land subsequently annexed to the Subdivision to non-Declarant Owners, (as provided in Section 9.9 herein), the Owners may elect the entire Board of Directors.

3.7 Limited Liability of Board of Directors. Members of the Board and the officers, assistant officers, agents and employees acting in good faith on behalf of the Association;

(1) Shall not be liable to the Owners as a result of their activities for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;

(2) Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such, except for their own willful misconduct or bad faith;

179471

(3) Shall have no personal liability in tort to any Owner or any person or entity, except for his or her own willful misconduct or bad faith.

(4) Shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

3.8 Budget. The Association must prepare an annual budget. Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first-class mail or otherwise deliver a summary of the budget to all the members.

3.9 Duties of the Board. The Board shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions to do and perform each of the following for the benefit of the Owners, and for the maintenance, administration and improvement of the Subdivision and the Common Roads and providing the Common Services, as may be required or appropriate:

(1) **Receive, Hold and Maintain Property.** The Board shall be obligated to and shall accept title to any real property or interest therein, including improvements thereon, or to any personal property or equipment existing in the Subdivision when, as and if granted or furnished by Declarant. The Association shall also be obligated to and shall accept the benefits and burdens associated with any water rights, licenses, easements or other instruments which Declarant conveys to Association. In each and every instance, the Association shall hold the title, interest or rights granted, furnished or conveyed for the benefit of its members and shall maintain and preserve same for the benefit of its members. With respect to any such property or rights, and any other property or rights acquired or held by the Association, the Board shall be obligated insofar as applicable in the particular circumstance to pay all rents, fees, taxes and assessments relating to, and necessary to preserve therein, and provide for the best and highest quality care, operation, management, insurance, maintenance, repair and placement of the same; including but not limited to all roads, pathways, buildings (if any), park, utilities, and subdivision signs (if any).

(2) **Provide the Common Services.** The Board shall provide Common Services to benefit the Subdivision, and the Owners. It may engage the services of a manager or such other contractors as it deems necessary or desirable to provide such Common Services. The Board is specifically authorized to assure and provide Common Roads and Pathway maintenance and snow plowing (not provided by the City of Victor), irrigation and weed control of common property, and maintenance and protection of the ponds. The Board is authorized to provide such services to individual Owner lots if the same is necessary, and the Owner otherwise fails to act.

(3) **Insurance Function.** The Board shall be obligated to and shall obtain and keep in full force and effect at all times at least the following insurance coverage. The Board shall obtain casualty insurance with respect to all insurable property of the Association insuring the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief. The Board shall obtain broad form comprehensive liability insurance coverage, covering both public liability and automobile liability, with limits of not less than \$2,000,000 for each person and not less than \$5,000,000 for each occurrence and with property damage limits of not less than \$1,000,000 for each accident. Insurance policies may contain such deductible provisions as good business practice may dictate. All insurance shall name the Association AND Declarant, as additional insureds, and shall, to the extent reasonably possible, cover each Owner without any such Owner necessarily being specifically named. The Board shall provide Declarant, upon request, with certificates evidencing such insurance and copies of the insurance policies.

(4) **Taxes.** To the extent not assessed to or paid by Owners, the Board, on behalf of the Association, shall pay all real property taxes and assessments levied on the Association property.

(5) **Refuse Disposal.** Unless provided by a municipal, county or other governmental body and unless the cost thereof is assessed directly or indirectly against the Owners by such body, the

179471

Association shall have the right to contract for, employ and otherwise provide for refuse disposal services and may provide a common trash storage and pickup area for that purpose.

(6) **Traffic Control.** The Association may establish speed limits and other traffic regulations within the Subdivision and may cause "speed bumps" and/or other means of regulating speed to be installed. In order to minimize road damage caused by heavy construction vehicles, the Association may establish required routes for such vehicles within the Subdivision and may prohibit such vehicles from entering specified roads within the Subdivision.

(7) **Pond Maintenance.** The Association shall maintain water levels, vegetation, and aquatic health and shall be solely responsible for stocking and maintaining the health of fish (if any) in all ponds in the Subdivision. The Association may lower water levels or completely empty some or all ponds during any period in the year when pond surfaces could be frozen or when irrigation or other water issues dictate such variations. Owners are prohibited from constructing any kind of structure and from depositing refuse or any other material or object in any pond in the Subdivision. Nothing in this section shall be interpreted to require Declarant or Association to stock or maintain fish in said ponds.

(8) **Water Availability.** Subdivision ponds are filled and maintained with water from the Trail Creek Irrigation Company (the "Company") of which the Subdivision is a shareholder. In anticipation of permanently transferring the nature of some of its water rights from use in irrigation to use in the Subdivision's and other shareholders' ponds, the Company has made arrangements with the Idaho Water Resource Board to lease some of its irrigation water for pond use. Once the Company is able to determine the total extent of its shareholders' requirements for pond use, it is its intention to make application to the Idaho Department of Water Resources to permanently transfer the use of a share of its water for impounding in ponds. It should be understood that transfers of water rights for aesthetic purposes are not automatic under Idaho law; but since the proposed transfer is only a change in use, not in the place of use, it is believed the risk of the application not being approved is minimal.

Since irrigation water is not available during winter months and since it is possible ponds will develop minor leaks, it is anticipated pond water levels will fall during winter months.

(9) **Irrigation Practices, Maintenance, and Costs.** The Association shall regulate use of irrigation water, including but not limited to regulating hours and extent of use and types of irrigation apparatus and shall distribute the cost thereof among Owners. The Association and Declarant shall have full authority to negotiate with the Trail Creek Irrigation Company and agencies of the State of Idaho as necessary to insure a continuing supply of irrigation water. The Association shall oversee and insure that Irrigation Maintenance is timely performed, and shall provide for the payment of Irrigation Maintenance Costs. The Association shall timely collect The Ponds Condominiums share of Irrigation Maintenance costs (as set forth in Section 5.7 of this Declaration), from The Ponds Condominiums Association, Inc., and shall collect similar fees from all other entities or associations that subsequently occupy Lots 47-50 as referenced in The Ponds Phase I Plat, and which utilize The Ponds irrigation water and improvements.

(10) **Water master.** The Board shall appoint a person or committee to serve as "water master" to both administer the distribution of irrigation water within the Subdivision and to serve as liaison between the Homeowners' Association and the City of Victor.

3.10 **Meetings.** The members of the Association and the Board of Directors of the Association shall hold annual meetings, as set forth in the Bylaws of the Association. All matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy, shall be set forth in the Bylaws of the Association.

ARTICLE IV - PROPERTY RIGHTS AND EASEMENTS

4.1 **Reservation of Easements.** Declarant hereby reserves to Declarant, its successors and assigns, the Association, and all Owners, the following easements over and across the lots and Property which shall pass with the title to every lot or other land within the Property:

179471

(1) **Easements for Utilities.** In addition to easements shown on The Ponds Phase I Plat, Declarant hereby reserves to itself, its successors, assigns, and all Owners, perpetual easements ten (10) feet in width on each side of the boundary line along the entire perimeter of each lot in the Subdivision, for the purpose of constructing, maintaining, operating, relocating, replacing, enlarging, and repairing electric, telephone, water, sewer, irrigation, and similar lines, pipes, wires, conduits, head gates, ditches, fences, and watercourses.

(2) **Easements for Common Roads, Driveways, Pathways and Mail Boxes.** In addition to the easements and reservations set forth on The Ponds Phase I Plat, Declarant hereby reserves to itself, its successors and assigns, all Owners, and the Association, perpetual easements across all Common Roads and Pathways within the Subdivision for access to lots and areas as shown on such plat or as may hereafter be established by the Declarant.

(3) **Easement for General Association Operations.** The Association shall have the right to access each lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of utility extensions, roads, pathways, ponds, and associated water lines and at any time for the making of emergency repairs, and shall have a non-exclusive easement as may be appropriate to perform the duties and functions which it is permitted to perform pursuant to these Covenants. In addition to the foregoing, the Association shall also have the right to establish utility easements from time to time for the benefit of Owners within the Subdivision across any of the lands within such subdivision, subject however to the prior approval of the location of said easements by the Board and the owner of a lot or Townhouse, which approval shall not be unreasonably withheld; further provided, however, that the owner of a lot or Townhouse or the Board may impose conditions on the use, installation, revegetation or rehabilitation required to restore any disturbed property to its prior condition after completion of the installation of any such utilities and may further require that all such utilities be installed underground.

(4) **Easement for Ponds and Natural Environment Areas.** In addition to the easements and reservations set forth on The Ponds Phase I Plat, Declarant reserves the right for itself, and on behalf of the Association and Owners, perpetual Sixteen feet (16') easements around each subdivision pond's high water mark for the purpose of maintenance and water/pond management. To effectuate the purpose of these pond easements, there shall be no fencing of the ponds within the easement area. Similarly, any and all landscaping within the easement area must first be approved by the Board so as to insure the proposed landscaping does not interfere with Association maintenance. Any Owner wishing to landscape around a pond must submit a landscaping plan and obtain Board approval prior to initiating any landscaping project around the ponds.

4.2 **Delegation of Use.** The Owner of any Lot, Duplex/Townhouse Lot, or Townhouse may delegate to members of the Owner's family, guests or invitees, tenants, servants, employees and contractors of the Owner, or any occupant of the same the right to the use and enjoyment of the aforesaid easements.

ARTICLE V - MEMBER'S ASSESSMENTS

In order to provide the Common Services and properly operate, manage and maintain the Subdivision for the benefit of all Owners, the Association, by and through the Board, shall have the authority to levy assessments pursuant to Idaho Codes §§ 45-103, 45-107, 45-108, and 45-810 and all other applicable Idaho law. Each Owner, by acceptance of a deed to the property, shall be deemed to have granted a lien to the Association to secure payment of the assessments in accordance with the following terms and conditions.

5.1 **Purpose of Assessments.** The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, for the administration and operation of the Association, and for providing the Common Services and meeting all expenses of the management, operation, irrigation, and maintenance of the Subdivision and enforcement of these Covenants.

5.2 **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of a Lot, Duplex/Townhouse Lot or Townhouse, by acceptance of a deed therefore or by a contract for deed,

179471

whether or not it shall be so expressed in such deed or contract for deed, is deemed to have consented to be subject to these Covenants and agrees to pay the Association: (i) Annual assessments and Irrigation Maintenance charges and (ii) special assessments for capital improvements, repairs and maintenance.

(1) The annual assessments as well as the Irrigation Maintenance Costs and special assessments, together with interest, costs, and reasonable attorneys' fees, shall constitute a continuing lien against lots and Townhouses superior to all other liens and encumbrances except: (a) Any assessment lien created or claimed under the this Declaration or the Bylaws shall be subject and subordinate to the rights of any first mortgagee of any duly recorded first mortgage upon a lot or Townhouse, made in good faith and for value. (b) liens and encumbrances recorded before the recordation of this Declaration; (c) the rights of any mortgagee or holder of a deed of trust under a duly recorded first mortgage or deed of trust made in good faith and for value and which was recorded before the date on which the assessment sought to be enforced became delinquent; and (d) liens for real estate taxes and other governmental assessments or charges against the lot or Townhouse.

(2) This section shall not affect the priority of mechanics' or material men's liens or the priority of liens for other assessments made by the Association.

(3) Recording of the Declaration constitutes record notice of the terms and obligations set forth above.

(4) The Association's lien may be foreclosed in any manner provided by Idaho Law, including non-judicial foreclosure.

(5) Assessments shall be a personal obligation of each Owner, and suit to recover money judgment shall be maintainable without waiving the lien securing it, as set forth in Idaho Code § 45810.

5.3 Annual Budget. The Board shall prepare an annual budget estimate for Common Services and the administration of the Association, including taxes and insurance coverage as needed, and fix the amount of the annual assessment based upon this estimate. The budget estimate may include a reserve for future contingencies. Such budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period.

5.4 Special Assessments for Capital Improvements. In addition to the annual assessments, the Board may levy, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of any improvement upon the Subdivision or the Common Roads and Pathways; provided that any such special assessment shall have the assent of a majority of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

5.5 Notice and Quorum for Any Special Assessment. Written notice of any meeting called for the purpose of taking any action authorized under the foregoing paragraph shall be sent to all Owners not less than thirty (30) days or no more than sixty (60) days in advance of the meeting. At the first such meeting, the presence of Owners or of proxies entitled to cast a majority of all the votes of the Association shall constitute a quorum. Each Lot and Townhouse Owner shall be entitled to one (1) vote, except for those Duplex/Townhouse Lot Owners, whom shall be entitled to two votes, and Declarant, who shall be entitled to three times the value of its vote. If the required quorum is not present, the Members present shall have the power to adjourn the meeting from time to time without notice other than the announcement at the meeting, until a quorum shall be present. If a quorum shall be present at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified.

5.6 Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform (equal) rate equal to the value of membership vote for all lots, whether they are undeveloped or developed. (For example, a Duplex/Townhouse lot shall be assessed a double share since such lot is entitled to two member votes.) All assessments may be collected on a monthly or annual basis at the discretion of the Board. Assessments on lots owned by Declarant shall be adjusted to reflect only services actually being used by such lots.

179471

5.7 Delivery of Irrigation Water / Cost Share with the Ponds Condominiums. The Ponds capture, delivery and beneficial use of irrigation water shall be subject to the use of a share of that water captured by *The Ponds* and delivered to up to Seventy (70) acres of total land inclusive of *The Ponds*, *The Ponds Condominiums*, and that land presently owned by Declarant, being *Lots 47-50* and the land identified in *Phases II, III, and IV* of the *Ponds Master Plan*, attached as Appendix C. By way of their respective Declarations, *The Ponds* and *The Ponds Condominiums* each acknowledge that they have pooled those water shares that run with each entity's respective property, and which are evidenced by a sum specific number of shares held in the Trail Creek Irrigation Company. Each entity, i.e., *The Ponds* and *The Ponds Condominiums*, shall, be entitled to a share of water representative of that entity's acreage. For example, *The Ponds Condominiums*, as of the date of this Declaration, shall be entitled to approximately a Three Percent (2.95%) share of the pooled water shares, (2.07 acres divided by 70 acres). Should Lot 47 subsequently be annexed as part of *The Ponds Condominiums*, *The Ponds Condominiums*' share shall increase to approximately a Five Percent (5.26%) share, (3.68 acres divided by 70 acres). For purposes of this section, *The Ponds*' acreage share shall consist of all shares of water attaching to the Seventy (70) acres of land defined above minus *The Ponds Condominiums*' share and the share of any other entity or association that owns *Lots 47-50* and the land identified in *Phases II, III, and IV*. Should an entity or entities other than *The Ponds* or *The Ponds Condominiums* ultimately annex *Lots 47, 48, 49, and/or 50*, as platted in *The Ponds Phase I*, or a part of or all of the land identified in *Phases II, III, and IV* of *The Ponds Master Plan* (attached as Appendix C), it/they shall enjoy its/their respective percentage share of water in the same manner as does *The Ponds* and *The Ponds Condominiums*. For example, if *Lot 48* is subsequently annexed, it shall obtain an approximate Two and One-third (2.36%) share (1.65 acres divided by 70 acres). Any rights to water subsequently enjoyed by *Lots 47-50* or that land identified in *Phase II, III, or IV* shall be subject to the same requirements, fees, and obligations as set forth in this section and below. Nothing herein shall prevent *The Ponds* from delivering applicable shares of water to those undeveloped properties referenced above prior to their development and annexation, or from leasing or assigning a portion or all of those undeveloped properties' prospective water shares prior to their development and annexation.

The Ponds Condominiums shall utilize this water in a beneficial manner for application to its Common Areas. *The Ponds Condominiums* shall reimburse and pay to *The Ponds Homeowner's Association* a share of all Irrigation Maintenance Costs incurred by the Association. *The Ponds Condominiums* fractional share of those costs shall be equal to (the length times diameter squared of the irrigation lines serving *The Ponds Condominiums*), divided by (the length times diameter squared of the irrigation lines serving *The Ponds* and *The Ponds Condominiums*). Should additional entities or associations subsequently occupy and annex *Lots 47 through 50*, (as defined in *The Ponds Phase I Plat*), or that property identified in *Phases II, III, and IV* of *The Master Plan* and thereafter obtain a permissive right to utilize *The Ponds*' irrigation water and improvements through annexation or other means, the entities, owners or associations of those lots shall pay their share of the Irrigation Maintenance Fees, determined in the same manner as referenced in the formula above. The Board and Association are responsible for assessing *The Ponds Condominiums* and all other entities that utilize irrigation water, and collecting its share of the Irrigation Maintenance Costs. Nothing shall prevent the Association from exercising its right to lien the Common Areas of *The Ponds Condominiums*, or any of those other properties subsequently annexed, so as to secure payment of any past due Irrigation Maintenance Costs obligation. Nothing shall prevent the Association from subsequently exercising any its right to bring an action in a court of law to collect said fees, if overdue. Any claim or assessment levied by Association to collect past due Irrigation Maintenance Costs of *The Ponds Condominiums* or those future entities or associations having ownership of those properties subsequently annexed, shall be subject to and subordinate to the rights of any first mortgagee of any duly recorded first mortgage upon a Condominium Unit in *The Ponds Condominiums*, or upon any improvement or property interest in those lots subsequently annexed, made in good faith and for value, and shall in no way defeat, impair, or invalidate the rights of any first mortgagee under such duly recorded first mortgage. Nothing in this section or in this Declaration shall be construed as *The Ponds* guarantee to any entity or person that it will always possess a right to use, capture, or deliver water, as previously set forth and disclosed in Section 8 herein.

179471

5.8 Date of Commencement of Annual Assessment and Due Dates. The annual assessments provided for herein shall commence as to all lots and Townhouses subject to assessment on the first day of the month following the conveyance of the first lot. The Board shall operate on a calendar year basis. The Board shall fix the amount of the annual assessment against each Owner at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every Owner, purchaser or mortgagee, and for a reasonable charge, shall furnish a certificate signed by a member of the Board setting forth whether the assessments on a specified lot have been paid.

5.9 Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date therefore shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Board and the Association may bring an action provided by law against an Owner delinquent in payment of assessments, either individually, or pursuant to its right to foreclose the lien against the lot or Townhouse.

ARTICLE VI - ARCHITECTURAL APPROVAL

6.1 Architectural Approval Required. No building, structure, road, fence, development or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or clearing or disturbance of any lot or vegetation shall be commenced until plans and specifications have been approved by the Board or an architectural committee appointed by the Board.

6.2 Plans and Specifications. Three sets of plans and specifications for any development or construction, lot improvement, landscaping or driveway shall be submitted to the Board. The plans shall include a plot plan indicating the proposed location of the proposed development or improvements within the lot. All plans for any building or structure must provide a reasonably accurate depiction of the proposed development and if, in the discretion of the reviewing Board, they are not acceptable for such purpose, must be resubmitted before any review or approval may proceed. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. Such information shall include scaled floor plans, exterior elevations showing all external features and materials, a list of all exterior materials with samples and color selections. Site plans shall show existing and finished grades, existing trees or shrubs, the locations of all drives, parking areas, fences, utilities, lawns, landscaping and plantings, berms and other finishes. A fee of up to Three Hundred Dollars (\$300.00) may be required to be paid to the Board for the processing and review of all authorized Development within the lot.

6.3 Plan Review and Approval. The Board (or architectural committee, if any) shall review the plans and specifications within 30 days from the submission thereof, and determine if the proposed location, design of structures, use, landscaping and screening conform to the requirements of these Covenants. If the Board fails to review the plans and specifications within 30 days from the date they are delivered to the Board for review, and fails to render a decision regarding approval or disapproval, the applicant may advise the Board in writing of his intention to proceed and, if the Board does not respond within fifteen (15) days, the plans shall be deemed approved, as submitted.

6.4 Nonwaiver. The approval by the Board of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Board under the Covenants, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

6.5 Liability. Neither the Board nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any property within the Subdivision, or (d) the execution and filing of an estoppel certificate pursuant to this Declaration, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

179471

6.6 Prosecution of Work After Approval. After receiving Board approval, any development shall be accomplished as promptly and diligently as possible and in substantial conformity with the description of the development and with any plans and specifications therefore given to the Board. Failure to complete the exterior of all buildings in the development substantially in conformity with the description thereof and plans and specifications therefore within one (1) year after construction is initiated shall cause the Board to assess a fine of one thousand dollars (\$1,000.00) per month for each month or fraction thereof the specified portion of the development shall remain incomplete. Landscaping and installation of ground lighting shall be completed within ninety (90) days of the first snow-free period after construction of the exterior of any building is completed. The Board and its duly appointed agents may enter upon any property at any reasonable time or times, with prior notice to Owner, to inspect the progress or status of any development being made or which may have been made.

6.7 Failure to Comply. If the Board shall find that any development shall have been undertaken without the approval of the Board in violation of the provisions of this Article, the Association shall have the right to seek immediate injunctive relief to prevent further construction, and to seek further relief whereby the nonconforming development is removed.

If the Board shall find that a Development was not completed in substantial conformity with the description thereof and any plans and specifications therefore as approved by the Board, it shall notify the owner or owners of such noncompliance and require remedy of such noncompliance. If within sixty (60) days from the date of such notification, the owner or owners shall have failed to remedy the noncompliance, the Board shall notify the Association which shall have the right, at its option, to remove the Development or to abate or remedy the noncompliance, in either case at the sole cost and expense of the owner.

6.8 Variances by Board. Subject to paragraph 9.10 herein, the Board may authorize variances from compliance with any of these Covenants set forth in Article 6 herein, (including the time constraints provided herein), when circumstances such as topography, natural obstructions, nature of the developments or hardship may require; provided, however that such variances shall be authorized in conformity with the intent and purposes of the Covenants and provided further that in every instance such variance will not be materially detrimental or injurious to the other portions of the Property protected by this Declaration. Such variances must be evidenced in writing.

ARTICLE VII - DESIGN STANDARDS

7.1 General Standards. The following standards and restrictions are applicable to all development, including construction, remodeling, alteration and exterior refinishing of any and all building improvements and site preparation, alteration or landscaping upon each lot, Duplex or Townhouse. The intent of the Declarant in establishing these Covenants is to create and maintain a residential development with an atmosphere and charm entirely compatible with the setting and natural environment, and to provide every practical and legal means to safeguard and protect the interests of all Owners and the desirability and compatibility of buildings in the Property. In considering development applications, the Board will regard compliance with the foregoing as the primary and foremost design objective.

7.2 Design

(1) Character. No mobile homes or house trailers shall be permitted. Pre-built complete homes or modular components are permitted as long as they conform to this Article VII and have been approved by the Board in writing.

(2) Exterior Materials and Colors. Aluminum, vinyl, plywood, T-111, Masonite and log cabin siding are strictly prohibited, except for soffits, doors, and garage doors.

All exterior materials shall be secured with non-bleeding fasteners and shall be maintained in a manner as to not show signs of aging, fading, bleaching, cupping, or other deterioration.

179471

Window frames, mullions, and casements may be of wood, metal, or plastic, provided that exposed metal is painted, anodized, or otherwise coated so that it is not reflective. Reflective glass is prohibited.

Roofs shall be made of wooden shakes, architectural asphalt shingles (minimum of 325 pounds per square), slate, composite slate, earth tone coated metal, or other materials specifically approved by the Board in its sole discretion. However, three (3) tab asphalt shingles are prohibited. All roofing materials must meet a minimum Class B, fire resistive classification.

All exterior coatings and formulated building materials must be non-reflective and of muted earth tone shades; any shade of white coating and uncoated metal are prohibited. Accent colors other than those specified may be used with restraint. Glossy painted finishes shall not be permitted. Color samples, along with the materials they are to cover, shall be submitted to the Board for approval.

7.3 Building Design.

(1) Not more than one (1) Principal Residence shall be constructed on any lot. A detached garage shall be permitted if of similar design character to the Principal Residence. Car ports and pre-built sheds are prohibited on all lots in the Subdivision. Lots designated as Duplex/Townhouse Lots may be consolidated to permit construction of no more than an equivalent number of town houses or condominiums in the consolidated lots.

(2) The floor area of any Principal Residence on Lots 1-16, 36-39, 44, and 45 per The Ponds Phase I Plat shall be not less than 1,200 square feet of habitable floor space exclusive of basements, garages, and unenclosed porches and decks. The floor area of any duplex on Lots 40-43 per The Ponds Phase I Plat shall be not less than 2,500 square feet of habitable space exclusive of basements, garages, and unenclosed porches and decks; the floor area of Townhouses on these lots shall be one-half (½) of these limits. The floor area of any Principal Residence on all other lots shall be not less than 2000 square feet of habitable space exclusive of basements, garages, and unenclosed porches and decks. Each Principal Residence shall have a minimum of two indoor and two outdoor parking spaces.

(3) The maximum building height of any structure, shall not exceed thirty (30) feet. The Principal Residence may be two stories, however, the second floor perimeter shall not measure more than 66% of the perimeter of the first floor so as to assure varied rooflines and adequate porches, etc., and avoid "Saltbox" type construction. No more than 30 percent (30%) of the total wall length of a multi-level house, excluding the Duplex / Townhouse sites, shall exceed ten (10) feet in height. All heights shall be measured at any cross section of the structure from the approved finished grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space shall be excluded in determining the maximum height.

(4) Roofs shall have a minimum pitch of six (6) feet in twelve (12) feet. Pitches of 4:12 and 5:12 are acceptable for attached shed and secondary roof planes only. All primary roofs shall have a minimum overhang of two (2) feet.

(5) All buildings shall be built on a permanent foundation. Exposed foundations of concrete or masonry construction shall be painted or stained a recessive color and shall not have an exposed surface exceeding a height of twelve (12) inches above finished grade. Foundations exceeding 12 inches in height shall be sheathed in stone or wood.

(6) Solar collectors shall be a minimum of two (2) feet below the roof ridge elevation and a minimum of four (4) feet above the roof eave or fascia elevation and shall be placed so as to avoid causing an objectionable glare to any neighboring residence.

(7) No single exterior plane wall shall exceed thirty (30) feet in length with the exception of a garage door wall that shall not exceed thirty-six (36) feet in length. Wall offsets must be a minimum of four (4) feet or consist of an architectural break approved by the Board.

179471

7.4 Site Design

(1) **Grading.** Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten (10) feet from the perimeter of all buildings, a minimum fall of six (6) inches in ten (10) feet shall be provided for pervious surfaces and one (1) inch in ten (10) feet for impervious surfaces.

Whenever the ground level of areas surrounding a pond does not naturally fall away from the pond surface, a depression not less than four (4) inches deep shall be provided to insure nutrients and other materials applied to lawns will no flow into the pond.

(2) **Landscaping / Clearing / Screening.** Each Owner of Lots 1-16 and Lots 40-45 shall install, as part of its landscaping, at least three (3) "Standard Plant Units", as defined in Appendix B attached hereto and made a part hereof; Each Owner of Lots 36-39 shall install four (4) Standard Plant Units; and Each Owner of all other Lots in the Subdivision shall install five (5) Standard Plant Units. All Owners shall provide for the adequate irrigation, care and maintenance of all landscaping. All trees and shrubs shall be irrigated with an automated, underground dripsystem; lawns shall be irrigated with an automated, underground spray or drip system. Landscaping shall be limited to native grasses, trees, shrubs, and other vegetation suited to the area. Landscaping, including finished grading and seeding of a lawn, must be completed within the first three (3) frost-free months following the date an occupancy permit has been issued; if any owner fails to do so for thirty (30) after being notified of his deficiency by the Association, the Association may install the necessary landscaping at the Owner's expense with a fifty percent (50%) surcharge.

(3) **Fencing.** No boundary fences around the exterior lot lines of any lot shall be permitted. Fences may be constructed within any Lot or Duplex/Townhouse Lot provided that the size, type of construction, and location are approved by the Board.

(4) **Exterior Lighting.** Exterior lighting fixtures shall be downcast ninety (90) degree cut off fixtures. Lights cast upwards towards walls or trees shall not be allowed on any site. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door, or other opening in the building. Exterior lighting, except downcast walkway and driveway lighting not more than three (3) feet above ground, shall not be used for extended periods, shall not be left on overnight, and shall not be used unless the site is occupied. All building plans shall include specifications for both the general interior and specific exterior lighting plans and shall be subject to approval by the Board in its sole discretion.

(5) **Utilities.** Utility lines shall be installed underground.

(6) **Vehicle Parking and Storage.** Owners of each lot, with the exception of Lots 1-16 and Lots 44 and 45 shall provide for automobile storage a minimum of two (2) outdoor and two (2) indoor parking spaces. Owners of Lots 1-16 and Lots 44 and 45 shall provide for a minimum of one (1) outdoor and one (1) indoor parking spaces. Parking spaces, whether interior or exterior, shall have a minimum dimension not less than ten (10) feet wide by twenty (20) feet long and shall be readily accessible by a driveway. All parking spaces and driveways shall be graveled, asphalt, chipsealed, or concrete.

(7) **House Numbers.** All dwelling units must have the City of Victor, Idaho assigned street address displayed on the unit or elsewhere in clear view from the primary road serving the unit so as to facilitate immediate location of units for fire, law enforcement, or other emergencies.

(8) **City of Victor, Idaho Land Use Regulations.** Conformity with any and all applicable land use regulations of the City of Victor, Idaho shall be required, in addition to the requirements of these Covenants. In case of any conflict, the more stringent requirements shall govern.

ARTICLE VIII - RESIDENTIAL AREA USE RESTRICTIONS

179471

8.1 Residential Use. All residential lots shall be used exclusively for residential purposes. Except for those lots specifically identified as "Duplex/Townhouse Lots". Only one (1) Principal Residence shall be constructed on each lot. One (1) duplex or two (2) Townhouses may be constructed on lots designated as Duplex/Townhouse Lots. No more than one (1) family (or three unrelated adults), including its/their transient guests, shall occupy any residence; provided, however, that nothing in these paragraphs shall be deemed to prevent the following:

(1) The leasing of any Principal Residence, from time to time, by the Owner thereof, on a month-to-month or longer basis. The minimum rental period shall be thirty (30) days.

(2) A home office for a professional practice, a studio, or other type of business or professional use which is not advertised and where customers, clients or patients do not visit the site; that does not generate any substantial additional delivery or other traffic within the Subdivision, or otherwise operate in such a manner as to permit such activity to be apparent from any roadway or any other lot, and does not require the employment of labor other than the Owner or occupant.

8.2 Prohibited Structures. No mobile home, house trailer, motor home, recreational vehicle, travel trailer, camper, tent, teepee, yurt, shack, or other temporary or mobile structure shall be used for a residence or habitation except that guests of the Owner may do so for a period of not more than seven (7) days during any 30 day period.

8.3 Principal Residence Constructed First. No accessory structure, building, garage, or shed shall be constructed, placed, or maintained upon any lot until after commencement of construction of the Principal Residence on the same lot.

8.4 Maintenance. Each lot, its yard and landscaped areas, and all improvements thereon shall be maintained in a neat, clean, safe and well maintained condition, free of refuse, garbage, trash and other unsightliness. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No haystacks or hay bales, troughs, unstacked firewood, lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any lot. All firewood must be neatly stacked in such a way as to be substantially screened from view of the other lots. All driveways must be asphalted or chip-sealed or made of concrete.

8.5 Storage of Equipment. All lawn and other equipment, recreational vehicles, golf carts, campers, motor homes, boats, trucks, trailers, snowmobiles, motorcycles, vehicles incapable of movement under their own power or otherwise not in current use, and other possessions shall be kept and stored within the residence, garage or approved storage building on the lot or shall be kept screened by adequate planting or approved fencing so as to conceal them completely from the view of neighboring lots and Common Roads and Pathways.

8.6 Trash. 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 or, if provided, at one or more central trash collection buildings. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials other than compost is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector or the Association.

8.7 Above Ground Tanks. No storage tanks of any kind shall be erected, placed, or permitted upon any lot unless buried or screened from view in a manner specifically approved by the Board in writing.

8.8 Parking and Traffic Control. All Vehicles shall be parked and stored within a garage or upon developed parking areas within a lot. An Owner shall not permit developed parking spaces to be used for purposes other than to park vehicles. The Board shall have full power and authority to regulate the use of roadways by imposing and enforcing speed limits and other restrictions.

179471

8.9 Parking on Roads. Neither Owners nor their contractors shall obstruct Common Roadways. Neither Owners nor their contractors shall place or store anything within the roadways without the prior written consent of the Board or its designee.

8.10 Road Damage. Each Owner is responsible for any damage caused to the Common Roads and Pathways within the Subdivision during the construction of improvements upon such Owner's property by any vehicle or equipment belonging either to an Owner or to any person or entity using the roads within the Subdivision while engaged in any activity benefiting the Owner. Owners shall instruct contractors in their employ to utilize for construction traffic only roadways specified for such traffic by the Board and shall be responsible for determining which roadways are currently appropriate and for insuring conformance. Each Owner shall also be responsible for any damage caused by utility cuts in roads, washouts and run off damage caused by failure to install culverts properly and in a timely manner as may be necessary in connection with the construction of improvements upon or any other uses made by such Owner to his lot or Townhouse.

8.11 Pesticides and Chemicals. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter the ponds except for materials for pond maintenance administered under the direction of the Board.

8.12 Prohibited Activities. Except as permitted above, no commercial, industrial, or other non single-family residential use shall be permitted on any lot.

8.13 Pets and Livestock. No livestock or pets shall be kept or maintained in the Subdivision except as provided herein. Any pets permitted shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring lot or Townhouse owners and so that the presence or activity of any such pets does not harass or endanger wildlife. Not more than two (2) dogs and two (2) cats may be kept in any single family residence, Townhouse or half of a duplex unit; provided, however, that a litter of puppies or kittens born to a dog or cat kept or maintained as specified above may be kept or maintained for a period not to exceed four months, provided that said puppies or kittens are maintained and restrained in accordance with the provisions of these Covenants. No other domestic or wild animals may be kept or maintained. No animals are allowed on site during construction.

8.14 Nuisances, Noxious or Offensive Activities. No nuisance and no noxious, illegal or offensive activity shall be allowed to exist or continue to exist on any lot, nor may anything be permitted on any lot or the Property which creates a disturbance, embarrassment or annoyance to any lot owner in their enjoyment of their lot or any other portions of the Property. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

8.15 Signs. No signs or advertising devices shall be erected or maintained on any lot, except for a sign authorized by the Board which identifies the owner and any signs installed by the Declarant or the Association to identify the Property. "For sale" signs are prohibited, except that Declarant shall be permitted to advertise lots for sale at all times it is engaged in the sale of lots and homes within the subdivision.

8.16 Snowmobiles, Motorcycles and ATV's Prohibited. No ATV, snowmobile, three-wheeler, or other similar recreational vehicle shall be operated on any lot, road, driveway, pathway or any other portion of the Property for any purpose, nor may any motorcycle be operated except on the roadways.

8.17 Wildlife Protection. It is recognized by the Declarant and the purchasers or Owners of any lot or Townhouse within the Property that wildlife species may live near to or wander through portions of the Property during various times of the year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and on the public lands in the vicinity and to minimize the adverse effects of development on wildlife and wildlife habitat in the vicinity:

179471

(1) No hunting or shooting of guns shall be allowed on any lot and no one may harass or injure wildlife.

(2) No feeding of elk, moose, or deer may take place, nor may any Owner place a salt lick or similar attractant upon the Property so as to habituate such animals to an unnatural food source.

(3) Fishing shall be restricted to residents and their guests who must employ only fly rods and artificial lures. All fish caught must be immediately returned to the pond from which they were caught.

8.18 Satellite Dishes. A small (18 inches or less in diameter) satellite dish shall be permitted on any lot or Townhouse, provided that any satellite dish is substantially shielded visually from adjacent lots as much as possible.

8.19 Maintenance of Lots Prior to Development. All Owners, prior to initiating development, shall maintain their lot(s) free of noxious weeds and refuse and shall keep all woody vegetation pruned and all other vegetation rough mown.

ARTICLE IX - GENERAL PROVISIONS

9.1 Lot Splitting; Consolidation.

(1) Two (2) or more contiguous lots within the Subdivision may be combined, provided notice of intention to consolidate such lots is filed with the Board and appropriate instruments are filed with Teton County, Idaho. Such consolidated lots may thereafter be treated as one (1) lot, and such lot may be subjected to these restrictions as a single lot, including for the purposes of voting and levying and collecting the Owner's assessments.

(2) Except for minor boundary adjustments, no lot shall be split, divided or subdivided, unless such lot as split is then consolidated with a contiguous lot, and unless the resulting area to be built upon shall comply with all City of Victor, Idaho requirements.

9.2 Indemnification. The Association shall indemnify and save harmless Declarant, its members, officers, employees, successors and assigns, and the Association and its officers, directors and employees, from and against any and all claims, suits, action, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained on or about the Property or any Building or Development thereon, or any appurtenances thereto or arising out of their existence, construction, installation, alteration, repair, or their operation or maintenance, or out of the providing of any Common Services, as well as from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

Further, the costs to the Association of indemnifying its officers and members of the Board of Directors shall include all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, any recovery, etc.)

9.3 Violations, Enforcement, Liens and Costs. The limitations, restrictions and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant, by the Board, or by any owner of a lot or Townhouse within the Subdivision. Every owner of a lot or Townhouse 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 or Townhouse owner who uses or allows his or her lot or Townhouse to be used or developed or neglected in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarant or other lot or Townhouse owner in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each lot or Townhouse and the improvements thereon to secure the payment of any billing for common services, special assessments, or charges or damages or penalty, or other sums due and payable by any Owner to the

179471

Association under these covenants, which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the rate of eighteen percent (18%). The Board is authorized to record a notice of lien in the Office of the County Clerk; which shall include a description of the property, the name of the owner thereof, and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's Office shall be sent to the Owner by certified mail, and according to those requirements as specified in Idaho Code § 45-810. Any lien may be foreclosed in the manner provided for judicial and non-judicial foreclosures of mortgages by the statutes of the State of Idaho. In addition to the principal amount of the lien plus interest, the Board 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.

9.4 Duration of 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 of any portion thereof, subject to the right of amendment as set forth herein. These Covenants shall be effective upon the date of recordation in the Teton County Clerk's Office. Unless sooner terminated in accordance with the provisions herein, this Declaration and all the Covenants set forth herein shall remain in full force and effect for an initial period of Twenty (20) years from the date of recordation hereof and thereafter for successive periods of Twenty (20) years each.

9.5 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 remainder of these Covenants shall remain in full force and effect.

9.6 Acceptance of Covenants. Every Owner shall be bound by and subject to all of the provisions of these Covenants, and every Owner, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

9.7 Amendment or Revocation. Except as set forth in paragraph 9.10 below, these Covenants may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal and executed by not less than two-thirds (2/3) of the Owners; provided, however, that for so long as Declarant remains the record owner of any lots within the Subdivision, or as record owner of any lots annexed into the Subdivision as provided in Section 9.9, any amendment shall require not less than two-thirds (2/3) vote of the Owners AND the vote of the Declarant.

9.8 Declarant's Development Period.

The Declarant's Development Period shall be defined as a period commencing upon the recording of this instrument and ending upon the earlier of January 1, 2025 or at any other time Declarant voluntarily relinquishes control to the Homeowner's Association. Such relinquishment shall be in writing and signed by Declarant.

No special Declarant rights created or reserved under this section may be transferred except by an instrument, executed by the transferee, evidencing the transfer recorded in the Office of the County Clerk of Teton County, Idaho. Upon transfer of any special Declarant right, the liabilities and rights of the transferor Declarant and the rights, liabilities, and obligations of the transferee Declarant shall be as provided by law. Declarant's ability to transfer its reserved and/or special rights shall be limited to the following circumstances:

(1) Should Declarant determine it necessary to transfer its proceeds and property holdings to another Corporation, Limited Liability Company, Partnership, General Partnership, or Limited Partnership, which shares a mutual and common incorporator, member, partner or shareholder with Declarant.

(2) Should Declarant sell more than Fifty Percent (50%) of the total lots it owns at the time of sale, and which then exist in the Subdivision, to a single individual, partnership, general partnership, limited liability company, or corporation.

179471

(3) Should Declarant voluntarily or involuntarily dissolve, and thereafter disburse its proceeds and property holdings to those persons or entities so entitled.

9.9 Declarant's Reserved Right to Amend and Annex. During Declarant's Development Period, Declarant may, without the consent or concurrence of the Board, the Members, Owners or any other party, (a) amend, modify or revoke this Declaration if reasonably necessary, in the sole discretion of Declarant, to conform to any requirement, law, ordinance, regulation, or policy of any governmental agency, department or body of the United States or the State of Idaho or in order to qualify for financing or insurance for mortgages under VA or FHA or other lending programs, (b) establish, vacate, rezone, and relocate lots, easements, and utility locations, and (c) annex Phases 2, 3, and 4 in The Ponds Master Plan described in Appendix C, the property described in Appendix D, and the three parcels described in Appendix E (Instrument #s 157809, 15781109, 157812) attached into the Association and make such parcels and future lots subject to the terms and conditions of these Declaration of Protective Covenants, Conditions, and Restrictions.

9.10 Amendments Requiring City of Victor, Idaho approval. No amendment which is less restrictive than a comparable provision in City of Victor, Idaho codes shall be effective unless consent thereto is obtained from the City Council of Victor, Idaho.

9.11 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants, Conditions and Restrictions effective the date set forth above.

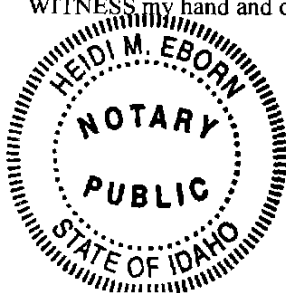
Teton Properties, LLC.
a Wyoming limited liability company
By: *Ed Thulin*
Managing Member

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Ed Thulin, as a Managing Member of and on behalf of Teton Properties, LLC, a Wyoming limited liability company, this 15th day of Aug, 2010.

WITNESS my hand and official seal.

(Seal)



Heidi M. Eborn
Notary Public
residing in Driggs, ID
COMMISSION # 179471 EXP 05/01/2012

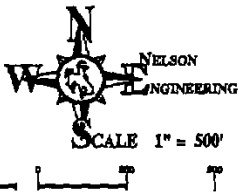
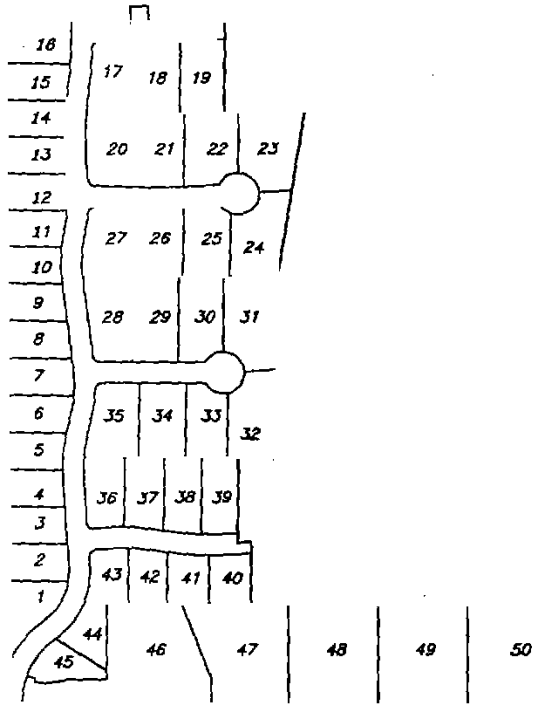
My commission expires:

ATTACHMENTS:

APPENDIX A: THE PONDS PHASE I
APPENDIX B: STANDARD PLANT UNITS
APPENDIX C: THE PONDS MASTER PLAN
APPENDIX D: POSSIBLE SUBSEQUENT ANNEXATIONS
APPENDIX E : ADDITIONAL POSSIBLE ANNEXATION PARCELS

File: ThePondsCC&R's301204-R3

179471



APPENDIX A

THE PONDS PHASE I

166773

DRAWING NO TITLE

JOB NO

**NELSON
ENGINEERING**

P.O. BOX 1588, JACKSON WYOMING (307) 733-2087

DATE	REV.
SURVEYED	NR
DRAWN	
CHECKED	ERN
APPROVED	ERN

179471

APPENDIX B

STANDARD PLANT UNITS

- | | |
|---------------|--|
| Alternative A | 1 3" caliper canopy tree
6 6-8' large shrubs or multistem trees
4 #5 container shrubs |
| Alternative B | 2 3" caliper canopy trees
2 6-8' large shrubs or multistem trees
3 8' high evergreen trees |
| Alternative C | 3 6-8' large shrubs or multistem trees
3 8' high evergreen trees
2 #5 container shrubs |
| Alternative D | 3 8' high evergreen trees
3 6-8' large shrubs or multistem trees
3 #5 container shrubs |

A list of plant materials which have been found suitable for areas like The Ponds is attached.

File: ThePondsCC&R'sAPPENDIXB291204

166773

179471

TREES:

<u>Name/Scientific Name</u>	<u>Origin</u>	<u>Toler- ance</u>	<u>Habitat</u>	<u>Wild- life</u>
Alder (<i>Alnus incana</i>)	N	H		
Austrian Pine (<i>Pinus nigra</i>)	T	M		
Balsam Poplar (<i>Populus balsamifera</i>)	T	H		
Bakeri Spruce (<i>Picea pungens</i> ' <i>glauca bakeri</i> ')	T			
Black Cottonwood (<i>Populus trichocarpa</i>)	N			
Blue Spruce (<i>Picea pungens</i>)	N			
Bolleana Poplar (<i>Populus alba bolleana</i>)	T	M		
Boxelder (<i>Acer negundo</i>)	T	M	M/H	UL
Boxelder Maple (<i>Acer negundo</i>)	T	M	M/H	UL
Canyon Maple (<i>Acer grandidentatum</i>)	N	M		
Colorado Blue Spruce (<i>Picea pungens 'glauca'</i>)	N	H	M	
Cottonwood (<i>Populus angustifolia</i>)				AS
Creeping Mahonia (<i>Mahonia repens</i>)				UL
Douglas Fir (<i>Pseudotsuga menziesii glauca</i>)	N	M	M	
Eastern Red Pine (<i>Pinus resinosa</i>)				AS

166772

LKI

2

179471

TREES (continued):

<u>Name/Scientific Name</u>	<u>Origin</u>	<u>Toler- ance</u>	<u>Habitat</u>	<u>Wild- life</u>
Engelmann Spruce (<i>Picea engelmannii</i>)	N		M/H	
Golden Willow (<i>Salix 'golden'</i>)	T	H		AS
Green Ash (<i>Fraxinus pennsylvanica lanceolata</i>)				AS
Hawthorn (<i>Crataegus spp.</i>)			M	UL
Honey Locust (<i>Gledistia triacanthus</i>)			M	UL/AS
Larch (<i>Larix spp.</i>)			H	UL
Limber Pine (<i>Pinus flexilis</i>)	N		X	UL
Lodgepole Pine (<i>Pinus contorta</i>)	N			
Lodgepole Pine (<i>Pinus contorta latifolia</i>)				UL
Peachleaf Willow (<i>Salix amygdaloides</i>)			M/H	AS
Pinion Pine (<i>Pinus</i>)				UL
Ponderosa Pine (<i>Pinus ponderosa</i>)	T	M	M	AS/UL
Quaking Aspen (<i>Populus tremuloides</i>)	N		M	

166773

LKI

3

179471

TREES (continued):

<u>Name/Scientific Name</u>	<u>Origin</u>	<u>Toler- ance</u>	<u>Habitat</u>	<u>Wild- life</u>
Scotch Pine (<i>Pinus sylvestris</i>)	T	M		
Siberian Elm				AS
Spruce (<i>Picea</i> spp.)			M	

UNDERSTORY AND ORNAMENTAL TREES:

<u>Name/Scientific Name</u>	<u>Origin</u>	<u>Toler- ance</u>	<u>Habitat</u>	<u>Wild- life</u>
Cutleaf Birch (<i>Betula pendula</i> 'Gracilis')	T			
Dolgo Crabapple (<i>Malus</i> 'Dolgo')	T			
European White Birch (<i>Betula alba</i>)	T			
Flowering Crabapple (<i>Malus ranetka</i>)	T	H		
Flowering Crabapple (<i>Malus</i> 'Wein')	T	H		
Hopa Crabapple (<i>Malus</i> 'Hopa')	T			
Larch (<i>Larix</i> spp.)			H	UL
Rocky Mt. Maple (<i>Acer glabrum</i>)	N	H		
Russian Olive (<i>Elaeagnus angustifolia</i>)	T	H		AS/UL
Siberian Crab (<i>Malus baccata</i>)	T	H		

166773

LKI

4

179471

UNDERSTORY AND ORNAMENTAL TREES (continued):

<u>Name/Scientific Name</u>	<u>Origin</u>	<u>Toler- ance</u>	<u>Habitat</u>	<u>Wild- life</u>
Western Red Birch (<i>Betula occidentalis</i> <i>fontinalis</i>)	N			

SHRUBS:

<u>Name/Scientific Name</u>	<u>Origin</u>	<u>Toler- ance</u>	<u>Habitat</u>	<u>Wild- life</u>
American Cranberry Bush (<i>Viburnum trilobum</i>)	T	H		
Alpine Currant (<i>Ribes alpinum</i>)	N	H		
Amur Maple (<i>Acer cinnala</i>)	T	H		
Arrowwood Viburnum (<i>Viburnum dentatum</i>)	T		M/H	
Austrian Copper Rose (<i>Rosa foetida</i> 'bicolor')	T	H		
Bar Harbor Juniper (<i>Juniperus horizontalis</i> 'Bar Harbor')	T	M		
Big Sagebrush (<i>Artemisia schmidtiana</i>)	N			
Black Hawthorne (<i>Crataegus douglasii</i>)	N			
Blue Arctic Willow (<i>Salix purpurea</i> 'nana')	T	H		
Blue Elderberry (<i>Sambucus caerulea</i>)	N	H		
Broadmoor Juniper (<i>Juniperus sabena</i> broadmoor)	T			
Buffaloberry (<i>Shepherdia canadensis</i>)	N	H		UL

LKI

168773

5

179471

SHRUBS (continued):

Name/Scientific Name	Origin	Toler- ance	Habitat	Wild- life
Buffaloberry (Shepherdia argentea)	N	H	M/H	UL
Canada Red Cherry (Prunus virginiana 'shuberts')	T	H		
Caragana				AS
Chokeberry (Prunus virginiana)	N	H		
Cinquefoil (Potentilla fruticosa)	N		M	
Common Chokeberry (Prunus virginiana)	N	H	M	AS
Common Juniper (Juniperus communis)	N	M	M	UL
Common Lilac (Syringa vulgaris)	T	H		
Compacta Juniper (Juniperus chinensis pfitzeriana compacta)	T			
Cotoneaster (Cotoneaster spp.)		H		AS/UL
Creeping Mahonia (Mahonia repens)				UL
Currant				AS
Dwarf Mugo Pine (Pinus mugo pumilio)	T	H		
English Ivy (Hedera helix)				UL
European Cranberry Bush (Viburnum opulus)	T			

169773

LKI

6

179471

SHRUBS (continued):

Name/Scientific Name	Origin	Tolerance	Habitat	Wild-life
Fringed Sage (<i>Artemisia frigida</i>)	T			
Golden Currant (<i>Ribes aureum</i>)	N	H		
Gooseberry (<i>Ribes inerme</i>)	N			
Hansen or Multiflora Rose				AS
Honeysuckle (<i>Lonicera tartarica</i>)	T			AS/UL
Late Lilac (<i>Syringa villosa</i>)	T	H		
Lilac (<i>Syringa</i> spp.)				UL
Mountain Ash (<i>Sorbus scopulina</i>)	N			
Mountain Willow (<i>Salix scouleriana</i>)	N	H		
Mugo Pine (<i>Pinus mugo murgus</i>)	T	H		
Nanking Cherry (<i>Prunus tomentosa</i>)	T	M		AS
Native American Plum (<i>Prunus americana</i>)			X	AS
New Mexico Privet (<i>Forestiera neomexicana</i>)	N			
Oregon Grape (<i>Mahonia aquifolium</i>)	N	M	M	UL
Persian Yellow Rose (<i>Rosa rugosa</i> 'Persian yellow')	T	H		

166773

LKI

7

179471

SHRUBS (continued):

Name/Scientific Name	Origin	Toler- ance	Habitat	Wild- life
Pfitzer Juniper (Juniperus chinensis pfitzeriana)	T			
Purple Sand Cherry (Prunus cistena)	T			
Raspberry (Rubus idaeus var.)	T			UL
Red Elderberry (Sambucus racemosa)	N			
Red Honeysuckle (Lonicera zabelli)	T	H		
Red-Leaf Rose (Rosa rubrifolia)	T	H		
Redosier Dogwood (Cornus stolonifera)	N	M	H	
Rocky Mountain Juniper (Juniperus scopulorum)	N	H		AS
Sandcherry (Prunus bessevi)	T	H		
Serviceberry (Amelanchier alnifolia)	N	H		
Shrubby Cinquefoil (Potentilla fruticosa)				UL
Siberian Peashrub (Caragana arborescens)	T	H		
Silver Buffaloberry (Shepherdia argentea)			M	AS
Silverberry (Elaeagnus commutata)	N		M	UL
Silvermound (Artemisia schmidtiana)	T			
Skunkbush Sumac				AS

160773

LKI

8

179471

SHRUBS (continued):

Name/Scientific Name	Origin	Toler- ance	Habitat	Wild- life
Smoke Tree (Cotinus coccinea)				UL
Snowberry (Symphoricarpos albus)	N		M	AS
Summer Lilac (Buddleia davidii)				UL
Tam Juniper (Juniperus sabina tamariscifolia)	T			
Thimbleberry (Rubus parviflorus)	N			
Western Wintergreen (Gaultheria humifusa)	N			
White Dryad (Drvas hookeriana)				UL
White Spirea (Spirea lucida)				UL
Wiltoni Juniper (Juniperus horizontalis wiltoni)	T			
Woods Rose (Rosa woodsii)	N	H		
Yellow Dryad, Mountain Avens (Drvas drummondii)				UL

166773

LKI

179471

KEY

Origin:

- N = Native
- T = Tolerant Exotic

Tolerance:

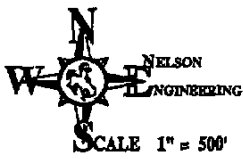
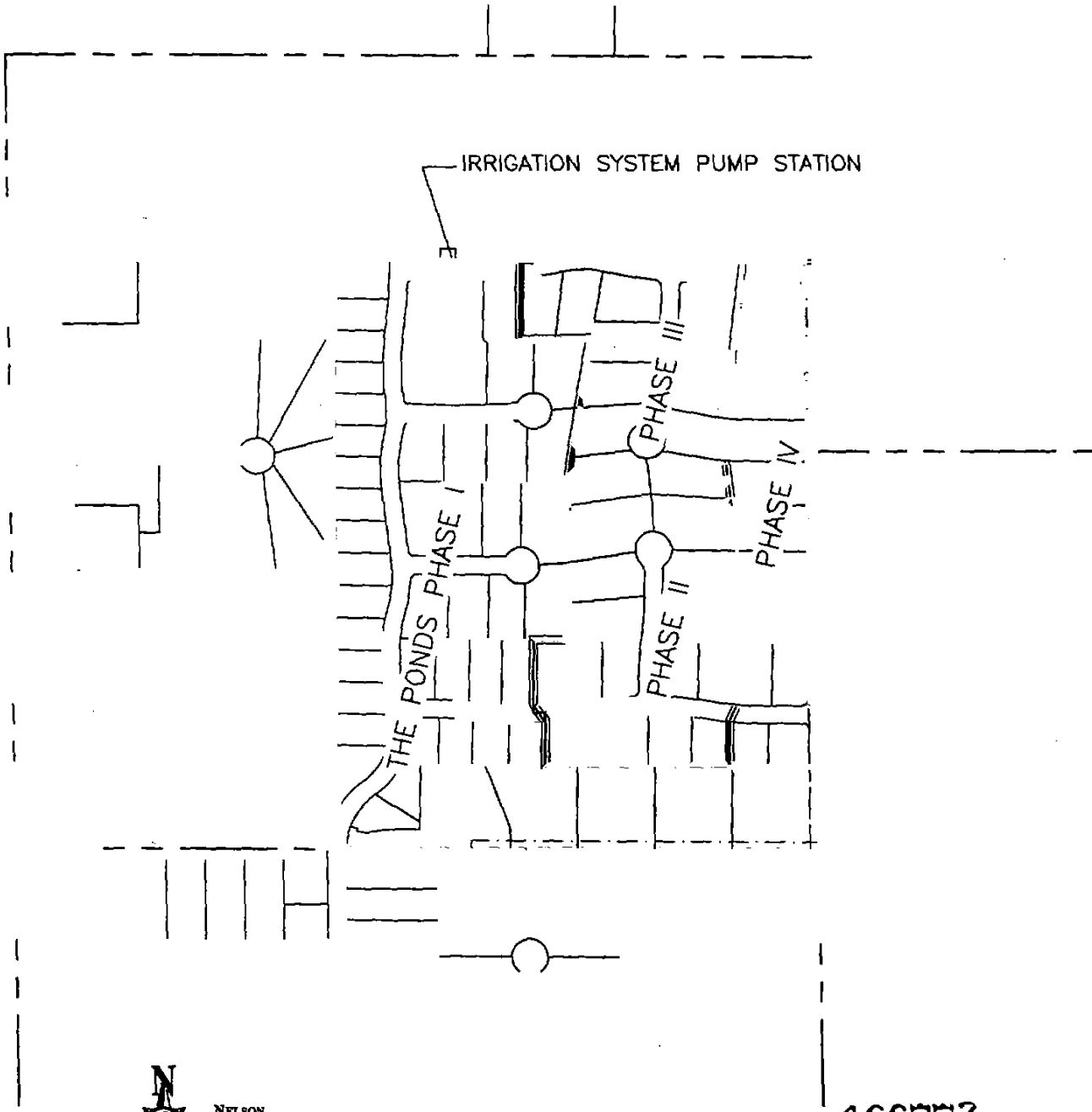
- H = Hardy
- M = Marginal

Habitat (scale):

- X = Xeric (low soil water content)
- X/M
- M = Mesic (moderate soil water content)
- M/H
- H = Hydric (high soil water content)

Wildlife:

- AL = Attractive to large game
- AS = Attractive to small wildlife
- UL = Unattractive to large game
- US = Unattractive to small wildlife



SCALE 1" = 500'



APPENDIX C
THE PONDS MASTER PLAN

166773

DRAWING NO

TITLE

JOB NO

**NELSON
ENGINEERING**

P.O. BOX 1598, JACKSON WYOMING (307) 733-2087

DATE

SURVEYED

DRAWN

CHECKED

APPROVED

BY

BY

BY

BY

179471

PUBLISHED BY THE NATIONAL ARCHITECTURAL ASSOCIATION

EXHIBIT D

Parcel One:

A PART OF THE NE ¼ SECTION 2, TWP. 3N., RNG. 45E, B.M. TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
COMMENCING AT THE NE CORNER OF SAID SECTION 2, THE TRUE POINT OF BEGINNING;
THENCE S 00°15'20"E, 693.63 FEET ALONG THE EASTERN SECTION LINE OF SECTION 2, TO A POINT;
THENCE N 89°45'15"W, 1821.27 FEET TO A POINT;
THENCE N 00°01'47"W, 693.90 FEET TO A POINT ON THE NORTHERN SECTION OF SAID SECTION 2;
THENCE S 89°44'42"E, 1818.54 FEET ALONG THE SECTION LINE TO THE TRUE POINT OF BEGINNING.

CONTAINS 28.98 ACRES MORE OR LESS

SUBJECT TO A 60' COUNTY ROAD AND UTILITY EASEMENT ALONG THE NORTHERN BOUNDARY.

Parcel Two:

A PART OF THE SE ¼ SECTION 35, TWP. 4N., RNG. 45E., B.M. TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:
FROM THE SE CORNER SECTION 35,
THENCE N 89°44'42"W, 66.00 FEET ALONG THE SECTION LINE OF SECTION 35;
TO THE TRUE POINT OF BEGINNING;
THENCE N 89°44'42"W, 584.00 FEET FURTHER ALONG THE SECTION LINE OF SAID SECTION 35, TO A POINT;
THENCE N 00°14'48"E, 174.00 FEET TO A POINT;
THENCE N 89°36'27" W, 406.60 FEET TO A POINT;
THENCE N 00°15'46"E, 1151.04 FEET TO A POINT;
THENCE S 89°47'31"E, 992.02 FEET TO A POINT ON THE EASTERN SECTION LINE OF SAID SECTION 35;
THENCE S 00°19'24"W, 1326.83 FEET ALONG THE SECTION LINE TO THE TRUE POINT OF BEGINNING.

CONTAINS 28.56 ACRES MORE OR LESS

SUBJECT TO A 60' COUNTY ROAD AND UTILITY EASEMENT ALONG THE SOUTHERN BOUNDARY.

1122

160773

179471

C.P.

EXHIBIT D (CONTINUED)

Parcel Three:

A PART OF THE SE ¼ SECTION 35, TWP. 4N., RNG. 45E., B.M. TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:

FROM THE SE CORNER SECTION 35,

THENCE N 89°44'42"W, 1066.00 FEET ALONG THE SECTION LINE OF SECTION 35;

TO THE TRUE POINT OF BEGINNING;

THENCE N 89°44'42"W, 651.05 FEET FURTHER ALONG THE SECTION LINE OF SAID SECTION 35, TO A POINT;

THENCE N 00°13'20"E, 1974.48 FEET TO A POINT;

THENCE S 89°56'40"E, 661.81 FEET TO A POINT;

THENCE S 00°15'46"~~E~~ 1801.80 FEET TO A POINT;

THENCE N 89°36'27"W, 9.40 FEET TO A POINT; ~~ON THE~~ G.P. JKT
THENCE S 00°14'48"W, 175.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 29.94 ACRES MORE OR LESS

SUBJECT TO A 60' COUNTY ROAD AND UTILITY EASEMENT ALONG THE SOUTHERN BOUNDARY.

JKT

G.P.

169773

179471

RECEIVED

OCT 09 2003

TETON CO. ID
CLERK RECORDER

157809

Instrument # 157809

DRIGGS, TETON, IDAHO
2003-10-09 11:45:36 No. of Pages: 2
Recorded for: RUNYAN & WOELK
NOLAN G. BOYLE Fee: 6.00
Ex-Officio Recorder Deputy *P. Buside*
Index to: DEED, WARRANTY

WARRANTY DEED

WARRANTY DEED made this 3 day of October, 2003, between GREGORY PARK PARTNERS, A WYOMING GENERAL PARTNERSHIP of P.O. Box 2871, Jackson, Wyoming 83001, GRANTOR, and TETON PROPERTIES, L.L.C., A WYOMING LIMITED LIABILITY COMPANY of Teton County, Wyoming, referred to as GRANTEE.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantee and its heirs and assigns forever, all of the following described real estate situated in Teton County, Idaho:

A part of the SE ¼ Section 35, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho being further described as:
From the Southeast Corner of Section 35,
thence North 89°44'42"West, 66.00 feet along the Section line of Section 35 to the true point of beginning;
thence North 89°44'42"West, 584.00 feet further along the Section line of said Section 35, to a point;
thence North 00°14'48"East, 174.00 feet to a point;
thence North 89°36'27"West, 406.60 feet to a point;
thence North 00°15'46"East, 1151.04 feet to a point;
thence South 89°47'31"East, 992.02 feet to a point;
thence South 00°19'24"West, 1326.83 feet to the true point of beginning.

Contains 28.56 acres more or less

Subject to a 60' County road and utility easement along the Southern boundary.

TO HAVE AND TO HOLD all of the above-described premises, with their appurtenances unto the Grantee, its heirs and assigns forever. And the said Grantors do hereby consent to and warrant to Grantee, that they are the owners in fee simple of said premises; and that they are free from all encumbrances except: Subject to all existing patents reservations, ordinances, and applicable building codes, laws and regulations.

Grantor has hereunto set his hand on the day and year first above written.

Gregory Park Partners, A Wyoming General Partnership



Walter W. Thulin, General Partner

WARRANTY DEED

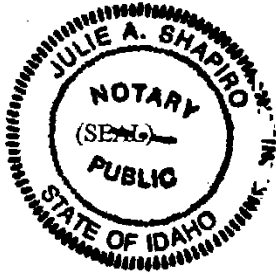
157809

179471

STATE OF IDAHO)
) ss.
County of Teton)

I, Julie A. Shapiro a notary public, do hereby certify that on this 3 day of October 2003, Walter W. Thulin personally appeared before me, who, being by me first duly sworn, declared that he is the general partner of Gregory Park Partners, A Wyoming General Partnership, that he signed the foregoing document as general partner of the general partnership, and that the statements therein contained are true.

WITNESS my hand and official seal.



Julie A. Shapiro
Notary Public for Idaho
Residing at Victor
My Commission expires: 11/23/07

WARRANTY DEED

157809

2

179471

RECEIVED

157811

Instrument # 157811

OCT 09 2003

DRIGGS, TETON, IDAHO
2003-10-09 11:45:38 No. of Pages: 2
Recorded for: RUNYAN & WOELK
NOLAN G. BOYLE Fee: 8.00
Ex-Officio Recorder Deputy *R. B. W. S. D.*
Index to: DEED, WARRANTY

TETON CO., ID
CLERK RECORDER

WARRANTY DEED

WARRANTY DEED made this 3rd day of October, 2003, between GREGORY PARK PARTNERS, A WYOMING GENERAL PARTNERSHIP of P.O. Box 2871, Jackson, Wyoming 83001, GRANTOR, and TETON PROPERTIES, L.L.C., A WYOMING LIMITED LIABILITY COMPANY of Teton County, Wyoming, referred to as GRANTEE.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantee and its heirs and assigns forever, all of the following described real estate situated in Teton County, Idaho:

A part of the SE ¼ Section 35, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:
From the Southeast Corner of Section 35,
thence North 89°44'42"West, 1066.00 feet along the Section line of Section 35 to the true point of beginning;
thence North 89°44'42"West, 651.05 feet further along the Section line of said Section 35 to a point;
thence North 00°13'20"East, 1974.48 feet to a point;
thence South 89°56'40"East, 661.81 feet to a point;
thence South 00°15'46"West, 1801.80 feet to a point;
thence North 89°36'27"West, 9.40 feet to a point;
thence South 00°14'48"West, 175.00 feet to the true point of beginning.

Contains 29.94 acres more or less

Subject to a 60' County road and utility easement along the Southern boundary.

TO HAVE AND TO HOLD all of the above-described premises, with their appurtenances unto the Grantee, its heirs and assigns forever. And the said Grantors do hereby consent to and warrant to Grantee, that they are the owners in fee simple of said premises; and that they are free from all encumbrances except: Subject to all existing patents reservations, ordinances, and applicable building codes, laws and regulations.

Grantor has hereunto set his hand on the day and year first above written.

Gregory Park Partners, A Wyoming General Partnership

W. W. Thulin

Walter W. Thulin, General Partner

WARRANTY DEED

157811

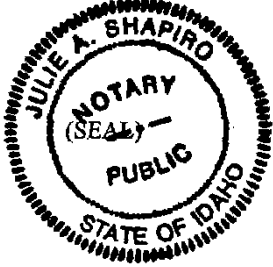
1

179471

STATE OF IDAHO)
) ss.
County of Teton)

I, Julie A. Shapiro, a notary public, do hereby certify that on this 3 day of October 2003, Walter W. Thulin personally appeared before me, who, being by me first duly sworn, declared that he is the general partner of Gregory Park Partners, A Wyoming General Partnership, that he signed the foregoing document as general partner of the general partnership, and that the statements therein contained are true.

WITNESS my hand and official seal.



Julie A. Shapiro
Notary Public for Idaho
Residing at Victor
My Commission expires: 11/23/07

WARRANTY DEED

157811
179471

2

RECEIVED

OCT 09 2003

TETON CO, ID
CLERK RECORDER

157812 Instrument # 157812

DRIGGS, TETON, IDAHO
2003-10-09 11:45:36 No. of Pages: 2
Recorded for: RUNYAN & WOELK
NOLAN G. BOYLE Fee: 8.00
Ex-Officio Recorder Deputy *FBangside*
Index to: DEED, WARRANTY

WARRANTY DEED

WARRANTY DEED made this 3rd day of October, 2003, between GREGORY PARK PARTNERS, A WYOMING GENERAL PARTNERSHIP of P.O. Box 2871, Jackson, Wyoming 83001, GRANTOR, and TETON PROPERTIES, L.L.C., A WYOMING LIMITED LIABILITY COMPANY of Teton County, Wyoming, referred to as GRANTEE.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantee and its heirs and assigns forever, all of the following described real estate situated in Teton County, Idaho:

A part of the NE ¼ Section 2, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:
Commencing at the Northeast Corner of Said Section 2, the true point of beginning;
thence South 00°15'20"East, 693.63 feet along the Eastern Section line of Section 2, to a point;
thence North 89°45'15"West, 1821.27 feet to a point;
thence North 00°01'47"West, 693.90 feet to a point on the Northern Section line of said Section 2;
thence South 89°44'42"East, 1818.54 feet along the Section line to the true point of beginning.

Contains 28.98 acres more or less

Subject to a 60' county road and utility easement along the northern boundary.

TO HAVE AND TO HOLD all of the above-described premises, with their appurtenances unto the Grantee, its heirs and assigns forever. And the said Grantors do hereby consent to and warrant to Grantee, that they are the owners in fee simple of said premises; and that they are free from all encumbrances except: Subject to all existing patents reservations, ordinances, and applicable building codes, laws and regulations.

Grantor has hereunto set his hand on the day and year first above written.

Gregory Park Partners, A Wyoming General Partnership

W. W. Thulin

Walter W. Thulin, General Partner

WARRANTY DEED

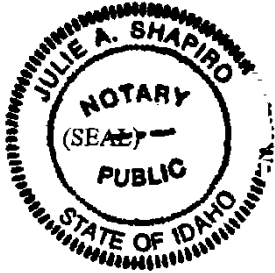
157812

179471

STATE OF IDAHO)
) : ss.
County of Teton)

I, Julie A. Shapiro, a notary public, do hereby certify that on this 3 day of October 2003, Walter W. Thulin personally appeared before me, who, being by me first duly sworn, declared that he is the general partner of Gregory Park Partners, A Wyoming General Partnership, that he signed the foregoing document as general partner of the general partnership, and that the statements therein contained are true.

WITNESS my hand and official seal.



Julie A. Shapiro
Notary Public for Idaho
Residing at Victor
My Commission expires: 11/23/07

WARRANTY DEED

2

157812

179471