

RESTRICTIVE COVENANTS

WHEREAS, L DEAN AND L LYNN PETERSON husband and wife, hereinafter referred to as the "Petersons" are the owners of certain lands situated in a portion of Sections 26 and 35, Township 14 North, Range 22 East, Boise Meridian, Lemhi County, Idaho hereinafter referred to as the "premises", more particularly described as instrument numbers 275389, 275390, 275391, 275392, 275393, 275394, 275395, 275396, 275397, 275398 duly recorded in the Office of the Clerk, Lemhi County, Idaho.

NOTE: Adjacent lands located in the southwest portion of the NW1/4 of the NW1/4 of Section 35, recorded in Custer County as instrument numbers 225450 and 225451, shall hereinafter be referred to as Peterson Retained Lands.

WHEREAS, the Petersons, by and through the within protective covenants do hereby place, for a period of time, certain restrictions, limitations and regulations as to the use of said premises (Parcels 1-10) on all future purchasers, their heirs or assigns acquiring said property from the Petersons.

NOW, THEREFORE, the Petersons do hereby establish, declare, and impose upon the premises the following protective covenants to run with the land (Parcels 1-10) and be binding upon and for the benefit and value of all persons claiming under them, their successors and assigns. These covenants shall be for the purpose of maintaining a uniform and stable value, and are intended to help control use and development of the premises, and to protect any parcel owner's right to enjoy their property free from infringement by any other parcel owner. Unless otherwise specifically excepted, these covenants shall have perpetual existence unless terminated by law or amended as herein provided.

1. USE:

(a) All housing shall be of new construction, traditional design of either log, frame, brick, or stone, on a solid concrete or cement block perimeter foundation and shall be constructed so as to include not less than 1200 sq ft of living space on the foundation level, exclusive of open porches, patios, carports, garages or basements. Roofs shall be no less than a minimum 6/12 pitch. Mobile or manufactured homes (described as structures with a tongue and/or axles, whether attached or removed) are prohibited. Modular housing is permissible so long as the construction standards mentioned above are met and structures have an upgraded siding (not mobile home type vertical siding). All building and construction must conform to state and county building codes. TEMPORARY STRUCTURES: Mobile home type temporary structures may be used only during construction of a residence and must be promptly removed when construction ceases for a period of 3 months or has been completed. All structures shall be maintained in good condition.

2. ACCESS

Access from Furey Lane (county road) is through BLM, over which the Petersons have officially procured a written 30 year Right of Way. Renewal shall be the responsibility of any cooperating parcel owners. Any maintenance shall be the cooperative responsibility of subject

parcel owners and must be done according to the BLM permit, a copy of which each parcel owner has received previous to purchase.

No parcel owner shall in any way block or fence across or cause damage to the 50' wide access easement as shown on the east side of each parcel and the south side of Parcel 10 as indicated on the official plat. Any parcel owner or the owner of Peterson Retained Lands may maintain said 50' wide access easement and its expanded corners thru other parcels to their property by grading or dragging but may not infringe on properties beyond the easement. Any significant upgrades to the 50' easement road bed shall be the subject of a majority vote.

3. WATER AND SEWER

(a) Each property owner is responsible for their own well and septic; these items must be approved, permitted, and constructed according to state, county and local guidelines.

4. TRASH AND GARBAGE/ODORS

(a) Each parcel owner shall keep their property clear of any junk, debris or trash and/or situations which create offensive odors. No accumulation of junk, old vehicles or equipment which gives the appearance of a junk or salvage yard shall be permitted.

(b) Each parcel owner shall maintain all aspects of their property in a neat and orderly fashion so as not to damage the value of neighboring properties.

5. ANIMALS

Anyone keeping animals or pets of any kind shall keep the same properly under control and contained so as to make sure they are not a nuisance to other nearby property owners or residents. Feed lots, fattening or finishing pens for large groups of animals are not permitted. No more than 2 pigs per parcel shall be permitted. Peacocks are not permitted.

6. FENCING

(a) No barb wire fences except on the east and west boundaries and on the north line of Parcel 1 and the south line of Parcel 10 shall be permitted. Parcel owners may also, if they choose, place barb wire fencing along the west side of the 50' access easement shown on the official plat. It is the responsibility of each respective parcel owner to fence his property to prevent unwanted livestock from entering.

7. SETBACKS

No structure shall be erected within 50 feet of lot lines or easements.

8. SUBDIVISION

No further subdivision or dividing of subject parcels shall be allowed.

9. NUISANCE/OFFENSIVE ACTIVITIES

No noxious, offensive or illegal use or activity shall be carried on within these parcels nor anything done or permitted on or in the premises which shall constitute a public nuisance.

No hazardous materials of any type may be used, stored or dispersed on any parcel in violation of any applicable environmental law, rule or regulation.

Any burning will comply with state and local regulations and will not be done in a manner which is offensive to or has potential to harm or damage other parcels.

10. EXCAVATION

No excavation for stone, sand, gravel, earth or minerals on any parcel unless it is necessary for the construction of an improvement on said parcel.

11. IRRIGATION EASEMENTS

Each parcel owner shall honor existing irrigation canal easements and setbacks from said easements.

12. UTILITIES

Installation and maintenance of all utilities are the responsibility of respective subject parcel owners and shall be installed as per state and local guidelines.

13. TERMINATION

These covenants and restrictions governing parcels 1-10 shall self perpetuate. At the end of 10 years from this date of recording these covenants, and each 10 year anniversary thereafter, a majority vote by parcel owners of 80% plus the one concurring vote by the holder of the aforementioned Peterson Retained Lands may change or amend these covenants and restrictions. Any such change or modification to these covenants must be duly recorded with the Office of the Clerk and Recorder of Lemhi County. If no change is made at that time, these covenants and restrictions shall apply for another 10 years in perpetuity. All votes must be in writing; failure of anyone having voting power to respond with a written vote of yes or no within 30 days of receiving official notice shall be deemed to have posted a yes vote. Notification of proposed changes or amendments must follow the same notification guidelines as described in item b, paragraph 14, Enforcement.

14. ADDITIONAL VOTE

Whoever shall hold the aforementioned Peterson Retained Lands shall also have the power of one vote in any matter regarding these covenants just as any one of the 10 subject parcels each has one vote respectively. However, this one additional vote must concur with any majority vote in order to change or amend these covenants and restrictions. Therefore, all actions must have 80% approval of all parcel owners plus the one concurring vote of Peterson Retained Lands. All voting must follow the guidelines listed in paragraph 13, Termination.

15. ENFORCEMENT

(a) In the event of any violation of these covenants, any owner of real property in the premises, or the Petersons, or those holding the Peterson Retained Lands may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages.

(b) Notice of violation shall be in writing and shall be served on the person or entity concerned and shall specify the violation, identify the property, demand compliance with the terms and conditions of these covenants and shall state the action which will be taken if the violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at three conspicuous and obvious places on the property which is the subject of such violation and mailing a copy of the notice by certified mail, return receipt requested, to the last known address or address of record, of the violator. Such notice must further provide for a period of 30 days from the date of posting and mailing of the same, within which compliance can be had with these covenants before any further legal action can be taken to cause a remedy.

(c) Actual costs, expenses and reasonable attorney's fees incurred in connection with the correcting, remedying, abating, preventing or removing any violation of these covenants through legal remedies, shall constitute a claim by any owner initiating such action against the owner of the property which is the subject of such violation. Any parcel owner or the Petersons, or owners of the Peterson Retained Lands may make such a claim and may file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the Office of the Clerk and Recorder, Lemhi County, Idaho. Such lien statement must set forth the names of the claimant, and the owner of record of the property against which the lien is claimed, a description of the property, the amount of the claim and the date of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain of record as a claim against the property until paid in full or foreclosed in the manner otherwise provided by law.

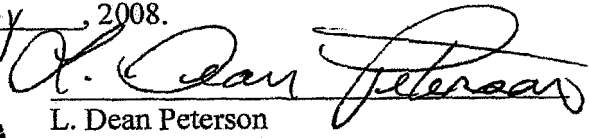
16. NON-WAIVER

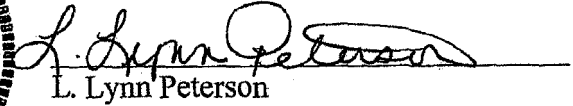
The failure to enforce any provisions herein at any time shall not constitute a waiver of the right thereafter to enforce such provision.

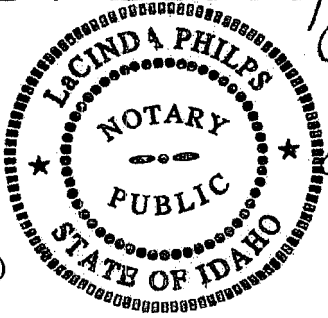
17. SEVERABILITY

A determination of the invalidity of any one or more of the covenants or conditions hereof by judgment, order or decree of a Court shall not affect in any manner the other provisions hereof, which shall remain in full force or effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 12th day of February, 2008.


L. Dean Peterson


L. Lynn Peterson

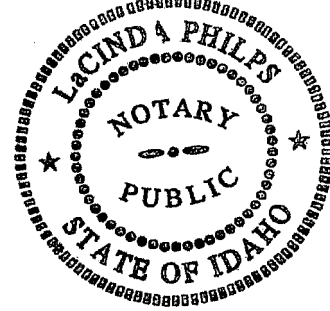


STATE OF IDAHO)
County of Custer

On this 12th day of February 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared L. Dean Peterson and L. Lynn Peterson, known to be to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Lacinda Philips
Challis, ID
Exp: 3-19-13



State of Idaho)
County of Lemhi) SS No. 275388

This instrument was filed for record at the request

Dean Peterson
8:33 o'clock a.m. 2-28 2008

by filed and indexed in the records of Lemhi

Terri J. Morton
Ex-Officio Recorder

Erinica Cardin Deputy
Fee 15.00

Record to _____ 5

**AMENDMENT TO:
RESTRICTIVE COVENANTS
Dated February 12, 2008, duly recorded in the records of Lemhi County
By Dean and Lynn Peterson
As Document Number 275388**

Under the Paragraph “Now, Therefore” on page one, the following is added:

These covenants are not intended to conflict with or supersede any state or county codes.

Under the Provision of USE, Page 1, Paragraph 1:

The following is added:

These covenants are not intended to preclude the temporary use of travel trailers, motor homes or tents for recreational purposes.

The following change shall be made with reference to minimum square footage:

The square foot minimum for a dwelling shall be 1000 sq. ft. of living space on the main foundation level .

Under the Provision of Access. Page 1, Paragraph 2:

Renewal of the 30 year Official Right of Way through BLM shall be the responsibility of all property owners, including the current owners of the Peterson Retained Lands.

Regarding the use of the 50 ft wide easement along the east and south edges of Parcel 10 as shown on the official plat **the following shall be added:**

Use shall be limited to and intended for use only by the owners of Parcel 10, Parcel 9 and those parties actually accessing the Peterson Retained Lands. Parcel 9 may use said easement along Parcel 10 only to access the well (permit number 25622) on Parcel 10 as intent is shown in following paragraph below:

Under the Provision of Water and Sewer, Page 2 Paragraph 3:

The following shall be added:

The old well located on parcel 10 described in a well log and report on file with the Department of Water Resources (IDWR), stamped received September 21, 1961 and bearing the hand written water right number G-29842 and the stamped drilling permit number 25622, may be shared for domestic use only by Parcels 9 & 10 according to Idaho Department of Water Resources. Neither of these numbers is used any longer by IDWR. The Petersons are not aware of and make no assurances as to the quantity or quality of any water which may exist in said well, or of the well itself. It is intended that Parcels 9 or 10 may hook up to the well at any time each being respectively responsible for costs incurred in so doing and each sharing equally in the cost of maintaining the well and any pump placed in it. Parcels 9 & 10 may use the western edge of the 50 ft wide utility and access easement within

Page two to the:

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By L. Dean and L. Lynn Peterson
As Document Number 275388**

which said well is located to place and maintain water and electrical lines to well. Well use for Parcels 9 & 10 may be separately monitored and metered for accurate monthly cost of use sharing. Neither parcel is obligated to hook up to said well and may permanently and properly (without possible contamination) disconnect at any time with no further obligation. Use of this well shall be contingent on approval and guidelines of IDWR. If at any time both Parcels 9 and 10 come under one ownership of the same party, the person or persons owning Parcels 9 and 10 may change the future shared use of the above mentioned well by dedicating it solely to Parcel 9 or 10 respectively. They may do so by stating this in an official document recorded at the Lemhi County Courthouse at the time they own both parcels and previous to selling either or both of these parcels to another party.

Under the Provision of Setbacks, Page 2, Paragraph 7:

The following shall be added:

Setback from the 50ft wide access easement on the south side of Parcel #10 only, shall be no less than 20 ft.

Under the Provision of Utilities, Page 3, Paragraph 12:

The following shall be added:

Any parcel owner connecting to power which has been installed at the expense of another party shall pay their fair and equivalent share to that initial party to compensate up to the point of tie-in and at the time of installation. Later parties tying in shall pay a fair share to all parties involved to the point of tie-in. This shall be determined by and based on the initial cost investment of each successive party. The 2nd party shall pay 1/2 to the 1st party. The 3rd party shall pay 1/3 to each of the 1st 2 parties and so on as each party or parcel owner chooses to connect to power. All primary lines shall be placed along property boundaries creating a 10' utility easement either side of the boundary line and shall run as close as possible to a diversion point leading to power company's suggested location of transformer.

Page three to the:

282174

State of Idaho) SS No. _____
County of Lemhi)
This instrument was filed for record at the request
of L. Dean Peterson
at 11:47 o'clock a m. 2-16 2010
and duly filmed and indexed in the records of Lemhi
County Terri J. Morton
Ex-Officio Recorder
By Erica Carson Deputy
Fee 9.00
Return to _____

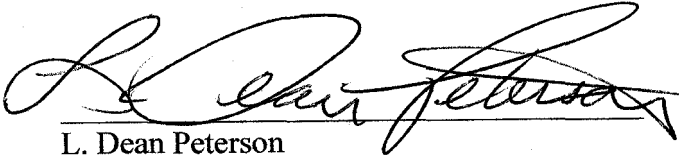
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Dated February 12, 2008, duly recorded in the records of Lemhi County
By Dean and Lynn Peterson
As Document Number 275388**

Under the provision Termination, Page 3, Paragraph 13:

The following shall be amended:


The last sentence of Paragraph 13 shall read: Notification of proposed changes or amendments must follow the same notification guidelines as described in item b, Paragraph 15, Enforcement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this
9th day of February, 2010.


L. Dean Peterson


L. Lynn Peterson

STATE OF IDAHO)
County of Custer


Notary
Challenger ID
Exp 3-19-13

