

FIRST AMENDED DECLARATION OF CONVENANTS,
EASEMENTS, CONDITIONS AND RESTRICTIONS FOR
JAKICH FAMILY ESTATES

THIS DECLARATION is made effective on the 23 day of July, 2008, by LEONARD JAKICH and YVONNE JAKICH, hereinafter referred to as "Declarant." This Declaration replaces the original DECLARATION OF CONVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR JAKICH FAMILY ESTATES, dated May 19, 2008, and recorded as Instrument No. 276233, records of Lemhi County, Idaho.

WHEREAS, Declarant is the owner of certain real property in the County of Lemhi, State of Idaho, entitled JAKICH FAMILY ESTATES, hereinafter referred to as the "Property", more particularly described as follows:

All that certain real property described in Exhibit "A" hereto, which exhibit is incorporated herein by this reference. Said real property consists of four (4) separate lots, described as Lots 1-4, as depicted on the Plat identified in paragraph 1.5 herein.

NOW, THEREFORE, Declarant hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Owner and his respective successors in interest, and may be enforced by Declarant and/or by any Owner or his successors in interest.

276904

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

This instrument was filed for record at the request
of Leonard + Yvonne Jakich
at 2:28 o'clock P.m. 7-23 2008
and duly filmed and indexed in the records of Lemhi
County

Terri J. Morton
Ex-Officio Recorder

By Terica Cardin Deputy
Fee 32.00
Return to _____

ARTICLE I

DEFINITIONS

1.1 “Building Lot or “Lot” shall mean and refer to any parcel of real property shown on the Plat, which is identified as an individual Lot within the Property.

1.2 “Grantor” shall mean and refer to the Declarant.

1.3 “Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of a Lot, including, but not limited to buildings and dwellings.

1.4 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.5 “Plat” shall mean, collectively, that certain Plat, recorded as Instrument No. 276818, records of Lemhi County, Idaho. The Plat and the specifications therein are incorporated and made a part of this Declaration by this reference.

1.6 “Property” shall mean and refer to the real property described on Exhibit “A.”

1.7 “Dwelling” shall mean the one single family dwelling which may be situated upon a Lot.

ARTICLE II

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use. No Lot shall be used at any time for the purpose of conducting any industry, trade, profession, manufacturing or business of any description, provided, however, this provision will not preclude an Owner

from maintaining and operating an in-home occupation from the Owner's Dwelling, such as a computer business, sales or professional business, subject to these conditions:

2.1(a) The business must be carried on entirely within the Improvements upon the Lot and be secondary and incidental to the use of the Improvements for residential purposes.

2.1(b) There must be no external evidence of the conduct of the business, and the business must not require any visitor or client parking.

2.1(c) The business must not employ any nonresident of the Owner's Dwelling on the Lot and must not attract any nonresident customers.

This restriction will not apply to agricultural operations on the Lot.

2.2 Location of Improvements. Improvements shall not be located or permitted within fifty (50) feet of any boundary of the Lot.

2.2(a) Size Limitations. Each Dwelling shall have not less than 1500 square feet of interior floor area, exclusive of open decks, garages, covered carports and porches. No Improvement higher than thirty (30) feet in height shall be permitted.

2.2(b) Roofing. All Improvements shall have a roof finished in wood shake, shingle, tile, asphalt tile or non-reflective painted metal, and specifically excluding non-painted metal non-painted iron material.

2.2(c) Mailboxes. All mailboxes shall be subject to U.S. Postal Services Rules and Regulations.

2.3 Architectural Control. All Improvements shall be constructed in harmony with the Dwelling on each Lot, and shall be finished in a neutral color of harmonious earth tones. All Improvements shall be constructed of new material or suitable used materials such as used bricks or beams, and no old structures shall be moved upon the Property. No mobile, modular or manufactured homes shall be permitted on the Property at any

time. A contractor may provide a temporary structure for office and storage on the Property during active construction, but such structure shall be removed upon completed construction of any Improvements. No structure of a temporary character, including but not limited to trailers, basements, tents, shacks, barns or other structures shall be used on any Lot at any time as a residence, whether temporary or permanent.

2.4 Maintenance: Owners Obligations. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles), shall be thrown, dumped, placed or disposed of or permitted to remain on any Lot, whether vacant or otherwise. The Owner of any Lot shall irrespective of fault, be responsible for the prompt removal of all trash, solid waste, garbage, ashes, refuse, ruins and other remains. Household trash, garbage or other waste shall only be kept, pending its prompt removal, in sanitary containers, properly screened to shield same from public view or view of any other residents in the subdivision. No substance exuding noxious odors shall be thrown, dumped, placed, disposed of or permitted to remain or accumulate on any Lots whether above or below the surface thereof. No noxious, illegal or offensive activity shall be carried out upon any Lot/tract, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare. All exterior lights must be hooded and faced on the Lot so as not to cause annoyance to other Lots. No sound shall be emitted from any Lot that is unreasonably loud or annoying, and no odor shall be emitted on any Lot that is noxious or offensive to others.

2.5 Construction. Construction of any Improvements shall commence and shall be substantially completed within eight (8) months, including but not limited to, completion of the exterior and all painting and staining.

2.6 Quality of Improvements. All Improvements within the Property shall be designed, built and constructed in accordance with any and all applicable building codes, rules, regulations, zoning ordinances, and use restrictions.

2.7 Animals and Pets. No animals, livestock or poultry of any kind shall be kept, raised or bred on any portion of the Property, except:

- 2.7.1 Animals raised for 4-H or school projects.
- 2.7.2 Dogs, not to exceed three (3) dogs per Lot, excluding all hounds and the breeding of dogs for commercial purposes.
- 2.7.3 Cats, not to exceed three (3) cats per Lot.
- 2.7.4 Horses, mules and beef cattle, not to exceed one (1) animal per acre.

If any animal is kept or maintained on a Lot, the Owner thereof must construct and maintain at all times a fence which is adequate to keep said animals on said Lot.

2.8 Sanitation. It is the responsibility of each Owner to install a septic system and leach field, in compliance with applicable laws, codes and regulations.

2.9 Utility Service. All installations upon a Lot for the transmission of utilities, telephone service, the reception of audio or visual signals or electricities, and all pipes and tanks for water, sewer, drainage or other purposes must be installed and maintained below the surface of the ground, unless applicable law requires above ground installation, provided, however, that a single power pole is located on Lot 3, as shown on the Plat. Any fuel, oil or propane tanks must be buried underground unless enclosed by a structure. Declarant shall have no obligation to construct any sewer system or provide connection thereto.

2.10 Weeds. Each Owner must control all noxious weeds, as identified by the Lemhi County Weed Control Officer, on each Owner's Lot.

ARTICLE IIIPROPERTY RIGHTS OF OWNERS

3.1 Utility Easements. Easements for installation, use and maintenance of utilities, roads, irrigation and other support systems are reserved as are visible on the Property, and as shown on the recorded Plat. Within these easements, no Improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, roads, irrigation and other support systems. The easement area of each Lot and all Improvements shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

3.2 Easement of Access to Public Road. Each Owner has a perpetual, non-exclusive easement over Jakich Drive, as designated on the Plat for access to South St. Charles Street; provided, however, that Grantor expressly reserves to itself, its representatives and assigns, a perpetual easement over Jakich Drive on the Plat for access to South St. Charles Street. Said easement reserved by Grantor shall run with the land, and is for the benefit of and appurtenant to that real property, or a portion of such property, in the County of Lemhi, State of Idaho, more particularly described as follows:

That certain real property described in Exhibit "B" hereto, which exhibit is incorporated herein by this reference. The easement established hereby shall be non-exclusive, and Grantor reserves the right to grant other easements, rights-of-way or other privileges in relation to Jakich Drive and the real property described in Exhibit "B."

Expense and maintenance of Jakich Drive will be shared equally by the Owners, unless they agree otherwise.

3.3 License for Pasture. An existing fence on the western boundary of the Property encroaches upon the right-of-way of S. St. Charles Street, as depicted on the Plat. Each Owner has a revocable license to the use of the encroached right-of-way for pasture under the terms of that certain

License Agreement between Lemhi County and Grantor, recorded as Instrument No. 270158, records of Lemhi County, Idaho, which agreement also mandates that an existing ditch located in the right-of-way may be relocated onto the Property by Lemhi County.

3.4 Plat Conditions. All covenants and conditions, restrictions, easements and other matters as depicted on the Plat are hereby incorporated by this reference and notice is hereby given as to the same.

3.5 Partition or Subdivision of Lots. No part of a Lot may be split, partitioned or subdivided. By acceptance of a deed or other instrument of conveyance or assignment covering a Lot, each Owner will be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Lot and this Section may be pleaded as a bar to any such action. Any Owner who institutes or maintains any such action will be liable to the Declarant or any affected Owner, and by taking title to a Lot, agrees to reimburse the Declarant or affected Owners for its costs, expenses and a reasonable attorney's fee in defending such action.

3.6 Irrigation. Water rights appurtenant to the Lots are subject to an adjudication process in the case of In Re the General Adjudication of Right to the Use of Water from the Snake River Basin Water System, Civil Case No. 35976, in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls. All Lots are subject to the rights and rights-of-way, to the extent established and maintained in accordance with Idaho law, of persons who own water rights and ditch rights, for access over and through the property for the use and benefit of such water or ditch rights. Every Owner shall be responsible for ditch maintenance through their Lot.

Each Lot is irrigated with its own sprinkler system (herein a "pod"), with all four Lots receiving irrigation water from a single pump located on Lot 3 near the intersection of Jakich Drive and South St. Charles Street. Irrigation water is delivered from the pump through separate pipes to each pod. The water shall be used for irrigation purposes only, and not for domestic use. Such irrigation water shall be used only during each irrigation season. Each pod shall be owned and maintained in proper condition by each

Owner. The expense of operation, maintenance and replacement of the pump shall be shared equally by the Owners regardless of individual use or non use of the pump, unless the Owners agree otherwise.

3.7 Domestic Water. It is the responsibility of each Owner to locate and supply water for domestic use.

ARTICLE VI

GENERAL PROVISIONS

4.1 Enforcement. The Declarant, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and to be awarded damages for violation of this Declaration. Failure by the Declarant or by any Owner to enforce any restriction, condition or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. When the Declarant or any Owner successfully enforces and prosecutes any violation or threat of violation in court, attorney fees and costs shall be awarded against and from the violator.

4.2 Severability. Invalidation of any one of these restrictions, conditions or covenants by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

4.3 Governing Law. The validity, meaning and effect of the restrictions, conditions or covenants of this Declaration shall be determined in accordance with the laws of the State of Idaho. Venue for all proceedings at law or in equity arising from the provisions of this Declaration shall be Lemhi County, Idaho.

4.4 Interpretation. The terms, restrictions, conditions and covenants hereof are to be read and interpreted consistently and in a manner to protect property values.

4.5 Term and Amendment. The restrictions, conditions and covenants of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said restrictions, conditions and covenants in whole or in part. This Declaration may be amended, restated, replaced, terminated or superseded during the first twenty (20) year period by an instrument signed by Seventy-five percent (75%) of the then Owners of the Lots.

DATED: July 23, 2008.

JAKICH FAMILY ESTATES

Leonard Jakich
Leonard Jakich

Yvonne Jakich
Yvonne Jakich

STATE OF IDAHO)
) SS
County of Lemhi)

On this 23 day of July, 2008, before me, a Notary Public in and for said State, personally appeared LEONARD JAKICH and YVONNE JAKICH, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Sue Dickens
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: ~~9/8/2010~~ 6-8-2010

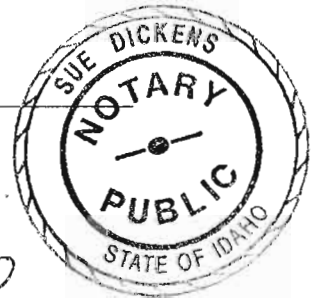


EXHIBIT "A"

A parcel of land located in the NE1/4 of Section 18, T. 21 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more, particularly described as follows:

Commencing at the S1/4 Corner of said Section 18, from which the N1/4 Corner of said section bears N 00°02'45"E a distance of 5285.59 ft., the Basis Of Bearing of this description, run thence N 00°02'45"E along the centerline of South Saint Charles Street and the westerly boundary of the E1/2 of said section a distance of 2642.80 ft to the SW Corner of the SW1/4NE1/4 of said section;

Thence S 89°46'11"E along the southerly boundary of said SW1/4NE1/4 a distance of 25.00 ft. to a point on the easterly right-of-way of said street and the POINT OF BEGINNING;

Thence N 00°02'45"E along said right-of-way a distance of 904.87 ft. to a point on the centerline of an existing irrigation ditch;

Thence the following courses and distances along said ditch centerline:

N 38°53'23"E	42.10 ft.;	N 18°38'41"E	27.94 ft.;
N 52°42'16"E	16.93 ft.;	N 86°17'16"E	96.65 ft.;
N 83°08'38"E	59.27 ft.;	N 76°05'54"E	154.57 ft.;
N 88°43'53"E	30.49 ft.;	S 47°41'58"E	225.54 ft.;
S 36°02'21"E	143.59 ft. to a point on the easterly boundary of the		

W1/2SW1/4NE1/4 of said section;

Thence S 00°02'07"W along said boundary a distance of 99.00 ft.;

Thence S 35°32'18"E a distance of 50.20 ft.;

Thence S 23°31'06"W a distance of 146.36 ft.;

Thence S 00°02'45"W a distance of 486.00 ft. to a point on the southerly boundary of the NE1/4 of said section;

Thence N 89°46'11"W along said boundary a distance of 607.00 ft. to the POINT OF BEGINNING.

PARCEL CONTAINS 13.66 ACRES.

EXHIBIT "B"

A parcel of land located in the NE1/4 of Section 18, T. 21 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more, particularly described as follows:

Commencing at the S1/4 Corner of said Section 18, from which the N1/4 Corner of said section bears N 00°02'45"E a distance of 5285.59 ft., the Basis Of Bearing of this description, run thence N 00°02'45"E along the centerline of South Saint Charles Street and the westerly boundary of the E1/2 of said section a distance of 2642.80 ft to the SW Corner of the SW1/4NE1/4 of said section;

Thence S 89°46'11"E along the southerly boundary of said SW1/4NE1/4 a distance of 632.00 ft. to the SE Corner of the Jakich Family Estates Subdivision and the POINT OF BEGINNING;

Thence the following courses and distances along the easterly boundary of said subdivision;

N 00°02'45"E 486.00 ft.; N 23°31'06"E 146.36 ft.;

N 35°32'18"W 50.20 ft. to a point on the easterly boundary of the

W1/2SW1/4NE1/4; N 00°02'07"E along said boundary a distance of

6.27 ft. to a point on an existing fence;

Thence S 89°21'19"E along said fence a distance of 661.12 ft. to a point on the easterly boundary of the SW1/4NE1/4 of said section;

Thence S 00°01'28"W along said boundary a distance of 662.66 ft. to the SE Corner of the SE1/4SW1/4NE1/4;

Thence N 89°46'11"W along the southerly boundary of said NE1/4 a distance of 690.42 ft. to the POINT OF BEGINNING.

PARCEL CONTAINS 10.41 ACRES.