

JOINT USE AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD

This Agreement is entered into by and between Ronald T. Crossley, Maxine B. Crossley, owners of Tracts of land described in the Property Survey for Ron Crossley (part of the S.1/2 N.E., 1/4 SEC. 34, T. 4. N., R. 38 E., B.M. Jefferson County, Idaho as surveyed by Mountain River Engineering (Job No. 4418) and recorded in Jefferson County Court House and owners/purchasers of Tracts of land as described on the survey/drawing..

It is necessary for the parties hereto to enter into an agreement for maintenance and repair of the roadway, as exhibited on above mentioned survey/drawing as follows:

1. That each party hereto shall contribute equally, according to each Tract owned, to the maintenance and repair of above described roadway.
2. That above described roadway will be constructed to be passable year around and that no party hereto is authorized to or shall expect any other party to contribute to improvement by placing gravel or asphalt on the roadway without prior written agreement of all other parties.
3. The parties hereto agree to use said roadway for normal ingress and egress and utilities purposes relating to the property they own adjacent. Any party making use of the roadway in such a manner or such equipment that does significant damage, shall be responsible for repairing such damage at their expense.
4. The parties hereto agree to share equally to the expenses of drainage ditches, conduits, tiles or culverts required by Jefferson County Engineer or other public authority in order to assure sale and passable condition of roadway for indicated Tracts of land.
5. This agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

Dated this 10th day of October, 1997.

Ronald T. Crossley
Ronald T. Crossley

Maxine B. Crossley
Maxine B. Crossley

D. Alan Wagoner
D. Alan Wagoner

Cheryl A. Wagoner
Cheryl A. Wagoner

Dillon
Estates

0020

0711

RP04N38E340711
CARDWELL MICHAEL

0667

RP04N38E340667
RICE DARREN J L

Campbell's
Place

0010

RP002640010010
CAMPBELL RONALD W

77 N 3700 E ▲

0581

3411

Section 35

3761

4201 RP04N38E354201
RIGBY 191 LLC

RP04N38E341962
HULSE RAYMOND PAUL

1962

0575

RP04N38E340575
LDS CHURCH TAX ADMIN

71 N 3700 E ▲

E 68° N 467

3679 E 68 N

RP04N38E341917
COLEMAN ARLO

1917

67 N 3700 E ▲

RP04N38E341450
KNIGHTON PHILLIP

1450

3660 E 68 N

RP04N38E341300
CLARK GARY

1300

3670 E 68 N

2071

RP04N38E342071
KULP ERIC B, U/A. T

67 N 3685 E

Section 34

ESZ: 87

N 3685 E 240

Rigby
83442

RP04N38E342131
WAGONER D ALAN

2131

59 N 3685 E

RP04N38E341931
YARDLEY DANIEL D

1931

63 N 3700 E ▲

1950

61 N 3700 E ▲

2256

59 N 3700 E ▲

2296

RP04N38E342296
CROSSLEY DOYLE

57 N 3700 E ▲

2336

RP04N38E342326
ATWOOD TRUMAN D

2326

E 55° N 437

RP04N38E342360
TANNER KATHY

2360

51 N 3700 E ▲

1750

RP04N38E341750
TURNER STEVEN

57 N 3685 E

2231

RP04N38E342231
NELSON CANNON BUCK

3684 E 55 N

RP04N38E342371
DOUGHERTY JANICE K

2371

3688 E 55 N

49 N 3700 E ▲

7201

RP04N38E347201
GROOM BARBARA

RP04N38E347225
GROOM BARBARA

7225

RP04N38E355560
MCMULLIN DIANE

5600

287682

RE-RECORDED TO ADD NOTARY

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned, Ronald T. Crossley and Maxine B. Crossley, are the owners of all of a certain parcel of real property situated in Jefferson County, Idaho, and described as follows, to-wit:

Tract 1, 2, 3A and 3B of Property Survey for Ron Crossley (part of the S.1/2 N.E. 1/4 SEC. 34, T.4.N., R.38 E., B.M. JEFFERSON COUNTY, IDAHO as surveyed by Mountain River Engineering (Job No. 4418) and recorded in Jefferson County records.

Whereas, the undersigned intends to divide said property into smaller building sites, hereinafter referred to and mentioned as "Tracts", and desire, as part of a general building plan for the benefit and protection of the owners of the Tracts within said area, to provide for certain use restrictions which shall govern and control the use and enjoyment of the Tracts within said described property.

Now, therefore, the undersigned, does hereby certify and declare that all or any portion of the above described Tracts shall, upon conveyance thereof by the undersigned, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns, subject to the following restrictions:

1. Land Use and Building Types:

No Tract shall be subdivided to a piece of property of less than five acres. No single wide mobile homes shall be permitted. Double wide mobile homes are permitted if placed on a permanent foundation. No buildings shall exceed two stories in height. Out buildings are permitted.

2. Nuisances:

No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Satellite dishes are permitted.

3. Temporary Structure:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used at any time as a residence except during construction of a permanent dwelling and then for a period of no longer than six months when the temporary structure must be removed.

4. Garbage and Refuse Disposal:

No rubbish, trash, garbage or other wastes shall be dumped on any Tract. All such wastes shall be kept in clean, sanitary containers. No junk cars or trucks can be stored on property at any time.

288090

7 Nov 200-ember -97
230 J. C. C. P. M.
CONNIE M. KELLER
Jefferson Co. Recorder
Fee \$ 12.00 SK Deput
Re-recorded at Request of
Ronald T. Crossley

5. Control Committee:

The Control Committee is composed of owners of the Tracts. After all Tracts have been sold by the grantor, the record of owners of a majority of the Tracts shall have the power to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

6. Compliance:

Any questions or disputes as to whether a particular Tract is being used within these restrictions shall be submitted to the Control Committee. The Committee shall make this determination within 30 days. Its determination shall be final and binding upon the owners of said Tracts. The Committee's approval or disapproval, required in this declaration, shall be in writing.

7. General Provision:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of these covenants are recorded in the Jefferson County Courthouse after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed by the majority of the then owners of the Tracts has recorded, agreeing to change of said covenants in whole or part.

8. Enforcement:

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, by such person or persons claiming such violation, either to restrain violation or to recover damages; and the Control Committee has no responsibility for such enforcement as such covenants are running with the land and shall be enforced as set out herein.

9. Severability:

Invalidation of any one of these covenants by judgement of court order shall be in no way effective on any of the other provisions which shall remain in full force and effect.

Dated this 10th day of October, 1997

Ronald T. Crossley
Ronald T. Crossley, Owner

D. Alan Wagoner
D. Alan Wagoner, Owner Tract 3A

Maxine B. Crossley
Maxine B. Crossley, Owner

Cheryl A. Wagoner
Cheryl A. Wagoner, Owner Tract 3A

287682

Microfilm No	287682		
10 th Day	October	1997	
At	2:31	P.M.	
CONNIE M. KELLER			
Jefferson Co. Recorder			
Fee \$	6.00	3K	Deputy
Reordered at Request of			
<u>Ronald Crossley</u>			

To Whom It May Concern;

We are writing this letter to inform you that we are in agreement with the action that Ron Crossley is taking to have the said property rezoned to agri/res. We agree with the covenants and the road maintenance ordinances that Ron Crossley is providing. We are the recorded owners of lots 3A and 3B.

Dated Wednesday, October 08, 1997

Cheryl A. Wagoner
D. Alan Wagoner

STATE OF IDAHO _____)
S.S.
COUNTY OF JEFFERSON _____)

ON THIS 7TH DAY OF NOVEMBER, 1997, BEFORE ME DeAnn Madsen, PERSONALLY APPEARED Ronald T. Crossley, Maxine B. Crossley, D Alan Wagoner & Cheryl A. Wagoner, identified to me, to be the persons whose name is subscribed to the within instrument, and scknowledged that they executed the same.

Ronald T. Crossley

Ronald T. Crossley

Maxine B Crossley

Maxine B. Crossley

D. Alan Wagoner

D. Alan Wagoner

Cheryl A. Wagoner

Cheryl A. Wagoner



DeAnn Madsen

NOTARY PUBLIC
RESIDING AT: LEWISVILLE, ID
MY COMMISSION EXPIRES: 8/22/2002