



# ALLIANCE

TITLE & ESCROW

*Yes, it matters where you close.*

## **Plat Maps and/or CC&Rs**

A complete list of our locations and contact information can be found at:

**[www.alliancetitle.com](http://www.alliancetitle.com)**



AMENDMENT TO PROTECTIVE COVENANTS OF TWIN RIVERS RANCH DIVISION  
NO. 1 PROTECTIVE COVENANTS

A meeting was held of the Twin Rivers Ranch Division No. 1, Fremont County, Idaho Homeowners, August 12, 2006 at the Ashton Opera House in Ashton, Idaho pursuant to notice. There were over 51% of the property owners of lots in Twin Rivers Ranch Division No. 1, Fremont County, Idaho present.

Following discussion and unanimous consent of the property owners, the following amendment was made to ARTICLE II, Section 12 to read as follows:

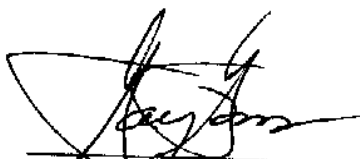
12. NOXIOUS WEEDS. Lot owners are responsible to control all noxious weeds on the lots they own. Goats may be harbored temporarily by the property owners on their property for control of the weed commonly known as "Leafy Spurge". The number of goats harbored temporarily by property owners on their property for control of the weed commonly known as "Leafy Spurge" shall not count against the number of animals which may be kept on a lot. No male goats which have not been neutered shall be allowed on any property in the Twin Rivers Ranch Division No. 1 property for any purpose.

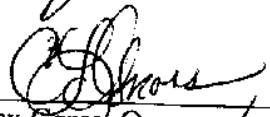
Following further discussion and unanimous consent of the property owners, the following amendment was made to ARTICLE II, Section 28 to read as follows:


28. LIVESTOCK. Horses, llamas, mules and cattle, are allowed but are limited to no more in the aggregate than one per acre or five per lot, whichever is the lesser. No other livestock animals are permitted including donkeys, sheep, goats (except as provided in Article II, Section 12), pigs or fowls of any kind shall be kept on any lot, tract, or parcel of property in the subdivision.

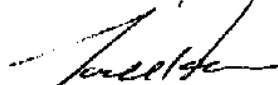
There shall be no storing of riding or pack animals for guides or outfitters. No animal shall be permitted on any lot unless such animal is under the direct control of the owner or is confined to such lot by a barn, corral, fence, hobbles, tether, leash, training or similar restraint or confinement so as not to trespass on any other lot. The owner of any lot from which such animal trespasses to any other lot shall be strictly liable for any damages caused thereby. No domestic animals shall be maintained upon any lot other than that of the lot owner.

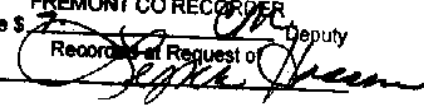
The undersigned, being the owners of over 51% of the lots in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the above Amendment to Protective covenants and consent to be bound thereby.

  
\_\_\_\_\_  
Gary Gross, Owner

  
\_\_\_\_\_  
Cathy Gross, Owner

DECLARANT  
TWIN RIVERS LAND, LLC  
  
\_\_\_\_\_  
By: Gary Wight, Member

  
\_\_\_\_\_  
Todd Hossner, Owner

Microfilm No. 507177  
11 Day Dec 20 06  
At 11:00 O'Clock AM  
ABBIE MACE  
FREMONT CO RECORDER  
Fee \$ \_\_\_\_\_ Deputy  
Recorded at Request of 







Microfilm No. 563392  
12 Day May 20 17  
At 10:10 O'Clock A M  
ABBIE MACE  
FREMONT CO RECORDER  
Fee \$ 13.- Deputy  
Recorded at Request of  
Lynn Hesser

**FIRST AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

**FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;**

**FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. One and consent to be bound thereby, the amendments and additions being as follows:**

**I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:**

**LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.**

**No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.**

**No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.**

**The undersigned, being the owner(s) of Twin Rivers Ranch, LLC Lot 4 of Block 3, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the**





562518

Microfilm No. 5th Day March 20 13  
At 10:57 O'Clock AM  
ABBIE MACE  
FREMONT CO RECORDER  
Fee \$13.00 Deputy  
Recorded at Request of  
Lynn Bossner

FIRST AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. One and consent to be bound thereby, the amendments and additions being as follows:

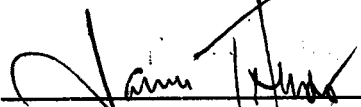
I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

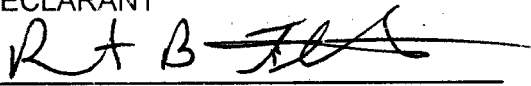
LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATVs, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

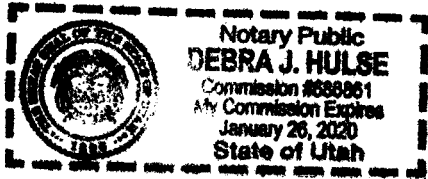
The undersigned, being the owner of Twin Rivers Ranch, LLC Lot 1 in Block 3, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

  
\_\_\_\_\_  
Jamie Titensor  
222 E 750 N  
Bountiful, Utah 84010

DECLARANT  
  
\_\_\_\_\_  
Robert B. Titensor  
222 E 750 N  
Bountiful, Utah 84010

STATE OF UTAH                    )  
  ) ss.  
County of                            )

On this 20<sup>th</sup> day of February in the year 2017, before me a notary public for the State of Utah, personally appeared Robert B. Titensor and Jamie Titensor, known or identified to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



A handwritten signature in black ink, appearing to read "Debra J. Hulse", written over a horizontal line.

Notary Public for the State of Utah  
Residing at: Salt Lake  
Commission Expires: 1-26-2020



Microfilm No. **562406**  
28 Day Feb 2017  
At 2:03 O'Clock P M  
ABBIE MACE  
FREMONT CO RECORDER  
Fee \$ 79.00 Deputy  
Recorded at Request of  
Lynn Fessner

AFFIRMATION OF A MAJORITY OF THE LOTS AFFIRMING  
SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

IT IS HEREBY CERTIFIED that attached hereto are signatures of the undersigned, owners of thirty-three lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, those being a majority of the lots in Twin Rivers Ranch Division No. 1, Fremont County, Idaho, wherein the lot owners have expressed their ratification and approval of the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consent to be bound thereby, the amendments and additions being as follows:


I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

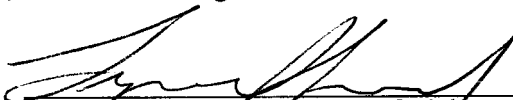
No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

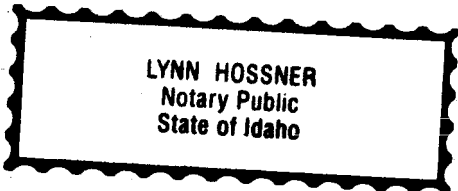
DECLARANT

  
\_\_\_\_\_  
Gary Wight  
5990 Gleneagles Drive  
Idaho Falls, ID 83401

STATE OF IDAHO            )  
                                  ) ss.  
County of Fremont        )

On this 27th day of February in the year 2017, before me a notary public for the State of Idaho, personally appeared Gary Wight, known or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Ashton, Idaho  
Commission Expires: 05/03/22



**SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

**LAND USE AND BUILDING.** No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

The undersigned, being the owner of Twin Rivers Ranch, LLC Lot 22 in Block 1; Tax 6073 of Lot 12 in Block 3, Sections 11-12-14 T. 9N. Range 43 E.,B.M ; Tax 6068 of Lot 12 in Block 3, Sections 11-12-14 T. 9N. Range 43 E.,B.M, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

**RICHARD AND BETTY MAY TRUST**

*Richard & Betty May Trust Betty May*  
 By: Betty May  
 31276 Stone Canyon Drive, No. 104  
 Evergreen, Colo. 80439-9696

Betty May  
 31276 Stone Canyon Drive, No. 104  
 Evergreen, Colo. 80439-9696

MAYFLOWER LANDING, LLC

Betty Meyer, Member  
By: Betty Meyer, Member

STATE OF COLORADO )  
 ) ss.  
County of Jefferson )

On this 21 day of February in the year 2017, before me a notary public for the State of Colorado, personally appeared Betty Meyer, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

KEITH VOGEL  
Notary Public  
State of Colorado  
Notary ID 19954006039  
My Commission Expires May 23, 2020

Keith Vogel  
Notary Public for the State of Colorado  
Residing at: 1254 Bergen Park, Evergreen Co 80439  
Commission Expires: 5-23-20

STATE OF COLORADO )  
 ) ss.  
County of Jefferson )

On this 21 day of February 2017, before me, a Notary Public in and for said state, personally appeared Betty May known or identified to me and known or identified to me to be the Trustee of the Richard and Betty May Trust, the person and the trust that executed the instrument or the person who executed the instrument on behalf of said Richard and Betty May Trust and acknowledged to me that such Richard and Betty Trust executed the same.

KEITH VOGEL  
Notary Public  
State of Colorado  
Notary ID 19954006039  
My Commission Expires May 23, 2020

Keith Vogel  
Notary Public for Colorado  
Residing at: 1254 Bergen Park, Evergreen Co 80439  
Comm. Expires: 5-23-20

**FIRST AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. One and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

**LAND USE AND BUILDING.** No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

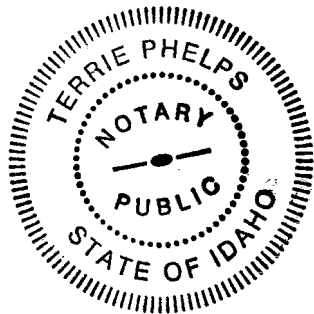
The undersigned, being the owner of Twin Rivers Ranch, LLC, Tax 6125 of Lot 1 in Block 2, Sections 11-12-14 T. 9N. Range 43 E.,B.M ; Tax 6126 of Lot 1 in Block 2, Sections 11-12-14 T. 9N. Range 43 E.,B.M, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

DECLARANT

*Sharon E. Schindler*  
Sharon E. Schindler  
12540 West Macumbo Street  
Boise, Idaho 83709-5169

STATE OF IDAHO     )  
                              ) ss.  
County of Fremont    )

On this 21<sup>st</sup> day of February in the year 2017, before me a notary public for the State of Idaho, personally appeared Sharon E. Schindler known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



*Terrie Phelps*  
Notary Public for the State of Idaho  
Residing at: Ashton, Idaho  
Commission Expires: 11/14/17

**FIRST AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. One and consent to be bound thereby, the amendments and additions being as follows:


I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

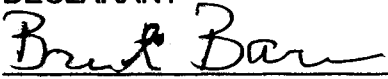
**LAND USE AND BUILDING.** No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

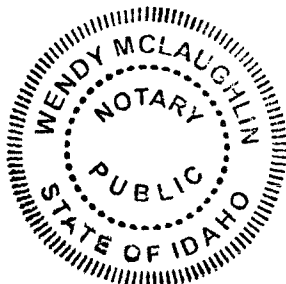
The undersigned, being the owner of Twin Rivers Ranch, LLC Lot 7 in Block 3, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

  
\_\_\_\_\_  
Jan Barrus  
PO Box 51  
Sugar City, Idaho 83448

DECLARANT  
  
\_\_\_\_\_  
Brent Barrus  
PO Box 51  
Sugar City, Idaho 83448

STATE OF IDAHO    )  
                          ) ss.  
County of Madison    )

On this 16<sup>th</sup> day of February in the year 2017, before me a notary public for the State of Idaho, personally appeared Brent Barrus and Jan Barrus, known or identified to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Wendy  
Notary Public for the State of Idaho  
Residing at: Fremont  
Commission Expires: 6-5-2020

**SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

**LAND USE AND BUILDING.** No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

The undersigned, being the owner of Twin Rivers Ranch, LLC Lot 4 and Lot 7 in Block 4; Lot 11 in Block 1, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.



**SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

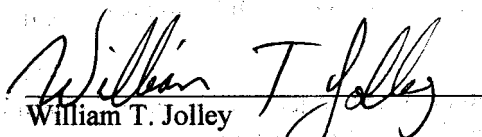
**LAND USE AND BUILDING.** No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

The undersigned, being the owner of Twin Rivers Ranch, LLC Lot 3 in Block 2; Lot 11 in Block 3, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

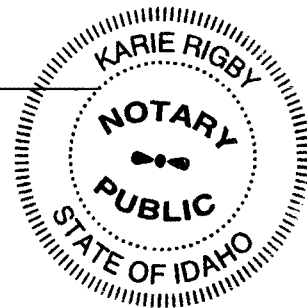
DECLARANT

  
 William T. Jolley  
 1655 Whisper Ridge Road  
 Ashton, Idaho 83420

STATE OF IDAHO                    )  
  ) ss.  
County of Fremont                )

On this 17 day of February in the year 2017, before me a notary public for the State of Idaho, personally appeared William T. Jolley known or identified to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Karie Rigby  
Notary Public for the State of Idaho  
Residing at: Ashton  
Commission Expires: 1/18/19



**SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

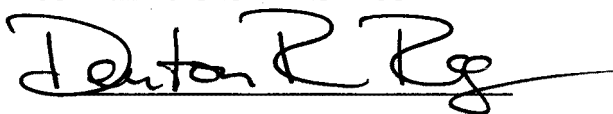
**LAND USE AND BUILDING.** No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

The undersigned, being the owner of Twin Rivers Ranch, LLC Lot 3 in Block 1, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

DENTON REX AND KATHRYN G. ROGERS TRUST REED J. SAUNDERS TRUST



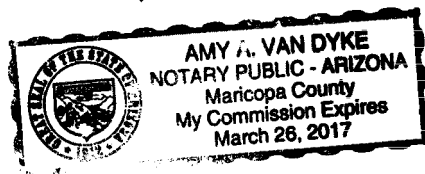
Denton Rex Rogers, Trustee  
1152 S Porter Court  
Gilbert, Arizona 85296-8300

STATE OF ARIZONA )  
County of ) *Maricopa* ) ss.

On this 14<sup>th</sup> day of February 2017, before me, a Notary Public in and for said state, personally appeared Denton Rex Rogers known or identified to me and known or identified to me to be the Trustee of the Denton Rex and Kathryn G. Rogers Trust and Trustee of the Reed J. Saunders Trust, the person and the trust that executed the instrument or the person who executed the instrument on behalf of said Denton Rex and Kathryn G. Rogers Trust and the Reed J. Saunders Trust, and acknowledged to me that such Denton Rex and Kathryn G. Rogers Trust and Reed J. Saunders Trust executed the same.

Residing at: *Mesa, Az*

*Amy A. Van Dyke*  
\_\_\_\_\_  
Notary Public for Arizona  
Comm. Expires: *March 26, 2017*



FIRST AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. One and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:


LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

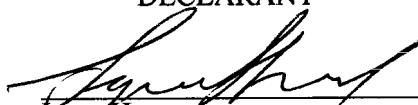
The undersigned, being the owner of Twin Rivers Ranch, LLC, Lot 8 in Block 1 Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

DECLARANT



Todd Hossner

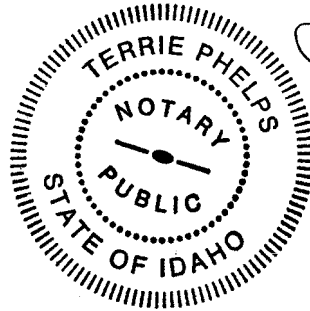
DECLARANT



Lynn Hossner  
109 N Second West  
St. Anthony, Idaho 83445

STATE OF IDAHO     )  
                          ) ss.  
County of Fremont    )

On this 13 day of February in the year 2017, before me a notary public for the State of Idaho, personally appeared Lynn Hossner and Todd Hossner, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



*Terrie Phelps*  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Ashton, Idaho  
Commission Expires: 11/14/07

SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

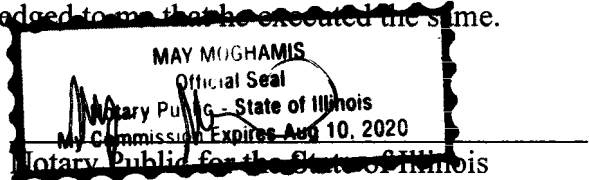
The undersigned, being the owner of Twin Rivers Ranch, LLC Lot 6 in Block 3, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

AMM HOLDINGS 1, LLC

  
By: Adam Moghamis, Member

STATE OF ILLINOIS            )  
  ) ss.  
County of                        )

On this 17<sup>th</sup> day of February in the year 2017, before me a notary public for the State of Illinois, personally appeared Adam Moghamis, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Residing at:  
Commission Expires:

FIRST AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. One and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

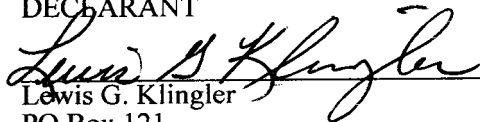
LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

The undersigned, being the owner of Twin Rivers Ranch, LLC, Lot 11 in Block 4, Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

DECLARANT



Lewis G. Klingler  
PO Box 121  
Newdale, ID 83436

STATE OF IDAHO )  
County of Fremont ) ss.

On this 23<sup>rd</sup> day of February in the year 2017, before me a notary public for the State of Idaho personally appeared Lewis G. Klingler, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

LYNDA MERRILL  
NOTARY PUBLIC  
STATE OF IDAHO

*Lynda Merrill*  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: *Parker*  
Commission Expires: *4-4-2020*

SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consents to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants is amended to provide as follows:

LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

The undersigned, being the owner of Twin Rivers Ranch, LLC roadways Sections 11, 12, 14 of Township 9 N., Range 43 E., B.M.; Lot(s) 1, 20, in Block 1; Lot(s) 2, 4 in Block 2; Lots 8, 10, 17, 18 in Block 3; Lot 3 in Block 4; Lots 1A, 2A and 3A in Block 5; Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

DECLARANT

TWIN RIVERS LAND, LLC

By: \_\_\_\_\_

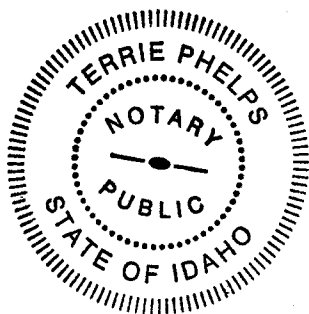
Name: Gary R. Wight, Member

STATE OF IDAHO

County of Fremont

)  
) ss.  
)

On this 13th day of February in the year 2017, before me a notary public for the State of Idaho, personally appeared Gary R. Wight, known or identified to me to be a member in the limited liability company, Twin Rivers Land, LLC, and the member who subscribed said limited liability company's name to the foregoing instrument and acknowledged to me that such member executed the same in said limited liability company's name.



*Terrie Phelps*  
\_\_\_\_\_

Notary Public for Idaho  
Residing at: Ashton, Idaho  
Commission Exp: 11/14/17

SECOND AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

WHEREAS, Twin Rivers Ranch, Inc., filed its original Protective Covenants to Twin Rivers Ranch Division No. 1 with the Fremont County, Idaho Recorder on October 7, 2004 as Instrument No. 491151 and Twin Rivers Ranch, Inc., filed its Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on January 19, 2012 as Instrument No. 537230 and filed its First Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants with the Fremont County, Idaho Recorder on November 19, 2013 as Instrument No. 546690;

FURTHER WHEREAS, pursuant to Paragraph 33 of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants, the property owners may amend the Protective Covenants of Twin River Ranch Division No. 1 by an instrument in writing signed and acknowledged by fifty-one (51%) percent of the record Owners of lots in the Subdivision;

FURTHER WHEREAS, the undersigned, being the record owner of lots hereinafter designated in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the following amendments and additions to the Protective Covenants of Twin Rivers Ranch Division No. 1 and consent to be bound thereby, the amendments and additions being as follows:

I. ARTICLE II, 3. of the Amended and Restated Twin Rivers Ranch Division No. 1. Protective Covenants will be amended to provide as follows:

LAND USE AND BUILDING. No lot will be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATV's, and motorcycles are allowed. Vehicular access will be through the main driveway to the primary structure. No commercial high traffic activity will be conducted on or from any lot, except on approval of the Board of Directors or its designated agent.

No lot, nor any building or structure thereon, will be leased or rented for any period shorter than three days nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. A property owner desiring to rent his or her lot must first obtain from Fremont County, Idaho a Fremont County Home Occupation Rental Class I Permit which provides that no rental will allow more than fifteen (15) occupants. No Fremont County Home Occupation Rental Class II permit will be allowed.

No lot, nor any building or structure thereon may be used by a renter or lessee for outdoor camping. No tents or RVs of any kind will be allowed by a renter or lessee.

The undersigned, being the owner of Twin Rivers Ranch, LLC Lot(s) 16, 15A, 15B, in Block 1; Lots 2 and 13 in Block 3; Twin Rivers Ranch Division No. 1, Fremont County, Idaho, does hereby ratify and approve the Amendments to the Protective Covenants as set forth above which will be effective as of the date these Amendments to the Protective Covenants are recorded in the Official Records of Fremont County, Idaho.

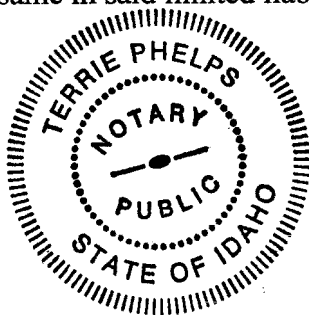
DECLARANT

HENRY'S FORK TETON VIEW, LLC

By: [Signature]  
Name: Gary R. Wight  
Title: Member

STATE OF IDAHO )  
                          ) ss.  
County of Fremont )

On this 13th day of February in the year 2017, before me a notary public for the State of Idaho, personally appeared Gary R. Wight, known or identified to me to be a member in the limited liability company, Henry's Fork Teton View, LLC, and the member who subscribed said limited liability company's name to the foregoing instrument and acknowledged to me that such member executed the same in said limited liability company's name.



Terrie Phelps  
Notary Public for Idaho  
Residing at: Ashton, Idaho  
Commission Exp: 11/14/17



**FIRST AMENDMENT TO AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS (this "Amendment") is executed and acknowledged by the undersigned, constituting at least fifty-one percent (51%) of the Owners of lots in said subdivision. All capitalized terms used by not otherwise defined herein shall have the meanings ascribed to such terms in the Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants, recorded January 19, 2012, as Instrument No. 537230, in the Official Records of Fremont County, Idaho (the "Covenants").

WITNESSETH:

1. The following provision is hereby added as a new Section 35 to the Covenants:

35. Enforcement. The Association, the Board of Directors, or any Owner or Member shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of these Covenants. Failure by the Association, the Board of Directors, or any Owner or Member to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that legal action is commenced in order to enforce these Covenants, any Owner found by a court of competent jurisdiction to be in violation of these Covenants shall be responsible for and shall pay for all reasonable attorneys' fees and costs incurred by the other Owners, the Board of Directors, and/or the Association in enforcing these Covenants.

2. Except as modified by this Amendment, all other terms, conditions, covenants, and restrictions contained in the Covenants remain in full force and effect and are hereby ratified and confirmed.

3. This Amendment may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument.

THE UNDERSIGNED, being the Owners of over 51% of the lots in Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve this Amendment, which shall be effective as of the date this Amendment is recorded in the Official Records of Fremont County, Idaho.

FIRST AMENDMENT TO COVENANTS – Page 1

546690

Microfilm No. \_\_\_\_\_ Day Nov 20 13  
At 9:24 O'Clock AM  
ABBIE MACE  
FREMONT CO RECORDER  
Fee \$ 28 Deputy  
Recorded at Request of Holden Edward Nahn  
Craft

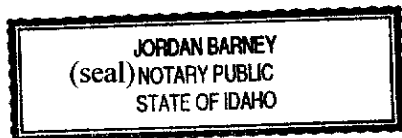
OWNER OF THE FOLLOWING LOTS(S):  
Block 1, Lots 1, 15A, 15B, 16, 20; Block 2,  
Lots 2, 4; Block 3, Lots 2, 8, 10, 13, 17, 18;  
Block 4, Lots 3; Block 5, Lot 1, 2, 3  
TWIN RIVERS LAND, LLC

By: *Gene R. Kantack*  
Name: Gene R. Kantack  
Title: Manager

STATE OF IDAHO )  
 )ss.  
County of BONNEVILLE )

On the 8<sup>th</sup> day of OCTOBER, 2013, before me the undersigned, a notary public in and for said State, personally appeared KANTACK, GENE, known or identified to me to be a member in the limited liability company of TWIN RIVERS LAND, LLC, and the member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such member executed the same in said limited liability company name.

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



*Jordan Barney*  
Notary Public for STATE OF IDAHO  
Residing at: BONNEVILLE COUNTY  
My Commission Expires: MY COMMISSION EXPIRES: July 16, 2019

OWNER OF THE FOLLOWING LOT(S):

Block 4, Lots 9 & 10

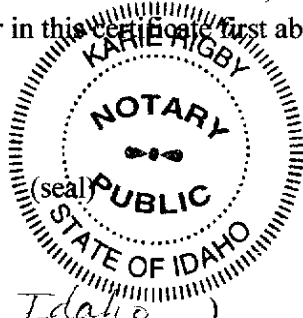
Gale E. Schenk  
Name: Gale E. Schenk

Ann Schenk  
Name: ANN SCHENK

STATE OF Idaho )  
 )ss.  
County of Fremont )

On the 8 day of October, 2013, before me the undersigned, a notary public in and for said State, personally appeared Gale E. Schenk, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

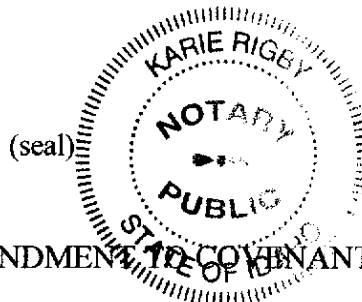


Karie Rigby  
Notary Public for Ashton Idaho  
Residing at: Ashton  
My Commission Expires: 11/18/19

STATE OF Idaho )  
 )ss.  
County of Fremont )

On the 8 day of October, 2013, before me the undersigned, a notary public in and for said State, personally appeared Ann Schenk, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Karie Rigby  
Notary Public for Idaho  
Residing at: Ashton  
My Commission Expires: 11/18/19

OWNER OF THE FOLLOWING LOT(S):

Block 4 Lot 2

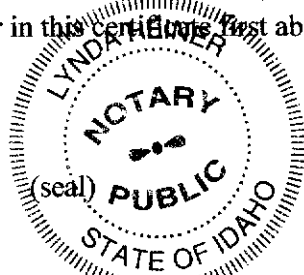
Name: John S. Gaynor

Name: JoAnne Gaynor

STATE OF Idaho )  
 )ss.  
County of Fremont )

On the 30 day of October, 2013, before me the undersigned, a notary public in and for said State, personally appeared John S Gaynor, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

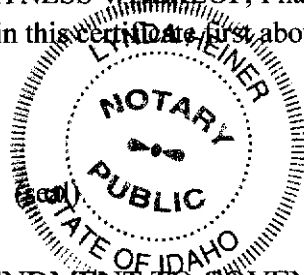


Lynda Heiner  
Notary Public for State of Idaho  
Residing at: Ashton  
My Commission Expires: 5-6-2014

STATE OF Idaho )  
 )ss.  
County of Fremont )

On the 30 day of October, 2013, before me the undersigned, a notary public in and for said State, personally appeared JoAnne Gaynor, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Lynda Heiner  
Notary Public for State of Idaho  
Residing at: Ashton  
My Commission Expires: 5-6-2014

OWNER OF THE FOLLOWING LOT(S):

Title held as "Betty H. May"  
Block 1, Lots 4, 5, 6, 18, 22  
Block 3, Lots 12A and 12B

Elizabeth H. May as attorney  
Name: Elizabeth H. May as Attorney in Fact for  
Richard E. May *in fact for Richard E. May*

Elizabeth H. May  
Name: Elizabeth H. May

STATE OF California )  
County of San Diego ) ss.

On the 13 day of November, 2013, before me, the undersigned, a notary public in and for said State, personally appeared Elizabeth H. May, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Richard E. May, and acknowledged to me that she subscribed the name of Richard E. May thereto as principal, and her own name as attorney in fact. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



California  
Residing at: Carmichael CA  
My Commission Expires: 05/24/2017

STATE OF California )  
County of San Diego ) ss.

On the 13 day of November, 2013, before me the undersigned, a notary public in and for said State, personally appeared Elizabeth H. May, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



California  
Residing at: Carmichael CA  
My Commission Expires: 05/24/2017

OWNER OF THE FOLLOWING LOT(S):

Block 4, Lot 1

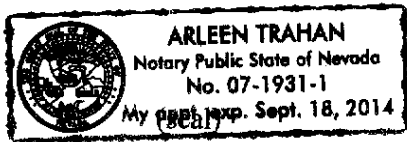
Julie C. Gaynor  
Name: Julie C. Gaynor

Name: \_\_\_\_\_

STATE OF Nevada )  
 )ss.  
County of Clark )

On the 17 day of October, 2013, before me the undersigned, a notary public in and for said State, personally appeared Julie C. Gaynor, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Arleen Trahan  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: Sept 18, 2014

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

(seal)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

OWNER OF THE FOLLOWING LOT(S):

Block 1, Lots 17, 19

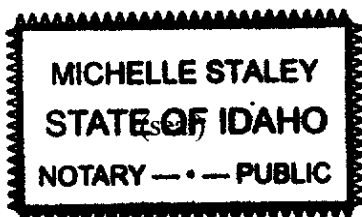
Name: Cathy Gross

Name: Gary Gross

STATE OF Idaho )  
 )ss.  
County of Fremont )

On the 8 day of October, 2013, before me the undersigned, a notary public in and for said State, personally appeared Cathy Gross, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

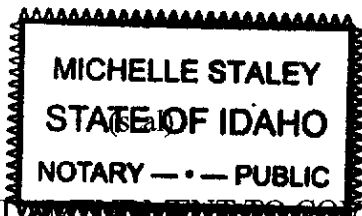


Michelle Staley  
Notary Public for Idaho  
Residing at: Ashton  
My Commission Expires: 8-19-2019

STATE OF Idaho )  
 )ss.  
County of Fremont )

On the 8 day of October, 2013, before me the undersigned, a notary public in and for said State, personally appeared Gary Gross, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Michelle Staley  
Notary Public for Idaho  
Residing at: Ashton  
My Commission Expires: 8/19/2013



AMENDED AND RESTATED  
TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

These Amended and Restated Twin Rivers Ranch Division No. 1 Protective Covenants (these "Covenants") completely amend, restate, supersede, and replace, in their entirety, those certain Twin Rivers Ranch Division No. 1 Protective Covenants, recorded October 7, 2004, as Instrument No. 491151, in the Official Records of Fremont County, as amended by instrument recorded August 25, 2005, as Instrument No. 497223, in the Official Records of Fremont County, Idaho, and as amended by instrument recorded December 11, 2006, as Instrument No. 507177, in the Official Records of Fremont County, Idaho. These Covenants have been signed and acknowledged by at least fifty-one percent (51%) of the recorded owners of lots in said subdivision.

Twin Rivers Ranch Division No. 1 (the "Subdivision") consists of the following described property situated in Fremont County, Idaho, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Block 1; Lots 1, 2, 3 and 4, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 of Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Block 4; Lots 1, 2, and 3 of Block 5 all located in the S1/2NE1/4; E1/2SE1/4 of Section 11, and the S1/2NW1/4; NE1/4SW1/4; W1/2SW1/4 of Section 12, and the NE1/4NE1/4 of Section 14, Township 9 N, Range 43 E.B.M.

Together with all roadways and easements over and across the following described property as evidenced by the plat of Twin Rivers Ranch Division No.1:

Beginning at the Northwest Corner of Section 14, Township 9 North, Range 43 East of the Boise Meridian; running thence S 00°16'55" E 1313.47 feet along the section line to the Southeast Corner of the Northeast 1/4 of the Northeast 1/4 of said Section 14; thence N 89°23'00" W 1309.18 feet to the Southwest Corner of the Northeast 1/4 of said Northeast 1/4; thence N 00°05'05" W 1318.84 feet to the 1/16 Corner common to the Northeast Corner of Section 14 and the Southeast Corner of Section 11 of said Township 9 North, Range 43 East of the Boise Meridian; thence N 02°35'24" E 2625.54 feet along the West line of the east 1/2 of the Southeast 1/4 of Section 11 to the Northeast Corner of Lot 37, Block 1, North Fork Highlands, Division No.1, Fremont County, Idaho, being the Southeast Corner of the Southwest 1/4 of said Northeast 1/4; thence N 89°15'54" W 1335.84 feet to the Southeast Corner of lot 34, Block 1, of said North Fork Highlands, being the Center 1/4 Corner of said Section 11; thence N 01°54'44" E 1284.84 feet to the Northeast Corner of Lot 31, Block 1 of said North Fork Highlands, being the Northwest Corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11, thence S 89°52'38" E 1843.34 feet to the Southeast Corner of Lot 25 Block 1 of said North Fork Highlands; thence S 89°52'36" E 860.16 feet to the section line common to Sections 11 and 12 of said Township and Range, thence S 89°06'25" E 2756.50 feet; thence S 89°10'08" E 135.44 feet to the mean high waterline of the Henry's Fork of the Snake River; thence along said high waterline, the following forty-two (42) courses: S 28°47'39" W 62.95 feet; thence S 16°56'33" W 146.67 feet; thence S 12°55'41" W 223.58 feet; thence S 10°21'00" W 180.06 feet; thence S 09°20'48" W 160.58 feet; thence S 03°36'13" E 63.17 feet; thence S 03°43'45" E 198.64 feet; thence S 09°19'05" W 106.48 feet; thence S 27°55'52" W 173.52 feet; thence S 39°05'38" W 64.53 feet; thence S 56°17'05" W 87.85 feet; thence S 62°34'20" W 158.30 feet; thence S 62°39'37" W 73.42 feet; thence S 43°44'38" W 67.41 feet; thence S 63°24'37" W 103.84 feet; thence S 55°14'11" W 123.91 feet; thence S 61°31'55" W 107.20 feet; thence S 72°46'09" W 10971 feet; thence S 79°54'31" W 108.92 feet; thence S 76°54'12" W 128.69 feet; thence S 63°06'14" W 109.93 feet; thence S 74°50'20" W 74.25 feet; thence N 75° 46'56" W 107.94 feet; thence S 74°15'19" W 118.37 feet;

Microfilm No. **537230**  
 Date **10/11/2010**  
 At **3:58** O'Clock  
 By **ABBIE MACE**  
 Deputy  
 FREMONT CO RECORDER  
 Recorded at Request of **PLLC**  
 Fee \$ **20**

thence S 61°44'49" W 88.81 feet; thence S 46°36'21" W 158.47 feet; thence S 41°02'41" W 132.55 feet; thence S 20°34'56" W 265.85 feet; thence S 35°18'39" W 145.03 feet; thence S 45°24'17" W 179.18 feet; thence S 35°11'21" W 129.23 feet; thence S 36°31'05" W 147.51 feet; thence S 33°23'51" W 86.91 feet, thence S 06°13'56" W 159.54 feet, thence S 12°14'15" W 123.09 feet; thence S 09°51'38" W 123.04 feet; thence S 16°20'35" W 104.91 feet; thence S 21°37'41" W 103.10 feet; thence S 08°43'55" W 138.53 feet; thence S 09°25'26" W 107.92 feet; thence S 02°35'57" E 84.47 feet; thence S 14°47'16" W 87.95 feet to the South line of the Southwest 1/4 of the Southwest 1/4 of Section 12 of the aforementioned Township and Range; thence N 89°49'00" W 488.53 feet along said South line to the point of beginning.

Together with an easement sixty (60) feet in width for ingress and egress on each side of the north property line of the SW1/4SE1/4, Section 11, Township 9 N, Range 43, E.B.M.

NOW, THEREFORE, the undersigned do hereby certify and declare that all or any portion of the above-described lots shall be owned, held and enjoyed by the respective owners and grantees thereto their heirs, successors, and assigns, subject to the following restrictions:

#### ARTICLE I

1. HOMEOWNERS ASSOCIATION. A non-profit corporation has been formed and is known as Twin Rivers Ranch Division No. 1 Homeowners Association, Inc. (the "Association"), pursuant to the laws of the State of Idaho. Every lot owner ("Owner") shall be a member of the Association (each, a "Member").

Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and ownership of a lot shall be the sole qualification for membership.

Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as set out in the by-laws of the Association (the "By-Laws") and shall be one vote per lot.

The administration of meetings of the Association and officers of the Association shall be as set out in the articles of the Association (the "Articles") and the By-Laws.

The board of directors of the Association (the "Board of Directors") or a designated agent of the Board of Directors acting on behalf of the Association shall have all of the powers, duties and responsibilities which are now or may hereafter be provided by these Covenants, including but not limited to the following:

(a) To make and enforce all administrative rules and regulations covering the operation and maintenance of the Subdivision.

(b) To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay said persons a reasonable compensation for their services.

(c) To determine and pay Common Expenses (defined below) and other expenses of the Association.

(d) To assess and collect the proportionate shares of Common Expenses and other applicable expenses from lot Owners in amounts set by the Board of Directors in accordance with the By-Laws.

(e) To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

(f) To open bank accounts on behalf of the Association and to designate the signatures thereof.

(g) To bring, prosecute and settle litigation for itself, the Association and the Subdivision.

(h) To obtain insurance for the Association with respect to the Subdivision and for the Association's officers, directors and employees, as well as workmen's compensation insurance as needed.

(i) To own, purchase or lease, hold, sell or otherwise dispose of, on behalf of the Members, items of personal property necessary to or convenient in the management of the business and affairs of the Association and in the operation of the Subdivision.

(j) To keep adequate books and records, which will be available to the Members for inspection on a reasonable basis.

(k) To do all other acts necessary for the administration, operation and maintenance of the roads, gates, and other Association property, if the same is necessary or desirable to protect or preserve the Subdivision.

(l) The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to these Covenants) shall be carried out by the Association in accordance with the following provisions:

(i) Shares of Common Expenses. Each Owner of a lot shall be responsible for an equal proportionate share of all Common Expenses. Such "Common Expenses" include the following services obtained by the Association: maintenance of the roads, maintenance of a gate or gates, if any, and general maintenance, repair, replacement, improvement, and insurance, including without limitation the cost of liability insurance covering the Association and its directors, officers and employees.

(ii) Payment of Assessments; Lien Created. Assessments not paid on or before fifteen (15) days after the date due may, in the discretion of the Association, bear interest at the rate of twelve percent (12%) per annum. The Association may also impose a late charge of up to five percent (5%) per annum on any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorney fees and all costs and expenses incurred by the Association incident to the collection of such assessments, shall be charged upon the lot involved and shall be a continuing lien upon the lot (including all improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such lot at the time the assessment became due or at any time thereafter.

It is expressly understood and agreed that fines for any violation of these Covenants or the rules and regulations of the Association may be assessed against a lot and against an Owner for violation by that Owner or by tenants or invitees.

(iii) Right to Collect from Tenant. If an Owner shall, at any time, lease his lot and shall be in default for a period of one month or more in the payment of assessments or other charges, the Association may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Association shall discharge such tenant or subtenant from the obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so paid. The Association shall be fully entitled to demand and receive a

copy of the applicable lease agreement.

2. BUILDING PLANS AND IMPACT FEE. A non-refundable impact fee of \$1,000 shall be paid to the Association before the start of any construction. The impact fee shall accompany the plans and specifications submitted pursuant hereto and shall be deposited prior to the Board of Directors granting approval of construction.

No building or other improvements shall be erected or placed on any lot until construction plans and specifications showing the location of the improvements, the elevation of the improvements, the specifications of the materials to be used, the excavation and drainage plan and landscape design have been submitted to and approved by the Board of Directors or its designated agent. The Board of Directors, or its designated agent, shall review and approve or disapprove the nature, color, quality of design, workmanship, materials, harmony of external design and materials with existing structures and environment, and location, with regard to topography and finish grade elevation. No more than thirty-five percent (35%) of the exterior covering of any building, exclusive of the roof area, shall be metal, metal sided or vinyl with the exception that vinyl may be used on windows and eaves. There shall be no "A" frame type buildings or prefabricated buildings allowed. All residential buildings shall have vertical exterior walls of at least eight (8) feet in height. The Association's approval or disapproval of building plans as required in these Covenants shall be in writing and the reasons for any disapproval shall be issued. In the event the Board of Directors, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, and all other information reasonably requested by it shall have been supplied, approval shall be deemed to have been granted. The Board of Directors shall not have the authority to grant any approval to do any act or thing that is inconsistent with or in violation of these Covenants. The failure of the Board of Directors to take any action contemplated or required by these Covenants shall not constitute a waiver of any provision hereof.

## ARTICLE II

3. LAND USE AND BUILDING. No lot shall be used except for single family residential purposes and related recreational uses. Small, inconspicuously-placed storage sheds for snowmobiles, ATVs, and motorcycles are allowed. Vehicular access shall be through the main driveway to the primary structure. Access to a secondary building shall be from the main driveway to the primary structure. No commercial high traffic activity shall be conducted on or from any lot, except on approval of the Board or Directors or its designated agent. No lot, nor any building or structure thereon, shall be advertised or used for lease or rent for any period shorter than one month nor used in any way as a hotel, "bed and breakfast," restaurant, or similar activity. The Owner of the lot shall be responsible for any damage to the property or adjacent property caused by a tenant. No building shall be erected upon any lot in the Subdivision other than one single-family dwelling, one guest house, one barn or other small building for livestock purposes (with associated corral), one private garage and one shed or storage unit for snowmobiles, boats, motorcycles, all terrain vehicles ("ATVs"), or other similar recreational vehicles. No building erected on any lot shall exceed thirty (30) feet in height from the relative grade.

4. BUILDING ENVELOPES. The Owner of any lot may place a building envelope on his lot directing where any buildings are to be located on the lot which shall be binding upon the Owner of the lot. The building envelope must be presented to the Board of Directors or its designated agent to ensure that it complies with these Covenants.

5. RESERVATION OF BUILDING PERMIT. TWIN RIVERS LAND, LLC, shall have the right to split one lot and use an additional building permit which is being held and will be used on a designated lot in the future.

6. TEMPORARY RESIDENCE. A temporary residence of a camp trailer or similar unit may be allowed for a maximum of one (1) year during construction of a permanent dwelling. Temporary residences and all construction materials must be removed no more than ninety (90) days after final completion of the dwelling or after expiration of a building permit.

The erection or placement of tents, campers, and trailers for use and occupancy on a lot, unless used as a temporary residence during construction of a permanent dwelling, shall be allowed for a temporary period not to exceed three (3) weeks in duration per month as long as they are occupied by guests of the property owner. No such temporary structures shall be allowed if unoccupied for more than two (2) consecutive weeks.

7. CLEARING OF LOTS. Trees or natural vegetation shall not be removed except for construction purposes or landscaping the property.

8. SATELLITE DISHES. A satellite dish adequate for internet activity may be used on a lot provided it shall be attached to the structure. No other satellite dish or similar transmitting or receiving device shall be permitted on any structure on any lot or in any location other than as expressly provided hereunder. No rooftop antennas, ham radio towers, hanging or exposed utility lines, cable, poles or towers shall be allowed.

9. SIGNS. No permanent signs of any kind shall be displayed to the public view on any lot, except one professional discreet sign showing the Owner's name, street number and lot number may be displayed.

10. APPEARANCE OF LOT. No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All materials shall be kept in containers to prevent odors, flies, liquid runoff, blowing debris and animals. No non-usable junk, or scrap vehicles of any type shall be allowed on any lot. Vehicles being altered, replaced or repaired shall be placed inside a garage. All manure from livestock while confined in a barn or corral of less than 2,000 square feet must be removed from the barn or enclosure and either scattered or removed completely from the lot.

An individual lot Owner is responsible for garbage pickup and removal to an approved sanitary landfill. If a lot contains any garbage, wastes, or any materials that are unsightly for any period in excess of three (3) weeks (or six (6) weeks, if generated during any construction period), the Association may cause the property to be cleaned and the costs of such cleaning, removal, disposition and transportation shall be due and payable from the Owner of the lot from which the same was removed, together with interest at the rate of eighteen percent (18%) per annum until paid in full.

All propane tanks shall be buried or shielded by a fence from the roadway and neighboring lots.

11. MAINTENANCE OF WILDFIRE PERIMETER. Lot Owners shall be responsible for maintaining a wildfire defensible space of no less than thirty (30) feet around each structure. Conifer trees shall be thinned so that crowns do not overlap or touch.

12. NOXIOUS WEEDS. The Association may contract with Fremont County Weed Control or another other third party to spray lots for noxious weeds, and then assess individual lot Owners for the spraying of their lots. A lot Owner may opt out of such third-party spraying in any year by contacting the Board of Directors in writing by August 15 of the Owner's decision to opt out of the Subdivision spraying for that year. Such notice must be provided annually and does not relieve such lot Owner of the requirement to control noxious weeds on his or her property. Lot Owners are responsible to control all noxious weeds on the lots they own.

Goats may be harbored temporarily by lot Owners on their property for control of the weed commonly known as "Leafy Spurge." The number of goats harbored temporarily by lot

Owners on their property for control of Leafy Spurge shall not count against the number of animals which may be kept on a lot. Notwithstanding the foregoing, no male goats which have not been neutered shall be allowed on any property in the Subdivision for any purpose.

13. DRIVEWAYS. Each lot Owner shall be required to maintain and clean their own driveway of snow and debris. Each lot owner shall be responsible for the cost and installation of a culvert at least ten (10) feet by six (6) inches under any entrance to the lot.

14. POWER SUPPLY. Power supply to each building shall be from underground service lines, or by a solar energy collector. A generator may be used during daylight hours for aid in construction. A generator may also be used during power outages or emergencies resulting from natural or man made accidents. No power source, other than those described above, may be used unless approved by the Board of Directors.

15. OFFENSIVE NOISE. No loud, boisterous, noxious or offensive activities shall be carried upon on any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

16. HUNTING. There shall not be any hunting of any type in the Subdivision.

17. EASEMENTS. There shall be a thirty (30) foot utility easement on each side from the center of the dedicated roadway and twenty (20) feet from each lot line. Easements for installation and maintenance of utilities such as electric power, telephone lines, and gas lines are reserved so as to provide reasonable and just service to all properties in the Subdivision. No structures, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities, or which may change easements. The easement area of all lots and improvements in it shall be maintained continuously by the Owner of the lot.

18. WATER SUPPLY. Each individual lot Owner shall be responsible for private water supply. Water supply shall be restricted to domestic, culinary, lawn irrigation, stock water, and landscaping purposes only.

19. SEWERAGE. All residences shall be equipped with approved indoor toilet facilities and shall have a sewage disposal system composed of septic tank, drain field or other approved method of disposal. All sewage systems must have the approval of the Idaho District Seven Health Department and adhere to all other applicable federal, state, and local laws.

20. CONSTRUCTION COMPLETION. All exterior portions of a principal residence must be completed no later than eighteen (18) months from the day construction begins. A nine (9) consecutive month construction period for the exterior portion of any guest bunkhouse, garage, or barn shall be allowed.

21. BURNING OR DISPOSAL OF CONSTRUCTION MATERIALS. All construction residue materials shall be disposed of by removal from the construction site or by burning at the construction site. No construction materials shall be disposed of by placing the materials upon property not owned by the lot Owner or by placing the materials in any slash pile not located upon a lot Owner's property.

22. DWELLING AND SET BACK. The ground floor area of the principal residence, exclusive of garage, if any, shall be not less than 1,250 square feet, if the principal residence is only one story, or, if the principal residence is two stories, the main floor of the principal residence shall not be less than 1,000 square feet and the second floor shall contain not less than 400 square feet of floor space. The ground floor area of any guest structures shall be not less than 500 square feet.

Guest houses, bunkhouses, barns, garages and storage sheds must be constructed of same type, color and quality material as the principal residence unless approved in writing by the Board of Directors or its designated agent.

All structures shall be set back a minimum of fifty (50) feet from the property line adjacent to the principal road, twenty (20) feet from any common shared side yard lot line, and fifty (50) feet from any common shared rear yard lot line. Side yard and rear yard lot line limitations provided herein need not be observed in the event the side or rear lot line in question is not adjacent to any other lot.

23. FENCES. Wood fences on any lot shall be constructed of pine poles of five-pole buck rail or rail construction; provided, however, that wood fences around propane tanks may be of any type of wood and pattern of construction approved in advance by the Board of Directors or its designated agent. Vinyl fences are allowed. Wire fences are excluded with the exception of single strand electric fencing for stock control.

24. LOT SIZE. An original lot may divided once; however, the smallest portion of any lot shall not be reduced to less than two (2) acres. Lot boundaries may be adjusted according to Fremont County Planning and Zoning rules.

25. MOTORIZED VEHICLES. All wheeled motorized vehicles shall be driven upon the main surfaced travelled roads. A lot Owner may park his or her vehicle or those of his or her guest(s) upon his or her own lot and driveway. No motorized vehicles shall travel on or over the following described easement to the Henry's Fork of the Snake River, which provides access to all Owners, to-wit: A six (6) foot wide access easement the centerline of which is described as follows:

Beginning at a point that is N 10°05'43" E 3.00 feet from the Southwest Corner of Lot 12, Block I, Twin Rivers Ranch, Division No.1, Fremont County, Idaho, and running thence S 80°47'48" E along a line that is parallel with and 3.00 feet measured perpendicular to the South line of said Lot 12 a distance of 590.71 feet; thence S 88°28'10" E 70.13 feet; thence N 64°10'59" E 121.55 feet; thence N 27°44'33" E 59.30 feet; thence N 48°20'22" E 66.40 feet to the Southwesterly line of Lot 13; thence N 69°24'27" E 44.29 feet; thence S 06°57'30" W 24.36 feet; thence S 01°51'59" W 39.13 feet to the Southwesterly line of Lot 13; thence S 01°36'59" E 42.47 feet; thence S 24°39'14" E 57.05 feet to the Southeasterly line of Lot 12, said point being on the right bank of the Henry's Fork of the Snake River.

26. MOTOR BIKES, ATVs, SNOWMOBILE RESTRICTIONS. Motor bikes, ATVs and snowmobiles are permitted in the Subdivision; however, there shall be no consistent lengthy use of ATVs, motorcycles or snowmobiles within the Subdivision. No race course shall be erected or permitted on any lot nor shall the roadways in the Subdivision be used as a race track or race course.

27. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The term "noxious or offensive" shall include, but is not limited to, the open storage of trucks, automobiles, boats, trailers, campers, machinery and other forms of bulk storage not normally associated with the residential use of the property. There shall be no unshielded exterior lighting which interferes with other residents' enjoyment of the nighttime environment. No noisy apparatuses of any kind or inoperable vehicle shall be stored on any lot outside of any structure. Any fire or burning on any lot shall be confined to a properly constructed and maintained fire pit.

28. MAINTENANCE. All building structures and fences must be properly and consistently maintained.

29. STORAGE. Boats, campers, trailers, snowmobiles, ATVs, motorcycles and similar

items, are to be stored in appropriate structures unless being used temporarily during the season. Those stored on lots without structures must not be visible from any common roadway.

30. LIVESTOCK. Horses, llamas, mules and cattle, are allowed but are limited to no more in the aggregate than one per acre or five per lot, whichever is the lesser. No other livestock animals, including donkeys, sheep, goats (except as provided in Article II, Section 12), pigs or fowls of any kind, shall be kept on any lot, tract, or parcel of property in the Subdivision. Dogs and cats may be kept provided there are no more than two each per household and shall be controlled at all times. Dog barking shall be controlled so as not to be objectionable to a prudent person.

There shall be no storing of riding or pack animals for guides or outfitters. No animal shall be permitted on any lot unless such animal is under the direct control of the Owner or is confined to such lot by a barn, corral, fence, hobbles, tether, leash, training or similar restraint or confinement so as not to trespass on any other lot. The Owner of any lot from which such animal trespasses to any other lot shall be strictly liable for any damages caused thereby. No domestic animals shall be maintained upon any lot other than that of the lot Owner.

31. WILDLIFE. The Subdivision is a wild animal winter range area for deer, elk and moose. Other animals are also located in the area seasonally. Any complaint involving wild animals shall be made to the Idaho Department of Fish and Game when there is imminent danger to human life or when there has been a large monetary damage to property by wild animals.

32. COVENANTS RUN WITH THE LAND. These Covenants are to run with the land. They shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods often (10) years unless an instrument signed by the majority of the then Owners of the lots has been recorded, whereby the Owners agree to change or terminate said Covenants in whole or in part.

33. ALTERATION OR AMENDMENT OF THESE COVENANTS. The provisions of these Covenants may be altered, modified, or amended by an instrument in writing signed and acknowledged by at least fifty-one percent (51%) of the record Owners of lots in the Subdivision. Such alteration, modification, or amendment shall become effective when such signed and acknowledged instrument is recorded with the Recorder of Fremont County, Idaho.

Alternatively, the provisions of these Covenants may be altered, modified, or amended if such alternation, modification, or amendment is approved at an annual or special meeting of the Members of the Association in the manner set forth in this paragraph. At least thirty (30) days prior to such annual or special meeting of the Members, notice must be sent to the Members stating the date, time, and place of the meeting at which the proposed amendment shall be considered and voted. At such meeting, a quorum must be present in person or by proxy, which shall be the lesser of a majority of the eligible votes or twenty (20) of the eligible votes, before an amendment may be passed. The proposed amendment shall pass if it receives an affirmative vote of a majority of the quorum of Members present. Such amendment shall become effective when a written instrument setting forth the terms of such amendment is executed and acknowledged by a duly elected officer of the Association and recorded with the Recorder of Fremont County, Idaho.

34. SEVERABILITY. Invalidation of anyone of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned, being the owners of over 51% of the lots in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve these Covenants, which shall be effective as of the date these Covenants are recorded in the Official Records of Fremont County, Idaho.

OWNER OF THE FOLLOWING LOT(S):  
Bl.-1, Lots 1, 15a, 15b, 16, 20; Bl.-2, Lots 2, 4,  
Bl.-3, Lots 2, 8, 10, 13, 17, 18; Bl.-4, Lots 2; Bl.-5, Lots 1, 2, 3

TWIN RIVERS LAND, LLC

By: [Signature]  
Name: Gene R. Kantack  
Title: Partner

STATE OF Idaho }  
County of Bonneville } ss.

On the 16 day of September, 2011, before me the undersigned, a notary public in and for said State, personally appeared Gene R. Kantack, known or identified to me to be a member in the limited liability company of TWIN RIVERS LAND, LLC, and the member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such member executed the same in said limited liability company name.

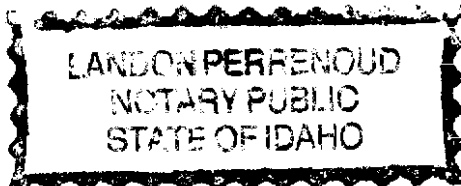
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

(seal)

Notary Public for Idaho  
Residing at: Idaho Falls, ID  
My Commission Expires: 6/5/2012

G:\WPDATA\PDC\16401 Twin Rivers Ranch\Amended and Restated Covenants v03.doc



OWNER OF THE FOLLOWING LOT(S):

Block 1: Lots 4, 5, 6, 18, 22; Block 3: Lots 12A, 12B

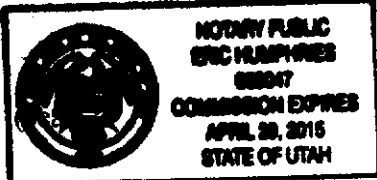
Betty H. May  
Name: Betty H. MAY

Richard E. May  
Name: Richard E. MAY

STATE OF UTAH )  
County of WASHINGTON ) ss.

On the 31 day of AUGUST, 2011, before me the undersigned, a notary public in and for said State, personally appeared Betty MAY, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

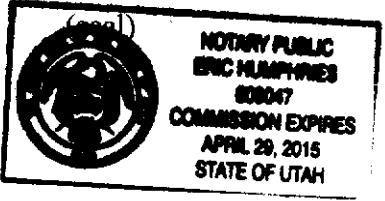


Eric Humphries  
Notary Public for ERIC HUMPHRIES,  
Residing at: 592 N MAIN DR STGEORGE UT 84790  
My Commission Expires: 4-29-15

STATE OF UTAH )  
County of WASHINGTON ) ss.

On the 31 day of AUGUST, 2011, before me the undersigned, a notary public in and for said State, personally appeared RICHARD MAY, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Eric Humphries  
Notary Public for ERIC HUMPHRIES,  
Residing at: 592 N MAIN DR STGEORGE UT 84790  
My Commission Expires: 4-29-15

OWNER OF THE FOLLOWING LOT(S):

Lots 9 & 10, Block 4

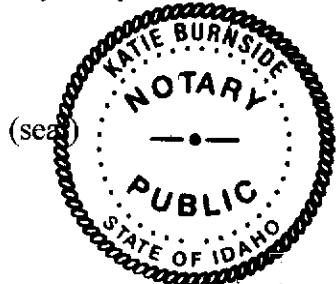
Gale E. Schenk  
Name: G A L E E. S C H E N K

Ann Schenk  
Name: A N N S C H E N K

STATE OF Idaho }  
County of Fremont } ss.

On the 26 day of September, 2011, before me the undersigned, a notary public in and for said State, personally appeared Gale E Schenk, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

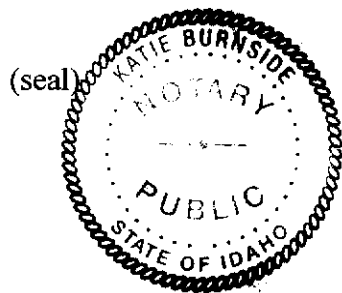


Katie Burnside  
Notary Public for Idaho  
Residing at: Fremont County  
My Commission Expires: 12-27-2014

STATE OF Idaho }  
County of Fremont } ss.

On the 26 day of September, 2011, before me the undersigned, a notary public in and for said State, personally appeared Ann Schenk, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Katie Burnside  
Notary Public for Idaho  
Residing at: Fremont County  
My Commission Expires: 12-27-2014

OWNER OF THE FOLLOWING LOT(S):

Block-1, Lots 17 & 19

[Signature]  
Name: Gary Gross

[Signature]  
Name: Cathy L Gross

STATE OF Idaho }  
County of Fremont } ss.

On the 29 day of September, 2011, before me the undersigned, a notary public in and for said State, personally appeared Cathy Gross, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



[Signature]  
Notary Public for State of Idaho  
Residing at: Fremont Co.  
My Commission Expires: 7/23/11

STATE OF Idaho }  
County of Fremont } ss.

On the 29 day of Sept, 2011, before me the undersigned, a notary public in and for said State, personally appeared Cathy Gross, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



[Signature]  
Notary Public for State of Idaho  
Residing at: Fremont Co.  
My Commission Expires: 7/23/11

OWNER OF THE FOLLOWING LOT(S):

31-1, Lot 7

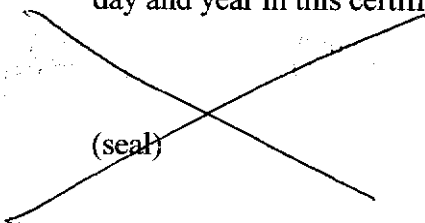
  
Name: Chris Loock

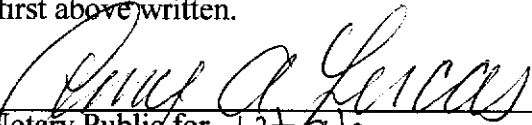
Name: \_\_\_\_\_

STATE OF Utah }  
County of Davis } ss.

On the 3rd day of October, 2011, before me the undersigned, a notary public in and for said State, personally appeared CHRIS LOOCK a Ben known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

  
(seal)

  
Notary Public for Utah  
Residing at: 1211 W. 5200 S. Hooper, UT  
My Commission Expires: Aug 22, 2012

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

(seal) Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

OWNER OF THE FOLLOWING LOT(S):

(B1-311)(3, Block 2)  
Lot ↗ ↖ Lot

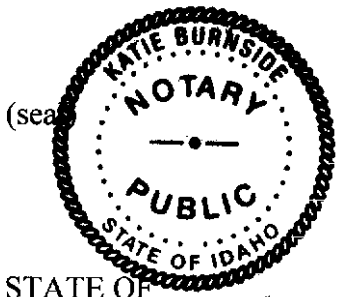
William T Jolley  
Name: William T Jolley

Name: \_\_\_\_\_

STATE OF Idaho }  
County of Fremont } ss.

On the 4 day of October, 2011, before me the undersigned, a notary public in and for said State, personally appeared William T Jolley, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Katie Burnside  
Notary Public for Idaho  
Residing at: Fremont County  
My Commission Expires: 12-07-2014

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On the \_\_\_\_ day of \_\_\_\_\_, 2011, before me the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

(seal) Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

OWNER OF THE FOLLOWING LOT(S):

Block 1, Lots 12, 13, 14

[Signature]  
Name: ROBERT D. SPRINGER

[Signature]  
Name: TAMMY H. SPRINGER

STATE OF FLORIDA }  
County of POLK } ss.

On the 9 day of DECEMBER, 2011, before me the undersigned, a notary public in and for said State, personally appeared ROBERT D. SPRINGER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Kathy M. Law  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA }  
County of POLK } ss.

On the 9 day of DECEMBER, 2011, before me the undersigned, a notary public in and for said State, personally appeared TAMMY H. SPRINGER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Kathy M. Law  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



### FIRST AMENDMENT TO TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

The annual meeting of the Twin Rivers Ranch Division No. 1 Homeowners was held August 6, 2005 at Squirrel Creek Elk Ranch, Ashton, Idaho pursuant to notice.

Those present were Gene Kantack, Gary Wight and Todd Hossner, Members of Twin Rivers Land, LLC, Gary Gross and Kathy Gross.

Gary Gross and Kathy Gross own Lots 17 and 19 of Block 1, Twin Rivers Ranch Division No. 1 and Twin Rivers Land, LLC is the owner of record of over 51% of the lots in Twin Rivers Ranch Division No. 1, Fremont County, Idaho.

Upon motion made and seconded, it was unanimously passed that the Protective Covenants recorded as instrument No. 491151 of the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, shall be amended by adding the following paragraphs:

33. **MOTORIZED VEHICLES.** All wheeled motorized vehicles shall be driven upon the main surfaced travelled roads. A lot owner may park his vehicle or those of his guest(s) upon his or her own lot and driveway.

No motorized vehicles shall travel on or over the following described easement, to-wit: A six (6) foot wide access easement the centerline of which is described as follows:

Beginning at a point that is N. 10°05'43" E. 3.00 feet from the Southwest Corner of Lot 12, Block 1, Twin Rivers Ranch, Division No. 1, Fremont County, Idaho and running thence S 80°47'48" E along a line that is parallel with and 3.00 feet measured perpendicular to the South line of said Lot 12 a distance of 590.71 feet; thence S 88°28'10" E. 70.13 feet; thence N. 64°10'59" E 121.55 feet; thence N 27°44'33" E 59.30 feet; thence N 48°20'22" E 66.40 feet to the Southwesterly line of Lot 13; thence N 69°24'27" E 44.29 feet; thence S 06°57'30" W 24.36 feet; thence S 01°51'59" W 39.13 feet to the Southwesterly line of Lot 13; thence S 01°36'59" E 42.47 feet; thence S 24°39'14" E 57.05 feet to the Southeasterly line of Lot 12, said point being on the right bank of the Henry's Fork of the Snake River.

34. **BURNING OR DISPOSAL OF CONSTRUCTION MATERIALS.** All construction residue materials shall be disposed of by removal from the construction site or by burning at the construction site. No construction materials shall be disposed of by placing the materials upon property not owned by the lot owner or by placing the materials in any slash pile not located upon a lot owners property.

This Declaration shall take effect when recorded with the Recorder of Fremont County, Idaho.

The undersigned, being the owners of over 51% of the lots in the Twin Rivers Ranch Division No. 1, Fremont County, Idaho, do hereby ratify and approve the above additions to the Protective Covenants and consent to be bound thereby.

497223

Microfilm No. \_\_\_\_\_

At \_\_\_\_\_ Day 25 Aug 2005 M

At 14:50 O'Clock \_\_\_\_\_ M

ABBE MACE  
FREMONT CO RECORDER  
Fee \$ \_\_\_\_\_ Recorded at Request of \_\_\_\_\_ Deputy

497223

DECLARANT

TWIN RIVERS LAND, LLC

*Gene R. Kantack*  
By: Gene R. Kantack, Member

*Lynn Hossner*  
By: Lynn Hossner, Member

*Gary R. Wight*  
By: Gary R. Wight, Member

*Todd Hossner*  
By: Todd Hossner, Member

*Natalie Hossner Elliott*  
Natalie Hossner Elliott

STATE OF IDAHO )  
                          ) ss.  
County of Fremont )

On this 22<sup>nd</sup> day of August, 2005, before me, the undersigned Notary Public for the State of Idaho, personally appeared Lynn Hossner, Todd Hossner, Gene R. Kantack and Gary R. Wight, members of Twin Rivers Land, LLC, known or identified to me to be members of Twin Rivers Land, LLC, and the members who subscribed said Limited Liability Company's name to the foregoing instrument, and acknowledged to me that they executed the same in said Limited Liability Company's name.

JANICE M HUFFMAN  
Notary Public  
State of Idaho

*Janice Huffman*  
Notary Public for Idaho  
Residing at: St. Anthony, Idaho  
Commission Expires: 10/06/2006

STATE OF IDAHO )  
                          ) ss.  
County of Fremont )

On this 22<sup>nd</sup> day of August, 2005, before me, the undersigned Notary Public for the State of Idaho, personally appeared Gary R. Wight, one of the members of Henry's Fork Teton View Development, LLC, known or identified to me to be one of the managing members of Henry's Fork Teton View Development, LLC, and the member or one of the members who subscribed said Limited Liability Company's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name.

JANICE M HUFFMAN  
Notary Public  
State of Idaho

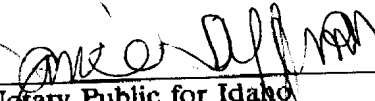
*Janice Huffman*  
Notary Public for Idaho  
Residing at: St. Anthony, ID  
My Comm. expires 10/06/06

497223

STATE OF IDAHO )  
                          ) ss.  
County of Fremont )

On this 24 day of August, 2005, before me the undersigned, a notary public in and for said State, personally appeared Lynn Hossner, Todd Hossner and Natalie Hossner Elliott, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

JANICE M. HUFFMAN  
Notary Public  
State of Idaho

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: St. Anthony, Idaho  
Commission Exp: 10/06/06

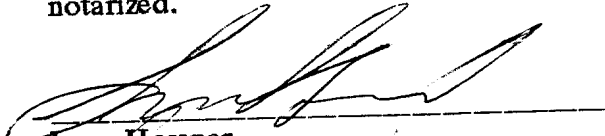



**RATIFICATION OF SUBDIVISION PLAT OF TWIN RIVERS  
RANCH SUBDIVISION, DIVISION NO. 1, FREMONT COUNTY, IDAHO**

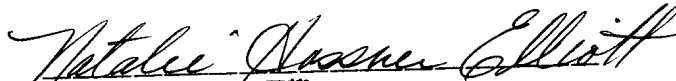
On September 27, 2004, the plat of Twin Rivers Ranch, Division No. 1 was recorded as Instrument No. 490953. The owners dedication, within the plat, did not contain the signatures of the owner of Lot 2 of Block 5, which was not deeded to Twin Rivers Land, LLC.

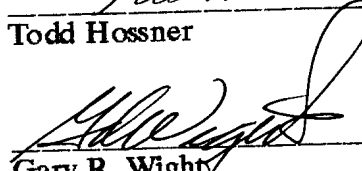
The signatures of Henry's Fork Teton View Development, LLC, Lynn Hossner, Todd Hossner, Natalie Hossner Elliott, Gary R. Wight, Pamela Wight, Gene R. Kantack and Sandra Kantack appearing hereon is an affirmation of the below Owners' Dedication of the plat of Twin Rivers Ranch, Division No. 1, of the County of Fremont, State of Idaho and includes Lot 2 of Block 5 and any and all other property owned by the below signatories in the legal description of Twin Rivers Ranch Subdivision, Division No. 1, Fremont County Idaho

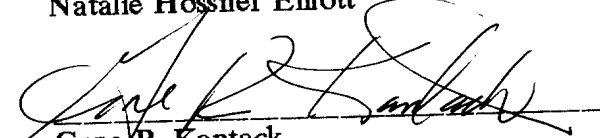
IN WITNESS WHEREOF, we hereby set our hands on the dates our signatures are notarized.

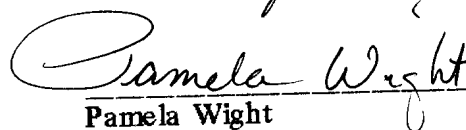
  
Lynn Hossner

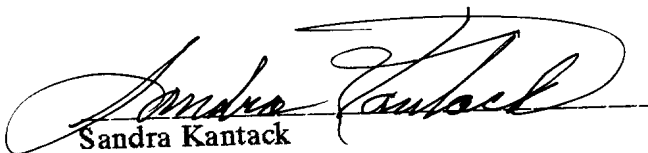
  
Todd Hossner

  
Natalie Hossner Elliott

  
Gary R. Wight

  
Gene R. Kantack

  
Pamela Wight

  
Sandra Kantack

**HENRY'S FORK TETON VIEW  
DEVELOPMENT, LLC**

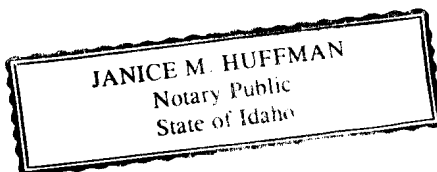
  
By: Gary R. Wight, one of its members

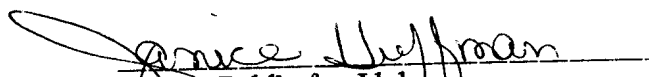
494804  
494804  
Day May 20 05  
3:43  
O'Clock P

ABBIE MACE  
FREMONT CO RECORDER  
Recorded at Request of  
Lynn Hossner

STATE OF IDAHO )  
                          ) ss.  
County of Fremont )

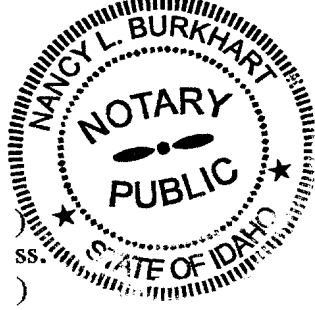
On this 27<sup>th</sup> day of April, 2005, before me, the undersigned Notary Public for the State of Idaho, personally appeared Lynn Hossner, Todd Hossner and Natalie Hossner Elliott, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



  
Notary Public for Idaho  
Residing at: St. Anthony, Idaho  
Commission Expires: 10/06/2006

STATE OF IDAHO )  
County of ) ss.

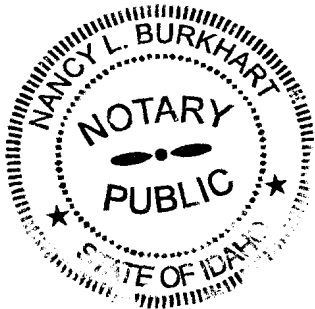
On this 27<sup>th</sup> day of April, 2005, before me, the undersigned Notary Public for the State of Idaho, personally appeared Gary R. Wight, Pamela Wight, Gene R. Kantack and Sandra Kantack, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Nancy L. Burkhart  
Notary Public for Idaho  
Residing at: Bonneville County, ID  
Commission Expires: 7-17-07

STATE OF IDAHO )  
County of ) ss.

On this 27<sup>th</sup> day of April, 2005, before me, the undersigned Notary Public for the State of Idaho, personally appeared Gary R. Wight, one of the members of Henry's Fork Teton View Development, LLC, known or identified to me to be one of the managing members of Henry's Fork Teton View Development, LLC, and the member or one of the members who subscribed said Limited Liability Company's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name.



Nancy L. Burkhart  
Notary Public for Idaho  
Residing at: Bonneville County, ID  
Comm. Expires: 7-17-07



TWIN RIVERS RANCH DIVISION NO. 1 PROTECTIVE COVENANTS

The undersigned, TWIN RIVERS LAND, LLC, is the owner of a certain parcel of property situated in Fremont County, Idaho, and described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Block 1; Lots 1, 2, 3 and 4, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 of Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Block 4; Lots 1, 2 and 3 of Block 5 all located in the S1/2NE1/4; E1/2SE1/4 of Section 11, and the S1/2NW1/4; NE1/4SW1/4; W1/2SW1/4 of Section 12, and the NE1/4NE1/4 of Section 14, Township 9 N, Range 43 E.,B.M.

Together with all roadways and easements over and across the following described property as evidenced by the plat of Twin Rivers Ranch Division No. 1:

Beginning at the Northwest Corner of Section 14, Township 9 North, Range 43 East of the Boise Meridian; running thence S 00°16'55" E 1313.47 feet along the section line to the Southeast Corner of the Northeast 1/4 of the Northeast 1/4 of said Section 14; thence N 89°23'00" W 1309.18 feet to the Southwest Corner of the Northeast 1/4 of said Northeast 1/4; thence N 00°05'05" W 1318.84 feet to the 1/16 Corner common to the Northeast Corner of Section 14 and the Southeast Corner of Section 11 of said Township 9 North, Range 43 East of the Boise Meridian; thence N 02°35'24" E 2625.54 feet along the West line of the east 1/2 of the Southeast 1/4 of Section 11 to the Northeast Corner of Lot 37, Block 1, North Fork Highlands, Division No. 1, Fremont County, Idaho, being the Southeast Corner of the Southwest 1/4 of said Northeast 1/4; thence N 89°15'54" W 1335.84 feet to the Southeast Corner of lot 34, Block 1, of said North Fork Highlands, being the Center 1/4 Corner of said Section 11; thence N 01°54'44" E 1284.84 feet to the Northeast Corner of Lot 31, Block 1 of said North Fork Highlands, being the Northwest Corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11, thence S 89°52'38" E 1843.34 feet to the Southeast Corner of Lot 25 Block 1 of said North Fork Highlands; thence S 89°52'36" E 860.16 feet to the section line common to Sections 11 and 12 of said Township and Range, thence S 89°06'25" E 2756.50 feet; thence S 89°10'08" E 135.44 feet to the mean high waterline of the Henry's Fork of the Snake River; thence along said high waterline, the following forty-two (42) courses: S 28°47'39" W 62.95 feet; thence S 16°56'33" W 146.67 feet; thence S 12°55'41" W 223.58 feet; thence S 10°21'00" W 180.06 feet; thence S 09°20'48" W 160.58 feet; thence S 03°36'13" E 63.17 feet; thence S 03°43'45" E 198.64 feet; thence S 09°19'05" W 106.48 feet; thence S 27°55'52" W 173.52 feet; thence S 39°05'38" W 64.53 feet; thence S 56°17'05" W 87.85 feet; thence S 62°34'20" W 158.30 feet; thence S 62°39'37" W 73.42 feet; thence S 43°44'38" W 67.41 feet; thence S 63°24'37" W 103.84 feet; thence S 55°14'11" W 123.91 feet; thence S 61°31'55" W 107.20 feet; thence S 72°46'09" W 109.71 feet; thence S 79°54'31" W 108.92 feet; thence S 76°54'12" W 128.69 feet; thence S 63°06'14" W 109.93 feet; thence S 74°50'20" W 74.25 feet; thence N 75° 46'56" W 107.94 feet; thence S 74°15'19" W 118.37 feet; thence S 61°44'49" W 88.81 feet; thence S 46°36'21" W 158.47 feet; thence S 41°02'41" W 132.55 feet; thence S 20°34'56" W 265.85 feet; thence S 35°18'39" W 145.03 feet; thence S 45°24'17" W 179.18 feet; thence S 35°11'21" W 129.23 feet; thence S 36°31'05" W 147.51 feet; thence S 33°23'51" W 86.91 feet; thence S 06°13'56" W 159.54 feet; thence S 12°14'15" W 123.09 feet; thence S 09°51'38" W 123.04 feet; thence S 16°20'35" W 104.91 feet; thence S 21°37'41" W 103.10 feet; thence S 08°43'55" W 138.53 feet; thence S 09°25'26" W 107.92 feet; thence S 02°35'57" E 84.47 feet; thence S 14°47'16" W 87.95 feet to the South line of the Southwest 1/4 of the Southwest 1/4 of Section 12 of the aforementioned Township and Range; thence N 89°49'00" W 488.53 feet along said South line to the point of beginning.

Microfilm No. 491151  
Day Oct 20 21  
1:47 O'Clock P  
ABBIE MACE  
\$ 27 FREMONT CO RECORDER AB Dep. +  
Recorded at Request of  
Twin Rivers Land LLC

Together with an easement sixty (60) feet in width for ingress and egress on each side of the north property line of the SW1/4SE1/4, Section 11, Township 9 N, Range 43, E.,B.M.

NOW, THEREFORE, the undersigned does hereby certify and declare that all or any portion of the above-described lots shall be owned, held and enjoyed by the respective owners and grantees thereto their heirs and assigns, subject to the following restrictions:

#### ARTICLE I

1. HOMEOWNERS ASSOCIATION. There shall be a non-profit corporation formed and known as Twin Rivers Ranch Homeowners Association, Inc., hereinafter termed "Association," pursuant to the laws of the State of Idaho. Every lot Owner shall be a Member of the Association.

Membership shall be appurtenant to and may not be separated from Ownership of any lot, and ownership of a lot shall be the sole qualification for Membership.

Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as set out in the By-laws of the corporation and shall be one vote per lot.

The administration of the Twin Rivers Ranch Homeowners Association, Inc., meetings of the Association and officers of the Association shall be as set out in the Articles and By-laws of the corporation.

The board of directors of the Association or a designated agent of the board of directors acting on behalf of the Association shall have all of the powers, duties and responsibilities which are now or may hereafter be provided by this Declaration, including but not limited to the following:

- (a) To make and enforce all administrative rules and regulations covering the operation and maintenance of the Property.
- (b) To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay said persons a reasonable compensation for their services.
- (c) To determine and pay Common Expenses and other expenses of the Association.
- (d) To assess and collect the proportionate shares of Common Expenses and other applicable expenses from the Owners which shall not exceed \$500 per lot without an amendment of these covenants by 51% of the lot owners.
- (e) To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- (f) To open bank accounts on behalf of the Association and to designate the signatures thereof.
- (g) To bring, prosecute and settle litigation for itself, the Association and the Property.

(h) To obtain insurance for the Association with respect to the property, and for the Association's officers, directors and employees, as well as workmen's compensation insurance as needed.

(i) To own, purchase or lease, hold, sell or otherwise dispose of on behalf of the Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and in the operation of the Property.

(j) To keep adequate books and records, which will be available to the Owners for inspection on a reasonable basis.

(k) To do all other acts necessary for the administration, operation and maintenance of the roads, gates, and other Association property, if the same is necessary or desirable to protect or preserve the Property.

(l) The making and collection of assessments of any nature from owners for their share of common expenses (determined pursuant to these Covenants and the other applicable provisions of this Declaration) shall be carried out by the Association in accordance with the following provisions:

i) Shares of Common Expenses. Each Owner of a lot shall be responsible for an equal proportionate share of all General Common Expenses. Such "General Common Expenses" include the following services obtained by the Association: maintenance of the roads, maintenance of a gate or gates, if any, and general maintenance, repair, replacement, improvement, and insurance, including without limitation the cost of liability insurance covering the Association and its directors, officers and employees.

ii) Payment of Assessment; Lien Created. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of twelve percent (12%) per annum. The Association may also impose a late charge of up to five percent (5%) per annum on any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorney fees and all costs and expenses incurred by the Association incident to the collection of such assessments, shall be charged upon the lot involved and shall be a continuing lien upon the lot (including all improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such that at the time the assessment became due or at any time thereafter.

It is expressly understood and agreed that fines for any violation of this Declaration or the rules and regulations of the Association may be assessed against a lot and against an Owner for violation by that owner or by tenants or invitees.

iii) Right to Collect from Tenant. If an Owner shall, at any time, lease his lot and shall be in default for a period of one month or more in the payment of assessments or other charges, the Association may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Association shall discharge such tenant or subtenant from the obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so

paid. The Association shall be fully entitled to demand and receive a copy of the applicable lease agreement.

2. **BUILDING PLANS.** No building shall be erected or placed on any lot until construction plans and specifications showing the location of the building, the elevation of the building, the specifications of the materials to be used, the excavation and drainage plan and landscape design have been submitted to and approved by the board of directors of the Association or its designated agent. The Association directors, or its designated agent, shall review and approve or disapprove the nature, color, quality of design, workmanship, materials, harmony of external design and materials with existing structures and environment, and location, with regard to topography and finish grade elevation. No more than 35% of the exterior covering of any building, exclusive of the roof area, shall be metal, metal sided or vinyl with the exception that vinyl may be used on windows and eaves. There shall be no "A" frame type buildings or prefabricated buildings allowed. All residential buildings shall have vertical exterior walls of at least eight (8) feet in height.

The Association's approval or disapproval of building plans as required in these Covenants shall be in writing and the reasons for any disapproval shall be issued. In the event the Association's directors, or its designated representative, fails to approve or disapprove within forty Five (45) days after plans and specifications have been submitted to it, and all other information reasonably requested by it shall have been supplied, approval shall be deemed to have been granted. The Association Board of Directors shall not have the authority to grant any approval to do any act or thing that is inconsistent with or in violation of these Protective Covenants. The failure of the Association Board of Directors to take any action contemplated or required by the Protective Covenants construct a waiver of any provision hereof.

## ARTICLE II

3. **LAND USE AND BUILDING.** No lot shall be used except for single family residential purposes and related recreational uses. Small inconspicuously placed storage sheds for snowmobiles, ATVs, and motorcycles are allowed. Access to a secondary building shall be from a main driveway to the primary structure. No commercial high traffic activity shall be conducted on or from any lot, except on approval of the Twin Rivers Ranch Homeowners Association, Inc. or its designated agent. No lot, nor any building or structure thereon, shall be advertised or used for lease or rent for any period shorter than one month nor used in any way as a hotel, "bed and breakfast," restaurant or similar activity. The owner of the lot shall be responsible for any damage to the property or adjacent property caused by a tenant. No building shall be erected upon any lot in said parcel of property other than one single-family dwelling, one guest house, one barn or other small building for livestock purposes (with associated corral), one private garage and one shed or storage unit for snowmobiles, boats, motorcycles, all terrain vehicles ("ATVs") or other similar recreational vehicles. No building erected on any lot shall exceed thirty (30) feet in height from the relative grade.

4. **BUILDING ENVELOPES.** The owner of any lot may place a building envelope on his lot directing where any buildings are to be located on the lot which shall be binding upon the owner of the lot. The building envelope must be presented to the board of directors of Twin Rivers Ranch Homeowners Association, Inc., or its designated agent to insure it complies with these protective covenants.

5. RESERVATION OF BUILDING PERMIT. The owner of the property, TWIN RIVERS LAND, LLC, reserves the right to split one lot and use an additional building permit which is being held and will be used on a designated lot in the future.

6. TEMPORARY RESIDENCE. A temporary residence of a camp trailer or similar unit may be allowed for a maximum of one (1) year during construction of a permanent dwelling. Temporary residences and all construction materials must be removed no more than ninety (90) days after final completion of the dwelling or after expiration of a building permit.

The erection or placement of tents, campers, and trailers for use and occupancy on a lot, unless used as a temporary residence during construction of a permanent dwelling, shall be allowed for a temporary period not to exceed three (3) weeks in duration per month as long as they are occupied by guests of the property owner. No such temporary structures shall be allowed if unoccupied for more than two (2) consecutive weeks.

7. CLEARING OF LOTS. Trees or natural vegetation shall not be removed except for construction purposes OR landscaping the property.

8. SATELLITE DISHES. A satellite dish adequate for internet activity may be used on a lot provided it shall be attached to the structure. No other satellite dish or similar transmitting or receiving device shall be permitted on any structure on any lot or in any location other than as expressly provided hereunder. No rooftop antennas, ham radio towers, hanging or exposed utility lines, cable, poles or towers shall be allowed.

9. SIGNS. No permanent signs of any kind shall be displayed to the public view on any lot, except one professional discreet sign showing the owner's name, street number and lot number may be displayed.

10. APPEARANCE OF LOT. No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All materials shall be kept in containers to prevent odors, flies, liquid runoff, blowing debris and animals. No non-usable junk, or scrap vehicles of any type shall be allowed on any lot. Vehicles being altered, replaced or repaired shall be placed inside a garage. All manure from livestock while confined in a barn or corral of less than 2,000 square feet must be removed from the barn or enclosure and either scattered or removed completely from the lot.

An individual lot owner is responsible for garbage pickup and removal to an approved sanitary landfill. If a lot contains any garbage, wastes, or any materials that are unsightly for any period in excess of three (3) weeks or six (6) weeks, if generated during any construction period, Twin Rivers Ranch Homeowners Association may cause the property to be cleaned and the costs of such cleaning, removal, disposition and transportation shall be due and payable from the owner of the lot from which the same was removed, together with interest at the rate of 18% per annum until paid in full.

All propane tanks shall be buried or shielded by a fence from the roadway and neighboring lots.

11. MAINTENANCE OF WILDFIRE PERIMETER. Lot owners shall be responsible for maintaining a wildfire defensible space of no less than thirty (30) feet around each structure. Conifer trees shall be thinned so that crowns do not overlap or touch.

12. NOXIOUS WEEDS. Lot owners are responsible to control all noxious weeds on the lots they own.

13. DRIVEWAYS. Each lot owner shall be required to maintain and clean their own driveway of snow and debris.

14. POWER SUPPLY. Power supply to each building shall be from underground service lines, or by a solar energy collector. A generator may be used during daylight hours for aid in construction. A generator may also be used during power outages or emergencies resulting from natural or man made accidents.

15. OFFENSIVE NOISE. No loud, boisterous, noxious or offensive activities shall be carried upon on any lot, nor shall anything be done thereon which way be of or may become an annoyance or nuisance to the neighborhood.

16. HUNTING. There shall not be any hunting of any type in Twin Rivers Ranch Division No. 1.

17. EASEMENTS. There shall be a thirty (30) foot utility easement on each side from the center of the dedicated roadway and twenty (20) feet from each lot line. Easements for installation and maintenance of utilities such as electric power, telephone lines, and gas lines are reserved so as to provide reasonable and just service to all properties in this subdivision. No structures, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities, or which may change easements. The easement area of all lots and improvements in it shall be maintained continuously by the owner of the lot.

18. WATER SUPPLY. Each individual lot owner shall be responsible for private water supply. Water supply shall be restricted to culinary, lawn irrigation, stock water and landscaping purposes only.

19. SEWERAGE. All residences shall be equipped with approved indoor toilet facilities and shall have a sewage disposal system composed of septic tank, drain field or other approved method of disposal. All sewage systems must have the approval of Idaho District Seven Health Department and adhere to all other applicable federal, state, and local laws.

20. CONSTRUCTION COMPLETION. All exterior portions of a principal residence must be completed no later than eighteen (18) months from the day construction begins. A nine (9) consecutive month construction period for the exterior portion of any guest bunkhouse, garage, or barn shall be allowed.

21. DWELLING AND SET BACK. The ground floor area of the principal residence, exclusive of garage, if any, shall be not less than 1,250 square feet, if the principal residence is only one story, or, if the principal residence is two stories, the main floor of the principal residence shall

491151

not be less than 1,000 square feet and the second floor shall contain not less than 400 square feet of floor space. The ground floor area of any guest structures shall be not less than 500 square feet.

Guest houses, bunkhouses, barns, garages and storage sheds must be constructed of same type, color and quality material as the principal residence unless approved in writing by the board of directors of Twin Rivers Ranch Homeowners Association, Inc or its designated agent.

All structures shall be set back a minimum of 50 feet from the property line adjacent to the principal road, 20 feet from any common shared side yard lot line and 50 feet from any common shared rear yard lot line. Side yard and rear yard lot line limitations provided herein need not be observed in the event the side or rear lot line in question is not adjacent to any other lot.

22. **FENCES:** Wood fences on any lot shall be constructed of pine poles of five-pole buck rail or rail construction. Vinyl fences are allowed. Wire fences are excluded with the exception of single strand electric fencing for stock control.

23. **LOT SIZE.** An original lot may divided once; however, the smallest portion of any lot shall not be reduced to less than two (2) acres. Lot boundaries may be adjusted according to Fremont County Planning and Zoning rules.

24. **MOTOR BIKES, ATVS, SNOWMOBILE RESTRICTIONS.** Motor Bikes, ATVS and snowmobiles are permitted in the subdivision; however, there shall be no consistent lengthy use of ATVs, motorcycles or snowmobiles within the subdivision. No race course shall be erected or permitted on any lot nor shall the roadways in the subdivision be used as a race track or race course.

25. **NUISANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The term "noxious or offensive" shall include, but is not limited to, the open storage of trucks, automobiles, boats, trailers, campers, machinery and other forms of bulk storage not normally associated with the residential use of the property. There shall be no unshielded exterior lighting which interferes with other residences enjoyment of the nighttime environment. No noisy apparatuses of any kind or inoperable vehicle shall be stored on any lot outside of any structure. Any fire or burning on any lot shall be confined to a properly constructed and maintained fire pit.

26. **MAINTENANCE.** All building structures and fences must be properly and consistently maintained.

27. **STORAGE.** Boats, campers, trailers, snowmobiles, ATVs, motorcycles and similar items, are to be stored in appropriate structures unless being used temporarily during the season. Those stored on lots without structures must not be visible from any common roadway.

28. **LIVESTOCK.** Horses, llamas and cattle, are allowed but are limited to no more in the aggregate than one per acre or five per lot, whichever is the lesser. No other livestock animals are permitted including mules, donkeys, sheep, goats, pigs or fowls of any kind shall be kept on any lot, tract, or parcel of property in the subdivision. There shall be no storing of riding or pack animals for guides or outfitters. No animal shall be permitted on any lot unless such animal is under the direct control of the owner or is confined to such lot by a barn, corral, fence, hobbles, tether, leash, training or similar restraint or confinement so as not to trespass on any other lot. The owner of any

lot from which such animal trespasses to any other lot shall be strictly liable for any damages caused thereby. No domestic animals shall be maintained upon any lot other than that of the owner.

Dogs and cats may be kept provided there are no more than two each per household and shall be controlled at all times. Dog barking shall be controlled so as not to be objectionable to a prudent man.

29. WILDLIFE. Twin Rivers Ranch Division No. 1 is a wild animal winter range area for deer, elk and moose. Other animals are also located in the area seasonally. Any complaint involving wild animals shall be made to the Idaho Department of Fish and Game when there is imminent danger to human life or when there has been a large monetary damage to property by wild animals.

30. COVENANTS RUN WITH THE LAND. These Protective Covenants are to run with the land. They shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, whereby the owners agree to change said Covenants in whole or in part

31. ALTERATION OR AMENDMENT OF THESE COVENANTS. The provision of this Declaration may be altered, modified or amended by an instrument in writing signed and acknowledged by FIFTY ONE percent (51%) of the then recorded owners of lots in said Subdivision. Said alteration, modification or amendment shall be effective upon recordation in the office of the Recorder of Fremont County, State of Idaho.


32. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

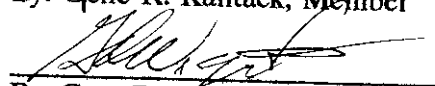
This Declaration shall take effect when recorded with the Recorder of Fremont County, Idaho.

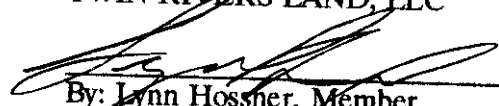
The undersigned, being the owners of all of the lots in the aforementioned parcel of property, do hereby ratify and approve the above Protective covenants and consent to be bound thereby.

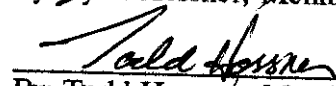
DECLARANT

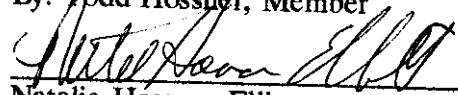
TWIN RIVERS LAND, LLC

  
By: Gene R. Kantack, Member

  
By: Gary R. Wight, Member

  
By: Lynn Hossner, Member

  
By: Todd Hossner, Member

  
Natalie Hossner Elliott



