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When recorded return to:

Curtis R. Ward & Associates, P.C.  
265 East 100 South, Suite 250  
Salt Lake City, Utah 84111  
ATTN: Curtis R. Ward, Esq.

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

WHEREAS, Stonefly Properties, LLC, a Utah limited liability company ("Stonefly") is the record owner of the real property located in Fremont County, Idaho shown on the survey attached hereto as Exhibit "A" and more particularly described on Exhibit "B" attached hereto (the "Entire Property").

WHEREAS, the Entire Property is (or will be divided) into three (3) separate lots as shown on Exhibit "A" as "West Tract", "Mid Tract" and "East Tract" (collectively, the "Lots" and individually, a "Lot").

WHEREAS, Stonefly desires to subject the Entire Property (and each Lot) to the covenants, restrictions, conditions, easements, charges, and liens hereinafter set forth in this declaration of protective covenants, conditions and restrictions ("Declaration").

NOW, THEREFORE, Stonefly hereby declares that the Entire Property and each Lot (and any portion thereof) shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of the improvement, sale, use and enjoyment of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Entire Property or any part thereof.

**A. RESIDENTIAL AREA COVENANTS**

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A-1. Land use and Building Type. No Lot shall be used except for residential purposes. All commercial purposes are strictly prohibited, excepting a home office. All residences erected, altered, placed or permitted to remain on any Lot shall have a private garage for not less than two motor vehicles, and such other guest houses and out buildings of similar type of construction to the house, as may be approved by the Architectural Control Committee or ACC (as those terms are defined below). No Lot or building thereon shall be used as a school, kindergarten, or child day care center. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ACC. No such residence shall be erected, placed or suffered to

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remain upon any Lot, which is more than two (2) stories in height, not including a basement. Although, stone, log and cedar exteriors are preferred to maintain a "rustic" cabin and vacation home atmosphere. The exterior architecture of all structures is to maintain proportion and be able to be considered by a common, reasonable, architect as "normal" design. There shall not be any metal or galvanized "chain-link" fences erected on any Lot.

A-2. Dwelling Size. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date this Declaration is recorded. The total floor area of the main structure shall not be less than 2000 square feet for a one-story dwelling. In the event that a dwelling of more than one story is erected, that dwelling shall have no less than 3000 square feet, excepting that any residence with 2000 square feet or more, shall have no minimum second story square footage requirements. All residences shall have a private garage of not less than two motor vehicles. All square footage calculations shall exclude square footage below grade. Further, all square footage calculations shall be exclusive of garages, basements, and open porches. Exceptions are at the sole discretion of the ACC.

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A-3. Common Areas. "Owner" means the record holder of fee simple title to a Lot, or any portion thereof (including its heirs, personal representatives, successors and assigns). Stonefly, as grantor, hereby grants to each Owner for the benefit of each Lot, as grantee, a perpetual, nonexclusive easement on, over and across that portion of the Entire Property shown as "Common Area" on Exhibit "A" ("Common Area") for the Permitted Uses. "Permitted Uses" means (i) launching and retrieving boats and other water craft, (ii) pedestrian and vehicular access to the river, and (iii) construction, location, use and enjoyment of boat ramps, docks, fire pits, benches, tables, chairs and similar or related amenities. All improvements, changes and modifications of the Common Area shall be subject to the review and approval of the ACC. In addition, Stonefly, as grantor, hereby grants to each Owner for the benefit of each Lot, as grantee, a perpetual, nonexclusive easement for vehicular and pedestrian ingress and egress on, over and across any portion of the existing road located along the western boundary of the Entire Property that accesses the Common Area that may be located on any portion of the Entire Property. In the event it is ever necessary to relocate such road on the Entire Property (or any portion thereof) in order to provide the Owners vehicular and pedestrian access to the Common Area, then the Owners hereby agree that they will grant appropriate easements for such roadway and access. Any costs incurred by any Owner in connection with the maintenance, construction or relocation of such roadway (or easements therefor) shall be split and paid equally by the Owners. In addition, each Owner hereby grants to the other Owners a perpetual, non-exclusive easement for reasonable pedestrian access to the river and the Common Area across the granting Owner's Lot. The Owner's may elect to more specifically identify the location of such access areas by means of trails or a trail system and in such event, the Owner's agree that such access shall be limited to such designated areas.

A-4. Quality and Structure Material. All buildings shall be constructed of materials generally suitable for construction of dwellings of good quality and shall be kept painted, stained or otherwise finished so as to present a pleasing and well cared for appearance. All outbuildings



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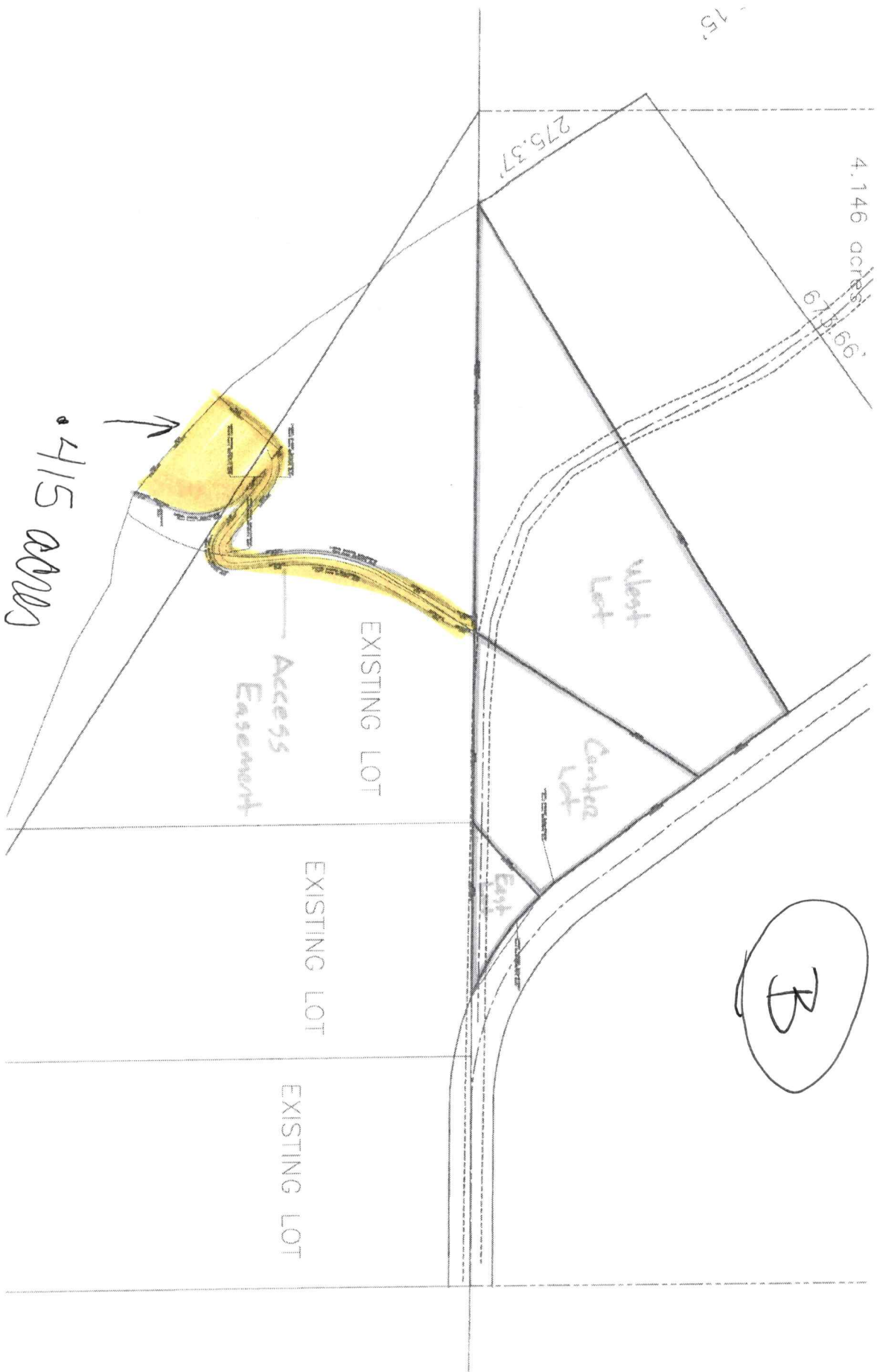
208091 Munson – River's Edge

Fishing access easement

Part of the NW1/4 of the NE1/4 of Section 19, Township 9 North, Range 43 East, Boise Meridian, Fremont County, Idaho, described as:

Beginning on the north line of said Section 19, said point being S89°47'28"E 3249.93 feet along the section line from the NW corner of said Section 19; running thence along said north line S89°47'28"E 16.05 feet; thence S21°02'32"W 27.92 feet; thence S30°52'49"W 91.99 feet to a point of curve; thence along said curve to the left 103.18 feet (Curve data: Radius=167.50 feet, Delta=35°17'43" Chord bears S13°13'57"W 101.56 feet); thence S04°24'54"E 66.60 feet to a point of curve; thence along said curve to the right 56.24 feet (Curve data: Radius=24.00 feet, Delta=134°16'27" Chord bears S62°43'19"W 44.23 feet); thence N50°08'27"W 72.82 feet to a point of curve; thence along said curve to the left 19.10 feet (Curve data: Radius=30.50 feet, Delta=35°53'01" Chord bears N68°04'58"W 18.79 feet); thence S50°03'19"E 30.89 feet to a point of curve; thence along said curve to the right 100.01 feet (Curve data: Radius=75.00 feet, Delta=76°24'01" Chord bears S11°51'18"E 92.76 feet); thence S26°20'43"W 21.60 feet; thence S16°07'23"W 17.67 feet to the bank of Henry's Fork of the Snake River; thence along said bank the following two (2) courses: (1) N53°09'05"W 48.99 feet; (2) thence N46°45'01"W 95.78 feet; thence N41°23'30"E 91.68 feet; thence S50°03'19"E 5.91 feet to a point of non-tangent curve; thence along said curve to the right 45.31 feet (Curve data: Radius=45.50 feet, Delta=57°03'33" Chord bears S78°40'13"E 43.46 feet); thence S50°08'27"E 72.82 feet to a point of curve; thence along said curve to the left 21.09 feet (Curve data: Radius=9.00 feet, Delta=134°16'27" Chord bears N62°43'19"E 16.59 feet); thence N04°24'54"W 66.60 feet to a point of curve; thence along said curve to the right 112.42 feet (Curve data: Radius=182.50 feet, Delta=35°17'43" Chord bears N13°13'57"E 110.65 feet); thence N30°52'49"E 90.70 feet; thence N21°02'32"E 20.92 feet to the point of beginning.

Easement contains 0.415 acres.



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(Space Above For Recorder's Use)

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENT**

WHEREAS, Stonefly Properties, LLC, a Utah limited liability company ("Stonefly") executed that certain Declaration of Protective Covenants, Conditions and Restrictions dated July 13, 2004 ("CCRs") and recorded on July 16, 2004, in the official records of Fremont County, State of Idaho, as Instrument No. 489453 covering that certain real property in Fremont County, State of Idaho, more particularly described in the CCRs ("Entire Property").

WHEREAS, the Entire Property was divided into three (3) separate lots known as the "West Tract," "Mid Tract" and "East Tract" as set forth in the CCRs (collectively, the "Lots" and individually, a "**Lot**").

WHEREAS, on or about July 30, 2007, Stonefly deeded a one half interest in the East Tract lot to

The East Tract lot is more particularly described in that certain Warranty Deed recorded in the records of Fremont County, State of Idaho, as Instrument No. 512071.

WHEREAS, on or about July 28, 2004, Stonefly deeded the Mid Tract lot to Gary E. Mintz. The Mid Tract lot is more particularly described in that certain Special Warranty Deed recorded in the records of Fremont County, State of Idaho, as Instrument No. 489672.

WHEREAS, Stonefly is the record owner of the West Tract lot.

WHEREAS, Drake Munson and Lora Munson, husband and wife (jointly "Munsons"), are the record owner of the real property located in Fremont County, Idaho, abutting the western edge of the West Tract lot (the "**Munson Property**").

WHEREAS, the Parties desire to amend the CCRs as set forth below in exchange for the granting of an easement by the Munsons and Stonefly.

***AMENDMENT***

NOW, THEREFORE, for good and valuable consideration the Parties agree to amend the CCRs and grant an easement as follows:

1. Except as specifically defined otherwise in this Amendment, all of the terms herein shall have the same meaning as contained in the CCRs.

2. The first two sentences of the section titled "A-1. Land Use and Building Type" shall be deleted and replaced with the following:

"No lot shall be used except for residential purposes. All commercial purposes are strictly prohibited, excepting a home office. Transient rental of a home in accordance with Fremont County's transient rental ordinances shall not be considered a commercial use and is permitted."

3. The section titled "A-3. Common Area" is deleted in its entirety and is modified to read in its entirety as follows:

A-3. Grant of Easement. "**Owner**" means the record holder of fee simple title to a Lot, or any portion thereof (including its heirs, personal representatives, successors and assigns). Stonefly, as Grantor, hereby grants to each Owner for the benefit of each Lot, as grantee, a perpetual, nonexclusive easement on, over and across that portion of the West Tract lot and the Munson Property as for the Permitted Uses, and as more particularly described in Exhibit "A" attached hereto (the "Easement"). The Grantor, and the Grantor's heirs, successors, assigns, purchasers, or transferees of any kind, hereby covenant and agree with the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferees of any kind, that the provisions of this Declaration (i) shall run with and bind the Grantor's real property, and (ii) shall inure to the benefit of, and be enforceable (at law or in equity) by each Owner or its successors and assigns. "**Permitted Uses**" means (i) launching and retrieving boats and other water craft and (ii) pedestrian and vehicular access to the river for the purpose of fishing or launching and retrieving boats. Under no circumstance shall Permitted Uses mean parking of any vehicle of any kind on the Easement Property for periods longer than necessary to launch or retrieve a boat. Munson and Stonefly, as grantors, hereby grant to each Owner for the benefit of each Lot, as grantee, a perpetual, nonexclusive easement for vehicular and pedestrian ingress and egress on, over the Easement. Prior to the execution of this Declaration, the Fremont County Board of Commissioners approved an application for a Class II permit to subdivide the 264-acre parcel of land to the north, northwest of the Munson Property and the Entire Property. The approved application provides that Fisherman's Drive, which currently abuts the northern edge of the Munson Property and the Entire Property, shall be moved as set

forth in the Preliminary Plat attached hereto as Exhibit "B". Although the application has been approved, it is unknown whether the existing location of Fisherman's Drive will ever be moved. If Fisherman's Drive is moved as set forth in the preliminary plat and the Lots and Munson Property are extended, the Easement will be extended at a location to be determined by the Munsons. Any costs incurred by Munson, Stonefly and any Owner in connection with the maintenance, construction or relocation of such roadway or Easements therefor shall be split and paid equally by the Owners. Notwithstanding anything herein to the contrary this Grant of Easement shall not be granted to anyone occupying the home of an Owner as a transient rental guest.

4. The parties agree that the CCRs remains in full force and effect in accordance with its respective terms, except as modified herein.

5. The parties agree, that except as specifically set forth herein, the Munson and the Munson Property are not a party to, or bound by the terms of, the CCRs.

6. This Amendment shall be governed by the law of the state of Idaho.

IN WITNESS WHEREOF this First Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Grant of Easement is executed this \_\_\_ day of July, 2011.

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