

## Declaration of Protective and Restrictive Covenants for Teton Heights Subdivision, Division No. 6

### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RIGBY 106, LLC (hereinafter “Grantor(s)”) being the owners of certain parcel of real property situated in Jefferson County, State of Idaho and more particularly described as **Exhibit A** attached hereto and incorporated herein by reference (hereinafter “Property”), which are commonly referred to as Teton Heights Subdivision, Division No. 6, being a Replat of all the lots within Teton Heights Division’s 2-5. Grantor does hereby declare that in order to protect its interest and that of subsequent recorded lot owners and homeowners on said Property, and in order to ensure the uniform and desirable use, occupancy, and improvement on said Property, does hereby impress the Property with the following covenants and restrictions, which supersede and replace any previously recorded covenants and restrictions for the Property:

### ARTICLE I DESCRIPTION, FILING, NAME

**1.1 Land Description:** The Property covered by these restrictive covenants is located in Jefferson County, State of Idaho, and is described in **Exhibit A**, attached hereto and incorporated herein by reference.

**1.2 Plat:** In 2008 a plat was recorded of the Property, dividing it into one-hundred- thirty-nine (139) lots and specifying access roads and easements. On June 30, 2026, a replat was recorded resulting in a total of one-hundred-forty-five (145) lots (hereinafter “Lot(s)”). Uses authorized on the replat are specifically authorized under this document, and the replat and this document shall be construed together.

**1.3 Name of Property:** The Property shall be known by the name of “Teton Heights, Division 6”.

**1.4 Lot Owners:** The term "Lot Owner(s)" refers to any entity or individual(s) holding recorded ownership of a Lot, whether owned by Grantor, conveyed by the Grantor, or subsequently transferred to another owner. For any reference to a percentage of Lot Owners in these Covenants, the percentage will be based on the total number of Lots, regardless of the number of Lots owned by any single entity or individual. Ownership of multiple Lots does not diminish or alter the calculated percentage.

### ARTICLE II PURPOSE AND DECLARATION

**2.1 Purpose:** The Grantor desires to sell the Property in small lots for residential and limited purposes only and desires to impose upon the property mutually beneficial restrictions upon improvement thereto and use thereof. It is the purpose and intent of these covenants to protect and enhance the value, desirability and attractiveness of the Property and to prevent the construction of improper or unsuitable improvements. The restrictions and covenants are imposed in order to:

- (1) Ensure the right of Lot Owner(s) to enjoy their lot in attractive surroundings free of nuisances, undue noise, and danger;
- (2) Ensure the uniform and desirable use, occupancy, and improvements on the Property; and

- (3) Protect the living environment and preserve the values in the Property.

**2.2 Declaration:** The Grantor hereby publishes and declares that all of the Property is held and shall be held, conveyed, sold, leased, and encumbered subject to the covenants, restrictions, limitations and obligations contained in this document for the improvement of the Property, and each part thereto, and the division of the Property into lots, and these covenants, restrictions, limitations and obligations shall run with the land and shall apply to and bind the Grantor and any person acquiring or owning an interest in the Property and improvements thereon, and the grantees, successors, assigns, heirs, devisees, and personal representatives of said Grantor and persons.

### **ARTICLE III** **COMMITTEE**

**3.1 Establishment, Nature, Power and Duties of Committee:** There is hereby established a Building and Design Committee (*hereinafter referred to as the "Committee"*). The Committee shall have the duties and powers to approve variations and amendments to this document, and enforcement of the covenants, conditions and restrictions herein. The decision of the Committee in approving or denying said plans by majority vote shall be final and binding.

**3.2 Committee Structure:** The Committee shall be composed of three (3) or (5) members. Initial Committee members shall be selected by Grantor at Grantor's sole discretion. Unless an Association as described in Section 6 is formed, replacement Committee members may be nominated by existing Committee members and approved by a majority vote of Committee members.

**3.3 Committee Submittals:** Lot Owner(s) shall submit in documented form all construction and/or improvement plans to the Committee in the format of construction plans, plot plans, maps, and/or other illustrations requested by the Committee that demonstrate the compliance with:

- (1) Building envelope as described in Section 4.1;
- (2) Building standards and quality as described in Section 4.2;
- (3) Residence size & garages as described in Section 4.3;
- (4) Property use as described in Section 4.4;
- (5) Outbuildings as described in Section 4.5;
- (6) Well water and septic tanks as described in Section 4.6;
- (7) Sidewalk as described in Section 4.7;
- (8) Minor common boundary adjustments as described in Section 4.8; and
- (9) Landscaping as described in Section 4.9.

**A Lot Owner shall not begin construction on any improvements until the Lot Owner has received approval from the Committee. The Committee's approval shall be in writing and shall have an "approved plan" signature.**

**3.4 Variance:** Except as provided by Section 4.6, Lot Owner(s) may request a variance for improvements or obligations designated in Sections 4 & 5, by making the request in writing to the Committee. Such request shall include why the Lot Owner feels the variance is necessary, including the extenuating circumstances, lot size, lot shape, and topography or other circumstances that make strict application of the restrictions impractical or difficult. The prime concern of the Committee will be ensuring

design, finish, and location harmonize with and complement the natural environment to the fullest extent practicable. Any variance request must not conflict with any governmental building or other applicable codes.

**3.5 Committee Review Process:** Upon receipt of a complete submittal, the Committee shall act and decide within twenty-one (21) days of the date of submission of any written plan for approval, variance or any other issue. If the submittal is not approved, the requested construction, placement, intended addition, and/or improvement to any lot shall not be undertaken. If the Committee fails to act within this timeframe, the matter shall be deemed to have been approved. The Committee's approval or disapproval shall be in writing. The following are *examples* of reasons for disapproval:

- (1) The design, color scheme, or materials of a proposed residential dwelling, building or improvement is not in harmony with the intended or actual general surroundings of the lot or with the adjacent buildings, structures, or other residential dwellings.
- (2) The proposed improvements or any part thereof would, in the opinion of the Committee, be contrary to the best interest and welfare or rights of all or part of the other Lot Owner(s).

**3.6 Compliance:** Any questions of dispute as to whether a particular Lot is being used within these restrictions shall be submitted to the Committee in writing. The Committee shall make its determination within twenty-one (21) days.

**3.7 Non-Liability of the Committee Members:** Neither the Grantor, nor the Committee, nor its members shall be liable to any future Association or to any Lot Owner(s) for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of the aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the entire development generally. The Committee shall take into consideration the landscaping, color schemes, exterior finished materials, and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with any building or other applicable codes. Approval or disapproval shall be by majority vote of the Committee

#### **ARTICLE IV** **IMPROVEMENTS**

The following improvements must be submitted and approved by the Committee.

**4.1 Building Envelope:** No dwelling residence shall be located on any lot nearer to lot boundaries or roadways than the applicable ordinance permits.

**4.2 Building Standards and Quality:** It is the intention and purpose of these covenants to ensure that all dwellings are consistently high quality of workmanship and materials and of a uniform standard of construction. Accordingly, all units shall be of a “stick built” or frame construction. Mobile homes, manufactured housing, modular homes, log, log siding homes and temporary structures are specifically NOT PERMITTED.

To ensure aesthetic harmony and architectural integrity within the subdivision, the exterior

finish of all personal dwellings shall be brick, stone, stucco or prefinished siding, such as steel, aluminum, vinyl, or cement siding. Thirty percent (30%) of the total vertical surface area of the front elevation, excluding windows, doors, and garage openings shall comprised of brick, stone, or stucco. No wood siding shall be permitted. The construction of all residences shall include no less than two (2) gables and trusses with no less than a 6/12 roof pitch.

The construction of all residences, when commenced, shall be completed with reasonable promptness not to exceed one (1) year, and an unfinished building shall not be left on the Property. All dwellings shall be of good quality workmanship and materials; moreover, all residences shall be in compliance with applicable building codes and have appropriate and lawful sanitation facilities.

**4.3 Residence Size & Garages:** For a single-story residence (with or without a basement), exclusive of open porches and garages, the ground floor shall not be less than 1,400 square feet. No split-level residences are permitted. For a two-story residence, the area of the ground floor should not be less than 1,000 square feet, unless the second story is considerably larger than the ground floor, exclusive of open porches and garages. It is further required that no residence whatsoever, shall be constructed or placed on any lot without at least an attached two (2) car garage.

**4.4 Property Use:** None of the Property nor any fraction thereof shall be improved, used, or occupied for any purpose other than for private residential purposes, except as herein provided, and such restrictions to private residential purposes shall include, but not be limited to, the following specific covenants and restrictions:

- (1) Except as permitted by county ordinance/code, not more than one residential dwelling shall be constructed upon each lot, and all lots within the Property shall be owned and used primarily for single-family residential purposes. Any primary residence constructed on any lot shall be a detached single-family residence not to exceed two (2) stories in height.
- (2) Notwithstanding the foregoing, accessory dwelling units are permitted, provided such are constructed in compliance with Jefferson County code.
- (3) Duplexes are impermissible. Residential dwellings including an internal accessory dwelling unit shall maintain the appearance and primary purpose of a single-family residential dwelling.

**4.5 Outbuilding Standards:** All outbuildings and similar structures shall, when commenced, be completed within a reasonable time not to exceed eighteen (18) months, and shall not be left in an unfinished or unsightly condition. The design of each shall be in harmony with the residence and surroundings, as determined by the Committee or Association. No outbuilding or similar structure may be built closer than ten (10) feet to any Property boundary or to any boundary of any lot therein and shall not be located upon those well and septic areas designated as such by the Well and Septic Improvement Plans referenced in Section 4.6.

**4.6 Well Water and Septic Tanks:** It will be the responsibility of the Lot Owner(s) to hire a Professional Land Surveyor to mark the drainfield area as per the Teton Heights, Division No. 6, Well and Septic Improvement Plans recorded as Instrument No. 492361, Rigby, Jefferson County, Idaho, prior to Septic System Installation and Inspections. No well shall be placed or constructed in a manner that would prevent the reasonable placement or development of wells or septic drainfields on other Lots within the Property. All water wells and septic systems shall be installed by a contractor explicitly approved by the appropriate agency and/or political subdivision of the State of Idaho.

**4.7 Sidewalks:** Each Lot Owner shall install a walking sidewalk at least four (4) feet wide across the front of the Property approximately eleven (11) feet from the edge of the county road and to be attached to and interconnect with each lot's sidewalk in such a way as to continue along all front Property lines. These sidewalks must be finished prior to certificate of occupancy issuance.

**4.8 Lot Size:** The Property was subdivided into lots of approximately 6/10 acre in size. No Lot, as delineated on the filed replat, or as contained in the original deed of conveyance from the Grantor, shall be subdivided or in any way reduced in size. This shall not prevent adjoining Lot Owners from making minor adjustments in their common boundary, provided that each such adjustment must be approved in writing by the Committee, established herein, prior to requesting a Plat Amendment from the presiding jurisdiction and must be in harmony with the general character of the Property and shall not be detrimental to the planning concepts contained in this document.

**4.9 Landscaping:** Seasonal weather permitting, all Lot Owners must complete the landscaping of the front, sides, and rear yards of their property at the time of construction or upon receiving the certificate of occupancy. If seasonal weather is prohibitive, landscaping shall be completed within one (1) year from the date of issuance of the certificate of occupancy. The landscaping includes the installation of underground sprinkler systems, grass, plants, trees, shrubs, and other approved landscaping features that enhance the aesthetic appeal and environmental quality of the property. The front yard landscape shall include at least two (2) trees, either pine, maple, spruce, ash or elm. If any Lot Owner fails to complete landscaping within one (1) year from the date of the certificate of occupancy, upon approval of the Committee and upon Order of the District Court, other Lot Owner(s) and their agents shall have a right of entry during reasonable daytime hours for the sole purpose of causing installation of reasonable landscaping on the Lot comparable to that otherwise approved by the Committee in the subdivision and to bill the non-complying Lot Owner for the cost and record liens for recovery of the same (including all court costs, lien recording fees, and reasonable attorney fees that may be incurred in collecting from the non-complying Lot Owner the cost incurred, with interest accruing thereon at the legal rate of interest). Upon completion, Lot Owner(s) are responsible for the ongoing maintenance of the landscaping on their property to ensure that it remains in good condition and does not detract from the overall appearance of the subdivision. Diverse kinds of landscaping shall be permitted; however, the Property shall not be permitted to be overgrown with noxious weeds nor continuously left in an uncared-for condition. Any plantings must be reasonably maintained by the Lot Owner. Leafy spurge, bull thistle and all other noxious weeds must be controlled by each Lot Owner, and no unkept yards shall be allowed.

## **ARTICLE V** **SPECIFIC USE RESTRICTIONS**

Although no submissions or approvals are required from the Committee, unless otherwise permitted by law the following specific use restrictions apply to all Lots and are enforceable:

**5.1 Fences, Mailboxes, Satellite Dishes, and Solar Panels:** All fences shall be designed and constructed so as to be compatible with the property and shall not protrude in front of any portion of the front elevation of the house at any point. Except as provided herein, all fences shall be constructed of wooden, vinyl, or masonry materials. Fences shall be maintained and kept in safe and sightly condition. All fences shall be designed and constructed so as to not constitute a nuisance or offensive screening from

neighbors and public view. Mailboxes shall be in harmony and compliance with the theme of the residence and must adhere to the applicable specifications of the U.S. Postal service. Each Lot Owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times. Satellite dishes shall not be placed anywhere within the front boundaries of any residence. Solar panels or collectors must be parallel to a roofline, conform to the slope of a roof, and any frame, support bracket, or visible piping or wiring thereof shall be painted to coordinate with the roofing material.

**5.2 Short Term Rentals:** Renting any portion of a dwelling or lot on a short-term basis, defined as less than thirty (30) days, shall follow the more restrictive requirements between state or local law. Nothing herein shall be interpreted as prohibiting the use of any lot for short-term rentals unless otherwise prohibited by law.

**5.3 Temporary Residences and Recreational Vehicles:** No structure of temporary character, recreational vehicle, camper unit, or trailer may be used on the Property for a period in excess of ninety (90) days in a calendar year. No basement, tent, shack, garage, barn, or the like, or other outbuilding or structure erected or placed on the Property shall, at any time be used as a residence, either temporarily or permanently; except, temporary, recreational camping by family members and guests, on a non-commercial and non-offensive basis, is allowed for a time period not to exceed two (2) weeks in a calendar year. Lot Owner(s) actually residing in a residential dwelling on a lot may park or leave upon their lot their personal travel trailer or other recreational vehicle. Guests and visitors may temporarily, for a time period not to exceed two (2) weeks in a calendar year, park recreational vehicles on a Lot, but no commercial rental of space for such vehicles may be undertaken.

**5.4 Animals and Agricultural Usage:** No livestock or animals of any kind or character shall be kept or maintained on the Property except the following may be allowed with each dwelling residence:

- (1) Each family actually residing in a house on a lot shall be allowed no more than three household pets, and all household pets shall be kept in an enclosure or under control at all times; and
- (2) The keeping of not more than eight (8) domestic hen chickens is permitted in the rear yard, and all chickens shall be restricted to the Lot Owner's rear yard.

All household pets shall be kept in an enclosure or on a leash, kennel, or fenced area. Pet houses or chicken coops are allowed provided that both the pet house or chicken coop and its surroundings are kept in a neat and orderly fashion and are in harmony with the house and any outbuildings.

Under no circumstance shall any swine, goats, roosters, or sheep be permitted to be kept or maintained on the Property. Under no circumstances shall any animals be bred and/or maintained on the Property for any commercial purpose.

No commercial truck farming, fruit raising or greenhouse operation shall be utilized or maintained on the Property, temporarily or otherwise. There shall be no storage of farm machinery, farm trucks, or other agricultural equipment on the Property.

Crops and other agricultural products shall not be stored on the Property, except for personal family or household use, and the storage of those products on the Property for such use shall not be visible from the street.

**5.5 Noxious Activities:** No noxious or offensive activity shall be carried on or upon any portion of the Property, nor shall anything be put thereon which may be or may become an annoyance or nuisance to any of the other Lot Owner(s). No noxious or offensive operation and/or business or trade of any kind, even if allowed by municipal, county or state law or zoning, shall be allowed or maintained on any lot.

This provision shall not act to preclude the use of a home office, provided such use is in conformance with the applicable zoning ordinances and further does not result in associated business traffic as further delineated by Section 5.8. In case of a dispute, at the request of any Lot Owner, the Committee or Association (in the event of formation of the same) may make the final determination of what constitutes a nuisance. No Lot Owner shall cause or allow the origination of excessive odors or sounds from his or her lot, and no Lot Owner shall cause or allow any nuisance of any kind whatsoever to exist on his or her lot. This provision shall not act to deprive any landowner(s) of any right to private civil enforcement or injunctive relief, consistent with Section 7.4 below.

**5.6 Garbage and Refuse Disposal:** Rubbish, garbage or other waste shall be kept and promptly disposed of in a sanitary and regular manner, with all associated containers being kept in a clean and sanitary condition. No rubbish, garbage or other waste (including, but not limited to, landscaping waste such as grass clippings, rocks, gravel, dirt, concrete wash out areas, and lumber) shall be placed or dumped on any vacant lot or upon any canal right of way or any other easement or right of way. All garbage and refuse must be kept in receptacles of an approved design and placed in uniform locations out of site of the general public. Said garbage and refuse must be disposed of at least weekly. Each Lot Owner will be responsible for maintaining his or her receptacles. No weeds, garbage, or refuse piles, discarded articles, or other unsightly objects shall be placed or suffered to remain on any parts of any lot, including vacant lots. When the construction of any building has begun, waste or debris associated with said construction must be kept reasonably and timely piled and removed. Burning of trash in outside receptacles is prohibited. No inoperable vehicles will be allowed to be parked on a lot for more than sixty (60) days.

**5.7 Signs and Flags:** No sign of any kind shall be displayed to the public view on any lot except:

- (1) One (1) sign of not more than one square foot (1ft<sup>2</sup>) showing the Lot Owner's name and conventional house address or number; or
- (2) One (1) professional sign of not more than five square feet (5ft<sup>2</sup>) advertising the lot for sale or rent;
- (3) Political signs of not more than five square feet (5ft<sup>2</sup>); or
- (4) Signs of the Grantor, or approved by the Grantor, to advertise the property during the construction and sales period of the property.

Flags are permissible provided they are displayed on a flagpole attached to a dwelling or a freestanding flagpole. Flagpoles must be harmonious to the dwelling and constructed of permanent, long-lasting materials. Flags and flagpoles must be maintained in good condition, shall not be placed so as to damage any objects or structures by accidental contact, and shall not obstruct neighboring views.

**5.8 Use of Residential Property for Home-Based Businesses:** Lot Owners may use a portion of their residences for home-based businesses, subject to the following conditions and subject further to applicable local ordinance and regulations. The business must be incidental and secondary to the primary residential use of the property. No more than ten percent (10%) of the total floor area of the dwelling may be used for business purposes. All home-based businesses must comply with applicable local, state, and federal laws, including zoning ordinances, licensing requirements, and health and safety regulations. The operation of the business must not alter the residential character of the property or the subdivision. This includes ensuring that there is no excessive noise, odor, vibration, smoke, dust, or other nuisances that could disturb neighboring residents. The business must not generate significant additional traffic or require parking beyond what is typical for a residential property. Parking for clients or customers must be accommodated on the Lot Owner's property and must not obstruct public or private streets. No signage advertising the business may be

displayed on the exterior of the property. The business must be operated primarily by residents of the dwelling. The employment of non-resident individuals on the premises is limited to two persons at any given time. Examples of home-based businesses may include, but are not limited to, the following:

- (1) Home Offices: Professional services such as consulting, accounting, legal services, graphic design, software development, or other similar activities that can be conducted primarily through computer, telephone, or other communication tools.
- (2) Hair Salons and Barber Shops: Small-scale beauty services, including haircuts, styling, nail services, and other related personal grooming services.
- (3) Tutoring and Educational Services: Private tutoring, music lessons, language instruction, or other educational services provided to individuals or small groups.
- (4) Cottage Food Operations: The preparation and sale of food items such as baked goods, preserves, or other homemade foods, provided they comply with all applicable health regulations and licensing requirements.
- (5) Health and Wellness Services: Personal fitness training, yoga instruction, massage therapy, or other wellness-related services, provided that they are limited to individual or small group sessions.
- (6) Artistic and Craft Businesses: Creation and sale of art, crafts, jewelry, or other handmade goods, as well as offering related workshops or classes on a small scale.
- (7) Photography and Videography Services: Professional photography or videography services, including the editing and production of visual content, with client meetings or sessions held on an appointment-only basis.
- (8) Pet Grooming and Care: Grooming, training, or other pet care services, provided that all activities are conducted indoors and do not result in excessive noise, odors, or other disturbances to neighbors.
- (9) Home-Based Retail: Sale of goods such as clothing, accessories, or home decor, conducted primarily through online platforms, with minimal on-site client interaction.
- (10) Freelance and Consulting Services: Services such as writing, editing, marketing, web development, or other professional consulting services that are largely conducted off-site or online.

## **ARTICLE VI** **HOMEOWNERS ASSOCIATION**

**6.1 Creation:** Upon approval by sixty-six percent (66%) of Lot Owners, a homeowners association (“Association”) may be created for the purpose of maintaining the standards and enforcing the covenants and restrictions contained in this document and for such additional purposes as its membership shall from time to time deem necessary or proper.

**6.2 Membership:** All Lot Owner(s) within the Property shall, by acceptance of their deeds, become members of the Association with one (1) vote existing per lot. Said membership shall subject all Lot Owner(s) to the rules and regulations of the Association. Each Lot Owner shall be deemed to covenant and agree to pay to the Association any annual or special assessments. The said annual or special assessments, together with interest thereon and costs of collection, shall be a continuing lien on the property affected and shall also be a personal obligation of the Lot Owner on the date when the assessment is due.

**6.3 Powers of Association:** The Association shall have, in addition to those powers and authority contained elsewhere in this document, the following powers and authority:

- (1) To enforce and provide for the enforcement of the covenants contained herein, including imposing fines and liens;
- (2) To provide for the common protection and security of the Property;
- (3) To designate committees for carrying out specific delegated duties;
- (4) To assess and collect from all recorded owners such monetary sums as may be reasonably necessary or proper to enforce and provide for the enforcement of the covenants contained herein; and
- (5) To assume the duties and powers of the Committee upon organization or to designate a committee of no more than five (5) Lot Owner appointees to preside over those matters set forth in Article III.

Except as specified elsewhere in this document, the matters set forth in this subsection may be effected upon majority vote, fifty-one percent (51%) or greater, of a quorum of Lot Owners providing all Lot Owners were given notice and opportunity to vote. Dissolution of the Association or modification of its powers shall require approval of sixty-six percent (66%) of Lot Owners.

## **ARTICLE VII** **DURATION, AMENDMENT, INTERPRETATION, ENFORCEMENT**

**7.1 Initial Term:** These covenants and restrictions shall remain in force and be binding upon the property and run with the land and Grantor(s) and subsequent Lot Owner(s) that acquire any interest in any of the property, or any lot, portion or parcel thereof shall be subject to these covenants and restrictions for a period of twenty (20) years from the date this document is recorded in Jefferson County Idaho, and, at the expiration of said twenty (20) year time period, these covenants shall be automatically extended for successive periods of ten (10) years each.

**7.2 Amendment:** This document may be changed, modified, or amended by sixty-six percent (66%) of Lot Owners during any term or extended term thereof by a written instrument signed by said Lot Owners and properly recorded in Jefferson County, Idaho. Said change, modification, or amendment will be effective upon recording.

**7.3 Saving Clause:** The provisions of this declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof. The failure of any party, owner, or entity to enforce any covenant or restriction shall not constitute a waiver or abrogation of said covenant or restriction.

**7.4 Enforcement:** Enforcement of these covenants and restrictions shall be by proceedings at law or equity against any person or persons, owner or owners, violating or attempting to violate any covenant or restriction herein, and such proceedings may be either to recover damages or to restrain or both. Such proceedings may be brought by the Grantor, Committee, Association, or any Lot Owner(s). If a Lot Owner is found to be in violation of these covenants and restrictions, reasonable attorneys fees shall be awarded to the enforcing party(ies).

**7.5 Development and Sale:** The Grantor reserves the right to use any unsold lots or divisions for



## EXHIBIT A

A Parcel of Land Situated in Jefferson County, State of Idaho, Township 4 North, Range 39 East of the Boise Meridian, Section 29, More Particularly Described as Follows:

Beginning at the Southwest Corner of Section 29, Township 4 North, Range 39 East, B.M.

Thence N00°05'32"W along the West line of Section 29 for a Distance of 2640.45 Feet to the East Quarter Corner of said Section 29;

Thence N89°44'45 "E along the North line of the Southwest Quarter (SW1/4) of said Section 29 for a Distance of 1811.19 Feet to the True Point of Beginning.

Thence N89°44'45"E along said North line for a Distance of 2148.79 Feet to the Northeast Corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section 29;

Thence S00°04'41"W for a Distance of 1979.68 Feet to the Southeast Corner of the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 29;

Thence S89°43'58"W for a Distance of 1318.03 Feet to the Southeast Corner of the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 29;

Thence S89°44'14"W for a Distance of 1318.03 Feet to the Southwest Corner of the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 29;

Thence N00°02'08"W along the West line of the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 29 for a Distance of 405.97 Feet;

Thence N41°44'37"E for a Distance of 130.46 Feet;

Thence N00°00'00"E for a Distance of 370.97 Feet;

Thence S84°25'32"E for a Distance of 379.11 Feet, said point being the beginning of a Curve Left, Delta = 09°40'00" Radius = 1904.24' Arc = 321.27' for a Chord Distance of 320.89 Feet and a Chord Bearing of N00°44'28"E, said point being the beginning of a Curve Right, Delta 11°00'00" Radius =

1999.94' Arc = 383.96' for a Chord Distance of 383.37 Feet and a Chord Bearing of N01°24'28"E;

Thence N06°54'28"E for a Distance of 307.06 Feet, said point being the beginning of a Curve Left, Delta = 30°00'00" Radius = 230.00' Arc = 383.96' for a Chord Distance of 119.06 Feet and a Chord Bearing of N08°05'32"W;

Thence N23°05'32"W for a Distance of 19.63 Feet to the True Point of Beginning, Containing 106.66 Acres More or Less.