



TAX DEED SALE

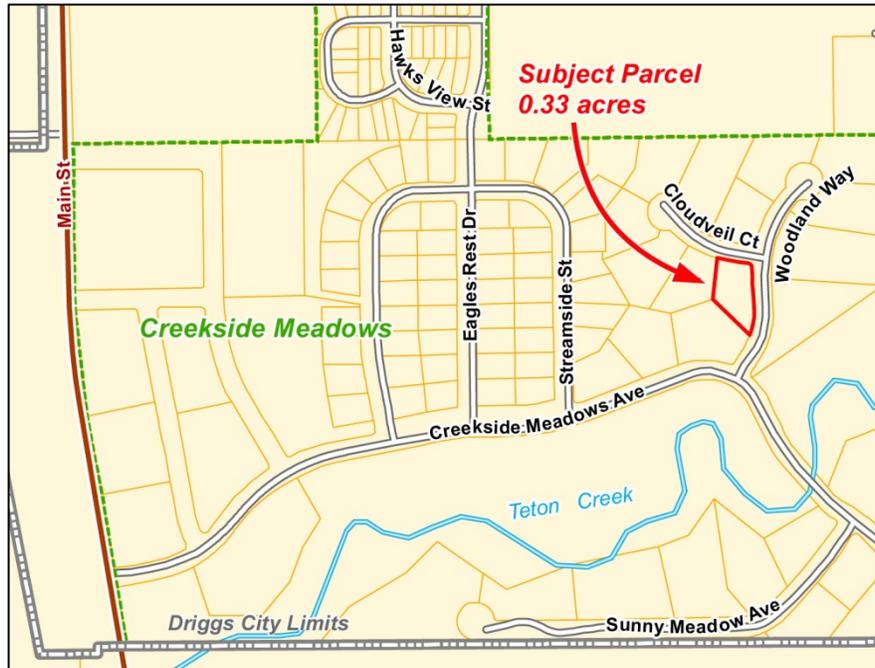
Property Auction July 11, 2013 - 1:00pm
Teton County Courthouse

ITEM #1 - Parcel # RPA02270070040A
Creekside Meadows PUD – 820 Woodland Way, Driggs, ID 83422

Legal Description: Lot 4, Block 7 – Phase II (Sec 35, T5N, R45) - .33 Acre
Delinquent Tax Payer: Marshal McInnis & Leslie A. Tidwell

Disclaimer: Property Will Be Sold As Is. Due Diligence & Financing is Buyer's Responsibility.

STARTING BID PRICE \$ 4,000.00



3/28/13

TAX DUE INQUIRY

09:17:50

PARCEL NUMBER RP A02270070040 A

INTEREST AS OF DATE 7/11/2013

NAME TETON COUNTY

LEGAL LOT 4 BLK 7
CREEKSIDE MEADOWS PUD
PHASE II
SEC 35, T5N, R45

ADDR 150 COURTHOUSE DRIVE

DRIGGS

ID 83455

TAX KEY	YEAR	BILL#	TAX	LATE	INTEREST	COST	TOTAL
RPA02270070040A	12 FH	3335	181.69	3.63	11.70		197.02
RPA02270070040A	12 SH	3335	181.69	3.63	11.70		197.02
RPA02270070040A	11	18460	337.46	6.74	63.14		407.34
RPA02270070040A	10	2397	299.62	6.00	92.74		398.36
RPA02270070040A	09	3385	340.22	6.80	146.94		493.96
RPA02270070040A	08	2335	290.78	5.82	161.18		457.78

CURRENT DUE: 2,151.48 TOTAL DUE: 2,151.48 Bottom

Enter=ReStart F3=Exit F7=PM Inq F8=TM Inq F9=Print Bill F20=All Searches

F1=Help F15=Print Report F6=TOGGLE 2ND LINE F4=TAX COMMENTS

TAX DEED

For 2008 Delinquent Taxes

WHEREAS, on June 25, 2012 a delinquency hearing for the issuance of a Tax Deed was duly and regularly held pursuant to IDAHO CODE 63-1006D, as appears in the records of the Teton County Recorder at Driggs, Idaho. and is recorded in County Commissioners Minutes; and
WHEREAS, as a result of said hearing the Board of County Commissioners in and for Teton County did direct that the Teton County Treasurer Shall issue this Tax Deed in favor of Teton County for the herein described property; and
WHEREAS, the name and address of the former record owner or owners of said described property is:

MCINNIS, MARSHAL
P O BOX 534
DRIGGS, ID 83422

MCINNIS, MARSHAL
P O BOX 2201
KETCHUM, ID 83340

NOW, THEREFORE, in consideration of the aforesaid and by reason of IDAHO CODE 63-1006D, Bonnie C. Hatch, the duly elected and qualified Treasurer in and for Teton County, Idaho does hereby grant, convey, transfer, release and remise unto Teton County, Idaho, whose current address is 150 Courthouse Drive, all right title and interest to the following described property :

RPA02270070040A
LOT 4 BLK 7
CREEKSIDE MEADOWS PUD
PHASE II
SEC 35, T5N, R45

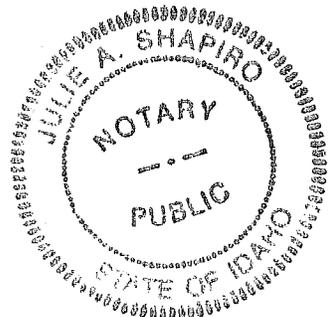
Instrument # 222705

TETON COUNTY, IDAHO
6-25-2012 02:40:00 No. of Pages: 1
Recorded for : TETON COUNTY TREASURER
MARY LOU HANSEN Fee: 0.00
Ex-Officio Recorder Deputy *J Shapiro*
Index to: TAX DEED

Bonnie C. Hatch
Bonnie C. Hatch

On this 25th day of June, 2012, before me, Julie A. Shapiro, in and for said Teton County, State of Idaho, personally appeared Bonnie C. Hatch known to me to be the County Treasurer and ex-officio Tax Collector of said Teton County, and who executed the within instrument as such, acknowledged to me that Bonnie C. Hatch executed the same as such officer.

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



Julie A. Shapiro
Notary Public

Residing at: Victor

Commission Expires: 11/23/2013

AFFIDAVIT OF COMPLIANCE

For 2008 Delinquent Taxes

Instrument # 222588

STATE OF IDAHO

TETON COUNTY, IDAHO
6-15-2012 04:30:00 No. of Pages: 7
Recorded for : TETON COUNTY TREASURER
MARY LOU HANSEN Fee: 0.00
Ex-Officio Recorder Deputy
Index to: AFFIDAVIT OF COMPLIANCE

} ss.

Teton County

Bonnie Hatch, County Treasurer and Tax Collector being first duly sworn, deposes and says as follows:

1. That affiant is duly elected and qualified Tax Collector in and for Teton County, State of Idaho.
2. That affiant has complied with the provisions of Section 63-1005, Idaho Code by reason of the following:
 - a. On April 5, 2012, affiant served or caused to be served a copy of Notice of Pending Issue of Tax Deed by registered or certified mail with receipt demanded upon the record owner or owners and /or any party in interest demanding notice for the following described property:

RPA02270070040A
LOT 4 BLK 7
CREEKSIDE MEADOWS PUD
PHASE II
SEC 35, T5N, R45

MCINNIS, MARSHAL
TIDWELL, LESLIE A
P O BOX 534
DRIGGS, ID 83422

MCINNIS, MARSHAL
TIDWELL, LESLIE A
P O BOX 2201
KETCHUM, ID 83340

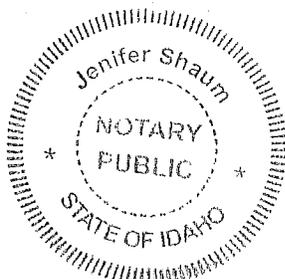
A copy of said return is attached hereto as Exhibit A, and hereby incorporated by reference herein.

- b. Said Notice was returned undelivered and after reasonable and diligent search and inquiry by affiant the record owner or owners of the above described property was not found. A copy of said return showing undeliverable is attached hereto as Exhibit(s) _____.
 - c. Said Notice was served by publishing a copy thereof in the _____ for four (4) consecutive weeks, beginning on _____, and ending on _____. A copy of Affidavit of publication is attached hereto as Exhibit(s) _____.
 - d. All other Notices have been given as required by law.
3. That a copy of said Notice is attached as Exhibit B, and that the total amount of unpaid taxes, penalty, interest, cost and fees up to the date of hearing is \$630.64. Exhibit B.


County Treasurer and Ex-officio, Tax Collector
for Teton County, State of Idaho

On this 15 day of June, before me, Jennifer Shaum, in and for said Teton County, State of Idaho, personally appeared Bonnie Hatch known to me to be the County Treasurer and ex-officio Tax Collector of said Teton County, and who executed the within instrument as such, and acknowledged to me that Bonnie Hatch executed the same as such officer.

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




Notary Public
Residing at: Driggs Idaho
Commission Expires: 7/16/2016

1/10/13



Litigation Guarantee

ZB-08001902

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, for the fee paid for this Guarantee, the number, amount, and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public record on the effective date stated herein,
Policy Number

1. The title to the herein described estate or interest was vested in the vestee named in Schedule A, subject to the matters shown as Exceptions herein in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee is issued with the expectation that, within 60 days and based upon the facts set forth herein, a Notice of Trustee's Sale will be prepared and recorded or an action will be commenced in a Court of competent jurisdiction. If a Notice of Sale is not recorded or such action is not commenced, all liability and obligation of the Company hereunder shall cease and terminate 60 days after the effective date shown herein or as may have been extended by endorsement hereto. If for purposes of preparing a Notice of Sale, notice of the trustee's sale must be given pursuant to Idaho Code Section 45-1506, Schedule C may be provided for informational purposes.

This Guarantee shall not be valid or binding until countersigned below by an authorized officer or agent of the Company.

Issued through the Office of:
Teton County Title, LLC
65 South Main Street
Driggs, ID 83422
(208) 354-5050

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Countersignature

By  President

Attest  Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": The land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public record": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of This Guarantee

The company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or right to maintain therein vaults, tunnels, ramps, or any other structure or improvement or any rights or easements therein unless such property, rights, or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

- (a) The company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable there under and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle, or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or

tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee, or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

10. Fee

The fee specified on the face of this guarantee is the total fee for title search and examination for this Guarantee.

SCHEDULE A

Order Number: 60160

Guarantee No.: ZB-08001902

Liability: \$10,000.00

Fee: \$200.00

1. Name of Assured:

Teton County Treasurer

2. Date of Guarantee:

March 22, 2012 at 8:00 AM

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:

General taxes for the year 2008, a lien in the amount of \$290.78, of which the first and second installments are DELINQUENT with interest and penalties due.

General taxes for the year 2009, a lien in the amount of \$340.22, of which the first and second installments are DELINQUENT with interest and penalties due.

General taxes for the year 2010, a lien in the amount of \$299.62, of which the first and second installments are DELINQUENT with interest and penalties due.

4. The estate or interest in the land which is covered by this Guarantee is:

Fee Simple

5. Title to the estate or interest in the Land is vested in:

Marshal McInnis, an unmarried person as to 60% undivided interest and Leslie A. Tidwell, an unmarried woman as to 40% undivided interest

6. The Land referred to in this Guarantee is described as follows:

Lot 4, Block 7, Creekside Meadows Phase II, as shown on the official plat thereof, recorded February 24, 2006, as Instrument No. 153213, records of Teton County, Idaho.

LITIGATION GUARANTEE

SCHEDULE B

Order Number: 60160

Guarantee No: ZB-08001902

Defects, liens, encumbrances or other matters affecting title:

PART I

1. General taxes for the year 2011, a lien in the amount of \$337.46, of which the first installment is DELINQUENT with interest and penalties due and the second installment is DUE on or before June 20, 2012.

General taxes for the year 2012, a lien due but not yet payable..
2. The land is in Fremont Madison Irrigation district and is subject to the payment of taxes or assessments levied by said district. No Search has been made.
3. Levies and Assessments of Creekside Meadows Homeowners Association.
4. Electric Line Right of Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded July 23, 1979 as Instrument No.83701, records of Teton County, Idaho.
5. Electric Line Right of Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded July 23, 1979 as Instrument No.83702 records of Teton County, Idaho.
6. Terms, conditions, and provisions, of The City of Driggs Idaho Ordinance #215, recorded November 13, 2000 as Instrument No. 140151, records of Teton County, Idaho.
7. Notes, Easements and Restrictions of Addition to the City of Driggs, Annexation Plat, recorded November 13, 2000 as Instrument No. 140152, records of Teton County, Idaho.
8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded July 19, 2001, as instrument number 143472, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c).
9. Electric Line Right of Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded December 3, 2001 as Instrument No.145309, records of Teton County, Idaho.
10. Terms, provisions, of Agreement for Electric Service (Subdivision/Development) by and between Fall River Rural Electric Cooperative, Inc., and TTS Driggs, LLC/ Fish Creek Const. recorded December 3, 2001 as Instrument No. 145366, records of Teton County, Idaho.

LITIGATION GUARANTEE

11. Covenants, Conditions and Restrictions recorded as Instrument No. 149986, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
12. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded February 24, 2003, as instrument number 153213, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c).

Amended by Instrument No. 178679, recorded July 19, 2006, records of Teton County, Idaho.

13. Electric Line Right of Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded May 1, 2003 as Instrument No.154520, records of Teton County, Idaho.
14. Terms, provisions, of Agreement for Electric Service by and between TTS Driggs and Fall River Rural Electric Cooperative, Inc., recorded May 1, 2003 as Instrument No. 154547, records of Teton County, Idaho.
15. Deed of Trust from Marshal McInnis, an unmarried person to Teton County Title, LLC, as Trustee for the benefit of Summit Accommodators, securing a note in the original principal sum of \$127,000.00 and other obligations described therein, recorded December 28, 2006, as Instrument No. 183820, records of Teton County, Idaho.
16. Deed of Trust from Marshal McInnis, an unmarried person to Teton County Title, as Trustee for the benefit of United Bank of Idaho, securing a note in the original principal sum of \$109,000.00 and other obligations described therein, recorded January 30, 2007, as Instrument No. 184709, records of Teton County, Idaho.

Assignment of Mortgages, recorded on July 01, 2008, as Instrument No. 198531, records of Teton County, Idaho.

Request for Notice, recorded on September 24, 2010, as Instrument No. 213340, records of Teton County, Idaho.

**SCHEDULE B
PART II**

Order Number: 60160

Guarantee No: ZB-08001902

1. Current Occupant

Marshal McInnis

Leslie Tidwell

Summit Accommodators

United Bank of Idaho

Wells Fargo Bank

LITIGATION GUARANTEE

SCHEDULE C

Order Number: 60160

Guarantee No: ZB-08001902

ADDRESSES

Current Occupant
820 Woodland Way
Driggs ID 83455

Current Occupant
895 W Woodland Way
Driggs ID 83455

Marshal McInnis
PO Box 534
Driggs ID 83422

Marshal McInnis
820 Woodland Way
Driggs ID 83455

Marshal McInnis
895 Woodland Way
Driggs ID 83455

Leslie Tidwell
820 Woodland Way
Driggs ID 83455

Leslie Tidwell
895 W Woodland Way
Driggs ID 83455

Leslie Tidwell
2851 E. Lake Ave, East #318
Seattle WA 98102

Summit Accommodators
1567 SW Changler, Suite 101
Bend OR 97702

United Bank of Idaho
PO Box 1340
185 S. Main Street
Driggs ID 83422

LITIGATION GUARANTEE

Wells Fargo Bank, National Association
National Association
185 S Main Street
Driggs ID 83422

Wells Fargo Bank, National Association
PO Box 1340
Driggs ID 83422

Wells Fargo Bank, NA
Attn: Home Equity LSC-FINAL DOCS
PO Box 31557 MAC B6955-016
Billings MT 59107

Wells Fargo Bank NA
Foreclosure Department
18700 NW Walker Road #92
Mac # P6053-022
Beaverton OR 97006



Creekside Meadows Homeowner's Association • PO Box 974, Driggs, ID 83422 • (208) 354-7440 • jean@primepropjh.com

May 8, 2013

Prosecutor Kathy Spitzer
89 N. Main
Driggs, ID 83422

SUBJECT: Recovery of fees due Creekside Meadows HOA

Dear Kathy:

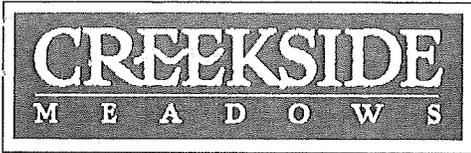
After sending my letter of May 4, the HOA Manager prepared the attached Statement showing the total due for the lot formerly owned by Marshal McInnis. As you can see the total due (\$1,021.91) is slightly different than reported in my letter.

Thanks for letting me know what steps must be taken in order to recover these past-due HOA fees when the lot is sold by the county.

Sincerely,

Mary Lou Hansen, President
Creekside Meadows HOA

✓ cc: Dawn Felchle



Statement

Date

Homeowner's Association
 Box 974
 Driggs, ID 83422

5/6/2013

Bill to:

Marshal F McInnis
 P. O. Box 534
 Driggs, ID 83422

Phone #	Fax #
208-354-7440	208-354-7441

Amount Due
\$1,021.91

Transaction	Amount	Balance	Date		
INV #FC 257. Finance Charge --- Fin Chg \$11.42 --- Invoice #9355 for 75.00 on 03/02/2010 --- Invoice #9433 for 75.00 on 06/03/2010 --- Invoice #9508 for 75.00 on 09/09/2010 --- Invoice #9585 for 75.00 on 12/07/2010	11.42	404.75	03/02/2011		
INV #9756. --- Homeowner's Dues, 1 @ \$75 = 75.00	75.00	479.75	06/08/2011		
INV #FC 268. Finance Charge --- Fin Chg \$17.16 --- Invoice #9355 for 75.00 on 03/02/2010 --- Invoice #9433 for 75.00 on 06/03/2010 --- Invoice #9508 for 75.00 on 09/09/2010 --- Invoice #9585 for 75.00 on 12/07/2010 --- Invoice #9680 for 75.00 on 03/02/2011	17.16	496.91	06/09/2011		
INV #9838. --- Homeowner's Dues, 1 @ \$75 = 75.00	75.00	571.91	09/06/2011		
INV #9915. --- Homeowner's Dues, 1 @ \$75 = 75.00	75.00	646.91	12/08/2011		
INV #9987. --- Homeowner's Dues, 1 @ \$75 = 75.00	75.00	721.91	03/15/2012		
INV #10049. --- Homeowner's Dues, 1 @ \$75 = 75.00	75.00	796.91	06/27/2012		
INV #10111. --- Homeowner's Dues, 1 @ \$75 = 75.00	75.00	871.91	10/02/2012		
INV #10180. --- Homeowner's Dues, 1 @ \$75 = 75.00	75.00	946.91	12/26/2012		
INV #10264. --- Homeowner's Dues \$75.00	75.00	1,021.91	05/06/2013		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
75.00	0.00	0.00	0.00	946.91	\$1,021.91

Copy



Creekside Meadows Homeowner's Association • PO Box 974, Driggs, ID 83422 • (208) 354-7440 • jean@primepropjh.com

May 4, 2013

Prosecutor Kathy Spitzer
89 N. Main
Driggs, ID 83422

SUBJECT: Recovery of \$946.91 in fees due Creekside Meadows HOA

Dear Kathy:

It has come to my attention that the Creekside Meadows HOA was owed a total of \$946.91 in past-due HOA fees at the time the County took title to Parcel #RPA 02270070040 at 820 Woodland Way in Driggs, formerly owned by Marshall McInnis. Apparently, these past-due fees were not discovered during the title search because a formal lien had not been recorded.

However, the Declaration of Protective Covenants for the Creekside Meadows subdivision (Instrument #149986) states that: "The annual ... assessments ... shall constitute a continuing lien against such Lot" and that "Recording of the Declaration constitutes record notice and perfection of the lien. *No further recordation is required.*" (See Article V, Section 5.8, which is attached.)

Please let me know what steps must be taken in order to recover these past-due HOA fees when the lot is sold by the county.

Sincerely,

A handwritten signature in cursive script that reads "Mary Lou Hansen".

Mary Lou Hansen, President
Creekside Meadows HOA

cc. Dawn

5.4 **Date of Commencement of Annual Assessment and Due Dates.** The annual assessments provided for herein shall commence as to all Owners subject to assessment on the first day of the month following the conveyance of the first Lot. The Board shall operate on a calendar year basis. The Board shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every Owner, purchaser or mortgagee, and for a reasonable charge, shall furnish a certificate signed by a member of the Board setting forth whether the assessments on a specified Lot or Unit have been paid. Each Owner shall have a continuing obligation to provide the Association with their current mailing address, telephone number, fax number and e-mail address (if available).

5.5 **Special Assessments for Capital Improvements.** In addition to the annual assessments, the Board may levy, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any Common Areas or facilities upon the Project; provided that any such special assessment shall have the assent of a majority of the affected Lot or Unit Owners who are voting in person or by proxy at meeting duly called for this purpose.

5.6 **Notice and Quorum for Any Special Assessment.** Written notice of any meeting called for the purpose of taking any action authorized under the foregoing paragraph shall be sent to all affected Lot or Unit Owners within the areas to be assessed not less than thirty (30) days or no more than sixty (60) days in advance of the meeting. At the first such meeting, the presence of Owners or of proxies entitled to cast a majority of all the votes of the Association shall constitute a quorum. Each affected Lot or Unit shall be entitled to one (1) vote. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting.

5.7 **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date therefore shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Board may bring an action on behalf of the Association against the Owner personally obligated to pay the same or may foreclose the lien against the Lot. In any action instituted by the Board against an Owner, the Association will be entitled to recover its attorneys fees, costs, and expenses, including but not limited to charges submitted by any experts or consultants retained in connection with such action if the Association prevails on any claim asserted. Each Owner by the acquisition of a Lot or Unit consents to personal jurisdiction and venue in the District Court of Teton County, State of Idaho.

5.8 **Creation of the Lien and Personal Obligation for Assessments.** Each Owner, by acceptance of a deed therefore or by a contract for deed, whether or not it shall be so expressed in such deed or contract for deed, is deemed to have consented to be subject to these Covenants and agrees to pay the Association: (a) Annual assessments or charges; (b) special assessments for capital improvements, repairs and maintenance, and (c) any fines, charges or damages lawfully assessed by the Board pursuant to these Covenants.

(i) The annual and special assessments, charges and fines, together with interest, costs, expenses and reasonable attorneys' fees (as set forth in 5.7 above), shall constitute a continuing lien against such Lot superior to all other liens and encumbrances except: (i) liens and encumbrances recorded before the recordation of the Declaration; (ii) a security interest on the Lot or Unit which has priority over all other security interests and which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot or Unit.

(ii) This section does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association.

(iii) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation is required.

(iv) The Association's lien may be foreclosed in like manner as a mortgage on real estate, including by advertisement and sale.

(v) Assessments shall be a personal obligation of each Owner, and suit to recover money judgment shall be maintainable without waiving the lien securing it.

ARTICLE VI - DEVELOPMENT REVIEW AND PERMITTING

6.1 **Development Permit Required.** No Development of any kind shall occur or be permitted to remain on any Lot or Unit until a Development permit has been issued therefore by the Design Committee in accordance with the provisions set forth in these Covenants.

6.2 **Plans and Specifications.** A form of Development Application provided by the Design Committee, together with two sets of plans and specifications for any Development shall be submitted to the Design Committee. The final plans required to be submitted after a pre-application conference, as described below, shall include:

(a) a plot plan showing precisely the proposed location of the proposed Development or improvements within the Lot, as well as the locations of all, property boundaries and dimensions, roads, water, sewer and utility lines;

(b) plans for any building or structure, so drawn as to provide a reasonably accurate depiction of the proposed Development in sufficient detail and with sufficient information to demonstrate compliance with all of the requirements of these Covenants and the Design Guidelines. Such information shall include:

(i) scaled floor plans,

(ii) exterior elevations showing building height and all external features and materials,

(iii) a list of all exterior materials with samples and color selections,

(iv) specifications for specific exterior lighting plans.

NOTICE OF PENDING ISSUE OF TAX DEED

State of Idaho
County of TETON

To: MCINNIS, MARSHAL
TIDWELL, LESLIE A
PO BOX 534

Parcel No. RPA02270070040A
Bill No. 2335

DRIGGS ID 83422

YOU ARE HEREBY NOTIFIED, AS FOLLOWS:

1. That a delinquent entry was entered as of January 1, 2009 in the records of the county treasurer as tax collector of TETON County, State of Idaho, for the following property:

820 WOODLAND WAY

LOT 4 BLK 7
CREEKSIDE MEADOWS PUD
PHASE II
SEC 35, T5N, R45

2. That the name and last known address of the record owner or owners of said property is:

MCINNIS, MARSHAL
TIDWELL, LESLIE A
PO BOX 534

DRIGGS ID 83422

3. That said delinquent entry was made in respect of unpaid taxes assessed for the year 2008.

4. That the total amount due for 2008 as of the date of this notice is:

Amount of Tax		\$	290.78
Amount of Late Charge	2%		5.82
Interest	.417205		123.74
Cost and Fees			210.30 **
Total due as of JUNE 22, 2012			\$ 630.64
=====			

** Pursuant to Idaho Code 63-1005(3), this amount will increase as additional costs and fees in the tax deed process are added.

Robert D.

YOU ARE FURTHER NOTIFIED, that if said delinquent entry is not redeemed on or before JUNE 22, 2012 by payment of said unpaid taxes together with late charge, interest and all unpaid costs and expenses up to the date of said payment at my office at TETON COUNTY TREASURER, I shall thereupon, as required by law, make application to the board of county commissioners of TETON County, State of Idaho, for a hearing to be held on JUNE 25, 2012 at 1:00PM, or as soon thereafter as said application can be heard at 150 COURTHOUSE DR., DRIGGS, ID for a tax deed conveying the above described property to said TETON County, State of Idaho, absolute title, free of all encumbrances, except any lien for taxes which may have attached subsequently to the assessment hereinabove referred to.

YOU ARE FURTHER NOTIFIED, that the record owner or owners or any party in interest as defined by Section 63-1005, Idaho Code, may appear in person or by counsel, and if appearing, shall have adequate opportunity to be heard for the purpose of protesting the procedures used in taking this tax deed. NO OTHER TYPE OF PROTEST WILL BE HEARD.

YOU ARE FURTHER NOTIFIED, that inquiries and objections concerning this notice or the information contained therein shall be directed to the TETON County Treasurer at 150 COURTHOUSE DR., DRIGGS, IDAHO 83422; or by calling (208) 354-2245 no later than 5 working days before the hearing date.

Dated this 05 day of APRIL, 2012.

County Treasurer & Ex-officio Tax Collector
of TETON County, Idaho Deputy