



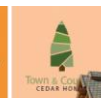
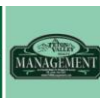
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Maps & Documents

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF CANYON VIEW ESTATES

JUN 09 1992

DIVISION I & DIVISION 2

TETON Co. Id.
Clerk Recorder

This declaration of covenants, conditions, and restrictions, hereinafter called "Declarations", is made and executed by Douglas B. Vlaming & Charlene M. Vlaming, husband and wife, and David B. Helquist & Janis E. Helquist, husband and wife, hereinafter called "Declarants".

WITNESSETH:

Whereas Declarant is the owner of that certain real property located in Northeast 1/4, of the Northeast 1/4, Section 15, Township 3 North, Range 45 East Boise Meridian, Teton County, Idaho.

WHEREAS, The declarant intends to sell said property in small tracts, or lots, for residential purposes only, and desires to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings, together with all improvements to be constructed or placed upon said property, and

WHEREAS, It is the further desire of the Declarant as part of the general development plan for the benefit and protection of the owner of the respective lots within said subdivisions to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered leased, rented, used, occupied, and approved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and the division thereof into lots and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning in interest in the real property and improvements thereon, their guarantees, successors, heirs, executors, administrators, devisees and assigns.

1. Further definition of terms used in this Declaration shall be as follows:

- (a) "Owner" shall mean any person or entity with an ownership interest in any of the above described real property;
- (b) "Board" shall refer to the architectural control board as established herein;
- (c) "Property" shall mean all of the above described real property generally described as the Canyon View Estates, located in Teton County, Idaho;
- (d) "Declarant" shall mean Canyon View Estates.
- (e) "Declaration" shall mean this instrument by which the within covenants, conditions, and restrictions have been imposed upon the above described real property.

RESTRICTIONS INCLUDING A FURTHER
LIMITATION OR DISCRIMINATION BASED ON
RACE, COLOR, RELIGION, SEX, HANDICAP,
FAMILY STATUS, OR ANCESTRAL ORIGIN ARE
HEREBY DELETED TO THE EXTENT THAT SUCH
RESTRICTIONS WERE EVER APPLICABLE.

2. There is established hereby an architectural control board which will have the power specified herein plus those powers necessary to enforce the covenants, and restrictions established by this declaration. This board shall consist of the declarants Doug & Charlene Vlaming, and David & Janis Helquist, until such time that there are two owners who express interest in becoming a part of the board. No member of the board shall be entitled to any compensation for such services performed pursuant to this covenant. Neither the board nor any member thereof shall be liable to any owner for any damage, loss, or prejudice suffered or claimed an account of (a) the approval of any plans, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development or manner of development of any property within the properties, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

3. Said property may be used only for residential purposes and for no other purpose. Any question or dispute as to whether a particular lot is being used according to and within restrictions shall be submitted to the board. The board shall make its determination within thirty days and its determination shall be final and binding upon the owner of said lot.

4. None of the property described shall be used for the purpose of carrying on or maintaining any commercial or industrial business or activities.

5. All construction, including alterations and improvements shall comply with standard building codes in effect and with the Idaho state building, health, and safety codes where applicable.

6. No building or fence shall be erected, placed or altered on any lot described here in until the building plans, specifications, and plot plans showing the location of such building and/or fences have been approved in writing as to the capability of external design with existing structures in the tract and as to the location of the building with respect to topography and finished ground elevations. This approval shall be the responsibility of the board.

7. No more than one main dwelling house may be constructed, built, or placed upon any one lot.

8. All outbuildings on said lot must conform to the architecture of the family dwelling house.

9. No trailers, mobile homes, or any temporary type of dwelling shall be permitted on any lot.

10. All housing shall be a minimum of 1000 square feet. Any structure of more than one story shall have a first story square footage of no less than 750 feet. No structure shall be more than 2 1/2 stories.

11. No house, cabin, garage, shed, or building shall be placed closer than 40 feet from the front or rear lot lines and not closer than 25 feet from any side lot lines. No building shall be located on any lot as to obstruct a clear view at any intersection.

12. Utilities including electric, telephone, cable television, and exterior lighting shall be installed underground.

13. All dwelling houses shall be provided with approved indoor toilet facilities and each lot owner is responsible to install and maintain at his own expense a sewage disposal system which must conform to all laws, standards, and regulations applicable to the area, including but not limited to the Idaho State Public Health Department standards.

14. When construction begins on individual dwellings, a culvert of no less than 10 inches in diameter, shall be required between road and driveway in the drainage ditch at the roadside.

15. Driveways and sufficient parking shall be provided by the owner of each improved lot, to permit offstreet parking, in order to facilitate snow removal.

16. Construction must be prosecuted diligently to completion, and must have the exterior, including windows and doors, completed within 365 days from the date of commencement. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance.

17. The board shall have the option of permitting variances to the building restrictions listed above where size or shape of the lot or topography make strict application of the restrictions impractical or difficult. The prime concern of the board will be that design, exterior finish, and location harmonize with and compliment the natural environment to the fullest extent practical. Requests for variances shall be made in writing to the board and the boards decision shall be made within 30 days of the request. The boards decision shall be final and binding.

18. No noxious or offensive activities shall be carried on upon such property nor shall anything be or become an annoyance or a nuisance to any of the surrounding owners. The term "noxious or offensive activities" includes the open storage of trucks, trailers, machinery and other forms of bulk storage not normally associated with the residential uses of the property. The intention is not to prohibit such storage, but that such storage shall be confined to a definite area enclosed by a building which shall be approved by the board.

19. All owners are responsible for keeping lots clear of weed overgrowth so as not to present a possible fire hazard.

20. No portions of this property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of said material shall be maintained in a sanitary and orderly condition and must meet the requirements for such equipment imposed by the State of Idaho, and any other governmental agencies having jurisdiction and authority.

21. Pets, animals, or livestock (with the exception of swine or rooting animals) may be kept provided that they are not allowed to run loose or to become an annoyance or nuisance to any of surrounding owners.

22. At the time when the city or county services provide sewage hookups at the individual lots, the respective owners of said lots shall be required to pay for hook up.

23. The homeowners association shall have the responsibility of assessing, on the basis of acreage, the amount required on a yearly basis to retain road clearing services for winter conditions. In addition, lot of Division I, may be subdivided into parcels, not smaller than 1.4 acres, providing a road access is available.

24. Any question or dispute as to whether a particular lot is being used within restrictions shall be submitted to the board. The board shall make this determination within 30 days.

25. If any person or persons shall violate or attempt to violate any of the covenants, conditions, restrictions, or reservations herein, it shall be lawful for any other person or persons owning any of the lots described herein to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions and either prevent him or them from doing so, or recover damages for such damages or both.

26. Invalidation of any one of these covenants, conditions, or restrictions by judgement of court, or otherwise, shall in no way effect any of the other provisions which shall remain in full force and effect.

27. Mineral rights are retained by the declarants.

28. This Declaration shall take effect upon recording.

IN WITNESS THEREOF

The undersigned have executed this instrument this 18th day of August in the year 1982.

Douglas B. Vlaming
Douglas B. Vlaming

Charlene M. Vlaming
Charlene M. Vlaming

David B. Helquist
David B. Helquist

Janis E. Helquist
Janis E. Helquist

STATE OF Calif.)
) SS
COUNTY OF L.A.)

On this 18th day of August, 1982, before me, the undersigned, a Notary Public, in and for, said State, personally appeared DOUGLAS B. & CHARLENE M. VLAMING, husband & wife, and DAVID B. & JANIS E. HELQUIST, husband & wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

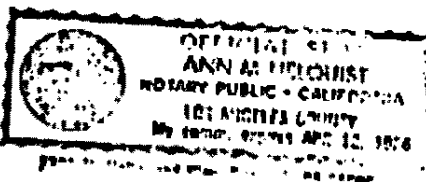
IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

(SEAL)

Ann M. Helquist
NOTARY PUBLIC FOR CALIFORNIA
Residing at: Sylva, La., Angeles
My commission expires: 1986

110257

FILED
INDEXED
SERIALIZED
AUG 18 1982



FILED

AT THE REQUEST OF

All West Realty

ATTESTED PAGE 10 A M

DATE June 9, 1992

Ala J. Drake
CLERK OF RECORDER

Sonnie Seese
DEPUTY