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Maps & Documents

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Cattle Creek Ranch Final Protective Covenants

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration" is made and executed in Teton County, Idaho, this 13 day of Jan 2012, by the developer of Cattle Creek Ranch, Morey Ranch LLC, a Wyoming close limited liability company, Travis James Allen and Megan Morey Allen, husband and wife, and D. Baker Salsbury and Katherine M. Salsbury, husband and wife, hereinafter called "Declarants."

"The purpose of this property is to create a family ranch for our children and grandchildren. We want a unified look to the entire ranch that suggests a ranch that has been here since 1900. We want to protect wildlife and encourage a ranching lifestyle which includes stewardship, hard work and caring for others. We want to create an environment which helps stimulate and perpetuate these values."

Mike and Barbara Morey, November 2010

WITNESSETH:

The Declarants do hereby publish and declare that all of the lots in said subdivision are held and shall be held to the following protective covenants.

Upon transfer of the platted subdivision lots to owners other than Morey Ranch LLC, Travis James Allen and Megan Morey Allen, husband and wife, and D. Baker Salsbury and Katherine M. Salsbury, husband and wife, one representative from each lot will be required to participate in the Homeowner's Association (HOA) and be a voting member of the HOA board. The purpose of the HOA will be to insure that all lots in said subdivision are held and shall be held to the following protective covenants.

1. The Right-to-Farm is hereby recognized to exist within the Cattle Creek Ranch subdivision. All traditional farming activities including the pasturing of animals and production of hay crops are allowed on all lots within the subdivision. Additional agricultural activities may be allowed upon approval from the HOA.
2. All buildings and development within the Cattle Creek Ranch subdivision must meet county setbacks and height standards.
3. All buildings within the Cattle Creek Ranch subdivision must maintain a traditional western style and conform to the color pallet and roof materials of the Morey residence unless otherwise approved by the declarants and/or HOA.
4. Modular or mobile homes are not permitted.


5. The maintenance of landscaping on individual lots will be the responsibility of the lot owners.
6. The storage and transfer of garbage will be the responsibility of the individual lot owners.
7. Garbage must be stored in enclosed areas except on pick-up days.
8. The Cattle Creek Ranch road is a private road. The main gate at the entrance of the subdivision shall be kept closed to protect and maintain livestock on the subdivision and the surrounding lands.
9. There are no community storage areas within the Cattle Creek Ranch subdivision. All personal property must be stored on individual lots.
10. All buildings shall be maintained in a presentable condition at all times.
11. Lots within the Cattle Creek Ranch subdivision shall not be split or divided further.
12. All outdoor lighting must conform to county standards, be of low wattage and directed downward.
13. All lot owners are responsible for controlling noxious weeds within their lot boundaries.
14. All wastewater systems must conform to all applicable county and state standards.
15. Said property may be used only for residential purposes and for no other purpose. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial or industrial activities.
16. No more than one main dwelling house may be built, constructed, placed upon or moved upon any one lot. Additional barns, sheds and guest cabins are permitted on each lot.
17. All permanent buildings shall be set back a minimum of 35 feet from the front property line and a minimum of 20 feet from all other property lines.
18. No hunting shall be permitted on the private property, open space or on any of the roads within the subdivision.
19. All road maintenance and plowing shall be split equally between the lot owners. The Cattle Creek Ranch subdivision is responsible for plowing and maintenance from the end of W7000S to the end of Lot 3, including the fire truck turnaround.
20. All buildings must be completed 2 years from the initial ground breaking unless otherwise approved by the declarants and/or HOA.

21. The Board as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth herein, and shall have the power to assess against the owner for each lot specified herein, an assessment equal to the lot's pro rata share, all reasonable expenses actually incurred or to be incurred in providing the customary and reasonable maintenance of the subdivision roads and other common facilities (including snowplowing). The Board may, in its discretion, establish different rates of assessment for undeveloped lots.
22. Neither the Board, nor any members thereof shall be liable to any owner for any damage, loss, prejudice suffered or claims on account of the approval or disapproval of any construction or any other matter arising out of their status or performance or nonperformance of the functions provided for herein; provided that they have acted in good faith.
23. Provisions 1,2,7,10,11,12 and 14 may not be altered, modified or amended.
24. The provisions of this Declaration may be altered, modified or amended by an instrument in writing signed and acknowledged by record owners holding sixty-six percent (66%) of the lots set forth above. Said alteration, modification or amendment shall be effective upon recordation in the Office of the Recorder of Teton County, State of Idaho.
25. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision.
26. The provisions hereof 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 hereof.
27. This Declaration shall take effect upon recording.

Dated the day and year stated above.


MOREY RANCH LLC

By:


 MICHAEL E. MOREY, Manager


 TRAVIS JAMES ALLEN


 MEGAN MOREY ALLEN


 D. BAKER SALSBURY


 KATHERINE M. SALSBURY

STATE OF IDAHO)
) ss.
County of Teton)

On the 13 day of January, 2012, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Michael E. Morey, known or identified to me to be the Manager of MOREY RANCH LLC, a Wyoming close limited liability company, and the Manager who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in the said company name.

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

(seal) STEFANIE KNOBLAUCH
NOTARY PUBLIC
STATE OF IDAHO

Stefanie Knoblauch
Notary Public for Idaho
Residing at: VICTOR, ID
My Commission Expires: 12/16/2017

STATE OF IDAHO)
) ss.
County of Teton)

On the 13 day of January, 2012 before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared TRAVIS JAMES ALLEN and MEGAN MOREY ALLEN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

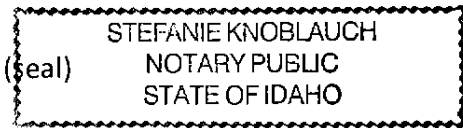
(seal) STEFANIE KNOBLAUCH
NOTARY PUBLIC
STATE OF IDAHO

Stefanie Knoblauch
Notary Public for Idaho
Residing at: VICTOR, ID
My Commission Expires: 12/16/2017

STATE OF IDAHO)
) ss.
County of Teton)

On the 13 day of January, 2012, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared D. BAKER SALSBUY and KATHERINE M. SALSBUY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Stefanie Knoblauch
Notary Public for Idaho
Residing at: VICTOR, ID
My Commission Expires: 12/16/2017