



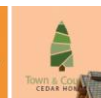
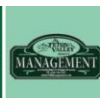
“Local Brokerage, National Results.”

Maps & Documents

Teton Valley Realty or this website makes no representation regarding sufficiency, completeness, or any other matters referred to any documents herein, or information provided on this web site. Teton Valley Realty advises you consult with independent legal counsel regarding these documents. When purchasing real estate, it is advised that you obtain full and complete documents, and not rely on these pages.

Phone: 208.354.2439
Email : info@tetonvalleyrealty.com

253 S. Main St. Box 604, Driggs ID 83422
57 S Main St. # 210 Victor, ID 83455



97042

FILED

AT 20 MINUTES PAST 9 a.m.

DATE July 1, 1985

E. Wayne Schiess
CLERK OF DIST. COURT

BY Nora Hill
DEPUTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
COBBLECREST SUBDIVISION

THIS DECLARATION IS MADE THIS 1 DAY OF July.

WHEN USED HEREINAFTER, THE TERM COBBLECREST SUBDIVISION SHALL MEAN COBBLECREST SUBDIVISION OR ANY SUCCESSOR IN INTEREST BY MERGER OR CONSOLIDATION AND ANY SUCCESSOR TO ALL OR ANY PARTICULAR INTEREST UNDER THIS DECLARATION UNDER AN INSTRUMENT OF ASSIGNMENT OR CONVEYANCE SPECIFICALLY DESIGNATING THE ASSIGNEE OR GRANTEE AS SUCH SUCCESSOR IN INTEREST TO COBBLECREST SUBDIVISION UNDER THIS DECLARATION.

I.

GENERAL PURPOSES

1. GENERAL PURPOSES: THIS DECLARATION IS EXECUTED TO ESTABLISH AND MAINTAIN AS PART OF A GENERAL PLAN ANY PROPERTY NOW OR HEREAFTER SUBJECT HERETO AS PART OF A SCENIC AND PASTORAL MOUNTAIN RESIDENTIAL AREA OF THE HIGHEST POSSIBLE QUALITY AND VALUE; TO ENHANCE AND PROTECT ITS VALUE, DESIREABILITY AND ATTRACTIVENESS; AND TO PROVIDE SECLUSION AND A PLEASANT ENVIRONMENT TO PERSONS ACQUIRING TITLE TO SUCH PROPERTY.

II.

PROPERTY SUBJECT TO DECLARATION

2. PROPERTY COVERED: REAL PROPERTY LOCATED IN TETON COUNTY, IDAHO DESIGNATED AS COBBLECREST SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED WITH THIS INSTRUMENT, RECORDS OF TETON COUNTY, IDAHO.

III.

LAND CLASSIFICATION AND DEFINITIONS

3. LOTS: AS USED HEREIN, A LOT SHALL BE ANY LOT SITE OR TRACT SHOWN ON THE RECORDED PLAT.

4. PROPERTY: AS USED HEREIN, PROPERTY SHALL MEAN ANY AND ALL PROPERTY WHICH IS NOW OR ANY HEREAFTER BE SUBJECT TO THIS DECLARATION, INCLUDING LOTS, AND INCLUDING PUBLIC OR PRIVATE STREETS AND ROADS AND ANY PRIVATE OR PUBLIC EASEMENTS OR WAYS AND INCLUDING ANY AND ALL IMPROVEMENTS ON ANY OF THE FOREGOING.

IV.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5. ASSOCIATION MEMBERSHIP: EVERY OWNER OF A LOT WHICH IS SUBJECT TO ASSESSMENT SHALL BE A MEMBER OF THE COBBLECREST ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT.

MEMBERSHIP. MEMBERS SHALL BE ALL LOT OWNERS AND SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CAST WITH RESPECT TO ANY ONE LOT.

7. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND TO PAY TO THE ASSOCIATION: (A) ANNUAL ASSESSMENTS OR CHANGES, AND: (B) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE ESTABLISHED AND COLLECTED AS HEREINAFTER PROVIDED. THE ANNUAL AND SPECIAL ASSESSMENTS, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES, SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH PROPERTY AT THE TIME WHEN THE ASSESSMENT FELL DUE.

8. 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 OWNERS OF EACH LOT SPECIFIED HEREIN UP TO \$200.00 PER YEAR FOR MAINTENANCE, SITE CARE, DEVELOPMENT AND MAINTENANCE OF ROADS. IT IS RECOGNIZED, HOWEVER, THAT SHOULD ACTUAL COSTS (TO PERFORM THE FOREGOING SERVICES) EXCEED THE ASSESSMENT CEILING OF \$200.00 PER YEAR, THE BOARD MAY INCREASE SUCH ASSESSMENT BY A PERCENTAGE FACTOR NECESSARY TO DEFRAY THE ADDITIONAL REASONABLE AND PROPER COSTS INCURRED BY THE BOARD IN PERFORMING THIS SERVICE. IN THE EVENT OF ANY ASSESSMENT INCREASE, WRITTEN NOTICE OF SUCH INCREASE WILL BE SENT TO OWNERS, AND OWNERS MAY, UPON DUE INQUIRY OF THE BOARD, REVIEW THE COST COMPUTATIONS USED BY THE BOARD IN ARRIVING AT SUCH ASSESSMENT INCREASE TO DETERMINE THE REASONABLENESS OF SAME.

9. PURPOSE OF ASSESSMENTS: THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY TO PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE PROPERTY AND FOR THE IMPROVEMENT AND MAINTENANCE OF THE PRIVATE ROAD KNOWN AS COBBLECREST ROAD TO INCLUDE SNOW REMOVAL.

V.

ARCHITECTURAL CONTROL

10. THERE IS ESTABLISHED HEREBY AN ARCHITECTURAL CONTROL BOARD WHICH WILL HAVE THE POWER SPECIFIED HEREIN PLUS THOSE POWERS NECESSARY TO ENFORCE THE COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHED BY THE DECLARATION. THE BOARD SHALL BE COMPOSED OF _____

THE ORIGINAL MEMBERS OF THE BOARD WERE APPOINTED BY THE DECLARANT AND SHALL SERVE FOR A TERM OF FIVE YEARS. THEREAFTER, THE OWNERS SHALL ELECT THE BOARD CONSISTING OF TWO MEMEBERS, EACH LOT OWNER SHALL HAVE ONE VOTE, AND THE TWO INDIVIDUALS RECEIVING THE MOST VOTES SHALL COMPRISE THE BOARD THEREAFTER AND SERVE A TERM OF THREE YEARS.

ARCHITECTURAL CONTROL BOARD TO CONSIDER AND ACT UPON SUCH PROPOSALS FOR PLANS SUBMITTED TO IT FROM TIME TO TIME AND TO ADOPT ARCHITECTURAL CONTROL RULES.

12. DESIGN CHARACTER: INFORMAL STRUCTURES ARE ENCOURAGED IN ORDER TO RELATE TO TERRAIN AND PHYSICAL FEATURES OF THE PROPERTIES. NO RESIDENCE SHALL BE SMALLER THAN 900 SQUARE FEET IN THE LIVING AREA ON THE MAIN FLOOR. NO BUILDING SHALL BE PLACED IN SUCH A MANNER AS TO RESTRICT THE VIEW OF ANY OTHER LOT OWNER. NO TWO STORY BUILDINGS MAY BE BUILT OTHER THAN "A FRAME TYPE".

(A). ALL IMPROVEMENTS SHALL BE OF NEW CONSTRUCTION. PRE-BUILT COMPONENT, OR MODULAR CONSTRUCTIONS SHALL BE PERMITTED UPON SPECIFIC APPROVAL OF THE ARCHITECTURAL CONTROL BOARD.

(B). EXTERIOR MATERIALS SHALL BE OF TOUGH SAWN NATURAL WOOD, PEELED LOG, STONE, OR OTHER SIMILAR ROUGH TEXTURED NATURAL MATERIAL. ROOF MATERIALS SHALL BE CEDAR SHAKE OR SHINGLE, HEAVY WEIGHT ASPHALT SHINGLE, OR RIBBED METAL WITH A FLAT NONREFLECTIVE COLORED FINISH.

(C). EXTERIOR FINISHES SHALL BE SEMI-TRANSPARENT OR HEAVY BODIED STAINS, OR PIGMENTED OR CLEAR NON-GLOSSY PRESERVATIVES. GLOSSY PAINTED FINISHES SHALL NOT BE PERMITTED. ALL EXPOSED METALS SHALL HAVE A DULL COLORED FINISH, OR SHALL BE FLAT COLOR ANODIZED OR PAINTED.

(D). EXTERIOR COLORS SHALL BE SUBDUED AND IN THE EARTH TONE RANGE. COLOR SAMPLES, ON PIECES OF ALL EXTERIOR MATERIALS AND ROOFING MATERIALS TO BE USED, SHALL BE SUBMITTED TO THE ARCHITECTURAL CONTROL BOARD FOR APPROVAL.

(E). ALL SPOILS FROM EXCAVATING MUST BE REPLANTED WITHIN SIX MONTHS. NO DIRT MAY BE PILED ON A LOT LONGER THAN THE TIME REQUIRED TO BACKFILL THE DWELLINGS FOUNDATION.

(F). PROPER FLOOD CONTROL MEASURES SHALL BE TAKEN WHEN STRUCTURES WITH BASEMENTS ARE USED.

VI.

GENERAL RESTRICTIONS

ALL REAL PROPERTY WITHIN COBBLECREST SUBDIVISION SHALL BE HELD, USED AND ENJOYED SUBJECT TO THE FOLLOWING LIMITATIONS AND RESTRICTIONS:

13. SUBDIVIDING: NO LOT MAY BE FURTHER SUBDIVIDED, EXCEPT WHERE LOTS ARE USED FOR CONDOMINIUM USE, NOR MAY ANY EASEMENT OR OTHER INTEREST THEREIN LESS THAN THE WHOLE BE CONVEYED BY THE OWNER.

14. ANIMALS: NO ANIMALS OF ANY KIND SHALL BE RAISED, BRED OR KEPT, EXCEPT HORSES, DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

15. NUISANCES: NO RUBBISH OR DEBRIS OF ANY KIND SHALL BE PLACED OR PERMITTED TO ACCUMULATE UPON ANY PROPERTY WITHIN THE COBBLECREST SUBDIVISION AND NO ODORS SHALL BE PERMITTED TO ARISE THEREFEROM SO AS TO

OFFENSIVE OR DETRIMENTAL TO ANY OTHER PROPERTY IN THE VICINITY THEREOF OR TO ITS OCCUPANTS. NO NOISE OR OTHER NUISANCE SHALL BE PERMITTED TO EXIST OR OPERATE UPON ANY SUCH PROPERTY SO AS TO BE OFFENSIVE OR DETRIMENTAL TO ANY OTHER PROPERTY IN THE VICINITY THEREOF OR TO ITS OCCUPANTS. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING PROVISION, NO EXTERIOR SPEAKERS, HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES (OTHER THAN SECURITY DEVICES USED EXCLUSIVELY FOR SECURITY PURPOSES) SHALL BE LOCATED, USED OR PLACED ON ANY SUCH PROPERTY.

16. REPAIR OF BUILDINGS: NO IMPROVEMENT UPON ANY PROPERTY WITHIN THE COBBLECREST SUBDIVISION SHALL BE PERMITTED TO FALL INTO DISREPAIR, AND EACH SUCH IMPROVEMENT SHALL AT ALL TIMES BE KEPT IN GOOD CONDITION AND REPAIR AND ADEQUATELY PAINTED OR OTHERWISE FINISHED BY THE OWNER.

17. NO HAZARDOUS ACTIVITIES: NO ACTIVITIES SHALL BE CONDUCTED ON ANY PROPERTY AND NO IMPROVEMENTS CONSTRUCTED ON ANY PROPERTY WHICH ARE OR MIGHT BE UNSAFE OR HAZARDOUS TO ANY PERSON OR PROPERTY. NO OPEN FIRES SHALL BE LIGHTED OR PERMITTED ON ANY PROPERTY EXCEPT IN A CONTAINED BARBECUE UNIT WHILE ATTENDED AND IN USE FOR COOKING PURPOSES OR WITHIN A SAFE AND WELL DESIGNED INTERIOR FIREPLACE.

18. UNSIGHTLY ARTICLES: NO UNSIGHTLY ARTICLES SHALL BE PERMITTED TO REMAIN SO AS TO BE VISIBLE FROM ADJOINING PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRAILERS, MOBILE HOMES, TRUCKS OTHER THAN PICKUPS, SNOWMOBILES, SNOW REMOVAL EQUIPMENT OR MAINTENANCE EQUIPMENT SHALL BE KEPT AT ALL TIMES, EXCEPT WHEN IN ACTUAL USE, IN AN ENCLOSED STRUCTURE OR SCREENED FROM VIEW; REFUSE, GARBAGE AND TRASH SHALL BE KEPT AT ALL TIMES IN A COVERED, NOISELESS CONTAINER AND ANY SUCH CONTAINER SHALL BE KEPT WITHIN AN ENCLOSED STRUCTURE OR APPROPRIATELY SCREENED FROM VIEW; SERVICE AREAS, STORAGE PILES, COMPOST PILES AND FACILITIES FOR HANGING, DRYING, OR AIRING CLOTHING OR HOUSEHOLD FABRICS SHALL BE APPROPRIATELY SCREENED FROM VIEW; AND NO LUMBER, GRASS, SHRUB OR TREE CLIPPINGS OR PLANT WASTE, METALS, BULK MATERIALS OR SCRIPT OR REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY PROPERTY EXCEPT WITHIN AN ENCLOSED STRUCTURE OR APPROPRIATELY SCREENED FROM VIEW.

19. NO TEMPORARY STRUCTURES: NO TENT OR SHACK OR OTHER TEMPORARY BUILDING, IMPROVEMENT OR STRUCTURE SHALL BE PLACED UPON ANY PROPERTY.

20. NO MINING OR DRILLING: NO PROPERTY SHALL BE USED FOR THE PURPOSE OF MINING, QUARRING, DRILLING, BORING OR EXPLORING FOR OR REMOVING WATER, OIL, GAS OR OTHER HYDROCARBONS, MINERALS, ROCKS, STONES, GRAVEL OR EARTH, EXCEPT THAT GRANTOR MAY, BY APPROPRIATE PERMIT, GRANT LICENSE OR EASEMENT, ALLOW THE DRILLING OF WELLS FOR THE EXTRACTION OF WATER.

21. NO REMOVAL OF LIVING TREES: NO LIVING TREES SHALL BE REMOVED UNNECESSARILY, EXCEPT THOSE IN ACTUAL BUILDING SITES.

VII.

PERMITTED USES AND RESTRICTIONS RESIDENTIAL AREAS

22. IMPROVEMENTS: NO LOT IN A SINGLE-FAMILY RESIDENTIAL AREA SHALL BE IMPROVED EXCEPT BY A RESIDENCE OR CONDOMINIUM STRUCTURE OF AT LEAST 900 SQUARE FEET (HEREINAFTER "RESIDENCE") DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE FAMILY AND ITS SERVANTS AND OCCASIONAL GUEST, PLUS A GARAGE, FENCING AND SUCH OTHER IMPROVEMENTS AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE. FENCES SHALL BE POLE AND POST TYPE ONLY AND SHALL BE KEPT IN GOOD REPAIR BY THE LOT OWNER.

RECORDED MASTER PLAN FOR COBBLECREST SUBDIVISION. ANY DEVIATION MUST BE APPROVED BY THE DESIGN COMMITTEE.

24. RESIDENTIAL USE: NO RESIDENCE SHALL BE USED FOR ANY PURPOSE OTHER THAN SINGLE-FAMILY RESIDENTIAL PURPOSES. NO GAINFUL OCCUPATION, PROFESSION, TRADE OR OTHER NON-RESIDENTIAL USE SHALL BE CONDUCTED ON ANY SUCH RESIDENTIAL AREA, PROVIDED, HOWEVER, THAT NOTHING IN THIS DECLARATION SHALL PREVENT THE RENTAL OF PROPERTY WITHIN A RESIDENTIAL AREA BY THE OWNER THEREOF FOR RESIDENTIAL PURPOSES.

VIII.

IRRIGATION WATER

25. THE ASSOCIATION SHALL INITIALLY BE THE OWNER OF FORTY (40) SHARES OF STOCK IN THE PRICE FAIRBANKS WATER COMPANY. THE ASSOCIATION SHALL HAVE THE POWER TO ASSESS AND COLLECT FROM EACH OWNER AND EACH OWNER SHALL PAY TO THE ASSOCIATION HIS PROPORTIONATE SHARE OF THE TOTAL PRICE FAIRBANKS WATER COMPANY ASSESSMENT, SAID PORTION OR SHARE TO BE DETERMINED BY THE ASSOCIATION BY MULTIPLYING EACH SUCH CANAL COMPANY ASSESSMENT BY A FRACTION, THE NUMERATOR OF WHICH IS EQUAL TO THE TOTAL ACREAGE (TO THE HUNDREDTH OF AN ACRE) OWNED BY THE OWNER WITHIN THE SUBDIVISION AND THE DENOMINATOR OF WHICH IS EQUAL TO THE TOTAL ACREAGE LYING IN SAID SUBDIVISION. EACH OWNER SHALL BE RESPONSIBLE FOR THE PAYMENT OF HIS PROPORTIONATE ASSESSMENT WHETHER OR NOT SAID MEMBER USES ANY SUCH IRRIGATION WATER. THE ASSOCIATION SHALL PROVIDE EACH LOT OWNER ACCESS TO IRRIGATION WATER THROUGH ITS OWN SYSTEM OF LATERAL DITCHES ALONG EASEMENT LINES RESERVED FOR THAT PURPOSE ON THE SUBDIVISION PLAT AND SHALL APPOINT ITS OWN WATERMASTER TO ASSURE THE PROPER DISTRIBUTION OF WATER WITHIN THE SUBDIVISION. ALL IRRIGATION WATER USED BY OWNERS SHALL BE SUBJECT TO, AND EACH OWNER SHALL ABIDE BY, THE RESTRICTIONS OR LIMITATIONS IN THE TYPE, AMOUNT, TIME OR PLACE OF USE OF SUCH IRRIGATION WATER AS MAY BE IMPOSED BY PRICE FAIRBANKS WATER COMPANY OR THE ASSOCIATION. THE ASSOCIATION SHALL BE FULLY EMPOWERED TO ASSESS AND COLLECT FROM LOT OWNERS ALL EXPENSES INCURRED BY THE ASSOCIATION FOR PROVIDING A WATERMASTER AND FOR CONSTRUCTING AND MAINTAINING THE LATERAL DITCHES NECESSARY FOR THE PROVISION OF SAID WATER TO EACH LOT AS MORE FULLY PROVIDED FOR IN THE ASSOCIATION'S COVENANTS. EXCEPT FOR INCREASING THE NUMBER OF WATER SHARES OWNED BY THE ASSOCIATION, THIS PARAGRAPH 25 MAY NOT BE ALTERED, AMENDED OR MODIFIED.

IX.

AMENDMENTS

NONE OF THE ABOVE RESTRICTIVE COVENANTS SHALL BE ALTERED, AMENDED, WAIVED OR RESCINDED WITH THE WRITTEN CONSENT OF ALL THE CURRENT PROPERTY OWNERS IN COBBLECREST SUBDIVISION.

X.

CONCLUSION

THE RESTRICTIVE COVENANTS HEREIN CONTAINED SHALL BIND THE UNDERSIGNED, THEIR HEIRS, SUCCESSORS, ASSIGNS, GRANTEEES, AND PERSONAL REPRESENTATIVES.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST WRITTEN ABOVE.

[Signature]
Esquire
Residing in [County]

[Signature]
[Signature]

