



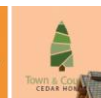
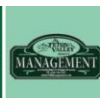
“Local Brokerage, National Results.”

Maps & Documents

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NOV 23 1994 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TETON Co. Id.
Clerk Recorder

COTTONWOOD SHADOWS

THIS DECLARATION, made on the day hereinafter set forth by Cottonwood Shadows Subdivision, hereinafter referred to as "Declarant", the owner of Cottonwood Shadows, in accordance with the plat filed for record on the 27th day of October, 1994, in Teton County, Idaho, as recordation plat No. 118046, and which shall hereinafter be referred to as the "properties".

NOW, THEREFORE, Declarant hereby declares that all of the properties described shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Cottonwood Shadows Homeowners Association, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Cottonwood Shadows Subdivision, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from declarant for the purpose of development and are designated by the Declarant as the successor declarant.

Section 3. "Lot" shall mean and refer to any of the plots of land described above and shown upon any recorded subdivision map of the properties.

Section 4. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean and refer to that certain real property known as Cottonwood Shadows, in accordance with the Plat filed for record on the 27th day of October, 1994, in Teton County, Idaho as recordation Plat No. 118046 and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Cottonwood Shadows" shall mean and refer to the residential subdivision for development known as Cottonwood Shadows Subdivision.

RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN ARE HEREBY DELETED TO THE EXTENT THAT SUCH

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ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have one class of voting membership. The members shall be all owners with the exception of the Declarants 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 lot.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. Each owner of any 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:

- (1) Monthly or annual assessments or charges; and
- (2) 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 assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property, to include common access road and utility line maintenance, Design Committee expenses, common well maintenance providing supplemental water to the pond for water storage, pond maintenance, irrigation canal maintenance, weed control, pest control, entry gate and fence maintenance, property owners association clerk's wages, mailing costs and other related expenses incurred on behalf of the property owner's association.

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Section 3. Maximum Monthly or Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly or annual assessment shall not exceed Fifty Dollars (\$50.00) per month per residential lot. Generally, assessments are the result of a estimated budget prorated among the lot owners and for payment of Association expenses. It shall be the intent to make for the most reasonable and economic operation of the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly or annual assessment may be increased each year not more than five percent (5%) or by the Cost of Living Index increase, whichever is the highest, above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly or annual assessment may be increased above five percent (5%) or by said Cost of Living Index increase by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly or annual assessment at an amount not in excess of the maximum and such increases as are allowed herein.

Section 4. Special Assessment for Capital Improvements.

In addition to the monthly or annual assessments authorized above, the association may levy in any assessment year, 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 a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half (1/2) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized by the Association. Written notice of any meeting called for the purpose of taking any action authorized by the Association shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty-three percent (33%) of all the votes of the membership, or greater shall constitute a quorum. Said quorum requirement is not a majority, due to the fact that many lot owners may be absentee, hence making it difficult and atypical to have volumous participation in the marketplace, even by proxy. 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. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly or annual and special assessments must be fixed at a uniform rate for all lots. Assessments may be collected on a monthly or annual

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basis or as assessed by the Association. Lots owned by the Declarants shall not be assessed until sold by either a deed or a contract.

Section 7. Date of Commencement of Monthly or Annual Assessments: Due Dates. The monthly or annual assessments provided for herein shall commence as to all lots subject to assessment on the first day of the month following the filing for record of this Declaration. The first monthly or annual assessment for lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the monthly or annual assessment and notice of same shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for the reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of thirteen percent (13%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his lot or at the time of purchase, resale or conveyance.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or purchase contract. Sale or transfer of any lot shall not affect the assessment lien.

ARTICLE IV - ARCHITECTURAL CONTROL

Section 1. Design Committee; Organization; Power of Appointment and Removal of Members. There shall be a design committee organized as follows:

- (a) Initially, and prior to the organization of the Cottonwood Shadows Homeowner's Association, the Design Committee shall consist of two members, the owner and the developer. Upon formal organization of the Cottonwood Shadows Homeowner's Association, the design committee shall consist of three (3) members which shall include the above two persons and a third member, being a residing lot owner appointed by the aforementioned members.
- (b) Each of said persons shall hold his office until such time as he has resigned or he has been removed or his successor has been appointed as set forth herein.
- (c) The right from time to time to appoint and remove members of the design committee shall be reserved to and vested in the Association as follows:
 - (1) From and after three (3) years from the date of these Covenants, the Association shall have the right to appoint and remove one member of the design committee.

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(2) From and after six (6) years from the date of these Covenants, the Association shall have the right to appoint and remove two members of the design committee.

(3) The Association shall have the right to appoint and remove all members of the design committee from and after nine (9) years from the date of these Covenants; provided, however, that if Declarants fail to exercise their rights under paragraph (d) above, or record a declaration waiving such rights, the Association shall thereupon and thereafter have the right to appoint and remove all members.

(d) Any member of the design committee may at any time resign from the design committee upon written notice delivered to Declarants or to the Association, which then has the right to appoint and remove members.

Section 2. Initial Design Committee. The members of the initial design committee shall be Asbjorn S. Rostad or Barbara K. Rostad, and Mark S. Rockefeller, the developer, provided that Asbjorn S. or Barbara K. Rostad may designate a qualified third party, acceptable to the aforementioned two members, to act for him in his absence. If the Declarant or the Homeowner's Association decide it is appropriate, an architect member may be appointed. The architect member is not required to be a certified or licensed architect, but shall be familiar with structural and design characteristics typical in the market place. In the absence of a suitable architect member, Mark S. Rockefeller shall serve as same. Mark S. Rockefeller shall receive reasonable compensation for services provided. Records shall be maintained on all Design Committee reviews and issues.

Section 3. Design Committee: Duties. It shall be the duty of the design committee to consider and act upon such proposals for plans submitted to it from time to time, to adopt design committee rules pursuant to Section 5 of this Article, if and as they consider necessary, and to perform such other duties from time to time delegated to it by the Cottonwood Shadows Covenants.

Section 4. Design Committee: Meetings; Action; Compensation; Expenses. The design committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the design committee, unless they authorize one member to respond in writing on behalf of the design committee. The design committee shall keep and maintain a record of all action from time to time taken by the design committee at such meetings or otherwise. The design committee members and the developer shall receive from the Association reasonable fees for professional services rendered, to be paid from monthly assessments or design fees submitted to the Design Committee or the Association. Unless authorized by the Association, the other members of the design committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any design committee function.

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Section 5. Design Committee Rules. The design committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "Design Committee Rules". A copy of the design committee rules, as they may from time to time be adopted, amended or repealed, certified by any member of the design committee, shall be available for each lot owner requesting the same from any member of the design committee, and shall have the same force and effect as if they were a part of these Cottonwood Shadows restrictions. The design committee may record the same if deemed necessary.

Section 6. Non-Waiver. The approval by the design committee of any plans, drawings or specifications for any work done or proposed, or in connections with any other matter requiring the approval of the design committee under the Cottonwood Shadows restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to subsequently or additionally submitted for approval.

Section 7. Estoppel Certificate. Within thirty (30) days after written demand therefore is delivered to the design committee by any owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the design committee, at its discretion may record an Estoppel certificate executed by any two (2) of its members, certifying with respect to any lot of said owner, that as of the date thereof either (a) all improvements or other work made or done upon or with said lot by the owner, or otherwise, comply with these Cottonwood Shadows restrictions, or certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth with particularity the cause of causes for such noncompliance. Any purchaser from the owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarants and all owners, and such purchaser, mortgagee or other encumbrancer.

Section 8. Liability. Neither the design committee nor any member thereof shall be liable to the Association or to any owner or project committee for any damage, loss or prejudice suffered or claimed on 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 Cottonwood Shadows or (d) the execution and filing of an Estoppel certificate pursuant to Section 7 above, of the Article, 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. Without in any way limiting the generality of the foregoing, the design committee, or any member thereof, may, but is not required to, consult with or hear the Association or any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the design committee.

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ARTICLE V - DESIGN STANDARDS

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each lot classified as residential dwelling.

Section 2. Design Character.

- (a) All improvements shall be of new construction. Pre-built, component, or modular construction shall be permitted only when it cannot be distinguished from conventional construction and only upon specific approval of the design committee, which approval of pre-built or modular construction may be withheld completely.
- (b) Exterior materials shall be of rough sawn or planed natural wood, peeled log, stone stucco or synthetic stucco approved by the Design Committee, as to color and texture, or other similar rough textured natural material. Pre-manufactured or uniform turned log components are not acceptable, unless they consist of logs with a minimum diameter of ten inches or larger, and specifically approved by the design committee. Roof materials shall be cedar shake or shingle, cement or ceramic tile, heavy weight asphalt shingle, surfaces. Metal roofing surfaces shall be allowed, so long as they are of non-glare baked enamel type and the coloration, with high ridge configuration, shall require the approval of the design committee. The roof pitches involved shall provide for a minimum of sun reflection. Coloration allowed shall be earthen tones and shall be subject to design committee approval. All structure surfaces shall be of new materials.
- (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, unless approved by the design committee, though semi gloss or satin finishes are acceptable. All exposed metals, to include flashing, shall have a dull colored finish, or shall be flat color anodized or painted. It shall be the intent of these covenants that the wooded, secluded and quality nature of Cottonwood Shadows be maintained and that bright and reflecting building surfaces be prohibited, providing for no visibility of sun reflecting surfaces either from within the boundaries of Cottonwood Shadows or from neighboring property.
- (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 design committee for approval, if required.

Section 3. Building Design.

- (a) Not more than one single family residence shall be constructed on any residential site, unless otherwise stated below. A detached guest suite without cooking facilities or other accessory building may be permitted, subject to the approval of the design committee, if it is of similar

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design character and if located within 100 feet of the main residence. Guest suites shall only be constructed after construction of the primary residence, or simultaneous therewith. Driveway access to guest suites shall be the same driveway used to access the main residence, or an extension thereof, so long as a separate driveway from the subdivision interior access road is not installed. It is the intent that driveway accesses to the interior subdivision access road be minimized.

- (b) The minimum main floor area of any single family residence shall not be less than 1,200 square feet, exclusive of a garage, carport, or unenclosed porches or decks.
- (c) The maximum building height of any residential structure shall not exceed 30 feet, unless approved by the design committee. All heights shall be measured at any cross section of the structure from finished grade to the highest point of the structure immediately above. For the purposes of this section, the elevation of finished grade shall not be more than two feet above existing grade. Minor projections such as chimneys or other structures not enclosing habitable space, but not including solar collectors, shall not be included in the maximum heights. Solar collectors can be less attractive and will be allowed only upon approval of the design committee.
- (d) Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of eighteen inches. Solar collectors shall not be considered as roofs.
- (e) Exposed foundations of concrete or masonry construction shall not have exposed surface which exceeds a height of eight (8) inches above finished grade, unless approved by the design committee.
- (f) Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. As stated above, solar collectors shall be permitted only upon specific approval of the design committee.
- (g) Concern shall be given to the attractive and organized storage of vehicles and equipment, so as to not appear unattractive and the design committee shall have the right to impose regulations related thereto, as well as have the right to cause owners to clean-up or better organize storage of personal property. Of primary concern shall be all lots that adjoin the existing county road, so as to assure the attractive and well kept appearance of lots at or about the entry of Cottonwood Shadows. Owners of all lots shall be bound to cooperate with design committee requirements pertaining to maintenance of lot appearance and structural appearance issues or be subject to imposition of design committee actions causing correction of unattractive settings.

Section 4. Site Design.

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- (a) The minimum setback from property boundary lines to structures constructed on any lot shall be thirty (30) feet from road fronting lot lines, forty (40) feet from side lot lines and forty (40) feet from rear lot lines, unless otherwise varied by the design committee and Teton County, Idaho, as these setbacks are the minimum allowed by Teton County, Idaho. Setbacks shall be subject to variance by the design committee, but only upon approval of same. A site plan shall be submitted to the Design Committee and the location of the residence/garage shall be subject to approval of said Committee. It is the intent of this paragraph to maximize separation of residences, given the relative small lot configurations of Cottonwood Shadows.
- (b) Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet a minimum fall of six inches in ten feet shall be provided at the perimeter of all buildings which have gravel or earthen surfaces and one inch in ten feet for impervious surfaces. The entire site shall have positive drainage to common open space or rights-of-way and shall utilize swales as required. Erosion shall be avoided or minimized through the use of organic or other ground cover. Special care shall be given to avoid interference with existing drainage ditches or canals providing
- (c) Automobile storage shall provide for a minimum of the two outdoor parking spaces, and one required indoor parking space, being either a carport or garage, for each dwelling unit. Parking spaces, whether interior or exterior, shall have minimum dimensions not less than ten feet wide by twenty feet long and shall be readily accessible by the driveway. All parking spaces shall have a surface of either asphalt, concrete or clean crushed finish gravel. When a detached garage also serves as the "one indoor parking space", same must be constructed within eighteen months after the outset of initial construction.
- (d) Perimeter lot or other fencing, except garden fences designed to restrain deer, elk, moose and other animals shall not be allowed on any lot. All fencing shall be subject to approval by the design committee. Privacy fences shall be allowed. A privacy fence is a fence which is architecturally integrated with a building and is located within 30 feet of building structures and same shall be subject to Design Committee Approval. Garden fences shall be subject to design committee approval prior to construction. In the event that common/open space is used as pasture, this paragraph may be amended, subject to subsequent amendment provisions, herein.
- (e) Utilities shall be installed underground. No antenna shall be installed on any structure or lot so that it is substantially visible from any other lot. Satellite dishes shall be of black mesh construction and not white or easily visible colors. Same shall be screened from view from other residences, lots and common roadways. The design committee shall determine acceptability of antenna or dish installation and the newer model, smaller dishes may be required, at the discretion of the Design Committee.
- (f) Tree removal shall be prohibited unless natural causes have caused trees to die. Tree removal shall be allowed only at the location of the residence and other allowable buildings or improvements, as well as on the driveway routes, only upon the prior approval of the Design

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Committee. Tree removal may be disallowed, even when in conflict with proposed building location, at the discretion of the Design Committee. It is the intention of these restrictions to maintain a maximally wooded environment for the purpose of affording seclusion and privacy, as well as maximizing tree and vegetation growth to minimize erosion and maintain the hillside soil stability. Variances shall be considered on an individual basis for tree removal on lots, for the purpose of view enhancement. Continued use of water rights shall be maintained, as a method of irrigating tree corridors, as well as for pond support.

ARTICLE VI

LAND CLASSIFICATIONS, USES AND RESTRICTIVE COVENANTS

Section 1. Land Classifications. All land within the Cottonwood Shadows has been classified into the following areas.

- (a) Residential;
- (b) Common/Open Space;
- (c) Miscellaneous areas;
- (d) Cottonwood Shadows Drive and connecting interior access roads, a private road.

As more particularly shown on the plat of the Subdivision on file in the Office of the Teton County Clerk, Teton County, Idaho as Plat No. 118046.

Section 2. General Restrictions. The following general restrictions shall apply to all land, regardless of classification:

- (a) No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, lot or tract, and no excavation or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, lot or tract until the plans, specifications and exterior material samples and color selections therefore have been approved in writing and a building permit has been issued by the design committee. Plans for buildings for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating heights, a list of exterior materials, and a site plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes.

(b) The sum of One hundred (\$100.00) for each residential lot shall be submitted, along with the proposed building, site or alteration plans to the design committee to cover the expense of reviewing said plans. Said amount may be increased from time to time by the design committee rules.

(c) Two copies of any proposed plans and related data shall be furnished to the design committee, one of which may be retained by the design committee for its records. Any approval given by the design committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

Section 3. Residential Area; Uses; Restrictions.

(a) Each residential lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence; provided, however, that nothing in this subparagraph (a) shall be deemed to prevent:

(1) Any artist, artisan or craftsman from pursuing his artistic calling upon the lot or dwelling not owned by such artisan if such artist, artisan or craftsman also used such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such lot or dwelling unit;

(2) The leasing of any lot from time to time by the owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association.

(b) Each residential lot, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good conditions and repair, and in such manner as not to create a fire hazard, all at such owner's sole cost and expense.

(c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots. In determining whether there has been a violation of this paragraph recognition must be given to the premise that owners by virtue of their interest and participation in Cottonwood Shadows, are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Cottonwood Shadows. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and improvements located thereon, shall be placed or used upon any lot.

(d) No domestic animals or fowl shall be maintained on any lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all

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times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Unrestrained dogs or cats are often predatory in nature and prey upon or otherwise harass wildlife. The Association shall have the right to assess, in conjunction with other maintenance assessments, Association established penalties against owners who violate this restriction. The minimum penalty shall be \$100 for the first offense, \$200 for the second offense and if a third offense by a given owner occurs, the Association shall have the right to impound the offending pet. Non-owners shall not have the right to enter Cottonwood Shadows with unrestrained pets. If violated, the Association shall have the right to take legal action against the offender.

(e) No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any lot, except:

- (1) Such signs as may be required by legal proceedings;
 - (2) Residential identification signs of a combined total face area of two (2) square feet or less for each residence, and signs used in connection with facilities of a directory, informational or instructional nature;
 - (3) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors, and tradesmen;
 - (4) Not more than one "for sale" or "for rent" sign having a maximum face area of six (6) square feet per side per lot; and
 - (5) Such residential identification signs to be placed in common areas associated with each living unit area, as the homeowners within that area determine appropriate and feasible.
- (f) No house trailer, mobile home, tent, teepee or similar facility or structure shall be kept, placed or maintained upon any lot at any time, excepting that teepees and tents may be used recreationally and for temporary periods of time; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved the design committee.
- (g) No trailer of any kind, truck camper or boat shall be kept, placed or maintained upon any lot in such a manner that such a trailer, truck camper or boat is visible from neighboring property, unless the same is approved as a temporary construction or facility as provided above.

(h) No accessory structures, buildings, garages or shed shall be constructed, placed or maintained upon any lot prior to the construction of the main structure of the residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main structure.

(i) All garbage and trash shall be placed and kept in covered containers which shall not be accessible to wildlife that may disturb and make same unsightly. Same shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the homeowners association, which may provide for common collection points. The maintenance of accumulation waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector.

(j) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring lots, residences or common roadways located within the subdivision, unless approved by the design committee.

(k) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except where approved and authorized by the Association rules.

(l) All wood burning appliances shall comply with U.L. (Underwriter Laboratories) emission standards. Chimneys shall be maintained with spark arrestors at all times. The Association's design committee shall have the right to make inspection of wood burning appliances, so as to determine that same function in accordance with U.L. emission standards.

(m) All external lighting shall be installed so as to not make for glare to any other lot or the valley floor and said glare shall not be visible to any other residence. Necessary shrouding shall be approved by the design committee. No elevated lighting shall be installed so as to serve the yard lights, for security purposes or otherwise. In the event of conflict or violation, the design committee shall have the right to intervene and instruct that glaring lights shall be removed at the owners expense. The enforcement of these provisions shall be reasonable and are not intended to disallow prudent exterior lighting.

(n) No firearms shall be discharged and there shall be no hunting of any kind within Cottonwood Shadows. Cottonwood Shadows drive is a private road and Cottonwood Shadows is private property. The Association shall have the right to disallow general public access, other than customary law enforcement and fire fighting personnel and related equipment.

(o) The Association shall have the right to establish, install and maintain common mail box installations which shall be subject to design committee approval and all owners shall be required to cooperate with, use, and maintain same. This provision may be necessary to meet postal service rural route carrier requirements.

(p) Easements: There are, hereby, reserved for the purpose of installing and maintaining utility facilities, for such other purposes incidental to the development of the property, the easements, being 10' each side of all common lot lines.

ARTICLE VII

ADDITIONAL COVENANTS - MISCELLANEOUS AREAS

Section 1. Use of Miscellaneous Areas. No property owner shall have the right to occupy or possess any of the miscellaneous areas by reason of owning a lot in the Cottonwood Shadows.

Section 2. Homeowners Association. If any of the miscellaneous areas are subsequently conveyed to the Homeowners Association, the Homeowners Association shall thereafter have the right and duty to determine the usage to be made of the miscellaneous areas, provided, however, that such miscellaneous areas shall not be further subdivided for residential or multiple family dwelling.

ARTICLE VIII - GENERAL PROVISIONS

Section 1. Lot Splitting; Consolidation.

(a) Two or more contiguous lots within the Cottonwood Shadows Development may be combined, provided notice of intention to consolidate such lots is filed with the design committee. Such consolidated lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single lot except for the purpose of levying and collecting assessments. At the discretion of the Association, consolidated lots may be assessed at lesser rates than would otherwise be assessed individually.

(b) No residential lot within Cottonwood Shadows shall be split, unless such lot as that is split is then consolidated with a contiguous lot, and unless the resulting area to be built on shall be larger than one lot. Subject to a lot split allowance approval by the Teton County Planning Department.

Section 2. Assignment of Powers. Any and all of the rights and powers vested in Declarants pursuant to Cottonwood Shadows restrictions may be delegated, transferred, assigned, conveyed or released by Declarants to the Association, and the Association shall accept the same, effective upon the recording by the Declarants of a notice of such delegation, transfer, assignment, conveyance or release.

Section 3. Notices; Documents; Delivery. Any notice or other document permitted or required by Cottonwood Shadows restrictions to be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the design committee, mail same to Mark S. Rockefeller, Developer, Cottonwood Shadows, P.O. Box 604, Driggs, Idaho 83422; provided, however, that any such address may be changed from time to time by an owner, by the design committee, or by Declarants by notice in writing, delivered to Association members.

Section 4. Recreation Facilities. The Homeowners Association shall have the right to construct such recreational facilities on any portion of property owned by the Association that may be approved by a majority vote of the members voting at any regular or special meeting called in accordance with the provisions of these covenants.

Section 5. The common/open space of Cottonwood Shadows shall be maintained by the Association, in a manner so as to not be in conflict with neighboring uses, to include weed control and the avoidance of accumulation of debris, refuse, equipment or other personal property.

Section 6. A Water Steward shall be appointed by the Association or Declarant, so as to maintain maximal flows of the "high water" rights available to the original 55+ acres now known as Cottonwood Shadows. Particular attention shall be given to maintain maximum depth of the pond located in the open space, as well as maintaining flows through existing channels for irrigation of existing treed corridors. Said Water Steward shall be responsible for maintaining water right use, so as to not lose said water rights appurtenant to Cottonwood Shadows. It is understood that said water rights are not anything more than "high water" rights, as defined by the Fox Creek Canal Co., Teton County, Idaho.

Section 7. The pond located in open space is required by Teton County, Idaho, so as to provide continuous and volumous water supply for fire fighting purposes on a year round basis, as well as to serve as a visual amenity to Cottonwood Shadows. The Association shall maintain year round access to the hydrant, accessible to Teton County Fire Department, so as to be in good working order at all times. The supplemental water well system shall serve to keep water flowing, so as to minimize accumulation of undesirable pond formations, such as algae and the like. Excess water shall flow west, into the open space, irrigating same and away from existing residences, so as to not create a nuisance or wetland.

Fire Pond: The Teton County Fire Marshall shall have access to conduct periodic inspections of the fire pond and dry hydrant system. Owners and their guest shall use and enjoy the pond at their own risk and do hereby acknowledge in purchasing a lot that they are thereby releasing Declarants from any and all liability for any mishap which might occur from the use thereof. Further, the owners are accepting any and all liability occasioned to any guest of theirs and indemnifying the Declarants therefrom. Only the Declarants do specifically reserve the right

to allow additional fire fighting use of the pond for areas other than this subdivision. Any monies received therefrom shall be the Declarants' with no disbursement or contribution owing to the lot owners of Cottonwood Shadows Subdivision. The Association shall be responsible for maintaining continual posting of signage related to use of pond and all common areas, such as "use or enter at own risk".

Section 8. Well located in the Northwest corner of Lot 9. A 20 foot wide easement being 10 foot on either side of the common property line across portions of lots 1, 10, 6, 7, 8, & 9.

Section 9. All irrigation ditches are subject to an Easement for maintenance being 10' each side of property lines to allow for the maintenance and repair of said ditches.

ARTICLE IX

ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration of Restrictions. All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 3. Amendment. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Idaho. The Declarants shall have the right, during such time as it owns not less than thirty-five percent (35%) of the lots, in number, to change or modify these covenants, and all lots within Cottonwood Shadows including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarants and placed of record in the Office of the County Clerk of Teton County, Idaho.

Section 4. Annexation. Additional residential property and common area may be annexed to the properties in accordance with the provisions of Section 2 (b) of Article X, or with the consent of one-half (1/2) of the members.

Section 5. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any lot owner; and such remedies shall be deemed cumulative and not exclusive.

Section 6. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarants, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative for any reason becomes unenforceable.

Section 7. Variances. The design committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in referred to the requirements contained in Article VI, Section 3, for the purpose of enhancing the placement of improvements in the neighborhood. Any variances or adjustments of these conditions, covenants and restrictions granted by the design committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

Dated this 27th day of October, 1994.

Asbjorn S. Rostad
Asbjorn S. Rostad
Cottonwood Shadows, President

Barbara K. Rostad
Barbara K. Rostad
Cottonwood Shadows, Vice-President

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Asbjorn S. Rostad, President and Barbara K. Rostad, Vice-President, Cottonwood Shadows Subdivision.

Witness my hand and official seal.

Mark S. Rockefeller
Mark S. Rockefeller, Notary Public
Residing at Driggs, Idaho.
Commission Expires: 3-30-2000



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FILED
AT THE REQUEST OF
Asbjorn S. Rostad
MINUTES PAST 1 P M
DATE October 23, 1994
Debra S. Drake
CLERK OF RECORDER
BY Debra S. Drake
DEPUTY

Filed ✓
Indexed _____
Plat No. _____