



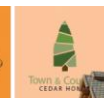
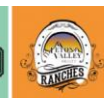
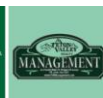
“Local Brokerage, National Results.”

Maps & Documents

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CROOKED CREEK SUBDIVISION
TETON COUNTY, STATE OF IDAHO**

This Declaration of Covenants, Conditions and Restrictions is made to be effective the 15 day of November 2007 by Sarah Francis is hereinafter called "Declarants"

In order to protect Homeowners and subsequent lots of Crooked Creek Subdivision, the declarants, hereby establish the following restrictive covenants on said real estate, which covenants shall be prior to any and all claims of any type and which covenants shall run with the land.

When used hereinafter, the term Crooked Creek shall mean Crooked Creek 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 to grantee as such successor in interest to Crooked Creek Subdivision.

1. GENERAL PURPOSE

1.01 **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, desirability and attractiveness, and to provide seclusion and a pleasant environment to persons acquiring title of such property.

2. PROPERTY SUBJECT TO DECLARATION

2.01 **Property Covered:** Real property located in SW ¼ Section 14, Township 5 N, Range 45 E., B. M. in Teton County, Idaho designated as Crooked Creek Subdivision, according to the plat thereof, recorder with this instrument, in the records of Teton County, Idaho. Crooked Creek Subdivision consists of eight (8) lots, referred to as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, and Lot 8. For the purpose of this Agreement Crooked Creek Subdivision will apply to all eight (8) lots.

3. LAND CLASSIFICATION AND DEFINITIONS

3.01 **Lots:** As used herein, a lot shall be any lot size or tract described in or shown on a recorded plat.

Instrument # 193522
TETON COUNTY, IDAHO
2007-11-27
Recorded for : NELSON ENGINEERING
MARY LOU HANSEN
Ex-Officio Recorder Deputy
Index to: DECLARATION OF COVENANTS
03:51:00 No. of Pages: 8
Fee: 24.00
Mary Lou Hansen

3.02 **Common Areas**: Common areas shall include the common road, fire ponds surrounding landscape green belt areas, and the main entrance.

3.03 **Common Services**: Common Services shall mean roadway maintenance, including weed control and snow removal services, utility line maintenance or repair services for common road and utility lines located in the right of way of such roads. Utility lines shall include electric and telephone lines. Irrigation lines (if applicable) shall be located in the irrigation right of way located on the subdivision boundary. Additional common services shall include maintenance of the exterior boundary line fences, main entrance, fire pond and surrounding landscaped areas

3.04 **Property**: As used herein, property shall mean any and all property which is now or any hereafter be subject to this declaration, including lots, public or private streets and roads or any private or public easements or ways and including any and all improvements on any of the foregoing.

4. HOMEOWNERS' ASSOCIATION MEMBERSHIP

4.01 One (1) owner of each lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

4.02 The Homeowners' Association shall have one class of voting membership. Members shall all be lot owners and shall be entitled to one (1) 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 (1) vote be cast with respect to any lot.

4.03 The Homeowners' Association shall be responsible for the enforcement and administration of the requirements of these covenants and shall contract for and supervise common services, enforce the development and use regulations, and take all other actions necessary to administer and enforce these covenants.

4.04 The Homeowners' Association shall meet from time to time as necessary to administer and enforce these covenants. The owners through the purchase of their lots agree to serve on the Homeowner's Association.

4.05 The Homeowners' Association shall contract for maintenance of snow removal and periodic maintenance services on the common road, fire control, and common services. The Association shall prepare an annual budget estimate. Billing for common services will be paid by lot owners within thirty (30) days of the billing date. Each lot owner will be responsible for and billed for their respective share of the cost of common services. The initial assessment for common services will commence from and after the

date of closing on a lot. Any assessment not paid thirty (30) days after the due date shall incur a 20% penalty. The Homeowners' Association may bring an action at law against the owner personally obligated to pay the same, or place a lien on the lot owner's property. The lien of the assessments provided herein shall be subordinate to the lien of any existing first mortgage. Sale or transfer of any lots shall not affect the assessment lien.

A. Assessments. Costs for road maintenance, fire pond, and its water system maintenance and utility maintenance will be assessed on a per lot basis.

B. Special Assessments. On the approval of a majority of the voting members in person or with a proxy, the homeowners' association shall have the authority to establish special assessments to meet emergency or unusual conditions that have arisen with regard to the access facilities or utilities which service the property. Special assessments shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty (30) days of the billing date.

C. Limitation of Liability. Neither the Homeowners' Association nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that the Association or member thereof has acted in good faith.

5. GENERAL RESTRICTIONS

All development and use shall conform to the following requirements:

5.01 **Subdividing:** No lot may be further subdivided, or any easement or other interest therein less than the whole be conveyed by the owner.

5.02 **Utilities:** Connections to the utility lines shall be completed at the owners' expense and shall be underground.

5.03 **Fire Protection:** The use of fire hydrants will be provided by Cache Townsite Subdivision (Owner: Kerry Gee), in case of a fire that threatens any structure within the Crooked Creek Subdivision. This access shall be limited to fire suppression use only. A fee of \$100 annually/lot shall be paid for this service, and is subject to increases based on the Consumer Price Index and the Agreement entered into by the Declarants.

5.04 **Use of Lots and Living Units:** Conformity with any and all applicable land use regulations of Teton County shall be required in addition to these covenants. In case of any conflict, the more stringent requirements shall govern.

A. All lots and living units are restricted to residential and recreational housing. No lot or living unit shall be use, occupied or altered in violation of law, so as to detract from the appearance or value of any other lot or living unit so as to create a nuisance or interfere with the rights of any owner.

B. The rental of property by the owner for residential purposes is permitted provided the above provisions are honored.

5.05 **Maintenance**: Each lot and all improvements thereon shall be maintained in a clean, safe, and sightly condition. No junk or inoperative cars or trucks shall be parked on any lot. 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 screened from view. No metals, bulk materials or scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any lot unless within an enclosed structure or screened from view. All property owners will be responsible for the cost and removal of refuse.

5.06 **Waste Disposal**: Each structure designed for human occupancy shall be connected to an adequate waste disposal system. Each system will be developed at the owners' expense. Such waste disposal system shall conform to the standards applicable for the area, including, but not limited to, the Idaho State Public Health Department. No outdoor toilets shall be permitted, except during construction for temporary use. Outdoor toilets must be of a storage type and be serviced on a need basis.

5.07 **Nuisances**: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Crooked Creek Subdivision.

A. No odors shall be permitted to arise from any lots so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants.

B. 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 (This includes but is not limited to barking and unleashed dogs). Without limiting the generality of any of the foregoing provisions, 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.

5.08 **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. All open fires on any property will be in a contained barbeque unit or within a safe, well designed fire ring and always supervised and attended by each lot owner.

5.09 **Livestock and Pets:** Livestock and domestic pets may be kept or maintained on any lot as provided, but not to exceed Teton County regulations. No sled dogs or dog compounds are permitted upon the property.

5.10 **Pasture Maintenance:** All pastures are to be maintained in a greened, verdant condition as the seasons allow. A quarter acre (104' X 104' square) or smaller size paddock is required. The paddock is to be used to rest the pastures, as required to maintain its verdant condition. The paddock shall not be built within 50 feet of any property boundary.

5.11 **Noxious Weeds:** Each owner shall take all actions necessary to control noxious weeds as defined by the standards and guidelines established by Teton County, Idaho and/or the Board of Directors.

A. Noxious weeds must be kept under control at all times at the expense of the owner and lots should not be left in an uncared for condition.

B. In the event that a lot owner fails to comply with weed control, either the Developers or the Crooked Creek Homeowners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lot. A \$400.00 penalty will be assessed to the lot and a lien recorded in the office of the Clerk of Teton County Idaho to collect the penalty and the cost of the weed eradication if the owner does not reimburse said weed control costs.

5.12 **Right To Farm Act:** This Declaration shall be in compliance with the Right to Farm Act- Idaho Code Title 22, Chapter 45, 22-45-01 through 22-45-04 is here by made of this document.

5.13 **Excavation and Mining:** No excavation for stone, sand, gravel or earth, shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operations, quarrying, or mining operations of any kind is permitted on any lot.

5.14 **Easements:** Easements are, hereby, reserved for the purpose of installing and maintaining utility facilities, and for such other purposes incidental to the development of the property. These include access to irrigation pipes and other easements shown on the plat of the property.

6. ARCHITECTURAL RESTRICTIONS

6.01 **Prohibited Structures:** No temporary structures, such as mobile homes, campers, shacks, or other similar buildings shall be permitted on any lot, except during construction and no longer than one year. Tents and teepees may be used solely for short term camping and may not be used as a permanent residence.

6.02 **Building Envelopes**: Building envelopes for the primary residential or guest house structures for each lot are designated on a map held and maintained by the Declarants. No residential or guest house structures shall be placed outside of the specified building envelopes. Relocation of building envelopes must have the approval of the Directors of the Crooked Creek Homeowner's Association.

6.03 **Authorized Structures and Construction**: No building or structure shall be constructed, placed or maintained on any lot except one (1) primary residence, garage facilities, one (1) guest house and associated out buildings such as stable, barn and corral facilities not to exceed a total of five (5) buildings or structures on any one lot.

A. Lot One will be allowed no more than eight (8) structures and not exceed more than two (2) primary residences and two (2) guest houses.

B. All structures on any lot shall be compatible in design and materials

C. No non-approved materials, modular, or mobile homes will be allowed except during construction of the residential structure. All construction or improvements shall be of a new construction.

D. All construction and alteration, in addition, shall comply with all zoning and applicable laws of Teton County, Idaho

6.04 **Height Limitations, Setbacks, Floor Area**: . All construction and alterations shall comply with such State of Idaho and Teton County, Idaho Building, health and safety codes as may be applicable, as well as the following standard codes or their official amendments: Uniform Building Code, National Plumbing Code, National Electrical Code, all current editions. Both height and location of any structure to be placed on a lot shall obtain prior written approval from the Homeowners' Association.

A. Principal residences shall have a maximum floor area of four thousand (4000) square feet and any guest house may have a maximum floor area of fifteen hundred (1500) square feet.

B. No building shall be of a height which will unreasonably block views to the surrounding area. Building height shall be measured from existing grade to the highest point of the roof structure.

C. All structures shall be set back a reasonable distance from the lot line.

D. All buildings shall be located within the building envelopes as shown on the recorded plat of Crooked Creek Subdivision.

6.05 **Foundations**: If a lot owner has a basement, the lot owner assumes all responsibility for any resulting water issues related to their basement. The Developers

and Board of Directors recommend that lot owners consult with their home builders and engineers when considering a structure with a basement and do not warrant the suitability of any lot for basements. Crawl space or slab foundations are permitted.

6.06 **Roof:** All primary residence and guest house primary roofs must be a minimum pitch of six (6) feet in twelve (12) feet and all secondary roofs shall have a minimum pitch of four (4) feet in twelve (12) feet. All roofs must have a minimum overhang of twenty-four (24) inches. Some exceptions may be allowed with a unanimous vote of the lot owners.

6.07 **Exterior Finishes:** Exterior finishes on natural wood shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. All exposed metal and vinyl shall have a flat, non-reflective dull colored finish, or shall be flat color anodized or painted.

6.08 **Outdoor Lighting:** All external lighting will be downward lighting and shall be so arranged as to reflect light away from adjacent lots and away from the vision of passing motorists. Exterior lighting shall be limited to 100 watts and shall comply with Section 9-1-12 of the Teton County Subdivision Ordinance, as amended.

6.09 **Repair of Buildings:** No improvement upon any property within Crooked Creek 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.

6.10 **Fences:** Fences or walls shall be of wood, stone or stucco. No fence or wall of chain link, wire mesh, slump block, or concrete block shall be allowed. No fence shall exceed six feet in height. Fences must be constructed in such a way as to allow access to utility lines for maintenance purposes.

7. EXCEPTIONS OR AMENDMENTS

7.01 Exceptions or amendments to any of the above may be granted if approved by at least five (5) of the eight 8 lot owners within Crooked Creek Subdivision.

8. CONCLUSION

The restrictive covenants herein contained shall bind the undersigned, their heirs, successors, assigns, grantees, and personal representatives.

Developer, Sarah Francis

By: *Sarah Francis* Sarah Francis
- Developer

STATE OF Idaho)
COUNTY OF Teton))SS.

I certify that I know or have satisfactory evidence that **Sarah Francis** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11-19-2007

Rachelle Fullmer
(Signature)

(Seal or Stamp)

Notary Public in and for the State of Idaho,
Residing at Tetonia
My commission expires 11-17-2008

