



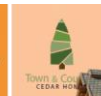
“Local Brokerage, National Results.”

Maps & Documents

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Phone: 208.354.2439
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253 S. Main St. Box 604, Driggs ID 83422
57 S Main St. # 210 Victor, ID 83455



AMENDED AND RESTATED
**Declarations of Covenants, Conditions, and Restrictions
For Deer Ridge Subdivision**

This declaration is made this 20th Day of September, 2008.

When used hereinafter, the term Deer Ridge Subdivision, shall mean Deer Ridge Subdivision or any successor in interest to Deer Ridge Subdivision 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 Deer Ridge Subdivision under this declaration.

1. General Purposes

1.01 General Purposes: This declaration is executed to establish and maintain as part of a general plat 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 Teton County, Idaho designated as Deer Ridge Subdivision according to the plat thereof, recorded with this instrument, in the records of Teton County, Idaho. Deer Ridge Subdivision consists of 5 lots, referred to as lot 1, lot 2, lot 3, lot 4, and lot 5. For the purpose of this Agreement Deer Ridge Subdivision will apply to all 5 lots.

3. Land Classification and Definitions

3.01 Lots: As used herein, a lot shall be any lot size or tract described in a recorded instrument or shown on a recorded plat which is not otherwise identified for the recorded plat or in the recorded instrument.

3.02 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 in other property under any other land classification, 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.

3.03 All roads in Deer Ridge Subdivision will be of private status.

Instrument # 201416

TETON COUNTY, IDAHO

11-21-2008 08:21:00 No. of Pages: 6

Recorded for: ROBERT PEARSON

MARY LOU HANSEN Fee: 18.00

EX-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS



4. General Restrictions

- 4.01 Vehicles: All vehicles, including but not limited to cars, trucks, boats, trailers, motor homes, snowmobiles, snow removal equipment, garden and maintenance equipment motorcycles, trail bikes, 3 and 4 wheeled off-road powered devices and campers, shall be parked only within the lot of the owner in an enclosed garage at all times. Snowmobiles may remain outside on a temporary basis. The garage must be a permanent structure with walls and roof.
- 4.02 Use of Lots and Living Units: All lots and living units are restricted to residential and recreational housing. No lot or living unit shall be used, 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. No gainful occupation, family day-care, profession, trade, or other nonresidential use shall be conducted on any such lot or living unit, provided, however, that nothing in this declaration shall prevent the rental of property by the owner thereof for residential purposes. No signs for purposes of advertising shall be permitted.
- 4.03 Animals: No animals of any kind shall be raised, bred, or kept for any commercial purpose. **The number of large and small pets shall be kept at a reasonable number. The association, if needed, can place a maximum for each lot.**
- 4.04 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise there from so as to render any part of the property unsanitary or unsightly or which would be offensive or detrimental to any part of the property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the property so as to be offensive or detrimental to any other part of the property or to the occupants thereof.
- 4.05 Unsightly articles: No unsightly articles shall be permitted to remain on a lot so as to be screened from any other 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 appropriately screened from view. No metal, bulk materials or scrap, or refuse or trash shall be kept, stored or allowed to accumulate on any lot except within an enclosed structure or when appropriately screened from view.
- 4.06 Hazardous Activities: No activities shall be conducted on property and no improvements shall be constructed which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on the property and no open fires shall be lighted on the property except in a contained barbecue unit while attending and in use for cooking purposes or within a safe and well designated exterior fireplace. Such exterior fireplace or fire-pit is to be used for recreational use only, at no time may refuse or garbage be burned on the property.

- 4.07 Temporary or Other Structures: Structures of a temporary nature, trailers, basement houses, or shacks shall not be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the property at any time. Tents and teepees may be used solely for short term camping and may not be used as a permanent residence.
- 4.08 Mining & Drilling: No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth, except that grantor may be appropriate permit, grant license for easement allow the drilling of wells for the extraction of water.
- 4.09 **Propane Tanks: Propane tanks can be below or above ground. Above ground tanks should be situated out of view as much as possible and comply to code requirements.**
- 4.10 Noxious Weeds: Noxious weeds must be kept under control at all times at the expense of the owner, and lots should not be left in a uncared for condition. In the event that a lot owner fails to comply with weed control, either the Owners or the Deer Ridge Homeowners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lot. A \$300.00 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 **removal** costs.
- 4.11 Lots 4 and 5 of Deer Ridge Subdivision shall have the sole responsibility of the maintenance of Deer Ridge Trail. No responsibility of the road maintenance shall fall upon the lot owners of **Deer Ridge** Subdivision.
- 4.12 Landscaping: Each lot owner shall have the responsibility and obligation to maintain and Landscape their lot in an esthetically pleasing way.

5. **Architectural Restrictions**

- 5.01 Fences: Fences or walls shall be of wood, brick, stone, **metal pipe**, 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.
- 5.02 Outdoor Lighting: Any outdoor lighting shall be so arranged as to reflect light away from the vision of passing motorists. Downward directed, low wattage, dark sky lighting is required for Deer Ridge Subdivision, in compliance with Teton Country Lighting Ordinance Section 9-4-12.
- 5.03 Garage: No lot shall be improved with a dwelling without constructing a garage at the same time.
- 5.04 Roof: All roofs must be a minimum of a 6/12 pitch. Some exceptions may be allowed with a 2/3 vote of the lot owners.
- 5.05 Structures: Each lot will be allowed to have a maximum of 3 buildings with all construction to match adjoining buildings on the lot. Only 1 main residential structure will be allowed.

- 5.06 County Setbacks: All structures will be in complete conformance to Teton county setbacks and height restrictions for the ARR-2.5 zone.

6. Exceptions or Amendments

Exceptions or amendments to any of **these restrictive covenants** may be granted by the unanimous approval of all property owners within Deer Ridge Subdivision.

7. Miscellaneous

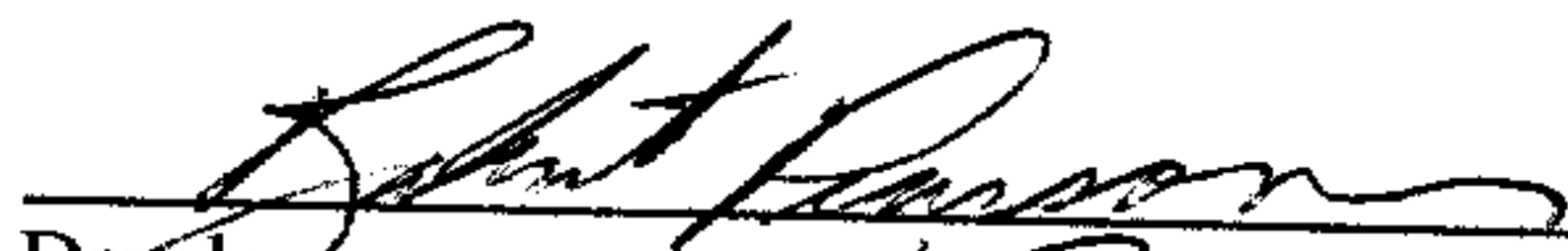
- 7.01 Maintenance: Each lot owner agrees to maintain their individual driveways. **The owners of lot 1 and lot 2 shall split any labor or costs incurred to keep the joint entry way to their homes open at all times.** The developer will be responsible for noxious weeds on the property until the lots have been sold. At the time of sale, noxious weed control will become the responsibility of the lot owner.
- 7.02 The Association: The Association is the Deer Ridge Subdivision Homeowners' Association, which is the nonprofit association or corporation established for the purpose of administering and enforcing the provisions of these Covenants.
- 7.03 Membership: Each owner of a lot within Deer Ridge Subdivision shall be a member of the Association. Membership in the Association shall be appurtenant to each Lot and shall not be subject to severance from the ownership of such Lot. Each ownership shall constitute one member.
- 7.04 Voting. The member(s) owning each Lot shall have one vote for each lot to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a Lot, the vote of such members shall be cast as determined by the owners of such Lot. In the event of any dispute among joint owners of a Lot, the **Association** shall have the right to disqualify such members from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such members' vote.
- 7.05 Lot Splits: There will be no further division of any lots within Deer Ridge Subdivision.
- 7.06 Fire Pond: The fire pond for Deer Ridge Subdivision, serving all lots, will be located on Lot 1. The owner of Lot 1 has sole use of this pond for recreational purposes; however it is designated and recognized as the fire protection source for all lots within the subdivision. **All lot owners will share equally in the cost of maintaining the pond including any costs incurred by county or state officials. The owner of lot 1 will be responsible for keeping the pond at a proper water level. The association will set up a bank account to which monthly or annual dues (to be set by the association) will be credited to the checking account to be used to pay equally all pond and association expenses. The developer has acquired approximately 18 lengths of 3" irrigation pipe.**

This pipe is to be used in any manner which will assist in the irrigation of their acreage. These sprinklers are for the use and benefit of lot 1, lot 2 and lot 3. The irrigation pipe shall be the property of the homeowners association and is now situated on lot 1.

- 7.07 Lot Sales: No lots may be sold (warranty deeds transferred) prior to the recording of the final plat in the Office of the Recorder of Teton County, Idaho. Furthermore, no certificate of occupancy shall be given until all infrastructure improvements have been completed.
- 7.08 Right to Farm Act: Idaho Code Chapter 45, Sections 22-4501 through 22-4504. It is the intent of the legislature to reduce the loss to the state of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the state of Idaho. "Agricultural Operation" includes, without limitation, any facility for the growing, raising, or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the producing for commercial purposes of livestock or agricultural commodities. No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or an appurtenance to it.

8. Conclusion

Deer Ridge is a mini subdivision comprised of only 5 lots. It is therefore, perceived that any deletions, changes or additions to these covenants can be made quite easily. The restrictive covenants herein contained shall bind the undersigned, their heirs, successors, assigns, grantees and personal representatives. In witness whereof, the undersigned have executed this instrument the day and year first written above.


Developer ROBERT PEARSON

Recorded in Teton County, Idaho

Instrument No. _____

State of Idaho

County of ~~Bonneville~~ Teton

I on this 20th Day of November 2008 Before me, a Notary Public, in and for the said State, personally appeared Robert Pearson, known to be the person whose name is executed above and acknowledged that he executed the same.

Notary Public:

Kerette N. Dolt



Residing:

Teton, Id.

Commission Expires

1-3-12

Instrument # 194622

TETON COUNTY, IDAHO

2008-01-07

04:45:00 No. of Pages: 5

Recorded for : A W ENGINEERING

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

B. G. Mead
Fee: 15.00

194622 JAN 7 '08 PM 4:45

Declarations of Covenants, Conditions, and Restrictions For Deer Ridge Subdivision

This declaration is made this 31 day of December, 2007.

When used hereinafter, the term Deer Ridge Subdivision, shall mean Deer Ridge Subdivision or any successor in interest to Deer Ridge Subdivision 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 Deer Ridge Subdivision under this declaration.

1. General Purposes

1.01 General Purposes: This declaration is executed to establish and maintain as part of a general plat 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

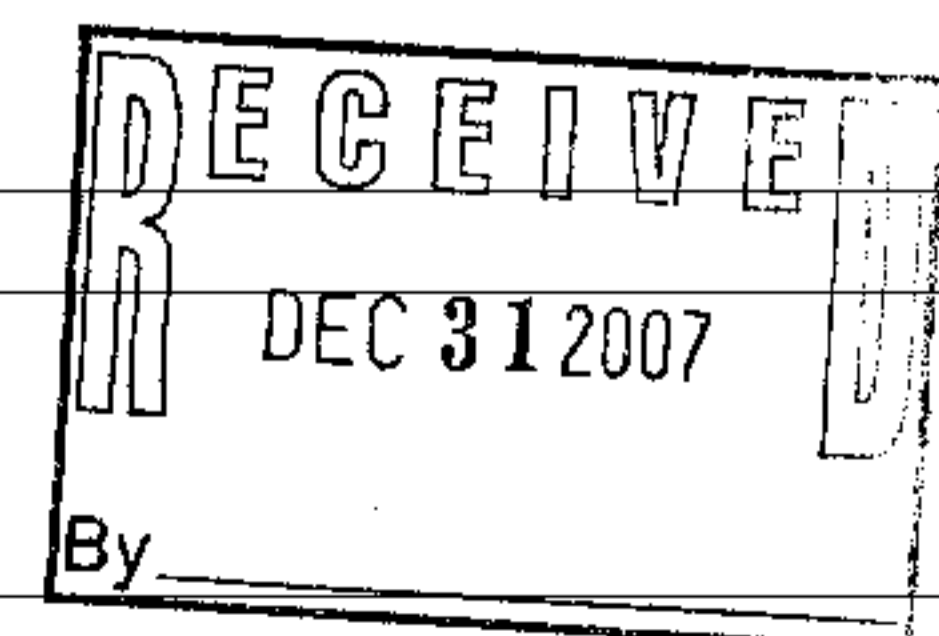
2.01 Property Covered: Real property located in Teton County, Idaho designated as Deer Ridge Subdivision according to the plat thereof, recorded with this instrument, in the records of Teton County, Idaho. Deer Ridge Subdivision consists of 5 lots, referred to as lot 1, lot 2, lot 3, lot 4, and lot 5. For the purpose of this Agreement Deer Ridge Subdivision will apply to all 5 lots.

3. Land Classification and Definitions

3.01 Lots: As used herein, a lot shall be any lot size or tract described in a recorded instrument or shown on a recorded plat which is not otherwise identified for the recorded plat or in the recorded instrument.

3.02 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 in other property under any other land classification, 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.

3.03 All roads in Deer Ridge Subdivision will be of private status.



4. General Restrictions

- 4.01 Vehicles: All vehicles, including but not limited to cars, trucks, boats, trailers, motor homes, snowmobiles, snow removal equipment, garden and maintenance equipment, motorcycles, trail bikes, 3 and 4 wheeled off-road powered devices and campers, shall be parked only within the lot of the owner in an enclosed garage at all times. Snowmobiles may remain outside on a temporary basis. The garage must be a permanent structure with walls and roof.
- 4.02 Use of Lots and Living Units: All lots and living units are restricted to residential and recreational housing. No lot or living unit shall be used, 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. No gainful occupation, family day-care, profession, trade, or other non residential use shall be conducted on any such lot or living unit, provided, however, that nothing in this declaration shall prevent the rental of property by the owner thereof for residential purposes. No signs for purposes of advertising shall be permitted.
- 4.03 Animals: No animals of any kind shall be raised, bred, or kept for any commercial purpose.
- 4.04 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise there from so as to render any part of the property unsanitary or unsightly or which would be offensive or detrimental to any part of the property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the property so as to be offensive or detrimental to any other part of the property or to the occupants thereof.
- 4.05 Unsightly articles: No unsightly articles shall be permitted to remain on a lot so as to be screened from any other 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 appropriately screened from view. No metal, bulk materials or scrap, or refuse or trash shall be kept, stored or allowed to accumulate on any lot except within an enclosed structure or when appropriately screened from view.
- 4.06 Hazardous Activities: No activities shall be conducted on property and no improvements shall be constructed which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on the property and no open fires shall be lighted on the property except in a contained barbecue unit while attending and in use for cooking purposes or within a safe and well designated exterior fireplace. Such exterior fireplace or fire-pit is to be used for recreational use only, at no time may refuse or garbage be burned on the property.
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- 4.08 Mining & Drilling: No property shall be used for the purpose of mining, quarrying, 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.
- 4.09 Propane Tanks: Propane tanks shall be buried or enclosed in a fenced area out of view.
- 4.10 Noxious Weeds: 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. In the event that a lot owner fails to comply with weed control, either the Owners or the Deer Ridge Homeowners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lot. A \$300.00 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 costs.
- 4.11 Lots 4 and 5 of Deer Ridge Subdivision shall have the sole responsibility of the maintenance of Deer Ridge Trail. No responsibility of the road maintenance shall fall upon the lot owners of Tzi Tzi Subdivision.
- 4.12 Landscaping: Each lot owner shall have the responsibility and obligation to maintain and Landscape their lot in an esthetically pleasing way.

5. Architectural Restrictions

- 5.01 Fences: Fences or walls shall be of wood, brick, stone, or stucco. No fence or wall of chain link, wire mesh, stump block, or concrete block shall be allowed. No fence shall exceed six feet in height.
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- 5.05 Structures: Each lot will be allowed to have a maximum of 3 buildings, with all constructed to match adjoining buildings on the lot. Only 1 main residential structure will be allowed.
- 5.06 County Setbacks: All structures will be in complete conformance to Teton county setbacks and height restrictions for the ARR-2.5 zone.

6. Exceptions or Amendments

Exceptions or amendments to any of the above may be granted by the unanimous approval of all property owners within Deer Ridge Subdivision.

7. Misc.

- 7.01 Maintenance: Each lot owner agrees to maintain their individual driveways. The developer will be responsible for noxious weeds on the property until the lots have been sold. At the time of sale, noxious weed control will become the responsibility of the lot owner.
- 7.02 The Association: The Association is the Deer Ridge Subdivision Homeowners' Association, which is the nonprofit association or corporation established for the purpose of administering and enforcing the provisions of these Covenants.
- 7.03 Membership: Each owner of a lot within Deer Ridge Subdivision shall be a member of the Association. Membership in the Association shall be appurtenant to each Lot and shall not be subject to severance from the ownership of such Lot. Each ownership shall constitute one member.
- 7.04 Voting. The member(s) owning each Lot shall have one vote for each lot to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a Lot, the vote of such members shall be cast as determined by the owners of such Lot. In the event of any dispute among joint owners of a Lot, the Board shall have the right to disqualify such members from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such members' vote.
- 7.05 Lot Splits: There will be no further division of any lots within Deer Ridge Subdivision.
- 7.06 Fire Pond: The fire pond for Deer Ridge Subdivision, serving all lots, will be located on Lot 1. The owner of Lot 1 has sole use of this pond for recreational purposes; however it is designated and recognized as the fire protection source for all lots within said subdivision.
- 7.07 Lot Sales: No lots may be sold (warranty deeds transferred) prior to the recording of the final plat in the Office of the Recorder of Teton County, Idaho. Furthermore no certificate of occupancy shall be given until all infrastructure improvements have been completed.
- 7.08 Right to Farm Act: Idaho Code Chapter 45, Sections 22-4501 through 22-4504. It is the intent of the legislature to reduce the loss to the State of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the State of Idaho. "Agricultural Operation" includes, without limitation, any facility for the growing, raising, or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the producing for commercial purposes of livestock or agricultural commodities. No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or an appurtenance to it.

7.09 Fire Pond: Robert and Tonya Pearson have the rights to sell shares in the fire pond.

8. Conclusion

The restrictive covenants herein contained shall bind the undersigned, their heirs, successors, assigns, grantees and personal representatives. In witness whereof, the undersigned have executed this instrument the day and year first written above.

Robert J. Pearson
Developer

Recorded in Teton County, Idaho

Instrument No. _____

State of Idaho

County of ~~Teton~~ Bonnerville

I on this 5 day of ~~November~~ 2007 before me, a Notary Public, in and for the said State, personally appeared Robert Pearson, known to be the person whose name is executed above and acknowledged the he executed the same.

Notary Public: *Shelby Gooder*

Residing: Bonnerville County

Commission Expires: 04-02-11

