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## Maps & Documents

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

- EDGEWOOD ESTATES -

THIS DECLARATION, Made on the day hereinafter set forth by Boyd Moulton and Inez Moulton, husband and wife, of Victor, Idaho 83455, hereinafter referred to as "Declarant", the owner of record, of all of the lots of Edgewood Estates in accordance with the plat filed for record March 3, 1981, in Teton County, Idaho, as Plat No. 87211, 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, restrictions, covenants and conditions, 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 The Edgewood Estates Home-owners Association, Inc., its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the conveyance of the first lot is described on Exhibit "A", which is made a part hereof by this reference.

Section 3. "Declarant" shall mean and refer to Boyd Moulton and Inez Moulton, husband and wife, and their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development and are designated by Boyd Moulton and Inez Moulton as the successor declarant.

Section 4. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the properties.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including the fee simple title to any multiple family dwelling or condominium which is a part of the properties. In the event of a sale by contract, such term shall mean the contract buyers and owners of a beneficial interest, but shall exclude those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to that certain real property known as Edgewood Estates in accordance with the plat filed for record on March 3, 1981, in Teton County, Idaho, as Plat No. 87211, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Edgewood Estates" shall mean and refer to the subdivision or development known as "Edgewood Estates."

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first lot to an owner, prior to occupancy, the maximum annual assessment shall not exceed Ten Dollars (\$10.00) per month per residential lot. Following occupancy, the maximum annual assessment shall not exceed Twenty Dollars (\$20.00) per occupied residential lot, and Ten Dollars (\$10.00) per month for each guest suite.

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

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

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the 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 upon the common area, roads, streets and water system and any other improvements maintained by the Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. SPECIAL ASSESSMENT FOR LOT MAINTENANCE. All lot owners shall be responsible for maintaining their respective lots. Particularly, the properties shall not be permitted to become overgrown with weeds, nor continuously left in an uncared for condition. In the event it is necessary for the Association to cause the maintenance and care of a lot to be performed due to the neglect of the lot owner, the cost of such maintenance and care shall be a special assessment and a lien upon the lot and a personal obligation of the owner of said lot at the time the work was performed.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to just sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. 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 60 days following the preceding meeting.

Section 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments provided under Sections 3 and 4 must be fixed at a uniform rate for all lots including those owned by declarant.

(1) From and after ten (10) years from the date of these covenants, the Association shall have the right to appoint and remove one member of the design committee, who shall be the member, other than the member designated the architect member, who, as of the date such right may be first exercised, is the most recently appointed member.

(2) From and after fifteen (15) years from the date of these covenants, the Association shall have the right to appoint and remove the two members of the design committee not designated the architect member.

(3) The Association shall have the right to appoint and remove all members and alternate architect members of the design committee from and after twenty (20) years from the date of these covenants; provided, however, that if declarant fails to exercise his rights under paragraph (d) above, or records a declaration waiving such rights, the Association shall thereupon and thereafter have the right to appoint and remove all members and alternate architect members.

(f) Any member or alternate architect member of the design committee may at any time resign from the design committee upon written notice delivered to declarant 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 Boyd Moulton, C. Lynn Moses, and Scott L. Nielson, A.I.A., who shall be known as the "architect" member.

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, and to perform such other duties from time to time delegated to it by Edgewood Estates.

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 the unanimous decision of its members is otherwise required by Edgewood Estates restrictions; provided, however, approval of plans, drawing and specifications by the design committee pursuant to paragraph (a) of Section 2 of Article V shall require the vote or written consent of the architect member and at least one other member. 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 architect members and the alternate architect members shall receive from the Association, reasonable fees for professional services rendered. 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.

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

and windows, within one calendar year or two consecutive summers, and unfinished buildings shall not be left on the property. Additional time may be granted by the design committee if construction is in progress and conditions justify it. It is the intention and purpose of these covenants to assure that all dwellings shall be of good quality construction. All construction shall comply with all applicable building codes and with appropriate and lawful sanitation facilities.

(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 natural wood, peeled log, stone, or other similar rough textured natural material. Roof materials shall be cedar shake or shingle, heavy weight asphalt shingle, or built-up roof with gravel surface. All wood or coal burning chimneys shall have flues with approved spark screens.

(c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted, however, there shall be no exposed metal chimneys.

(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.

### Section 3. BUILDING DESIGN.

(a) Not more than one single family residence shall be constructed on any residential site. A detached guest suite, without cooking facilities, may be permitted on Lot 1 of Block 1, Lots 1 through 6 of Block 2 (two such guest suites shall be permitted on Lot 5 of Block 2), and Lots 3, 4, 9, 10 and 11 of Block 3, if it is of a design character similar to the residence on the same lot. A detached garage will be allowed provided it is in the same design character as the primary residence and is not more than 8 feet from the primary residence.

(b) The minimum floor area of any single family residence shall be not less than 1000 square feet, exclusive of a garage, carport or unenclosed porches or decks. A minimum of 800 square feet of floor area shall be constructed at grade level on two-story dwellings. Maximum floor area shall be 3500 square feet on the main floor of the primary residence and 2000 square feet for a guest cabin. Maximum garage area shall not exceed capacity for three cars.

(c) The maximum building height of any residential structure shall not exceed 25 feet and the maximum height of detached garages or carports shall not exceed 15 feet. 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.



(3) Open space fence is a fence which is located on any property line which abuts a right-of-way. Open space fences shall be of a uniform design adopted by the architectural committee and shall not exceed 5 feet in height.

(e) Exterior lighting fixtures shall be provided on the front of each lot, to be a free-standing light standard with an underground power source, the style and location of which shall be designated by the design committee in order to standardize such light standards. Light standards shall not exceed 75 watts, and shall be designed to illuminate a house number or the name of the resident.

(f) Utilities shall be installed underground. No independent water system shall be permanently installed on any site. Each lot shall be connected to a common water system and shall be subject to an initial connection fee in addition to the annual assessment under Article III. One temporary television antenna, not exceeding a height of 5 feet above the roof, may be provided on each lot until such time as a common cable television system is available, after which such temporary antenna shall be promptly removed.

## ARTICLE VI

### LAND CLASSIFICATIONS, USE AND RESTRICTIVE COVENANTS

Section 1. LAND CLASSIFICATIONS. All land within Edgewood Estates has been classified into the following areas:

- (a) Residential;
- (b) Common area;

as more particularly shown on Exhibit "A" attached hereto and made a part hereof by this reference.

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 declarant 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 therefor 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 height, 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 locations of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes.

(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 three (3) square feet or less for each residence; and signs used in connection with facilities of a director, 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 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 3 square feet, provided that if at the time of any such desired use the association is providing such signs for the use of owners such signs shall be used.

(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; provided; however that the provisions of this subparagraph shall not apply to temporary construction shelter 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 by 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 trailer, truck camper or boat is visible from neighboring property, unless the same is approved as a temporary construction facility as provided above.

(h) No accessory structures, buildings, fences, garages or sheds 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 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 accumulated 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 property.

(k) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and such fires as may from time to time be permitted by the Association rules.

(5) The obligations imposed, directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Idaho or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation.

(6) Any other lien, encumbrance or defect of title of any kind whatsoever which does not materially and actually prejudice the owners and guests in their use and enjoyment of such property.

(b) The land classification of any real property within Edgewood Estates which is not common area may be changed to common area by the transfer of such property to the Association from all persons having any right, title or interest therein. The Association shall accept such property and such property shall thereupon become common area in accordance with such designation. Notwithstanding the foregoing, declarant may change the land classification of any such property as to which it is the owner by designating such property "common area." Declarant shall convey such property to the Association which shall accept the same, and such property shall thereupon become common area.

Section 3. ASSIGNMENT OF POWERS. Any and all of the rights and powers vested in declarant pursuant to Edgewood Estates restrictions may be delegated, transferred, assigned, conveyed or released by declarant to the association, and the association shall accept the same, effective upon the recording by the declarant of a notice of such delegation, transfer, assignment, conveyance or release.

Section 4. CONDEMNATION OF COMMON AREA. If at any time, or from time to time, all or any portion of common area, or any interest therein, be taken for any public or quasipublic use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or the development fund as the Association may, in its sole discretion, determine. No owner shall be entitled to any portion of such award and no owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right or participation being herein, reserved exclusively to the Association which shall, in its name alone, represent the interests of all owners; provided, however, that the portion of any award relating to improvements which constitute a private recreation facility shall be divided equally among the owners who, at the time of such taking, are permitted users of such facility.

Section 5. NOTICES; DOCUMENTS; DELIVERY. Any notice or other document permitted or required by Edgewood Estates restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 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, at Edgewood Estates, P. O. Box 426, Driggs, Idaho 83422; if to an owner, then at any lot within Edgewood Estates owned by the owner; if to declarant, at Victor, Idaho 83455; provided, however, that any such address may be changed from time to time by any owner, by the design committee, or by declarant by notice in writing, delivered to the Association, or by the Association, by notice in writing delivered to all owners.



DATED this 27th day of February, 1981

/S/ Boyd Moulton  
Boyd Moulton

/S/ Inez Moulton  
Inez Moulton

STATE OF IDAHO, )  
                  ) ss.  
County of Teton )

On this 27th day of February, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared BOYD MOULTON and INEZ MOULTON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

/S/ C. Lynn Moses  
Notary Public for Idaho  
Residing at Driggs  
My Commission Expires: Life

EXHIBIT "A"

LAND CLASSIFICATION

The lots within Edgewood Estates have been classified in accordance with Article VI, Section 1, in the following areas:

<u>CLASSIFICATION</u>	<u>LOT NUMBERS</u>
(a) Residential	All lots except (b) below
(b) Common area	Lot 1, Block 3.