



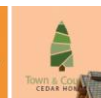
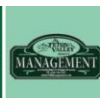
**“Local Brokerage, National Results.”**

## Maps & Documents

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

Phone: 208.354.2439  
Email : [info@tetonvalleyrealty.com](mailto:info@tetonvalleyrealty.com)

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



**DECLARATION OF COVENANTS,**

**CONDITIONS, AND RESTRICTIONS**

**FOR**

**GEE SUBDIVISION**

## Contents

---

	<b>Page</b>
1. Purpose .....	4
2. Declaration .....	4
3. Definitions .....	4
4. Homeowners Association Membership .....	4
5. The Board .....	6
6. Authority and Duties .....	6
7. Voting Rights .....	6
8. Meetings .....	6
9. Building Permits .....	6
10. Development and Land Use Restrictions .....	7
A. Provisions in Addition to County Land Use Regulations .....	7
B. Authorized Use .....	7
C. Authorized Structures .....	7
D. Construction .....	7
E. Setbacks, Floor Area, Maximum Height, and Exterior House Colors .	8
F. Utilities .....	8
G. Outdoor Lighting (Night Sky Ordinance 9.4.12) .....	8
H. Prohibited Structures .....	9
I. Lot Landscaping .....	9
J. Subdivision Landscaping .....	9
K. Maintenance .....	9
L. Noxious or Offensive Activities .....	10
M. Fencing .....	10

## Contents

---

	<b>Page</b>
N. Water System .....	10
O. Waste Disposal .....	10
P. Excavation and Mining .....	10
Q. Livestock and Pets .....	10
R. Agricultural Rights .....	11
S. Recreational Vehicles .....	11
T. Water Rights .....	11
U. Easements .....	11
V. Private Roads .....	11
11. Subdivision Common Services .....	11
12. Open Space Management .....	12
13. Violations, Enforcements, Liens, Costs .....	12
14. Amendments .....	13
15. Acceptance of Covenants .....	13
16. Review and Revisions .....	13

**DECLARATION OF COVENANTS  
CONDITIONS, AND RESTRICTIONS  
GEE SUBDIVISION**

This is a Declaration of Covenants, Conditions, and Restrictions regulating and controlling the use and development of the following described real estate in Teton County, Idaho, to be known as the GEE SUBDIVISION:

Part of the Southeast Quarter of Sec. 5, Twp. 5 N., Rge. 45 E., Boise Mer., described as:

Commencing at the Southeast Corner of said Sec. 5, and running thence N89°43'08"W along the South line of said Sec. 5, 1,342.07 feet; thence North 1313.71 feet; thence East 1339.67 feet to the East line of said Sec. 5; thence S00°06'12"E 1320.30 feet along the East line of said Sec. 5 to the point of beginning.

Parcel contains 40.54 acres ("40.54 acres").

**THERE ARE NO** irrigation water rights included with the property.

**Together with** all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

**Also together with a perpetual easement** for a drainage ditch with a protective berm along the Northern boundary of the first segment of the ditch running West, and along the Eastern boundary of the second segment of the ditch, running North, with the boundaries of the easement described as follows:

Commencing at the Southeast corner of said Sec. 5, and running thence N89°43'08"W 1342.07 feet along the Section line; thence N00°00'00"W 30.00 feet to the true Point of Beginning; thence N 89°43'08"W 1143.71 feet; thence N00°02'53"W 829.22 feet; thence N90°00'00"E 20.03 feet; thence S00°00'34"E 809.32 feet; thence S89°59'53"E 1124.24 feet; thence S00°00'00"E 25.48 feet to the point of beginning.

Parcel contains 0.96 acres.

**With the right** and the duty to establish and to clean and maintain the ditch and the berm so that run-off drainage from the property conveyed herein will not flood the adjoining property to the West over which the easement runs.

**Also together with a perpetual easement** to assure only qualified open space use of adjoining property to the West, in Teton County, Idaho, and described as follows:

Beginning at a point that is N89°43'08"W 1342.07 feet along the Section line from the Southeast Corner of said Sec. 5, and running thence N89°43'08"W along said Section line 1143.69 feet; thence N00°02'53"W 1308.10 feet; thence East 1144.77 feet; thence South 1313.71 feet to the point of beginning.

**Less 30 feet** along the South boundary dedicated to Teton County as part of Pack Saddle Road.

**Containing** 33.65 acres, more or less, after deducting the 30 feet dedicated to Teton County ("33.65 acres").

**Subject to** the above described easement for drainage ditch and protective berm running on the property.

**Which easement for open space** includes the following terms and conditions binding upon C. Kerry Gee and Kathleen F. Gee, as Trustees under the Kerry & Kathleen Gee Living Trust, dated October 22, 2003, and their successors, heirs, personal representatives, and assigns, as the "Open Space Owner," as to such 33.65 acres ("the property"):

[1] The property may only be used for raising agricultural crops or for pasturing livestock. If livestock are pastured the Open Space Owner must provide and maintain at Open Space Owner's expense perimeter fences in compliance with state law to contain the livestock whether or not the property is in a herd district. The property may be irrigated, summer fallowed, fertilized, and sprayed for weed control and pest control. The property may from time to time be placed under United States Conservation Reserve Programs or other similar type programs.

[2] No buildings or other structures, except irrigation ditches or lines and irrigation pumping facilities, shall be placed on or used on the property. There shall not be any livestock feedlot on the property. The property shall not be used for storage of motor vehicles nor farm machinery and shall not be used as a dumping ground for refuse or junk. It shall be kept reasonably free of noxious weeds and in compliance with County and other applicable weed control

regulations. There shall be compliance with all applicable planning and zoning and health laws, ordinances, and regulations as to the property. No nuisance shall be suffered nor permitted on the property.

[3] The property shall not be subdivided and must be held and owned in single ownership, but there may be undivided ownership by several owners.

[4] The restrictions herein shall run with the land and shall bind and benefit all successors, heirs, personal representatives and assigns of the parties.

[5] All present and future owners of the 40.54 acres included herein, and any part thereof, including any Homeowners Association that may at any time be formed for such property, and the Teton County, Idaho, Planning and Zoning authorities and County Commissioners, shall have the right and power to seek enforcement of the covenants contained herein.

[6] If a Homeowners Association is formed as to the property conveyed herein then the association with approval of Planning and Zoning and the County Commissioners and by agreement with the then Open Space Owner may modify the restrictions herein to permit other non-offensive open space uses of the property, including but not limited to use as a park or for recreation, with these qualifications:

[a] A written memorandum of modification, executed and acknowledged by the approving parties, shall be recorded with the Teton County Recorder, and the Open Space Owner shall mail a copy thereof, postage prepaid, to the name and address of record with the Teton County Assessor of each then record owner of any part of the 40.54 acres included herein, as well as to the Teton County Commissioners and to the President of the Homeowners Association for the property conveyed herein.

[b] Any owner of any part of the property conveyed herein may within thirty (30) days of the mailing of the memorandum of modification object to the modification and request arbitration supported by a verified claim that the modification is offensive and harmful to the Objector and contrary to the purpose and spirit of the Open Space restrictions, and serve the same by mail, postage prepaid, upon the Open Space Owner.

[c] The Objector shall within seven (7) days name an Arbitrator, and shall be responsible to pay his/her fee; the Open Space Owner shall within fourteen (14) days thereafter name an Arbitrator, and shall be responsible to pay his/her fee; and the Objector and Open Space Owner parties shall

present their respective cases to the arbitrators within twenty-eight (28) days or at a later mutually agreed date. If the two arbitrators agree on a decision it shall be binding. If they do not agree they shall jointly agree on a third arbitrator, at the equal expense of the Objector and the Open Space Owner, and the arbitrators by majority vote shall issue a final and binding decision. A written decision, acknowledged by the arbitrators approving it, shall be recorded with the Teton County Recorder.

THIS DECLARATION IS MADE the 7<sup>th</sup> day of December, 2007, and shall be effective upon the approval and recording of the Plat for GEE SUBDIVISION and the approval and recording of this Declaration.

**1. Purpose.** Declarant is the owner of the above described 40.54 acres of property with appurtenant easement rights, hereinafter referred to as the “property.” The Declarant is adopting the following covenants, conditions, and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

**2. Declaration.** Declarant hereby declares that the described property and each part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereafter as “the covenants.” The covenants shall run with the property and each Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property, or any part thereof, and shall insure to the benefit of every owners of each part of the property.

**3. Definitions.** The following terms and phrases used in these covenants shall be defined as follows:

**A. Common Area.** Common area shall include the platted roads within the subdivision, the contemplated 1.92 acres of Open Space in Block 4; the Subdivision Perimeter area of 0.84 acre; and the 15' utility easements.

**B. Common Services.** Common Services shall mean the roadway maintenance of contemplated West Moffat, North Lee, East Moffat and South Lee roads, including weed control and snow removal services; utility line maintenance and repair services and 15' utility easement for electric and telephone lines; for the open space park; water system for the park; fire control system; and ditches, including drainage ditch and berm.

**C. Homeowners Association.** Homeowners Associations shall mean the GEE SUBDIVISION HOMEOWNERS, LTD. an Idaho Non-Profit corporation, according to Articles of Incorporation to be filed with the Idaho Secretary of State, a copy of which is



attached hereto as Exhibit "A" and incorporated herein by reference.

**D. Board.** Board shall mean the three or more members of the Board of Directors including as officers the President, Vice-President, Secretary and Treasurer (or Secretary-Treasurer) who shall be responsible for the administration and enforcement of these covenants, conditions and restrictions.

**E. Beginning Board.** The Beginning Board, until later changed in accordance with the Articles of Incorporation, shall consist of four Directors, namely President, Vice-President, Secretary and Treasurer.

**F. Design Committee.** The Board of Directors and Officers, as serving from time to time, shall constitute the Design Committee. The Design Committee shall act as the entity to consider and act upon such proposals for plans submitted to it for construction and development within the subdivision. Furthermore, the Committee shall be responsible for the administration and enforcement of covenants, conditions, and restrictions within the subdivision.

**G. Development.** Development shall mean any alterations of the natural land surface and all building, structure, or other site improvements placed on the land to accommodate the use of the Lot.

**H. Lot.** Lot shall mean and refer to each numbered Lot in each Block as shown on the recorded Plat for GEE SUBDIVISION.

**I. Interim Owner.** This means the Member Manager of GEE HERITAGE LLC as to each Lot prior to its sale to an Owner.

**J. Owner.** Owner shall mean the original purchaser of a Lot from GEE HERITAGE LLC or the successor to the original purchase, as shown of record, with the County Recorder of Teton County, Idaho. This shall include a contract purchaser, but shall exclude anyone having an interest in a Lot only as security for the performance of an obligation.

**K. Principal Residence.** Principal Residence shall mean the single family residential structure, constructed on any Lot of the property, which is the principal use of such Lot, and to which other authorized structures on such Lot are ancillary.

**L. Structure.** Structure shall mean anything built or placed on the ground.

**4. Homeowners Association Membership.** Every Owner of a Lot in the Subdivision 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. The Articles of Incorporation govern the transition of the Homeowners Association from its beginning until all Lots have been sold. Until a Lot has been sold to an Owner, the Interim Owner shall have the right to vote as to that Lot.

**5. Board and Officers; Transition.** The Articles of Incorporation of GEE SUBDIVISION HOMEOWNERS, LTD. designate the original four Directors and Officers and specify how successors will be elected until all Lots are sold to Owners. After all Lots are sold to Owners the President of th Homeowners Association shall give notice to all Owners of a meeting of Members to reorganize the Board and elect new Officers. A Board Member shall, unless and until changed by the Members, serve for a period of three (3) years. The remaining Board shall fill vacancies on the Board caused by death, resignation, or inability to serve for the duration of the term. A Board Member shall serve no more than two (2) consecutive terms.

**6. Authority and Duties.** The Board shall be responsible for the enforcement and administration of the requirements of these covenants and shall contract for and supervise common services including road repairs, enforce the development and use regulations, and take all other actions necessary to administer and enforce these covenants. Neither the Board nor any Member shall be liable to any party for any action or in action with respect to any provision of these covenants, provided that such Board or Member has acted in good faith.

The Board will, in a timely manner, determine that the amount of dues to be assessed to individual Lot Owners for water, maintenance, and upkeep of the common areas, snow removal, road repairs and other common services in the Subdivision. The Board will also review the dues structure from time to time to insure sufficient funds for the ongoing maintenance of common areas in the Subdivision.

**7. Voting Rights.** After all Lots are sold the Association shall have one class of voting membership. Members shall be limited to Lot Owners only. When more than one person holds any interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Co-Owners among themselves determine, but in no event shall more than one vote be cast.

**8. Meetings.** The Board shall call and conduct an annual meeting of Lot Owners and shall meet from time to time as necessary to administer and enforce these covenants. Written notice of any meeting shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. The presence of Members or the proxies entitled to cast sixty percent of all votes shall constitute a quorum. A quorum must be present to continue any meeting. The Board shall adopt such rules for the conduct of its business as are appropriate.

**9. Building Permits.** No building, fence, or other improvement shall be constructed on any Lot or tract nor shall any addition thereto, or alteration therein, be made until the ideas, plans,

specifications, and such other information relating to such improvements as the Design Committee may require, shall have been submitted to and approved in writing by the Design Committee. The main objectives of the Design Committee are: (1) To make certain that no improvement is so similar or dissimilar to others in the neighborhood that monetary and/or aesthetic values will be impaired. (2) To evaluate the proposed building site and architectural elevations in a professional effort to minimize any and all impact upon neighboring Lots and their view corridors.

**10. Development and Land Use Restrictions.** All development and use shall conform to the following requirements:

**A. Provisions in Addition to County Land Use Regulations.** No further subdivision of any Lot will be permitted. Conformity with any and all applicable land use regulations of Teton County shall be required in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

**B. Authorized Use.** All Lots and tracts are hereby restricted in use for residential purposes and neither the premises, nor any improvements thereon, shall be used for any commercial, industrial, public, or illegal purposes except for limited supplementary income activities such as piano lessons, baby sitting (this does not include daycare or preschool), etc. that will involve no more than one vehicle on the premises at a time and will not interfere with or be a distraction to surrounding neighbors. All such income producing activities must be approved in writing by the Board. Home offices shall be allowed. No parking shall be allowed at any time on the common roads within the development due to fire protection and snow removal, except on a temporary basis for special events.

**C. Authorized Structures.** No buildings or structure shall be constructed or placed on any Lot except one (1) primary residence and attached garage, and one (1) storage shed. No ponds, artificial streams or water falls may be constructed on the Lots where they will interfere with the dimensional requirement of drain fields on adjacent Lots.

**D. Construction.** Only new construction shall be permitted. All improvements shall be of new on-site construction, subject to prior approval of the Design Committee. NO trailer, modular, prefabricated, log homes or homes with log siding will be allowed in the subdivision. Homes with cedar or other wood siding must be refinished often enough to maintain the original appearance. All construction on the preliminary residence shall be completed within one year from the commencement date of construction unless the Design Committee approves an extension for good cause.

All construction and alternation shall comply with provisions of the following standard codes or their official amendments:

- ◆ Uniform Building Code, current edition
- ◆ National Plumbing Code, current edition
- ◆ National Electric Code, current edition.
- ◆ Such State of Idaho building, health, and safety codes as may be applicable to the subdivision.

**E. Setbacks, Floor Area Requirements, Maximum Heights, and Exterior House Colors.** Minimum building setback requirements shall be the same as those required by Teton County. A minimum setback of (seventy five) 75 feet from the front Lot boundary and a minimum of forty (40) feet from the Lot rear boundary is required. The home should be centered relative to the Lot side boundaries. Before any construction begins on a residential Lot, a site plan is mandatory and is to be submitted to the Design Committee for review and approval in order to best preserve scenic vistas and to insure the optimum unobstructed Teton view for all homes in the subdivision. The board will respond to site plan submissions within fifteen (15) calendar days.

The residence shall be a single story structure plus a basement where feasible and have a minimum floor area of thirteen hundred (1,300) square feet and a maximum of twenty eight hundred (2,800) square feet, exclusive of garage and basement. An attached garage, which can accommodate at minimum two (2) cars, must be constructed at the same time as the principal residence.

The highest point on any structure shall be no more than 25 feet. The roof should have a low pitch.

Exterior house colors shall be white, light colors, or muted earth tones. House color must be approved by the Design Committee.

**F. Utilities.** Electrical and telephone lines shall be installed underground along the roadways. Connections from the Lots within the property to the underground utility lines shall be completed at the Lot owners expense and shall be underground.

**G. Outdoor Lighting (Night Sky Ordinance 9.4.12).**

1. Lighting shall apply to all outdoor lighting for buildings, structures, recreational area, landscape lights, sign lighting, and other outdoor lighting within the Subdivision. Street light is not required and is discouraged in areas that are naturally dark.

2. Exterior lighting brighter than a 60 watt incandescent light shall be shielded so that no light is projected above the horizontal. The light source shall be diffused or shielded so that it cannot be seen from public areas or roadways or any other property.

a. Motion sensor lights are encouraged.

b. Floodlights shall not shine directly onto roadways or other Lots or properties.

c. Lights on private property shall be set back from the property line at least three times the height of the lamp above grade.

**H. Prohibited Structures.** Temporary structures such as yurts, shacks, or other similar buildings shall not be permitted on any Lot. No boat, travel trailer, recreational vehicle, motor home, camper, tent, or temporary structure shall be used for residence or habitation in the subdivision except on a temporary basis for no more than a period of two (2) consecutive weeks. Any aforementioned conveniences on any Lot shall be appropriately screened or garaged. Semi trucks and/or semi truck trailers shall not be parked or stored on any Lot in the Subdivision nor along adjacent public roads, nor along Subdivision roads at any time other than for pick up or deliveries.

**I. Lot Landscaping.** Each Lot must have a landscape plan approved by the design committee prior to home construction. The landscape shall be designed to best preserve scenic vistas and insure the optimum unobstructed Teton view from homes in the Subdivision. Landscaping must be completed as part of the home construction process.

**J. Subdivision Landscaping.** Landscaping of the Opens Space Park will be determined by the Board. Subdivision perimeter landscaping will be installed by the developer and maintained under supervision of the Board. All landscape setbacks to allow visibility at entrances to the Subdivision at the intersection of County Road 300 and Packsaddle Road as specified on the final plat must be maintained. All plants and shrubs must be low enough to allow unobstructed visibility of traffic along both roads.

**K. Maintenance.** Each Lot and all improvements thereon shall be maintained in clean, safe, and orderly condition. Boats, motors, tractors, vehicles other than automobiles and pickup trucks, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof, shall be kept at all times except when in actual use within an enclosed or appropriately screened structure. Refuse, garbage, and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view with the

exception of the times necessary to set trash out for removal. No grass, shrub, or tree clippings or plant waste, metals, bulk materials, or scraps or refuse or trash shall be kept stored or allowed to accumulate on any Lot.

At all times noxious weeds must be kept under control in accordance with the laws and regulations of Teton County, Idaho. Before construction occurs, the Lot must be kept free of excessive plant growth. This is the responsibility of the Lot Owner. However, if the Lot Owner cannot do this, the developer will provide that service at a fee of \$200.00 per year.

Failure of any Lot Owner to control weeds on his or her Lot, to properly contain garbage or to reasonably maintain his/her lawn, shall result in the Board correcting the situation and assessing the Lot Owner for the expense incurred by the Board.

**L. Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause disturbance or annoyance to Owners in the enjoyment of their Lots, or in their use of the shared use areas. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the Lot lines of any Lot.

**M. Fencing.** In keeping with the design of the Subdivision, all fences will be white vinyl. Lot Owners shall maintain Lot boundary fences.

**N. Water System.** Each structure designed for occupancy or used by human beings shall be connected to a private water supply system at the Lot Owner's expense. The location of the water system may be identified on the Subdivision plat as directed by the Idaho Department of Health. Plumbing for an automatic sprinkler system must be installed on each Lot as part of the home connection.

**O. Waste Disposal.** Each structure designed for occupancy or used by human beings shall have a private, individual waste disposal system at the Lot Owner's expense. The location of the septic system may be identified on the Subdivision plat as directed by the Idaho Department of Health. Such waste disposal system shall conform to the standards applicable for the area including, without being limited to, the Idaho Department of Health. Septic tanks must be pumped out every 4 years and the septic system inspected every 5 years to verify that it is functioning properly. No outdoor toilet shall be permitted except during construction. It must be of a storage type and be serviced on a need basis.

**P. 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.

**Q. Livestock and Pets.** No large animals (llamas, sheep, goats, horses, cows, pigs, etc.) or poultry shall be permitted on any Lot.

Small pets (cats, dogs, etc.) shall be controlled at all times and kept quiet. Dogs must be confined while on the Lot and on a leash when taken off the Lot. If any dogs harass people, the Board shall have the authority to have such animal or animals impounded and the owners shall be responsible for any costs of impoundment.

No owner of any animal or animals impounded shall have the right to legal action against the Board or any Member thereof.

**R. Agricultural Rights.** All potential Lot Owners are put on notice that any existing agricultural operations within the neighboring areas are protected by Idaho's Right to Farm Act. Noise, odors, and movements of farm machinery are recognized by Lot Owners as inherent activities accompanying farming and ranching operations according to the Right to Farm Act - Idaho Code §§ 22-4501 to 22-4504.

**S. Recreational Vehicles.** Snowmobiles, motorcycles, ATVS and any other recreation vehicles are in no way to be used in such a manner as to infringe on the rights of others within the development. The Board may adopt and enforce reasonable use rules and regulations. All recreational vehicles must be stored inside a garage or utility shed.

**T. Water Rights.** The Gee Subdivision Homeowners, Ltd. will manage all water used on open spaces within the Subdivision. The development will not interfere with existing water rights and access for maintenance.

**U. Easements.** Easements are hereby reserved for the purpose of installing and maintaining utility facilities, fire protection system, and for such other purposes incidental to the development of the property.

**V. Private Roads.** All Subdivision roads will meet Teton County requirements for private roads, and shall be private roads. The roads shall be subject to supervision and control by the Board. In the event the Owner of property adjoining the Subdivision on the North proceeds in the future with development of a subdivision, the Gee Subdivision Homeowners, Ltd. by affirmative vote of at least 21 of its Member Lot Owners, may permit connection with West Moffat road on terms deemed fair to the Gee Subdivision.

**11. Subdivision Common Service Costs.** Costs of maintaining common services will be assessed on all Lot Owners by the Board. An annual assessment of \$150.00 per Lot will be paid to the Owner of the well and pumping system providing water for fire control and for the perimeter and park open spaces. This payment will be due by December 31 of each year. This fee will pay electrical costs for keeping the fire control system pressurized on a continuous basis and help pay for repairs and depreciation on the well and pumping system. This fee will be adjusted to compensate for changes in costs over time.

The Subdivision commons (Park Open Space) and perimeter landscaping will be maintained under the supervision of the Board. The cost of watering, maintenance, improvements, and property taxes will be assessed equally among the Lot Owners.

The Board will also assure roads are maintained; the cost of which will be divided equally among the Lots.

**12. Open Space Management.** The Board of Gee Subdivision Homeowners, Ltd. (“Board”) has rights and duties as to Open Space management as follows:

**A. Open Space in the Subdivision.** The Open Space in the Subdivision includes the 1.97 acres of open space for a park and recreation area, and .84 acres for perimeter landscaping.

**B. Open Space Easement.** There is an open space easement for 33.65 acres adjacent to the Subdivision on the West. The Open Space Owner is under restrictions to maintain that Open Space as set forth in the recorded Grant Deed to Gee Heritage LLC, incorporated herein by reference. The Board has rights and duties to seek enforcement of those covenants.

**C. Management of 1.97 Acres Open Space.** The 1.97 acre Open Space area will be managed under the direction of the Board as a park and for recreation.

**D. Management of Perimeter Landscaping.** The 0.84 acre of Subdivision perimeter landscaping will be maintained under the supervision of the Board.

**E. Natural Lands Management.** There are no natural lands associated with the Subdivision.

**13. Violations, Enforcements, Liens, Costs.** The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Board of GEE SUBDIVISION HOMEOWNERS, LTD. (“Board”) or by any Owner of a Lot within the property, or its successor in interest as Owner of the real property. Every Owner of a Lot within the Subdivision hereby consents to the entry of an injunction against him or her or his or her tenants or guests to terminate and restrain any violation of these covenants.

Any Lot Owner who uses or allows his or her Lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Board or other Lot Owners in enforcing these covenants including reasonable attorneys fees. The Board shall have a lien as provided by law against each Lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the Owner of such property which is not paid within the time provided by the Board.



14. **Amendment.** These covenants may be amended by the written consent of 75% of Lot Owners within the property.

15. **Acceptance of Covenants.** Every Owner or Purchaser of a Lot within the Subdivision shall be bound and subject to all of the provisions of this declaration, and every Lot Owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all the provisions of this declaration.

16. **Review and Revisions.** The covenants, conditions, and restrictions herein are subject to review and revision prior to final approval by Teton County Planning and Zoning, and the Board of County Commissioners of Teton County, Idaho.

Dated this \_\_\_ day of December, 2007.

**GEE HERITAGE LLC,**  
an Idaho Limited Liability Company

By: \_\_\_\_\_  
Sherrie Marlene King, Designated Manager

**Acknowledgment by Limited Liability Company**

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

On this \_\_\_ day of December, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared, **Sherrie Marlene King**, known to me to be the Designated Manager of **Gee Heritage LLC**, the Limited Liability Company that executed the foregoing instrument on behalf of the Limited Liability Company and acknowledged to me that such Limited Liability Company executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Rigby, Idaho  
My Commission Expires: 7/27/2013