



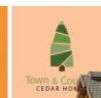
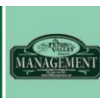
“Local Brokerage, National Results.”

Maps & Documents

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

HORIZON PARK RANCH SUBDIVISION

Teton County, Idaho

THIS DECLARATION, made on the day hereinafter set forth by Scott Goldsmith, hereinafter referred to as "Declarant," the owner of Lots 1 through 5, Block 1, Horizon Park Ranch Subdivision, County of Teton, State of Idaho, in accordance with the plat filed for record on May 20, 1991, in Teton County, Idaho, as Plat No. 107975 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. "Declarants" shall mean and refer to Scott Goldsmith, his successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarants for the purpose of development and are designated by the Declarants as the successor declarant.

Section 2. "Lot" shall mean and refer to any of the plots of land described above and shown upon any recorded subdivision map of the properties.

Section 3. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property known as Horizon Park Ranch Subdivision in accordance with the Plat filed for record on May 20, 1991, in Teton County, Idaho, as Plat No. 107975, and such additions thereto as may hereafter be brought within the jurisdiction of the subdivision.

Section 5. Subdivision shall mean and refer to the subdivision or development known as the Horizon Park Ranch Subdivision.

FILED ✓
INDEXED ✓
PLATTED ✓

108705

FILED
AT THE REQUEST OF
Rockefeller & Assoc.
ATTORNEYS AT LAW
DATE *Sept. 19, 1991*
Asa J. Drake

ARTICLE II - DESIGN STANDARDS

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

Section 2. Design Character.

(a) All improvements shall be of new construction. Pre-built, component, or modular construction shall be permitted only when it cannot be distinguished from conventional.

(b) Exterior materials shall be of planed natural wood, peeled log, stone or other similar natural material. Roof materials shall be cedar shake or asphalt shingle. Other roof materials will be considered upon request.

(c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented clear non-glossy or satin finish 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.

(d) Exterior colors shall be subdued and in the earth tone range.

Section 3. Building Design.

(a) Not more than one single family residence shall be constructed on any residential site, excepting where a lot has been split into two five acre lots, with common access drive, as described below, under Lot Split provisions. A detached guest suite or other accessory building may be permitted if it is of similar design character. Guest suites are defined as having less than one-half of the square footage of the principal residence. Guest suites shall not be leased or rented without consent of the Declarants.

(b) The minimum floor area of any single family residence shall be not less than 1,500 square feet, exclusive of a garage, carport or unenclosed porches or decks. A minimum of 1,000 square feet of floor area shall be constructed at grade level.

(c) The maximum building height of any residential structure shall not exceed 25 feet. The maximum height of detached garages, carports or accessory buildings shall not exceed 21 feet. 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.

(d) Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of two feet. Solar Collectors shall not be considered as roofs.

(e) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of eight inches (8") above finished grade.

Section 4. Site Design

(a) The minimum setback on any lot to any side or back or front property line shall be established on the recorded plat.

(b) Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet a minimum fall of six inches in ten feet for impervious surfaces. The entire site shall have positive drainage to rights-of-way and shall utilize natural draws to facilitate drainage, as required.

(c) Automobile storage shall provide for a minimum of two outdoor and one indoor parking spaces, in a garage, for each dwelling unit. Parking spaces, whether interior or exterior, shall have minimum dimensions not less than ten feet wide by twenty feet long and shall be readily accessible by a driveway. All parking spaces and driveways shall be graveled, asphalted or of concrete.

(d) Fences - though generally discouraged, due to a need for openness of terrain. Privacy fences shall be allowed. A privacy fence is a fence which is architecturally integrated with a building and is located within 30 feet of building structures. Fencing on the perimeter of the subdivision is allowed, so long as they are of a design common to all lots.

(e) Utilities shall be installed underground. No antenna shall be installed on any structure or lot so that it is visible from any other lot, except that one television antenna, not exceeding a height of four feet above the roof ridge, may be provided on each lot. Satellite dishes shall be screened from adjoining lots by shrubbery or suitable planting.

ARTICLE III

Land Uses and Restrictive Covenants

Section 1. General Restrictions. The following general restrictions shall apply to all lots within the Horizon Park Ranch Subdivision.

(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 any lot was first conveyed in fee by Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, lot or tract until the plans and specifications have been approved and a building permit has been issued.

Section 2. Residential Area; Uses; Restrictions.

(a) Each residential lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence.

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

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

(d) No domestic animals or fowl shall be maintained on any lot other than not more than two generally recognized house or yard pets. Horses shall be permitted to be kept or maintained on any lot, so long as there is maximum of three horses per lot, so long as adequate irrigation and feed are maintained on the subject lot.

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

- (1) Such signs as may be required by legal proceedings;
- (2) Residential identification signs of a combined total face area of two square feet or less for each residence;
- (3) No more than one "for sale" or "for rent" sign having a maximum face area of six (6) square feet.

Signed: _____

Scott Goldsmith, President
Horizon Park Ranch Subdivision

Subscribed and sworn to before me,

Patricia J. Daniels
Notary Signature

September 18, 1991
Date

