



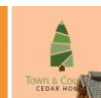
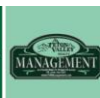
**“Local Brokerage, National Results.”**

## Maps & Documents

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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



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TETON CO., ID  
CLERK RECORDER

**146688**

**Instrument # 146688**

DRIGGS, TETON, IDAHO

2002-02-07

02:42:11

No. of Pages: 4

Recorded for : MARK TRUPP

NOLAN G. BOYLE

Fee: 12.00

Ex-Officio Recorder Deputy *M. Boyle*

Index to: DECLARATION OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HORSESHOE CREEK RANCH

Horseshoe Creek Association, Incorporated, fee owner of the following described property located in Teton County, Idaho, the same being the real property now duly platted as Horseshoe Creek Ranch, a subdivision of Teton County, as such plat is now recorded in the records of the Recorder of said County, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots or units constituting such subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, the declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein:

1. No lot shall be used, except for residential purposes, except that nothing in this paragraph shall be deemed to prevent any artist, artisan, craftsman, or professional from pursuing his or her calling upon the lot or dwelling unit owned by such person if the unit is also used for the person's residence, and there is no advertising of any product or service for sale to the public upon such lot or dwelling unit. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories not including a basement. Barns and guesthouses may not exceed in total area the footprint of the main single-family dwelling and garage, and are limited in roof ridge height to two stories. A guesthouse may not be rented for a contiguous period that exceeds three months to a given tenant outside the immediate family. Barn and guesthouse plans must be submitted to the Architectural Control Committee for approval to insure that any buildings meet the same general specifications as the main dwelling as to quality and design.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and the possible blockage of view of the Teton Peaks from a neighboring dwelling. Construction of dwellings and landscaping with flora that is expected to reach heights greater than 20 feet shall be carried out within an envelope specifically determined for each lot by the Association. Approval shall be as provided in paragraphs 7 and 8 of these Covenants. Further, no building or improvement, including landscaping and fencing, shall obstruct the scenic view of the Grand Teton Peaks of any other unit owner, as viewed from that owner's main dwelling upon the lot. All such proposed improvements shall be reviewed and approved by the Architectural Control Committee prior to construction or planting. The permitted dwelling house and outbuildings shall be in a style and of exterior design and finishes to harmonize with and compliment the natural environment to the fullest extent practicable.

No mobile homes or mobile trailers of any type shall be permitted on any lot as permanent buildings. Pre-built component, or modular construction shall be permitted only when its external appearance is substantially the same as that of conventional construction.

3. No dwelling shall be permitted on any lot wherein the floor area of the main structure, shall be less than 1,500 square feet, of which the ground floor shall be not less than 1,000 square feet, exclusive of one story open porches and garages. No building shall be located on any lot nearer to the front or back lot line than 50 feet, nor nearer to the side lot line than 20 feet, except that an owner of two or more contiguous units may locate said structure at such location as is approved by the Architectural Control Committee, provided it is no nearer than 50 feet to the front or rear lot lines nor nearer than 20 feet from a neighboring lot not owned by said lot owner. For the purposes of these covenants, steps and open porches shall not be considered as a part of a building: provided however, that this shall not be construed to permit any portion

of a building on a given lot to encroach on another lot. No animal fences may be constructed nearer than 50 feet from the closest property line. Previously approved and constructed dwellings smaller than the 1,500 square feet total and 1,000 square feet ground floor requirements are exempt from these minimum size requirements.

4. Easements for the installation and maintenance of utilities, drainage and underground sprinkler pipe facilities are reserved as shown on the recorded plat.

5. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No hunting shall be carried on within the subdivision, nor shall any firearms be discharged. No exploration or mining of oil, minerals or gravel shall be permitted.

6. No structure of temporary character, trailer, basement, shack, garage, barn, or other outbuilding shall be placed on any lot at any time as a residence permanently, except that recreational vehicles, travel trailers, tents, and the like may be temporarily parked or erected on the property, screened from view, for a period not to exceed four weeks. A one-time exception will be allowed to permit a construction trailer to be placed upon any one lot for 365 consecutive days during the construction of buildings on the lot. Pre-fabricated or built-on-site one-story wooden or masonry sheds are permitted as long as their construction and appearance matches the main dwelling and other buildings (trim, paint, etc.) Their maximum footprint area shall not exceed 20' x 30'. Boats and RV's must be garaged. Sheds, freestanding garages, etc. should be located near the main buildings and no closer to any lot boundary than 50'. Propane tanks, above ground gasoline storage tanks, water tanks or watering troughs are permitted in appropriate locations as long as they are safely located near buildings and in accordance with applicable building codes and no closer than 50' to the nearest lot line.

7. There is established hereby an Architectural Control Committee, which will have the powers, specified herein plus those powers necessary to enforce the covenants, conditions and restrictions established by this Declaration. The original members of the Committee shall be composed of persons appointed by the Board of Directors of the Horseshoe Creek Association, Incorporated. A majority of the Committee may designate a representative to act in its behalf. In the event of the incapacity, death, or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. The original members of the Committee are appointed by the Board of Directors and each Committee member shall serve a term of two (2) years. Thereafter the members shall elect the Committee, which will consist of three (3) members. Neither the Committee nor any member thereof shall be liable to any owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any property within the subdivision; provided the Committee or such member has, with actual knowledge possessed by him, acted in good faith.

8. The Committee's approval or disapproval, as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within forty-five (45) days after plans and specifications have been received by it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. It is required that the plans be mailed by certified letter, return receipt required. In cases of dispute the receipt of preliminary plans will only be legally recognized by certified mail. Property owners and their developers are encouraged to submit preliminary plans at an early date.

9. No business signs of any size shall be displayed to the public view on any lot except for one sign of five square feet advertising the property for sale or rent, or signs used by a builder to identify a job during construction.

10. Small pets may be kept on the owner's property, provided they are not kept for commercial purposes, or allowed to become nuisances. An incidental sale of an animal or animals shall not be deemed a commercial purpose. Any more than three (3) each of dogs or cats per unit shall be deemed nuisances per se. Horses are permitted with the horse population not to exceed 2 horses per lot. Educational projects that involve animal husbandry, such as Future Farmers of America or 4-H lambs, calves, etc. may be carried out by the youth whose family resides in the sub-division for a period not to exceed one year for each project and not more than 2 animals at any given time per lot. Livestock must be properly cared for, inspected, and kept within fenced areas that do not permit their approach to closer than 50' from the nearest lot boundary. Hay, manure piles, etc. must not be nearer than 100' to the nearest lot boundary. The accumulation of manure or other animal products that are a nuisance for other lot owners is not permitted.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material shall be kept clean and sanitary and not become offensive or a nuisance. Garbage shall not be visible from any other property or street and shall be disposed of to comply with health standards of the State of Idaho. Owners shall control weed growth so that it will not become a fire hazard. If an owner shall allow trash, garbage, weed growth, etc. to accumulate on his property, the Association, after first notifying owner of its intended action, may arrange to have said lot maintained and assess said owner for the expense of such action.

12. All permanent power lines, both primary and secondary, will be placed underground. Any cable television or telephone lines shall also be underground. Cell phone towers, TV transmission towers and TV or other antennae of height greater than 9' are not permitted. Satellite dishes of height less than 9' are permitted but they may not be nearer than 25' to the nearest lot boundary.

13. No lots shall be further subdivided.

14. The purpose of the common park area is to support recreational and cultural activities of the unit owners, their families, and guests. Any construction or activities not consistent with these purposes is prohibited.

15. Invalidity of any provision of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. These covenants are to run with the land and shall be binding by all parties and all persons claiming under them, until January 1, 2005, at which time the said covenants shall automatically extend for successive periods of twenty (20) years. These covenants may be amended in whole or in part by a vote of 66% of the owners of the lots in said subdivision. Each owner shall have one vote for each lot owned

17. Enforcement of these protective covenants shall be by proceedings at law or in equity brought by Horseshoe Creek Association Incorporated and/or any owner or owners of any lot or lots in said subdivision against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Costs of legal actions relative to these covenants and restrictions will be borne by the party in error.

18. It is further stated that Horseshoe Creek Association, Incorporated is a nonprofit corporation under the laws of the State of Idaho, in which all lot owners shall be members, and in which membership shall be

limited to the purchasers or owners of lots in said subdivision. The bylaws of such corporation specify, among the purposes and duties of such corporation, the enforcement of all restrictions, covenants, and conditions contained herein, and the maintenance, preservation, and improvement of such properties, and the keeping and maintaining of said subdivision and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, so far as it may lawfully act, and the transaction of such other business as may be permitted by law. Members shall pay to such corporation dues or assessments for such purposes, the amounts of which may be fixed by its bylaws or by lawful act of its Board of Directors.

Each purchaser or owner shall be entitled to, and obligated to accept, membership in such corporation, and shall have the benefit and bear the burdens of such membership.

19. In the event that any owner of any lot in Horseshoe Creek Ranch shall decide to sell the same, he/she shall first offer the property, in writing, to Horseshoe Creek Association, Incorporated for the price and on the terms of the intended sale. The Association shall have 15 days from such written offer in which to accept or reject the same.

This right of first refusal shall not apply to transfers to members of the owner's immediate family, which is defined as spouses, children, and grandchildren of said owner.

The provisions of this right of first refusal shall bind the owners of properties as well as personal representatives, heirs and assigns

20. Agriculture is permitted on any lot or portion thereof subject to approval by the Association.

IN WITNESS WHEREOF, the owner of the aforesaid property, does hereby impress the above protective covenants this 30 day of JANUARY, 2002.

HORSESHOE CREEK ASSOCIATION, INCORPORATED

By: W. Gilbert Clark President  
W. Gilbert Clark

Attest: Stanka Jovanovic Secretary  
Stanka Jovanovic