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



DECLARATION OF COVENANTS

"JACKALOPE ACRES"

THIS DECLARATION OF COVENANTS, conditions and restrictions, hereinafter called "Declaration", is made and executed this 12th day of August, 1980, by HAROLD JACK DRIGGS and NETA C. DRIGGS, husband and wife, of 263 Harper Avenue, Driggs, Idaho 83422, hereinafter called "Declarant",

WITNESSETH:

ARTICLE I

PURPOSE AND DECLARATION

Section 1.1 Purpose. Declarant is owner of that certain real property described in Section 2.1 hereof, and desires to sell the property in small tracts for residential and limited agricultural purposes thereto, and desires to impose upon the property mutually beneficial restrictions upon improvements thereto and uses thereof.

Section 1.2 Declaration. Declarant does hereby publish and declare that all of the property described in section 2.1 hereof is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved, subject to the conditions, covenants, restrictions, uses, limitations and obligations contained in this declaration, all of which are declared and agreed to be to the mutual benefit and for the improvement of the said property, and each part thereof, the division of the property into tracts, and shall be deemed to run with the land and shall be a burden and benefit to declarant, his successors, assigns, heirs and personal representatives, and any person acquiring or owning an interest in the real property and improvements thereon, their grantees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE II

PROPERTY COVERED

Section 2.1 Land Description. The property covered by this description is located in Teton County, State of Idaho, and is described as follows, to-wit:

Beginning at the SE Corner of the Northwest Quarter of Sec. 23, T. 4 N., R. 45 E.B.M., Teton County Idaho, and running thence S. 89 degrees 43'54" W., 51.51 feet to the true point of beginning and running thence North, 1043.22 feet; thence S. 89 degrees 56' W., 1131.77 feet; thence S. 0 degrees 15'05" E., 1047.20 feet; thence N. 89 degrees 43'54" E., 1127.19 feet to the point of beginning. Contains 27.1 acres, more or less. Basis of bearing based on East line of Murdock Acres Subdivision and the Quarter-Section line bearing N. 0 degrees 07' E.

Section 2.2 Filing of Plat. Declarant has recorded a plat of the property, dividing it into lots of greater than one acre, and specifying access roads and easements. Uses authorized on the plat are specifically authorized under this declaration of covenants, and the plat and the declaration shall be construed together.

2.3 Irrigation Ditch. The small irrigation ditch which traverses the property shall not be altered or affected in any way by use of lot owners. The property is subject to an existing easement to allow maintenance of the ditch.

ARTICLE III

GENERAL USE RESTRICTIONS

Section 3.1 Lot Size. No lot, as delineated on the filed plat, or as contained in the original deed of conveyance from declarant, shall be subdivided or in any way reduced in size. This shall not prevent adjoining property owners from making minor adjustments in their common boundary provided that each such adjustment must be in harmony with the general character of "Jackalope Acres", and must not be detrimental to the planning concepts contained in this declaration.

Section 3.2 Use Concept. No lot shall be used except for residential and limited agricultural purposes related there- to as defined herein.

Section 3.3 Residential. No building shall be erected, altered, placed, nor permitted to remain on any such lot other than one detached single family residential dwelling, and private garage, together with such outbuildings as may be allowed under Section 3.4 hereof.

Section 3.4 Limited Agricultural Use. There may be limited incidental agricultural use on any lot, which is defined as follows:

(a) Livestock shall be restricted to no more than two of each domestic animal, fifty (50) chickens and two pets on any individual lot. Pets shall be restricted to the lot of the owner at all times unless accompanied by the owner or a member of his family. Each lot having domestic animals and/or chickens on the lot shall insure that the same are securely fenced.

(b) There shall be no commercial poultry operation on the premises. This shall not prevent the selling of eggs or poultry incidental to the raising of poultry for home use or consumption.

(c) No commercial truck farming, fruit raising or greenhouse operation shall be utilized on the premises. This shall not prevent sale of garden products, fruits and berries, as incidental to production for family uses.

(d) There shall be no storage of farm machinery, farm trucks, or other agricultural equipment on the premises, except only those trucks and that equipment utilized within the limited raising of agricultural products and livestock on the premises.

(e) Crops and other agricultural products shall not be stored on the premises, except for personal, family or household use, or the storage of those products raised on the premises, or the storing of feed for livestock on the premises.

3.5 Property Owner's Association. A property owner's association shall be formed for the purpose of developing a water system to all lots and providing for snow removal and road maintenance. Lot owners shall be entitled to ownership in the association and shall be required to use the services provided by the association for which assessments shall be made by the association.

ARTICLE IV

ARCHITECTURAL CONTROLS

Section 4.1 Residential Standards. No part of any residence shall be constructed nearer than twenty (20) feet to any boundary line of the property. All residences, when commenced, shall be completed, as to the exterior, within reasonable promptness, and unfinished buildings shall not be left on the property. All construction shall comply with any applicable building codes and with appropriate and lawful sanitation facilities.

A mobile home may be used as a residence, however, it must be in good repair and all wiring and plumbing must comply with State and local regulations. Skirting shall be placed around the trailer within sixty (60) days after the mobile home is placed on the premises and all hitches shall either be removed or skirted. Nothing shall be stored under a mobile home until it has been properly skirted. No fuel, oil, or other material of any explosive nature, shall be stored under any mobile home.

Section 4.2 Outbuilding Standards. All lots with domestic animals and/or chickens shall be securely fenced. All outbuildings, corrals and similar structures shall, when commenced, be completed, within a reasonable time, and shall not be left in an unfinished or in an unsightly condition. The design of each shall be in a harmony with the residence and surroundings. No outbuildings or corrals may be built closer than twenty (20) feet to any property line. All outbuildings,

corrals and similar structures shall be maintained in good repair by the lot owner.

Section 4.3 Landscaping. Diverse kinds of landscaping shall be permitted with the major restriction that the property shall not be permitted to be overgrown with noxious weeds nor continuously left in an uncared for condition.

Section 4.4 Utilities and Water. Each property owner shall be responsible for installing utility and water lines from each lot to the main lines. All utility services shall be underground. Upon completion of a water system on the property, hookup by each property owner shall be mandatory.

ARTICLE V

SPECIFIC USE RESTRICTIONS

Section 5.1 Noxious Activities. No noxious or offensive activities shall be carried on upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the surrounding owners.

Section 5.2 Garbage and Refuse. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, refuse, junk of any kind, and other waste; all of which shall be kept only in sanitary containers. The same shall be removed at reasonably close intervals to be arranged by each lot owner.

Section 5.3 Domestic Water. No property may be occupied without having a domestic water supply duly provided in accordance with law, by the owner, and a sewage disposal system, duly approved by the State of Idaho Department of Health and Welfare or other appropriate approving agency. The sanitary system shall be so installed and maintained so as to not pollute the other property, or water supply in the area.

Section 5.4 Signs Prohibited. No signs of any kind shall be displayed to public view on or from any lot or parcel of land, except a small sign identifying the address and

owner's name, and except for temporary advertising signs advertising the property for sale.

Section 5.5 Commercial Uses Prohibited. No commercial establishment, industrial venture or business of any type may be constructed, operated, or maintained upon said property. This shall not prevent an owner from maintaining within his residence, and as a part thereof, an office, for the use of the owner, nor authorized limited incidental residential purposes.

ARTICLE VI

DURATION, INTERPRETATION, AMENDMENT

Section 6.1 Initial Term. These covenants shall remain in force and be binding upon the property, and upon all owners and subsequent owners, or users of the property, for a period of twenty (20) years from the date of these covenants are recorded.

Section 6.2 Renewal. These covenants shall be automatically renewed for successive periods of ten years each, unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded prior to the expiration of any term renewal thereof, agreeing to change said covenants in whole or in part.

Section 6.3 Liberal Construction. The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development and maintenance of a fine and harmonious residential area.

Section 6.4 Savings Clause. The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 6.5 Amendment. This declaration may be amended by an instrument in writing signed and acknowledged by record owners holding two-thirds of the lots in the

subdivision. Said amendment shall be effective upon its recording in the Office of the Recorder of Teton County, State of Idaho. A like majority of lot owners may permit variances, for good cause, of particular provisions hereof, by like instrument.

ARTICLE VII

NAME

Section 7.1 Name of Subdivision. This subdivision shall be known as "Jackalope Acres."

IN WITNESS WHEREOF, Declarant has executed this instrument.

Harold Jack Driggs
Harold Jack Driggs

Neta C. Driggs
Neta C. Driggs

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

On this 24 day of August, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared HAROLD JACK DRIGGS and NETA C. DRIGGS, 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 my official seal the day and year in this certificate first above written.

Laurel W. Pierce
Notary Public for Idaho
Residing at Driggs
My Commission Expires: 1/6
Not 16

STATE OF IDAHO)
COUNTY OF TETON)
Filed for Record at the Request
of Jack Driggs
at 30 9
25th
day of August 1980
and recorded in
Book
of
Recorder of Teton County

INDEXED
MICROFILMED
FILED