



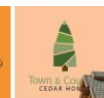
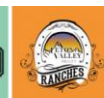
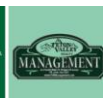
**“Local Brokerage, National Results.”**

## 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



126366

RECEIVED

FEB 07 1997

TETON CO. ID  
CLERK RECORDER

126366  
FEBRUARY 7, 1997  
AMENDMENTS TO COVENANTS, CONDITIONS  
AND RESTRICTIONS TO THE  
LEIGH CREEK ESTATES SUBDIVISION

These amendments passed with a ~~majority vote~~ of at least 80% of respondents of eligible lot owners (as per ARTICLE VIII, SECTION 2, CC&R's recorded 1/29/80).

ALL OTHER SENTENCES/PARAGRAPHS SHALL REMAIN AS WRITTEN UNTIL SUCH TIME ADDITIONAL AMENDMENTS ARE MADE OR TERMINATED.

1. Article II, Section 2, Design Character (A):

DELETE: "Pre-built, component, or modular construction shall be permitted."

INSERT: "In order to preserve the integrity and value of other lots within the subdivision, manufactured, modular, or other pre-built construction SHALL NOT be permitted unless approved by majority vote of the Architectural Review Board."

2. Article II, Section 2, Design Character (B) & (C):

DELETE: (B) "It is suggested that exterior materials be of rough-sawn natural wood, peeled log, stone or other similar rough textured natural material." (C) "Exterior colors shall be subdued and in the earth-tone range. Glossy painted finishes shall not be permitted and all exposed metal shall have a dull-colored finish, or shall be flat color anodized or painted."

INSERT: (B) "It is REQUIRED that exterior materials be of rough-sawn natural wood, peeled log, stone, brick, or other similar rough-textured natural material subdued and in the earth-tone range of color. Glossy painted finishes shall not be permitted and all exposed metal shall have a dull-colored finish, or shall be flat color anodized or painted."

3. Article II, Section 2, Design Character:

NO DELETION.

INSERT: physical features of the subdivision.

"The Architectural Review Board shall review the plans of construction and determine if the proposed use or structure conforms to the requirements of these covenants. The Architectural Review Board may approve plans and specifications subject to any conditions or modifications which the Architectural Review Board determines to be necessary in order to ensure conformity with the requirements of these covenants. The Architectural Review Board shall retain one set of plans and specifications."

126366

LCC AMENDMENTS  
PAGE 2

4. Article I, Section 3. Private Residence Purpose  
DELETE: "or twenty-five (25) feet maximum."  
INSERT: "or thirty (30) feet maximum."

5. Article I, Section 3. Private Residence Purpose  
DELETE: "No guest house or outbuilding may be rented or leased, except as part of the entire premises."  
NO INSERTION

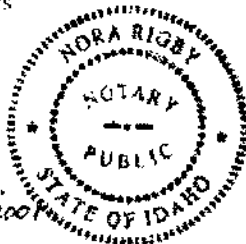
6. Article II, Section 4. Site Design (A)  
NO DELETION  
INSERT: "... from the easement "County regulations for zoning and building codes also must be followed."

"eligible" meaning those lot owners who DO NOT have delinquent association dues at the time of the recording of this document (BYLAWS, ARTICLE IX, SECTION 4), and those lot owners who returned voting forms within a reasonable amount of time of the deadline

*Joyce H. Gabel*  
Joyce Gabel, Secretary/Treasurer  
Member, Board of Directors

2/7/97  
Date

ENREGISTRED & SWORN TO BEFORE  
ME THIS 7 DAY OF Feb. 1997  
*Nora Rigby*  
NOTARY PUBLIC  
RESIDING AT: *Driggs, Id.*  
MY COMMISSION EXPIRES: *3/31/2001*



126366

FILED

AT THE REQUEST OF

*Joyce Gabel*  
4:41 MINUTES PAST 9 a.m.  
DATE *Feb. 7, 1997*  
*Clara J. Drake*  
*Nora Rigby*  
CLERK OF RECORD

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEIGH CREEK ESTATES SUBDIVISION

THIS DECLARATION, made on the day hereinafter set forth by Leigh Creek Corporation, hereinafter referred to as "declarant," the owner of all of the lots of Leigh Creek Estates Subdivision, in accordance with the plat filed for record in Teton County, Idaho, and which shall hereinafter be referred to as the 'property'.

NOW, THEREFORE, declarant hereby declares that all of the properties described shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, 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

LAND CLASSIFICATIONS AND GENERAL RESTRICTIVE COVENANTS

Section 1. Land Classifications. All land within Leigh Creek Estates Subdivision has been classified for residential use only, for Lots number one through thirty-two (1 - 32).

Section 2. Property Subject to Covenants. All of said restrictions, conditions, covenants, provisions and agreements are made for the mutual reciprocal benefit of each and every lot shown on that certain plat known as Leigh Creek Estates Subdivision, duly certified and acknowledged by Paul N. Scherbel, Registered Land Surveyor, Registration No. 79-8211, State of Idaho. No property of the declarant, other than lots 1 through 32 as shown on said plat is subject to any of these covenants or restrictions.

Section 3. Private Residence Purpose. All lots in Leigh Creek Estates Subdivision shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two (2) stories in height, or twenty-five (25) feet maximum, and one one-story guest house or accessory building, and if livestock are kept on the property, a one-story stable. No guest house or outbuilding may be rented or leased, except as part of the entire premises.

Section 4. Business Uses. No business or profession of any nature shall be conducted on any lot, said lots being intended for single-family residence purposes only, provided, however, that this prohibition shall not preclude cultural activities in the main dwelling house, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities, conducted or performed by the owners or lessees of the property, together with their families, even if such activity may bring remuneration to the person or persons participating therein.

ARTICLE II  
DESIGN STANDARD

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

Section 2. Design Character. All buildings shall be western-ranch in design in order to achieve design compatibility with existing ranch characteristics of the area. Low, rambling and informal structures are encouraged in order to relate to the terrain and physical features of the subdivision.

(A) All improvements shall be of new construction only. Pre-built, component, or modular construction shall be permitted. Mobile homes or homes on wheels will not be permitted.

(B) It is suggested that exterior materials be of rough-sawn natural wood, peeled log, stone or other similar rough textured natural material.

(C) Exterior colors shall be subdued and in the earth-tone range. Glossy painted finishes shall not be permitted and all exposed metal shall have a dull-colored finish, or shall be flat color anodized or painted.

Section 3. Building Design. A minimum floor area of any single-family residence shall be not less than one thousand (1,000) square feet, exclusive of a garage, carport or unenclosed porch or deck, which shall all be constructed at one (1) grade level.

(A) Solar collectors may be of any construction, material or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectional glare to any neighboring residence.

Section 4. Site Design.

(A) Building set-back. No specific set-back lines are established by these covenants, except for the minimum front set-back line of 50 feet from the easement.

(B) Automobile storage. It is suggested that each lot owner shall provide space for parking two (2) automobiles within an enclosed garage structure prior to the occupancy of any dwelling constructed on said lot.

(C) Utilities shall be installed underground. Each lot owner shall provide his/her own water system and shall be responsible for the obtaining of necessary permits and the construction of a sewage disposal system to be located on such lot.

ARTICLE III

GENERAL USE AND RESTRICTIVE COVENANTS

Section 1. General Restrictions. The following general restrictions shall apply to all lots.

(A) Each lot 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 lot owner's sole cost and expense.

(B) No noxious or offensive activities 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.

(C) Corralled animals may be kept or maintained on any part of any lot with the exception of the actual house frontage. Swine or other rooting animals shall not be permitted. The right to keep household pets and animals on premises shall be conditioned upon the fact that such animals do not cause objectionable noises, odors, or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property. All animals, including house pets shall be restrained or leashed at all times. The Homeowners' Association may, to prevent any nuisance or inconvenience set forth additional rules which may reduce the allowable number, restrict the type of pet, or require that all pets be confined indoors.

(D) The declarant reserves unto himself, his successors and assigns, a perpetual, alienable and releaseable easement and right on, over and under the ground contained within the subdivision for road, utility and drainage purposes. The declarant may cut drainways for surface water wherever and whenever such action may appear to the declarant to be necessary in order to maintain reasonable standards of health, safety and appearance.

(E) No structure of the temporary character shall be placed upon any lot at any time; provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of the main dwelling house or structure, it being clearly understood that such temporary structure may not be permitted to remain on the lot after completion of construction. Use of temporary structure shall not exceed twelve (12) months.

(F) It is suggested that no trailers, boats, snowmachines, vehicles such as or similar to campers, or any other similar equipment may be stored on any part of the property, except in a screened service yard, garage, or other enclosure.

(G) No rubbish, debris, ashes or trash of any kind shall be placed or permitted to accumulate on any lot, and all garbage and trash receptacles shall be kept within a screened service yard or within an approved enclosure.

(H) In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

#### ARTICLE IV

#### HOMEOWNERS' ASSOCIATION AND VOTING RIGHTS

Section 1. Association Membership. Every owner of a lot within the subdivision shall be a member of the Homeowners' Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of the declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. Class B members shall be the declarant or a successor named by "IF" and shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or;

(b) on January 1, 1985.

#### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and to pay to the Homeowners' Association the annual assessments or charges as may be established from time to time.

The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the owner of the property at the time such assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the health, safety and welfare of the residents of the property, snow removal purposes, and for maintenance and upkeep of the roads.

Section 3. The Homeowners' Association shall fix the assessment to be charged each year. The initial assessment shall be determined by the declarant.

Section 4. Effect of Non-payment of Assessment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action at law against the owner personally obligated to pay



the same, or for closed lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

#### ARTICLE VII FUTURE DEVELOPABLE PROPERTY

Section 1. Right to Subdivide and Develop. The declarant reserves, retains, and shall have the right to hereafter develop and further subdivide and plat all of that property described on the Leigh Creek Estates Subdivision plat which is reserved for future development.

Section 2. Roads and Utilities. The declarant reserves, retains and shall have the right to use the road(s) located within the subdivision and those providing ingress and egress thereto, and all utilities serving the subdivision, for further developments or adjoining property.

Section 3. Assignment. The reservation for future development and for the use of the utilities and roadways may be assigned by the declarant to any other person, firm or corporation, and shall be for the use of his heirs and assigns.

#### ARTICLE VIII DURATION, ENFORCEMENT AND AMENDMENT

Section 1. Waiver. No delay or omission on the part of the declarant or any future owner of any lot contained in the subdivision in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained for or on account of the failure of any such persons to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

Section 2. Term. All of the provisions, restrictions, conditions and agreements set forth in this declaration shall affect each and all of the lots contained in the subdivision and shall run with the land, and shall exist and be binding for a period of thirty (30) years from the date hereof; PROVIDED, HOWEVER, that these covenants or any provisions hereof may be terminated, modified or amended as to the whole of this property or any portion thereof, with the written consent of the owners of eighty percent (80%) of the lots subject to these restrictions. The term of these covenants shall be automatically extended for successive ten (10) year periods following the original thirty (30) year period, unless a notice of termination is executed by the owners of eighty percent (80%) of the lots subject to these restrictions and filed with the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Idaho.

ARTICLE IX  
MISCELLANEOUS GENERAL PROVISIONS

Section 1. Variances. The declarant may allow reasonable variances and adjustments of the within conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

Any variances or adjustments of these conditions and restrictions granted by the declarant, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

Otherwise, the declarant, his successors or assigns, shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or enforce the observance of these covenants and restrictions in addition to the ordinary legal action for damages.

Section 2. Assignment. Any or all of the right, title, interest and estate given to or reserved by the declarant herein may be transferred or assigned by appropriate instrument in writing executed by the declarant and recorded in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Idaho.

Section 3. Subdivision Prohibited. No lot may be subdivided into smaller lots of tracts.

Section 4. Validity. In the event that any one or more of the provisions, conditions, restrictions and covenants, or any part thereof, herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall be continued unimpaired and in full force and effect.

Section 5. Notices. All notices required hereby shall be by certified mail, return receipt requested, and be deemed given when mailed to the parties at the addresses or in the manner shown as follows:

Leigh Creek Corporation  
P.O. Box 615  
Jackson, WY 83001

The declarant may change its address for notice purposes by giving notice to each such property owner in said platted area of any such change.

EXECUTED this 14 day of January December, 1979, 1980

Mark C. Evans  
Mark C. Evans, President

ACKNOWLEDGMENT

STATE OF WYOMING )  
                          ) ss.  
County of Teton )

The foregoing instrument was acknowledged before me by Mark C. Evans this 14 day of January December, 1979, 1980

WITNESS my hand and official seal.



81972

STATE OF WYOMING  
COUNTY OF TETON  
Filed for Record at the Request  
of Mark C. Evans

Dorothy C. Douglass  
Notary Public

My commission expires 9-25-83

at 29 day of Jan 1980  
and Min. 2 recorded in  
Book \_\_\_\_\_

FILMED \_\_\_\_\_  
INDEXED ✓  
PLATFD \_\_\_\_\_

of \_\_\_\_\_  
State of Wyoming  
Raymond A. Stone  
Recorder

AFFIDAVIT

STATE OF California  
COUNTY OF Los Angeles

Madalyn V. Wilhite, owner and testamentary trustee, of lawful age, being duly sworn, deposes and says:

That she is part owner of the proposed LEIGH CREEK ESTATES SUBDIVISION identical with the N5/4 of Section 3, T5N, R45E, Teton County, Idaho and has examined a copy of said plat and has been advised that said Plat is to be filed in the records of Teton County, Idaho and she gives this Affidavit for the purpose of showing on the records of Teton County, Idaho, that she gives her free consent to said filing and that she desires that said plat be filed in the records of said County that said Plat shall be known as:

LEIGH CREEK ESTATES SUBDIVISION  
Identical with the  
N5/4 of Section 3  
T5N, R45E  
Teton County, Idaho

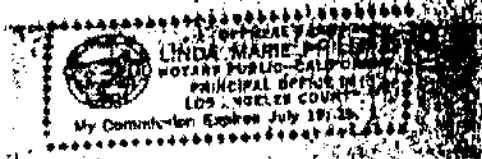
Madalyn V. Wilhite  
Madalyn V. Wilhite

The foregoing instrument was acknowledged before me by Madalyn V. Wilhite  
this 8 day of January 1980

Witness my hand and official seal.

Linda Marie Phillips  
Notary Public

My Commission Expires: 7-17-80



A F F I D A V I T

STATE OF Utah )  
COUNTY OF Weber )  
53....

R. Burns Toolson and Helen G. Toolson of lawful age,  
being first duly sworn, deposes and says:

That they are part owners of the proposed LEIGH CREEK ESTATES SUBDIVISION identical with the N1/4 of Section 3, T5N, R45E, Teton County, Idaho and has examined a copy of said plat and have been advised that said Plat is to be filed in the records of Teton County, Idaho and they give this Affidavit for the purpose of showing on the records of Teton County, Idaho, that they give their free consent to said filing and that they desire that said plat be filed in the records of said County that said Plat shall be known as:

LEIGH CREEK ESTATES SUBDIVISION  
Identical with the  
N1/4 of Section 3  
T5N, R45E  
Teton County, Idaho

Helen G. Toolson  
Helen G. Toolson

R. Burns Toolson  
R. Burns Toolson

The foregoing instrument was acknowledged before me by R. Burns Toolson and  
Helen G. Toolson this 3rd day of January, 1980

1979. Witness my hand and official seal.

Paul Ray Steinhilber

My Commission Expires: 6/8/83



AFFIDAVIT

STATE OF Utah

COUNTY OF Cache

SS...

John J. Stewart and Alice Stewart of lawful age,  
being first duly sworn, deposes and says:

That they are part owners of the proposed LEIGH CREEK ESTATES SUBDIVISION identical with the N $\frac{1}{2}$ S $\frac{1}{2}$  of Section 3, T5N, R45E, Teton County, Idaho and has examined a copy of said plat and have been advised that said Plat is to be filed in the records of Teton County, Idaho and they give this Affidavit for the purpose of showing on the records of Teton County, Idaho, that they give their free consent to said filing and that they desire that said plat be filed in the records of said County that said Plat shall be known as:

LEIGH CREEK ESTATES SUBDIVISION  
identical with the  
N $\frac{1}{2}$ S $\frac{1}{2}$  of Section 3  
T5N, R45E  
Teton County, Idaho

2,213 1/4  
Alice Stewart

John J. Stewart  
John J. Stewart

The foregoing instrument was acknowledged before me by John J. Stewart and  
Alice Stewart this 3rd day of January, 1980

Witness my hand and official seal.



Raymond Stewart

My Commission Expires: 6/8/83