



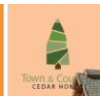
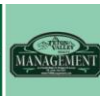
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Maps & Documents

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115458

MOUNTAIN MEADOW RANCHES SUBDIVISION
STANLEY T. HANSEN 208-364-2766
208-787-2946 (office)

MAR 01 1994

TETON Co. Id.
Clerk Recorder

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN MEADOW RANCHES SUBDIVISION, TETON COUNTY, IDAHO.

THIS DECLARATION, made on the day hereinafter set forth by MOUNTAIN MEADOW RANCHES owner, hereinafter referred to as "declarant" the owner of lots 1 through 6-Block 1 and Lots 1 thru 7-Block 2, MOUNTAIN MEADOW RANCHES Subdivision, County of Teton, State of Idaho, in accordance with the plat filed for record on MARCH 1, 1994, in Teton County, Idaho, as plat No. 115452 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, interest in the described properties or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof.

ARTICLE 1-DEFINITIONS

Section 1. "Declarant" shall mean and refer to MOUNTAIN MEADOW RANCHES OWNER, his successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development and are designated by the Declarant 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 of the lots, including mortgagees 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 MOUNTAIN MEADOW RANCHES Subdivision in accordance with the plat filed for record on MARCH 1, 1994, in Teton County, Idaho, as plat No. 115452 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 MOUNTAIN MEADOW RANCHES SUBDIVISION.

ARTICLE II-DESIGN AND CONSTRUCTION STANDARDS

Section 1. There is established hereby an architectural control board which shall have the power specified herein plus those powers necessary to enforce the covenants, conditions and restrictions established by the Declaration. This board shall consist of the Declarant.

his successor and designated real estate broker until such time that there are three owners who express interest in comprising this board. A Homeowners Association will be formed when a majority of the total lots in the subdivision are purchased. The Homeowners Association may then choose to elect three members to the board on a yearly basis. No member of the board shall be entitled to compensation for services performed pursuant to this covenant. Neither the board 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 of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to any approved plans, drawings and specifications, (c) the development or manner of development of any property within the properties, whether or not the facts therein are correct: provided, however, that such member has, with the actual knowledge possessed by the member, acted in good faith.

Section 2. Said property may be used only for residential purposes and for no other purpose. Any question or dispute as to whether a particular lot is being used according to and within restrictions shall be submitted to the board. The board shall make its determination within thirty days and its determination shall be final and binding upon the owner of said lot.

Section 3. All construction, including alterations and improvements, shall comply with Universal Building Code in effect and with the Idaho State building, health and safety codes where applicable.

Section 4. Not more than one single family residence shall be constructed on any lot. 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 the principal residence. Guest suites may not be leased or rented unless approved of by a Homeowners Association policy.

Section 5. The minimum floor area of any single family residence shall be not less than 1200 square feet total with a minimum of 800 square feet on the ground floor and a minimum of 400 square feet upstairs.

Section 6. The maximum height of any residential structure shall not exceed 35 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 include in the maximum heights.

Section 7. All improvements shall be of new construction. Pre-built and component construction shall be permitted only when it cannot be distinguished from conventional. Exterior materials shall be of planed natural wood, peeled log, stone or other natural materials. Roof materials shall be of cedar shake or asphalt shingle. (Other roof materials will be considered on request.) Exterior colors shall be subdued and in the earth tone range. Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy or satin finish preservatives. Low, rambling, and informal structures are encouraged. All exposed metals shall have a dull colored finish.

Section 8. All fences shall be of pole type construction (Buckrail fences not permitted)- Security fencing may be of rough cut or finished lumber material.

Section 9. No building shall be placed closer than 40 feet from the front or 10 feet from the rear lot lines and not closer than 25 feet from any side lot lines. No building shall be located on any lot so as to obstruct a clear view at any intersection.

Section 10. Utilities including electric, telephone, and exterior lighting shall be installed underground.

Section 11. All dwelling houses shall be provided with approved indoor toilet facilities and each lot is responsible to install and maintain at his own expense, a sewage disposal system which must conform to all laws, standards, and regulations applicable to the area, including, but not limited to, the Idaho State Public Health Department standards and all dwellings are to meet District 7 health standards and requirements.

Section 12. When construction begins on individual dwellings, a culvert of no less than 10 inches in diameter shall be installed between road and driveway in the drainage ditch at the roadside.

Section 13. Driveways and sufficient parking shall be provided by the owner of each improved lot to permit off street parking and facilitate snow removal.

Section 14. Construction must be prosecuted diligently to completion, and must have the exterior, including windows and doors, completed within one year from the date of commencement. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unattractive appearance.

Section 15. Requests for variances shall be made in writing to the board. The board's decision shall be made within thirty days of the request. The board's decision shall be final and binding.

ARTICLE III-LAND USES, RESTRICTIONS, ASSESSMENTS

Section 1. No noxious or offensive activities shall be carried out upon the properties nor shall anything be done therein which may be or become an annoyance or nuisance to any of the surrounding property owners. No portion of the properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of said material shall be maintained in a sanitary and orderly condition and must meet the requirements for such equipment imposed by the State of Idaho, and any other governmental agencies having jurisdiction and authority.

Section 2. No livestock may be maintained with the exception of household pets, horses and cows which may be maintained on the individual lots if suitable fencing and shelter are provided. There may be no more than one horse or cow per full acre of each lot. Horses and cows may not be maintained if they become offensive to the surrounding owners because of noise and odor. Should a dispute arise as to the maintenance of such animals, it may be settled by a three member board of arbitration. This disinterested board of arbitration shall have full and final authority in such matters and the decision of said board shall be final and binding upon all parties.

Section 3. All lot owners will be responsible to control all noxious weeds, in particular the

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musk thistle, on their lots and along ditches, canals, and roadways which lie adjacent to their lots. The Homeowners Association may take care of any noxious weed problem when the homeowner has neglected this responsibility with all costs incurred to be assumed by the lot owner.

Section 4. The Homeowners Association will have the responsibility of assessing, the amount required on a yearly basis, for common road maintenance and to retain road clearing services for winter conditions.

Section 5. Each lot and all improvements shall be maintained in a clean, safe and sightly condition. Trailers, boats and recreational maintenance vehicles shall be kept screened from view. No unlicensed or inoperative vehicles shall be parked on any lot.

Section 6. At the time of construction, all structures on all lots shall meet current Teton County, Idaho fire code requirements.

Section 7. Invalidation of any one of these covenants, conditions or restrictions by court, or otherwise, shall in no way effect any of the other provisions which shall remain in full force and effect. This declaration shall take effect on recording.

Stanley T. Hansen
STANLEY T. HANSEN
STATE OF IDAHO, COUNTY OF TETON

Peggy Jean Hansen
PEGGY JEAN HANSEN

On this 1st day of March, 1994, before me,

a notary public in and for said State, personally appeared

Stanley T. Hansen
Stanley T. Hansen

Peggy Jean Hansen
Peggy Jean Hansen

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Wanda L. ...
Notary Public

Residing at Driggs, Idaho.

My commission expires 5-19-94.

115458

FILED

AT THE REQUEST OF

Gus Boyd

AT 35 MINUTES PAST 2 P M

DATE March 1, 1994

Ann J. Drake
CLERK OF RECORDER

BY Anna Light
DEPUTY



Wanda L. ...
Ink is Blue
Picked _____

14511

MOUNTAIN MEADOW RANCHES

*ADDENDUM
COVENANTS
Refer to instrument #
DALON MAR 01 1992
115458*

Change in covenants
Dated September 10, 2001

Dear Friend,

1. Article II Section 9
Planning and Zoning 25 feet set lot side change to 30 feet. See attached letters.
2. Article II Section 7
Change by majority vote: pre-built and component constructors will no longer be permitted. See attached letters.

Sincerely Board Member of Mountain Meadows

[Signature]
Dennis McLaughlin
Board Member

Instrument # 144511
ORIGOS, TETON, IDAHO
2001-10-03 11:51:28 No. of Pages: 1
Recorded for DENNIS MCLAUGHLIN
NOLAN G. BOYLE Fee: 3.00
Ex-Officio Recorder Deputy *[Signature]*
In the MISCELLANEOUS RECORDS

144511

144511

