



“Local Brokerage, National Results.”

Maps & Documents

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



OCT 20 1992

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RECORDED
INDEXED

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

MURDOCK ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions hereinafter called "Declarations" is made and executed in Teton County, Idaho, this 18th day of December, 1973, by RUSSELL C. MURDOCK and BERTHA MURDOCK, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in Teton, Idaho, and more particularly described as follows:

Lots 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Block 1; Lots 18 through 31 both inclusive in Block 2; and Lots 32 through 38, both inclusive in Block 3, all in Murdock Acres, according to the recorded plat thereof.

WHEREAS, the Declarant intends to sell said property in small tracts or lots, for residential purposes only, and desires to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings together with all improvements to be constructed or placed on said property, and

WHEREAS, it is the further desire of the Declarant as part of the general development plan for the benefit and protection of the owner of the respective lots within said subdivision to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW, THEREFORE, The Declarant does hereby publish and declare that all the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and approved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and the division thereof into lots and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions of the terms that are used in this Declaration shall be defined as follows unless the context clearly indicates a different meaning

RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN ARE HEREBY DELETED TO THE EXTENT THAT SUCH RESTRICTIONS VIOLATE 42 USC 3604(c).

(a) Declarants shall mean 66 percent of the lot owners who have voted for the amendments to this Declaration pursuant to the certification attached hereto.

(b) Declaration shall mean this instrument by which the covenants, conditions and restrictions have been imposed upon the above described real property.

(c) Owner shall mean any person or entity with an ownership interest in any of the above described real property.

(d) Board shall refer to the Homeowners Association Supervisory Board as established herein, and

(e) Property shall mean all of the above described real property generally described as Murdock Acres.

2. Said property may be used for residential purposes and for no other purpose. Any question or dispute as to whether a particular lot is being used according to the within restrictions shall be submitted to the Board. The Board shall make its determination within thirty (30) days and its determination shall be final and binding upon the owners of said lots.

3. No more than one main dwelling house may be built, constructed, placed upon, or moved upon any one lot.

4. No homes or mobile homes or trailers shall be situated closer than ten (10) feet from all boundaries and inside lots, ten (10) feet from roads and ten (10) feet from all other boundaries.

5. Prior to the building, constructing or placing of any major improvements or structures on any lot, written plans shall be submitted to the Board for its approval. In the event such plans are disapproved, said structures or improvements may not be constructed, built, or placed upon said lot. The decision of the Board is final and binding upon all parties concerned. Fences shall not obstruct the scenic view of adjacent property owners and shall be approved by the Homeowners Association Supervisory Board prior to being installed. Any dwelling meeting the requirements of the covenants must be completed within a reasonable time, not to exceed two years.

6. No dwellings shall be permitted on any lot wherein the ground floor area of the main structure is not more than 1,100 square feet or \$20,000 based on values as of the date of this Declaration. This \$20,000 value may fluctuate as value in property fluctuates and the Homeowners Association Supervisory Board shall

determine compliance with this paragraph.

7. No cattle, sheep, pigs or other animals may be maintained on any of the described property with the exception of domestic household pets which may be maintained on the individual lots if suitable fencing and shelter is provided.

8. All dwelling houses and trailer houses shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of a septic tank, seepage pit or other approved drainage. All sewage systems must have the approval of the Idaho State Sanitary Inspector.

9. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial or industrial activities.

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

11. No signs of any kind shall be displayed to the public view on or from any lot, except that signs advertising all or a portion of said property to be for sale or for rent may be temporarily maintained.

12. No portion of this property shall be used or maintained as dumping ground for rubbish, trash, garbage and other waste, and same shall be kept only in a sanitary container. 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.

13. The Board as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth herein. The Board shall have the authority to grant extensions of time to lot owners for qualifying under the covenants, without waiving the requirements of the covenants, when extenuating circumstances are present.

14. There is established hereby a Homeowners Association Supervisory Board which will have the powers specified herein plus those powers necessary to enforce the covenants, conditions and restrictions established by this Declaration. The Board shall be composed of Russell C. Murdock, Bertha Murdock and Venice M. Brandt, a majority of the Board may designate a representative to act in its behalf. In the event of the incapacity, death or

resignation of any members of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board or its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. The original members of the Board were appointed by the Declarant and shall serve a term of four (4) years. Thereafter, the owners shall elect the Board, consisting of five (5) members. Each owner shall have five (5) votes and the five (5) individuals receiving the most votes shall comprise the Board thereafter and serve a term of three (3) years.

15. The Board's approval or disapproval required in this Declaration shall be in writing and determination shall be within thirty (30) days and its determination shall be final and binding upon the owner of each lot.

16. The provisions of this Declaration may be altered, modified or amended by an instrument in writing signed and acknowledged by record owners holding 66 percent of the lots set forth above. Said alteration, modification or amendment shall be effective upon recordation in the office of the Recorder of Teton County, State of Idaho.

17. Russell C. Murdock and Bertha Murdock, hereby reserve and accept unto themselves, the successors and assigns, all minerals, oil and gas, upon or underlying the above specified real property, or any of same, and the exclusive right to negotiate or procure minerals, oil or gas leases with the potential right to enter upon all the premises, to prospect, explore, drill, operate, develop and dispose of all such minerals, oil and gas; all subject to the following conditions: The owners of each individual lot shall be promptly compensated for all actual damages and injury to the surface, improvements, grass and crops caused by the prospecting, drilling, operating and or development work, in regard to the above reservation of minerals, oil and gas.

18. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision.

19. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision thereof.

20. This Amended and Restated Declaration shall take effect upon recording.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - PAGE 4
Murdock.adc

21. For the purpose of road maintenance and constructing, a road easement for the first 10 feet of property adjacent to the road is provided. No fences or other items will be allowed within this 10 foot easement area.

IN WITNESS WHEREOF, Russell C. Murdock and Bertha Murdock have hereunder caused their names to be affixed the day and year first above written.

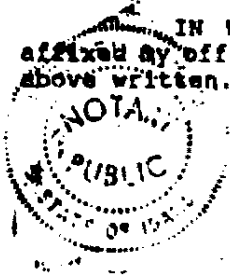
Russell C. Murdock
Russell C. Murdock

Bertha B. Murdock
Bertha B. Murdock

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

On this 11 day of October, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell C. Murdock and Bertha Murdock, 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.



Richard Allen
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 1-15-93

RECEIVED

117495

SEP 02 1994

MURDOCK ACRES HOMEOWNERS'S ASSOCIATION
C/O GERALD SPARKS
P.O. BOX 669
DR1008, IDAHO 83422

TETON Co. Id.
Clerk Recorder

September 2, 1994

This addendum to the covenants is intended to be informative to new lot owners.

When the covenants were amended in October of 1992, the structures on the lots at that time were exempted from the size restriction in paragraph six. Future structures must conform to covenant restrictions.

The boardmembers of Murdock Acres Homeowners Association have voted to impose annual dues of \$36.00 (\$2.50 per month).

Gerald Sparks
Gerald Sparks
President
Murdock Acres Homeowner's Association

117495

FILED

AT THE REQUEST OF

Gerald Sparks

AT 3 MINUTES PAST 3 P M

DATE Sept. 2, 1994

Ada J. Drake
CLERK OF RECORDER

BY *Nora Highby*
DEPUTY

Filed
Indexed
Filed

117495

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

MURDOCK ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions hereinafter called "Declarations" is made and executed in Teton County, Idaho, this 17th day of December, 1973, by RUSSELL C. MURDOCK and BERTHA MURDOCK, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in Teton, Idaho, and more particularly described as follows:

Lots 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, in Block 1; Lots 18 through 31 both inclusive in Block 2; and Lots 32 through 38, both inclusive in Block 3, all in Murdock Acres, according to the recorded plat thereof.

WHEREAS, the Declarant intends to sell said property in small tracts, or lots, for residential purposes only, and desires to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings, together with all improvements to be constructed or placed on said property, and

WHEREAS, it is the further desire of the Declarant as part of the general development plan for the benefit and protection of the owner of the respective lots within said subdivision to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW, THEREFORE, The declarant does hereby publish and declare that all the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and approved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and the division thereof into lots and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, it's successors and assigns, and any person acquiring or owning an interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

NO RESTRICTION OR DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY OR SOCIAL ORIGIN IS HEREBY DELETED TO THE EXTENT THAT SUCH RESTRICTIONS WOULD VIOLATE FEDERAL OR STATE LAWS.

1. Definitions of the terms that are used in this Declaration shall be defined as follows unless the context clearly indicates a different meaning:

- (a) Declarant shall mean Russell C. Murdock and Bertha Murdock, who have made and executed this Declaration.
- (b) Declaration shall mean this instrument by which the covenants, conditions and restrictions have been imposed upon the above described real property.
- (c) Owner shall mean any person or entity with an ownership interest in any of the above described real property.
- (d) Board shall refer to the Architectural Control Board as established herein, and
- (e) Property shall mean all of the above described real property generally described as Murdock Acres.

2. Said property may be used for residential purposes and for no other purpose. Any question or dispute as to whether a particular lot is being used according to the within restrictions shall be submitted to the Board. The Board shall make its determination within thirty (30) days and its determination shall be final and binding upon the owners of said lots.

3. No more than one main dwelling house may be built, constructed, placed upon, or moved upon any one lot.

4. No homes or mobile homes or trailers shall be situated closer than ten (10) feet from all boundaries and inside lots, ten (10) feet from roads and ten (10) feet from all other boundaries.

5. Prior to the building, constructing or placing of any major improvements or structures on any lot, written plans shall be submitted to the Board for its approval. In the event such plans are disapproved, said structure or improvements may not be constructed, built, or placed upon said lot. The decision of the Board is final and binding upon all parties concerned. Fences shall not obstruct the scenic view of adjacent property owners and shall be approved by the Architectural Control Board prior to being installed. Improvements to property purchased must be commenced within two years from date of purchase.

6. No dwellings shall be permitted on any lot wherein the ground floor area of the main structure is not more than 800 square feet or \$11,000.00 based on values as of the date of this declaration. This \$11,000.00 value may fluctuate as value in property fluctuates and the Architectural Control Board shall determine compliance with this paragraph.

7. No cattle, sheep, pigs or other animals may be maintained on any of the described property with the exception of domestic household pets which may be maintained on the individual lots if suitable fencing and shelter is provided.

8. All dwelling houses and trailer houses shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of a septic tank, seepage pit or other approved drainage. All sewage systems must have the approval of the Idaho State Sanitary Inspector.

9. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial or industrial activities.

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

11. No signs of any kind shall be displayed to the public view on or from any lot, except that signs advertising all or a portion of said property to be for sale or for rent may be temporarily maintained.

12. No portion of this property shall be used or maintained as dumping ground for rubbish, trash, garbage and other waste, and same shall be kept only in a sanitary container. 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.

13. The Board as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth herein.

14. Prior to the sale of any of the lots specified herein the proposed purchaser must be approved by the Board.

15. There is established hereby an Architectural Control Board which will have the powers specified herein plus those powers necessary to enforce the covenants, conditions and restrictions established by this Declaration. The Board shall be composed of Russell C. Murdock, Bertha Murdock and

Venice W. Brandt, a majority of the Board may designate a representative to act in its behalf. In the event of the incapacity, death or resignation of any members of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board or its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. The original members of the Board were appointed by the Declarant and shall serve a term of four (4) years. Thereafter, the owners shall elect the Board, consisting of three (3) members. Each owner shall have three (3) votes and the three (3) individuals receiving the most votes shall comprise the Board thereafter and serve a term of three (3) years.

16. The Board's approval or disapproval required in this Declaration shall be in writing and determination shall be within thirty (30) days and its determination shall be final and binding upon the owner of each lot.

17. The provisions of this Declaration may be altered, modified or amended by an instrument in writing signed and acknowledged by record owners holding 66 per cent of the lots set forth above. Said alteration, modification or amendment shall be effective upon recordation in the office of the Recorder of Teton County, State of Idaho.

18. The Declarants, Russell C. Murdock and Bertha Murdock, hereby reserve and accept unto themselves, their successors and assigns, all minerals, oil and gas in, upon or underlying the above specified real property, or any of same, and the exclusive right to negotiate or procure minerals, oil or gas leases with the potential right to enter upon all the premises, to prospect, explore, drill, operate, develop and dispose of all such minerals, oil and gas; all subject to the following further conditions: The owners of each individual lot shall be promptly compensated for all actual damages and injury to the surface, improvements, grass and crops caused by the prospecting, drilling, operating and or development work in regard to the above reservation of minerals, oil and gas.

19. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision.

20. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision hereof.

21. This Declaration shall take effect upon recording.



22. For the purpose of road maintenance and construction, a road easement for the first 10 feet of property adjacent to the road is provided. No fences or other items will be allowed within this 10foot easement area.

IN WITNESS WHEREOF Russell C. Murdock and Bertha Murdock have hereunto caused their names to be affixed the day and year first above written.

Russell C. Murdock
Bertha L. Murdock

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

On this 17th day of December, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared RUSSELL C. MURDOCK and BERTHA MURDOCK, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Russell C. Dwyer
Notary Public for Idaho
Residing at: *Dryden, Idaho*
My Commission Expires: *9-21-75*

73651

STATE OF IDAHO
COUNTY OF TETON
Filed by *Russell Murdock*
at *4:45* minutes past *10*
10 M. this *17*
day of *Dec* 19 *73*
and Microfilmed or Recorded in
Book _____
of _____ page _____
Records of Teton County
Dwight L. Stone
Bruce [Signature]

