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Phone: 208.354.2439
Email : info@tetonvalleyrealty.com

253 S. Main St. Box 604, Driggs ID 83422
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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS 170028**

RECEIVED

AUG 10 2005

TETON CO., ID
CLERK RECORDER

OF:

SHIRE RIDGE

Instrument # 170028

DRIGGS, TETON, IDAHO

2005-08-05

01:43:00 No. of Pages: 9

Recorded for : A W ENGINEERING

NOLAN G. BOYLE

Fee: 27.00

Ex-Officio Recorder Deputy *Nolan G. Boyle*

Index to: DECLARATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions is made and executed in Teton County, Idaho this 3rd day of April, 2005 by Vern and Bonnie Woolstenhulme, hereinafter called "Declarant(s)".

PURPOSE

WHEREAS, Declarant's are the owners of a certain property located in Teton county, Idaho which property is more particularly described in Exhibit A attached hereto and made a part hereof, and which is hereinafter referred to as the property. The declaration is executed to establish and maintain the highest possible quality, value, desirability and attractiveness; and to provide seclusion and a pleasant environment to any person acquiring title to part of such property.

DECLARATION

NOW, THEREFORE, Declarant's do hereby declare that SHIRE RIDGE is and shall be owned, occupied and improved subject to the following uniform covenants, conditions, and restrictions. The restrictions set forth herein shall run with the real property and shall be binding upon all persons having or acquiring any such real property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, their successors in interest and may be enforced by Declarant's by any owner or his successors in interest or by the Homeowners' Association.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following word and phrases when used in these restrictive covenants shall have the meanings hereinafter specified:

1. ASSESSMENTS shall mean assessments of the Homeowners' Association and includes both regular and special assessments.

2. BOARD shall mean the Governing Board of Directors of the Homeowners' Association. It shall be responsible for the administration and enforcement of these covenants and conditions.

3. SHIRE RIDGE, CONDITIONS, COVENANTS AND RESTRICTIONS shall mean this Declaration as it may be amended from time to time.

4. DESIGN COMMITTEE shall mean the Committee created pursuant to Article III hereof.

5. LOT shall mean each lot as designated as such on the recorded plat, whether or not improved.

6. HOMEOWNERS' ASSOCIATION shall mean the SHIRE RIDGE Homeowners' Association, its successors and assigns.

7. MEMBER shall mean any person who is a member of the Homeowners' Association.

8. OWNER shall mean (a) the person or persons or other legal entity or entities, including Declarant's, holding an aggregate fee simple interest in a lot or, as the case may be, (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

9. RESIDENCE shall mean a physical structure that someone lives in.

ARTICLE II

GENERAL RESTRICTIONS

All real property within SHIRE RIDGE shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 2.01 No Further Subdividing. No lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any lot to more than one person to be held by them as tenants in common, joint tenants by the entirety or as community property. Also, two contiguous lots, if owned by the same record owner, may be combined as one lot, for the purposes of applying these covenants and restrictions. Provided that the record owner makes such election in writing and first receives approval from the Design Committee and Unity of Title or other office of the County Clerk, in Teton county, which each individual lot had prior to the combination.

Further more, no Certificate of Occupancy shall be issued prior to the completion of the improvements for the infrastructure which are the responsibility of the owner/developer.

Section 2.02 Signs and Lighting. No signs of any character shall be placed or maintained on any lot except:

- (1) one sign advertising the premises for sale or rent, which sign shall not exceed six square feet;
- (2) one sign identifying the name and/or address of the owner's or occupant's lot, which sign shall not exceed two square feet;
- (3) one sign used by the builder to advertise the project during the construction period.

All outdoor lighting must be dark sky lighting, low wattage, shaded or directed downward.

Section 2.03 Animals. No animals of any kind shall be kept or bred or maintained for any commercial purpose. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. Owners, tenants, or guests shall clean up and properly dispose of their animals' waste in all common areas, roadways and/or developed pathways. There shall be no more than three large animals, (large meaning any animal over 200lbs in weight) on any lot. The lot will be maintained keeping the vegetation watered and growing according to the availability of Trail Creek Irrigation water. If the owners animals over graze the vegetation, then the owner will supplement the feeding of said animals as to keep the vegetation healthy. No more than two (2) dogs shall be kept on any lot. If any dog or dogs are caught or identified as being a nuisance the Board shall have the authority to have such animal or animals impounded at any available location, and/or shall assess a penalty against the owner of such animal or animals of not more than \$200.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the board or any member thereof, for the impoundment or destruction of any such animal or animals. Domestic animals shall be controlled at all times and shall not be allowed to run at large. In the event the Declarant's develop amenities such as walking paths, picnic areas, etc. in the Pond area as designated on the plat of SHIRE RIDGE, all dogs in said area shall be leashed or under the control of the owner.

Section 2.04 Motorized and Recreation Vehicles. Snow machines, motorcycles, four wheelers, (ATV's) and similar type vehicles must be operated in a non-disruptive manner within the owners lot area or receive consent from other land owners previous to recreating on their property. No boat, travel trailer, recreational vehicle, motor home, camper or similar vehicle shall be allowed or stored on any Lot unless it is appropriately garaged or screened. Nor shall they be used as a residence.

Section 2.05 Offensive Activity. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within SHIRE RIDGE. Trash garbage or other waste shall be kept in sanitary containers

Section 2.06 Repair of Buildings. No improvement shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

Section 2.07 Exemption of Declarant's. Nothing herein shall limit the right of the Declarant's to complete excavation, grading and construction of improvements to any property owned by Declarant's, or to use a structure as a model home or leasing or sales office. The right of the Declarant's hereunder and elsewhere in the restrictions may be assigned by Declarant.

Section 2.08 No hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

Section 2.09 Temporary Structures. Only temporary structures which are approved by the Board may be installed on a lot during construction of a permanent residence. Construction trailers, travel trailers, recreational vehicles, motor homes, camper, or similar trailers and vehicles are considered temporary structures. 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 unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

Section 2.10 Weeds. It shall be each lot owner's responsibility including the Homeowners' Association, to eradicate noxious weeds on land in SHIRE RIDGE to comply with any applicable Idaho State or County ordinance, law, rule, or regulation pertaining to the removal and control of noxious weeds

Section 2.11 Buildings and Improvements. No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guests, plus a garage and other improvements incident to a single family residence. **All proposed buildings and improvements shall be submitted to the Design Committees for approval.** Provided however, notwithstanding anything contained herein to the contrary, **after the primary residence is fully constructed one additional guest house, which shall be a minimum of 950 sq. ft. on the main floor, may be constructed.** No apartments, condominiums or other multiple dwelling structure may be built.

Section 2.12 Water System. Each structure designed for occupancy or used by human beings, shall be connected to a private water system at the owners expense.

Section 2.13 Waste Disposal. Each structure designed for occupancy or used by human beings, shall be connected to an individual waste disposal system at the owners expense. Such waste disposal system shall conform to the standards applicable for the area, including without being limited to the Idaho Public Health Department. No outdoor toilets shall be permitted, except during construction. It must be of a storage type and be serviced on an as needed basis.

ARTICLE III
DESIGN COMMITTEE

Section 3.01 Design Committee. The Declarant's shall act as the Design Committee until the Declarant's appoint a new Design Committee. Those persons shall be lot owners (one member per lot) of SHIRE RIDGE and act as the Design Committee. The Design Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association.

Section 3.02 Authority and duties. The Design committee shall be responsible for reviewing construction plans and specifications and other responsibilities delegated to them by the Association.

Section 3.03 Meetings. The Design Committee shall meet from time to time as it deems necessary.

Section 3.04 Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction taken with respect to any provision of these Covenants, provided that such Design committee has acted in good faith. All members of the Design Committee shall be indemnified and held harmless by the property owners and Association from liability, damages and expenses for any decision or action they may make while acting within the scope and course of their duties.

ARTICLE IV
DESIGN STANDARDS

No building or other improvements shall be constructed on Lots 1-15 in SHIRE RIDGE, nor shall any alterations therein be made until the plans and such other information as the Design Committee may require, shall have been submitted to and approved in writing by the Design Committee. The Design Committee shall consider the suitability of the improvements, the materials, the colors and the nature of the adjacent improvements. The objective of the Design Committee is to ascertain that any proposed improvements will enhance the aesthetic and monetary values of the area. If the plans are disapproved, said structures and improvements may not be constructed or placed upon said lot. The decision of the Committee is final and binding upon all parties concerned.

Section 4.01 Structures

A. Structures are encouraged which relate to the terrain and physical features of the property. All residences shall be a minimum of 1500 square feet of livable area on the single, main ground level floor or a minimum of 1700 square feet in a combination of main ground level floor and upper floor. Sundecks, carports, patios, and other unenclosed or unroofed areas are not to be included in the computation of building area. All Primary residences shall have a two car garage in addition to the minimum of 1500 sq. ft. or 1700 sq. ft. combination primary residence. The prime concern of the Design Committee will be that the exterior design, exterior finish, and location harmonize with and compliment the natural environment. All structures shall be placed within 150 feet of the front lot line adjacent to SHIRE RIDGE LANE and SHIRE RIDGE DRIVE.

B. Exterior materials **must** be of natural wood, such as cedar, redwood, fir, pine, peeled log, stone or other similar natural material. Hardiboard, particle board, chip board, plywood or other reconstituted wood fiber construction are **not** permissible on the exterior surface of any structure. Roof materials shall be cedar shake, heavy weight asphalt shingle, or ribbed metal with a flat, nonreflective colored finish in brownish earth tones. Alternative exterior metals which resemble natural materials may be proposed to the Design Committee for consideration and approval.

C. Exterior finishes shall be brownish earth toned stains, or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. all exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.

D. Exterior colors shall be subdued and in the brownish earth tones range. Color samples on pieces

of all exterior materials and roofing materials to be used, shall be submitted to the Design Committee for approval.

E. All spoils from excavating must be replanted with in six months.

Section 4.02 Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated. No parking on Shire Ridge Lane or Shire Ridge Drive is permitted.

Section 4.03 New Construction. All improvements shall be of new construction and no pre-built or pre-fabricated homes will be permitted. However, there are new technology advances in the building industry which can be considered by the Design Committee and must be approved by them before using. All improvements shall be fully completed within two years of the date of the building permit.

Section 4.04 Fencing. Fences shall be treated as improvements and are subject to the prior written approval of the Design Committee. They will be maintained and kept in good repair at the owners expense. No white vinyl will be allowed. Since SHIRE RIDGE lies with in a Herd District, fence maintenance is the responsibility of the individual Lot owner.

Section 4.05 Roadways. An easement to SHIRE RIDGE Homeowners Association for Shire Ridge Lane and Shire Ridge Drive provides access to the lot owners in SHIRE RIDGE. Maintenance of said roads is the sole responsibility of the SHIRE RIDGE lot owners. Costs will be apportioned to each lot owner according to the covenants of SHIRE RIDGE.

Section 4.06 Utilities. All utilities including electrical, telephone, water, television cables and exterior lighting shall be installed underground.

ARTICLE V WATER RIGHTS

Section 5.01 Shares of water stock. The Declarant's shall transfer all shares of Trail Creek Irrigation Company Inc. shares of stock, that pertain to SHIRE RIDGE, to the SHIRE RIDGE HOMEOWNERS ASSOCIATION. Those stock certificates shall remain as one and will not be split up into individual shares for lot owners.

Section 5.02 Irrigation Agent. The Declarant's shall act as the Irrigation agent until the Declarant's appoint one lot owner as the Irrigation Agent to work with Trail Creek Irrigation Company Inc. concerning water usage. That person shall have the authority to regulate water usage to the lot owners and deal with other matters relating to irrigation water. He will report directly to the Board and be under their jurisdiction.

Section 5.03 Sprinklers/nozzles. Each lot may have water usage according to Trail Creek Sprinkler Irrigation Company Inc. policy which will be administered by the Irrigation agent.

ARTICLE VI RIGHT TO FARM

Section 6.01 Right to Farm. Anyone purchasing a lot in SHIRE RIDGE acknowledges that they are purchasing property in a rural area. Common agricultural practices will be occurring in and around SHIRE RIDGE, during the day **and night**, such as tillage, harvesting, spraying and livestock operations. Idaho State has enacted the, RIGHT TO FARM ACT - IDAHO CODE CHAPTER 45, SECTIONS 22-4501 THROUGH 22-4504.

...IT IS THE INTENT OF THE LEGISLATURE TO REDUCE THE LOSS TO THE STATE OF IDAHO ITS AGRICULTURAL RESOURCES BY LIMITING THE CIRCUMSTANCES UNDER WHICH

AGRICULTURAL OPERATIONS MAY BE DEEMED TO BE A NUISANCE. THE LEGISLATURE ALSO FINDS THAT THE RIGHT TO FARM IS A NATURAL RIGHT AND IS RECOGNIZED AS A PERMITTED USE THROUGHOUT THE STATE OF IDAHO. "AGRICULTURAL OPERATION" INCLUDES, WITHOUT LIMITATION, ANY FACILITY FOR THE GROWING, RAISING OR PRODUCTION OF AGRICULTURAL, HORTICULTURAL AND VITICULTURAL CROPS AND VEGETABLE PRODUCTS OF THE SOIL, POULTRY AND POULTRY PRODUCTS, LIVESTOCK, FIELD GRAINS, SEEDS, HAY APIARY AND DAIRY PRODUCTS, AND THE PRODUCING FOR COMMERCIAL PURPOSES OF LIVESTOCK OR AGRICULTURAL COMMODITIES. NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR SHALL BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING, NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT.

Anyone, purchasing a lot, their tenants or guests, in SHIRE RIDGE, shall not deem common farming practices as a nuisance.

ARTICLE VII

SHIRE RIDGE HOMEOWNERS' ASSOCIATION

Section 7.01 The Association. The Association is the nonprofit association established for the purpose of administering and enforcing the provisions of these Covenants.

Section 7.02 Membership. Each lot will have one membership per lot. If more than one Owner owns an interest in a lot only one membership will be given for that lot.

Section 7.03 Membership Voting Rights. Each lot owner shall be entitled to one (1) Vote for each Lot in which he or she owns an interest. If more than one Owner owns an interest in the Lot, only one vote may be cast with respect to that lot. The member(s) owning each lot shall have one vote for each lot to cast upon any matter to be decided by a vote of the members. In the event of any dispute among joint owners of a lot, the Board shall have the right to disqualify such members from voting on an issue unless or until the joint owners of such lot have reached agreement as to such members vote.

Section 7.04 Governing Board of Directors. The Governing Board of Directors, hereinafter shall consist of the Declarant's until the Declarant's appoint the next Governing Board of Directors. Said Board shall have full power and authority to manage the business and affairs of the Association, as may be more fully set forth in any charter or articles of incorporation or association and bylaws of the Association, and to enforce the provisions of these Covenants.

Section 7.05 Meetings. The members of the association and the Board of Directors of the Association shall hold a minimum of one annual meeting.

ARTICLE VIII

FUNDS AND ASSESSMENTS

Section 8.01 Shire Ridge Maintenance Fund. The Board shall establish a fund (the "Shire Ridge Maintenance Fund") into which shall be deposited all moneys paid to the association and from which disbursements shall be made in performing the functions of the Association under these Shire Ridge Covenants Conditions and Restrictions.

Section 8.02 Yearly Estimates of Assessments. At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacements reserves, less any expected income and any surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each lot, in SHIRE RIDGE, in an equal amount. If said estimated sum proves inadequate for any reason, including non-payment of any owner's assessment, the Association may, at any time, levy a further assessment which shall be assessed equally upon the owner of each lot.

Section 8.03 Payment of Assessments. All assessments shall be due and payable to the Association, by the assessed owners (including Grantor as long as he/she is an owner in any of the SHIRE RIDGE lots) during the fiscal year in equal quarterly installments, by the due date stipulated in the assessment, or in such other manner as the Board may designate at its sole and absolute discretion.

Section 8.04 Late Charges. If any assessment, whether regular or special, assessed to any owner is not paid within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of five percent (5%) of the amount of the assessment or such other amount as the Board may designate from time to time.

Section 8.05 Unpaid Assessments as liens. The amount of any delinquent assessment, whether regular or special, assessed to any owner and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of eighteen percent (18%) per annum and cost, shall become a lien upon such lot upon recordation of a notice of assessment in the records of the Clerk of Teton County, Idaho stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the lot against which it has been assessed, and the name of the record owner thereof. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded.

ARTICLE IX **ENFORCEMENT**

The limitations and requirements for land use and development set forth in the Covenants shall be enforceable by the Declarant's, or by the Board.

Section 9.01 Right of Enforcement. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guest, to terminate and restrain any violation of the Covenants.

Section 9.02 Violations. Any lot owner who uses or allows his or her lot to be used or developed in violation of the covenants further agrees to pay all costs incurred by the Board or the Declarant's or other lot owners in enforcing these covenants, including reasonable attorney's fees. Any infraction or violation of any section of these covenants shall be subject to a **One Hundred Dollar (\$100.00) fine** and/or an appropriate amount as determined by the Board, payable to the Homeowners Association.

Section 9.03 Costs. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the date of demand for payment at the rate of two percent per month. The Board is authorized to record a notice of lien in the Office of the Clerk of Teton County, Idaho. A copy of the notice of lien as filed in the Office of the County Clerk shall be sent to the owner by certified mail.

ARTICLE X
DURATION OF COVENANTS

All of the covenants, conditions and restrictions set forth herein shall run until December 2030 unless amended as herein provided. They shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the owners who own at least eight percent (80%) of the lots in SHIRE RIDGE and such written instrument is recorded with the Clerk of Teton County, Idaho.

ARTICLE XI
SEVERABILITY

Any decision by a court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the court and the remainder of these covenants shall remain in full force and effect.

ARTICLE XII
ACCEPTANCE OF COVENANTS

The undersigned Declarant's and owners, and every subsequent owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of these covenants, and every lot owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

ARTICLE XIII
MEMBERS OF SHIRE RIDGE DESIGN COMMITTEE,
HOMEOWNERS' ASSOCIATION GOVERNING BOARD AND IRRIGATION AGENT

The Declarant's Vern Woolstenhulme and Bonnie Woolstenhulme shall be the Design Committee and the Governing Board of Directors of SHIRE RIDGE Homeowners' Association until the Declarant's appoint three (3) members each to serve on the Board and Design Committee. The new Design Committee and Board appointees' will serve for a two year term thereafter. Subsequent Boards and Design Committee's shall be elected by a majority of the lot owners in the Association. At the Annual meeting of the Association, the association will nominate and elect new members for the Board, or Design Committee as required. Vacancies in either the Board or Design Committee caused by death, resignation or inability to act, shall be filled by the Board appointing a new member. That new member shall serve until the original two year term is completed. The Board and Design Committee will be elected by a majority of the owners of the lots with in the property. The Declarant's shall also be the Irrigation Agent until the Declarant's appoint a new Agent. This person will serve until he or she no longer is willing or until the Board appoints an new Irrigation Agent. This Declaration shall take effect upon recording.

IN WITNESS THEREOF

The undersigned have executed this instrument this 3rd
day of August, 2005.

Vern Woolstenhulme
Vern Woolstenhulme

Bonnie Woolstenhulme
Bonnie Woolstenhulme

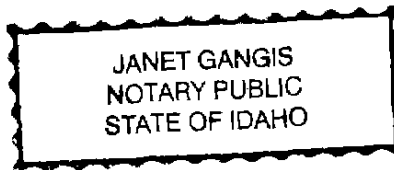
STATE OF IDAHO)
COUNTY OF TETON) SS

On this 3rd day of August,
2005

before me, the undersigned, a Notary Public in and for said State, personally appeared VERN WOOLSTENHULME and BONNIE WOOLSTENHULME, husband and wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that the executed the same.

Witness my hand and official seal

Janet Gangis
Notary Public



My commission expires: 4/30/10