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Phone: 208.354.2439
Email : info@tetonvalleyrealty.com

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



RECEIVED

121120

AUG 29 1995

DECLARATION OF COVENANTS AND RESTRICTIONS

for

TETON Co. Id
Clerk, Recorder

Remainder of parcel 1, being part of the E1/2, NW1/4, SEC25, TWP 4N, RNG 45E, B.M.

State of Idaho
County of Teton

WHEREAS, Halsey Hewson, the sole owner of remainder of parcel 1, as the same appears as part of those tracts of record in the office of the clerk of Teton County, Idaho

WITNESSETH, AS, The undersigned desire to place covenants and restrictions on said parcel being part of the E1/2, NW1/4, SEC25, TWP 4N, RNG 45E, B.M. Teton Co. IDAHO, for the benefit and protection of the undersigned and those purchasing adjoining lots.

WHEREAS, the undersigned desires that this instrument shall define the Covenants and restrictions upon said parcel and shall be incorporated by reference into the deeds and contracts to persons purchasing the lot with said covenants thereby intended to apply to each lot and to run with the land through subsequent transactions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the lot, above described, is subject to the following listed covenants and restrictions, to-wit:--

1. LOT USE. The lot use shall be in accordance with the Teton county regulations.
2. TEMPORARY LIVING QUARTERS. No owner shall permanently locate a camper trailer, mobile home or any other form of temporary living facility or structure upon the lot covered by this deed, provided, however, such owner may establish and use temporary living quarters in such a manner for a period not to exceed one(1) year while a permanent residence construction is being accomplished. This restriction shall not be construed to prevent an owner from occasionally using a camper trailer or like units on the premises as a seasonal accommodation for himself or his guests, provided that such are kept motile at all times.
3. IMPROVEMENTS. All improvements placed or constructed upon the premises shall be in strict compliance with all applicable building, zoning and health rules and regulations.
4. BUILDING SET-BACK LINES. All building set-back lines will conform to Teton county standards

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5. MOBILE HOMES. Mobile homes shall not be permitted upon any lot except as allowed in #3 and conform to the time limits noted in #3.

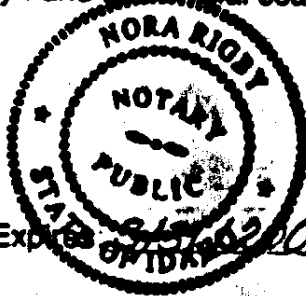
6. PARTIAL INVALIDITY. In the event any covenant or restriction herein contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant or restriction.

EXECUTED THIS 29 DAY OF August, 1995

Halsey Hewson
Halsey Hewson

The foregoing instrument was acknowledged before me by Halsey Hewson this 29th day of August, 1995

Witness my hand and official seal.



Nora Rigby
Notary Public

My commission Expires 01/15/2001

121120
FILED
AT THE REQUEST OF
Halsey Hewson
AT 12 MINUTES PAST 12 PM
DATE August 29, 1995
Asa J. Drake
CLERK OF RECORDER
BY Nora Rigby

Filed ✓
Indexed ✓
Paid _____