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Maps & Documents

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SPOON CREEK ACRES SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPOONCREEK ACRES SUBDIVISION, TETON COUNTY, IDAHO.

THIS DECLARATION, made on the day hereinafter set forth by SPOONCREEK ACRES Partners, hereinafter referred to as "declarants" the owner of lots 1 through 7, SPOONCREEK ACRES subdivision, County of Teton. State of Idaho, in accordance with the plat filed for record on July 28, 1992, in Teton County Idaho, as plat No. 110637 and which shall hereinafter be referred to as the "properties."

NOWHEREFORE, 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 inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Declarants" shall mean and refer to SPOONCREEK ACRES OWNER, his successors and assigns if such successors or assigns if should require 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 SPOONCREEK ACRES SUBDIVISION in accordance with the plat filed for record on July 28, 1992, in Teton County, Idaho, as Plat No. 110637 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 SPOONCREEK ACRES 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 & 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 specification. (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 a square footage of 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 1000 square feet on the main floor with minimum of 300 upstairs.

Section 6. The maximum height of any residential structure shall not exceed 25 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 included in the maximum heights.

Section 7. All improvements shall be of new construction. Prebuilt, component, or modular 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 material. 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. No building shall be placed closer than 40 feet from the front or rear lot lines and not closer than 25 feet from any side lot lines. No building shall be located on any lot as to obstruct a clear view at any intersection.

Section 9. Utilities including electric, telephone, and exterior lighting shall be installed underground.

Section 10. 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.

Section 11. When construction begins on individual dwellings, a culvert of no less than ten inches in diameter shall be installed between road and driveway in the drainage ditch at the roadside.

Section 12. Driveways and sufficient parking shall be provided by the owner of each improved lot to permit off-street parking and facilitate snow removal.

Section 13. 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 unsightly appearance.

Section 14. Requests for variances shall be made in writing to the board. The board's decision shall be made within 30 days of the request. The board's decision shall be final and binding.

ARTICLE III – LAND USE, 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 owners. No portion of the properties shall be used or maintained as dumping around 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 of any type may be maintained with the exception of household pets and horses, which may be maintained on the individual lots if suitable fencing and shelter are provided. There may be no more than one horse per full acre of each lot. Horses may not be maintained if they become offensive to the surrounding owners because of noise or odor.

Section 3. All lot owners will be responsible to control all noxious weeds (as defined by Teton County, Idaho), 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 lot owner has neglected this responsibility. All costs incurred will be assumed by the lot owner.

Section 4. The Homeowners Association will have the responsibility of assessing, on the basis of acreage, 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 slightly conditional. No unlicensed or inoperative vehicles shall be parked on any lot.

Section 6. Invalidation of anyone 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.

Section 7. Lot owners may request a variance to any restriction. Variances must be submitted in written form to current officers. The requested variance will be accepted with 75% member approval at the next annual meeting.

Section 8. Lot owners may submit a formal complaint of any violation to officers. Formal complaints must contain the owner's name, date, violator's name, and violation. Officers will take action as follows: a) Discuss violation with violator to try to resolve; b) Write a letter to violator stating rule violating and time frame for resolution; c) Assess violation fee at \$50/month until violation ceases.

Filed August 2013
Amended on October 25, 2012 with majority approval of HOA members
Originally filed July 28, 1992

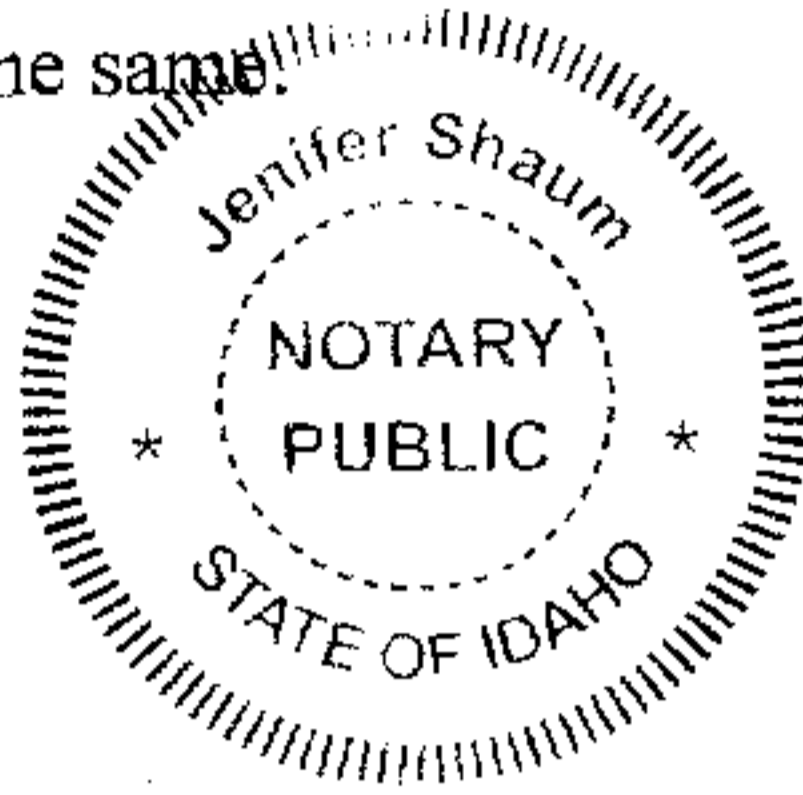

LISA RIDENOUR, Director


GENE MARCOWKA, Secretary


SUZANNE KNIGHTON, Treasurer

STATE OF IDAHO)
 : ss.
County of Teton)

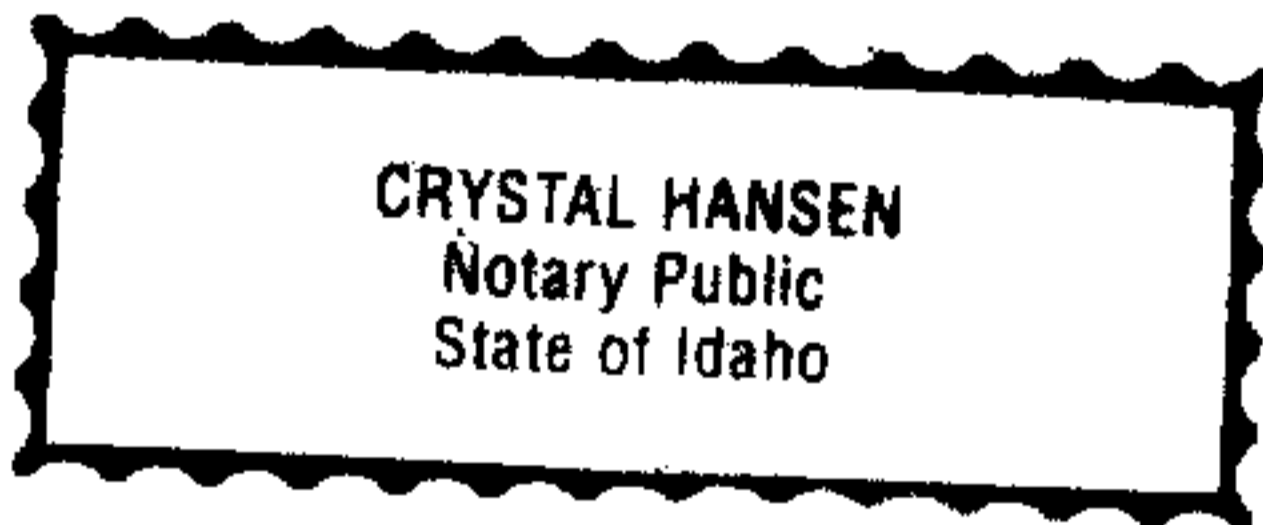
On this 2 day of August, in the year of 2013, before me, a Notary Public in and for said State, personally appeared LISA RIDENOUR, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Jenifer Shaum
Notary Public of Idaho
Residing at: Driggs Idaho
My Commission expires: 7/6/2016

STATE OF IDAHO)
 : ss.
County of Teton)

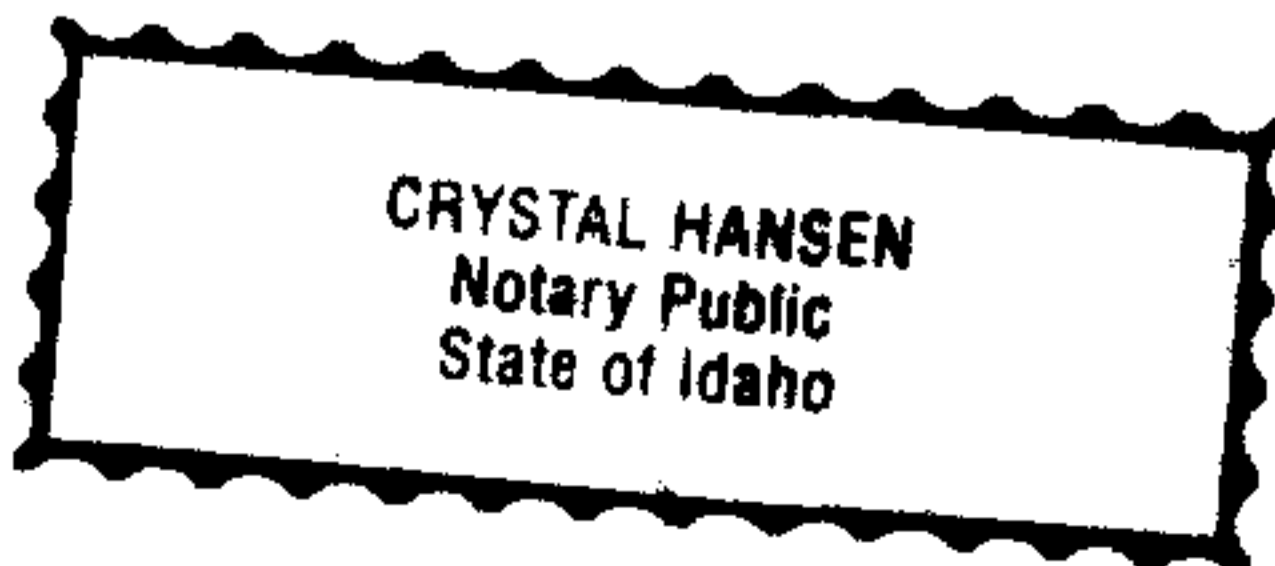
On this 7 day of August, in the year of 2013, before me, a Notary Public in and for said State, personally appeared GENE MARCOWKA, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



CHansen
Notary Public of Idaho
Residing at: 138 N. Main Victor ID 83455
My Commission expires: 5-3-19

STATE OF IDAHO)
 : ss.
County of Teton)

On this 7 day of Aug, in the year of 2013, before me, a Notary Public in and for said State, personally appeared SUZANNE KNIGHTON, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



CHansen
Notary Public of Idaho
Residing at: 138 N. Main Victor ID 83455
My Commission expires: 5-3-19