



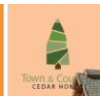
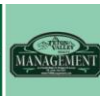
“Local Brokerage, National Results.”

Maps & Documents

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MAR 10 2003

TETON CO., ID
CLERK RECORDER

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SUMMER BREEZE SUBDIVISION, TETON COUNTY, IDAHO

This declaration is made this 10 day of March, 2002, 3

When used hereafter, the name "Summer Breeze" will mean that property in Teton County, Idaho, more particularly described as a part of the NW1/4SE1/4 of Sec 20 T 6 N R 45 EBM Teton County Idaho, containing 34.28 acres, more or less.

(1) PURPOSE

1.01 This declaration is executed to establish and maintain the highest quality And value, to enhance and protect its value, desirability, and attractiveness; And to provide a pleasant environment for any person acquiring title to any part of Summer Breeze.

(2) HOMEOWNER ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

2.01 Association Membership – Every owner of a lot, which is subject to assessment, shall be a member of Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

2.02 Voting rights – The association shall have one class of voting membership. Members shall be all lot owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves Determine, but in no event shall more than one vote be cast with respect to any lot.

(3) PROPERTY DIVISION RESTRICTIONS.

3.01 Lot splitting – No lot shall be further divided, subdivided or split. Two or more contiguous lots, if owned by the same record owner, may be combined as one larger lot for the purpose of applying these Covenants, provided that the record owner a Unity of Title or other office of the County Clerk, Teton County, Idaho. Following the combination of any lots, the resulting larger lot shall have the number of votes which each individual lot had prior to the combination.

(4) PERSONAL OBLIGATION OF ASSESSMENTS

4.01 Each possessory owner is deemed to covenant and pay to the Association:
(a) Annual assessments or charges, (b) Special assessments for capital improvements. The annual and Special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due.

1

Instrument # 153488

DRIGGS, TETON, IDAHO
2003-03-10 02:46:19 No. of Pages: 9
Recorded for : PLANNING AND ZONING
NOLAN G. BOYLE Fee: 27.00
Ex-Officio Recorder Deputy REVIIMEX
Index to: DECLARATION OF COVENANTS

All such assessments shall be levied by affirmative vote of at least 75% of Association members voting in person at a duly called meeting of Homeowners Association by the Design Committee.

(5) PURPOSE OF ASSESSMENT

5.01 The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in their common interests, and to maintain property value assets of Summer Breeze.

5.02 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any capital improvement upon the common area road or water system and firewell and any other improvements maintained by the Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least 75% of all members voting in person.

5.03 All lot owners shall be responsible for maintaining their respective lots. The properties shall not be permitted to become overgrown with weeds, nor continuously left in an uncared for condition. In the event it is necessary for the Association to cause the maintenance and care of a lot to be performed due to the neglect of the lot owner, the cost of such maintenance and care shall be special assessment and a lien upon the lot and a personal obligation of the owner of said lot at the time the work was performed.

5.04 The Common Road (Summer Breeze) shall be private and each lot owner shall be responsible for an equal portion of the snow removal and maintenance cost of said road, as costs are incurred at the initiation of the design committee of the Association. Example: Total Maintenance and/or snow removal cost shall be pro-rated to owners by dividing total costs by the number of lots in the development. The Common Road shall Remain open and free of obstacles such as vehicles, trailers, equipment, etc., at all Times.

5.05 All garbage and trash shall be placed and kept in covered containers, which shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the homeowners association. Each owner in accordance with the billing of the collector shall pay the cost of garbage and trash collection.

(6) DESIGN AND CONSTRUCTION STANDARDS

6.01 Design Committee – The design committee until more than 50% (fifty percent) of the lots are sold, shall consist of Dale R. Robson. Upon sale of more than fifty percent of the lots, the owners shall hold a special meeting to elect a group as the

Design Committee. Vacancies in the committee caused by death, resignation, or inability to act, shall be filled by the remaining owners. All Design committee members shall be Owners of lots within Summer Breeze Subdivision. The Design Committee shall Consist of (3) three members. The term of a member shall be 2 (two) years. The Design Committee shall be elected by a majority vote of the owners of the lots within the property. The owners, through the purchase of their lots, agree to be available to serve on the Design Committee.

6.02 Authority and Duties – The Design Committee shall be responsible for the enforcement and administration of the requirements of these covenants and shall contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer and enforce these covenants. The Design Committee shall contract for snow removal and periodic maintenance services on the Common Road. The Design Committee shall prepare an annual budget estimate, and Submit annual statements to each lot owner based upon its estimate. Billing for common Services shall be paid by lot owners within thirty days of billing date. Each lot owner Will be responsible for and billed for their respected share of the cost of snow removal And maintenance costs for the road. In the event that the estimate of Design Committee Exceeds the actual common service costs, the Design Committee shall send billings to each lot owner in accordance with the proportionate shares set forth in this paragraph After the Design Committee’s funds for common services have been expended with an Estimate for common services for the remainder of the year based upon the actual Expenses incurred by the Design Committee. Additional billing shall be paid by lot Owners within 30 days of the billing date.

6.03 Meetings – The Design Committee shall call and conduct an annual meeting of the lot owners, and shall meet from time to time as necessary to administer and enforce these covenants. The owners through the purchase of their respective lots, agree to serve on the Design Committee. The Design Committee shall adopt such rules for the conduct of it’s business as are appropriate, including but not limited to designation of officers and procedure for annual meetings of lot owners and Design Committee.

6.04 Building Permit – No building, fence or other improvement shall be constructed, erected, placed upon, or maintained on any lot or tract, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications, and such other information relating to such improvements as the Design Committee may require, shall have been submitted to and approved by the Design Committee in writing. In passing upon such plans and specifications, the Design Committee shall consider the suitability of the improvement, the materials of which it is being constructed, the colors to be used and the site upon which it is being constructed or placed, the nature of the adjacent and neighboring improvements, the quality of the materials to be used in any proposed improvements and the effect of any proposed improvement. The objective of the Design Committee is to make certain that no improvement is so similar, or dissimilar to others In the neighborhood that, values, monetary or aesthetic, will be compromised or Impaired.

6.05 The Design Committee shall review the plans and specifications within 21 days from the submission date thereof, and determine if the proposed use or development conforms to the requirements of these covenants. The Design Committee may approve plans and specifications subject to any conditions or modifications, which the Design Committee determines to be necessary in order to ensure conformity with the requirements of these Covenants. The Design Committee shall retain one set of all Plans, specifications and subsequent alterations or modifications.

6.06 Development and Land Use Restrictions – All development and use shall conform to the following requirements:

6.06

(A) Provisions in addition to County land use regulations – Conformity with any and all applicable land use regulations of Teton County Idaho shall be required, in addition to the requirements of these Covenants. In case of conflict the more stringent requirements shall prevail and govern.

6.06 (B) Residential Use – All lots and tracts are hereby restricted in use for single family residential purposes only, and neither the premises, nor any improvements thereon, shall be used for Commercial, Industrial, Public, Illegal or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. Home offices, which do not create traffic shall be allowed, now signage of any form shall be permitted on the property other than one “For Sale” sign by a licensed Real Estate Brokerage or “For Sale By Owner.”

6.06(C) Authorized Structures – No building or structure shall be constructed, placed or maintained on any lot except one single family residence, garage facilities, one guest house or associated out buildings, not to exceed a total of 3 (three) structures on any one lot. The guesthouse shall not be used for rental purposes. Guesthouses shall be of the same construction and materials as the Main House and shall not be more than 60% of the livable square footage of the Main House not including decks, porches and garages.

6.06(D) Construction – Only new construction shall be permitted. A;; buildings shall be Western in Character and design. Pre – built, component, modular or manufactured homes shall only be allowed when such can not be differentiated from conventional on site frame construction and meet all other guidelines and design standards contained within these covenants. No A- frame or Yurt structures shall be allowed. Unless otherwise permitted by the Design Committee, no garage or other structures shall be constructed or erected from used materials. The roofs of all structures shall be constructed of Shake, Asphalt Shingles, non – horizontal (6:12). There shall be no roof mounted plastic or steel vents on any structure. All homes shall have an attached or detached garage. Low rambling structures are encouraged exterior siding and fascia shall be of natural materials, planed of rough sawn wood, rock or log. No composite materials

including but not limited to T – 111, Masonite, fiberboard, vinyl, plastic, metal or painted surfaces shall be allowed to be used as siding or fascia. The Design Committee shall have the final determination as to the overall aesthetic compliance of submitted construction, roofing and siding materials. All construction shall be completed within 1 (one) calendar year from the commencement date of construction, unless the Design Committee approves an extension for good cause, not to exceed 6 (six) months from the expiration of the original one year period. All construction and alterations shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code – Current and Applicable edition.

National and Idaho State Plumbing Code – Current and applicable edition.

National and Idaho State Electrical Code – Current and applicable edition.

6.06(E) Height Limitations, Setbacks, Floor Area Requirements – No building shall be greater than 27 feet (Twenty - Seven Feet) in height. Building height shall be measured from existing grade to the highest point of the roof structure, but shall not include chimneys or vents. All structures shall be set back at least 50 feet from any lot line. The principal residence shall have a minimum square footage. The Design Committee shall have the authority to amend the set back requirements with a unanimous vote, under no circumstances shall the Design Committee reduce the setback requirements beyond those set by Teton County Planning and Zoning.

6.06(F) Utilities – Underground electric and phone have been installed to each lot in the position indicated on the recorded plat. Underground connections within each lot shall be completed at the lot owners expense, and all utilities shall be installed underground from lot line to residence.

6.06(G) Temporary Structures Prohibited – No temporary structures, such as trailers, tents, shacks, or similar buildings shall be permitted on any lot except during construction as authorized by the Design Committee.

6.06(H) Maintenance – Each lot and all improvements thereon shall be maintained in a clean, safe and tidy manner and condition. Boats, trailers, vehicles, snow machines, campers when off the truck, snow removal equipment, recreational vehicles (RV'S), garden and maintenance equipment and vehicles other than automobiles and pick – ups, shall be kept at all times except when in use within an enclosed structure. Refuse, garbage and trash shall be kept within an enclosed structure or appropriately screened from view. Services areas, storage piles, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub, or tree clippings or plant waste, metals, bulk materials, or scraps or refuse or trash shall be kept, stored, or allowed to accumulate on any lot.

6.06(I) Noxious and Offensive Activities – No noxious or offensive activities shall be allowed on any lot, no light shall be emitted from any lot which is unreasonably bright or

causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises, music, barking dogs, or noxious or offensive odors shall be emitted beyond the lot lines of any lot. No firearms shall be discharged on any lot.

6.06(J) Water System – Each structure designed for occupancy or use by human beings shall be connected to a private water supply (well) at the owner's expense. Such water supply shall conform to the standards applicable for the area, including but not limited to, State of Idaho health Department and District Seven Health department, and the specifications, plans etc. must be submitted to the Design Committee for written approval prior to installation.

6.06(K) Waste Disposal – Each structure designed for occupancy by human beings or use thereby shall be connected to a private, individual waste disposal system (septic) at the owner's expense. Such waste disposal system shall conform to the relevant standards applicable for the area, including but not limited to the State of Idaho health Department and District Seven Health Department, and the specifications, plans etc. and must be submitted to the Design Committee for written approval prior to installation.

6.06(L) Mining and Excavation – No energy exploration or excavation for stone, sand, gravel, earth or other materials or minerals, shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. Fish pond.

6.06(M) Livestock, pets – No livestock or pets shall be kept or maintained on any lot except as provided herein. Any animals permitted to be kept on a lot shall be controlled at all times so they do not cause a nuisance to neighboring lot owners and so the presence or activity of any such pets or livestock does not harass or endanger wildlife. Cats or other house pets which are normally kept and maintained indoors shall be permitted with a maximum of two pets per lot. There may be no more than 3 horses per lot. Horses may be maintained if suitable fencing and shelter are provided. The Design Committee shall have the right to amend this provision should the horses and building not be maintained or become offensive and odorous to surrounding lot owners. Not more than 2 dogs may be kept on any lot. If any dog or dogs are harassing other pets, wildlife, or people, the Design Committee shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty of not more than \$50.00 plus all costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing other pets, wildlife, or people shall have the right of action against the Design Committee or any member thereof, for the impoundment or destruction of any such animal or animals. Alternatively, the Design Committee shall be authorized to seek the assistance of Teton County officials to control problem dogs pursuant to state law or county regulation. Dogs and domestic animals shall be controlled and restrained at all times and shall not be allowed to run at large.

6.06(N) Wildlife Protections – No activity shall be allowed on any lot which disturbs or harasses wildlife. No hunting shall be allowed on any lot. No discharging of firearms shall be allowed.

6.06(O) Snowmobiles – Snowmobiles may access rails for trails from subdivision lots that border rails for trails. Access will be provided to the trails for the lots that don't border the trails.

6.06(P) Fencing – Fences shall be treated as improvements and subject to prior written approval of the Design Committee. All fencing shall be western in Character using wood material. Smooth wire fencing may be used on the lower strands of any fence the top rail of the fence shall be pole, the upright posts shall be lodge pole or similar wood product, no metal upright posts shall be allowed...

- (1) Privacy Fence – a fence which is integrated with a building, located no farther than 30 ft. from the building. Primary fences may be of solid wood construction, and may be no taller than seven (7) feet.
- (2) Control Fences – a fence used for controlling access, such as along walkways, driveways, and gardens. Control fences shall be made of “buck and rail” or “pole and rail” construction, and may be no taller than four (4) feet.
- (3) Electric Control Fences – Electric control fences are allowed for the temporary restraining or corralling of horses. No permanent electric fences are allowed unless incorporated into the main fence.

6.06(Q) Satellite Dishes – Satellite dishes must be constructed of black painted metal mesh and screened from the view of adjoining lots by a privacy fence, trees, or shrubbery. Only pre – existing satellite dishes will be allowed, if cable TV service is installed within Summer Breeze.

6.06(R) Noxious Weeds – Each lot owner will be responsible for control of all noxious weeds on his or her lot, in particular the Musk Thistle, other thistles and any other weeds. If a lot owner neglects a weed problem after being notified by the Teton County Control Board or by members of the Homeowners Association, the Design Committee may eliminate the weeds, with all costs to be assumed by the lot owner.

6.06(S) Entrance – All lot owners are responsible for the maintenance and upkeep of the entrance from HWY 33 including but not limited to replacement of racks, arrangement of rocks and aesthetic layout of rocks. Each lot owner shall bear a proportional amount of the upkeep costs.

7. LIMITATION OF LIABILITY

Neither the Design Committee nor any member thereof shall be liable to any party for action or inaction with respect to any provision of these covenants, provided that such Design Committee or member thereof has acted in good faith.

8. VIOLATIONS, ENFORCEMENT, LIENS

Limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Design Committee or any owner of a lot within the property, or its successor in interest as owner of the real property. 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 guests, to terminate and restrain any violation of these covenants further agrees to pay all costs incurred by the Design Committee or other lot owner in enforcing these covenants, including reasonable attorney's fees. The Design Committee 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 Design Committee from the owner of such property within the time provided by these covenants, plus interest from the date of demand for payment at the rate of ten percent per annum. The Design Committee is authorized to record a notice of lien in the Office of County Clerk of Teton County, Idaho, which shall include a description of the property and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of the lien is filed in the County Clerk's office and shall be sent to the owner by certified or registered mail. Any such lien may be foreclosed in the addition to the principal amount of the lien plus interest, the Design Committee shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney fees.

(9) AMMENDMENT

These covenants can be amended by the written consent of all lot owners within the property Summer Breeze.

(10) DURATION OF THE COVENANTS

Duration of the covenants – All of the covenants, conditions, and restrictions set forth herein shall continue and remain in full force and effect at all times against the property herein and the owners and purchasers of any portion hereof, subject to the right of amendment as set forth in article (9) hereof. If required by law, these covenants shall be deemed to automatically renew themselves at twenty year intervals unless all of the lot owners agree otherwise in writing.

(11) 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 remaining paragraphs and the covenants, conditions, and restrictions therewith shall remain in full force and effect.

(12) ACCEPTANCE OF COVENANTS

Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions, and every lot owner or purchaser through him or her purchases or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this declaration.

(13) AGRICULTURAL RIGHTS

All potential lot owners are put on notice that there are existing agricultural operations within neighboring areas and they are protected by Idaho's Right - To - Farm Act. Noise, odors, and movements of farm machinery are recognized by lot owners as inherent activities accompanying farming and ranching operations.

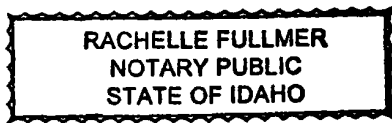
In witness thereof, declarant has executed this declaration effective the day and year first set forth above.

Dale R. Robson
Dale R. Robson

State of Idaho }
 ss.
County of Teton }

The foregoing instruments acknowledged before me by Dale R. Robson
this 10 day of MARCH, 2008.

Witness my hand and official seal.



Rachelle Fullmer
Notary Public

My Commission Expires:

11-12-2008
Residing: Teton