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## Declarations of Covenants, Conditions, and Restrictions for Teton Shadows Subdivision

This declaration is made this eleventh day of March, 2002.

When used hereinafter, the term Teton Shadows Subdivision, shall mean Teton Shadows Sub. or any successor in interest to Teton Shadows Sub. By merger or consolidation and any successor to all or any particular interest under this declaration under an instrument of assignment or conveyance specifically designating the assignee or grantee as such successor in interest to Teton Shadows Sub. under this declaration.

### 1. General Purposes

- 1.01 General Purposes: This declaration is executed to establish and maintain as part of a general plan any property now or hereafter subject hereto as part of a scenic and pastoral mountain residential area of the highest possible quality and value; to enhance and protect its value, desirability and attractiveness; and to provide seclusion and a pleasant environment to persons acquiring title of such property.

### 2. Property Subject to Declaration

- 2.01 Property Covered: Real property located in Teton County, Idaho designated as Teton Shadows Subdivision according to the plat thereof, recorder with this instrument, in the records of Teton County, Idaho. Teton Shadows Subdivision consists of 5 lots, referred to as lot 1, lot 2, lot 3, lot 4, and lot 5. For the purpose of this Agreement Teton Shadows Sub. will apply to all 5 lots.

### 3. Land Classification and Definitions

- 3.01 Lots: As used herein, a lot shall be any lot size or tract described in a recorded instrument or shown on a recorded plat that is not otherwise identified for the recorded plat or in the recorded instrument.
- 3.02 Property: As used herein, property shall mean any and all property which is now or any hereafter be subject to this declaration, including lots, and in other property under any other land classification, and including public or private streets and roads and any private or public easements or ways and including any and all improvements on any of the foregoing.

#### 4. General Restrictions

- 4.01 Vehicles and Equipment: Concern shall be given to the attractive and organized storage of vehicles and equipment, so as to not appear unattractive and the majority of Homeowners shall have the right to impose regulations related thereto, as well as have the right to cause owners to clean-up or better organize storage of personal property.
- 4.02 Use of Lots and Living Units: All lots and living units are restricted to residential and recreational housing. No lot or living unit shall be used, occupied or altered in violation of law, so as to detract from the appearance or value of any other lot or living unit so as to create a nuisance or interfere with the rights of any owner. No gainful occupation, family day-care, profession, trade, or other non residential use shall be conducted on any such lot or living unit, provided, however, that nothing in this declaration shall prevent the rental of property by the owner thereof for residential purposes. No signs for purposes of advertising shall be permitted.
- 4.03 Animals: No animals other than small household pets (dogs and cats) shall be kept or allowed on any lot. The amount of household pets shall not exceed 3 per lot. Whenever a permitted animal is allowed to leave a lot, it shall be either on a leash, or in a cage. No animals of any kind shall be raised, bred or kept for any commercial purpose.
- 4.04 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise there from so as to render any part of the property unsanitary or unsightly or which would be offensive or detrimental to any other part of the property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the property so as to be offensive or detrimental to any other part of the property or to the occupants thereof.
- 4.05 Unsightly articles: No unsightly articles shall be permitted to remain on a lot so as to be visible from any other lot. Refuse, garbage, and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. No metals, bulk materials or scrap, or refuse or trash shall be kept, stored to accumulate on any lot except within an enclosed structure or when appropriately screened from view.
- 4.06 Hazardous Activities: No activities shall be conducted on property and no improvements shall be constructed which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on the property and no open fires shall be lighted

on the property except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designated exterior fireplace. Such exterior fireplace or fire-pit is to be used for recreational use only. At no time may refuse or garbage be burned on the property.

- 4.07 Temporary or Other Structures: Structures of a temporary nature, trailers, basement houses, or shacks shall not be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the property at any time. Tents and teepees may be used solely for short term camping and may not be used as a permanent residence.
- 4.08 Mining & Drilling: No property shall be used for the purpose of mining, quarrying, drilling boring or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth, except that grantor may by appropriate permit, grant license or easement, allow the drilling of wells for the extraction of water.
- 4.09 Trees: No living trees shall be removed unnecessarily, except those in actual building sites.

## 5. Architectural Restrictions

- 5.01 All structures must be approved by a majority vote of the Homeowners.
- 5.02 Design Character:
- (a) All improvements shall be of new construction. Pre-built, component, modular construction shall be permitted only when it cannot be distinguished from conventional construction and only upon specific approval of the majority of the Homeowners, by which approval of pre-built or modular construction may be withheld completely.
  - (b) Exterior materials shall be of rough sawn or planed natural wood, peeled log, stone, stucco, or synthetic stucco approved by the majority of the Homeowners, as to color and texture, or other similar rough textured natural material. Pre-manufactured or uniform turned log components are not acceptable, unless they consist of logs with a minimum diameter of ten inches or larger and specifically approved by the design committee. Roof materials shall be cedar shake or shingle, cement or ceramic tile, heavy weight asphalt shingle, surfaces. Metal roofing surfaces shall be allowed, so long as they are on non-glare baked enamel type and the coloration, with high ridge configuration, shall require the approval of the majority of the Homeowners. The roof pitches involved shall provide for a minimum of sun reflection. Coloration allowed shall be earthen tones and shall be subject to majority of Homeowners approval. All structure surfaces shall be of new materials.

- (c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted, unless approved by the majority of the Homeowners, though semi-gloss or satin finishes are acceptable. All exposed metals, to include flashing, shall have a dull colored finish, or shall be flat color anodized or painted. It shall be the intent of these covenants that the wooded, secluded and quality nature of Teton Shadows be maintained and that bright and reflecting building surfaces be prohibited, providing for no visibility or sun reflecting surfaces either from within the boundaries of Teton Shadows or from neighboring property.
- (d) Exterior colors shall be subdued and in the earth tone range.

#### 5.03 Building Design:

- (e) Not more than one single-family residence shall be constructed on any residential site, unless otherwise stated below. A detached guest suite without cooking facilities or other accessory building may be permitted, subject to the approval of the majority of the Homeowners, if it is of similar design character and is located within 100 feet of the main residence. Guest suites shall only be constructed after construction of the primary residence, or simultaneous therewith. Driveway access to guest suites shall be the same driveway used to access the main residence, or an extension thereof, so long as a separate driveway from the subdivision interior access road is not installed. It is the intent that driveway accesses to the interior subdivision access road be minimized.
- (f) The minimum main floor area of any single-family residence shall not be less than 1,200 square feet inclusive of a garage, carport, or unenclosed porches or decks. Maximum footprint of residence shall not exceed 3000 square feet.
- (g) The maximum building height of any residential structure shall not exceed 30 feet, unless approved by the majority of Homeowners. All heights shall be measured at any cross section of the structure from finished grade to the highest point of the structure immediately above. For the purposes of this section, the elevation of finished grade shall not be more than two feet above existing grade. 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. Solar collectors can be less attractive and will be allowed only upon approval of the majority of the Homeowners.
- (h) Primary roofs shall have a minimum pitch of 5 feet in 12 feet. All primary roofs shall have a minimum overhang of eighteen inches. Solar collectors shall not be considered as roofs.

- (i) Exposed foundations of concrete or masonry construction shall not have exposed surface exceeding a height of eight (8) inches above finished grade, unless approved by the majority of the Homeowners.
- (j) Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. As stated above, solar collectors shall be permitted only upon specific approval of the majority of the Homeowners.

- 5.04 Fences: Fences or walls shall be of wood, stone, or stucco. No fence or wall of chain link, wire mesh, slump block, or concrete block shall be allowed. No fence shall exceed six feet in height. Fencing shall comply with Fish & Game wildlife standards. Perimeter lot or other fencing, except garden fences designed to restrain deer, elk, moose and other animals shall not be allowed on any lot. All fencing shall be subject to approval by the majority of the Homeowners. Privacy fences shall be allowed. A privacy fence is a fence that is architecturally integrated with a building and is located within 30 feet of building structures and same shall be subject to approval by a majority of the Homeowners. Garden fences shall be subject to same approval prior to construction.
- 5.05 Outdoor Lighting: Any outdoor lighting shall be so arranged as to reflect light away from adjacent lots and away from the vision of passing motorists.
- 5.06 Garage: No lot shall be improved with a dwelling without constructing a garage at the same time.

## 6. Exceptions or Amendments

Exceptions or amendments to any of the above may be granted by the unanimous approval of all property owners within Teton Shadows Subdivision, and the adjoining two parcels directly north of Teton Shadows Subdivision.

## 7. Miscellaneous

Each lot owner agrees to maintain their individual driveways. All lots that use Teton Shadows Drive to access their lot will be required to split the cost of maintenance equally. The fire pond maintenance cost will be equally divided by all lot owners. If there are

additional lot owners nearby that wish to use the pond as their source of fire protection, there must be an agreement for shared cost of maintenance. The developer agrees to provide, and the association will maintain, a street sign at the subdivision entry naming the street. Owner of Lot 5 will be responsible to keep the pond filled at all times.

**A. The Association.** The Association is the Teton Shadows Subdivision Homeowners' Association, which is the nonprofit association or corporation established for the purpose of administering and enforcing the provisions of these Covenants.

**B. Membership.** Every owner of a lot within Teton Shadows Sub. shall be a member of the Association. Membership in the Association shall be appurtenant to each Lot and shall not be subject to severance from the ownership of such Lot. Each ownership shall constitute one member.

**C. Voting.** 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. If there is more than one person or entity owning a Lot, the vote of such members shall be cast as determined by the owners of such lot. 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.

**D. Authority of Board.** The Board shall have full power and authority to manage the business 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.

**E. Meetings.** The members of the Association and the Board of Directors of the Association shall hold meetings at intervals set by the Board of Directors of the Association. Additional regular or special meetings of the members and/or the Board may be held if deemed necessary.

**F. Lot Splits.** There will be no further splitting of the lots allowed.

Date 12/24/02

JT Incorporated

By Travis Thompson Pres.  
Travis Thompson, President

State of Idaho                    }  
  }ss.  
County of Teton                 }

On this 24<sup>th</sup> day of December, 2002, before me, a Notary Public in and for said state, personally appeared Travis Thompson known to me to be the President of J.T. Inc. and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation name.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Carla C. Jones  
Notary Public for the State of Idaho  
Residing at: Driggs  
Commission Expires: 11/19/05