



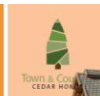
“Local Brokerage, National Results.”

Maps & Documents

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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



DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

Teton View Estates
Division No. 2

NOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declarations" is made and executed in Teton County, Idaho, this 1st day of May, 1974, by LAND SYNDICATION CORPORATION of Jackson, Wyoming, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in Teton County, Idaho, and more particularly described as follows:

Commencing at a point that is S. 89°57'31"E., 579.87 ft. along the Section line, and S. 0°7'W., 20.00 ft., from the North¹/₄ corner of Section 26, T. 4 N., R. 45 E., B.M., Teton County Idaho, and running thence S. 0°7'W., 2598.07 ft., thence S. 89°58'54"E., 260 ft., thence N. 0°7'E., 2597.97 ft., thence N. 89°57'31"W., 260 ft. to the point of beginning. Contains 15.51 acres.

WHEREAS, the Declarant intends to sell said property in small tracts or lots, for residential purposes only, and desires to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings, together with all improvements to be constructed or placed on said property, and

WHEREAS, it is the further desire of the Declarant as part of the general development plan for the benefit and protection of the owner of the respective lots within said subdivision to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, used, rented, occupied and approved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and the division thereof into lots and shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions of the terms that are used in this Declaration shall be defined as follows unless the context clearly indicated a different meaning:

- (a) Declarant shall mean the Land Syndication Corporation who have made and executed this Declaration.
- (b) Declaration shall mean this instrument by which the within covenants, conditions and restrictions have been imposed upon the above described real property.
- (c) Owner shall mean any person or entity with an ownership interest in any of the above described real property.
- (d) Board shall refer to the Architectural Control Board as established herein, and
- (e) Property shall mean all of the above described real property generally described as Teton View Estates, Division No. 2.

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 the within restrictions shall be submitted to the Board. The Board shall make its determination within thirty (30) days and its determination shall be final.

3. No more than one main dwelling house may be built, constructed, placed upon, or moved upon any one lot, none of the existing lots shall be subdivided to smaller lots.
4. All permanent buildings shall be set back a minimum of 35 feet from the front property line and a minimum 20 feet from all other property lines.
5. No shooting shall be permitted on the private property or on any of the roads within the subdivision.
6. Prior to the building, constructing or placing of any major improvements or structures on any lot, ten plans shall be submitted to the Board for its approval. In the event such plans are disapproved, said structure or improvements may not be constructed, built or placed upon said lot. The decision of the Board is final and binding upon all parties concerned. All buildings and structures are to conform to the natural surroundings and shall not be built of metal or plastic. Roofs shall be of natural colored wood, or if other material besides wood, it shall not be aluminum colored or white so as to reflect sunlight. Fences shall not obstruct the scenic view of adjacent property owners and shall be approved by the Architectural Control Board prior to being installed.
7. No cattle, sheep, pigs or other animals may be maintained on any of the described property with the exception of horses or ponies which may be maintained on the individual lots if suitable fencing and shelter is provided.
8. All dwelling houses and trailer houses shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of a septic tank, seepage pit or other approved drainage. All sewage treatment plants must have the approval of the Idaho State Sanitary Inspector.
9. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial or industrial activities.
10. No noxious or offensive activities shall be carried on upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the surrounding owners.
11. No signs of any kind shall be displayed to the public view on or from any lot, except that signs advertising all or a portion of said property to be for sale or rent may be temporarily maintained.
12. No portion of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and same shall be kept only in a sanitary container. 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.
13. The Board as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth herein, and shall have the power to assess against the owner for each lot specified herein, up to \$35.00 per year for the maintenance and site care and development. Assessments in excess of \$35.00 shall have written approval of two-thirds of all owners.
14. In the future, should a central water system be required to be installed, all lots of said subdivision shall be required to connect to the system.
15. Prior to the sale of any of the lots specified herein, the proposed purchaser must be approved by the Board.
16. There is established hereby an Architectural Control Board which will have the power specified herein and such powers necessary to enforce the covenants, conditions and restrictions established by this Declaration. The Board shall be composed of Alan Goldsmith, _____ and _____. A majority of the Board may designate a representative to act in its behalf. In the event of the incapacity, death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board or its designated representative shall be entitled to compensation or services performed pursuant to this Declaration. The original members of the Board were appointed by the Declaration and shall serve a term of four (4) years. Thereafter the owners shall elect the Board, consisting of seven (7) members. Each owner shall have seven (7) votes and the seven (7) individuals receiving the most votes

17. The Board's approval or disapproval required in this Declaration shall be in writing and determination shall be within thirty (30) days and its determination shall be final and binding upon the owner of each lot.

18. The provisions of this Declaration may be altered, modified or amended by an instrument in writing and acknowledged by record owners holding 66 per cent of the lots set forth above. Said alteration, modification or amendment shall be effective upon recordation in the Office of the Recorder of Teton County, Idaho.

19. The Declarant, Land Syndication Corp., hereby reserve and accept unto themselves, their successors and assigns, all minerals, oils and gas, in, upon or underlying the above specified real property, on any of the premises, and the exclusive rights to negotiate or procure minerals, oil, or gas leases with the potential right to enter upon all the premises, to prospect, explore, drill, operate, develop and dispose of all such minerals, oil and gas, all subject to the following further conditions: The owners of each individual lots shall be promptly compensated for all actual damages and injury to surface, improvements, grass and crops caused by the prospecting, drilling, operating and/or development work in regard to the above reservation of minerals, oil and gas.

20. The provision of this Declaration shall be liberally constructed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision.

21. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

22. This Declaration shall take effect upon recording.

23. IN WITNESS WHEREOF, LAND SYNDICATION CORPORATION, have hereunto caused their names to be affixed the day first above written.

/s/ Alan Goldsmith, President

Recorded the 10th day of July, 1974, as Instrument No. 74334, Teton County, Idaho.