



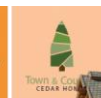
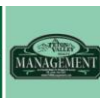
“Local Brokerage, National Results.”

Maps & Documents

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Amendment One of The Vistas Subdivision

Declaration of Covenants, Conditions and Restrictions

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by BMCS Development, LLC, a Colorado limited liability company, (hereinafter referred to as the "Declarant.")

WHEREAS, by the original Declaration of Covenants, Conditions and Restrictions dated June 20, 2008 and filed September 26, 2007 as Instrument Number 191920 in the records of Teton County, Idaho (hereinafter referred to as the "Original Declaration"), Declarant created certain rights and powers pertaining to the lots located in The Vistas Subdivision; and

WHEREAS, The Vistas Subdivision is a legal subdivision of certain property in the County of Teton, State of Idaho, located at 500 North approximately 100 West and described as follows:

SW1/4SW1/4 Section 35, Township 6 North, Range 45 East B.M.

WHEREAS, under Article VI Section 3 of the Original Declaration the Declaration of Covenants, Conditions and Restrictions for The Vistas Subdivision may be amended by an instrument signed by owners representing not less than eighty (80) percent of the Owners; and

WHEREAS, Declarant represents 93 (%) percent of the Owners; and

WHEREAS, the Declarant has signed and ratified this instrument agreeing to amend the Original Declaration by this Amendment One of the Original Declaration, and the same shall become effective when a copy of this amendment is recorded and signed by the principal office of the Declarant; and

WHEREAS, it is the intent of the Declarant that this Amendment One of the Original Declaration shall only replace and supersede the Original Declaration as indicated below, that the remainder of the Original Declaration shall otherwise remain in full force and effect and is hereby incorporated herein by reference.

NOW THEREFORE, the Original Declaration is amended as follows:

1. Section IV- Design Standards is modified as follows:

Section 3.c. Homes must be a minimum of 2,000 square feet not including the garage is amended to "Homes must be a minimum of 1700 square feet not including the garage." The ground floor must be no less than 1500 square feet is amended to "The ground floor must be no less than 1350 square feet.

2. Article V- General Restrictions is amended as follows:

Article V Section a. Amended to permit the maintenance of horses on the property according to the following amendment to the covenants, conditions and restrictions.

"Owners may have up to two horses per 2.5 acre lot unless otherwise approved by the homeowners association. Any lot owners who desires to maintain horses on their property, shall be required to construct at least a three sided shelter/barn large enough to accommodate the number of horses as well as hay and feed. Furthermore, a corral shall be constructed of natural wood materials to contain the horses within the property. All other restrictions under Article V Section a. remain unaltered and in full effect."

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto caused this instrument to be executed this 15th day of January 2015.

BMCS Development, LLC

By: 

Name: Beric Christiansen

Title: Member

ACKNOWLEDGMENT

STATE OF Colorado)

ss.

COUNTY OF Eagle)

I, Alyssa Rodelo, a Notary Public for the said County of Eagle and State of Colorado, do hereby certify that Beric Christiansen of BMCS Development, LLC, a member, personally appeared before me this day and acknowledged under oath to my satisfaction that as such member this person signed and delivered the said document on behalf of said BMCS Development, LLC, pursuant to authority given by the members of said limited liability company and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and official stamp or seal, this 15 day of January, 2014.



My Commission Expires 05/04/2016

Alyssa Rodelo

NOTARY PUBLIC FOR

Residing at Eagle CO

My Commission Expires 05/04/2016

NOTA LEGAL

Declaration of Covenants, Conditions and Restrictions

This DECLARATION, made on the date hereinafter set forth by BMCS Development, LLC, a Colorado Corporation, hereinafter referred to as the "DECLARANT".

WITNESSETH:

Whereas, Declarant is the owner of certain property in the county of Teton, State of Idaho, described as : 500 North, approximately 100 West

Property Legal Description: SW ¼ SW ¼ Section 35, Township 6 North, Range 45 East B.M.

Now therefore, Declarant hereby declares that all of the properties described above 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 or 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. "Association" shall mean The Vistas Homeowners Association, Inc., an Idaho nonprofit corporation, and its successors and assigns. The Association shall be automatically formed once 100 percent of the plots available for sale in The Vistas have been sold and recorded with Teton county. Each Owner within the subdivision shall be a member of the "Association."

Section 2. "Board" shall mean the Board of Directors of the Homeowners Association. It shall be responsible for the administration and enforcement of these covenants and conditions.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II- PROPERTY RIGHTS

Section 1. No business or profession of any nature shall be conducted on any lot and no building or structure intended for or adapted to business or professional purposes, provided, however, that these prohibitions shall not preclude cultural activities, such as painting, sculpturing, writing, music, art, and craft work, and similar cultural activities or business activities in the home not requiring employees or customers to travel to the property, even if such activities bring remuneration to the person or persons participating therein, provided such use does not create a nuisance to adjoining property owners.

Section 2. It is the responsibility of each property owner to comply with Teton County Regulations and Recommendations for the control of weeds on said property. All landscaping shall be native, non-evasive and drought tolerant species.

ARTICLE III- COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Shares of Common Expenses. Each Owner of a Lot shall be responsible for an equal proportionate share of all General Common Expenses. Such "General Common Expenses" include the following services that shall be obtained by the Association: road maintenance, as required per County Road standards; snow removal services; maintenance of the fire pond; weed spraying; utility maintenance. Contracting for General Common Expenses shall be initiated and secured by The Vistas Homeowner Association Board. The Homeowner Association Board shall be responsible for collection from each Owner and payment of the General Common Expenses.

Section 2. Obligation for Payment. Each lot owner is obligated to pay his or her annual share in a timely manner. Annual dues and assessments not paid within 30 days will be subjected to late fees. The Board may bring an action at law against the owner personally to pay same, or place a lien on the lot owner's property. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. Lot owners will pay any fees associated with this collection process.

Section 3. Streets. All streets within The Vistas Subdivision shall be deemed public-private roadways. The roads shall be open to the general public. The roads shall be maintained to County standards. Maintenance of the roads shall be the responsibility of the Homeowners' Association.

Section 4. Effect of Nonpayment of Assessments; Remedies. Upon default in payment for reasonable assessments for road and water system, the Association may, thirty (30) days after non payment, charge interest at the rate of one (1) percent per month to the Owner. The Association Board may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment.

Section 5. Homeowners Dues. Costs associated with the day to day operation of the subdivision will be paid by the Homeowners Association through an annual dues assessed on a per lot basis. Each lot will pay an equal share of the fees involved. The Homeowners Association Board shall have the authority to establish special assessments to meet emergency or unusual conditions. Special assessment will be allocated with the formulas set forth for the Homeowners dues and are payable 30 days from allocation.

Article IV- DESIGN STANDARDS

Section 1. Fencing & Screening. It is the responsibility of each individual owner to fence out livestock if he so desires. Fences shall be no taller than 6' on the sides and rear of the property, and no taller than 4' on the street side of the property. No fence shall obstruct the view of traffic. Screening shall be provided for any outside storage areas. All screening and fencing shall be treated as improvements subject to the approval of the Design Review Board.

Section 2. Temporary Structures. Trailers, mobile homes, and other structures not in compliance with these standards may be allowed on the Property while permanent housing is being constructed for a period not to exceed twelve (12) months at which time they will be required, by the Association, to be removed. All temporary structures must be approved by the Design Review Board prior to installation on the property. No boats, travel trailers, tents, campers, mobile homes, temporary structures or like improvements shall be used as a residence at any time. All temporary structures shall be removed promptly when construction of the principal residence is complete.

Section 3. Permanent Structures.

- a. Buildings shall be stick built on site. Some components, such as trusses and wall sections, may be assembled off site and installed on the Property. Modular, manufactured and mobile homes are not allowed as permanent structures. Buildings constructed of hay or concrete are not allowed. All structures shall be located within the building envelope designated for the lot. All improvements will be of new construction.
- b. Exterior siding materials shall be natural wood, stone, stucco or brick. Stucco shall not comprise more than twenty-five (25) percent of the exterior area of the structure. Stone or brick MUST comprise no less than fifteen (15) percent of the exterior area of the structure. Exterior finishes and colors shall be subdued "earth tones" in nature. All metal trim shall have a dull colored finish, or shall be a flat color anodized or painted. Color samples shall be submitted to the Design Review Board for approval when building plans are submitted. Noncompliance with approved colors and plans may result in a lien being placed on the property until the building meets the conditions of the approved plans.
- c. Structures shall be of a ranch or western design. Homes must be a minimum of 2,000 square feet not including the garage. The ground floor must be no less than 1,500 square feet. Each residence must have a minimum of a two car garage that is either attached or detached within the building envelope.
- d. Roofing materials shall be slate, asphalt shingles or wood or synthetic shakes.
- e. No owner shall install or maintain any exterior lighting which obtrudes on any of the other lots or creates a glare source as viewed from other properties. Exterior lighting shall be of a downward direction and be limited to 100 watts.
- f. A landscaping plan will be presented along with building plans for approval by the Design Review Board. All landscaping will be completed within nine months from the issuance of a certificate of occupancy for the permanent residence.
- g. Design Review Board: Shall mean a committee consisting of two or more people to consider and act upon the proposals will review and approve all home designs and ensure compliance with design standards. The initial Design Review Board shall

consist of two members of BMCS Development LLC. Upon the sale of one hundred percent of the lots the Homeowners association shall elect three owners to fulfill the duties of the Design Review Board.

ARTICLE V- GENERAL RESTRICTIONS

- a. Livestock/domestic animals. Domestic pets may be kept or maintained on any lot as provided herein. No livestock or farm animals such as horses, llamas, sheep or goats may be maintained on the lots. Domestic pets are allowed with a maximum of three dogs and or domestic cats unless otherwise allowed by the Homeowners Association in writing. All domestic animals will be for the pleasure of the owners and not for any commercial purpose. If any animal is identified as being a nuisance, the Homeowners Association shall have the authority to have such animal impounded at any available location, and/or assess a penalty against the owner of said animal. No owner of any animal impounded for chasing people or attacking people or other animals or impounded for being a nuisance shall have the right of action against the Homeowners Association or any member therein.
- b. Subdividing. No lot may be further subdivided. Conformity with all land use regulations of Teton County shall be required in addition to these covenants. In the case of conflict the more stringent requirement shall govern.
- c. Signs and lighting. No signs of any character shall be placed on or maintained on any lot except:
 - One sign advertising the premises for sale or rent not to Square feet.
 - One sign identifying the property address and owners name not to exceed three square feet
 - One sign by developer to advertise the project
 - No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot.
- d. No non-operable vehicles or trailers shall be kept on the property longer than one month from the time they become in-operable. The Board shall have the right to notice the Owner and have such vehicles removed 30 days after giving notice to the owner.
- e. Boats and boat trailers, motor homes, travel trailers, campers, snowmobiles and other such Items may not be kept on the property for more than 30 days unless garaged. The Homeowners Board may fine the owner \$25.00 per day for noncompliance with this regulation starting 14 days after issuing a written notice of noncompliance to the owner. Nonpayment of the fine will result in a lien being place on the property under authority delegated to the Board.

- f. Maintenance. The lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Refuse, garbage and trash shall be kept at all times within a covered container, and any such container shall be kept within an enclosed structure or screened from view. Service 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 the lot. Noxious weeds must be kept under control at all times. Failure of the lot owner to control weeds on the lot, properly contain garbage or reasonably mow lawns shall result in the Board correcting the situation and assessing the owner for the expense incurred.
- g. Utilities. Electric and telephone lines have been installed in The Vistas. Connections to the underground utility lines shall be completed at the owner's expense and shall be underground.
- h. Water and waste System. Each structure designed for occupancy by human beings shall be connected to a private waste disposal system and private water supply system at the owner's expense. Such a system shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department. District Seven Health District will release sanitary restrictions on a lot by lot basis upon application to the department. No owner shall construct any building, dwelling or shelter which necessitates the supplying of water or sewage facilities for persons using such premises until sanitary requirements are satisfied and an appropriate certificate has been recorded with the county recorders office. No outdoor toilets shall be permitted, except during construction for temporary use. Outdoor toilets must be of a storage type and be serviced on a as needed basis.
- i. Authorized Structures. No structures or buildings shall be constructed , placed or maintained on any lot except a single family residence, garage facilities, one guest house or structures that have been approved by the Design Review Committee in writing prior to any construction of the same. All structures shall be compatible in design and materials.
- j. Excavation and Mining. No excavation for stone, sand, gravel or earth shall be made on any lot, except for excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted on any lot.
- k. Fencing. Fencing shall be treated as improvements and subject to prior written approval of the Design Review Board. All fences will be of wood post and pole construction. Should the lot owner not adequately maintain the lot boundary fences and after proper and adequate notice, as to needed maintenance, the Design Review Board shall take necessary action in order to protect property values. This is not to require every lot owner to fence their lot. Fence construction must allow for the maintenance of irrigation pipelines and canals.
- l. Easements. Easements are, hereby, reserved for the purpose of installing and maintaining utility facilities, and for such other purposes incidental to the development of the property. These include irrigation pipes, the fire pond area and any other easements shown on the property.

- m. Fire Pond. The fire pond will have a valve controlled by the Board for the purpose of maintaining the water in said pond. The pond will also be a major landscaping feature and will exist for the enjoyment of the residents of the subdivision. The easement area that the pond is occupying and the easements for any landscaping features will be accessible for their maintenance and upkeep.
- n. Parking. No parking is allowed on the common roads within the Subdivision, except in instances of temporary gatherings.

ARTICLE VI- GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-laws, or the Rules and Regulations. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by owners representing not less than eighty (80) percent of the Owners and thereafter by an instrument signed by not less than sixty-six (66) percent of the Owners. Any amendment must be recorded.

Section 4. Annexation and Division of Land. After five (5) years from the date of this instrument, additional residential property may be annexed to the properties with the consent of two thirds (2/3) of the owners. No further division of lots is allowed.

Section 5. Right to Farm Act. This Declaration shall be in compliance with the Right to Farm Act – Idaho Code Title 22, Chapter 45, 22-45-01 through 22-45-04 is hereby made of this document.

Article VII- LOTS SUBJECT TO DECLARATIONS, BY-LAWS

RULES AND REGULATIONS

All present and future lot owners, tenants, mortgages and occupants of units where applicable, shall be subject to and shall comply with the provisions of this Declaration and the By-Laws as they may be amended from time to time, and to any Rule and Regulations which may be adopted by the Association. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of a lot shall constitute agreement that the provisions of this Declaration, By-laws and Rules and regulations which may be adopted by the Association and as they may be amended or supplemented from time to time, are accepted and ratified by such lot owner, tenant, occupant or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto caused this instrument to be executed this _____ day of _____, 2006.

For: BMCS Development, LLC

Ron Bondy

Beric Christiansen

John Meyerdierks

Dane Smith
