



“Local Brokerage, National Results.”

Maps & Documents

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Phone: 208.354.2439
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253 S. Main St. Box 604, Driggs ID 83422
57 S Main St. # 210 Victor, ID 83455



AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAIL CREEK SUBDIVISION DEVELOPMENT DIVISION II

TO INSTRUMENT # 112231

RECEIVED

SEP 19 2005

KNOW ALL MEN BY THESE PRESENTS:

TETON CO., ID
CLERK RECORDER

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declarations" is made and executed in Teton County, Idaho this 19th day of September, 2005 by the following owners of lots in the aforementioned subdivision, hereinafter called "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of a certain property located in Teton County, Idaho and more particularly described as follows:
Trail Creek Subdivision Number II as per the recorded plat thereof.

WHEREAS, the Declarants desire 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;

1. Board shall refer to the architectural control board as established herein and will have the power specified herein plus those powers necessary to enforce the covenants, conditions and restrictions established by this Declaration. The Board shall be composed of Hal H. Woolstenhulme and Rosalie M. Woolstenhulme. In the event of the death, incapacity or resignation of any member of the board, the remaining members shall have full authority to designate a successor.
2. Said property may be used only for residential purposes and for no other purposes. No more than one single dwelling house shall be built, constructed, or placed on any lot. All construction, including alterations and improvements shall comply with standard building codes in effect and with the Idaho State Building Health and Safety Codes where applicable to the subdivision. Splitting of lots is allowed conditional upon securing the approval of the simple majority of lot owners for each proposed lot split.
3. Prior to the building, constructing or placing of any major improvements or structures on a lot and/or the planning or placing of any major landscaping, written plans shall be submitted to the board for its approval. In the event such plans are disapproved, said structure or improvement may not be constructed, built or placed upon said lot. The decision of the board is final and binding upon all parties concerned.
4. All buildings shall be constructed with a wood or log exterior unless otherwise approved by the board.
5. All permanent buildings shall be set back a minimum of thirty-five (35) feet from property lines fronting on roads and a minimum of twenty (20) feet from all other property lines.
6. No trailers, temporary buildings, tents, shacks, or other outbuildings shall be permitted on any lot at any time without special permission from the board.
7. Construction must be prosecuted diligently to completion and must be completed within 365 days from the date of commencement. Buildings shall be completed to a finished exterior within said period of time. If progress is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. The board shall have the option of granting reasonable extensions of time for construction when requested in writing.

Instrument # 171046
DRIGGS, TETON, IDAHO
2005-09-19 12:36:29 No. of Pages: 3
Recorded for : BRIAN MORRIS
NOLAN G. BOYLE Fee: 9.00
Ex-Officio Recorder Deputy *NGB*
Index to: DECLARATION OF COVENANTS

SIGNATURE SHEET

WE, THE UNDERSIGNED OWNERS OF ALL LOTS WITHIN THE AFORENAMED SUBDIVISION HEREBY AGREE AND CONSENT TO THE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAIL CREEK SUBDIVISION DEVELOPMENT DIVISION II.

SAID AMENDMENT IS BY SIMPLE MAJORITY OF LOT OWNERS.

John Holly Foster LOT 6

Brian Amber Min LOT 5

Lance Robert [unclear] LOT 15

Bart Worthen LOT 12

Paul Clark LOT 13

[Signature] LOT 17

Megan Warren LOT 16

Andee J. Leary LOT 7

Mike Etzel LOT 3

Jeddy [unclear] LOT 4

Witness [Signature] ~~_____~~

SUBSCRIBED & SWORN TO BEFORE ME THIS 25th DAY OF Sept, 2009 Rachel E. Burnside NOTARY PUBLIC RESIDING AT [unclear] ID 83472 MY COMMISSION EXPIRES August 25, 2009

Rachel E. Burnside Notary Public State of Idaho

SIGNATURE SHEET

WE, THE UNDERSIGNED OWNERS OF ALL LOTS WITHIN THE AFORENAMED SUBDIVISION HEREBY AGREE AND CONSENT TO THE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TR. JL CREEK SUBDIVISION DEVELOPMENT DIVISION II.

SAID AMENDMENT IS BY SIMPLE MAJORITY OF LOT OWNERS.

John Holly Luter LOT 6

Ben & Amber Murr LOT 5

Lance & Rebecca [unclear] LOT

Barb & [unclear] LOT 12

Paul Clark LOT 15

[unclear] LOT

Murica & Joel Jensen LOT ?

LOT

LOT

LOT

LOT

171,046

Trail Creek Subdivision Covenants: Part 1& 2

To: Subdivision habitants and all others who might have interest in this subject.

Topic:

The resigning of Rosalie Woolstenhulme Park from the Board of Directors of the Trail Creek Subdivision Covenant board. This will be in effect by Aug 1, 2007

According to the Covenants, the director have the right to assign new directors in there place. Rosalie Woolstenhulme Park have chosen Bart Woolstenhulme and Lance Woolstenhulme to be her successor as Directors.

Bart Woolstenhulme reside^sat 888 south trail creek drive,
Box 191 Victor Id, 83455

Lance Woolstenhulme reside^sat 864 south trail creek drive,
Box 146 Victor Id, 83455

If there is any question or problems in the subdivision these problems will be directed to the New Board members of Trail Creek subdivision board.

Instrument # 189823

TETON COUNTY, IDAHO

2007-07-25

04:26:00 No. of Pages: 4

Recorded for : ROSALIE WOOLSTENHULME PARK

MARY LOU HANSEN

Fee 12.00

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS



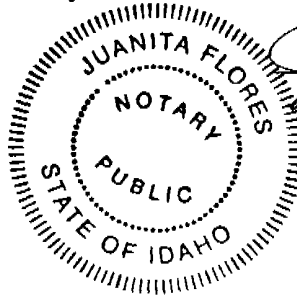
The undersigned have executed this instrument the day and year first above written.

Rosalie Woolstenhulme Park
Rosalie Woolstenhulme Park

State of Idaho
County Of Idaho

On this 25th Day of July 2007 Rosalie Woolstenhulme Park personally appeared before me and whose name are subscribed to this instrument.

In witness whereof, I have here unto set my hand and affixed my official seal .



Juanita Flores
Comm Exp 2/2010

RECEIVED

112231

FEB 18 1993

DECLARATION OF COVENANTS,

FILED
AT THE REQUEST OF

TETON Co. Id.
Clerk Recorder

CONDITIONS, AND RESTRICTIONS FOR
TRAIL CREEK SUBDIVISION DEVELOPMENT
PART II

Rosalie Woolstenhulme

AT 15 MINUTES PAST 2 P.M.

DATE *Feb. 18, 1993*

Asa J. Drake
CLERK OF RECORDER
Nora Righy
DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, conditions, and restrictions, hereinafter called "Declarations", is made and executed in Teton County, Idaho, this 18th day of February, 1993 by HAL H. WOOLSTENHULME AND ROSALIE M. WOOLSTENHULME, husband and wife, hereinafter called "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of a certain property located in Teton County, Idaho, and more particularly described as follows: Trail Creek Subdivision Number II, as per the recorded plat thereof.

WHEREAS, the Declarants intend to sell this property in small tracts or lots, for residential purposes only, and desire 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

1. Board shall refer to the architectural control board as established herein and will have the power specified herein plus those powers necessary to enforce the covenants, conditions, and restrictions established by this Declaration. The board shall be composed of ~~Hal H. Woolstenhulme and Rosalie M. Woolstenhulme~~. In the event of the death, incapacity, or resignation of any member of the board, the remaining members shall have full authority to designate a successor.

2. Said property may be used only for residential purposes and for no other purposes. No more than one single dwelling house shall be built, constructed, or placed on any lot. No lot within said property may be divided into smaller parcels or lots. All construction, including alterations and improvements shall comply with standard building codes in effect and with the Idaho State Building Health and Safety Codes where applicable to the subdivision.

3. Prior to the building, constructing, or placing of any major improvements or structures on a lot and/or the planning or placing of any major landscaping, written plans shall be submitted to the board for its approval. In the event such plans are disapproved; said structure or improvement may not be constructed, built, or placed upon said lot. The decision of the board is final and binding upon all parties concerned.

4. All buildings shall be constructed with a wood or log exterior unless otherwise approved, by the board.

5. All permanent buildings shall be set back a minimum of thirty-five (35) feet from property lines fronting on roads and a minimum of twenty (20) feet from all other property lines.

6. No trailers, temporary buildings, tents, shacks, or other outbuildings shall be permitted on any lot at any time without special permission from the Board.

7. Construction must be prosecuted diligently to completion, and must be completed within 365 days from the date of commencement. Buildings shall be completed to a finished exterior within said period of time. If progress is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. The board shall have the option of granting reasonable extensions of time for construction when requested in writing.

- 8. The prime concern of the board will be that design, exterior finish, and location harmonize with and compliment the natural environment to the fullest extent practicable. Request for variances shall be made in writing within thirty (30) days of the request. The board's decision shall be final and binding upon all parties concerned.
- 9. Any dogs causing a disturbance will be removed by the owners at the request of the board. They are not allowed to run loose or become an annoyance or nuisance to any of the surrounding owners.
- 10. No shooting shall be permitted on the private property or on any of the roads within the subdivision or on the private property and roads adjoining the subdivision.
- 11. No noxious or offensive activities shall be carried on upon such property nor shall anything be done therein which may be or become an annoyance or a nuisance to any of the surrounding owners. The term "noxious or offensive activities" includes the open storage of trailers, machinery, trucks, pickups, cars, and other forms of bulk storage not normally associated with the residential uses of property. The intention is not to prohibit such storage but that storage shall be confined to definite areas enclosed by a building which shall be approved by the board. A fence shall not be construed as a building enclosure for storage.
- 12. No portion of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage, discarded equipment, or refuse of any kind and each owner shall be responsible to maintain a clean and inviting appearance of all the property. Incinerators shall not be allowed, and each owner shall be responsible to provide suitable receptacles for the disposal of refuse which shall be screened from public view and protected from disturbance by animals and maintained in a sanitary and orderly condition and meet the requirements for such equipment imposed by the State of Idaho.
- 13. Driveways and sufficient parking areas shall be provided by the owner on each lot, to permit offstreet parking.
- 14. The board as specified herein, shall have the power to enforce any and all of the conditions, covenants, and restrictions set forth herein.
- 15. Any question or dispute as to whether a particular lot is being used within restrictions shall be submitted to the board. The board shall make this determination within thirty (30) days. The Board has the right to enforce all Covenants.
- 16. This Declaration shall take effect upon recording.
- 17. Water shall be furnished by the Trail Creek Sprinkler Irrigation Co. from it's bulk water pipe located in the subdivision. Individual owners shall bear all expenses incurred in the delivery of water to their respective lots and shall be required to furnish, construct and maintain such system of pipes necessary in transferring water to said lots. All such pipes shall be buried underground and connections to the above bulk water pipe shall be done in a workmanlike manner, in conformance with the laws of Idaho.

IN WITNESS WHEREOF

The undersigned have executed this instrument the day and year first above written.



STATE OF IDAHO
COUNTY OF TETON

Hal H. Woolstenhulme
Hal H. Woolstenhulme

Rosalie M. Woolstenhulme
Rosalie M. Woolstenhulme

On this 18th day of February, 1993 Hal H. Woolstenhulme and Rosalie M. Woolstenhulme personally appeared before me and whose names are subscribed to this instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal.

Lorris Reese
2/18/98

RECEIVED

112231

FEB 18 1993

TETON Co. Id.
Clerk Recorder

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
TRAIL CREEK SUBDIVISION DEVELOPMENT
PART II

FILED
AT THE REQUEST OF

Rosalie Woolstenhulme

AT 15 MINUTES PAST 2

DATE Feb. 18, 1993

Asa J. Drake

CLERK OF RECORDER

Nora Light
DEPUTY

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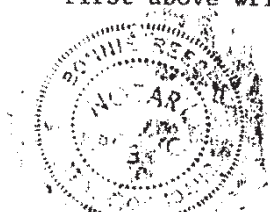
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COUNTY OF TETON

Hal H. Woolstenhulme
Hal H. Woolstenhulme

Rosalie M. Woolstenhulme
Rosalie M. Woolstenhulme

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Sonnie Reese
2/10/98