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RECEIVED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

JAN 12 1994

WILD ROSE SUBDIVISION

TETON Co. Id.
Clerk Recorder

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 1st day of DECEMBER, 1993, by Bart Muller, Declarant.

1. Purpose. Declarant is the owner of certain real property located in Teton County, Idaho, which property is more particularly described in Exhibit A attached hereto and made a part hereof, and which is hereinafter referred to as the property. The Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

2. Declaration. Declarant hereby declares that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereafter as the "covenants". The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest of every owner of any part of the property.

3. Definitions. The following terms and phrases used in these covenants shall be defined as follows:

A. Common Services - shall mean the roadway maintenance and snow removal services, cable T.V. services and the utility lines maintenance or repair services for the Common Road and Shared Access Road and the utility lines located in the rights of way of such roads.

B. Committee - shall mean the management Committee responsible for the administration and enforcement of these covenants and conditions.

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Filed
Indexed
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FILED
AT THE REQUEST OF
A.W. Engineering
25 MINUTES PAST 10 A.M.
DATE January 12, 1994
Alan J. Drake
CLERK OF COUNTY
BY Donnie Allen

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C. Development - shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

D. Lot - shall mean any portion of the property as shown on a recorded plat.

E. Owner - shall mean the recorded owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

F. Principal Residence - shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are necessary.

4. Association Membership - every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

5. 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.

6. Meetings - The Committee shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants. The owners through the purchase of their lots, agree to serve on the Committee. The Committee shall adopt such rules for the conduct of its business as are appropriate, including designation of officers and procedure for annual meetings of lot owners and Committee.

7. Committee - The Committee, until fifty percent of the lots are sold, shall consist of Bert Muller and Jean Muller. Upon sale of fifty percent of the lots the owners shall hold a special meeting to elect a group as their Committee. Vacancies in the Committee caused by death, resignation, or inability to act shall be filled by the remaining owners. All Committee members shall be owners of lots within the Wild Rose

Subdivision. The Committee shall consist of three (3) members. The term of a member shall be two years. The 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 serve on the Committee for no more than two (2) consecutive terms.

8. Authority and Duties - The 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.

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

A. The Committee shall review the plans and specifications within 14 days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these covenants. The Committee may approve plans and specifications subject to any conditions or modifications which the Committee determines to be necessary in order to ensure conformity with the requirements of these covenants. The Committee shall retain one set of plans and specifications.

10. Development and Land Use Restrictions - All development and use shall conform to the following requirements:

A. Provisions in addition to county land use regulations. Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

B. Residential use - All lots and tracts are hereby restricted in use for residential purpose only, and neither the premises, nor any improvements thereon, shall be used for any commercial, industrial, public, illegal or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. Home offices are allowed that do not create traffic.

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 on 2 1/2 acre lots and larger, associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures on any one lot.

D. Construction - Only new construction shall be permitted. All buildings shall be western in character, design and architecture. No used materials, or prefabricated or modular structures of any kind shall be permitted for the main residential building. No A-Frame or Yurt structures shall be allowed. Unless otherwise permitted by the Committee no garage, stable, corral or other outbuildings shall be prefabricated or constructed from used materials. The roofs of all structures shall be constructed of shake, asphalt shingles, non-reflecting metallic roof coverings or such materials as may be approved by the Committee. All construction shall be completed within one year from the commencement date of construction, unless the Committee approves an extension for good cause, not to exceed six months in length. All construction and alteration shall comply with provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition,

National Plumbing Code, current edition,

National Electrical Code, current edition,

and with such State of Idaho building, health, and safety codes as may be applicable to the subdivision.

E. Height Limitations, Setbacks, Floor Area Requirements. No building shall be greater than twenty-five 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 thirty feet from any lot line. The principal residence shall have a minimum floor area of 1200 square feet. No principal residence shall be permitted on the property costing less than \$50,000.

F. Utilities - Electrical and telephone lines have been installed underground along the highway and across the highway. Connections from the lots within the property to the underground utility lines shall be completed at the lot owners expense and shall be underground.

G. Temporary Structure Prohibited - No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any lot, except during construction as authorized by the Committee. No boat, travel trailer, recreational vehicle, motor home, camper or similar vehicle shall be allowed or stored on any Lot unless it is appropriately garaged. No travel-trailers, boats, tents, temporary structures or like improvements shall be used as a residence in the Subdivision at any time.

H. Maintenance - Each lot and all improvements thereon shall be maintained in clean, safe and sightly condition. Boats, motors, tractors, vehicles other than automobiles and pickups, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof shall be kept at all times except when in actual use within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately 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 any lot. Lots shall be mowed regularly. Noxious weeds must be kept under control at all times.

I. Noxious or offensive activities - No noxious or offensive activity shall be permitted 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 or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

J. Water System - Each structure designed for occupancy or use by human beings, shall be connected to a private water supply system at the owners expense. Such water system shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department.

K. Waste Disposal - Each structure designed for occupancy or used by human beings, shall be connected to a private, individual waste disposal system at the owners expense. Such waste disposal system shall conform to the standards applicable for the area, including without being limited to, the Idaho State Public Health department. No outdoor toilets shall be permitted, except during construction. It must be of a storage type and be serviced on a need basis.

L. Excavation and Mining - No excavation for stone, sand, gravel, or earth, shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind, shall be permitted on any lot.

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 that they do not cause a nuisance to neighboring lot owners and so that 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 on any lot, a maximum of two cats are allowed. Not more than two horses shall be permitted on any lot. When horses

are being ridden or used in recreational activities more than two may be on a lot. Horses shall be kept and maintained within the approved stable and corral facilities at all times. Other animals may be kept for 4-H purposes only. Corrals and stables must be cleaned and maintained at all times. Not more than two dogs may be kept on any lot. If any dog or dogs are harassing livestock, wildlife or people, the Committee shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than \$50.00 plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock, or people on a second occasion, the Committee shall also have the authority to have such animal or animals impounded and shall assess a penalty of not more than \$100.00 per animal, plus costs of impoundment. No owner of any animal or animals impounded for chasing or harassing livestock, wildlife or people shall have the right of action against the Committee or any member thereof, for the impoundment of any such animal or animals. Alternatively, the 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.

N. Wildlife Protection - No activity shall be allowed on any lot which disturbs or harasses wildlife. No hunting shall be allowed on any lot.

O. Snowmobiles and Motorcycles - Snowmobiles and motorcycles are to be used in the designated areas of the property. In no way shall these vehicles be used in such a manner as to infringe on the rights of others within the subdivision. It is the right of the Committee to review and adjust this rule as problems arise.

P. Fencing - Fences shall be treated as improvements and subject to the prior written approval of the Committee. All fences shall be of wood construction of buckrail or other rustic material.

Q. Easements - There are, hereby, reserved for the purpose of installing and maintaining utility facilities, for such other purposes incidental to the development of the property, the easements shown on the plat of the property.

R. Irrigation Lines - Irrigation lines have been installed and feed off a main line from the Trail Creek irrigation line. This main line will have a main turn off that will be controlled by the Committee. Owners will be responsible for controlling the flow of water to their own property. It is of utmost concern that all owners use the water wisely as the intent is to conserve the water at all times.

11. Duties of Committee - The Committee shall contract for snow removal and periodic maintenance services on the Common Road. The Committee shall prepare an annual budget estimate for membership approval 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 the 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 the Committee exceeds the actual common service costs, the Committee shall send billings to each lot owner in accordance with the proportionate shares set forth in this paragraph after the 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 Committee. Additional billings shall be paid by lot owners within thirty days of the billing date. The initial assessment for common services will commence from and after July 1, 1994.

A. Special Assessments - On the approval of two thirds of the lot owners the Committee shall have authority to establish special assessments to meet emergency or unusual conditions that have arisen with regard to the access facilities or utilities which service the property. Special assessments shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty days of the billing date. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent per annum. The Committee may bring an action at law against the owner personally obligated to pay the same, or otherwise escape liability for the

assessments provided for herein by abandonment of his lot. The lien of the assessments 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.

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

12. Violations; Enforcement; Liens; Costs - The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the 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. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Committee or other lot owner in enforcing these covenants, including reasonable attorney's fees. The 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 Committee from the owner of such property which is not paid 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 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 as filed in the County Clerk's office shall be sent to the owner by certified or registered mail. Any such lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho. In addition to the principal amount of the lien plus interest, the Committee shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

13. Amendment - These covenants may be amended by the written consent of 75% of lot owners within the property.

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14. 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 and the owners and purchasers or any portion thereof, subject to the right of amendment as set forth in Article 13 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.

15. 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 therein shall remain in full force and effect.

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

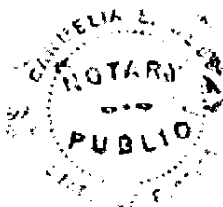
In witness whereof, Declarant has executed this declaration effective the day and year first set forth above.

17. Agricultural Rights. All potential lot owners are put on notice that there are existing agricultural operations within the 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.

Bert Muller
Bert Muller

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

The foregoing instrument was acknowledged before me by Bert Muller
on the 14th day of December 1997 And did produce
Florida Drivers License as identification.



Carmelia E. Webb
Carmelia E. Webb
Cert. # CC070070
Notary State of Florida

My commission expires: