



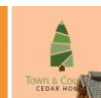
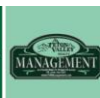
**“Local Brokerage, National Results.”**

## Maps & Documents

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



DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE, made and executed this 13<sup>th</sup> day of October, 1972, witnesseth:

WHEREAS, the said GRAND TETON ESTATES, INC., is the owner in fee of, and has caused to be platted into lots and blocks, and roadways, all of the land contained within the boundaries of the GRAND TETON ESTATES, INC., Division #1, County of Teton, State of Idaho, and the plat of said addition having been duly filed and recorded in the office of the Recorder of Teton County, Idaho, under Instrument #71398, on the 18th day of August, 1972.

WHEREAS, it is deemed necessary and desirable for the protection of the undersigned and of all future purchasers and owners of said lots that certain reasonable restrictions be placed upon the use of said lots in the GRAND TETON ESTATES, INC., Division #1, aforesaid, by the undersigned Corporation and by all future purchasers

AND WHEREAS, it is desired to insure the use of the above-described property for secluded recreational residential purposes, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the secluded recreational residential community, and to place restrictions against the title to said real estate so as to control and restrict its future usage in all respects, to avoid anything tending to detract from the attractiveness and value of property in said vicinity for secluded recreational residential purposes.

NOW, THEREFORE, in consideration of the premises and in further consideration of the purchase price to be paid by each and every future purchaser and owner of said lots, the undersigned owner, by Resolution of its Board of Directors, and acting through its President and Secretary, and its assigns, does hereby covenant and agree to and with each and all future purchasers and owners, of each and all of lots in the said GRAND TETON ESTATES, INC., Division #1, and their heirs, executors, administrators and assigns as follows:

- 1-a. No lot shall be used except for residential purposes.
- 1-b. There shall be erected upon each lot one only, single family dwelling and private garage. Any garage must conform in appearance and materials to the dwelling on said lot.
- 1-c. No living unit shall be erected on any lot having less than 400-square feet of floor area, exclusive of porches.
- 1-d. No tents, trailers, or other types of temporary dwelling units shall be permanently erected or installed on any lot or used as a permanent place of dwelling.
- 2-a. All construction shall be of material compatible to a rustic setting.
- 2-b. The following, and similar materials are prohibitive:  
No masonry, except for foundation or fireplaces shall be permitted.  
No tin nor metal roofs or siding.
- 2-c. Asphalt shingles are permitted, but should be of earth, or rustic tones, with no loud or garish colors.
- 2-d. All fences shall be of wood, rustic design and material; except a perimeter fence of barb wire, or other type construction, which may be constructed about the whole subdivision.
- 3-a. No building shall be located on any building site less than 30-feet from any lot boundary.
- 3-b. No lot shall be divided into two (2) or more lots.
- 3-c. All buildings shall conform to the then existing building regulations or code of Teton County, Idaho.
- 3-d. In recognition of the danger of fire, all electrical wiring shall conform to the National Electrical Code.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as necessary to permit proper use of facilities.
5. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, old car bodies, or other waste.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which



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- may be or may become an annoyance or nuisance to the area in general.
7. Growing trees shall be cut only for reasonable lot access and building clearance.
  - 8-a. Connection to existing utilities shall be mandatory upon erection of any dwelling.
  - 8-b. Any individual water or sewer disposal system shall comply to the State Health Department standards.
  9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept providing that they are not kept, bred, or maintained for any commercial purpose.
  10. No signs shall be displayed on any lot, except a "For Sale" sign, or sign identifying occupant, of not more than (8) square feet in area.
  11. No motor bikes, snowmobiles, or vehicles, or engines with a noise level above an ordinary passenger car shall operate other than daylight hours, except for single ingress or egress from a specific lot.
  12. No firearms or fireworks shall be discharged within, or towards any lot in this development.
  13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
  14. Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by Grantor or its successors in interest and/or by any lot owner.
  15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting

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to violate any covenant either to restrain violation  
or to recover damages.

16. Invalidation of any one of these covenants by judgment  
or court order shall in no wise affect any of the other  
provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Corporation, pursuant to a res-  
olution of its Board of Directors has caused its corporate name to  
be hereunto subscribed by its President and its corporate seal to  
be affixed its Secretary this 15<sup>th</sup> day of October, 1972.

GRAND TETON ESTATES, INC.

By: John F. Clarke  
President

Attest: Kenneth F. Clarke  
Secretary

STATE OF IDAHO           )  
  ): ss.  
County of Bingham      )

On this 15<sup>th</sup> day of October, 1972, before me, a Notary  
Public in and for said State, personally appeared JOHN F. CLARKE  
and KENNETH F. CLARKE, known to me to be the President and Sec-  
retary of the Corporation that executed this instrument or the  
persons who executed the instrument on behalf of said Corporation,  
and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal, the day and year in this certificate first above  
written.

Richard L. Hanson  
Notary Public for State of Idaho  
Residing at: Blanchard, Idaho

My Commission Expires: 3-1-76

STATE OF IDAHO )  
COUNTY OF TETON ) ss.  
Filed and Recorded at the Request of  
John F. Clarke  
at 15 :<sup>00</sup> :<sup>00</sup> AM on 10  
day of Oct 1972  
By: [Signature]  
Notary Public

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