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Index to: PROTECTIVE COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

TETON VIEW ESTATES DIVISION NO. 1,

BONNEVILLE COUNTY, IDAHO

KNOW ALL MEN BY THESE PRESENTS:

This declaration ("this Declaration") is made effective as of May 22, 2023 (the "Effective Date"), by the owner ("the Declarant") of the property described herein ("the Property"). The owner who constitutes the Declarant is Comore Development, Inc. an Idaho Corporation.

The property which is subject to this Declaration is described as follows:

All lots are located in Teton View Estates, Division No. 1, a subdivision of Bonneville County, Idaho, per the recorded plat thereof ("the Plat") filed in the Bonneville County, Idaho Recorder's office ("the Subdivision").

1. DEFINITIONS

1.1. "Declarant" means those individual(s) or entity(s) identified above.

1.2. "Excavation" shall mean and refer to any disturbance of the land (except to the extent reasonably necessary for planting) which results in the removal of earth, rock, or other substances from a depth of more than twelve (12) inches below the natural surface of such land.

1.3. "Improvements" shall include, but not be limited to, any buildings, out-buildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, patios, flag poles, pools, signs, tennis courts, gates or entryways to Lots and any other Structures of any type or kind.

1.4. "Institutional Mortgagee" means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, mortgage company, agency of the United States government, Declarant (if the holder of a purchase money security interest arising from the sale of a Lot) or other lender, holding a mortgage or interest under a deed of trust or other security documents of public record encumbering a Lot.

1.5. "Lot" means an individual Lot within the Subdivision designated as such.

1.6. "Owner" means the record owner, whether one or more persons or entities of the fee simple title to any Lot, excluding however, any Institutional Mortgagee unless and until such Institutional Mortgagee has acquired title to a Lot pursuant to foreclosure or any

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proceeding in lieu of foreclosure. With respect to any action taken by an Owner such action shall require the unanimous consent of all persons or entities comprising said Owner.

1.7. "Property" shall mean any property within the Subdivision including Lots, Streets, or commonly owned areas.

1.8. "Residence" shall mean a single-family residence structure on a Lot plus other Improvements and structures as necessary or customarily incident thereto.

1.9. "Street" shall mean and refer to those roads or streets designated within the Property.

1.10. "Structure" shall mean and refer to anything constructed or erected on a Lot the use of which requires location on the ground or attachment to something having a location on the ground.

1.11. "Tenant" means a person or entity who temporarily occupies or possesses real estate that belongs to an "Owner". Also defined as a Lessee or Renter.

2. RESTRICTION AS TO TYPE OF USE.

2.1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes. No Lot or Structure thereon shall be used as an "in-home" school, kindergarten, daycare center, or dance studio. No store, office, or other place of business of any kind shall be erected or permitted upon any Lot nor shall any business or commercial activity be conducted from any Structure located upon a Lot. No building shall be erected upon any of the Lots other than one single-family dwelling together with outbuildings described in paragraph 3.4 below. No structure is to exceed two stories without the approval of the Architectural Control Committee (defined hereafter) ("the Architectural Committee"). No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the surrounding Owners.

2.2. Architectural Control. No Improvements shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the Structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location on the Lot.

2.3. Animals. A maximum of two (2) dogs may be kept on a Lot. A maximum of three (3) cats may be kept upon a Lot. A maximum of three (3) birds may be kept on a Lot. All animals shall be confined to their Owner's Lot and shall not be permitted to run free.

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Animals may not be maintained on any Lot for commercial purposes. No farm animals may be kept on any lot except those specified here.

2.4. Division and Lot Size. No Lot may be subdivided nor otherwise divided, nor may any dwelling be placed thereon other than one single-family residence. Residences may be attached as allowed by the City of Idaho Falls R1 zoning. The intent of this Declaration and use of a Lot shall be used by the Owner of a Lot for a personal residence or rental.

2.5. Signs. No permanent sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than one square foot showing the Owner's name and conventional house number sign.

3. BUILDING REQUIREMENTS

3.1. Dwelling Size. For a single-story Residence (with or without a basement) exclusive of open porches, decks, patios, and garages, the ground floor shall be no less than One Thousand Two Hundred (1,200) square feet. For a two-story Residence, the combined square footage shall not be less than 1500 square feet.

3.2. Building Location. No Structure (except fences) shall be located on any Lot line nearer than:

Front setback 25 feet
Side Yard-6 feet
Rear Yard-25 feet
Twin Homes would have a shared wall on the common property line

For the purpose of this Declaration said distances are to be measured from the foundation of a Structure constructed to the lot line. Notwithstanding any of the foregoing, the Architectural Committee, described in Section 7, may require, or permit differing setback requirements as necessary to utilize the lot due to topography or other limiting circumstances of a specific Lot. The Architectural Control Board determination will be final in all cases.

3.3. Building Materials. Any Residence constructed upon a Lot shall have an exterior surface approved by the Architectural Committee. The front of the Residence shall be of solid surface material, such as, but not limited to the following: LP Smartside, Stone, Cultured Stone, Brick, or, Stucco. Soffits shall be a minimum of 12" unless otherwise approved. Roof shingles are to be a minimum of a 30-year Architectural shingle or Architectural Committee-approved alternative.

3.4. Outbuildings. A tool shed or shop may be constructed upon a Lot, in conformance with any setback requirements set forth herein, and applicable zoning ordinances, so long as the exterior thereof is compatible with and substantially the same as the exterior finish of the Residence located on that Lot and subject to approval of the Architectural Committee. No storage of equipment, trailers, machinery, trucks, campers, cars, etc. is permitted on any Lot, unless in approved storage buildings.

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3.5. Temporary Structures. No structures of a temporary character, or any trailer, basement house, tent, shack, a recreational vehicle such as a motor home or camp trailer, or other outbuilding shall be used as a Residence on any Lot at any time without the written consent of the Architectural Committee.

3.6. Construction. All construction must be completed within 365 days of commencement. Further, all building materials must be adequately stored on the owner's Lot.

3.7. Landscaping. All landscaping on each Lot shall be completed within twelve (12) months of construction completion on the residence. Landscaping shall be continually maintained. Dust on the lot must be controlled by the lot owners and not allowed to be a nuisance to the neighborhood.

4. FENCES.

Any fencing shall be done at the discretion of the property owner and shall be constructed of white vinyl or white powder-coated materials. Chain-link, wire net, wood, and barbed wire type fences are prohibited. Owners shall be responsible for the maintenance of said fences. Verifying property lines is the sole responsibility of the Owner.

5. APPEARANCE, MAINTENANCE, AND TIMING OF IMPROVEMENTS.

5.1. Weed Control. Every Owner must control noxious weeds on such Owner's Lot. In the event said weeds are sprayed or cut and removed by the Association with respect to the entire Property, all costs thereof shall be paid on a pro-rata basis by Owners according to acreage within each Lot.

5.2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners.

5.3. Utility Easements. Easements for installation and maintenance of utilities, irrigation, and drainage facilities are reserved by the Declarant as shown on the recorded plat of the Property or as otherwise described herein.

6. MUTUALITY OF BENEFIT AND OBLIGATION

The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of every Lot in the Subdivision. The terms hereof are intended to create mutual, equitable, servitude upon each of said Lots in favor of each and all of the other Lots therein and to create reciprocal rights among the respective Owners of all of the said Lots, their heirs, successors, and assigns, and shall, to the owner of each Lot, his or her heirs, successors, and assigns, operate as covenants running with the land for the benefit of each and all other Lots in the Subdivision and their respective Owners.

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7. ARCHITECTURAL CONTROL COMMITTEE.

7.1. Establishment of Committee. All plans and specifications for any Structure or Improvement whatsoever to be erected on or moved upon or to any portion of a Lot, and the proposed location thereof, the construction material, the roof and exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Control Committee (herein the "Architectural Committee") as the same is from time to time composed.

7.2. Members. The Architectural Committee shall be composed of five (5) members to be appointed by the Declarant. The initial appointments are Randy Skidmore, Brett Skidmore, Rick Skidmore, Braxton Skidmore, and Russell Skidmore. The Architectural Committee may designate a representative to act for the Architectural Committee. Architectural Committee members shall be subject to removal by the Declarant and any vacancies from time to time existing shall be filled by appointment of the Declarant, its successors, or assigns. Provided, however, that at any time hereafter the Declarant may, at its sole option, relinquish to the Association (defined hereafter). The power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing, which written instrument shall be recorded. At such time as Declarant has sold every Lot in the Subdivision, the resignation of the then members of the Architectural Committee automatically shall occur without further action of the Declarant. Upon termination of appointment of all members of the Architectural Committee appointed by Declarant all files of the Architectural Committee shall be delivered to the Association. Thereafter the Architectural Committee shall be appointed by the directors of the Association. Said directors may increase or decrease the number of members of the Architectural Committee. If no official appointments to the Architectural Committee are made then the Board (defined in Paragraph 8.3) shall fulfill that function.

7.3. Approval. There shall be submitted to the Architectural Committee, a building application on forms approved by the Architectural Committee together with two (2) sets of plans and specifications or a digital pdf file for any proposed Improvements of any kind that shall be erected, expanded, or placed upon any Lot unless and until the final plans, elevations, and specifications, therefore, have received written approval as herein provided. Such plans shall be drawn to scale and shall include plot plans showing the location of the Improvement or Structure proposed to be constructed, expanded, or placed together with floor plans, schemes for roofs, and exteriors thereof. A reasonable fee may be required to defray Architectural Committee expenses.

7.4. Approval Time. The Architectural Committee shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt of all required items thereof. One (1) set of said plans, specifications, and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the

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second (2nd) set of plans shall be retained by the Architectural Committee for its permanent files. The Architectural Committee shall advise the applicant of the reason for the disapproval and suggest changes. If approval or disapproval is not granted within thirty (30) days (Except for conditions beyond the control of the Architectural Committee) then such inaction shall be deemed approval of the plans submitted. Plans submitted will be a minimum size of 11"x 17", or if submitted digitally, they will be in PDF format.

7.5. Authority and Discretion. The Architectural Committee shall have the right to disapprove, in the sole and absolute discretion of the Architectural Committee, any plans, specifications, or details submitted to it in the event the same are not in accordance with all of the provisions of this Declaration if the design or color scheme of the proposed building or other Structure is not in harmony with the general surroundings of the Property or with the adjacent buildings or Structures; if the plans and specifications submitted are incomplete; or in the event the Architectural Committee deems the plans, specifications, or details or any part thereof, to be contrary to the interests, welfare, aesthetics or rights of all or any part thereof, to be contrary to the interests, welfare, aesthetics or rights of all or any part of the Property subject hereto, or the Owners thereof. The Architectural Committee may grant a variance to the Covenants at its discretion with a valid reason. The decisions of the Architectural Committee shall be final.

7.6. No Liability. Neither the Architectural Committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor any structural or other defects in any work done according to such plans and specifications.

7.7. Regulations. The Architectural Committee shall have the authority to set up regulations as to the height and size requirement for all types of buildings and Structures, including fences and walls.

7.8. Enforcement. The Architectural Committee and the Association each are authorized, but not required, to enforce the covenants contained in this Declaration. In addition, any individual Owner is authorized to enforce the terms hereof at any time. Provided, however, that no enforcement action by an Owner shall infringe upon the discretion granted to the members of the Architectural Committee as previously set forth in this Section 7. The failure to enforce any provision hereof shall not constitute a waiver of the right to later enforce said provision or to enforce any other provision hereof at any time.

8. HOMEOWNERS' ASSOCIATION.

8.1. Membership. Every Owner shall be a member (a "Member") of the Teton View Estates Homeowners Association, Inc. (the "Association") which shall be incorporated as an Idaho non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot and ownership of a Lot shall be the sole qualification for membership in the Association. The purpose of the Association shall be

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to govern the use of and provide for the maintenance and care of the Common Area, ensure compliance with the Covenants and Restrictions, and provide harmony in the community.

8.2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be in two classes.

8.2.1. Class A: Shall be one (1) vote per Lot ownership as described in 8.3.

8.2.2. Class B: Shall be Lots owned by the Declarant. Class B shall have three (3) votes per Lot.

Provided further, that until such time as the Declarant has sold all Lots in the Subdivision, the Declarant shall have the sole right to appoint the Directors of the Association (as defined below). Declarant may relinquish this right by a duly signed and recorded document.

8.3. Management. The administration of the Association shall be a board of directors ("the Board" or "the Directors"). The authority and election of the Board shall be as set forth in the bylaws. ("the Bylaws") of the Association and the rights and obligations of Members of the Association shall be as set forth in the Bylaws.

8.4. Assessments and Lien Rights.

8.4.1. The yearly assessment of each Owner for their share of expenses of the Association shall be as set forth herein and in the Bylaws. Such assessments shall include, but shall not be limited to repairs, maintenance, the repairs and maintenance of any entryways, and Association property. All assessments not paid when due shall accrue interest at the rate of eighteen percent (18%) per annum from the date due. In addition, the Directors also may impose a late fee upon each delinquent assessment until paid equal to the greater of twenty dollars ($20.00) or five percent (5%) of any assessment not paid within fifteen (15) days of the date the assessment is due. All payments upon the account of a Member shall be applied first to interest, next to late charges, and the balance of the total of unpaid assessments due, applied oldest unpaid assessment first.

8.4.2. The assessments due with respect to a specific Lot shall constitute a lien upon such Lot. The Association may record a notice of unpaid assessments. If any assessment is not paid within thirty (30) days after the due date the Association may, at any time thereafter:

8.4.2.1. Bring an action to foreclose the lien provided herein against the Lot as if the same were a mortgage under Idaho law

8.4.2.2. Pursue a right or remedy available under Idaho law, including, but not limited to, any lien rights provided to homeowners' associations or property owners' associations in general In the event any action is necessary to seek collection of unpaid assessments or foreclosure any lien the Association shall be entitled to recover its costs, expenses and reasonable attorney fees incurred

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in pursuing such action, including, but not limited to, such costs and fees upon appeal and whether or not suit is actually filed.

8.4.2.3. The lien for assessments shall be subordinate to the lien of any Institutional Mortgagee or beneficial interest holder who holds a mortgage lien or lien pursuant to a deed of trust or mortgage upon any Lot. The subordination shall apply only to assessments that have become due and payable prior to a final sale or transfer of the encumbered Lot pursuant to a decree of foreclosure, a trustee's sale held pursuant to a transfer shall relieve an Owner from liability for any assessment previously due. The Association will provide to any purchaser, potential mortgagee, or potential beneficiary of a deed of trust written confirmation of the status of payment of assessments pertaining to a particular Lot.

8.4.2.3.1. The amount of any assessment, charge, or penalty payable by an Owner shall be a joint and several personal obligation to the Association from the persons who constitute an Owner and their successors and assigns. No Owner may exempt himself from liability to assessment or penalties by waiver of the use and enjoyment of the property or facilities owned or administered by the Association nor by abandonment of his property.

8.4.2.3.2. Notwithstanding anything else herein to the contrary Lots owned by the Declarant (and the Declarant individually), shall not be subject to any assessment until such time as an individual Lot has been sold by the Declarant.

8.4.2.3.3. An initial fee payable to the Association may be required by the Declarant at the time of the initial sale of a Lot by the Declarant.

8.5 Right to collect from Tenant. If any Owner shall, at any time, lease his Lot and Residence thereon and shall be in default for a period of thirty (30) days or more in the payment of assessments or other charges due to the Association, the Directors may, at their option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Association shall be applied to the extent of unpaid assessments due from such Owner and the balance shall be forwarded to the Owner. The Association shall be entitled to a copy of any lease agreement under which a Lot is leased to a tenant.

9. GENERAL PROVISIONS

9.1 Applicable Law. In addition to these restrictions and covenants, the Owners must abide by the laws, ordinances, and regulations of the State of Idaho and Bonneville County.

9.2 Notices. Any notice required or permitted to be delivered to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person who appears as the Owner of a Lot on public records or when personally delivered.

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9.3 Severability. Invalidation of any of these covenants and restrictions by any court shall in no way affect any other provision which shall remain in full force and effect.

9.4 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender term shall include all genders.

9.5 Effective Date. This Declaration shall become effective upon recordation in the public records of Bonneville County, Idaho.

9.6 Enforcement. Enforcement shall be by proceeding at law and equity against any person violating or attempting to violate any covenants, by such person or persons, claiming such violation, either to restrain violation or to recover damages. Neither the Architectural Committee nor the Association has any responsibility for such enforcement but may elect to pursue enforcement if the Architectural Committee or the Association determines to do so. The covenants set forth herein shall run with the land. The prevailing party in any enforcement action shall be entitled to recover such party's costs and reasonable attorney fees, including such costs and fees on appeal.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed to be effective as of the Effective Date.

OWNER:

Comore Development, Inc.

By: Randy A Skidmore, President

State of Idaho
County of Bonneville

On this 30 day of May, 2024, before me, the undersigned, a notary public for the State of Idaho, personally appeared Randy A Skidmore, known or identified to me to be the President of the corporation that executed the instrument or the person 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.

Signature of Notary Public
Commission Expiration Date: 1/8/26

NADENE MICHAELSON
NOTARY PUBLIC
Exp. 01/08/2026
Comm. No. 20200068
STATE OF IDAHO