

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR TORRE SUBDIVISION

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This Declaration of Covenants, Conditions, and Restrictions is for the purpose of regulating and restricting the use and development of the following described Property in Teton County Idaho: 5 acres on Cemetery Road, Township 5 North, Range 45 East, Section 36, in Teton County, Idaho, according to the PLAT OF SAID SUBDIVISION to be executed and filed of record in the Office of the Clerk of Teton County. The undersigned, herein referred to as “Declarant”, present Owner and Developer of the Property, Cerro Maestri LLC, desires to adopt the following restrictions and covenants of said Subdivision.

## **1. Purpose**

These covenants, conditions, and restrictions contained herein (referred to as “Covenants”) are made for the purpose of providing for the reasonable and residential use of the Property. The Declarant is adopting the Covenants to preserve and maintain the residential character and to provide for the maintenance of the Property for the benefit of all Owners of the Property or any part thereof.

## **2. Declaration**

Declarant hereby declares that the Property 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 referred to herein as the “Covenants”. The Covenants shall run with the Property and any portion thereof and shall be binding upon all parties having or acquiring any legal or equitable interest in the Property, or any part thereof, and shall inure to the benefit of every Owner of any part of the Property.

## **3. Duration of Covenants**

The Covenants shall continue and remain in full force and effect at all times against the Property. If required by law, these Covenants shall be deemed to remain in full force and effect for a period of twenty (20) years and shall be automatically renewed for additional successive ten (10) year periods, unless all the Lot Owners otherwise agree in writing.

## **4. Severability**

Any decisions 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 remainder of these Covenants shall remain in full force and effect.

## **5. Acceptance of Covenants**

The undersigned Declarant, and every subsequent Owner or purchaser of a Lot within the Property shall be bound by and subject to all of the provisions of these Covenants, and every Lot Owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to all of the provisions of these Covenants.

## **6. Restrictions**

Certain restrictions as follows are made per the requirements of the Teton County Land Development Code Title 9-4-1-I: CC&Rs.

- a. Right to Farm. The Property is subject to provisions of Idaho Code 22-4501 et seq., the Idaho right to Farm Act.
- b. Lighting. All development on the Property is subject to the outdoor lighting ordinances of Teton County and the City of Driggs. Regulations include, but are not limited to:
  - All light fixtures must be *'fully shielded'* or *'full cutoff'* so that no light is projected above the horizontal plane of the fixture.
  - All light fixtures shall limit horizontal light levels such that no direct light falls onto the adjacent property.
  - Outdoor lighting will meet Driggs Exterior Lighting Standards, and will remain off when not in use for the benefit of people and wildlife.
- c. Maintenance of open space, landscaping, and weed control. The undeveloped areas on the Property constitute open space and shall be maintained for the benefit of both Owners and wildlife. Maintenance includes control of noxious weeds, as listed by the State of Idaho.
  - No unnecessary removal or destruction of sage shrub and cottonwood forested vegetation shall take place beyond that associated with development within building envelope/s shown on the Subdivision Plat.
- d. Utility Location. All utilities and fuel storage tanks shall be installed underground.

- e. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, refuse, or other waste material shall not be kept except in sanitary containers and transported off-site at reasonable intervals.
- f. Fencing. Fencing must be of a wildlife-friendly design in accordance with Teton County Land Development Code Title 9-3-2(C-2-c-WH-vi-b) in order to minimize impacts on wildlife and positioned to create no wildlife movement barriers across the Property.
- g. Pets. Household pets, primarily dogs and cats, must be contained in an enclosed area contiguous with structures, and trained to avoid and/or restrained from chasing, harassing, and disturbing wildlife.
- h. Easements. Easements, as shown on the Plat of Record for the Subdivision, are created and reserved for road access, utilities, and drainage. Within these Easements no structure, fence, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utility facilities, or change the direction of water flow through the drainage channels within the Easements.
- i. Shared Infrastructure. All shared infrastructure on the Property, which may include, but is not limited to roadways, power & communications, sewer, and water facilities is to be maintained for the benefit of all Owners served by the particular infrastructure by whichever party is applicable: public authority, utility company, or collective Owners served of the Subdivision. Maintenance costs associated with infrastructure not under the ownership and authority of any public authorities or utility companies are to be shared equally among the Owners served.
  - Shared Road Maintenance: The road accessing the Torre Subdivision is shared with the Mummford Solllys Subdivision, as outlined in the Mutual Cross Access Agreement, recorded with Teton County, Instrument # 283707.
  - The owners of all lots within Torre Subdivision shall share all snow removal and road maintenance of the main arterial road equally. The funding for road maintenance shall be provided through the HOA dues pursuant to applicable County & State regulations.
  - The Torre Subdivision HOA shall coordinate with the Mummford Solllys Subdivision HOA to hire and retain snow removal contractor/s and arrange

payment accordingly. The funding for road maintenance shall be split equally between Torre & Mummford Sollis.

- j. City of Driggs Annexation. Owners consent to the Subdivision being annexed into the City of Driggs, at any time, without protest, whether by request of the City or application by the Developer (Declarant).

**IN WITNESS WHEREOF,**

Declarant has executed this Declaration of Covenants, Conditions and Restrictions effective this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_.

Name of Property Owner:        Nicholas Mestre  
   Sole Owner, Cerro Maestri LLC

Signature of Property Owner:

STATE OF IDAHO

TETON COUNTY

On this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicholas Mestre, known to me to be the person whose name is subscribed above, acknowledged that he executed the foregoing instrument as Sole Owner of Cerro Maestri LLC.

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

Residing at: \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.