

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR THE AMENDED PLAT OF LOT 20 ASPEN MEADOWS

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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: Lot 20 Aspen Meadows Subdivision, +/- 2.5 acres on Ski Hill Road, Township 5 North, Range 45 East, Section 25, in Teton County, Idaho, according to the AMENDED PLAT OF SAID LOT to be executed and filed of record in the Office of the Clerk of Teton County. The undersigned, herein referred to as "Declarant", present Owners and Developers of the Property, Robert, Nina, and Jason Grimm, desire 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 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 2013 Teton County Land Development Code Title 9-4-1-I: CC&Rs.

- a. HOA. A Homeowners Association (HOA) shall be formed, with representation by all lot owners in the Subdivision, to administer and enforce the provisions herein, in accordance with all applicable State of Idaho and Teton County laws & regulations.
- b. Right to Farm. The Property is subject to the provisions of Idaho Code 22-4501 et seq., the Idaho right to Farm Act.
- c. Setbacks. Setbacks and height restrictions for the subject property are determined by Teton County zoning regulations current at the time of building permit application. The building area on Lot 20B is restricted along the front / southeast portion of the lot, as shown on the Amended Plat. Setbacks are not applied off the shared driveway easement.
- d. Building style. Architectural style and building design are per the discretion of individual lot owners.
- e. Landscaping. 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.
- f. Garbage and screening. Garbage areas must be screened from view by landscaping, walls, fencing, or otherwise. 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.
- g. Division of lots. No further division of lots is permitted.
- h. 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.
- i. Utility Location. All utilities and fuel storage tanks shall be installed underground.
- j. Easements. Easements, as shown on the Amended Plat, are created and reserved for driveway 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. Drainage facilities required for development on individual lot/s may be located, or partially located, in these easement areas.
- k. Shared Infrastructure. All shared infrastructure on the Property, which may include but is not limited to private shared driveways, power & communications, sewer, and water facilities are 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 authority or utility company are to be shared equally among the Owners served.
- Shared Private Driveway Maintenance: The shared driveway accessing the property, within the Easement shown on the Amended Plat, is shared between Lot 20A & Lot 20B.
  - The owners of all lots within the Subdivision shall share all snow removal and shared driveway maintenance. The funding for these activities shall be provided through HOA dues & HOA bank account, pursuant to applicable County & State regulations; funding shall be split equally between Lot 20A & Lot 20B.
  - The HOA shall hire and retain snow removal contractor/s and arrange payment accordingly.
  - If a well is shared between properties, all applicable rules, regulations, permitting, and water rights governed by Idaho Department of Water Resources (IDWR) must be followed, and a Shared Well Agreement must be created and recorded in the Office of the Clerk of Teton County to legally bind the applicable parties to ensure functional and equitable water access in perpetuity.

- l. Sanitary Rules/regulations. All private septic systems must be permitted, constructed, and maintained in accordance with applicable State of Idaho laws & regulations, as administered by Eastern Idaho Public Health (EIPH).
- m. HOA no Alteration: The following items described herein cannot be altered by the HOA:
  - Weed maintenance and control
  - Teton County dark skies requirements for outdoor lighting
  - No further lot split statement
  - County setbacks and heights
  - Right to Farm Act
  - EIPH has authority over the HOA regarding septic system regulation
- n. Wildlife Habitat. Development within Lot 20 Aspen Meadows is subject to *Appendix 3 – General Land Use Recommendations* as included in the *Natural Resource Analysis for the Proposed Grimm Lot Split*, prepared by Biota Research & Consulting Inc., dated 12/16/2025. These recommendations are considered Restrictions herein and are aimed at “protecting, preserving, and improving the wildlife and habitat values associated with the property”. Appendix 3 is included below. Refer to this NRA report referenced above for further information.

## APPENDIX 3 – GENERAL LAND USE RECOMMENDATIONS

### Proposed Grimm Lot Split, Teton County, Idaho

The following recommendations, if implemented, would aid in protecting, preserving, and improving the wildlife and habitat values associated with the property.

1. **Agriculture.** Measures should be taken to reduce the likelihood of attracting deer, elk, and/or moose to hay/feed stockpiles and livestock feeding areas.
2. **Fences.** Fences can disrupt movement patterns and discourage wildlife use of areas and can present hazards to wildlife, and fence use should be avoided unless fences are intended to exclude wildlife (e.g., for gardens) or restrain domestic pets. The applicant has committed to prohibiting perimeter fencing to maintain porosity for wildlife movement.
3. **Non-native Plants.** The introduction of any non-native plants that might compete with or harm native species and result in their decline is discouraged. Exceptions to this would be the introduction of a non-native species that would improve or prevent undue damage to the natural environment (e.g., soil stabilization) or plants within the immediate confines of the building envelopes.
4. **Non-native Fauna.** The introduction into the wild of any non-native or domesticated animal species that might compete with or harm native species and result in a decline in their use is strongly discouraged.
5. **Vegetation Alteration.** The destruction, removal or alteration of native vegetation or dead trees is discouraged except when absolutely necessary. This is particularly important for properties that have wildlife use occurring within stands of woody overstory and shrubby understory vegetation. Standing dead trees, and dead and down vegetation improve habitat complexity and provide important habitat for a variety of smaller wildlife species. Woodpeckers forage for insects in standing dead trees and create nesting cavities for themselves and numerous other bird species. Fallen, rotten plant material creates shelter used by many small mammals while simultaneously returning nutrients to the soil.
6. **Roads.** The construction of roads should be minimized to the extent feasible.
7. **Habitat Enhancement.** Wildlife habitat enhancements are acceptable physical alterations. A plan describing enhancements and delineating affected areas should be developed by a qualified consultant. This plan should consider negative impacts to non-target species.
8. **Herbicides.** The use of chemical herbicides and pesticides are discouraged except for controlling noxious weeds. Application of state-approved herbicides should be done responsibly by persons appropriately licensed and trained, and label and application instructions should be strictly adhered to.
9. **Burning.** The burning of any materials or vegetation is discouraged except in accordance with government regulations, and in the case of vegetation, where burning is shown to be beneficial to wildlife.
10. **Topographic Alterations.** The filling, excavating, dredging, mining, drilling, or removing of topsoil, sand, gravel, rock, minerals, or other materials, or other changes of the topography of the property is discouraged, except where absolutely necessary or associated with approved development and enhancement plans.
11. **Domestic Pets.** Free-roaming, unrestrained domestic pets disturb wildlife. Unrestrained pets can easily disrupt wildlife use on parcels and must be controlled. Dogs will readily chase, harass, and even kill both small and large mammals, as well as birds. Although less conspicuous than dogs, free-roaming cats can be as damaging to wildlife as dogs. Cats are effective predators of small birds, and mammals and free-roaming cats have a high potential (both short- and long-term) for disturbing many wildlife species.
12. **Wildlife Feeding.** Intentionally feeding moose, deer, and elk anywhere in Teton County, Idaho is illegal.
13. **Wildlife Harassment.** Mule deer, elk, and moose may be present in the project area at various times of the year. This is because important habitats for these ungulates are found in the vicinity of the property. The presence of these and other wildlife species should be expected and tolerated. People residing or owning property within the subdivision should be both respectful of and sensitive to wintering wildlife and not purposefully harass these animals as they struggle to survive harsh winter conditions. Moose, in particular, can be expected to browse upon landscaped vegetation, and this activity can sometimes cause significant damage to shrubs and trees. Project proponents should make a concerted effort to educate themselves and future residents on how to minimize wildlife harassment.
14. **Human-Bear Conflicts.** The project area is located in bear habitat, and black bears are known to frequent the area in the spring and fall. Care should be taken to minimize bear attractants in the neighborhood. The following precautions have

been adapted from IDFG recommendations for living in bear country. These precautions can help minimize bear encounters and prevent bears from accessing human foods:

- 1) Garbage and Recyclables - Bear-resistant garbage and recycling containers should be used. Ensure that bear-resistant containers are properly closed and latched, and never tamper with the latching mechanism. If non bear-resistant containers are used, they should be stored inside an enclosed building or bear-resistant enclosure until the morning of waste/recycling pick-up, and promptly returned to secure storage after waste pick-up. Never leave trash/recycling outside overnight, and don't let garbage pile up or develop strong odors that can attract bears.
- 2) Compost Piles - If you must have a compost pile, enclose it with electric fencing. Don't put meat, fish, melon rinds and other pungent/smelly scraps in the pile. Better yet, compost only leaves and grass, not kitchen scraps. Keep the pile aerated and properly turned. Add lime to promote decomposition and reduce odor.
- 3) Bird Feeding - Do not feed birds, including hummingbirds, during the active bear season (March-November), and clean up any spilled bird seed.
- 4) Pet Food - Keep pet food inside at all times.
- 5) Fruit Trees/Shrubs - If fruit trees/shrubs are present, fruit should be picked promptly when it begins to ripen. Remove any fruit that has fallen to the ground as soon as possible.
- 6) Food storage - Do not keep coolers, refrigerators or freezers outside or on porches.
- 7) BBQ Grills - Thoroughly clean BBQ grills and smokers after each use. If possible, store grills and smokers inside a garage or shed when not in use.

**IN WITNESS WHEREOF,**

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

*Name of Property Owner:*

*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 \_\_\_\_\_, known to me to be the person whose name is subscribed above, acknowledged that he executed the foregoing instrument as \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

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

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