

**Skyline View Ranch Covenants, Conditions, &
Restrictions**

This is a Declaration of Covenants, Conditions and Restrictions regulating, and controlling the use and development of real property, made effective this date of May 18, 2023 by Skyline Holdings Group, LLC, herein after referred to as The Declarant.

- I. 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.
- II. 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.
- III. 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, 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. 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.
 - C. Lot - shall mean any portion of the property as shown on a recorded plat.
 - D. 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.
 - E. 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. Authority and Duties - The Declarant 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.

IV. 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 regulation 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 user - 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.
- C. Construction - Only new construction shall be permitted, unless otherwise approved by the Declarant. Prefabricated or modular structures of any kind would need to be approved by Declarant. No manufactured home structure, mobile home trailers, camper or similar vehicle shall be allowed or stored on any lot as primary residence. 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.
- D. Building Envelopes- When selecting a homesite for construction, there are not building envelopes that exist. All buildings or structures with the exception of fencing shall be 100 feet from any property line. All structures must also be located 175 feet from Mahogany creek per EIPH requirements
- E. Noxious or offensive activities - No noxious or offensive activity shall be permitted on any lot. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot lines of any lot.
- F. Water System - Each structure designed for occupancy or use by human beings, shall be connected to a private water

supply system at the owner's expense. Such water systems shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department. The principal residence shall be no less than 2500 square feet above grade and may include attached garage space as part of the total space above grade. Detached structures such as garages, shop, riding arena, barns etc. have no size requirements but should match in color and exterior products used on the principal residence.

- G. 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 be constructed and maintained in accordance with the standards outlined by the Idaho Department of Environmental Quality. Eastern Idaho Public Health guidelines for septic system maintenance shall also be followed. No outdoor toilets shall be permitted, except during construction. It must be of a storage type and be serviced on a need basis.
- H. 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.
- I. 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.
- J. No lots within Skyline View Ranch Subdivision may be further divided. Any lot may be fenced but only wood non-privacy fences will be allowed
- K. Lighting- Title 8 of the Teton County Zoning Regulations, Chapter 4, Section 8-4-6 will define acceptable Outdoor Lighting configuration. This is known as Teton County Dark Sky Lighting

- L. This property recognizes and is subject to the Right to Farm Act - Idaho Code Chapter 45, Sections 22-4501 through 22-4504.
- M. When agriculture currently in place is no longer desired, land shall be returned to sagebrush steppe, in accordance with recommendations provided in Skyline View Ranch Subdivision: Natural Resource Study.
- N. Livestock are permitted, if livestock are present it is the responsibility of the owners to maintain clean pastures and corals. Pet Control – Owners of domestic pets (primarily dogs and cats) will be responsible to train, restrain and prevent their pets from interacting with wildlife within the subdivision. Excessive abuse can be reported to the Teton County Sheriff Department and IDFG.
- O. Fencing. Wildlife Friendly Fencing – All fences within the subdivision will be designed as outlined in Teton County Idaho Zoning Ordinance, Title 9 Division 9-3-2 (C-2-c-WH-vi-b) (Teton County, 2013b). Suggested parameters include fencing height of 38” to 40” with a 4” top rails. No barbed wire will be permitted.
- P. Open space. Per the Natural Resources Assessment (NRA), any portion of the property not used for an agricultural purpose, pond, livestock holding, hard surface, living, or maintained landscaping will be planted using drought tolerant grasses and forbs species commonly used for the USDA Crop Reserve Program.

VI. Duties of Declarant - The Declarant shall contract for snow removal and periodic maintenance services on the Common Road and maintenance. 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.

VII. The Declarant retains the right to amend these covenants, conditions, and restrictions.

In Witness Thereof

The undersigned have executed this instrument this day of _____ in month _____ of year _____.

Dustin Kuttler

Acknowledgment

On this ____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)
Residing

Notary Public

Commission expires
