



TETON COUNTY  
PLANNING & ZONING

MAY 28 2014

RECEIVED

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

**PRELIMINARY PLAT**

SUBDIVISION/PLANNED UNIT DEVELOPMENT APPLICATION

The Preliminary Plat is the second of three steps in the development process. Upon receipt of the required materials the planning staff shall stamp the application received and prepare a staff report. Once the Planning Administrator or his designee has reviewed the staff report and deemed the application complete a public hearing will be scheduled with the Planning and Zoning Commission. It is recommended that the Applicant review Titles 8, 8 and 9 of the Teton County Code prior to submittal. These Titles along with application materials are located on the County website at [www.tetoncountysolidbio.gov](http://www.tetoncountysolidbio.gov). The planning staff is also available to discuss applications and answer questions prior to receiving an application.

To expedite the review of your application, please be sure to address each of the following items:

**SECTION I: PERSONAL AND PROPERTY RELATED DATA**

Owner: Daniel Bender, 4417 Forge Rd, Perry Hall, MD 21128  
 Applicant: David Bender E-mail: davebender99@yahoo.com  
 Phone: 381-9900 Mailing Address: 130 Alpine Trail  
 City: Victor State: ID Zip Code: 83455  
 Engineering Firm: A-W Engineering Contact Person: Arnold Phone: (208) 781-2852  
 Address: 355 S Main, Victor, ID 83455 E-mail: aweng@ida.net

Location and Zoning District:  
 Address: off Victor Cemetery Rd. (unaddressed) Parcel Number: R903N45E12950  
 Section: 12 Township: 3 N Range: 45 E Total Acreage: 13.93 AC  
 Proposed Units/Lots: 2 Proposed Open Space Acres: 4.1 AC

Proposing a Subdivision  
 Zoning: A-2.3 R A 2011

Proposing a Planned Unit Development  
 Planned Community  Rural Reserve

- Latest recorded deed to the property  Affidavit of Legal Interest
- 25% of total base fee (see current fee schedule)
- Concept Plan approved on \_\_\_\_\_
- \$1,500.00 minimum retainer for Nutrient Pathogen Evaluation Review, as applicable

Fees are non-refundable.

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Planning and Zoning Commission public hearing:

• Applicant Signature [Signature] Date 5-21-14

I, the undersigned, am the owner of the referenced property and do hereby give my permission to [Signature] to be my agent and represent me in the matters of this application. I have read the attached information regarding the application and property and find it to be correct.

• Owner Signature [Signature] Date 5-12-2014

Recording Requested By and  
When Recorded Return To:

TETON COUNTY  
PLANNING & ZONING

MAY 28 2014

RECEIVED

Planning Administrator  
Teton County Planning Department  
89 N. Main Street  
Driggs, Idaho 83422

For Recording Purposes Do  
Not Write Above This Line

## DEVELOPMENT AGREEMENT FOR TAYLOR SHADOWS SUBDIVISION

THIS AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Daniel S. Bender and Rachel E. Bender and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of TAYLOR SHADOWS SUBDIVISION as approved by the Board of County Commissioners of Teton County on \_\_\_\_\_, 20\_\_\_.

WHEREAS, the Developer is the sole owner, in law or equity, of certain Property located in the County, which Property is hereinafter referred to as the "Development".

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement that will guarantee the full and satisfactory completion of the required Improvements on the Property described in this Agreement and it is the intent of this Agreement and the parties to satisfy the Improvement guarantee requirements for the final plat recordation of the subdivision.

WHEREAS, the County has the authority to enter into a development Agreement for the construction of required Improvements associated with the Development.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### Section 1. Definitions

- 1.1 **DEVELOPMENT:** The subject of this Agreement, which is designated and identified as TAYLOR SHADOWS SUBDIVISION located on the Property described in Exhibit A in the jurisdiction of Teton County, Idaho. This definition shall include any and all future names or titles for TAYLOR SHADOWS SUBDIVISION.
- 1.2 **IMPROVEMENT:** Any alteration to the land or other physical construction located on or off the Property that is associated with this subdivision/PUD and building site developments.

- 1.3 **OWNER/DEVELOPER:** means and refers to DANIEL BENDER whose address is 4417 Forge Rd., Perry Hall, MD 21128, the party that owns and is developing said Property and shall include and subsequent owner(s) or developer(s) of the Property.
- 1.4 **PROPERTY:** means and refers to the certain parcel(s) of Property located in the County of Teton, as described in Exhibit A.

of the Teton County Code and Section 41 of this Agreement.

**Section 2. Building Permits.** No lot or unit may be offered for sale or sold (warranty deeds transferred) prior to final plat approval and recording.

**Section 3. Control of trash, weeds, dust, erosion, and sedimentation.** The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times.

**Section 4. Remedies.** In the event the Developer fails to perform any of the terms, conditions or obligations in this Agreement or has not resolved a defect or deficiency under this Agreement, the County, at its option, may exercise any rights and remedies it may have under law. Furthermore, the County reserves the right, in its absolute discretion, to revoke the Developer's entitlements for TAYLOR SHADOWS and after such revocation, if Developer chooses to move forward, Developer will have to reapply for approval under the then current County ordinances.

**Section 5. Voided Agreement.** The County, at its option, may void this Agreement and any vested right should the Developer's failure to perform in compliance with this Agreement.

**Section 6. Transfer of Lots or Units.** No lots or units may be offered for sale or sold (warranty deeds transferred) prior to final plat approval and recording. Appropriate easements, covenants and deed restrictions regulating the open space portions of the Developer's lots, consistent with the open space regulations contained in the Teton County Subdivision Ordinance (Title 9) will be promulgated by the Developer and binding upon all lot owners. Developer does hereby agree that all unsold lots shall be maintained by the Developer at the Developer's sole expense, and this responsibility shall run into perpetuity.

**Section 7. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**Section 8. Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including County's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

**Section 9. Notices.** All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by

properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

Notices to the County shall be addressed to, or delivered at, the following address:

Teton County Board of County Commissioners  
ATTN: Planning Administrator  
89 N. Main Street  
Driggs, Idaho 83422

Notices to the Developer shall be addressed to, or delivered at, the following address:

David Bender  
130 Alpine Trail  
Victor, ID 83455

By notice complying with the requirements of this Section, each party shall have the right to change the address for all future notices, but no notice of a change of address shall be effective until received as provided above.

**Section 10. Enforcement.** The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

**Section 11. Indemnification.**

- A. No Liability for County Approval. The Developer acknowledges and agrees (1) that the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the Improvements or use of any portion of the Improvements, and (2) that the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.
- B. Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the County, and all of its elected and appointed officials, officers, employees, agents and representatives from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with the performance by the Developer of its obligations under this Agreement and all related Agreements. The Developer is not an agent or employee of the County.

**Section 12. Amendments or Alterations.** All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

**Section 13. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Section 14. Filing.** The County shall have this Agreement recorded in the office of the Teton County Clerk and Recorder at the same time as the final plat is recorded. The Developer shall reimburse the County for any recording fees associated with this Development.

**Section 15. No Conflicts.** The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement. The County and the Developer also acknowledge and agree that this Agreement is supported by Title 9 of Teton County Code. The County and the Developer agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

**Section 16. Authority to Execute.** The County hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Board of County Commissioners. The Developer hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the subdivision, (2) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the subdivision as set forth herein, (3) that all legal action needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any Agreement to which the Developer is a party or to which it or the subdivision is bound or (ii) violate any statute, law restriction, court order, or Agreement to which the Developer or the subdivision is subject.

**Section 17. Codes.** The Developer agrees to abide by all ordinances, regulations, and codes of Teton County and those of the special purpose districts providing service to the Development.

**Section 18. Governing Law.** This Agreement shall be construed and governed according to the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County, or in the United States District Court for the District of Idaho.

**Section 19. Attorney's Fees.** Should any litigation be commenced between the parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a court of competent jurisdiction.

**Section 20. Final Agreement.** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and County, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the Exhibits. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of County.

**Section 21. No Waiver of County Rights.** No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuity waiver unless expressly provided for; nor will the waiver of any default under this

Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that Teton County reserves the right to revoke all approvals for TAYLOR SHADOWS SUBDIVISION upon failure to comply with the conditions of approval of Final Plat, upon any of the violations of Teton County Title 9, or for misrepresentations or material omissions made to the Teton County Planning Commission or Board of County Commissioners.

**Section 22. Effective Date.** This Agreement shall become valid and binding only upon its approval by the Teton County Board of County Commissioners and its recording in the Teton County Clerk and Records Office; and it shall be effective on the date first written above.

**Section 23. Addendum Notes for Clarification for Deviations from Teton County Development Agreement Template.** Section 2 was revised because there are no public improvements.

Section 3 is non applicable because Teton County Title 9-4-2 (B11) states that entrance signs are required for more than 2 lots.

Sections 4 & 5 are non applicable because of no public or off-site improvements.

Section 7 is non applicable for the above stated reason.

Sections 8 & 9 are non applicable because no phasing is being proposed.

Section 10 isn't needed because no extensions are required since there are no installations of public improvements.

Section 11: No construction time frames are required for the above stated reasons.

Sections 13-19 are non applicable.

Section 22 is non-applicable since there is no construction for which a default would occur.

Section 39: The road providing access to Taylor Shadows Subdivision is a City of Victor road, not a county road. Therefore this section is non-applicable

Section 40: Since this is a voluntary contribution, the owner of Taylor Shadows is opting to not contribute. There are only 2 lots, each one going to a family member. This is not a "for-profit" development.

Exhibit B is not applicable because of Planning & Zoning determination that an engineer's cost estimate is not required per e-mail dated April 14, 2014.

Exhibit C is not applicable because there is no phasing plan.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

Agreed:

**BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO**

\_\_\_\_\_  
Kelly Park, Chairperson

STATE OF IDAHO            )  
  ) ss:  
COUNTY OF TETON        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State of Idaho, personally appeared Kelly Park, Chairperson known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Residing \_\_\_\_\_  
Commission expires \_\_\_\_\_

( \_\_\_\_\_ Owner' Name \_\_\_\_\_ )

\_\_\_\_\_  
(Owner, President or  
Managing Director)

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, 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)

\_\_\_\_\_  
Notary Public  
Residing \_\_\_\_\_  
Commission expires \_\_\_\_\_

## **EXHIBIT A**

### **TAYLOR SHADOWS SUBDIVISION LEGAL DESCRIPTION**

**A PORTION OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 3 NORTH, RANGE 45 E., B.M. TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:**

**FROM THE SOUTHEAST CORNER OF SAID SECTION 12, S 89°39'12"W, 1322.43 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER SOUTHEAST QUARTER OF SAID SECTION 12;**

**THENCE S 89°39'12"W, 916.43 FEET TO A POINT; THENCE N 00°17'20"W, 662.44 FEET TO A POINT; THENCE N 89°40'50"E, 916.19 FEET TO A POINT; THENCE S 00°18'36"E, 662.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINS 13.93 ACRES.**

**SUBJECT TO A PRIVATE 100 FOOT WIDE ROAD & UTILITY EASEMENT ALONG THE WESTERN BOUNDARY OF SAID PROPERTY.**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

for

**TAYLOR SHADOWS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

TETON COUNTY  
PLANNING & ZONING  
MAY 28 2014  
RECEIVED

This Declaration of Covenants, Conditions and Restrictions is made and executed in Teton County, Idaho this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Daniel S. Bender and David J. Bender hereinafter called "Declarant(s)"

**PURPOSE**

WHEREAS, Declarants are the owners of a certain property located in Teton County, Idaho, and more particularly described as follows:

**DECLARATION**

NOW, THEREFORE, Declarants do hereby declare that TAYLOR SHADOWS is and shall be owned, occupied and improved subject to the following uniform covenants, conditions and restrictions. The restrictions set forth herein shall run with the real property and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, their successors in interest, and may be enforced by Declarants, by any owner or his successors in interest or by the Taylor Shadows Homeowners' Association.

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these restrictive covenants shall have the meanings hereinafter specified:

- 1. ASSESSMENTS shall mean assessments of the Homeowners' Association and includes both regular and special assessments.
- 2. \_\_\_\_\_ CONDITIONS, COVENANTS AND RESTRICTIONS shall mean this Declaration as it may be amended from time to time.
- 3. LOT shall mean each lot as designated as such on the recorded plat, whether or not improved.
- 4. OWNER shall mean (a) the person or persons or other legal entity or entities, including Declarants, holding an aggregate fee simple interest in a lot or, as the case may be, (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

**ARTICLE II  
GENERAL RESTRICTIONS**

All real property within Taylor Shadows Subdivision shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 2.01. No Further Subdividing. No lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any lot to more than one person to be held by them as tenants in common, joint tenants by the entirety or as community property. Also, two contiguous lots, if owned by the same record owner, may be combined as one lot. For the purposes of applying the covenants and restrictions herein contained by such combined residential lot or lots, the combined lots shall be treated as one lot for the purpose of applying the provisions hereof. See Declaration - pg.1 of this Declaration of Covenants, Conditions and Restrictions.

Section 2.02 Signs and Lighting. No signs of any character shall be placed or maintained on any lot except:

- (1). one sign advertising the premises for sale or rent, which sign shall not exceed six square feet;
- (2). one sign identifying the name and/or address of the owner's or occupant's lot, which sign shall not exceed two square feet;
- (3). one sign used by the builder to advertise the project during the construction period.
- (4). exterior lighting must be downward directed, low wattage, dark sky lighting as required by Teton County Title 8, Section 8-4-5.

Section 2.03 Animals. No animals of any kind shall be raised, bred or kept, excepting that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. Lots 1 and 2 only may be considered for two horses or mules as well as chickens, goats, turkeys, cows pending approval from the design committee. In the event permission for said animals is granted, they shall be kept in a corral in such a way as to keep the area green and growing. Under no circumstances will any grazing be allowed in any of the designated Common Areas. If any dog or dogs are caught or identified as being a nuisance the Board shall have the authority to have such animal or animals impounded at any available location, and/or shall assess a penalty against the owner of such animal or animals of not more than \$200.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals. In the event the Declarants develop amenities such as walking paths, picnic areas, etc. in the Common Area as designated on the plat of Taylor Shadows Subdivision, all dogs in said area shall be leashed.

Section 2.04 Offensive Activity. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Taylor Shadows Subdivision. Trash, garbage or other waste shall be kept in sanitary containers that must be stored within an enclosed structure. All incinerators, or other equipment for the storage or disposal of such material, shall be kept clean and sanitary and not become offensive or a nuisance. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 2.05 Repair of Buildings. No improvement shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

Section 2.06 Exemption of Declarants. Nothing herein shall limit the right of the Declarants to complete excavation, grading and construction of improvements to any property owned by Declarants, or to use a structure in as a model home or leasing or sales office. The rights of the Declarants hereunder and elsewhere in these restrictions may be assigned by Declarant.

Section 2.07 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

Section 2.08 Temporary Structures. Only temporary structures which are approved by the Board may be installed on a lot during construction of a permanent residence. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

Section 2.09 Weed Maintenance and Control. It shall be each lot owner's responsibility including the Homeowners' Association, to eradicate noxious weeds on land in Taylor Shadows Subdivision to comply with any applicable ordinance, law, rule, or regulation pertaining to the removal and control of noxious weeds. Noxious weeds shall mean those plants which are injurious to public health, crops, livestock, land or other property. If a lot owner does not comply, the Homeowners' Association will assume responsibility of eradicating the weeds on the subject lot and subsequently bill said non-compliant lot owner for costs involved, or lien the lot.

Section 2.10 Buildings and Improvements. No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guests, plus a garage and other improvements incident to a single family residence. All proposed buildings and improvements shall be submitted to the Design Committee for approval. Provided, however, notwithstanding anything contained herein to the contrary, after the primary residence is fully constructed

one additional guest house may be constructed (hereinafter "guest house"). No apartments, condominiums or other multiple dwelling structure may be built.

Section 2.11 Unsightliness. No unsightliness shall be permitted on any Lot or on the exterior or other portions of a Residence visible from elsewhere on the Subject Property, Common Area, or any adjacent property. Without limiting the generality of the foregoing: (1) all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view; (2) refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure; (3) service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; (4) pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities and gas, oil, water, propane or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed Structure or below the surface of the ground; (5) No grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate; and (6) all rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

Section 2.12 Sanitation. Sanitary rules and regulations of Eastern Idaho Public Health Dept. will be adhered to. A permit from Eastern Idaho Public Health Dept. is required for the installation of any and all septic systems.

Section 2.13 Right to Farm Provision. Taylor Shadows Subdivision acknowledges the Right to Farm Act Idaho Code Chapter 45 Sections 22-4501 through 22-4504

Section 2.14 Wildlife Habitat Provision. All areas outside of the approved building envelopes will be managed and preserved for wildlife habitat. There will be no development or motorized vehicle access within areas outside of the approved building envelopes.

Section 2.15 Unmodifiable provisions. The following items cannot be changed by Taylor Shadows Homeowners' Association:

- (1). Weed maintenance and control
- (2). Teton County dark skies requirements
- (3). No further lot split statement
- (4). County setbacks and heights as depicted on the approved Master Plan
- (5). Right to Farm Act
- (6). A permit from Eastern Idaho Public Health Dept. is required for the installation of any and all septic systems.

### **ARTICLE III**

#### **DESIGN STANDARDS**

No building or other improvements shall be constructed on Lots 1-2, nor shall any alterations therein be made until the plans and such other information as the Design Committee may require, shall have been submitted to and approved in writing by the Design Committee. The Design Committee shall consider the suitability of the improvements, the materials, the colors, and the nature of the adjacent improvements. The objective of the Design Committee is to ascertain that any proposed improvements will enhance the aesthetic and monetary values of the area. If the plans are disapproved, said structures and improvements may not be constructed or placed upon said lot. The decision of the Committee is final and binding upon all parties concerned.

#### **Section 3.01 Structures**

- (1). Structures shall be located within the designated building envelopes depicted on the approved Master Plan and are encouraged to relate to the terrain and physical features of the property. The primary concern of the board will be that design, exterior finish, and location harmonize with and compliment the natural environment.
- (2). Exterior materials shall be of natural wood, peeled log, stone or other similar natural material. Roof materials shall be cedar shake, heavy weight asphalt shingle, non-reflective metal, decro-bond or similar material. Alternative exterior materials which resemble natural materials may be proposed to the Design Committee for consideration and approval.
- (3). Exterior finishes shall be earth toned stains, or clear non-glossy preservatives. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.
- (4). Exterior colors shall be subdued and in the earth tone range. Color samples on pieces of all exterior materials and roofing materials to be used, shall be submitted to the design committee for approval.
- (5). Landscaping shall be in place within a year of construction.

Section 3.02 Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated.

Section 3.03 New Construction. All improvements shall be of new construction and constructed on the lot and no pre-built or pre-fabricated homes will be permitted. Component or modular construction will not be permitted unless the Design Committee specifically permits the same.

#### **ARTICLE IV** **DESIGN COMMITTEE**

Section 4.01 Design Committee. The Design Committee shall consist of the owners of Lots 1 and 2. The Design Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association.

Section 4.02 Authority and Duties. The Design Committee shall be responsible for reviewing construction plans and specifications and other responsibilities delegated to them by the Association.

Section 4.03 Meetings. The Design Committee shall meet from time to time as it deems necessary.

Section 4.04 Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction taken with respect to any provision of these Covenants, provided that such Design Committee has acted in good faith. All members of the Design Committee shall be indemnified and held harmless by the property owners and Association from liability, damages and expenses for any decision or action they may make while acting within the scope and course of their duties.

#### **ARTICLE V** **ENFORCEMENT**

The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarants, by the Board or by any owner of a lot within the property.

Section 5.01. Right of Enforcement Every owner of a lot within the property hereby consents to the entry of an injunction against him or her, or his or her tenants or guest, to terminate and restrain any violation of these Covenants.

Section 5.02. Violations Any lot owner who uses or allows his or her lot to be used or developed in violation of the covenants further agrees to pay all costs incurred by the Board or the Declarants or other lot owner in enforcing these covenants, including reasonable attorney's fees.

#### **ARTICLE VI** **DURATION OF COVENANTS**

All of the covenants, conditions and restrictions set forth herein shall run until December 31, 2030, unless amended as herein provide. They shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by owners who own at least eighty percent (80%) of the lots in Taylor Shadows Subdivision. and such written instrument is recorded with the Clerk of Teton County, Idaho.

#### **ARTICLE VII** **SEVERABILITY**

Any decision 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.

#### **ARTICLE VIII** **ACCEPTANCE OF COVENANTS**

The undersigned Declarants and owners, 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 the operation and enforcement of all of the provisions of these Covenants.

