

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STEAMBOAT HILLS SUBDIVISION
TETON COUNTY, IDAHO**

THIS DECLARATION made this _____ day of _____, 2020.

When used hereinafter, the term “**STEAMBOAT HILLS SUBDIVISION**” will mean all that property in Teton County, Idaho more particularly described as:

A portion of the North half Northwest quarter of Section 30, Township 6 North, Range 46 E., B.M. Teton County, Idaho and as more particularly described in the attached final master plan/final plat.

1. GENERAL PURPOSES

This declaration is executed to enhance and protect the value, desirability and attractiveness, as well as to provide a pleasant environment for the benefit of all owners of the property.

2. DECLARATION

Declarant hereby declares that the property described on the Final Plat accompanying these covenants hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, used, occupied, and developed subject to the following covenants, conditions and restrictions. 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.

3. ASSOCIATION MEMBERSHIP

3.01 **Homeowners’ Association Membership:** Each owner of a lot of the above described subject property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot within Steamboat Hills Subdivision. Each lot is subject to assessment.

4. PROPERTY SUBDIVISION

No lot within STEAMBOAT HILLS SUBDIVISION shall be further subdivided or split.

5. ASSESSMENTS

Each lot will share equally in the maintenance costs of shared improvements, specifically the common access, signage and landscaped entry.

6. DEVELOPMENT AND LAND USE RESTRICTIONS

All construction, development or use shall conform to the following requirements:

- a. **County land use regulations:** Conformity with all applicable land use regulations of Teton County, Idaho, shall be required in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.
- b. **Residential use:** Both lots are hereby restricted for residential purposes 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.

6.b.01. All improvements on each lot shall be of new construction. No pre-built, pre-fabricated, component or modular homes will be permitted.

Each primary residence shall relate to the terrain and physical features of the property. All primary residences shall be a MINIMUM of 1650 square feet in area on the main floor. Sundecks, carports, patios and other unenclosed or unroofed areas are not to be included in the computation of the primary residential area. All primary residences shall have a garage in addition to the minimum 1650 square foot primary residence. The design, exterior finish and location shall harmonize with and compliment the natural environment. Roofs shall be constructed at a 6:12 pitch with a sixteen (16) inch overhang; any proposed second stories shall be incorporated within said 6:12 pitch with the structure being no higher than 26 feet.

6.b.02. Exterior materials shall be of natural wood, peeled log, stone or other similar natural material. Roof materials shall be cedar shake, heavy weight asphalt shingles or ribbed metal with a flat, non-reflective colored finish in muted earth tones. Alternative exterior materials which resemble natural materials may be proposed to the Design Committee for consideration and approval.

6.b.03. Exterior finishes for the exterior finishes specified in Article III, Section B shall be earth toned stains or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish or shall be flat color anodized or painted.

6.b.04. Exterior colors shall be subdued and in the muted earth tone range. Color samples of pieces of all exterior materials and roofing materials to be used, shall be submitted to the Design Committee for approval.

- c. The Design Committee shall be comprised of Jessica Infanger & Emily Coghlan until such time as either or both are no longer owners of Lot 1 or Lot 2.

- d. A detached guest house following the above design requirements is allowed. The minimum allowed square footage is 800 square feet for a guest house and in accordance with Teton County, Idaho requirements. Short term rentals are allowed as governed by any Teton County land use regulations.
- e. All spoils from excavating must be re-planted within 6 months of completion.
- f. Parking: Adequate driveways and parking areas shall be provided by the owner of each lot to allow for off-street parking in order to not obstruct traffic flow and to facilitate snow removal.
- g. Garbage collection: No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. The cost of garbage and trash collection shall be paid by each owner in accordance with the billing of the collector.
- h. All outdoor lighting, including on residences and outbuildings, shall comply with Teton County, Idaho's Dark Sky Lighting Ordinance, specifically low wattage, lighting downward directed.
- i. Setbacks: structures shall comply with Teton County, Idaho's zoning setback requirements.
- j. Maintenance: Each lot and all improvements thereon shall be maintained in a clean, safe and slightly condition. No junk or inoperative vehicles of any type shall be parked on any lot. Proper storage and parking shall be provided for all boats, tractors, vehicles, snow machines, ATV's, campers, snow removal and maintenance equipment so that no lot becomes unsightly or in disarray.
- k. Landscaping: Within twelve (12) months of occupancy, all yards shall be seeded or sodded to lawn grass, except for those portions used in other decorative landscaping techniques, such as flower beds, shrubs, and washed or tile or rock. Landscaping shall be well maintained and complement the natural surroundings.
- l. Fencing: Any fence erected on the property shall be no more than six (6) feet in height and shall be of metal or wooden construction. The homeowner is required to maintain the fence in good quality and repair.
- m. Weed control: All lot owners will be responsible to control and eradicate all noxious weeds.
- n. Water Rights: The water rights associated with the Steamboat Hills Subdivision shall be equally owned and used by the owners of Lot 1 and Lot 2.
- o. Right to Farm Act: All lot owners will recognize Idaho as an "Agriculture First" state and the Idaho Right to Farm Act protects all agricultural operations within the neighboring areas, including noise, odors and movement of farm machinery which are inherent to farming and ranching operations.

p. Sanitary Rules and Restrictions: All requirements of Eastern Idaho Public Health are in force for the installation of all septic systems within **STEAMBOAT HILLS SUBDIVISION** with only septic systems approved by that agency being installed on each lot. EIPH has overriding authority regarding sanitary practices over the **STEAMBOAT HILLS** Homeowners' Association.

q. The following conditions cannot be changed by the **STEAMBOAT HILLS** Homeowners' Association:

- *weed maintenance and control

- *Teton County dark sky requirements

- *No further splitting of lots

- *County setbacks and heights

- *Right to Farm Act

- * The authority of EIPH over the **STEAMBOAT HILLS** Homeowners Association

r. Animals:

The following are permitted in the **STEAMBOAT HILLS SUBDIVISION**:

A maximum of 6 large animals including but not limited to horses, sheep, cows, pigs etc., 2 dogs and 2 cats for each lot are permitted. Each lot owner is required to install and maintain proper fencing for animals and to take all measures to ensure that any portions of his or her lot used by such animals is well maintained in an orderly and attractive manner.

IN WITNESS THEREOF

The undersigned have executed this instrument this _____ day
of _____, 2020

JESSICA INFANGER

STATE OF _____)
SS
COUNTY OF _____)

On this _____ day of _____, 2020

before me, the undersigned, a Notary Public in and for said State, personally appeared JESSICA
INFANGER , known to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that she executed the same.

Witness my hand and official seal.

Notary Public

Residing at: _____

My commission expires: _____

IN WITNESS THEREOF

The undersigned have executed this instrument this _____ day
of _____, 2020

EMILY COGHLAN

STATE OF)

SS

COUNTY OF)

On this _____ day of _____, 2020

before me, the undersigned, a Notary Public in and for said State, personally appeared EMILY COGHLAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Witness my hand and official seal.

Notary Public

Residing at: _____

My commission expires: _____