

Instrument # 179187

DRIGGS, TETON, IDAHO

2006-08-03

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Recorded for : TETON SPRINGS

NOLAN G. BOYLE

-Officio Recorder Deputy

Ex to: DECLARATION OF COVENANTS

179187

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TETON CO., ID  
CLERK RECORD

**FIRST AMENDMENT  
TO  
SUPPLEMENTAL DECLARATION  
FOR VILLAGE AND COMMERCIAL LOTS SUB-ASSOCIATION  
TO  
TETON SPRINGS GOLF AND CASTING CLUB  
MASTER DECLARATION OF  
PROTECTIVE COVENANTS**

This First Amendment to the Supplemental Declaration for Village and Commercial Lots Sub-Association to Teton Springs Golf and Casting Club Master Declaration of Protective Covenants, effective this 31 Day of July, 2006 is as follows:

WITNESSETH:

WHEREAS, heretofore, there have been established and recorded the Supplemental Declaration for Village and Commercial Lots Sub-Association to Teton Springs Golf and Casting Club Master Declaration of Protective Covenants on March 1, 2006, and which by this reference are hereby amended and superceded; and

WHEREAS, on July, 31, 2006, the undersigned owner being the majority owner of record of the real property within Teton Springs Golf and Casting Club according to the official plat thereof on file and of record in the office of the Teton County Clerk and Recorder, is desirous of amending and clarifying certain sections of said document. The Supplemental Declaration for Village and Commercial Lots Sub-Association to Teton Springs Golf and Casting Club Master Declaration of Protective Covenants is hereby superceded by the First Amendment to the Supplemental Declaration for Village and Commercial Lots Sub-Association to Teton Springs Golf and Casting Club Master Declaration of Protective Covenants and is hereby stated.

THEREFORE, from this day of July, 31, 2006 forward, the First Amendment to Supplemental Declaration for Village and Commercial Lots Sub-Association to Teton Springs Golf and Casting Club Master Declaration of Protective Covenants take precedence and become enforceable.

IN WITNESS WHEREOF, Declarant has executed this as the Master Declaration as of July, 31, 2006.

DECLARANT:

TETON SPRINGS GOLF AND CASTING CLUB, LLC

By: 

Authorized Representative

Teton Springs/Covenants fourth amendment april 2005

179187

STATE OF IDAHO )  
COUNTY OF TETON )ss.  
 )

SHANNON R. HERNDON  
NOTARY PUBLIC  
STATE OF IDAHO

The foregoing First Amendment was acknowledged before me, in the County of Teton and State of Idaho, this 31 Day of July, 2006, by Don Pinard as Authorized Representative of TETON SPRINGS GOLF AND CASTING CLUB, LLC, A Wyoming Limited Liability Company.

WITNESS my hand and official seal

SHANNON R. HERNDON  
NOTARY PUBLIC  
STATE OF IDAHO

*Shannon R Herndon*  
Notary Public for State of Idaho  
Residing at: *Driggs Idaho*  
My commission expires: *11-06-09*

FIRST AMENDMENT  
TO  
SUPPLEMENTAL DECLARATION  
FOR  
VILLAGE AND COMMERCIAL LOTS SUB-ASSOCIATION  
TO  
**TETON SPRINGS GOLF AND CASTING CLUB**  
MASTER DECLARATION OF  
PROTECTIVE COVENANTS

This Supplemental Declaration to the Master Declaration of Protective Covenants for Teton Springs Golf and Casting Club ("Declarant") effective this 31 Day of July, 2006 is as follows:

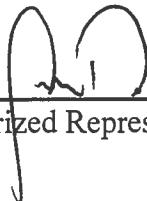
WITNESSETH:

Whereas, heretofore that there has been established and recorded on February 15, 2001 the Master Declaration of Protective Covenants for Teton Springs Golf and Casting Club and recorded on April 11, 2005 the Fourth Amendment to the Master Declaration of Protective Covenants for Teton Springs Golf and Casting Club.

In witness whereof, Declarant has executed the First Amendment to Supplemental Declaration for the Village and Commercial Sub-association.

DECLARANT

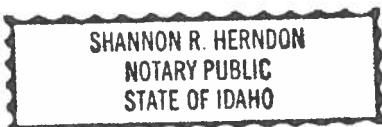
TETON SPRINGS GOLF & CASTING CLUB, LLC

By: 

Authorized Representative

STATE OF IDAHO )  
 )  
 )ss.  
COUNTY OF TETON )

The foregoing Supplemental Declaration of Protective Covenants for Teton Springs Golf and Casting Club Village and Commercial Lots Sub-association was acknowledged before me this 31 day of July, 2006, by Shannon R. Herndon, as Director of Operations of Teton Springs Golf & Casting Club, LLC, Declarant.



Shannon R. Herndon  
Driggs, ID  
11-6-09

**SUPPLEMENTAL DECLARATION  
FOR  
VILLAGE AND COMMERCIAL LOTS SUB-ASSOCIATION  
TO  
TETON SPRINGS GOLF AND CASTING CLUB  
MASTER DECLARATION OF  
PROTECTIVE COVENANTS**

This SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR TETON SPRINGS GOLF AND CASTING CLUB VILLAGE AND COMMERCIAL LOTS SUB-ASSOCIATION is made and entered into this 31 Day of July, 2006, by TETON SPRINGS GOLF AND CASTING CLUB, LLC, a Wyoming limited liability company duly authorized to transact business in the State of Idaho (the "Declarant").

**RECITALS**

1. This Supplement applies to that certain real property (the "Property") situated in Teton County, Idaho referred to as Village and Commercial Lots within various tracts of Teton Springs Golf and Casting Club, particularly described in Exhibit A attached hereto and by reference made a part hereof.
2. The Property has been approved for development pursuant to a Planned Unit Development Master Plan and Plat Master Plan for Teton Springs adopted by the County of Teton, Idaho (the "P.U.D. for Teton Springs") pertaining to that property more particularly described in Exhibit B attached. The Master Declaration of Protective Covenants for Teton Springs Golf and Casting Club were recorded on February 13, 2001, and the last amendment (the Fourth Amendment) to which was recorded on April 11, 2005.
3. Declarant has developed the Property in a configuration comprising common area and fee simple lots according to the Final Subdivision Plats as recorded with the Clerk and Recorder of Teton County Idaho.
4. Declarant further intends to create this Declaration to allow for the lawful operation of a Sub-association, comprising said lots within the Property, allowed per Article 2 - 2.51, *Subassociation*, of the Fourth Amendment to Master Declaration of Protective Covenants and Master Development Guidelines for Teton Springs Golf & Casting Club.
5. The Village and Commercial Sub-association, an Idaho nonprofit corporation, is formed as a Subassociation to exercise the functions set forth herein and to own, lease, hold, operate, care for and manage certain property for the common benefit of Owners within the Village and Commercial Lots.

6. Declarant desires to establish covenants, conditions and restrictions upon the Property for the purposes of enhancing and protecting the value, desirability and attractiveness of the property and enhancing the quality of life within the Property.
7. Declarant desires and intends that the Owners, Mortgagees, Occupants and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements contained in this Declaration as it may be amended from time to time.
8. The Declaration acknowledges that the Property is a Sub-association with Subassociation common areas, but by reference acknowledges the pre-existing Master Association and the prevailing Master Declaration of Protective Covenants for Teton Springs Golf and Casting Club.

NOW, THEREFORE, for the purposes set forth above and herein, Declarant for itself and its successors and assigns hereby declares that Property becomes subject to this Master Declaration in the manner hereinafter provided, and each part thereof, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancements, use, occupancy and enjoyment for the owners of the Property and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Common Interest Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Master Association and its successors and assigns, (iv) every Member of the Master Association, and (v) all Owner, Occupants and other Persons having or acquiring any right, title, or interest in or to the Common Interest Community or any part thereof, or any Improvement thereon, and their respective heirs, personal representatives, successors and assigns. Provided always, that to the extent this Supplemental Declaration provides that Declarant shall not be bound by or is exempt from the application of certain covenants, conditions and restrictions contained within the Master Declaration, Declarant shall not be considered subject to such covenants, conditions or restrictions.

The Declaration shall be recorded in Teton County, Idaho, with the Office of Clerk and Recorder.

With respect to the Property, Declarant hereby amends and supplements the Master Declaration as follows:

#### **Article 1**

- 1.1 The Village and Commercial Sub-association will be responsible for the operation and periodic repair and general maintenance of certain elements located within the

commonly-owned as well as individually-owned areas within the Property on behalf of the Owners within the Village and Commercial Sub-association, including, but not necessarily limited to:

- a) Landscape irrigation systems;
- b) Landscape plantings (trees, shrubs, bedding plants, turf, other);
- c) Ponds, waterways, springs, water pumps, piping and related equipment;
- d) Roadway, parking, walkways and individual driveway surface snow plowing and/or snow blowing, snow loading and removal, shoveling, sanding and/or other ice control management.

1.2 The Village and Commercial Sub-association will be responsible for the operation, periodic repair, general maintenance, and replacement of the following elements within the commonly-owned areas within the Property on behalf of the Owners within the Village and Commercial Sub-association, including, but not necessarily limited to:

- a) Signage, area lighting, street lighting, traffic control facilities, and other related items within the right-of-ways.
- b) Asphalt, concrete and gravel surfaces of all roads, parking areas, walkways, trails and other routes of travel.
- c) All pedestrian and vehicular bridges.
- d) Common area propane gas storage and gas distribution systems.
- e) Common areas holiday decorations such as tree lights, luminaries, special displays etc.
- f) General liability and property insurance as related to common areas only.

1.3 All maintenance and upkeep of interior and exterior elements of all individually owned Village and Commercial buildings within the Property shall be the responsibility of each individual owner. The Village and Commercial Sub-association shall not be responsible for maintenance or replacement of, but not limited to, the following: building roofs, siding, windows, doors (including overhead), decks, patios, balconies, and asphalt and concrete materials. General liability and property insurance shall be maintained at each owner's expense. The Village and Commercial Sub-association may provide notice to an owner of the need for exterior maintenance and repair. If the owner fails to make the needed repair after 30 days written notice, the Village and Commercial Sub-association will have full authority to make the necessary exterior repairs and maintenance and assess the owner the costs of said repairs and administrative costs. The collection of these costs may involve property liens, garnishments, interest at 1.5% per month, legal costs, administrative costs and any other legal means and costs of collection.

1.4 The Village and Commercial Sub-association will be specifically responsible for items 1.1 and 1.2 above as well as other exterior items as may be further defined by the Sub-association. Essentially, the Village and Commercial Sub-association is empowered to provide comprehensive exterior maintenance within the Property

for the benefit and enjoyment of the individual Village and Commercial Lot Owners. The Sub-association is empowered to hire legal, financial, management and contractor expertise to accomplish these responsibilities. Such common services and the costs for these common services will be assessed to the individual Lot Owners.

### **Article 2**

2.1 The Owners of the residential lots within the Village and Commercial Sub-association are by right Members of the Common Interest Community, Master Association and the Village and Commercial Sub-association with all requisite rights, privileges, commitments and responsibilities. Therefore, the Members of the Village and Commercial Sub-association will be subject to both General Master Association assessments and specific Sub-association assessments.

### **Article 3**

3.1 The Declarant on behalf of the Development Review Committee (DRC) has established the architectural theme, building standards, site planning and landscape requirements for the Village and Commercial buildings, including architectural plans and specifications as set forth in the Master Development Guidelines. The Village and Commercial Sub-association area and individual lots are subject to all requirements established in the Master Development Guidelines, unless otherwise approved by the DRC. Balconies, decks, or patios attached or contiguous to the Village and Commercial units can extend no more than 6' beyond the lot lines into adjacent Sub-association common area. Therefore, the Guidelines have been so created and further established by the Declarant. The Declarant reserves the right to refine, revise and update the Village and Commercial architectural plans and related site and landscape plans or Development Guidelines as may be necessary and desirable as the project proceeds.

3.2 Owner's right to parking area: Every Owner shall have a right to use the parking areas. The Owner's right to use the parking areas shall be appurtenant to and shall pass with the title to every lot or building subject to the following provisions: a) the right of the Association to provide reasonable restrictions on the use of the parking areas for the overall benefit of the Association and its members including restrictions or prohibitions on the type of activity and use including, but not limited to, special sales events, merchandise display stands or tables, signs, fireworks, loud music, and loud parties in the parking areas, b) the right of the Association to charge reasonable fees for the disproportionate use by Owners or their clients of the parking area, c) the right of the Association to suspend the voting rights and right to use of the parking areas of any Owner and/or Occupant for any period during which any assessment against his lot or person remains unpaid and for any infraction of its published rules and regulations for any period of time the Association deems necessary.

3.3 Signage: Signage shall not be permitted on the private, public, or commonly owned lands within the commercial and village areas except for directional signs and signs for individual buildings and uses as permitted by the Association. All signs are required to receive approval from the DRC prior to commencement of construction of the sign.

#### **Article 4**

4.1 The Village and Commercial Sub-association will have the authority and responsibility to establish standard rules and regulations for the Sub-association Area to compliment and augment the prevailing Master Declaration of Protective Covenants.

#### **Article 5**

5.1 Owners within the Village and Commercial Sub-association who lease their property shall comply with the stipulations set forth in Article 3 - 3.35, *Leases*, of the Fourth Amendment to Master Declaration of Protective Covenants and Master Development Guidelines for Teton Springs Golf & Casting Club, with the exception that owners of hotel/lodge units, cabins, lodge homes and condominiums may lease their property for periods less than 30 days without requiring the expressed approval of the Master Association nor the Village and Commercial Sub-association.

#### **Article 6**

6.1 Uses within the Village and Commercial areas are subject to the "Incidental Use" limitation as outlined in the Development Agreement and subdivision Plan Amendments for the Teton Springs PUD with the City of Victor and Teton Valley, Idaho. The resort shops/services/dining/conference/banquet/and office space will only include those amenities which would normally be associated with a golf/fishing resort such as a golf pro-shop, a tennis pro-shop, a fishing/tackle-shop, restaurant services and lodging services. The City of Victor and Teton County shall approve all such amenities in accordance with Article VII Section 1-7-5 subparagraph 1 of the Teton County Subdivision Ordinance. That the uses permitted are incidental, necessary, or desirable and appropriate with respect to the primary purposes of the PUD.

6.2 A business license shall be required for businesses within the development by the City of Victor, when and if the development is annexed into the City. Until such time annexation takes place, the City of Victor shall be notified of and shall jointly with the County approve/deny any business enterprises under the provisions outlined in Article VII, Section 1-7-5, subparagraph 1 of the Teton County Subdivision Ordinance.

6.3 The East Entry Commercial lots 1-6 and the two lots on tract 2B, shall be used, per the above regulations, for professional offices, low traffic retail and low traffic service-oriented commercial uses. No restaurants, convenience stores, bars, real estate offices or gas stations will be allowed. Lots 5 and 6 may have

only single level buildings with a height limitation of 25 feet from existing grade. All office/commercial lots within Teton Springs can include basement levels.

### Article 7

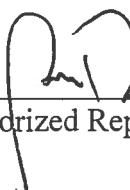
7.1 The terms of this Supplemental Declaration shall be perpetual.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for the Village and Commercial lots as defined in Exhibit A.

DECLARANT

TETON SPRINGS GOLF & CASTING CLUB,  
LLC

By:

  
Authorized Representative

STATE OF IDAHO )  
                          )ss.  
COUNTY OF TETON )

The foregoing Supplemental Declaration for the Village and Commercial Lots was acknowledged before me this 31 day of July, 2006, by Jan Pinard as Director of Operations of Teton Springs Golf & Casting Club, LLC, Declarant.

SHANNON R. HERNDON  
NOTARY PUBLIC  
STATE OF IDAHO

  
Shannon R. Herndon  
Driggs, ID

11-6-09

**EXHIBIT A**

Lots, Blocks and Tracts of the Village and Commercial Sub-association:

<u>Lot #</u>	<u>Block #</u>	<u>Tract</u>
2A-1		Tract 2A
2A-2		Tract 2A
2B		Tract 2B
8A 1		8A
8A 2		8 B
8A 3		8 C
8A 4		8E
8A 5		
1-6	East Entry Commercial Cluster Lots	

**EXHIBIT B:**

**Teton Springs Golf & Casting Club Legal Description:**

Teton Springs Golf & Casting Club is located in the S ½ of Section 14, the N ½ of Section 23, the western 572.23 feet of the S ½ of Section 13 and the N ½ of Section 24 and the western 4578.5 feet of H.E.S. 386, all located in Township 3N, Range 45E, B.M. Teton County, Idaho.

Contains 774.17 acres more or less.