

**REVISED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DRIGGS INDUSTRIAL CENTRE**

This Revised and Restated Declaration of Covenants, Conditions and Restrictions for Driggs Industrial Centre (this "Restated Declaration") is made this 12<sup>th</sup> day of February, 2026, ("**Effective Date**") by the Driggs Industrial Centre Owners Committee, Inc., an Idaho non-profit corporation (the "HOA").

**RECITALS**

- A. On December 21, 2007, the plat for the "Driggs Centre Business Park Phase I" was recorded as Instrument # 194294, records of Teton County, Idaho (the "Plat").
- B. The Plat created fifty-five (55) separate lots, established private roadways, and well lots to be maintained by the HOA as part of the Driggs Centre Business Park Subdivision (the "Subdivision").
- C. The Plat was subsequently amended on April 13, 2022, by Instrument # 275277, records of Teton County, Idaho, which adjusted the boundary line of Lots 52 and 53 within the Subdivision.
- D. On December 21, 2007, Driggs Professional Park, LLC ("Driggs Professional Park"), acting as Declarant, recorded that certain *Declaration of Covenants, Conditions and Restrictions For "Driggs Centre", A Business Park*, were recorded as Instrument # 194296, records of Teton County, Idaho (the "Original Declaration"). The Original Declaration affected and encumbered all of the Lots within the Plat/Subdivision.
- E. On October 14, 2008, Driggs Professional Park as Declaration, amended the Original Declaration by recording that certain *First Amended Declaration of Covenants, Conditions and Restrictions for "Driggs Centre," A Business Park*, as Instrument # 200687, records of Teton County, Idaho (the "First Amendment").
- F. On August 12, 2021, Driggs Industrial Centre, LLC ("Driggs Industrial Centre"), identified as Declarant, recorded that certain document entitled *Declaration of Covenants, Conditions and Restrictions for "Driggs Industrial Centre," A Business Park*, as Instrument # 270364 (the "Second Declaration"). This Second Declaration did not amend, replace, or otherwise reference either the Original Declaration or First Amendment. Nevertheless, the Second Declaration purported to encumber all of the Lots within the Plat/Subdivision and contained notarized signatures of all of the Lot owners within the Subdivision.

- G. Currently, the Subdivision is managed by the HOA, acting as the homeowners association, or “Owners Committee” as referenced in the Original Declaration, the First Amendment, and the Second Declaration.
- H. On August 24, 2023, Driggs Professional Park executed that certain *Termination of Declarant’s Rights for Driggs Centre Business Park*, which was subsequently recorded on August 25, 2023, as Instrument # 282012, records of Teton County, Idaho (“Termination of Original Declarant”). Within the Termination of Original Declarant, Driggs Professional Park terminated any and all of its rights as Declarant under the Original Declaration and First Amendment.
- I. Also on August 24, 2023, Driggs Industrial Centre executed that certain *Termination of Declarant’s Rights for Driggs Industrial Centre, a Business Park aka Driggs Centre Business Park*, which was subsequently recorded on August 25, 2023, as Instrument # 282011, records of Teton County, Idaho (“Termination of Second Declarant”). Within the Termination of Second Declarant, Driggs Industrial Centre terminated any and all of its rights as Declarant under the Second Declaration.
- J. The HOA, on behalf of and with the requisite authority of the Lot owners within the Subdivision/Plat, hereby records this Restated Declaration, which shall fully replace the Original Declaration, the First Amendment, and Second Declaration.

### SECTION 1. DEFINITIONS

- 1.1 **“Association”** – shall mean the Driggs Industrial Centre Owners Committee, Inc., an Idaho non-profit corporation, and its successors and assigns, which exercises powers to carry out the duties set forth in this Declaration.
- 1.2 **“Block”** – shall mean those areas designated as Blocks on subdivision or partition maps according to the records of Teton County.
- 1.3 **“Board”** – shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 1.4 **“Declaration”** – shall mean this Restated Declaration of Covenants, Conditions and Restrictions for the Driggs Industrial Centre.
- 1.5 **“Design Review Committee”** – shall mean the Design Review Committee, which is a committee formed by the Board of the Association which shall be responsible for the approval of plans and specifications for the development of, or improvements in the Driggs Industrial Centre, and the enforcement of rules governing the use and maintenance of Lots and improvements thereon.

- 1.6 **“Improvements”** – shall include but is not limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences, and barriers, retaining walls and stairs, decks, electrical and other utility distribution facilities, hedges, windbreaks, planting, planted trees and shrubs, signs, loading areas and all other structures or exterior landscaping, vegetation, or ground cover of every type and every kind above the land surface. The term “Improvements” shall not include temporary and non-permanent structures, which are defined as those structures erected to fill a temporary need and lasting for hours, days, weeks, or up to one (1) month, including, but not limited to, tents, kiosks, stands, huts, booths, etc.
- 1.7 **“Driggs Industrial Centre”** – shall mean all of the real property now or hereafter made subject to this Declaration.
- 1.8 **“Lot”** – shall mean each lot as shown on the plat for the “Driggs Centre Business Park Phase I,” recorded as Instrument # 194294, records of Teton County, Idaho and which is made subject to this Declaration as Exhibit “A”.
- 1.9 **“Owner”** – shall mean and refers to either all holders of fee title to any Lot, or any other person or persons entitled to possession of the Lot pursuant to a contractor lease requiring that such person or persons pay real property taxes on the Lot.
- 1.10 **“Streets”** – shall mean any street, highway, or other thoroughfare within or adjacent to the Driggs Industrial Centre, and shown on any recorded subdivision or partition map, or survey map or record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.
- 1.11 **“Common Areas”** – shall mean any private road, water, or sewer system, or other Association owned utility service located within or adjacent to the Driggs Industrial Centre which provides ingress and egress access, water, sewer, and other utility service to a Lot.

**SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DRIGGS INDUSTRIAL CENTRE**

- 2.1 **General Declaration Creating the Driggs Industrial Centre.** All of the real property located in Teton County, Idaho, described in **Exhibit A**, is and shall be hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said restrictions are declared and agreed to be in furtherance of the general plans of the subdivision and are established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Driggs Industrial Centre, shall run with all of said

real property for all purposes and shall be binding upon and inure to the benefit of all owners, and their successors in interest as set forth in the Declaration.

### **SECTION 3. ARCHITECTURAL CONTROLS**

Note: None of the following conditions, restrictions or other requirements shall relieve an Owner or their duly authorized representative from the responsibility of complying with all building codes, permits, charges or other obligations required by the State of Idaho or Teton County regarding the construction, modification, improvement or demolition of a structure or other regulated improvement.

- 3.1 **Approval Required and Intent.** No improvements, as defined in Section 1.6 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Design Review Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of external design with the then existing Improvements as to location with respect to topography and finished grade elevations. The primary purpose of the Driggs Industrial Centre is for business operation. While residential uses are allowed, subject to approval of the Design Review Committee, all Owner's recognize, acknowledge, and accept that the operation of business within the Driggs Industrial Centre may take place at all hours of the day, subject to State and Local ordinances and statutes.
- 3.2 **Procedure.** Any Owner proposing to construct any Improvements within the Driggs Industrial Centre, including any exterior alteration, addition, destruction, or modification to any such Improvements shall follow the procedures and shall be subject to the approvals required by Section 3.1. Failure to follow such procedures or obtain such approvals as required by Section 3.1 shall be deemed a breach of this Declaration. The Design Review Committee strongly encourages Owners to submit Preliminary Architectural Review Documents for consideration. This will provide Owners with an opportunity to garner input on their designs prior to expending greater effort and expense. The Preliminary Architectural Review Documents must contain, at a minimum, a site plan sketch (at 1" = 20' scale) and two exterior elevation sketches (at 1/8" = 1'-0"). The exterior materials must be indicated on the elevations.
- 3.3 **Required Final Architectural Review Documents.** Any Owner proposing to utilize, improve or develop real property within the Driggs Industrial Centre shall submit the following items in a single submission for review:
  - A. A site plan showing the location, size, configuration and layout of any building structure or facility (or, where applicable, any alteration, addition,

modification, or destruction thereto) including appurtenant facilities for parking, tanks, storage, loading, deliveries, fences, vehicular and pedestrian traffic and circulation, and utilities plan. The scale of the plans shall be 1 inch = 30 feet or larger.

- B. Architectural plans and drawings showing the nature, style and dimensions of any building structure, facility, fence, wall, barrier, or deck (or, where applicable, any alteration, addition, modification, or destruction thereof) including the exterior material types, colors, appearance, and the type of screening for roof-mounted fixtures and the type of street screening for exterior equipment and for tanks and other exterior storage areas.
- C. A landscape plan showing the nature, type, size, location and layout of all landscaping, vegetation ground cover, landscape and site lighting, walks, major existing vegetation, and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed), together with the location of any proposed signing. The scale of the plans shall be 1 inch = 20 feet or larger.
- D. A site grading plan showing the elevation, slope, and grade of any sitework (including the nature, location and utilization of any removal or filling soil) proposed to be done in conjunction with any proposed improvements, development, modification or destruction of any building structure or facility or of any planting, installation or removal of any landscaping, vegetation, or ground cover. The scale of the plans shall be 1 inch = 20 feet or larger. The required contour interval is 1'.
- E. The Design Review Committee may require the submission of such additional information as may be reasonably necessary to consider any application.

- 3.4 **Architectural Review Fees.** The Design Review Committee will establish and charge reasonable fees for review of applications hereunder and will require such fees to be paid in full prior to review of any application. Compliance fees and deposits will also be required. Architectural Review Fee is initially established at \$1,000.00 for each submittal, which amount shall be deposited into the Association's general and/or reserve fund. The Design Review Committee will provide a response to the submittal within thirty (30) days of receipt. The Architectural Review Fee is non-refundable with Design Review Committee retaining the right to modify the fee as appropriate. The Design Review Committee may employ architects, engineers, or other persons as deemed necessary to perform the reviews of plans, drawings, and completed improvements.

- 3.5 **Review.** All plans and drawings identified in Section 3.3 shall be submitted to the Design Review Committee for review prior to the performance of any proposed work. No plans shall be reviewed until all items specified in this section and the review fee, if any, are submitted. Within thirty (30) days following receipt of such plans and drawings the Design Review Committee shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for Driggs Industrial Centre. In the event the Owner is not notified as to the conformity of the plans with the thirty (30) day review period, the plans are conclusively presumed to be approved as submitted. In the event any aspect of any of the plans does not conform to the Driggs Industrial Centre, development concept, the Owner shall re-submit those non-conforming portions of the plans for review in accordance with the procedures outlined in Section 3.4, and this paragraph. No work may be performed relating to any Improvement unless and until all aspects of all plans required under Section 3.3 have been approved by the Design Review Committee. Any site plans, construction plans or similar plans and drawings submitted to Teton County in connection with the construction of any Improvement in the Driggs Industrial Centre, must bear the prior written approval of the Design Review Committee.
- 3.6 **Architectural Guidelines.** Including and in addition to the specific conditions and restrictions set forth herein, the development concept for the Driggs Industrial Centre shall be determined by the Design Review Committee in accordance with applicable statutes, ordinances, regulations, zoning, and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, shall be published at the Annual Meeting of the Association by the Design Review Committee, but the Design Review Committee shall not be required to do so. All such guidelines shall be in general conformity with this Declaration.
- 3.7 **Inspection.** All work related to any building, structure or facility or any landscaping, vegetation, ground cover or other improvements within the Driggs Industrial Centre, shall be performed in strict conformity with the plans and drawings approved under Section 4. The Design Review Committee shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserve the right to order a stop to all work, if, in good faith; it believes that any such work is non-conforming. In the event that it is determined in good faith by the Design Review Committee that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Design Review Committee or the Board shall not be responsible for any damages, loss, delay, cost, or legal expense occasioned through a stop work notice given in good faith, even if it is ultimately

determined that such work was in conformity with the approved plans and drawings.

- 3.8 **Waiver.** Any condition or provision of this Section 3 may be waived by the Design Review Committee in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the Driggs Industrial Centre. Any such waiver shall not be deemed a general waiver of any aspect of the development concept, or the required procedures and approvals specified under Section 3. The granting of a waiver as to one Owner shall not automatically entitle any other Owner the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by the Design Review Committee and delivered by certified mail to the party claiming the benefit of such waiver.

#### **SECTION 4. REGULATION OF IMPROVEMENTS**

- 4.1 **Minimum Setback Lines.** Any and all buildings, structures, or improvements constructed on a Lot shall comply with all applicable setback requirements under the Teton County Land Development Code.
- 4.2 **Excavation.** Any permanent or temporary excavation shall comply with all applicable provisions of the Teton County Land Development Code. Each Owner of a Lot is responsible for obtaining any necessary State and Local permits before performing any excavation on a Lot.
- 4.3 **Exterior Construction.** Buildings and facilities within the Driggs Industrial Centre shall be designed in a fashion that exudes order, quality, and character in keeping with a well-planned and maintained Business Park. Therefore, buildings must be designed in accordance with the following:
- A. Front facade walls shall be finished with architectural masonry units, natural stone, concrete, or metal panel subject to the approval of the Design Review Committee in accordance with Section 3 herein. Manufactured materials that closely resemble or imitate natural materials may be considered by the Design Review Committee. Vinyl siding is not allowed.
  - B. Eaves, with the exception of flat roof units, shall consist of overhangs that are of appropriate scale relative to height of unit. Roof overhangs are encouraged and may be required on certain Lots at the discretion of the Design Review Committee.
  - C. Roofs materials shall be subject to approval of the Design Review Committee. Metal roofs are required to have a 2:12 minimum slope.

Composition shingle roofs shall have a minimum slope of 3:12. Steeper roofs slopes are encouraged.

- D. Exterior colors shall be compatible with the colors of the natural surroundings and adjacent buildings and are subject to the approval of the Design Review Committee. Walls and roofs shall be of different complimentary colors.
- E. Detached, or accessory structures including, but not limited to, semi-permanent storage units and shipping containers, shall conform to Section 4.4(D). Detached accessory structures shall not be used for livestock purposes. Chicken coops, dog houses, yurts, yard tents and similar structures are not allowed, unless being manufactured or as approved by the Design Review Committee.

#### 4.4 Landscaping

- A. Every Lot on which a building has been constructed shall be landscaped according to plans approved as specified herein and maintained thereafter in a well-kept and maintained condition.
- B. The setback from any street shall be used exclusively for landscaping except for walks and driveways bisecting the required landscape area.
- C. Landscaping as approved by the Design Review Committee shall be installed within one calendar year of occupancy or completion of the building, though expedited landscaping is encouraged. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Design Review Committee.
- D. All areas within improved Lots proposed for future expansion shall be maintained in a weed-free condition.
- E. Borrow pits along roads shall be maintained for water retention and drainage purposes.
- F. Concrete or asphalt steps and walkways to primary service door locations to any Improvements on a Lot are encouraged and may be required per the Design Review Committee.

#### 4.5 Signs.

- A. No sign or monument shall be permitted, other than the following, subject to Teton County requirements:

- (1) Those identifying the name, business and products of the person or firm occupying the premises, and
  - (2) Those offering the premises for sale or lease, provided that such sign shall be removed within thirty (30) days following the sale of said premises.
- B. Signs shall conform to setback lines with one (1) ground monument sign allowed per lot.
- C. Signs and identifications on building sites shall be a minimum of four (4) square feet and a maximum of thirty-two (32) square feet in size approved by the Design Review Committee in writing. For multi-tenant buildings, each tenant may be allowed one additional wall mounted sign not to exceed sixteen (16) square feet. All changes to the above must be requested in writing for approval by the Design Review Committee.
- D. Political signs as defined in Idaho Code Section 55-3209, provided that such political signs do not threaten public health or safety, violate any applicable ordinance, State Statute, or Federal law, or that is accompanied by sound or music.
- E. Display of those flags identified in Idaho Code Sec. 55-3210 (a) – (d), provided that any flagpole must first be approved by the Design Review Committee.

#### 4.6 **Parking Areas.**

- A. General. Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitors, and company vehicles on the site. On-street parking is strictly prohibited. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section. All parking shall be in conformance with applicable Teton County ordinances.
- B. Parking shall not be permitted between public and/or private street pavement and property line;
- C. The parking requirements may be modified by the Design Review Committee as to any particular site, provided such modification is in writing.

#### 4.7 **Storage Areas.**

- A. The creation of any Permanent Storage Area shall be subject to review and approval by the Design Review Committee. For purposes of this Section, Permanent Storage Area shall mean any open or partially covered area upon a Lot where an Owner stores or keeps any equipment, vehicles, construction materials, garbage, grass clippings, or the like, for more than a three (3) day consecutive period. All Permanent Storage Areas, and the items kept therein, shall be kept neat and orderly so as not to create a visual nuisance. No materials, supplies or equipment shall be stored within a respective Lot's setbacks or along main roadways. Trash, debris, construction materials and other materials prone to being blown by wind shall be covered and/or contained to eliminate debris on adjacent lots.
- B. Refuse collection areas shall be out of site of the main corridor or access, roads, and/or landscaped screened from streets. No refuse collection areas shall be permitted between a street and the front of any building. Utility meters and installation of meters are restricted to the rear and sides of any building unless approved by the materials, supplies or equipment stored outdoors shall as provided in Section 3 herein.

4.8 **Fences and Landscape Screening.** Proposed fence designs and/or proposed landscape screening must be reviewed and approved by the Design Review Committee prior to construction. To achieve continuity from lot to lot and throughout the Driggs Industrial Centre, the following standards shall apply to any application to the Design Review Committee to construct any fence on a Lot:

A. Materials

- 1. Walls must be constructed of high-quality materials including decorative blocks, brick, stone, cast-stone, split-faced block, or other material approved by the Design Review Committee.
- 2. Fences must be constructed of high-quality materials including wood, wrought iron, composite fencing, PVC, aluminum, metal, or other materials approved by the Design Review Committee.
- 3. No wall or fence may be constructed of tires, junk, or other discarded materials.

B. Location

- 1. No wall or fence may be located within any required drainage or utility easement.

4.8.1 Any and all outdoor entertaining space, such as pavilions, gazebos, sport courts, amphitheaters, and the like, shall be screened from the street and adjacent

neighboring lots by the primary structure and/or an approved privacy fence if necessary.

4.8.2 Any and all auxiliary equipment, including, but not limited to clothes lines, trampolines, hot tubs, saunas, pools, fire pits, and permanent outdoor cooking facilities shall be screened from the street and adjacent neighboring lots by the primary structure and/or an approved privacy fence if necessary.

- 4.9 **Maintenance and Improvement of Grounds.** Each Lot within Driggs Industrial Centre shall be maintained in a clean and attractive condition, kept in good repair, and maintained in such a fashion as not to create a fire hazard, and shall comply with all State and local statutes and ordinances, including, but not limited to, those promulgated by the City of Driggs. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, fences, walks and other exterior improvements and glass surfaces. All re-painting or re-staining and exterior remodeling, unless completed to match original surfaces as initially approved by the Design Review Committee. Each Owner shall keep all shrubs, trees, grass, and planting of every kind on the Owner's Lot neatly trimmed and properly cultivated and keep all areas of the Lot free of trash, weeds, excess building materials, and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be restored by the Owner within a reasonable period of time.
- 4.10 **Antennas, Cell Towers, and Satellites.** Over-the-air reception and transmission devices may be permitted within Driggs Industrial Centre, subject to non-interference of aeronautical uses, subject to the pre-approval the Design Review Committee and landscaped in such a way as to blend in with the natural surroundings or be wholly enclosed within a building structure. The Design Review Committee shall promulgate rules regarding the regulations of Antennas, Cell Towers, and Satellites installed on any Lot or Improvement, and said rules shall comply with state and federal laws, including, but not limited to, 47 CFR §1.4000.
- 4.11 **Water Meters.** Concurrent with the construction of any Improvement that is to be serviced by water and/or sewer utility services on a Lot within Driggs Industrial Centre and subject to preapproval by the Design Review Committee in accordance with Section 3, the Owner of said Lot shall install, and maintain, at the Owner's expense, a water meter to service and regulate the supply of water and sewer utilities to said Lot.
- 4.12 **Accessory Dwelling Units.**

4.12.1 Detached Accessory Dwelling Units are strictly prohibited. For purposes of this Declaration, Detached Accessory Dwelling Units shall mean an independent, self-contained, living space with its own kitchen or kitchenette, bathroom, and sleeping area, that does not share a common wall, roof, or other connecting feature or structure with the primary residence on the Lot.

4.12.2 A maximum of two (2) of Attached Dwelling Units may be allowed on a Lot, subject to preapproval by the Design Review Committee subject to the regulations within this section. For purposes of this Declaration, Attached Dwelling Units shall mean an independent, self-contained, living space with its own kitchen or kitchenette, bathroom, and sleeping area, that shares a common wall, roof, or other connecting feature or structure with the primary residence on the Lot. The total square footage of all Attached Dwelling Units shall not exceed 1,500 square feet and shall not exceed 50% of the total square footage of any given building. All Attached Dwelling Units shall integrate aesthetically with existing buildings and shall have a minimum of two dedicated parking spaces per Attached Dwelling Unit.

**4.13 Livestock and Domestic Pets.**

4.13.1 No more than three (3) domestic pets are allowed per independent residential space on a Lot. A domestic pet means an animal which is normally kept inside a dwelling, including dogs, cats, parrots, and similar-sized animals, but does not include livestock.

4.13.2 No Lot may contain livestock if some or all of the Lot is dedicated to residential uses. Livestock includes, but is not limited to, cattle, sheep, horses, goats, turkeys, chickens, quail, rabbits, and other domestic animals ordinarily raised or used on the farm.

4.14 **Driveways.** All access driveways shall have a wearing surface approved by the Design Review Committee of asphalt, concrete, crushed gravel, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.15 **Lot Splits.** No Lot may be split in such a way that creates lots that are smaller than one (1) acre. The Owner of the Lot shall be solely responsible for all costs associated with subdividing his or her Lot, including, but not limited to, all necessary plat amendments.

4.16 **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon a Lot, including the Common Area or vacant Lots, and no odor shall be permitted to arise therefrom so as to render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Lot or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Driggs City Code and Teton County

Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Lot so as to be offensive or detrimental to the Lot or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Lot without the prior written approval of the Association.

- 4.17 **Exterior Maintenance, Owner's Obligations.** No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association may fine or begin any enforcement procedures consistent with this Declaration and State Law.
- 4.18 **Drainage.** There shall be no interference with the established drainage pattern over any portion of the Lot, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Design Review Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which currently exists at the time of recordation of the Declaration.

## **SECTION 5. REGULATION OF OPERATIONS**

### **5.1 Permitted Operations and Uses.**

6. Unless otherwise specifically prohibited herein, any industrial or commercial operation and use permitted in accordance with Teton County conditional use approval for Driggs Industrial Centre, will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as, but not limited to, vibration, sound, electric-mechanical disturbance, radiation, air or water pollution, dust, emission odorous, toxic or non-toxic matter. All lighting is to be shielded and confined with property lines in accordance with Teton County "Night Sky" zoning ordinance.
6. Although the Driggs Industrial Centre, is zoned M-1 under the Teton County Zoning Ordinance in place at the time of acceptance and

recordation of the plat, the following operations and uses are specifically prohibited in the Driggs Industrial Centre:

1. Campground/RV Park;
2. Kennel/boarding of animals;
3. Truck stop;
4. Veterinary clinic/hospital;
5. Airport;
6. Airport landing strip;
7. Gravel pit;
8. Motorcycle/powersports/auto racetrack/club;
9. Processing plant for agriculture products, unless specifically allowed by the Design Review Committee for small scale packaging/manufacturing that does not create a nuisance;
10. Salvage yard;
11. Sanitary landfill/garbage disposal site, public; and
12. Daycare

5.2 **INTENTIONALLY OMITTED**

- 5.3 **Exterior Lighting Restrictions.** The intent of the lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Area lighting shall have concealed light sources and shall be no brighter than a 60-watt incandescent light. Lights shall be shielded so that no light is projected above the horizontal. Lighting shall be “down” type and shall not radiate out from the property. Motion sensor lights are encouraged. In all cases, excessive glare to neighboring properties shall be avoided. Flashing, blinking, or moving lights shall not be used except for decorative lighting during the Christmas season, which shall begin on December 1 in any given year and extend to January 15 in the following year. Protection of “night skies” is an important benefit of this Exterior Lighting Restriction and is required in accordance with Section 9-4-12, Outdoor Lighting, of the Teton County Subdivision Ordinance, as amended 01-24-05.

**SECTION 6. COVENANT FOR ASSESSMENT**

- 6.1 **Purpose of Assessment.** The Assessments levied by the Association shall be used to enforce the terms of this Declaration and pay for any and all services and maintenance of the Common Areas for the benefit of the Owners and occupants of Lots, and to acquire and ensure proper operation and maintenance of Common Areas. Permissible Assessments include the cost and expense of acquisition, improvement, and maintenance of the Common Areas, including roads, sewer

service, water service, fire protection, fencing, landscaping, irrigation, lighting, and signage within the Driggs Industrial Centre.

- 6.2 **Creation of the Lien and Personal Obligation of Assessments.** There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lot upon recordation of a claim of lien with the Teton County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.
- 6.3 **Nature of Assessments.** The assessments levied by the Association shall be used for the acquisition, operation, and maintenance of Common Areas. After consideration of current operating costs and future needs, the Association may fix a regular flat assessment upon a monthly, quarterly, or annual basis. The regular periodic flat charges must be fixed at a uniform rate for all Lots may be collected on a monthly, quarterly, or annual basis as established by the Association at the annual meeting preceding the establishment of the assessment.
- 6.4 **Special Assessments.** In the event that the Board of the Association shall determine that its respective regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Areas, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.
- 6.5 **Owner's Responsibility.** Except as otherwise provided in this Declaration or by written agreement with the Association, all maintenance of the Lots and structures, landscaping, parking areas, and other Improvements thereon, shall be the sole responsibility of the Owner thereof, who shall maintain such Lot

in accordance with standards acceptable to the Association. The Association may assume the maintenance responsibilities of such Owner if, in the opinion of Association, the level and quality of maintenance being provided by such Owner does not satisfy such standard. Before assuming the maintenance responsibilities, the Association shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within thirty (30) days after mailing of such written notice, the Association may proceed. The expenses of such maintenance by the Association shall be reimbursed to the Association by the Owner, together with interest as provided in paragraph 6.6 below. Such charges shall be assessments and a lien on the Lot as provided in paragraph 6.2 herein. A breakdown of any expenses and costs incurred by the Association will be provided to the Owner.

- 6.6 **Assessment Dates.** All Lots shall be subject to the annual, quarterly, or monthly assessments provided for herein effective the first day of the month following the month an Owner takes possession of any Lot. The Association shall fix the amount of the regular assessment at the annual meeting preceding the assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association at the annual meeting.
- 6.7 **Remedies for Nonpayment of Assessment.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser rate of 10% per annum or the highest rate allowed by law per annum. The Association shall record in the office of the County Recorder of Teton County, State Of Idaho, within thirty days after delinquency, an acknowledged statement of the amount of any such charges or assessments, together with interest, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and record a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses, and a reasonable attorney's fee for the recording and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the notice of delinquency thereof is recorded in the in the office of the County Recorder, until the same has been paid or released as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to mortgage liens upon real property, as provided in the Idaho Code. The Owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Association of the processing and, if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability of the assessments provided for herein by nonuse of his Lot.

- 6.8 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of any first mortgage and/or trust deed now or hereafter placed upon said property or any part thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessment as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
- 6.9 **Disclosure of Fees and Financial Disclosures.** The Association shall comply with Idaho Code Sec. 55-3205 regarding the disclosure of fees and financial disclosures.

#### **SECTION 7. DRIGGS INDUSTRIAL CENTRE OWNERS COMMITTEE**

- 7.1 **The DICOC.** The Association shall be governed by the Driggs Industrial Centre Owners Committee ("DICOC"). The DICOC shall be governed by a Board of Directors consisting of at least three members but shall not exceed five members. The method of electing the members of the Board of Directors and their respective terms shall be set forth in the Association's Bylaws.
- 7.2 **Membership.** Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to a Lot. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.
- 7.3 **Voting.** For voting purposes, the Association shall have one (1) class of Members. Specifically, the Owners shall be entitled to cast one (1) vote for each Lot owned by such Owner on the day of the vote.
- 7.4 **Fractional votes shall not be allowed.** If the Owner of a Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will

thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

## **SECTION 8. DURATION AND AMENDMENT OF THIS DECLARATION**

- 8.1 **Duration.** This Declaration shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by Owners of not less than seventy-five percent (75%) of the total Lots subject to this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period the Declaration is terminated as set forth above in this section.
- 8.2 **Amendment.** This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any part thereof with a written consent of the Owners of seventy-five percent (75%) of the total Lots subject to the restrictions. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Teton County, Idaho.

## **SECTION 9. ENFORCEMENT**

- 9.1 **Right to Enforce and Fine.** This Declaration shall be specifically enforceable by the Association or by any Owner of any Lot in the Driggs Industrial Centre. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition. The Association expressly has the power and authority to impose a fine upon any Owner for violation of this Declaration pursuant to Idaho Code Sec. 55-3206. The Association, or its agents, shall promulgate a fine schedule that shall be disseminated to all Owners outlining the

monetary penalty for various violations of the Declaration, including repeat or habitual violations. The Association, or its agents, shall comply with the due process and notice procedures outlined in Idaho Code Sec. 55-3206 before fining any Owner.

- 9.2 **Attorney Fees.** In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney's fees and costs incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

#### **SECTION 10. BINDING EFFECT**

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in the Driggs Industrial Centre, and shall bind, benefit, and burden each Lot in the Driggs Industrial Centre, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind all Owners of any Lot in the Driggs Industrial Centre, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in the Driggs Industrial Centre. The use restrictions and regulations set forth in this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as the Driggs Industrial Centre, and their successors in interest as set forth in this Declaration including any person who holds such interest as security payment or an obligation including any mortgagee or otherwise holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the undersigned execute this Declaration and certify that this Declaration has received the written consent of 75% of all Lot Owners within Driggs Industrial Centre.

**DRIGGS INDUSTRIAL CENTRE  
OWNERS COMMITTEE, INC.,**

  
By: Nate Mosteller  
Its: HOA Board member



**EXHIBIT A**

**TRACT 4:**

The South Half Northeast Quarter Northwest Quarter and the North Half South Half Northwest Quarter of Section 31, Township 5 North, Range 46 East, Boise Meridian, Teton County, Idaho.

**LESS AND EXCEPTING** therefrom a strip of land 70 feet wide, the easterly line of which is parallel and coincident with the easterly line of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 31, Township 5 North, Range 46 East, Boise Meridian, Teton County, Idaho. The Sidelines of said 70 foot wide property to begin at the southerly line of said Northeast Quarter of the Southeast of the Northwest Quarter of said Section 31 and to terminate at the northerly line of said North east Quarter of the Southeast Quarter of the Northwest Quarter of said Section 31.

**NOW KNOWN AS**

**ALL of DRIGGS CENTRE BUSINESS PARK PHASE 1, ACCORDING TO THE PLAT RECORDED DECEMBER 21, 2007, AS INSTRUMENT NUMBER 194294, RECORDS OF TETON COUNTY, IDAHO.**

**LESS AND EXCEPTING THEREFROM LOTS 2, 3, 5, 6, 7, 8, 9, 10, 13, 14, 15, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54 and 55 BUSINESS PARK PHASE 1, ACCORDING TO THE PLAT RECORDED DECEMBER 21, 2007, AS INSTRUMENT NUMBER 194294, RECORDS OF TETON COUNTY, IDAHO.**

**TRACT 5:**

**LOT 7, 13, 14, 15, 45, 48, 51, and 55, DRIGGS CENTRE BUSINESS PARK PHASE 1, ACCORDING TO THE PLAT RECORDED DECEMBER 21, 2007, AS INSTRUMENT NUMBER 194294, RECORDS OF TETON COUNTY, IDAHO.**

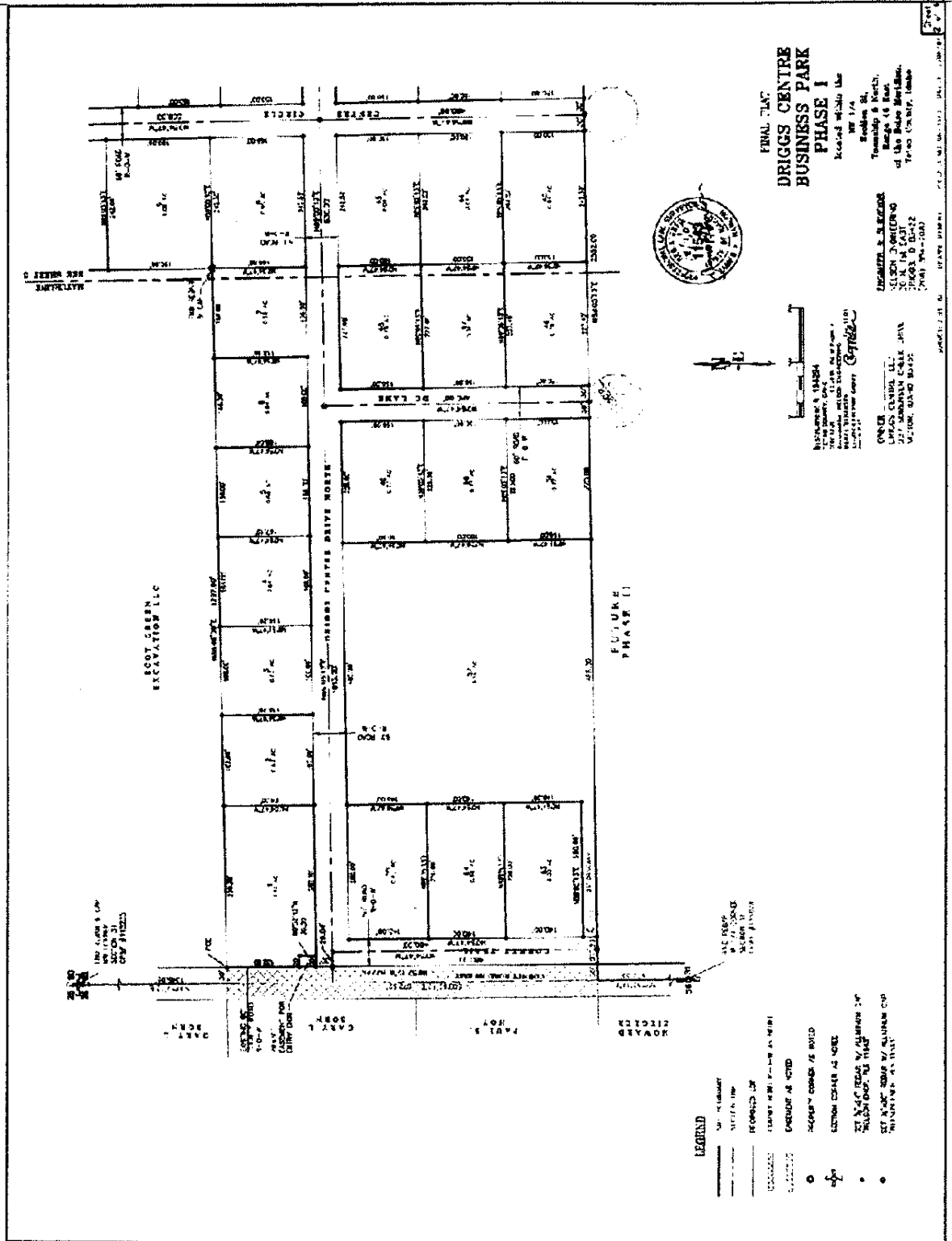
**TRACT 6:**

**LOT 2, 3, 5, 6, 8, 9, 10, 18, 19, 20, 22, 23, 24, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 43, 44, 46, 47, 49, 50, 53, and 54 DRIGGS CENTRE BUSINESS PARK PHASE 1, ACCORDING TO THE PLAT RECORDED DECEMBER 21, 2007, AS INSTRUMENT NUMBER 194294, RECORDS OF TETON COUNTY, IDAHO.**



Driggs Centre Business Park  
Sec 31, Twp 5N, Rng 45E

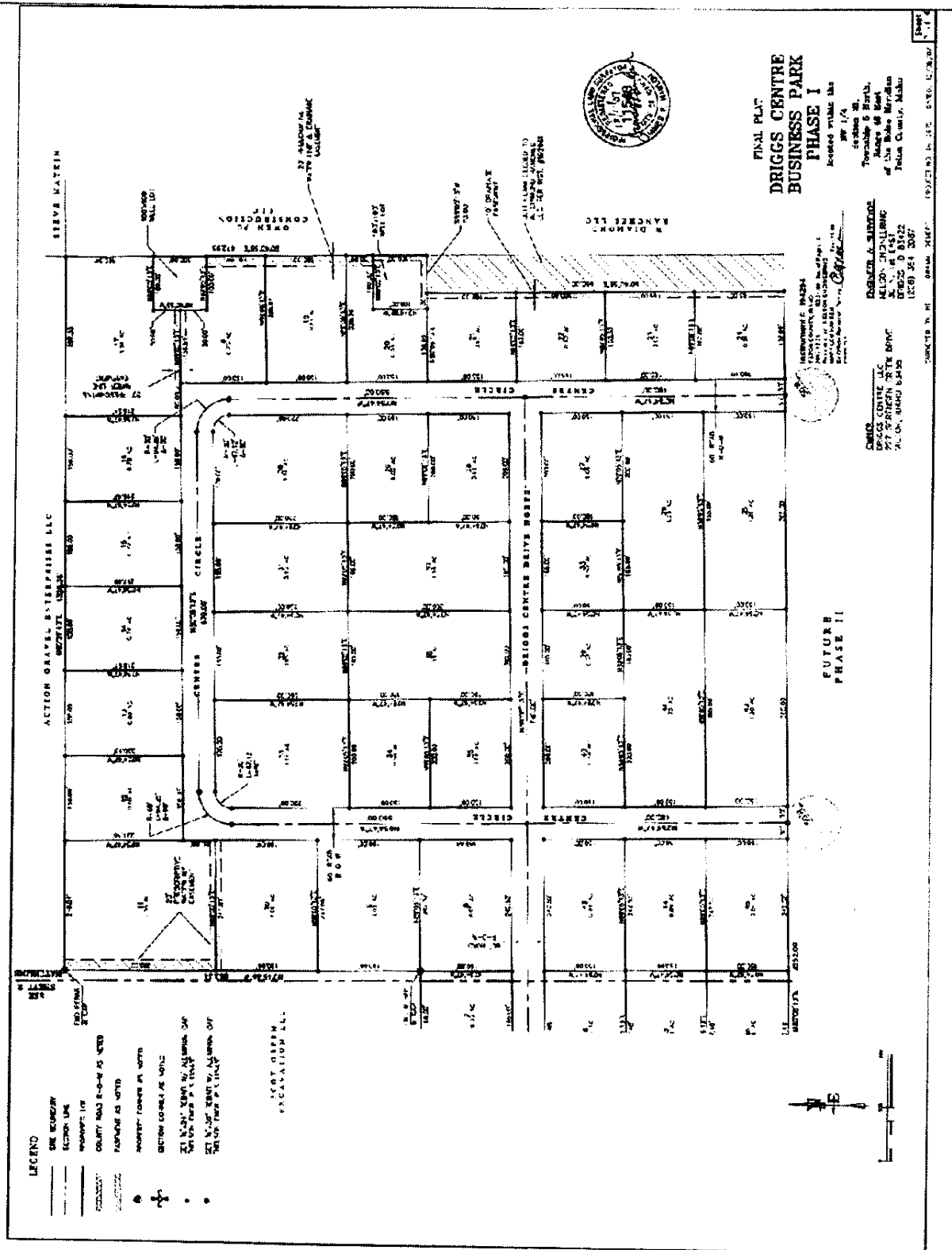
194294



COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR DRIGGS INDUSTRIAL CENTRE – P. 23

Driggs Centre Business Park  
Sec 31, Twp 5N, Rng 48E

94284



COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR DRIGGS INDUSTRIAL CENTRE - P. 24

