



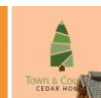
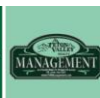
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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND

RESERVATIONS FOR BADGER CREEK RANCH

THIS DECLARATION is made this 4 day of MAY, 2001, by Knight Ranch L.L.P., an Idaho Limited Liability Partnership to become effective upon its recordation in the Office of the Office of the Clerk of Teton County, Idaho.

RECITALS:

WHEREAS, Knights Ranch L.L.P. is the Owner of Badger Creek Ranch, the plat of which is duly recorded in the Office of the Teton County, Idaho Clerk in the County of Teton, State of Idaho.

WHEREAS, Knights Ranch L.L.P. desires to subject Badger Creek Ranch Subdivision to the easements, restrictions, covenants, conditions, reservations, charges and liens set forth in this Declaration for the benefit of the real property and each Owner thereof and to preserve the values and appearances of this residential community.

NOW, THEREFORE, Knights Ranch L.L.P. hereby declares that Badger Creek Ranch Subdivision shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration and its restrictions, covenants, conditions, reservations, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), which Covenants and Restrictions shall run with the real property and be binding on all parties having any right, title or interest in the property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

ARTICLE I

GENERAL PROVISIONS

Section 1. **Approved Land Use.** Lots 1 through 12 shall be used exclusively for residential purposes. No more than one family (including servants and non-paying guests) shall occupy such residence. However, this section does not prevent the construction of a guest house in accordance with these covenants; Also any artist, artisan or craftsman may pursue his artistic calling if such artist, artisan or craftsman also use the lot for residential purposes, is self-employed, has no employees working on said lot and does not advertise any product or work upon such lot.

Section 2: **Building Envelopes.** No structure of any kind shall be built outside of the building envelope as designated on attached Exhibits.

Section 3. **Primary Residence.** No principal residence buildings shall be constructed on lots 4,5,6,10,11, and 12 with a fully enclosed interior floor space of less than 2,100 square feet (minimum) or exceed 6000 square feet (maximum), exclusive of basements, garages, porches, patios, decks, balconies and overhangs. No principal residence buildings shall be constructed on lots 1,2,3,7,8,9 with a fully enclosed interior floor space of less than 2,400 square feet (minimum) or exceed 7,500 square feet (maximum), exclusive of basements, garages, porches, patios, decks, balconies and overhangs. No garage shall be constructed except as an integral part of the residence it is intended to serve. All building structures are subject to approval of the Architectural Control Committee (ACC), as defined in Article II.

Instrument # 142631

BADGER CREEK RANCH SUBDIVISION RESTRICTIVE COVENANTS

DRIGGS, TETON, IDAHO

PAGE 1 of 16

2001-05-17 04:09:20 No. of Pages: 23

Recorded for KNIGHTS RANCH

NOLAN G. BOYLE

Fee: 69.00

Ex-Officio Recorder Deputy

M. Wade

142631

Section 4. Secondary Residence (Guest House). In addition to the principal residence building, a guest house may be erected upon each lot for the convenience of the lot owner and not for rental purposes. If it is the intention of the owner to build the guest house before the primary residence the ACC has the right to choose the placement of the guest house within the building envelope. No guest house shall be constructed on lots 4,5,6,10,11, and 12 with a fully enclosed interior floor space of less than 700 square feet (minimum) or exceed 1000 square feet (maximum) exclusive of basements, garages, porches, patios, decks, balconies and overhangs. No guest house shall be constructed on lots 1,2,3,7,8,9 with a fully enclosed interior floor space of less than 800 square feet (minimum) or exceed 1,100 square feet (maximum) exclusive of basements, garages, porches, patios, decks, balconies and overhangs. No lot may have more than one guest house. Garages, caretaker units, storage sheds and other accessory buildings may not be used as an additional guest house.

Section 5. Building Height. The maximum building height of any structure on lot 4,5,6,7,8,9, and 11 shall not exceed 28 feet. The principal residence and guest house may be two stories, but the second story may not be more than 30% of the perimeter of the building "footprint" so as to assure varied roof-lines and adequate porches, etc., and to avoid "Suitbox" type construction. All designs are subject to ACC approval.

Section 6. Accessory Structures. Storage buildings, stables, and children's play equipment may be allowed in some areas and are subject to review and approval of the ACC. The design of any such structure must be highly integrated and consistent with the architectural style of the home and compatible with the surroundings. Such structures must be within building envelopes and screened by landscaping. Children's play equipment, trampolines, tennis courts and other similar outdoor recreational features are only allowed in rear yard.

Section 7. Lot Splitting and Consolidation. No lot may be split. Two or more contiguous lots within the subdivision may be combined, provided notice of the intent to consolidate such lots is filed with the Architectural Control Committee. Such consolidated lots may thereafter be treated as one building site, and such site may be subject to these restrictions the same as a single lot, except for the purpose of levying and collecting assessments. The Site Committee will consider authorization of guest houses on two or more consolidated lots.

Section 8. Roads. The Declarant or subsequent Owners Association shall have ownership, easement and control over all roads shown by the aforesaid plat of the subdivision or any additions thereto. Nothing contained in this declaration or in the recordation of the aforesaid plat or any future subdivision plats shall be construed as a dedication of such roads for public use, nor shall it be construed as an easement for right-of-way for the public use. Declarant shall be required to construct, or cause to be constructed, roads in accordance with the Road Plans as filed and recorded with the Badger Creek Ranch subdivision plat and must be in compliance with the terms and conditions of said plat as approved by Teton County authorities. Declarant hereby grants a perpetual non-exclusive easement of right-of-way over such roads for ingress and egress and for required utility easements to each of the Owners of the Lots as shown on the plats of the subdivision and such easement shall be appurtenant to and shall pass with the transfer of interest in any Lot. The Declarant shall transfer, grant, or assign, at no cost, ownership of the roads established in the subdivision to an Association to be composed of Owners within the subdivision. Upon any such transfer of title, the Association shall have control and maintenance responsibilities of the roads and shall make any reasonable regulations for the control and use of such as set forth herein or as amended in the future.

Section 9. MAINTENANCE OF THE DEDICATED ROADS (a) The Declarant shall be responsible for the initial construction of the dedicated roads within the subdivision. (b) Thereafter, the cost of maintenance, repair, improvement, construction or reconstruction and preservation of the road shall be prorated among all Lot Owners of the subdivision. Unsold Lots are exempt from this provision. (c) The road shall be maintained to a standard functionally equivalent to its condition as initially constructed. (d) If the road or any portion thereof is damaged by the use of farm, construction, or other heavy vehicular traffic, then the responsibility of the repair shall be borne by the Lot Owner responsible for damaging or permitting the damage to occur, inclusive of family, guests or invitees authorizing the use of said road to that vehicular traffic, or in the event that the need for maintenance and repair is caused by the willful act or neglect of the Owner, his or her family, guests or invitees, such repairs and maintenance may be undertaken by the Declarant or subsequent Owners Association and the cost thereof shall become a debt to which such Owner is subject, provided that the Declarant or subsequent Owners Association gives the Owner thirty (30) days written notice of its intention to invoke the provisions of this paragraph. If the Owner fails or refuses to commence repairs within fifteen (15) days thereafter, the Declarant or subsequent Owners Association shall be authorized to commence repairs and invoke the provisions of this paragraph. (e) Any property Owner failing to contribute his or her prorata share of the cost of maintenance can be charged by the Owners Association for his or her proper share. Such charge, along with the cost of collection, including attorney's fees in the amount of twenty-five percent (25%) of such charge, may be collected by any legal process available for the collection of debts, including foreclosure.

Section 10. Maintenance of the Bridge and Maintenance of Common Lot 13.

(a) The Declarant shall be responsible for the initial construction of the bridge within the subdivision. (b) Thereafter, the cost of maintenance, repair, improvement, construction or reconstruction and preservation of the bridge shall be prorated among all Lot Owners of the subdivision. Unsold Lots are exempt from this provision. (c) The bridge shall be maintained to a standard functionally equivalent to its condition as initially constructed. (d) If the bridge or any portion thereof is damaged by the use of farm, construction, or other heavy vehicular traffic, then the responsibility of the repair shall be borne by the Lot Owner responsible for damaging or permitting the damage to occur, inclusive of family, guests or invitees authorizing the use of said bridge to that vehicular traffic, or in the event that the need for maintenance and repair is caused by the willful act or neglect of the Owner, his or her family, guests or invitees, such repairs and maintenance may be undertaken by the Declarant or subsequent Owners Association and the cost thereof shall become a debt to which such Owner is subject, provided that the Declarant or subsequent Owners Association gives the Owner thirty (30) days written notice of its intention to invoke the provisions of this paragraph. If the Owner fails or refuses to commence repairs within fifteen (15) days thereafter, the Declarant or subsequent Owners Association shall be authorized to commence repairs and invoke the provisions of this paragraph. (e) Any property Owner failing to contribute his or her prorata share of the cost of maintenance can be charged by the Owners Association for his or her proper share. Such charge, along with the cost of collection, including attorney's fees in the amount of twenty-five percent (25%) of such charge, may be collected by any legal process available for the collection of debts, including foreclosure.

The Declarant or subsequent Owners Association shall have ownership and control over the common lot 13 shown by the aforesaid plat of the subdivision or any additions thereto. The Declarant shall transfer, grant, or assign, at no cost, ownership of the common lot 13 to an Association to be composed of Owners within the subdivision. Upon any such transfer of title, the Association shall have control and maintenance responsibilities of common lot 13 and shall make any reasonable regulations for the control and use of such, as set forth herein or as amended in the future. Common lot 13 shall never be used as a residential lot. It may be used as open space

and/or common recreational area for use of the lot owners. Any capital improvements, such as a common stables, shall be approved by majority of eighty-five percent of the lot owners. The cost of maintenance, repair, improvement, construction or reconstruction and preservation of common lot 13 and its improvements shall be prorated among all Lot Owners of the subdivision. Unsold Lots are exempt from this provision. In the event that the need for maintenance and repair is caused by the willful act or neglect of the Owner, his or her family, guests or invitees, such repairs and maintenance may be undertaken by the Declarant or subsequent Owners Association and the cost thereof shall become a debt to which such Owner is subject, provided that the Declarant or subsequent Owners Association gives the Owner thirty (30) days written notice of its intention to invoke the provisions of this paragraph. If the Owner fails or refuses to commence repairs within fifteen (15) days thereafter, the Declarant or subsequent Owners Association shall be authorized to commence repairs and invoke the provisions of this paragraph. (e) Any property Owner failing to contribute his or her prorata share of the cost of maintenance can be charged by the Owners Association for his or her proper share. Such charge, along with the cost of collection, including attorney's fees in the amount of twenty-five percent (25%) of such charge, may be collected by any legal process available for the collection of debts, including foreclosure.

Section 11. Wells. Declarant shall construct two wells for the purpose of fire protection. The Declarant shall transfer, grant, or assign, at no cost, ownership of the fire protection wells established in the subdivision to an Association to be composed of Owners within the subdivision. Upon any such transfer of title, the Association shall have control and maintenance responsibilities of the two fire protection wells and shall make any reasonable regulations for the control and use of such, as set forth herein or as amended in the future. Thereafter, the cost of maintenance, repair, improvement, construction or reconstruction and preservation of the fire protection wells be prorated among all Lot Owners of the subdivision. Unsold Lots are exempt from this provision. If the fire protection wells or any portion thereof is damaged by any Lot owner, then the responsibility of the repair shall be borne by the Lot Owner responsible for damaging or permitting the damage to occur, inclusive of family, guests or invitees, or in the event that the need for maintenance and repair is caused by the willful act or neglect of the Owner, his or her family, guests or invitees, such repairs and maintenance may be undertaken by the Declarant or subsequent Owners Association and the cost thereof shall become a debt to which such Owner is subject, provided that the Declarant or subsequent Owners Association gives the Owner thirty (30) days written notice of its intention to invoke the provisions of this paragraph. If the Owner fails or refuses to commence repairs within fifteen (15) days thereafter, the Declarant or subsequent Owners Association shall be authorized to commence repairs and invoke the provisions of this paragraph. (e) Any property Owner failing to contribute his or her prorata share of the cost of maintenance can be charged by the Owners Association for his or her proper share. Such charge, along with the cost of collection, including attorney's fees in the amount of twenty-five percent (25%) of such charge, may be collected by any legal process available for the collection of debts, including foreclosure.

Section 12. Hazardous Activities. No activities shall be conducted on any Lot and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and No hunting is allowed within any lot boundary. No open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace. Snowmobiles and motorcycles may not be ridden on any lot with the exception that they are being used as a means of transportation to ingress and egress from the Owner's home within the designated driveway.

For fire safety, the owner must remove all deadwood and debris from within 50 feet of any buildings.

Section 13. Pets and Animals. No horses, cows, goats, sheep, poultry, fowl, or insects of any kind, or any other livestock will be permitted on any Lot with the following exceptions. Up to four horses may be maintained on lots 3, 7, 8, 9, 11 and 12. No other animals shall be kept on any Lot except an aggregate of two (2) domesticated dogs or cats, and domesticated birds and fish and then only if kept as indoor pets. All dogs must be kept on a hand-held leash except when on their Owner's own Lot. No animal or other pet of any kind shall be permitted which in the opinion of the Board might be dangerous or which makes an unreasonable amount of noise or odor or is a nuisance. Any dog caught chasing wildlife shall be removed from the subdivision. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No poultry may be kept on any Lot. No rare, exotic or unusual animals or other pets (except non-dangerous birds and fish) shall be kept on any Lot without the prior written approval of the Board. Each Owner shall be responsible for cleaning up after his/her pet.

Section 14. Fences. No Boundary fencing around the entire exterior lot lines of any Lot will be permitted. Fences shall be allowed where appropriate and necessary for screening, security, containment or aesthetic purposes, but only upon review and approval of the ACC. All fences must be designed to be architecturally compatible with the homes and surroundings. The design of all fences should incorporate landscaping and other aesthetic features (trellises, arbors, unique paving) at the main gateways. Fences may not be higher than 6 feet above grade (average height). All fences must be kept in good repair. Fences along a public frontage must include landscape plantings on the public side to reduce the visual length of the fence. Such plantings are to be reviewed and approved by the ACC. Dog runs and doghouses will be discouraged in areas visible to the public. However, they may be allowed subject to review and approval of the ACC, which shall require landscape screening and other mitigation. Chain link fences are not allowed.

Section 15. Storage. No trailer, boat of any kind, tractors/trailers, or trucks in excess of (6,000 pounds gross weight) motor home, recreation vehicle (RV's), snowmobile, inoperable automobiles, camping vehicles, camper tent, trailer shack, tent or other structure of a temporary character shall be erected or allowed at any time be stored or parked on any Lot outside of a garage or on public streets, except temporary structures used by contractors and the Declarant for the purposes of construction and sales of residential structures and Lots. This also applies to all vehicles parked outside for periods longer than one week.

Section 16. Garbage and Refuse Storage and Disposal. Household trash and garbage shall be regularly collected and kept in the bear proof containers. No Lot shall be used or maintained as a dumping ground for rubbish or other debris, except as approved by Declarant. Trash, garbage, recycle materials, or other debris or waste shall be kept sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall not present an unsightly condition, and shall be enclosed or screened from the public view.

Section 17. Lot Maintenance. Any Lot purchased and not improved on or built upon shall be maintained by its Owner. Vegetation must be maintained, grasses cut, debris picked up and erosion of soils prevented. Lot appearance must be kept compatible with adjoining properties. Unsightly growth not compatible with adjoining properties and standing refuse piles shall not be allowed to exist. Nothing herein contained in this section shall require the owner to landscape, sod, seed, or plant any living thing prior to completion of the construction of the improvements.

Section 18. **Standards.** All uses of the Lots shall, at a minimum, comply with the Declaration and the applicable ordinances and regulations of the applicable governmental authority. The standards herein contained shall be considered as requirements in addition to said zoning and other applicable ordinances and regulations

Section 19. **Landscape Plan.** Owners shall be charged with the responsibility for the installation and maintenance of an approved landscaping plan. It shall be the responsibility of the Owner to maintain such plantings and landscaping and appropriate exterior lighting.

Section 20. **Maintenance and Repair.** In order to preserve the uniform and high-standard appearance of the Property, each Owner undertakes responsibility for maintenance and repair of the exterior of his Living Unit, private yard area and private driveway on the Lot.

Section 21. **Parking.** Parking shall be prohibited along Knight's Way. All vehicles must be parked in driveways, garages, or designated parking spaces within building envelopes.

Section 22. **Mailboxes, Newspaper Delivery Boxes.** All Lot Owners shall purchase and use the mail box and support post which have been approved and authorized by the ACC. Mail box post installation shall be at locations as provided and designated by the U.S. Postmaster and the ACC. All newspaper Delivery boxes shall be incorporated into the design of the mailbox support post design. The Owner shall maintain all mailbox structures in good appearance.

Section 23. **Antennas.** No aerial or antenna for reception of radio or television or other electronic signal or satellite shall be maintained on the roof of any Dwelling Unit nor shall any be maintained at any location so as to be visible from neighboring property or adjacent streets without a specific variance allowed by the ACC. No towers of any type, including those for the purpose of generating electricity from wind, shall be erected or maintained on any Lot.

Section 24. **Signage.** No sign or advertising devices shall be erected or maintained on any lot, unless authorized by the ACC. Signs of an appropriate size and nature, which identify the owner, property, house or street address, can be erected without ACC approval. "For Sale" or "Realty" signs are prohibited.

Section 25. **Woodpiles.** Logs, split logs and kindling may not be stored in the front yard or in any portion of a side yard. Wood may not be stacked in a location or manner that will cause damage to any other structure.

Section 26. **Driveways.** Each lot owner shall be responsible for construction, maintenance, upkeep, snow removal and repair of their own driveway. Driveway widths are not to exceed 14 feet of drivable surface.

Section 27. **Driveway Easement.** Lot 7 shall have a 20-foot driveway easement through lot 11 as shown on the plat. The construction, maintenance, upkeep, snow removal, and repair shall be the sole responsibility of the owner of Lot 7. The driveway width is not to exceed 14 feet of drivable surface.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. So long as the Declarant shall be the fee Owner of a least one (1) Lot, subject to this declaration, the Declarant shall appoint a two (2) member Architectural Control Committee ("ACC"). Upon the sale of the last of the last Lot subject to this Declaration, the Board of the Homeowners Association shall appoint an ACC consisting of three (3) members, each of whom shall be an Owner of a Lot subject to this declaration.

Section 2. Duties of Architectural Control Committee. The duties shall include, but not be limited to:

- (a) Review, comment and give written approval, or disapproval, of new house and garage construction and landscaping; and
- (b) Review, comment and give written approval, or disapproval, of additions or exterior revisions to existing structures; and
- (c) Review, comment and give written approval, or disapproval, of all construction or installation of fences, patios, decks, or other exterior appurtenant items (including alterations in color or appearance).

Section 3. Architectural Approval. It is the intent of this Declaration to provide a framework for the development and maintenance of a high quality residential community. Without in any way limiting the foregoing, the ACC retains the absolute right to deny approval to any proposed house plan due to similarity to existing or proposed structures, non-compatible materials or colors, or styles, or lack thereof, deemed inconsistent with the area. Approval of house plans hereunder in no way waives the obligation to obtain a building permit and meet the requirements of the applicable governmental authorities.

Section 4. Plan Approval. No structure shall be erected on any Lot, and no addition or exterior revision of any existing structure on a Lot shall be permitted without the prior review and written approval of the ACC of plans, specifications, exterior building materials, colors and landscaping. The Owner or his/her Builder shall submit in duplicate the following materials to the ACC for its review prior to obtaining a building permit.

- (a) **Home Plans.** House plans with four (4) detailed exterior elevations drawn to at least a scale of 1/4" = 1'0". All four (4) elevations, window placement, and type, and front entry system shall be fully detailed;
- (b) **Site Plans.** Certificate of Survey showing the house and garage on the Lot, setback measurements, easements and existing and proposed elevations, drainage plans, driveways and any other significant improvements such as decks, porches, terraces and patios, swimming pools, dog houses, etc., and the locations of existing major trees and tree lines. The Certificate of Survey shall be prepared by a Registered Land Surveyor;
- (c) **Specifications and Exterior Colors.** Specifications shall be submitted sufficiently defining all exterior finishing, materials, including siding, soffits, fascia, trim, front door style, roofing materials, stone, stucco, brick and other masonry products. As well as deck materials, garage door style type and all exterior light fixtures. Color samples shall be provided for all exterior finishes. All exterior building material must be non-reflective and generally of warm, muted earth tones; white coatings and un-coated metal are prohibited. Accent colors other than those specified may be used with restraint.

- (d) **Landscaping Plan.** Landscaping plan showing all plantings, (including trees, shrubbery, flowers and other plantings), exterior lighting, fencing, sidewalks, buildings, patios, and terraces to be located on the Lot; provided however, that shedding poplars, box elders, or other objectionable trees or shrubbery shall not be approved.
- (e) **Building Schedule.** A proposed building schedule, which includes the estimated start and completion dates, must be submitted and approved by the ACC before building commences.
- (c) **Informational/Exterior Materials Worksheet.** An Architectural Control Committee informational and Exterior Material worksheet shall be completely filled out and submitted.

Sections 5. Architectural Requirements.

- (a) It is required that the owner retain competent assistance from a licensed architect. All plans submitted for ACC final approval shall be stamped by the architect. Additional assistance from other licensed design professionals such as a civil engineer and a landscape architect is also recommended. The owner and their chosen consultant(s) should also carefully review the Protective Covenants as well as the Design Guidelines prior to commencing the design review process.
- (b) The use of porches, courtyards, and patios for climate control and/or outdoor living and circulation is encouraged. Such projections must be designed as integral elements of the building using compatible forms and materials. Porch roofs must remain within the building envelope. All roof projections including flues, vents, and other equipment must penetrate the roof behind the ridge and must be compatible in height and material with the structure from which they project and/or painted to match the roof color.
- (c) The exterior lighting of the private homes will be very important for security, safety and aesthetic purposes. All exterior lighting must be shown on landscape or elevation plans and approved by the ACC. The purpose shall be for illumination of entrances, driveways, decks, and patios and parking areas. Flashing or brilliant lighting and lighting infringing on adjacent Lots shall not be permitted. All exterior lighting shall be subdued and should avoid emission of flare or unreasonable brightness. Exposed exterior light fixtures must conform in architectural form and scale to the Living Unit. Moderate holiday lighting is allowed during December and January.
- (d) **Landscaping Each Site** should be carefully designed by utilizing the naturally occurring elements of the site. They should strive to blend the structure into the landscape. In order to maintain the natural beauty of the area, no trees may be removed from any lot without the prior permission of the ACC. This provision does not apply to the necessary clearing for the actual construction of the home. A quality landscape design would compliment and reinforce form, color and texture in the architectural design. Use of materials in the driveway, walks, patios, decks and other amenities should compliment the main structure. In addition, landscape developments can provide wind protection, shade, screening and, above all, blend the structure with the site. It is a requirement of each lot owner to soften the visual effect of his/her residence from the surrounding neighborhood by implementing a minimum standard of tree planting. Non-native, exotic plants and aggressive perennial

weeds should not be used in landscaping. All plant selections must be approved by the ACC.

- (e) Free standing external pad-mounted equipment such as required for A/C units, pools and spas, or garbage can storage area, must be integrated into the building through the use of walled or fenced enclosures.
- (f) All ancillary structures such as garages, storage sheds, guest wings, caretaker units, etc. are to be designed as integral parts or extensions of the main building in terms of material and color, even if they are physically separated. Car-ports and pre-built sheds are not allowed.
- (g) Roofs potentially have the greatest impact upon the overall image of subdivision from many public viewpoints, community spaces and individual lots. For that reason, roof design will be one of the most carefully considered elements for design review by the ACC. Large unbroken expanses of single pitched roof will not be approved by the ACC. Gable and hip roof forms with dormers, and limited shed roofs are to be used. Flat and mansard roof forms will not be approved. Internal volumes and groups of uses within the building should be expressed by changes in roof planes. The roof pitch, form, color, texture and reflectivity are all key design considerations to ensure minimal visual impact. In general, roofing materials are to be non-reflective, textured and a variegated dark color. Unit roofing materials such as wood shakes or shingles shall be fire-treated and meet all applicable fire retarding standards, slate roofs, oxidized copper shingles and composite thick butt asphalt shingles are all encouraged. Standing seam metal roofs and oxidized corrugated metal roofs may be approved if they are an integral part of the overall building aesthetic. Metal roofs must have a non-reflective surface and a muted dark color.
- (h) Broad roof overhangs can create deep shadow lines that reduce the appearance of the wall expanse and add visual interest to the overall structure. A minimum overhang of 2 feet, measured horizontally, is required. All roof overhangs and porch projections must remain within the building envelope. Other architectural roof elements such as corbels, rafter tails, and decorative cornices are encouraged to create shadow patterns, visual depth, and interest.
- (i) A minimum roof pitch of 6:12 (a slope of 6 inches vertical, 12 inches horizontal) is required. Porch roofs and limited shed/dormer roofs are exempt from this requirement and may have a minimum pitch of 3:12. The lower pitched roofs will be limited to a maximum of 30% of the roof and will be reviewed on a case-by-case basis by the ACC.
- (j) Roof mounted mechanical equipment is prohibited on any roof. Roof mounted solar collectors may be approved if they are integrated into the structure and do not appear as an add-on unrelated to the overall design.
- (k) The ACC may determine that there is a negative cumulative effect of many residences having similar roof specifications and subsequently may not approve further use of this specification. Roof colors should be selected to be compatible with the surrounding natural landscape and integral to the exterior color palette of the house. Samples of approved colors are available from the ACC. Approved colors are as follows: Black, Dark greens, Browns, Grays and Natural cedar shingles.
- (l) Entries, doors, and windows are visually prominent features and can convey and initial impression of either appropriate or inappropriate design for the setting. In general, doors

and windows must be recessed into the outside wall for both aesthetic and functional purposes. The recessed surface area and the resulting shadow lines help to break up and articulate wall planes to minimize visual monotony, add visual strength to the structure, and give the appearance of substantial wall thickness and durability. Recessed windows also protect and shelter potentially reflective glass, and act as natural climate controls to reduce excessive solar exposure in the summer. Large expanses of undivided glass will not be approved for building facades visible from off-site. Large openings should be divided through the use of mullions or the ganging of smaller window units. The exterior color of the window frames shall be harmonious with the house color palette and natural wood color is encouraged. Glass may be coated or tinted to control solar heat gain, but a reflective mirrored appearance will not be approved. All glazing is to be double-pane as a minimum for energy conservation. Sliding windows, horizontal rectangular windows and pop-out windows are not in keeping with the architectural character of the Subdivision and will not be approved. In addition, sliding glass doors are generally discouraged in favor of swinging french doors or single light casement doors.

- (m) Garage doors shall be set back from the wall face a minimum of 12 inches. The support walls that separate individual garage doors should be designed so as to emphasize shadow lines on the recessed door surface and to visually break up the continuum of similar construction materials and color. The materials, treatment and color selected for the garage doors must be integrated into the design of the main residence. Doublewide garage doors are not allowed. Side entry garages are strongly suggested and preferred to those visible from the street or public areas. The main entry of the home should be designed as the focal point to greet visitors rather than the garage structure.
- (n) The exterior walls of any residence are required to be surfaced with more than one material, but not more than three. One material should be dominant over the other(s) and they should express a logical structural relationship. Stone is required on every home and at a minimum it must be utilized on fireplace masses and at the base of several building masses. The type of stone veneer will be critically reviewed by the ACC and it should appear natural and indigenous to the immediate area. Cultured stone is acceptable and must meet the same specifications as natural stone. Texture can be introduced into a wall surface by the use of shingles, shiplap boards, board and batten, logs, stone, and rock. Jogs or steps in the wall surface, site walls distinguished from the building wall by height and/or alignment, recessed openings, significant vegetation masses, roof overhangs, porches and trellis structures all add articulation to the wall expanse.
- (o) Natural finishes and stains shall be used on the majority of exterior materials. Stains and sealers will protect and enhance the intrinsic qualities of the material to which they are applied. Painted surfaces will only be allowed on window and door trim and on exterior doors.
- (p) Exterior wall stains and trim colors must be chosen from a palette of approved colors. These colors have been carefully chosen for their compatibility with the natural environment, their harmony with each other, and the overall aesthetic goals of these covenants. A minor amount of accent color on trim work may be considered appropriate by the ACC. Because of the emphasis on natural materials, finishes, which complement and enhance the material's intrinsic qualities, are encouraged. Colors should complement and blend with, rather than contrast with, the surrounding natural environment. Colors should generally be recessive; particularly those used for roofs and walls. Approved paint and stain colors are: Black, Browns, Natural wood, Grays, Dark greens.

- (q) Textures are to be incorporated throughout a structure in order to create a variety of light and shadow at all scales. Building forms are to be complex, with setbacks, overhangs, porches, and varied skylines. Materials are to appear closer to their natural state rather than manufactured in appearance. Rough, rather than smooth, textural quality materials will more likely meet with ACC approval.
- (r) Any concrete foundation, which is exposed more than 2.5 feet must be covered by wood, stucco, or other appropriate exterior material in order to limit the amount of exposed concrete and must be approved by the ACC.

Section 6. Construction Requirements. The Owner and his/her Builder shall comply with the following:

- (a) **Approved Builders:** All new homes shall be constructed by a Builder approved by the ACC. The ACC will disapprove a Builder if he/she is not a certified, insured builder with 5 years or more of house building experience. Declarant reserves the right to enter into agreements or arrangements with Builders, which provide Builders with exclusive rights within the Development.
- (b) **Surveyor.** The Owner or his/her Builder shall arrange to have the house staked with proposed elevations marked on site by a Registered Land Surveyor.
- (c) **Excavation/Fill.** No sod, soil, sand or gravel shall be sold or removed from any Lot in the subdivision except for the purpose of excavating for the construction or alteration of a structure on said Lot or an appurtenance thereto or for the proper grading of the Lot. In the event that there is any excess dirt on said Lot, the excess dirt, at the option of the Declarant, shall be hauled and dumped within subdivision at the Owners expense and at a location specified by the Declarant. Said excess dirt shall become the property of the Declarant unless the Declarant requests removal from the development.
- (d) **Clean Sites.** It is the sole obligation of the Owner and Builder to maintain his/her Lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The Owner and Builder shall provide a Dumpster of adequate size for disposal of all construction debris. Construction materials shall be stored neatly on the site at all times. The Owner and Builders shall keep the street clean of mud and dirt in front of the house.
- (e) **Moving of Structures.** No structure shall be moved onto any Lot.
- (f) The building schedule must be adhered to and any changes in the time-line must be submitted for re-approval by the ACC.

Section 7. Standards of Review. The ACC may promulgate detailed guidelines and procedures governing its areas of responsibility and practice. In addition, the following shall apply: the plans and specifications shall be reviewed as to quality of workmanship, design and harmony of external design with existing structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained

herein shall be construed to limit the right of an Owner to remodel or paint the interior of his or her residence.

Section 8. Procedure. Upon submission to the ACC of a full and complete set of Plans and Specifications in the form required by the ACC, the ACC shall have thirty (30) days to review and approve the Plans and Specifications and in the event no approval or disapproval is forthcoming within said thirty (30) day period, no further approval shall be required hereunder and this requirement shall be deemed to have been fully complied with. In the event of any changes or modifications are required from the initial set of Plans and Specifications, then revised Plans and Specifications shall be required to be submitted reflecting such changes, then the same thirty (30) day approval period described in the immediately preceding sentence shall be applicable to said revised Plans and Specifications. All plans and Specifications approved by the ACC shall be kept on file for future reference. Failure to submit Plans and Specifications to the ACC as provided for herein shall constitute grounds for a suit to enjoin any such construction. The prevailing party in any such action brought to enforce this section shall be entitled to recover from the other reasonable attorney's fees together with all necessary costs and disbursements incurred in connection therewith.

ARTICLE III
OWNERS ASSOCIATION

Section 1. **Homeowners' Association.** Every Owner of every Lot shall become a member of the Owners Association which shall be created by Declarant when 80% of the Lots are sold. Declarant shall have the following powers and duties, when in the exercise of its discretion it may deem them necessary or advisable, and until such time as the Owners Association is created.

Section 2. **Powers of the Homeowners' Association.** The Homeowners' Association shall have the following powers.

- a. To enforce, independently by proceedings in law or in equity or both, either in the name of the Declarant or subsequent Owners Association or any Owner, any or all of the Covenants and Restrictions herein; provided, however, that this right of enforcement shall not serve to prevent such amendments or modifications of the following being made by the parties having the right to make such amendments or modifications. The expenses and costs of any such proceeding shall, however, be collected and lienable or be paid out of an escrow fund administered by Declarant or subsequent Owners Association.
- b. To provide for the plowing and removal of snow from streets owned and/or maintained by the Association, as necessary.
- c. To care for, trim, protect and replant trees and other plantings within all street right-of-ways and trails.
- d. To pick up and remove from property loose material, trash and rubbish that Owner of said property has failed to remove following required notice.
- e. To provide such lights and signs, if any, as the Association may deem advisable on streets, gateways, entrances, or other features owned and/or maintained by the Association.
- f. To provide for the maintenance of gateways and entrances, within the right-of-way line of the private street owned and/or maintained by the Association serving the Lots to which all of such Owners have access and the use thereof.
- g. To exercise such control over easements as the Association may acquire from time to time.
- h. To exercise such control over streets as may be within its power and as it may deem necessary or desirable.
- i. To clean, repair, maintain, repave and reconstruct private streets or roads, lanes and pedestrian ways owned and/or maintained by the Association.

j. To establish bylaws and other rules or regulations for the Association and the Board of Trustees.

Section 3. Method Of Providing General Funds. For the purpose of providing general funds to enable the Association to perform the duties and to maintain the improvements herein provided for, all of the Lot shall be subject to an annual assessment to be paid to the Association on the first day of each September by the respective Owners thereof. The amount of such annual assessment shall be fixed by the Association from year to year at the annual meeting of the Association. Unsold Lots owned by Declarant, its successors or assigns, are exempt from this Provision. Contiguous Lot(s) owned by the same entity shall be assessed only for those Lots, which are developed. This will encourage the preservation of additional habitat and larger tracts of undisturbed forest or Open Space.

Section 4. Notice. A written or printed notice, deposited in the United States Post Office, with postage prepaid for certified mail and addressed to the respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for the purpose of the assessments or any other purpose where notices are required under these Protective Covenants. Such notice shall be deemed to have been given three days after posting.

Section 5. ASSESSMENTS, INTEREST AND LIENS. After the date when an assessment payment is due, it shall bear interest at the legal rate of fifteen percent until paid and such payment and interest shall constitute a lien upon said Lot and the aforesaid lien shall continue in effect until the amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in the minutes of the Declarant, the Declarant may, in addition, by motion, institute legal proceedings to cause a lien to be filed with the Clerk of Teton County, Idaho for such unpaid assessment. The Declarant, their successors and assigns, shall have the right to collect such unpaid assessments through whatever legal proceedings are available.

Section 6. Expenditures Limited To Assessments For Current Year. The Association shall not expend more money within one year than the total amount of annual assessments for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall the Association enter into any contract binding the assessments of any future year to pay for any such obligations and no such contract shall be valid or enforceable against the Association, it being specifically intended that the assessment for each year shall be applied as far as is practicable towards the paying of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent years. The language of this section shall not prohibit the Association from making a staged or sequential set of improvements over several years, provided, however, that one stage of improvements must not mandate the carrying out of the later stages unless the funds to pay the costs of such later stages are available. Home owners shall be entitled to a full and accounting of all expenditures on an annual basis.

Section 7. Association To Notify Members Of Address. The association shall, from time to time, notify its members of the official address of said Association, the place and time of regular meetings of the Association, designate the place where payments shall be made, and the location where any other business in connection with said Association may be transacted, and in the event of any change of such address, the Association shall notify all of the members of its new address in accordance with the provisions of this Article.

Section 8. **Violations** - In the event of violation or breach of any of the Protective Covenants contained herein by any Owner, or agent of such Owner, the Declarant, its successors or assigns or agent, or Owners, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant, its successors or assigns, shall have the right, where any Owner shall have built, on any property in the subdivision, any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove same at the expense of the Owner, if, after thirty (30) days written notice of such violation to Owner, said violation shall not have been corrected by Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

Section 9. **Liens Subordinate To Mortgages** - All liens resulting from these Protective Covenants shall be deemed subordinate to all Mortgages, now or hereafter executed, encumbering any Lot and none of said Protective Covenants or other provisions shall supersede or in any way reduce the security or affect the validity of any such Mortgage; however, if any portion of any Lot is acquired in lieu of foreclosure or is sold under foreclosure of any Mortgage or under judicial sale, tax foreclosure or forfeiture, any purchaser at such sale, his heirs, successors, and assigns, shall hold any and all properties so purchased or acquired subject to all these Protective Covenants and the subordinated liens which may be created.

Section 10. **Invalidation** . Invalidation of any one of these Protective Covenants by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 11. **APPLICABILITY And DURATION** - The Protective Covenants of this Declaration shall run with and bind the land, unless otherwise specified, and shall inure to the benefit of and be enforceable by the Declarant, its successors or assigns, or by any Owner of any Lot subject to this declaration. The covenants and restrictions herein set forth shall have a term of twenty years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically renewed for successive periods of five (5) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five year period by an instrument signed by not less than eighty-five percent (85 %) of the Owners. Any amendment must be properly recorded.

Section 12. **EXHIBITS**. Attached to this Declaration are exhibits numbered 1 through seven. These exhibits are made a part of this Declaration and are fully enforceable.

