



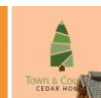
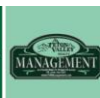
**“Local Brokerage, National Results.”**

## Maps & Documents

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Phone: 208.354.2439  
Email : [info@tetonvalleyrealty.com](mailto:info@tetonvalleyrealty.com)

253 S. Main St. Box 604, Driggs ID 83422  
57 S Main St. # 210 Victor, ID 83455



FIRST AMENDMENT  
DECLARATION OF PROTECTIVE COVENANTS  
FOR CHERRY GROVE SUBDIVISION

This First Amendment to the Declaration of Protective Covenants for Cherry Grove Subdivision, effective this 13th day of November, 2007 is as follows;

WITNESSETH:

WHEREAS, on November 13, 2007, the undersigned owner, being the majority owner of record of the real property within the Cherry Grove Subdivision according to the official plat thereof on file and of record in the office of the Teton County Clerk and Recorder, is desirous of amending and clarifying certain sections of said document. This First Amendment shall supersede and clarify certain articles of said document and/or add to the current recorded Covenants, Conditions and Restrictions of Cherry Grove Subdivision located in Teton County, State of Idaho. In every event, the below changes are conforming with the current Covenants and do not negate the remainder of the Section paragraph except for the specific items mentioned herein.

Instrument # 193565  
TETON COUNTY, IDAHO  
2007-11-29 12:03:00 No. of Pages: 3  
Recorded for : JULIE BRYAN  
MARY LOU HANSEN Fee: 9.00  
Ex-Officio Recorder Deputy  
Index to: DECLARATION OF COVENANTS

RECITALS

Section 4.04: SUBMISSION OF PLANS; In addition to the current Section contained within the Covenants, a non-refundable "Impact Fee" of \$500 shall be due to the Architectural Review Committee upon the submission of plans. This fee will be used to repair common area roads damaged by construction. The "Impact Fee" shall accompany the \$300.00 design review fee. A \$2,500 "Refundable" performance deposit will be placed in the HOA account upon the submission of plans. Provided the owner meets the Covenant guideline expectations, this fee shall be refundable upon completion of the home and required landscaping. Plans shall be submitted with building materials samples and colors to include; exterior stone and/or masonry, siding, window cladding, roof material, fencing, and driveway material. Landscape plans are required to be submitted with the architectural plans.

Section 5.01: GENERAL DESIGN, CHARACTER, AND SIZE:

**Primary (Main House) Living Structure:** Ground level floor shall be a minimum of 2200 sq. ft of living area, excluding the garage Maximum living area of all above ground living space is 8,000 sq. ft, not including basement space.

**Secondary (Guest House) Detached Living Structure:** Above ground living area shall be a maximum of 40% of the main residential structures above ground living area, and/or in compliance with the size requirements of the County if such is smaller. In no event shall the guest home be over 2400 sq. ft. Secondary living structures shall resemble the main house in design and character. If a difference in design or character is desired, the guest house may resemble traditional cabin structures common to the local area.

**Barn Structure:** Barn structure shall be no larger than 100x100, or have a maximum footprint of 10,000 sq. ft. on lots that are 6 acres or above. Lots below 6 acres in size shall have a maximum barn foot print of 5,000 sq.ft. Barn structures containing living area(s) shall conform to not be larger than the maximum size requirement of the quest home living area. The maximum living area size constraints of any secondary living area must meet County requirements and not be construed as a 3<sup>rd</sup> living area on the property to ensure compliance with County Code. Barn design and character shall resemble traditional barn structures common to the local area. Barn structures shall compliment the main residential structure in design and character and must contain distinct characteristics of a barn, regardless of the purpose of the barn.

**All Structures:** The main residential, barn, and/or secondary detached living structures shall be consistent in design, character and building materials. Exterior planes on all residential exterior walls shall be off-set every 30 feet by a minimum of a 4ft. architectural break. All fireplace protrusions shall be capped with no exposed flues.

**Section 5.02: ROOF LINE;** No plan will be approved with a roof line that exceeds 30 feet from the current grade in height and must comply with County Code. Any decorative structures above the roof line such as turrets and copulas shall meet County requirements. However, in no event shall they protrude over 4 ft. above the roof line even if approved by the County. Current grade is defined as the highest elevation on the lot or the elevation of the road surface fronting the lot. Grade issues will be reviewed by the ARC on a case by case basis to address concerns of drainage, water pooling and height restrictions. In no case, will the main level of a house be constructed above current grade without ARC approval. All structures must meet local building code requirements. A 3:12 roof pitch will be allowed on 30% or less of the roof line. The ARC will be responsible to approve or disapprove roof lines that offer an "un-broken" ridge line. It is the desire of the ARC to have roof line variation.

**Section 5.04: EXTERIOR MATERIALS;** All vent and flue protrusions shall be painted black or earth tones.

**Section 5.06: BOUNDARY AND INTERIOR FENCING:** Buck and rail fencing may not be allowed pending ARC approval and determination regarding wildlife corridor safety. A 40' green or black temporary fencing boundary is encouraged around the perimeter of open construction foot prints and construction materials.

**Section 5.13: EQUIPMENT AND VEHICLES:** During construction, all vehicles shall be parked on paved or gravel surfaces. Material delivery trucks shall remain on paved or gravel surfaces. The lot owner shall be responsible to repair damage caused by mud, debris, and heavy equipment to the roads in Cherry Grove Subdivision.


Section 5.15: LANDSCAPING;

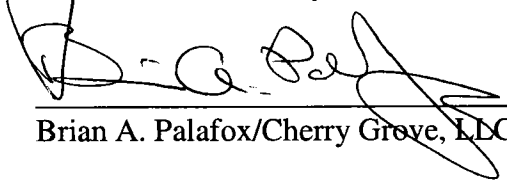
- Number of trees with minimum 2" trunk: 10
- Minimum sod requirement: 20 ft. perimeter
- Perimeter dimensions around home to be landscape shall be submitted with plans. In no event shall the perimeter of landscape be less than 30' around perimeter of all homes. Plan shall incorporate planting beds and areas requiring less watering.
- Plan to include all grass areas, shrubs and trees to be planted.
- Landscape approval shall be at the sole discretion of the ARC. In no event is the above described number of trees and amount of sod the sole requirement. This is only the guideline for mature tree minimum and ratio to be landscaped.

Section 5.18: PITCH OF ROOF; A 3:12 pitch shall be allowed for less than 30% of the roof design.

Section 5.20: ENVIRONMENTAL RESPONSIBILITY; To promote environmental stewardship, the ARC recommends US Green Building Council LEED Certification of homes in Cherry Grove or the following of LEED practices and guidelines during the design and construction phases. There shall be no burning of materials on site and no burying of materials on site. Recycling of waste building materials is encouraged. Site preservation techniques to minimize erosion and storm water run-off are encouraged. Any wind turbines and/or photovoltaic panels submitted to the ARC must meet the approval of the ARC. It shall be at the sole discretion of the ARC to allow or disallow wind turbines and/or photovoltaic panels with each plan submitted. Rainwater collection devices are encouraged on all homes to supplement or replace irrigation water sources.

  
Julie F. Bryan/Cherry Grove, LLC Member      11/13/07  
Date

  
John M. Harris/Cherry Grove, LLC Member      11/13/07  
Date

  
Brian A. Palafox/Cherry Grove, LLC Member      11/13/07  
Date

**RECEIVED**

JAN 09 2007  
TETON CO., ID  
CLERK RECORDER

184121

Instrument # 184121

DRIGGS, TETON, IDAHO

2007-01-09

12:52:18 No. of Pages: 14

Recorded for : A W ENGINEERING

MARY LOU HANSEN

Fee: 42.00

Ex-Officio Recorder Deputy *M. Hansen*

Index to: DECLARATION OF COVENANTS

DECLARATION  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CHERRY GROVE  
DRIGGS, TETON COUNTY IDAHO

This Declaration is made this 27<sup>th</sup> day of November, 2006.

When used hereinafter, the term, "Cherry Grove" shall mean all that property in Teton County, State of Idaho, more particularly described as follows:

GENERAL PURPOSES

This Declaration is executed to establish and maintain the highest possible quality and value, desirability and attractiveness, and to provide seclusion and a pleasant environment to any person acquiring title to such property.

ARTICLE I  
Definitions

The following terms shall have the follow meanings:

Section 1.01: "Architectural Review Committee" or "ARC" shall mean the committee created and delegated with architectural review and approval of improvements on the lots in Cherry Grove.

Section 1.02: "Assessment" shall mean the collection of fees to handle maintenance of the common areas as well as insurance or any other items deemed pertinent by the board.

Section 1.03: "Association" shall mean the Cherry Grove Owners Association who membership and voting rights are comprised of ownership of lots within Cherry Grove.

Section 1.04: "Association Board" or "Board" shall mean the Directors of the Association.

184121

Section 1.05: "Budget" or "Common Expense" shall mean and refer to the common expenses of the Association. This will be reflected in the annual budget which is established to maintain Cherry Grove.

Section 1.06: "Common Areas" shall mean those areas of open space, roadways, easements and fire protection ponds and equipment, along with irrigation lines and landscape areas.

Section 1.07: "Declarant" means the original subdivider/developers of Cherry Grove to be specified as Cherry Grove, LLC.

Section 1.08: "Declaration" means this document and the Bylaws associated with this document.

Section 1.09: "Improvements" shall mean the building of any structures, major landscaping, excavation, fencing or modifications of existing structures.

Section 1.10: "Lots" shall mean the individual parcels within Cherry Grove that have a separate legal and lot number.

Section 1.11: "Owner" shall mean any person or entity holding an ownership in a lot.

Section 1.12: "Special Assessment" shall mean the collection of fees aside from the annual Assessment deemed necessary to maintain Cherry Grove for special circumstances.

Section 1.13: "Subdivision" shall mean the entire project of Cherry Grove and the lots contained within.

Section 1.14: "Title" shall mean the document verifying ownership which is recorded with the county.

## ARTICLE II

### Association Membership, Assessments and Voting Rights

Section 2.01: ASSOCIATION MEMBERSHIP: Every Owner of a lot of the Cherry Grove shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any parcel which is subject to assessment.

**Section 2.02: VOTING RIGHTS:** The Association shall have one class of voting membership. Members shall be owners of any part of the subject property lots. Multiple owners of a lot will be entitled to determine a vote for their lot, but, in no event, shall more than one vote be cast with respect to any given lot. A supra majority vote, by a ballot of 75% of all voting members, must be recorded in order for changes to be made.

**Section 2.03: ASSOCIATION FEE:** Excluding Declarants, every owner of a lot in Cherry Grove shall pay a standard, yearly fee determined by the governing board, and, initially by the Declarant.

**Section 2.04: COVENANT TO PAY ASSESSMENTS:** Each Owner of a lot covenants and agrees to pay to the Association, Regular Yearly Fees and Special Assessments. All Assessments, together with late charges, interest and reasonable costs (including reasonable attorney fees) shall be a debt and a personal obligation of the person who is the owner of the lot at the time the Assessment is levied.

**Section 2.05: CREATION OF LIEN AND PERSONAL OBLIGATION:** Each Owner is deemed to covenant and pay to the Association, Annual and Special Assessments. The Annual and Special Assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the Assessment fell due.

**Section 2.06: PURPOSE OF ASSESSMENT:** In addition to the Annual Assessment applicable each year, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area road or irrigation system or fire protection system, or, any other improvement maintained by the Association. A Special Assessment, for the benefit of a capital improvement, shall have the assent of 51% of the votes of the members present, provided there is a quorum of members either in person or written proxy at the meeting. See Section 2.13, regarding Quorums.

**Section 2.07: SPECIAL ASSESSMENT FOR LOT MAINTENANCE:** All lot owners shall be responsible for maintaining their respective lots. Particularly the properties shall not be permitted to become overgrown with noxious weeds, nor continuously left in an uncared for condition. In the event it is necessary for the Association to cause the maintenance and care of a lot to be performed due to neglect of

the lot owner, the cost of such maintenance and care shall be a Special Assessment and lien upon the lot and a personal obligation to the owner of said lot at the time the work was performed. The Association shall have the exclusive right, without the consent of 51% of the lot owners, to levy this Special Assessment upon the owner, and care for the lot.

**Section 2.08: COMMON ROAD:**

The common road shall be private and each lot owner shall be responsible for an equal portion of snow removal and maintenance, to include weed control. The roadway care shall be included in the Budget for Cherry Grove and made a part of the Annual Budget Assessment.

**Section 2.09: COMMON AREAS:**

The common areas, delineated as the common entryways and the open areas including the two fire ponds, care shall likewise be included in the Budget for Cherry Grove and made part of the Annual Budget Assessment. This shall include maintenance, weed abatement, and improvements deemed necessary by the Board of Directors. The common open areas shall be titled to Cherry Grove Association and can never be developed, subdivided, or sold for homeowner development or commercial use.

**Section 2.10: ANNUAL ASSESSMENTS/BOARD OF DIRECTORS:**

Until such time that 70% of the lots are sold, the Declarant shall remain in control of the Budget for the Annual Assessment. Lots with irrigation rights shall have a higher Assessment. Each lot will be assessed per the Budget, regardless if there are improvements upon the lot. The Owners and Declarant, upon such time that 70% of the lots are sold, shall meet promptly to organize the initial Board of Directors, consisting of at least 3 members, to establish and/or maintain the current budget for the Association, appoint the Architectural Committee, and adopt members as President, Treasurer and Secretary. Terms shall be three years thereafter with members of Cherry Grove voting for future officers.

**Section 2.11: COMMENCEMENT DATE FOR REGULAR ASSESSMENT:**

Regular Assessments shall begin on all lots on the first day following the Owners purchase of a lot. The Assessment may be pro-rated at a yearly basis at closing for the first year. Thereafter, each Owner shall pay a yearly fee as per the adopted budget.

**Section 2.12: ANNUAL MEETING/YEARLY ASSESSMENT DATE:**

During October of each year, the Association shall have an organized meeting, which will include but not limited to reviewing and accepting a yearly budget for the following year. The Budget and the Annual Assessment, as well as the Annual meeting minutes, shall be sent to each owner within 60 days following the meeting. The Assessment



shall then be due in January of the following year for that entire year, running from January 1 to December 31.

**Section 2.13: PAYMENT OF SPECIAL ASSESSMENT:**

When levied, the Special Assessment shall be charged to each owner per lot divided in the same manner as that of a Regular Annual Assessment. The Special Assessment, once voted upon and approved, shall be mailed to each owner and due and payable within 30 days unless a schedule of installment payments is indicated.

**Section 2.14: QUORUM/MEMBER APPROVAL GUIDELINES:**

In the event that Member approval is acquired in the change and/or charge of the Annual or Special Assessment, the affirmative vote required to approve such change shall be a majority of a Quorum of the Members. The required affirmative vote shall be at least a majority of those Members present in person or by written proxy at the meeting. All proxies and/or materials required to notify the meeting shall be distributed to the Members 30 days prior to the schedule date of the meeting. Included in this mailing will be the details and reasoning behind the meeting.

**Section 2.15: LIEN FOR DELINQUENT ASSESSMENTS:**

The amount of any delinquent Regular or Special Assessment, together with any late charges, interest and cost and reasonable attorney's fees, shall become a recorded lien upon the lot of the owner. Upon payment in full, the Association shall record notice that the payment has been satisfied and release the lien.

**Section 2.16: SUSPENSION OF VOTING RIGHTS:**

The Voting rights of an owner may be temporarily suspended during any period where the owner is delinquent in the payment of Assessments.

### ARTICLE III

#### Owner and Association Maintenance/Prohibitive Uses/Nuisance

**Section 3.01: NOXIOUS WEED MAINTENANCE OF THE LAND:**

The Association shall assess each owner, designated in the annual budget, a fee for noxious weed control. All lots and the entire common areas shall be cared for and eradicated of noxious weeds each year. The Association shall hire a licensed professional as part of the budget for weed control. Furthermore, each owner, when building and disturbing the surface, shall continue to maintain additional noxious weed control. A penalty will be assessed and lien will be recorded upon the lot in the office of the Clerk of Teton County Idaho should an owner fail to maintain noxious weeds on lots owner in Cherry Grove.

**Section 3.02: GENERAL MAINTENANCE:**

Each lot and all improvements thereon shall be maintained in a clean and safe and orderly condition. No junk or inoperative equipment/vehicles shall be kept on any lot unless fully enclosed in a garage/barn/work-shop area. No improvements on any lot shall be allowed to fall into disrepair, including landscaping, and, each such improvement shall at all times be kept in good condition and repair and adequately painted/stained. The Board of Directors shall control the maintenance on each lot. If any lot becomes cluttered and unsightly, the Board will have authority to render the problem and charge the lot owner.

**Section 3.03: DRAINAGE:**

Any drainage located on a lot shall be maintained and kept free of debris by the lot owner. No owner shall prohibit any member of the Cherry Grove Canal Company from coming onto the property for maintenance.

**Section 3.04: IRRIGATION:**

Any member with irrigation rights shall not hinder an authorized member from Fox Creek or Rock Road canal companies from coming onto the land to maintain the system. Certain restrictions may be placed upon the use of the irrigation as defined by the irrigations companies. There will be one contact person through the Homeowner Association for Rock Road Irrigation Company to contact. Ownership of the interior irrigation lines will be maintained by Cherry Grove Homeowner Association. A valve is installed on the main trunk line in which Rock Road Irrigation Company may turn off the valve pending emergency situations or in a year of alternate watering. Rock Road will not have to go to each individual owner to turn off the water therefore in the event it is necessary. Rock Road has approved filling the ponds with irrigation but each fill must be approved through Rock Road so they may inform adjacent landowners of low pressure at time of filling. Filling ponds prior to June 15 is encouraged.

**Section 3.05: NUISANCES:**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property. No odor shall be permitted to arise as to render such property unsanitary, unsightly, offensive, or detrimental to any other property.

**Section 3.06: PROHIBITED STRUCTURES:**

No trailer home, mobile home, manufactured home, modular home, camper, outbuilding, or any structure of a temporary nature, shall be used or placed upon the property. At the discretion of the Board of Directors, temporary homes may be used during construction provided they are kept neatly and approved by the Board of

Directors for a limited period of time identified by the Board. The Board of Directors will have the authority to remove any structures not approved, and/or structures utilized for longer than the time period identified, at the lot owner's expense.

**Section 3.07: PROHIBITED USES:**

No commercial, industrial or other non single-family residential use shall be permitted.

**Section 3.08: HAZARDOUS ACTIVITY:** No activity shall be conducted on any property nor any improvement constructed on any property that are, or might be, unsafe or hazardous to any person or property. No open fires shall be lighted or permitted on any property except in a contained fire pit while attended in low fire hazard season. No trash will be burnt on any property. If a fire occurs, it is the responsibility of the lot owner to clean the infected area so as not to be unsightly or hazardous.

**Section 3.09: EXISTING FENCING:**

The existing fencing prevails and any existing fencing that is taken down, shall immediately be replaced with a fence of equal, or greater, quality. It is understood that that adjacent land is being farmed and that in no way shall the replacement of fencing impede the adjacent landowner's ability to keep livestock contained upon their land. Should there be a delay in fencing replacement, owners shall put up a temporary means to contain livestock from entering into Cherry Grove.

**Section 3.10: RIGHT TO FARM ACT:**

Idaho Code Chapter 45, Sections 22-4501 through 22-4504 shall be noted and abided by and be in full force and effect concerning all lots in Cherry Grove.

**Section 3.11: NO FURTHER SUBDIVIDING:**

No lots within Cherry Grove may be further divided.

**Section 3.12: DARK SKY LIGHTING REQUIRED:**

Downward directed, low wattage, dark sky lighting is required for Cherry Grove Subdivision that shall conform with the Teton County Dark Sky Lighting Ordinance.

**Section 3.13: WARRANTY DEEDS:**

No warranty deeds shall be transferred prior to the completion of the improvements for the infrastructure which are the responsibility of the developer, and/or final plat approval and certificate of occupancy shall not be granted until the improvements are completed.

ARTICLE IV  
Architectural Review Committee

Section 4.01: GENERAL PURPOSE:

The Architectural Review Committee, which hereafter may be referred to as the "ARC", shall be responsible to achieve and maintain the quality of Cherry Grove. The function of the committee is to review the request for approval of improvements to be built and ensure that the improvements comply with the design guidelines. The Architectural Review Committee shall have the sole discretion to deny or approve plans based upon the guidelines set herein. The committee shall have the right to inspect the building of improvements to make sure the plans comply with what has been approved. All design guidelines shall comply with the minimum of Teton County, Idaho as well as the guidelines of Cherry Grove.

Section 4.02: COMMITTEE ORGANIZATION AND TERM:

Until such time that the property is sold out to 70%, the Declarant shall approve or deny all plans for improvements. After the property is sold out to 70%, the Architectural Review Committee shall consist of three, but not to exceed five, persons appointed by the Board of Directors of Cherry Grove. All members of the Architectural Review Committee shall be owners of lots in Cherry Grove. The term of each member shall be three years, unless the member is removed or resigns prior to the expiration of his/her term. Upon resignation or removal of an ARC member, the Board of Directors must reappoint this deficiency within 30 days to maintain the minimum three-member requirement of the ARC.

Section 4.03: GENERAL REVIEW PROCESS:

The Architectural Review Committee shall review plans and specifications submitted in accordance with the guidelines provided herein: All plans submitted to the ARC must be provided in writing. The owner shall have approval or denial in part or full within 45 days after submission of plans to the ARC. All plans submitted to the ARC will remain with the ARC as a permanent record in storage. The ARC shall retain the ability to select the site plan for homes to avoid interfering with the views of other homes. Appeals to the ARC decisions may be submitted in writing to the Cherry Grove Board of Directors. The Board of Directors will decide to hear and act upon the appeal at their discretion. The ARC is not responsible for reviewing, nor may its approval of any proposal be construed to be, approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4.04: SUBMISSION OF PLANS:

The owner may submit a set of preliminary construction plans to the ARC for limited review, but, in no event shall the ARC be able to approve a project without a complete

and final set of plans. Additionally, only upon receipt of plans stamped "approved" by the ARC can the property owner commence construction. Plans shall include but not be limited to: Floor plans, elevations, use of materials, high and dimensions, site plan, fencing, color schemes for exterior, grading plan, landscape plan and any and all secondary buildings to be placed upon the property at the same time. The Architectural Review Committee may request that plans be modified or altered. The ARC will charge an initial fee of \$300.00 to cover costs of independent review or consultation pertaining to the project under consideration. The fee is to be submitted with the plans to be reviewed. The ARC will not review incomplete plans. The Board of Directors, upon the ARC's recommendation may vote to increase the application fee to a reasonable amount that reflects the expected costs to be incurred associated with the approval of any one project. Any amount remaining of architectural fees at the completion of a project will be refunded to the property owner.

#### Section 4.05: COMPLETION OF WORK:

Upon receipt of the approval of construction plans, the owner shall proceed with the commencement of plans and complete all work to be performed, including landscaping, within 2 years from the date of approval. No extensions will be granted except upon finding that there have been no changes to the plans and that the owner does fully intend, and, does have the capacity to, complete the project within the extension period.

#### Section 4.06: FAILURE TO COMPLETE WORK:

Failure to complete improvements shall result in noncompliance with approved plans. Acts of God, fires, natural emergencies or factors beyond the control of the owner shall result in an extension if deemed necessary. If an owner fails to complete work, the Architectural Review Committee shall notify the Board of Directors regarding the noncompliance. The Board of Directors shall notify the owner, and, within 30 days from receipt of notification, the owner will attend a hearing with the Board of Directors and the Architectural Review Committee. If a noncompliance is discovered, the owner shall be required to remedy the noncompliance in a reasonable time frame or reimburse the Association for expenses that the Association may incur to remedy the problem for the owner.

#### Section 4.07: NON-COMFORMING/VARIANCES:

It shall be the sole discretion of the Architectural Review Committee to allow any reasonable and minimal variances. All requests made by owners shall be placed in writing and presented to the committee for vote. It is the responsibility of the ARC to ensure that any variance does not deviate from the overall scope of quality for Cherry Grove. It is not the ARC's responsibility for the variance to comply with Teton County or Idaho State codes. Compliance with city, county, state or federal ordinances outside of Cherry Grove is the responsibility of the property owner.

**Section 4.08: HOLD HARMLESS:**

The Architectural Review Committee, as well as the Board of Directors shall be held harmless from liability or damages by the owners for decisions made by the members of the committee and the Board. Members of the Architectural Review Committee or Board of Directors are appointed or voted positions without compensation.

**ARTICLE V**

**Design Character and Construction Standards**

**Section 5.01: GENERAL DESIGN CHARACTER:**

Designs relating to the character and terrain of the property are encouraged. All structures will be constructed of earth tone materials and no residence shall be less than 1500 sq. ft. on the main living floor. The garage is not included in the minimum standard and is a mandatory structure to be built on the lot to accompany the dwelling. A guest home will be allowed with a maximum of 1000 sq. ft. on the main level, and, conforming to Teton County, Idaho building limitations for guest home size.

**Section 5.02: ROOF LINE:**

No plan will be approved with a roof line that exceeds 28 feet from the grade. No solar panels will be allowed unless they are placed in a manner that does not create an eyesore or reflection problem to a neighbor as determined by the ARC.

**Section 5.03: NEW CONSTRUCTION:**

All improvements shall be of new construction. Pre-built, component, modular or manufactured construction will not be allowed. No trailers shall be allowed as permanent dwellings.

**Section 5.04: EXTERIOR MATERIALS:**

Exterior materials shall be sawn natural wood, peeled log, or a combination of brick and stone no wood siding. No vinyl or metal siding shall be allowed. Roof materials shall be a cedar shake, asphalt shingle, or metal. The Architectural Review Committee shall approve all exterior materials at their discretion. All chimneys shall have flues with approved spark screens. Exterior finishing shall be stain, pigmented, or of clear non-glossy preservatives. All exposed metal shall be dull colored in finish, or shall be flat colored, anodized, or painted. Copper accents may be allowed.

**Section 5.05: OUTBUILDINGS:** Outbuildings shall be limited to three per lot, which includes the guest home or separate shop, but excludes a detached garage style home.

The Architectural Review Committee shall approve each outbuilding prior to construction to determine location, size, material make-up and design.

**Section 5.06: BOUNDARY AND INTERIOR FENCING:**

All fencing must be approved by the Architectural Review Committee and shall be wood board, peeled post and pole or peeled buck rail. Any chain link dog fencing must first be approved for placement so as not to be an eyesore. The ARC must approve the fencing height.

**Section 5.07: TERM OF CONSTRUCTION:**

All exterior construction including the landscape plan shall be completed within 2 years from approval of plans. All main buildings must be built prior to any shops, garages or guest homes. Boundary fencing may be completed prior to building.

**Section 5.08: SETBACK:**

The minimum setback on any lot to any side will be 35 feet. The Architectural Review Committee may alter an owners' site plan in order to preserve the view of the adjacent homes.

**Section 5.09: GRADING:**

Finish grading on all buildings shall ensure drainage of surface water from the buildings and avoid concentration. Culvert piping underneath roadways may be required.

**Section 5.10: UTILITIES:**

Electrical, telephone and any other lines not already installed, shall be underground. The developer will provide telephone and electrical to the lot line. All lot owners will pay for their own standard connection fees and route wiring to their dwelling.

**Section 5.11: PROPANE TANKS:**

All propane tanks shall be hidden from view and to code requirements.

**Section 5.12: SITE FEE:**

The Architectural Review Committee may establish and charge a reasonable fee for reviewing plans and specifications if deemed necessary.

**Section 5.13: EQUIPMENT AND VEHICLES:**

Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Vehicles, boats, tractors, trailers, campers, snow removal equipment, and all other types of similar equipment shall be kept in an orderly fashion and only left out during the season of use for the equipment. The Architectural Review Committee shall control the maintenance of each lot if a lot becomes cluttered.

**Section 5.14: REPAIR OF BUILDINGS:**

No improvements on any property shall be permitted to fall into disrepair, and, each such improvement shall at all times be kept in good condition and repair, and, adequately painted or otherwise finished by the owner.

**Section 5.15: LANDSCAPING:**

Landscaping plans shall be submitted to the Architectural Review Committee at the time an owner submits plans and specification to build a home. Landscaping will be mandatory around each home perimeter. Landscaping must be completed within 90 days following the completion of the home, unless otherwise prohibited due to snow and/or rain. In the event of snow or rain, the owner will complete the 90 day requirement diligently pending weather. Landscaping will include grading and or reclamation of any disturbed surfaces while building. Landscape plan will include grass areas, trees and shrubs to be planted. The Architectural Review Committee will have final approval of all landscape plans.

**Section 5.16: LIGHTING:**

Downward directed, low wattage, dark sky lighting is required.

**Section 5.17: GARAGES:**

Each home will have a minimum of a two car garage, either attached or detached. Garages not facing the street will be encouraged.

**Section 5.18: PITCH OF ROOF:**

No flat roofs will be permitted of less than a 5:12 pitch unless approved by the Architectural Review Committee.

**Section 5.19: SATELLITE DISHES:**

All Satellite dishes utilized shall be small and modern dishes such as DIRECTV.

**ARTICLE VI  
Additional General Restrictions**

**Section 6.01: RESTRICTIVE USE:**

No building or dwelling shall be used for commercial purposes or anything other than a single family residence.



ARTICLE VII  
Enforcement of Declaration

Section 7.01: SEVERABILITY:

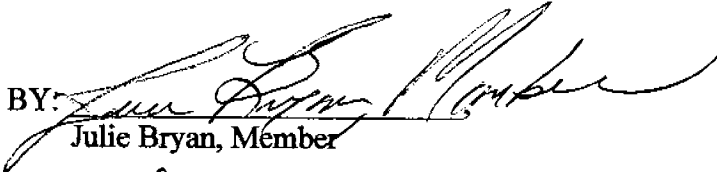
Should any provision of this declaration be deemed invalid or in conflict with an applicable law, the validity of all other provisions shall remain in full force and effect.

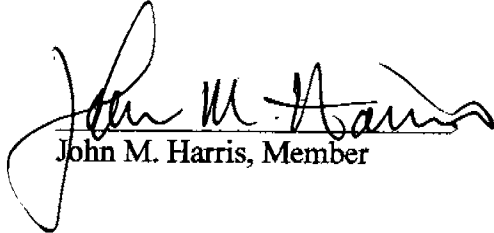
Section 7.02: INSURANCE:

The Association shall maintain insurance in order to provide adequate coverage for the risk associated with Cherry Grove. Each owner shall be solely responsible for the type and amount of personal insurance that the owner may maintain with respect to their private lot.

CHERRY GROVE, LLC,

BY:

  
Julie Bryan, Member

  
John M. Harris, Member

  
Brian Palafox, Member

DATED: \_\_\_\_\_, 2006