



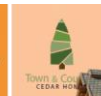
“Local Brokerage, National Results.”

Maps & Documents

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OCT 05 2004

TETON CO., ID
CLERK RECORDER

163871

**DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR****DRY CREEK RANCH SUBDIVISION**

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 4 day of Oct, 2004, by Jeffrey Borer and Angela Borer, Declarants.

1. **Purpose.** Declarants are the owners of that certain real property located in Teton County, Idaho, which property is more particularly described in Exhibit A attached hereto and made part hereof, and which is hereinafter referred to as the property. The Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.
2. **Declaration.** Declarant hereby declares that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions and restrictions, which are sometimes referred to hereafter as "the covenants". The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property, and shall insure to the benefit of every owner of any part of the property.
3. **Definitions.** The following terms and phrases used in these covenants shall be defined as follows:
 - A. **Common Area.** Common Area shall include the common road, shared access, entry, entry landscaping area, fire pond and surrounding landscaped green belt area.
 - B. **Common Services.** Common services shall mean the roadway maintenance, including weed control and snow removal services, utility line maintenance or repair services for the Common Road and Shared Access Road and the utility lines located in the right of ways of such roads. Utility lines shall include electric, telephone and irrigation lines. Additional common services shall include the provision of irrigation water to each lot. The Dry Creek Ranch Homeowners' Association will appoint a Water Master whose responsibilities will include being the designated contact person for Grand Teton Canal Company; overseeing the operation and maintenance of the irrigation system within Dry Creek Ranch Subdivision; billing and collection of fees for each individual lot and other irrigation assignments as deemed to be appropriate and

Instrument # 163871

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NOLAN G. BOYLE

Ex-Officio Recorder Deputy *[Signature]*

Index to: DECLARATION OF COVENANTS

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necessary by the Board of the Dry Creek Ranch Homeowners' Association to ensure water irrigation rights and for maintenance of the exterior boundary line fences, entry, fire pond and surrounding landscape area.

- C. **Homeowners Association.** Homeowners Association shall mean the group comprised of all the lot owners.
- D. **Board.** Board shall mean the President and Vice President of the Homeowners Association, and shall be responsible for the administration and enforcement of these covenants and conditions and restrictions.
- E. **Design Committee.** Design Committee shall mean and refer to Jeffrey Borer and Angela Borer as the acting Board, until such time the elected Board of the Dry Creek Ranch Homeowners' Association shall either act as or form a Design Committee from its members. The Design Committee shall act as the entity to consider and act upon such proposals for plans submitted to it for construction and development within the Dry Creek Ranch Subdivision. Furthermore, the committee shall be responsible for the administration and enforcement of covenants, conditions and restrictions within the subdivision. At the time that successors are elected, the lot owners shall determine how many members will serve on the Design Committee. Each lot owner shall be entitled to one vote per lot.
- F. **Development.** Development shall mean any alterations of the natural land surface, and all building, structures or other site improvements placed on the land to accommodate the use of a lot.
- G. **Lot.** Lot shall mean and refer to any plot of land shown on a recorded plat.
- H. **Owner.** Owner shall mean the recorded owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.
- I. **Principal Residence.** Principal residence shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are necessary.

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J. Structure. Structure shall mean anything built or placed on the ground.

- 4. Homeowners Association Membership.** Every homeowner of a lot in Dry Creek Ranch Subdivision shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment. The Homeowners Association will begin at the time the final plot is sold and or recorded with Teton County.
- 5. Board.** The Board shall consist of Jeffrey Borer (President) and Angela Borer (Vice President), until such time one hundred percent (100%) of the subdivision lots are sold. Upon the sale of one hundred percent of the platted lots, the lot owners shall hold a meeting to elect a Board of the Homeowners Association of Dry Creek Ranch Subdivision. The elected Board will, in a timely manner, determine the amount of dues to be assessed to individual lot owners for water, maintenance and upkeep of the common areas and common services in the subdivision. Furthermore, the Board will review the dues structure from time to time to insure sufficient funds for the ongoing maintenance of common areas in the subdivision. The original Board shall serve until the new Board is voted in and assumes its position. The new Board of the Dry Creek Ranch Homeowners Association shall consist of the three (3) lot owners within the subdivision, elected by the largest percentage of votes each. Voting shall be restricted to owners of lots in the subdivision, and each lot owner shall have the right to cast up to three votes for separate individuals running to be Board members. A Board member shall serve for a period of three (3) years. The remaining Board shall fill vacancies on the Board caused by death, resignation or inability to serve, for the duration of the term. In addition, a Board member shall serve no more than two (2) consecutive terms.
- 6. Authority and Duties.** The Board shall be responsible for the enforcement and administration of the requirements of these covenants and shall contract for and supervise common services, enforce the development and use regulations, and take all other actions necessary to administer and enforce these covenants. Neither the Board nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such Board or member thereof has acted in good faith.

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7. **Voting Rights.** The Association shall have one class of voting membership. Members shall be all lot owners and shall be entitled to one vote for each lot owned. An individual owning more than one lot shall be entitled to one vote for each lot owned in the subdivision. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.
8. **Meetings.** The Board shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants. Written notice of any meeting shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. The presence of members or the proxies entitled to cast sixty percent of all votes shall constitute a quorum. A quorum must be present to continue any meeting. The Board shall adopt such rules for the conduct of its business as are appropriate.
9. **Building Permits.** No building, fence, or other improvement, shall be constructed, erected or maintained on any lot or tract, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications and such other information relating to such improvements as the Design Committee may require, shall have been submitted to and approved in writing by the Design Committee. In passing upon such plans and specification, the Design Committee shall consider the suitability of the improvements, the materials of which it is being constructed, the colors to be used and the site upon which it is being constructed, the nature of the adjacent and neighboring improvements, the quality or the material to be used in any proposed improvements and the effect of any proposed improvement. The main objectives of the Design Committee is: 1. To make certain that no improvement is so similar, or dissimilar to others in the neighborhood that values, monetary, or aesthetic will be impaired. 2. To evaluate the proposed building site and architectural elevations in a professional effort to minimize any and all impacts upon neighboring lots and their view corridors. A landscaping plan must be submitted for review and approval concurrent with all other plan submissions requirements.
10. **Development and Land Use Restrictions.** All development and use shall conform to the following requirements:
 - A. **Provisions in addition to county land use regulations.** No further subdivision of any lot will be permitted. Conformity with any and all applicable land use regulations of Teton County shall be required, in

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addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

- B. Authorized Use.** All lots and tracts are hereby restricted in use for residential purposes only, and neither the premises, nor any improvements thereon, shall be used for any commercial, industrial, public or illegal purposes. Home offices shall be allowed. No parking shall be allowed at any time on the common roads within the development due to fire protection and snow removal, except on a temporary basis for special events.
- C. Authorized Structures.** No buildings or structure shall be constructed, placed or maintained on any lot except one (1) primary residence, garage facilities, one (1) guest house, and associated out buildings, such as stable, barn and corral facilities not to exceed a total of three (3) buildings or structures on any one lot. All structures are to be similar in design and materials.
- D. Construction.** Only new construction shall be permitted. All buildings shall be "western" in character, design and architecture, and shall have interesting architectural features, which shall be subject to the approval of the Design Committee. There shall be no square or rectangular shaped structures. Residential structures shall have a minimum of six outside corners, exclusive of attached garages. All improvements shall be of new on-site construction, subject to prior approval of the Design Committee. Design Committee approval is required for all exterior siding and roofing materials. The roofs of the primary residential structure shall have a minimum pitch of six feet in twelve feet and shall have a minimum overhang of sixteen (16) inches. Roofs shall be constructed of natural woods, like tile or asphalt or composition shingles or such materials only as may be approved by the Design Committee. Exteriors shall be of natural woods and/or stone with a transparent or semi-transparent all-weather protective treatment, or painted in a style and with paint colors approved by the Design Committee. Samples of all materials to be used in the exterior treatment of any structures shall be submitted to the Design Committee for review and approval prior to any commencement of construction. All construction on the primary residence shall be completed within one year from the commencement date of construction unless the Design Committee approves an extension for good cause.

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All construction and alteration shall comply with provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition,
National Plumbing Code, current edition,
National Electrical Code, current edition,

and with such State of Idaho building, health, and safety codes as may be applicable to the subdivision.

- E. Height Limitations, Setbacks, Floor Area Requirements.** No building shall be greater than thirty (30) feet in height. Building height shall be measured from existing grade to the highest point of the roof structure, but shall not include chimneys or vents. Building setback requirements shall be the same as those required by Teton County. A minimum setback of thirty (30) feet from the front and sides of lot boundaries, and a minimum of forty (40) feet from the rear lot boundary is required. Before any construction begins on a residential lot, a site plan is mandatory and is to be submitted to the Design Committee for review and approval in order to best preserve scenic vistas and to insure the optimum unobstructed Teton view for all homes in the subdivision. The Board will respond to site plan submissions within fifteen (15) calendar days.

The principal residence on a residential lot shall have a minimum floor area of sixteen hundred (1600) square feet, exclusive of garage and basement, or, for a 2-story structure, a twelve hundred (1200) square ft. footprint exclusive of garage, is required. An attached or detached garage, which can accommodate at minimum two (2) cars, must be constructed at the same time as the principal residence. An authorized guesthouse shall have a minimum floor area of six hundred (600) square feet and shall not exceed twelve hundred (1200) square feet, nor shall a secondary structure be built prior to the principal residence. No roof top antennas are allowed. Any other type of visible reception system or antenna shall be appropriately screened and submitted to the Board for approval prior to construction or erection thereof.

- F. Utilities.** Electrical and telephone lines have been installed underground along the roadway. Connections from the lots within the property to the underground utility lines shall be completed at the lot owners expense and shall be underground.

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- G. Prohibited Structures.** No temporary structures such as mobile homes, campers, tents, yurts, shacks or other similar buildings shall be permitted on any lot. No boat, travel trailer, recreational vehicle, motor home, camper, tent or temporary structure shall be used for residence or habitation in the subdivision at any time. Any aforementioned conveniences on any lot shall be appropriately screened or garaged. In addition, semi-trucks and/or semi truck trailers shall not be parked or stored on any lot in the subdivision at any time, other than for pick up or deliveries.
- H. Maintenance.** Each lot and all improvements thereon shall be maintained in clean, safe and orderly condition. Boats, motors, tractors, vehicles other than automobiles and pickup trucks, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof, shall be kept at all times except when in actual use within an enclosed or appropriately screen structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view, with the exception of the times necessary to set trash out for removal. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, or scraps or refuse or trash shall be kept stored or allowed to accumulate on any lot. Noxious weeds must be kept under control at all times. Failure of any lot owner to control weeds on his lot, to properly contain garbage or to reasonably maintain his lawn, shall result in the Board correcting the situation and assessing the lot owner for the expense incurred by the Board.
- I. Noxious or offensive activities.** No noxious or offensive activity shall be permitted on any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause disturbance or annoyance to owners in the enjoyment of their lots, or in their use of the shared use areas. No light shall be emitted from any lot that is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

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- J. Fencing.** In keeping with the design of Dry Creek Ranch Subdivision, all lot perimeter fencing shall be buck and rail only. Lot owners shall maintain their lot boundary fences to assure adequate containment of their animals. Fence construction must allow for maintenance of irrigation pipelines and canals. All fencing within the interior of a lot shall be subject to the review and approval of the Design Committee.
- K. Water System.** Each structure designed for occupancy or used by human beings, shall be connected to a private water supply system at the owners expense. Such water system shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department.
- L. Waste Disposal.** Each structure designed for occupancy or used by human beings, shall be connected to a private, individual waste disposal system at the owners expense. Such waste disposal system shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department. No outdoor toilets shall be permitted, except during construction, and it must be of a storage type and be serviced on a need basis.
- M. Excavation and Mining.** No excavation for stone, sand, gravel, or earth shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved improvement thereon.
- N. Livestock and Pets.** No livestock or pets shall be kept or maintained on any lot except as provided herein. No domestic animal or fowl shall be maintained on any lot, other than not more than three (3) generally recognized house or yard pets, provided, however, that such animals shall at all times be contained or leashed within the lot. No farm or other large animals (llamas, sheep, goats, cows, pigs), with the exception of horses shall be permitted on any lot. Horses shall be restricted to allow one (1) horse per one (1) acre. Horses may be maintained on the individual lots if suitable fencing and shelter is provided. Any animals permitted to be kept on a lot shall be controlled at all times so that they do not cause a nuisance to neighboring lot owners and so that the presence or activity of any such pets or livestock does not harass or endanger wildlife. Grazing activity shall be done in a good husbandry-like manner so as not to

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cause the destruction of natural forage. Corrals and stables must be kept clean and maintained at all times. If any dog or dogs harass livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded, and the owners shall be responsible for any costs of impoundment. No owner of any animal or animals impounded for chasing or harassing livestock, wildlife or people shall have the right to legal action against the Board or any member thereof.

- O. Wildlife Protection.** No activity shall be allowed on any lot that disturbs or harasses wildlife. No Hunting shall be allowed on any lot.
- P. Recreational Vehicles.** Snowmobiles, motorcycles, ATVs and any other recreational vehicles are in no way to be used in such a manner as to infringe on the rights of others within the development. All recreational vehicles must be stored inside a garage or utility shed.
- Q. Irrigation Lines and Water Rights.** The Dry Creek Ranch Homeowners' Association will own and administer all water rights that belong to Dry Creek Ranch Subdivision. The elected Water Master of the subdivision will serve as the Homeowners' Association representative and voting proxy for all Subdivision shares at Grand Teton Canal Company meetings.
- R. Easements.** Easements are, hereby, reserved for the purpose of installing and maintaining utility facilities, and for such other purposes incidental to the development of the property. These include access to irrigation pipes, access to the canals which must be maintained by the Grand Teton Canal personnel, and other easements as shown on the plat of the property.

- 11. Violations, Enforcements, Liens, Costs.** The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Board or any owner of a lot within the property, or its successor in the interest as owner of the real property. Every owner of a lot within the Subdivision hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Board or other lot owners in enforcing these covenants, including reasonable attorney's fees. The Board shall have a lien against each

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lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the owner of such property, which is not paid with the time provided by these covenants

- 11. Amendment.** These covenants may be amended by the written consent of 75% of lot owners within the property.
- 12. Acceptance of Covenants.** Every owner or purchaser of a lot within the Subdivision shall be bound by and subject to all of the provisions of this declaration, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this declaration.

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DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DRY CREEK RANCH SUBDIVISION

IN WITNESS THEREOF

The undersigned have executed this instrument this 30th day of September 2004

Jeffrey R. Borer
Jeffrey R. Borer

Angela E. Borer
Angela E. Borer

STATE OF Louisiana)

COUNTY OF E. Baton Rouge ^{SS}

On this the 30th day of September, 2004

Before me, the undersigned, a Notary Public in and for said State, personally appeared

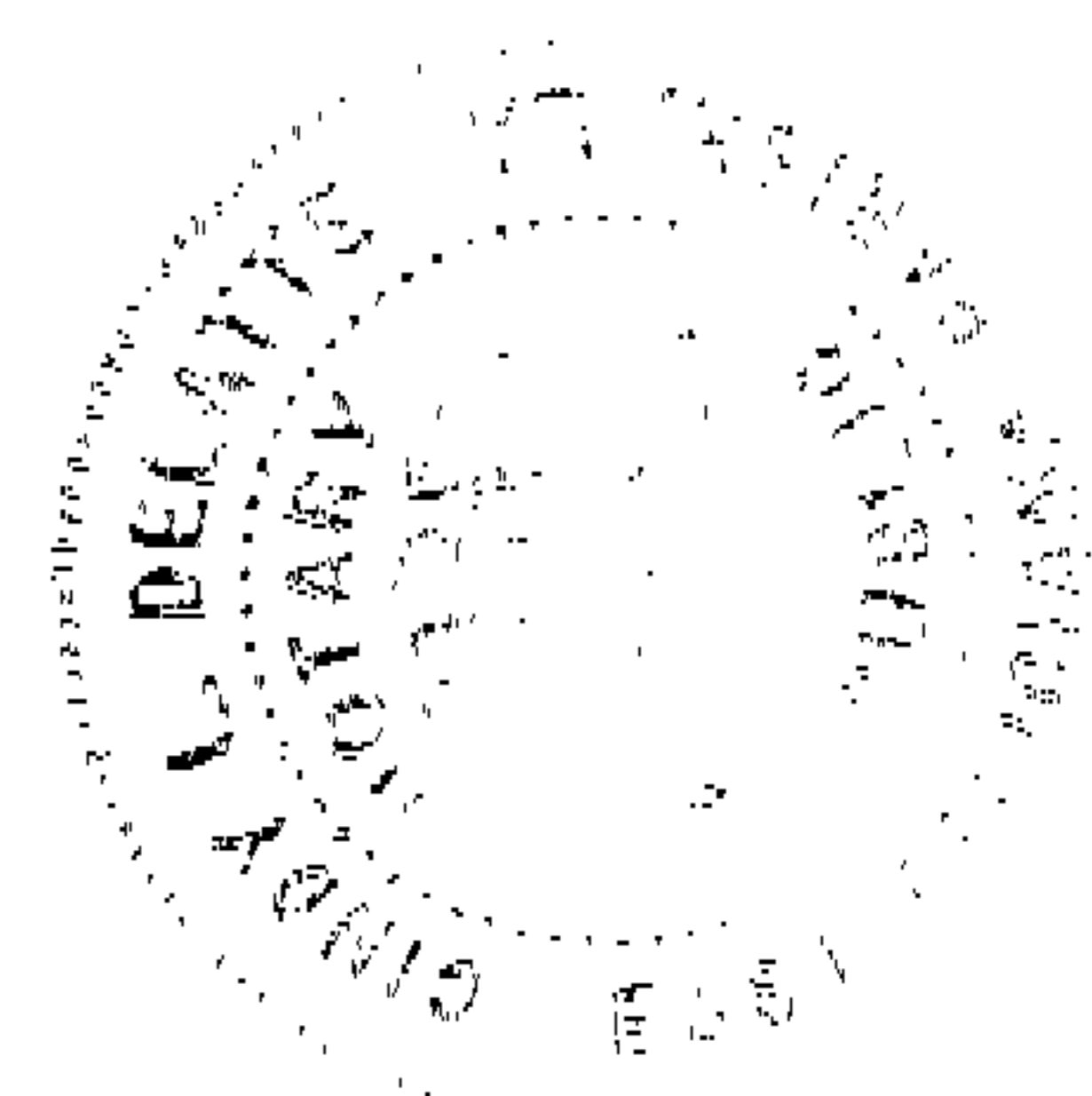
Jeffrey R. Borer and Angela E. Borer,

husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

Cindy L. Delatte

CINDY L DELATTE
NOTARY PUBLIC #53065
STATE OF LOUISIANA
EAST BATON ROUGE PARISH
COMMISSION FOR LIFE



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