



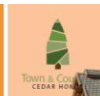
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## Maps & Documents

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DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR

RED FOX RANCH  
Targhee Ski Rd.  
Driggs, Idaho

This Declaration of Covenants, conditions, and restrictions, hereinafter called "Declarations", is made and executed in Teton County, Idaho, by JOHN E. MATTHEWS and TRUDY MATTHEWS, husband and wife, hereinafter called "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of a certain property located in Teton County, Idaho and more particularly described as follows:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 20, Township 5 North, Range 46 East, Boise Meridian, Teton County, Idaho, lying North of the County Road known as the Targhee Ski Road; LESS: That portion lying North of the center of the main channel of the South Fork of the Grand Teton Canal further described as follows: Beginning at the Northwest Corner of the South Half of the Northwest Quarter and running thence East 1065 feet, more or less, to the center of the main channel of the South Fork of the Grand Teton Canal, thence following the center of said channel until it intersects the West line of the South Half of the Northwest Quarter, thence North along said Section line 624 feet, more or less, to the point of beginning. ALSO LESS: The West 120 feet of the South Half of the Northwest Quarter and the North Half of the Southwest Quarter lying North of the County Road known as Targhee Ski Road and South of the center of the main channel of the Grand Teton Canal.

WHEREAS, the Declarants intend to sell this property in small tracts, or lots, for residential purposes only, and desire to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings, together with all improvements to be constructed or placed on said property, and

WHEREAS, it is the further desire of the Declarants as part of the general development plan for the benefit and protection of the owner of the respective lots within said subdivision to provide for certain use restrictions which shall govern and control the use

and enjoyment of said lots within the described property.

NOW, THEREFORE, the Declarants do hereby publish and declare that all of the property described above is held and shall be held, conveyed, encumbered, leased, used, occupied, and approved subject to the following conditions, covenants, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and division thereof into lots and shall be deemed to run with the land and shall be a burden and a benefit to the Declarants, their successors and assigns, and any person acquiring or owning any interest in the real property and improvements thereon, their guarantees, successors, heirs, executors, administrators, devisees, and assigns.

1. Further definition of terms used in this Declaration shall be defined as follows:

(a) "Owner shall mean any person or entity with an ownership interest in any of the above described real property;

(b) "Board shall refer to the architectural control board as established herein, and;

(c) "Property" shall mean all of the above described real property generally described as the Red Fox Ranch, located in Teton County, Idaho.

2. There is established hereby an architectural control board which will have the power specified herein plus those powers necessary to enforce the covenants, conditions, and restrictions established by this Declaration. This board shall consist of the Declarants John E. Matthews and Trudy Matthews until such time that there are three owners who also express interest in becoming a part of the board. A Homeowners Association will be formed when there are fifteen owners in existence and the Association may choose to elect three new members to the board at that time. From the time the Association is formed, the option of electing members to the board will occur yearly. No member of the board shall be entitled to any compensation for such services performed pursuant to this covenant. Neither the board nor any member thereof shall be liable to any owner for damage, loss, or prejudice suffered or claimed on account of (a) the approval of any plans, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development or manner of development of any property within the properties, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

3. Said property may be used only for residential purposes and for no other purpose. Only one single family dwelling shall be built on any lot.

4. No lot within said property shall be divided into smaller parcels and lots.

5. All construction, including alterations and improvements shall comply with standard building codes in effect and with the Idaho State Building Health and Safety Codes where applicable.

6. No building or fence shall be erected, placed or altered

on any lot described herein until the building plans, specifications and plot plans showing the location of such building and/or fences have been approved in writing as to the location of the building with respect to topography and finished ground elevations. This approval shall be the responsibility of the board.

7. All outbuildings on said lot must conform to the architecture of the family dwelling house.

8. All building shall be set back a minimum of 35 feet from property lines fronting on roads and a minimum of 15 feet from all other property lines. In addition, to facilitate snow removal, fences shall be set back 5 feet from property lines fronting on roads.

9. All housing shall be a minimum of 1000 square feet in area.

10. Roof pitch shall be a minimum of 5-12.

11. No trailers, modular homes, or any temporary type of dwelling shall be permitted on any lots.

12. The board shall have the option of permitting variances to the building restrictions listed above where size or shape of lot or topography make strict application of the restrictions impractical or difficult. The prime concern of the board will be that design, exterior finish, and location harmonize with and compliment the natural environment of the fullest extent practicable. Requests for variances shall be made in writing to the board and the board's decision shall be made within 15 days of the request. The board's decision shall be final and binding.

13. Construction must be prosecuted diligently to completion, and must have the exterior, including windows and doors, completed within 365 days from the date of commencement. Site grading and/or excavation for footings, foundations, or piers shall be construed as start of construction. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. The board shall have the option of granting reasonable extensions of time for construction when requested in writing and justified on the basis of extreme hardship or conditions beyond the owner's control.

14. Utilities including electric, telephone, cable T.V., and exterior lighting shall be installed underground.

15. All dwelling houses shall be provided with indoor toilet facilities and each lot owner is responsible to install and maintain at his own expense a sewage disposal system which must conform to all laws, standards, and regulations applicable to the area, including, but not limited to, the Idaho State Public Health Department Standards.

16. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial, or industrial activities unless previously approved by the board.

17. Pets, animals, or livestock may be kept provided that they are not allowed to run loose or to become an annoyance or nuisance to any of the surrounding owners.

18. No noxious or offensive activities shall be carried on upon such property nor shall anything be done therein which may be or become an annoyance or a nuisance to any of the surrounding owners. The term "noxious or offensive activities" includes

the open storage of pickups, trailers, machinery, trucks, automobiles, and other forms of bulk storage not normally associated with the residential uses of the property. The intention is not to prohibit such storage but that such storage shall be confined to a definite area enclosed by a building which shall be approved by the board.

19. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, discarded equipment, or refuse of any kind and each owner shall be responsible to maintain a clean and inviting appearance of all the property. Each owner shall be responsible to provide suitable receptacles for the disposal of trash which shall be screened from public view and protected from disturbance by animals and maintained in a sanitary and orderly condition.

20. Driveways and sufficient parking areas shall be provided by the owner on each lot, to permit offstreet parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated.

21. Any question or dispute as to whether a particular lot is being used within restrictions shall be submitted to the board. The board shall make this determination within 10 days.

22. If any person or persons shall violate or attempt to violate any of the covenants, conditions, restrictions, or reservations herein, it shall be lawful for any other person or persons owning any of the lots described herein to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions and either to prevent him or them from so doing or to recover damages for such damages, or both.

23. Invalidation of any one of these covenants, conditions, or restrictions by judgement of court, or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

24. This Declaration shall take effect upon recording.

IN WITNESS THEREOF

The undersigned have executed this instrument this 31 day of August in the 1980.

/s/ John E. Matthews  
John E. Matthews

/s/ Trudy Matthews  
Trudy Matthews

Recorded in Teton County as Instrument No. 85893 on July 31, 1980.