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



DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SKI HILL RANCH SUBDIVISION

KNOW BY MEN THESE PRESENTS:

This declaration of covenants, conditions, and restrictions, hereinafter called "Declarations", is made and executed by Jon A. Levin & Rhonda S. Levin, husband and wife, hereinafter called "Declarants".

WITNESSETH:

Whereas Declarant is the owner of that certain real property located in Section 19, Township 5 North, Range 46 East, Boise Meridian, Teton County, Idaho, and more particularly described as follows:

PHASE 1 AND PHASE 2 INCLUSIVE, SKI HILL RANCH SUBDIVISION

WHEREAS, The declarant intends to sell said property in small tracts, or lots, for residential purposes only, and desires 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 upon said property, and

WHEREAS, It is the further desire of the Declarant as part of the general development plan for the benefit and protection of the owner of the respective lots within said subdivisions to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered leased, rented, 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 the devision thereof into lots and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning in interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Further definition of terms used in this Declaration shall be 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;
 - (c) "Property" shall mean all of the above described real property generally described as the SKI HILL RANCH, located in Teton County, Idaho;
 - (d) "Declarant" shall mean SKI HILL RANCH;

- (e) "Declaration" shall mean this instrument by which the within covenants, conditions, and restrictions have been imposed upon the above described real property.

2. There is established hereby an architectural control board which will have the power specified herein plus those powers necessary to enforce the covenants, and restrictions established by this declaration. This board shall consist of the declarants Jon A. Levin and Rhonda Levin until such time that there are three owners who express interest in becoming a part of the board. A homeowners association will be formed when two-thirds of the total lots in the subdivision, phase one and phase two, are purchased. The homeowners association may then choose to elect three new members to the board on a yearly basis. 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 any damage, loss, or prejudice suffered or claimed an 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 for residential purposes and for no other purpose. Any question or dispute as to whether a particular lot is being used according to and within restrictions shall be submitted to the board. The board shall make its determination within thirty days and its determination shall be final and binding upon the owner of said lot.

4. None of the property described shall be used for the purpose of carrying on or maintaining any business, commercial, or industrial activities.

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 here in 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 compatibility of external design with existing structures in the tract and 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. No more than one main dwelling house may be constructed, built or placed upon any one lot.

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

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

10. All housing shall be a minimum of 750 square feet. Any structure of more than one story shall have a first story square footage of no less than 700 feet. No structure shall be more than 2½ stories.

11. No house, cabin, garage, shed, or building shall be placed closer than 40

feet from the front or rear lot lines and not closer than 25 feet from any side lot lines. No building shall be located on any lot as to obstruct a clear view at any intersection.

12. Utilities including electric, telephone, cable television and exterior lighting shall be installed underground.

13. All dwelling houses shall be provided with approved indoor toilet facilities and each lot owner is responsible to install and maintain at his own expence 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 Publich Health Department standards.

14. When construction begins on individual dwellings, a culvert of no less than 10 inches in diameter, shall be required between road and driveway in the drainage ditch at the roadside.

15. Driveways and sufficient parking shall be provided by the owner of each improved lot, to permit offstreet parking, in order to facilitate snow removal.

16. 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. 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.

17. The board shall have the option of permitting variances to the building restrictions listed above where size of shape of the 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 complement the natural environment to the fullest extent practical. Requests for variances shall be made in writing to the board and the boards decision shall be made within 15 days of the request. The boards decision shall be final and binding.

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 trucks, trailers, machinery and other forms of bulk storage not normally associated with the residential uses of the property. The intention is not be 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. All owners are responsible for keeping lots clear of weed overgrowth so as not to present a possible fire hazard.

20. No portions of this property shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of said material shall be maintained in a sanitary and orderly condition and must meet the requirements for such equipment imposed by the State of Idaho, and any other governmental agencies having jurisdiction and authority.

21. No livestock of any type may be maintained on any of the described property with the exception of domestic household pets and horses, which may be maintained on the individual lots if suitable fencing and shelter are provided. There may be no

more than one (1) horse per full acre of each lot. Horses may not be maintained if they become offensive to the surrounding owners either because of noise or odor.

22. At the time when the city or county services provide sewage hookups at the individual lots, the respective owners of said lots shall be required to hook into the sewage system at their own expence.

23. The homeowners association shall have the responsibility of accessing, on the basis of acreage, the amount required on a yearly basis to retain road clearing services for winter conditions.

24. 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.

25. 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 prevent him or them from doing so, or to recover damages for such damages or both.

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

27. This Declaration shall take effect upon recording.

IN WITNESS THEREOF

The undersigned have executed this instrument this 3 day of February in the year 1981.

/s/ Jon A. Levin

/s/ Rhonda S. Levin

Recorded April 29, 1981, at 4:20 p.m., as Instrument No. 87543, in Teton County, Idaho

ADDENDUM TO COVENANTS
SKI HILL RANCH

PHASE 2

- I. All housing in phase 2 shall be a minimum of 1200 square feet. Any structure of more than one story shall have a first story square footage of no less than 1100 square feet. No structure shall be more than 2½ stories.
- II. All housing in additions to the square footage minimum described in (I), must have, at the minimum, a one car attached enclosed garage.

IN WITNESS THEREOF The undersigned have executed this instrument this 27th day of September in the year 1982.

/s/ Jon A. Levin
Jon A. Levin

/s/ Rhonda S. Levin
Rhonda S. Levin

STATE OF IDAHO)
) SS
County of Teton)

On this 27th day of September, 1982, before me the undersigned Notary Public in, and for, said State, personally appeared Jon A. Levin and Rhonda S. Levin, 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.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

SEAL /s/ Janice M. Dustin
Notary Public for Idaho
Residing at: Victor
Commission expires: Life

Recorded October 14, 1982 as Instrument No. 91284.

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SKI HILL RANCH SUBDIVISION

The owners of lots in Ski Hill Ranch Subdivision, Teton County, Idaho, in consideration of the mutual benefits derived therefrom have agreed in writing to amend the Declaration of Covenants, Conditions and Restrictions of Ski Hill Ranch Subdivision, dated February 3, 1981, and recorded in the records of Teton County, on April 21, 1981 as Instrument No. 87543, as follows:

1. Paragraph 10 is deleted and the new paragraph 10 is added to read: "All housing shall be a minimum of 1100 square feet of the living space. Any structure of more than one story shall have a first story of no less than 1000 square feet of living space. No. structure shall be more than 2½ stories above ground level."

2. The following clause is added to paragraph 7, so that said paragraph reads as follows: "No more than one main dwelling house may be constructed, built, or placed upon any one lot, which lot may not be further subdivided."

Said written agreements are on file with the undersigned, and do not affect the Addendum to Covenants, Ski Hill Ranch, Phase 2, executed by the undersigned on 9/27/82.

DATED: December 1, 1982.

/s/ Jon A. Levin
Jon A. Levin

/s/ Rhonda S. Levin
Rhonda S. Levin

STATE OF IDAHO)
) ss
County of Teton)

On this 1 day of December, 1982, before me, a Notary Public for Idaho, personally appeared Jon A. Levin and Rhonda S. Levin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

/s/ Neil A. Johnson
Notary Public for Idaho
Residing at: Driggs
Commission expires: Life

SEAL

STATE of IDAHO)
) ss
COUNTY of TETON)

Filed for Record at the Request
of Neil Johnson, day of December
7, 1982. Instrument No. 91601.

148065

AMENDMENTS TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SKI HILL RANCH SUBDIVISION

On October 23, 2001 a special meeting was held at the residence of Dave Byers, President and Board of Directors member, for the purpose of amending the CC&Rs of Ski Hill Ranch Subdivision.

The paragraph in question is paragraph 21, and it reads as follows:

21. No livestock of any type may be maintained on any of the described property with the exception of domestic household pets and horses, which may be maintained on the individual lots if suitable fencing and shelter are provided. There may be no more than one (1) horse per full acre of each lot. Horses may not be maintained if they become offensive to the surrounding owners either because of noise or odor.

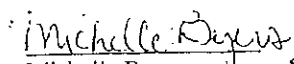
Paragraph 21 now reads as follows:

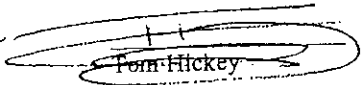
21. No livestock of any type may be maintained on any of the described property with the exception of domestic household pets and horses, which may be maintained on the individual lots if suitable fencing and shelter are provided. There may be no more than one (1) horse per full acre of each lot. Horses may not be maintained if they become offensive to the surrounding owners either because of noise or odor. A nuisance dog must be restrained to its owner's property by means of a leash, rope, kennel, fence, or electronic retention device anytime the dog is outside. The board may deem a dog a nuisance once the board has received a written complaint and has met to discuss, and vote on, the individual dog. The board will immediately notify the owner of the nuisance dog in writing of its decision requiring the dog to be restrained while outside. Examples of a nuisance dog include but are not limited to:

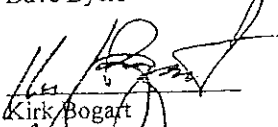
- 1) Unprovoked attack on a person or other domestic animal
- 2) Defecating on other people's property
- 3) Incessant barking
- 4)

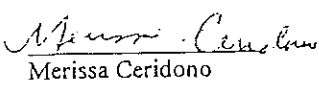
We, the undersigned directors of Ski Hill Ranch Homeowners' Association, Incorporated, do certify that the above paragraph was amended and duly adopted on October 23, 2001.

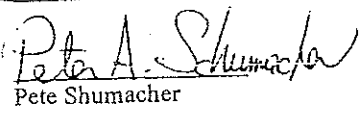

Dave Byers


Michelle Byers


Tom Hickey



Kirk Bogart


Merissa Ceridono


Pete Shumacher


Ted Martinez

Instrument # 148065

DRIGGS, TETON, IDAHO
2002-05-10 11:08:05 No. of Pages: 1
Recorded for : DAVE BYERS
NOLAN G. BOYLE Fee: 3.00
Ex-Officio Recorder Deputy 
Index to: DECLARATION OF COVENANTS

148065

148066

AMENDMENTS TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SKI HILL RANCH SUBDIVISION

On October 23, 2001 a special meeting was held at the residence of Dave Byers, President and Board of Directors member, for the purpose of amending the CC&Rs of Ski Hill Ranch Subdivision.

The paragraph in question is paragraph 18, and it reads as follows:

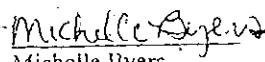
18. No noxious or offensive activities shall be carried on upon such property nor shall anything be done therein which may become an annoyance or a nuisance to any of the surrounding owners. The term "noxious or offensive activities" includes the open storage of trucks, trailers, machinery and other forms of bulk storage not normally associated with the residential uses of 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.

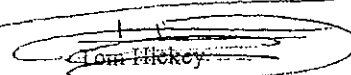
Paragraph 18 now reads as follows:

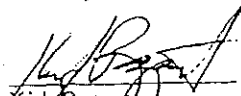
18. No noxious or offensive activities shall be carried on upon such property nor shall anything be done therein which may become an annoyance or a nuisance to any of the surrounding owners. The term "noxious or offensive activities" includes the open storage of trucks, trailers, machinery and other forms of bulk storage not normally associated with the residential uses of 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. The board can require an owner to remove "noxious or offensive" items from the property or place them in an enclosure. The board may deem an item(s) "noxious or offensive" if the board receives a written complaint and has met to discuss, and vote on, the item(s). The board will immediately notify the owner of the item(s) in writing of its decision requiring the removal or enclosure of the item(s).


We, the undersigned directors of Ski Hill Ranch Homeowners' Association, Incorporated, do certify that the above paragraph was amended and duly adopted on October 23, 2001.

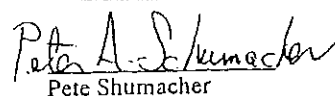

Dave Byers

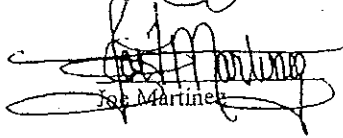

Michelle Byers


Tom Hickey


Kirk Bogart


Merissa Ceridono


Pete Shumacher


Joe Martinez

Instrument # 148066

DRIGGS, TETON, IDAHO
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Recorded for: DAVE BYERS

NOLAN G. BOYLE Fee: 3.00

Ex-Officio Recorder Deputy
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148066

148067

AMENDMENTS TO THE BYLAWS OF SKI HILL RANCH HOMEOWNERS' ASSOCIATION
INCORPORATED

On October 23, 2001 a special meeting was held at the residence of Dave Byers, President and Board of Directors member, for the purpose of amending the Bylaws of the Homeowners Association.

The bylaw in question is Bylaw Two, section (e), and it reads as follows:

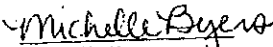
(e) To aid and cooperate with the members of this corporation and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved by a majority vote of the members of the corporation, and to counsel with the Planning and Zoning Commission and Board of Commissioners of Teton County having jurisdiction in relation to any zoning that may affect any portion of the subject property.

Bylaw Two, section (e) now reads as follows:

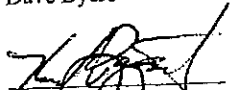
(e) To aid and cooperate with the members of this corporation and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved by a majority vote of the members of the corporation or a majority vote of the Board of Directors, and to counsel with the Planning and Zoning Commission and Board of Commissioners of Teton County having jurisdiction in relation to any zoning that may affect any portion of the subject property.


We, the undersigned directors of Ski Hill Ranch Homeowners' Association, Incorporated, do certify that the above bylaw was amended and duly adopted on October 23, 2001.


Dave Byers


Michelle Byers


Tom Hickey


Kirk Bogart


Merissa Ceridono


Pete Shumacher


Joe Martinez

Instrument # 148067

DRIGGS, TETON, IDAHO

2002-05-10

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Recorded for: DAVE BYERS

NOLAN G. BOYLE

Fee: 3.00

Ex-Officio Recorder Deputy

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148067