



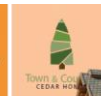
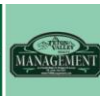
“Local Brokerage, National Results.”

Maps & Documents

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



[The following is a re-typed true version of the original CC&Rs recorded January 8, 1980 as document # 84852, that are on file with the Teton County, Idaho, Clerk and Recorder as of August 28, 2007. The original document had become very faint and hard to read in places. As of the date of recording of this document, communications to the Division I Architectural Control Board can be addressed to "Targhee Ranch Div. I ACB, P.O. Box 721, Driggs, ID 83422."]

191107 AUG 31 07 PM 3 28

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TARGHEE RANCH SUBDIVISION**

Division No. 1

KNOW ALL MEN BY THESE PRESENTS:

This declaration of covenants, conditions and restrictions, hereinafter called "Declaration", is made and executed in Teton County, Idaho this _____ day of January, 1980, by TARGHEE RANCHES, LTD., and hereinafter call "Declarant."

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:

Lots 1 through 43, Targhee 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 on 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 division 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 an interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

Instrument # 191107
TETON COUNTY, IDAHO
2007-08-31 03:28:00 No. of Pages: 6
Recorded for : WILLIAM KELLY
MARY LOU HANSEN Fee: 18.00
Ex-Officio Recorder Deputy 
Index to: DECLARATION OF COVENANTS

1. Definitions of the certain terms that are used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefore:
 - (a) Declarant shall mean TARGHEE RANCHES, LTD.
 - (b) Declaration shall mean this instrument by which the within covenants, conditions and restrictions have been imposed upon the above described real property;
 - (c) Owner shall mean any person or entity with an ownership interest in any of the above described real property;
 - (d) Board shall refer to the Architectural Control Board as established herein; and
 - (e) Property shall mean all of the above described real TARGHEE RANCH SUBDIVISION.
2. Said property may be used only for residential purposes and for no other purposes. Any question or dispute as to whether a particular lot is being used according to the within restrictions shall be submitted to the Board. The Board shall make its determination within thirty (30) days and its determination shall be final and binding upon the owner of said lot.
3. No more than one main dwelling house and one guest house may be built, constructed, placed upon, or moved upon any one lot.
4. It is understood that no lot can be re-subdivided into smaller than a one acre lot with a minimum of 100 feet frontage on all lots not located on a culdesac. No lot shall be subdivided more than one time and all re-subdividing shall be done with complete approval of all governmental agencies.
5. No house, cabin, garage, shed or building shall be placed closer than 40 feet from the front or rear and 15 feet from any side lot line. No building shall be located on any lot as to obstruct a clear view at any intersection.
6. Prior to the building, constructing or placing of any major improvements or structures on any lot, written plans shall be submitted to the Board for its approval. In the event such plans are disapproved, said structure or improvement may not be constructed, built or placed upon said lot. The decision of the Board is final and binding upon all parties concerned. A minimum of 500 square feet of ground floor living space shall be allowed and no structure shall exceed 2 ½ stories in height. All dwellings must be completed within 24 months of construction commencement.

IT IS ADVISED THAT NO DWELLING HAVE A BASMENT FURTHER THAN 36" BELOW GROUND SURFACE, AND IF OWNER SHALL CONSTRUCT A BASEMENT, IT SHALL BE THE OWNER'S RESPONSIBILITY IF FLOODING OCCURS.

7. No trailer houses will be permitted on any of the lots except for temporary recreational use and not to exceed thirty consecutive days.
8. No sheep, pigs or other animal 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 is provided. Horses may not be maintained if they become offensive to the surrounding owners either because of noise or odor.
9. All dwelling houses shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of a septic tank, seepage pit or other approved drainage. All sewage systems must have the approval of the Regional Health Department, State of Idaho.
10. When construction starts 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.
11. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial or industrial activities.
12. No noxious or offensive activities shall be carried on upon said property, nor shall anything be done within which may be or become an annoyance or nuisance to any of the surrounding owners.
13. No signs of any kind shall be displayed to the public view on or from any lot, except that signs advertising all or a portion of said property to be for sale or for rent may be temporarily maintained.
14. No portion 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.
15. The Board as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth herein, and shall have the power to assess against the owner of each lot for maintenance and site care and development.
16. There is established hereby an Architectural Control Board which will have the powers specified herein plus those powers necessary to enforce the covenants, conditions and restrictions established by this Declaration. The Board shall be composed of Leon Wilford Manning, Leon Wallace Manning, Dennis L. Wight and Richard L. Olsen. A majority of the Board may designate a representative to act in its

behalf. In the event of the incapacity, death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board nor its designated representative shall be entitled to compensation for services performed pursuant to the Declaration. The original members of the Board were appointed by the Declarant and shall serve a term of four (4) years. Thereafter, the owners shall elect the Board consisting of three (3) members. Each owner shall have one vote and the three (3) individuals receiving the most votes shall comprise the Board thereafter and serve a term of three (3) years.

17. The Board's approval or disapproval required in this Declaration shall be in writing.
18. It is the intent of the developer that to the maximum extent possible, all lands within the subdivision will be maintained in an attractive condition. To help make this possible, an irrigation system will be installed by the developer so that each lot will have irrigation water delivered to it. The developer will have the responsibility for the maintenance and operation of this system until 22 lots have been sold and during that time shall have the right and authority to negotiate on behalf of all of the owners, an arrangement to have the land farmed and irrigated. Lots on which buildings or other improvements are being constructed will have the option of making their own arrangement for maintenance of their property.

After 22 lots have been sold, the developer will form an Owner's Association that will have the responsibility and authority to operate and maintain the irrigation system, including the authority to negotiate a contract for farming and/or irrigation and maintenance of the lands, to assess on a pro-rated basis among the property owners the expense of any such contract including labor, maintenance and replacement of lines, pumps and other equipment.

19. The provisions of this Declaration may be altered, modified or amended by an instrument in writing signed and acknowledged by record owners holding 50% of the lots set forth above. Said alteration, modification or amendment shall be effective upon recordation in the office of the recorder of Teton County, State of Idaho.
20. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision. Failure to enforce any provision hereof, shall not constitute a waiver of the right to enforce said provisions, or any provision hereof.

21. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
22. This Declaration shall take effect upon recording.

[signed: Richard L. Olsen]
 TARGHEE RANCH, LTD.
 By Richard L. Olsen
 Managing General Partner

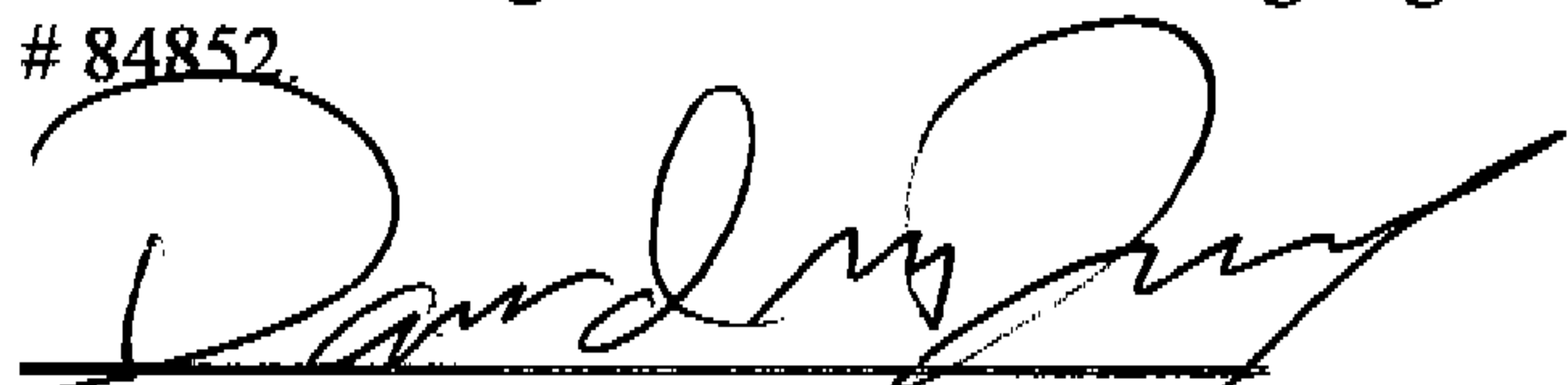
[signed: Leon Wilford Manning]
 TARGHEE RANCH, LTD.
 By Leon Wilford Manning
 Managing General Partner

[Notary Public witness statement, seal, and signature for signature of Leon Wilford Manning, dated January 3, 1980.]

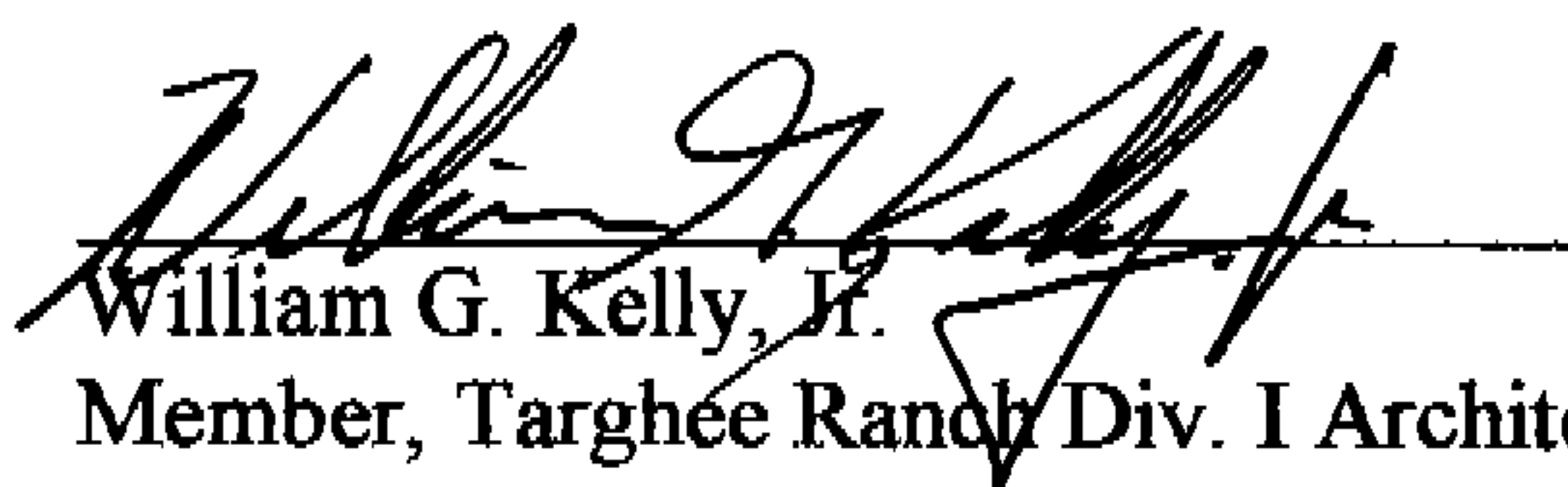
[Notary Public witness statement, seal, and signature for signature of Richard L. Olsen, dated January 3, 1980.]

[Teton County, ID, filing and recording stamp, Doc. # 84852, dated January 8, 1980.]

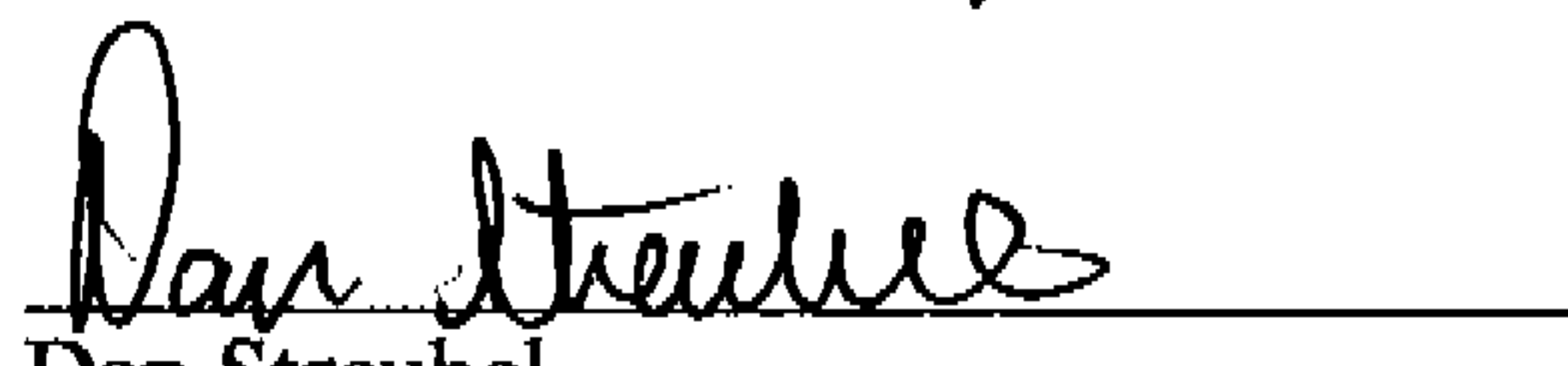
We the undersigned attest that the foregoing is a true and correct re-typing of Document # 84852.



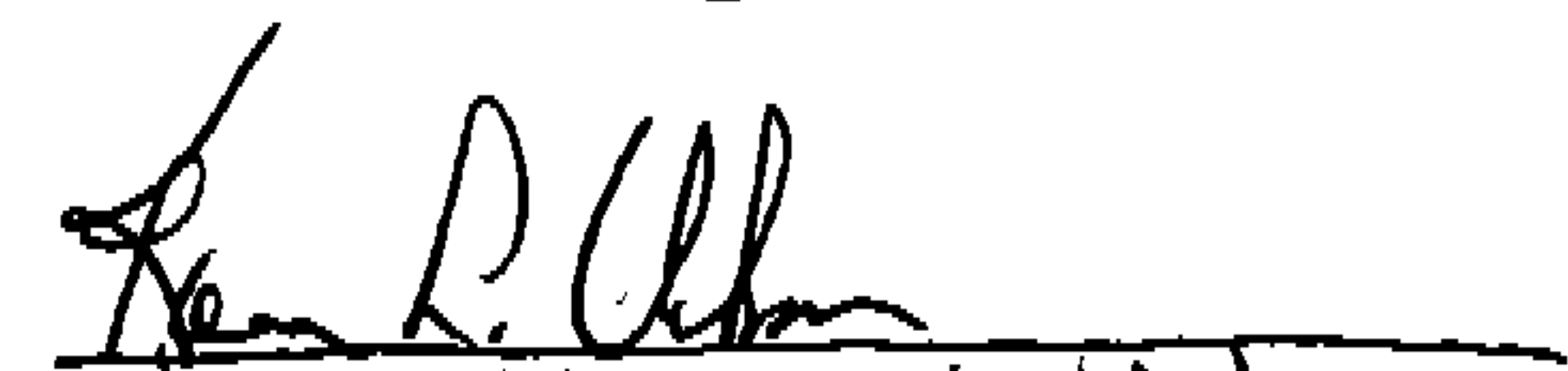
 Dave Dery
 Member, Targhee Ranch Div. I Architectural Control Board



 William G. Kelly, Jr.
 Member, Targhee Ranch Div. I Architectural Control Board



 Dan Streubel
 Member, Targhee Ranch Div. I Architectural Control Board



 Notary - Karen L. Urban Teton County
 Comm. Expires - 5/24/08 State of Idaho

