



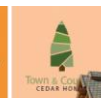
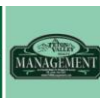
“Local Brokerage, National Results.”

Maps & Documents

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Updated 7/28/04

RECEIVED

162822

AUG 12 2004

TETON CO., ID
CLERK RECORDER

RESTATED PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TARGHEE RIDGE ESTATES
TETON COUNTY, STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS: That Targhee Ridge Estates, an Idaho Limited Liability Company, being the owner of that certain tract of land situated in Teton County, Idaho, and described as follows, to-wit:

All of the property included within Targhee Ridge Estates, County of Teton, State of Idaho, as shown on the recorded plat thereof.

In order to protect subsequent lots and Homeowners in said Targhee Ridge Estates, to the County of Teton, Idaho, and in order to assure a uniform and desirable use, occupancy and buildings on said property, do hereby impress the above described real property with the following covenants and restrictions:

- A. No lot shall be used, except for residential purposes applicable to City of Driggs and Teton County Bylaws and Zoning, no building shall be erected, altered, placed or permitted to remain on any lot other than a residential dwelling that does not exceed two stories in height and a private garage for not more than three vehicles but a minimum of two. Outbuildings are acceptable subject to approval of the Homeowners Association's Architectural Control Committee, the Teton County Planning and Zoning, and only following construction of a building which complies with all residential purposes stated herein.
- B. All dwelling construction or alteration and all landscaping of yards should be completed within a reasonable length of time, and not more than 12 months after construction has been completed. The Board shall be provided with the construction plans and specifications, estimated completion dates for dwelling construction or alteration, and landscaping. All lots shall have a good and operable automated sprinkler system that services 100% of the landscaped area. The Board shall be provided, in writing, a justification for any delays beyond the above-specified completion dates.
- C. Owners along Ski Hill Road will recognize the building envelope set in-place by the Teton County Planning and Zoning; and will maintain their landscaped berm representing the "scenic corridor requirements" also set in-place by the Teton County Planning and Zoning.
- D. No buildings shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Homeowners Association's Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. A Plan Review Fee of \$75 shall accompany two complete sets of plans and specifications prior to any review undertaken.

Targhee Ridge Estate CC&R's Page 1 of 5

Instrument # 162822

DRIGGS, TETON, IDAHO
2004-08-12 04:15:51 No. of Pages: 5
Recorded for : A W ENGINEERING
NOLAN G. BOYLE Fee: 15.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: DECLARATION OF COVENANTS

162822

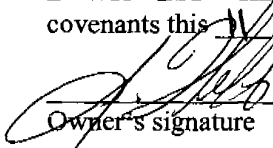
- E. No chain link fence shall be allowed. Wire, mesh, vinyl or metal fences must have a wooden pole effect. The board must approve all fences. All fences must be uniform with the surrounding areas and maintained with a natural wood texture along with all wood structures on the said property. Fences shall not obstruct the scenic view of any adjacent property owner and shall be approved by the Board prior to their placement upon any lot. No fences will be allowed along Ski Hill Road unless approved by the Teton County Planning and Zoning.
- F. No dwelling shall be permitted on any lot wherein the total living area of the main structure is less than 900 square feet, excluding open porches, garages, breeze ways, etc. Should the main structure be two stories in height, the main floor shall contain a minimum of 750 square feet of living area.
- G. No house will exceed 25% of the lot size. No building shall be located on any lot nearer to the front, side or back-lot line than what Teton County regulations has set out for this development.
- H. Easements for the installation and maintenance of utilities and drainage, underground sprinkler pipe facilities are reserved in their present location and in any future reasonable location.
- I. All propane tanks will be of the buried-type, professionally installed, inspected and approved for their type of operation.
- J. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No hunting or molesting of any animals shall be carried on within Targhee Ridge Estates, nor shall any firearms be discharged.
- K. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. A one-time exception will be allowed for a non-liveable construction trailer to be placed upon any one lot for 150 consecutive days during the construction of buildings on the lot.
- L. After 75% of lots have been sold, a Homeowners Association shall be formed from the existing lot owners to administer and enforce these covenants. Each lot owner shall be entitled to one vote per lot. Additionally, this entity shall be responsible for the contracting for services and the collection of Homeowners Fees and the disbursement of the same.
- M. Homeowners Fees. Each lot owner shall be responsible for his/her pro rated share for the snow removal, road maintenance, dust and weed control, and perimeter fence maintenance. On a yearly basis the Homeowners Association shall assess fees against each lot and notify the respective owners of the same for the following year. Failure to pay these fees can result in a lien being placed on the lot(s) owned. Until 75% of the lots have been sold the Design Group (Targhee Ridge Estates, LLC or its heirs) shall act in this capacity.

- N. There is hereby established after 75% of lots have been sold, an Homeowners Association's Architectural Control Committee which will have the powers specified herein plus those powers necessary to enforce the covenants, conditions, and restrictions established by this Declaration. The Committee shall be composed of five members who shall be record owners or representatives of record owners. A majority of the Committee may designate a representative to act in its behalf. In the event of the incapacity, death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. The record owners shall elect the Committee, consisting of five (5) members. Each owner shall have one (1) vote for each lot owned and the five (5) individuals receiving the most votes shall comprise the Committee thereafter and serve a term of three (3) years.
- O. Lot 7 has been set aside for the enjoyment of the Homeowners of Targhee Ridge Estates as a "play area".
- P. The overall plan of Targhee Ridge Estates is to have single-family residences and still create a beautiful residential area. There will be no bizarre or unsightly structures on the premises, nor property not properly cared for, and to the extent possible, there should be an aesthetic harmony between the various improvements on the entire project and the natural surroundings.
- Q. No construction of any residence, major alteration, construction of outbuildings, building of fences, major landscaping construction, or other major improvements, shall be undertaken until plans, specifications, and site plans for each project have been submitted in writing to the Homeowners Association's Architectural Control Committee for its written approval. The Homeowners Association's Architectural Control Committee shall act upon each application submitted within thirty (30) days of receipt. If the applications are not approved, construction may not be undertaken.
- In the event the Homeowners Association's Architectural Control Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- R. GUEST HOUSE. Guest house must be attached to the main house. Will not be used for a commercial entity. Will not exceed the 25% lot size identified in Paragraph "G"; and will not exceed 35% of the total home size.
- S. No signs of any kind shall be displayed to the public view on any lot except as follows:
1. One sign identifying the owner's name and/or address, professionally prepared, and not more than two square feet total area.
 2. One sign advertising the property for sale or rent not more than five square feet total area.
 3. One sign used by the builder to advertise the project during the construction period.

4. Targhee Ridge Estates shall have the right to display such signs as deemed necessary in the advertising of lots for sale in the original offering.
- T. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Dogs and cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are restrained within the property residing. Furthermore, there shall be no storage of farm machinery, farm trucks, recreational vehicle equipment, or other agricultural equipment on the premises. R.V. equipment must be kept in closed in areas that have been approved by the Homeowners Association's Architectural Control Committee otherwise stored in offsite locations.
- U. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material, shall be kept clean and sanitary and not become offensive or a nuisance. Garbage shall not be visible from any other property or street and shall be disposed of to comply with health standards of the State of Idaho.
- V. No property may be occupied without having a domestic water supply and sanitary waste disposal duly provided in accordance with the State of Idaho or other appropriate approving agency.
- W. All permanent power lines, both primary and secondary, will be placed underground.
- X. No trailers, pre-manufactured homes or modular residences will be allowed at any time.
- Y. Manufactured, baked-in color, metal roof cover is allowed, except for galvanized color, on all residential and other acceptable structures in the subdivision. Upon all chimneys a spark screen shall be installed which meets the requirements of the Homeowners Association's Architectural Control Committee and the governing county codes.
- Z. Homes will have wood siding or wood-like siding that has been approved by the Homeowners Association's Architectural Control Committee. Stone and/or stucco accents are allowed provided that it compliments the scenic corridor and enhances the surrounding homes.
- AA. Diverse kinds of landscaping shall be reviewed by the Board with the major restriction that it enhances adjacent properties and shall not be permitted to be overgrown with noxious weeds nor continuously left in an uncared-for condition. The extent of landscaping will be directly related to the appraised value or construction costs of the home and in no way will be less than 3% of the above mentioned values and have a minimum of 10 trees, no less than an average of 8 feet in height, and be of good and healthy condition, having a sufficient water supply to enhance a hardy growth rate.
- BB. Homeowners Association Dues will be established for all lots at \$250.00 per year and will be directly related to Subdivision Expenditures. Any increase or reduction of dues will be voted on by all members after reviewing budget reports.

- CC. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Costs of legal action relative to these Covenants and Restrictions will be borne by the party in error.
- DD. Invalidation of any provision of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- EE. All zoning and other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part hereof and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations if they are more restrictive than these covenants. If such laws, rules and regulations are less restrictive than these covenants, then these covenants will be maintained as minimum standards for Targhee Ridge Estates.
- FF. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until January 1, 2010, at which time said covenants shall automatically extend for successive periods of ten years, unless by a vote of two-thirds of the then owners of the lots in said Targhee Ridge Estates, it is agreed to change said Covenants in whole or in part.
- GG. This declaration may be amended by an instrument in writing signed and acknowledged by record owners holding two-thirds of the lots in the subdivision. Said amendment shall be effective upon its recording in the office of the Recorder of Teton County, State of Idaho, a like majority of lot owners may permit variances, for good cause, of particular provisions hereof, by like instrument.
- HH. There will be no further division of lots.
- II. No certificates of occupancy will be issued until public improvements are completed as per Teton County requirements.
- JJ. Low wattage exterior lighting shall be of a downward direction so as not to be offensive to traffic or neighbors.

IN WITNESS WHEREOF, the owner of the aforesaid property, does hereby impress the above protective covenants this 11 day of August, in the year of 2004.


 Owner's signature

Targhee Ridge Estates:

By: Jack WEBB Title: President

On this 11th day of August, 2004, before me, a Notary Public for the State of Idaho, personally appeared Jack Webb known to be persons) whose name(s) is executed above, and acknowledged Targhee Ridge Estate CC&R's Page 5 of 5 that he executed the same.

Rachelle Fullmer
Tetonia, Idaho
11-12-2008

RACHELLE FULLMER
NOTARY PUBLIC
STATE OF IDAHO

162822