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Index to: DECLARATION OF COVENANTS

SILVER DOLLAR RANCH

DIVISION I

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

SILVER DOLLAR RANCH

DIVISION I

This Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective this ____ day of April, 2008, by BC Properties LLC being the Owner, hereinafter referred to as "Declarant", the Owner or beneficial Owner of all lots of Silver Dollar Ranch, Division I, (hereafter "Silver Dollar Ranch") in accordance with the Plat filed and recorded in the office of the Clerk of Teton County, Idaho and which shall hereinafter be referred to as the "Property". The Property is of scenic and natural value, and 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.

NOW, therefore, Declarant, hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, assigns including granted right of use for individuals by Declarant, and including individuals in future areas of annexation by Declarant and shall inure to the benefit of each Owner of any part thereof.

ARTICLE I: DEFINITIONS

1.1 "Association" shall mean and refer to Silver Dollar Ranch Owners Association, an Idaho Non-Profit Corporation, its successors and assigns.

1.2 "Board" shall mean the Board of Directors of the Association, the non-profit corporation established to administer and enforce the terms and conditions of this Declaration as set forth herein.

1.3 "Common Roads" shall mean the private roadways within the Property which provide access to individual lot lines and common amenities.

1.4 "Common Services" shall mean the roadway maintenance and snow removal services for the common roads, common landscape, irrigation, and facility care and operations, utility line maintenance and repair services for utility lines, trail maintenance, common fencing maintenance, and care maintenance and operation of areas and facilities defined as common by the Declarant.

1.5 "Development" shall mean any alterations of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

1.6 "Lot" shall mean and refer to any of the single family residential plots of land described above and shown upon that certain recorded Final Subdivision Plat of the Property filed by the Declarant in the Office of the Teton County Clerk.

1.7 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

1.8 "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 accessory such as barns, out buildings and guest houses or other structures authorized and controlled within the Covenants, Conditions and Restrictions.

1.9 "Structure" shall mean anything built or placed on the ground, excluding fences and ground level features such as pathways or low profile patios contiguous to homes.

1.10 "Pedestrian Trails" shall be common trails depicted on the Master Plan for Silver Dollar Ranch.

ARTICLE II: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

2.1 Association Membership. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot which is subject to assessment.

2.2 Voting Rights. The Association shall have one class of voting membership. The members shall be all Owners with the exception of the Declarant and shall be entitled to one vote

for each lot owned. 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.

ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed consents to the creation of a lien against the Owner's real property to the extent of non-payment of any assessment for maintenance or otherwise levied by the Association, therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these Covenants and agrees to pay to the Association:

- 1) Operating assessments or charges; and
- 2) Capital assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The operating and capital assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, shall be the personal obligation of the entity or person who was the Owner of such property at the time when the assessment fell due, and shall be a continuing lien upon the property against which each such assessment is made.

ARTICLE IV: DESIGN/PROPERTY USE REGULATIONS

4.1 Committee for Design Review. A Committee for Design Review (CDR) is hereby created as a subcommittee of the Association. The Committee is established to coordinate, expedite, and assure fair and equitable implementation of the Design Review Guidelines and Protective Covenants. The powers, duties, and procedures of the CDR are set forth in the Bylaws of the Association and the Silver Dollar Ranch Protective Covenants and Design Guidelines and Regulations.

4.2 Membership of CDR. The members of the CDR shall be the members of the Board of Directors of the Association according to the terms set forth in the Covenants. The initial members shall be Jeff Borer, Angela Borer and Ken Chambers.

4.3 Silver Dollar Ranch Design / Property Use Regulations. Silver Dollar Ranch Design Guidelines and Regulations are hereby adopted and incorporated into these Covenants as Appendix I. The owner of each Residential lot shall comply with the CDR and Silver Dollar

Ranch Protective Covenants and Design Guidelines and Regulations in all respects. The Declarant will be responsible for the architectural design for all common buildings or structures, if any.

ARTICLE V: ADDITIONAL COVENANTS - COMMON AREAS/OPEN SPACE

5.1 Common Areas. Common open space areas include various parcels of undeveloped land as shown on the Subdivision Plat, if any.

5.2 Use of Common Areas. No property owner shall have the right to occupy or possess any of the Common Open Space Areas by reason of owning a lot in Silver Dollar Ranch, if any.

5.3 Maintenance and Management of the Common Area and Open Space, if any. The maintenance and/or repair of the common area and open space which includes the fire control facilities and common trails, common landscape, irrigation, wells, fencing, and other common facilities shall be the responsibility of the Board. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas. The maintenance, repair and replacement of all improvements on each lot shall be the responsibility of the Owner of such lot and not the Board, except as otherwise expressly set forth below. All roads are to be maintained by the Association except for driveways leading to residences from roadways within the subdivision. The Declarant shall perform all the above stated maintenance until said responsibility has been turned over to the Board.

5.4 Lawn Care and Weed Control. Every lot owner shall be responsible for the care of his or her lot including weed control. If a residence is constructed on a lot, the landscaping shall be installed within a reasonable length of time considering the season. Once installed, the landscaping, including lawn, trees, shrubs, etc., shall be cared for and not allowed to deteriorate or become unsightly and detract from the neighborhood.

Both unimproved and improved lots shall be kept free of weeds. If a lot must be cleared of weeds and the Owner fails to do so after 30 day notice from the Association or any persons in the subdivision, the weeds may be cleared and controlled and the cost and expense associated with such weed maintenance shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. Weeds shall be controlled within the common areas by the Association. The control of noxious weeds by the Association on those

areas for which the Association is responsible and the control by individual Owners on their respective lots shall be as set forth and specified under the laws and regulations of the State of Idaho and County of Teton as the same exist from time to time.

ARTICLE VI: GENERAL PROVISIONS

6.1 Lot Splitting; Consolidation.

A. Two or more contiguous lots within Silver Dollar Ranch may be combined, provided notice of intention to consolidate such lots is filed with the Committee for Design Review. Such consolidated lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single lot except for the purpose of levying and collecting assessments. The CDR will consider the authorization of guest houses on two or more consolidated lots.

B. No residential lot within Silver Dollar Ranch shall be split or divided or subdivided, unless such lot as split is then consolidated with a contiguous lot, and unless the resulting area to be built upon shall be larger than one lot.

C. Any change in lot configuration shall be approved by the CDR and appropriate governmental authorities at the County level.

6.2 Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to Silver Dollar Ranch Covenants as may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a 90 day notice of such delegation, transfer, assignments, conveyance or release.

6.3 Notices; Documents; Delivery. Any notice or other document permitted or required by the Silver Dollar Ranch Covenants is to be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the CDR at the registered office for the Association; if to an Owner, then at any lot within Silver Dollar Ranch owned by the Owner; if to the Declarant, at 750 N. 150 E., Tetonia, ID 83452, provided, however, that any such address may be changed from time to time by an Owner, by the CDR, or by Declarant by notice in writing, delivered to an Association member.

6.4 General Maintenance. The maintenance, alteration, replacement and/or repair of the common roadways, fire control facilities, wells, common trails, common landscape, irrigation, fencing, and other common facilities shall be the responsibility of the Board. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas. The maintenance, repair and replacement of all improvements on each lot shall be the responsibility of the Owner of such lot and not the Board, except as otherwise expressly set forth below. All roads are to be maintained by the Association except for driveways leading to residences from roadways within the subdivision. The Declarant shall perform or have performed all the above stated general maintenance until said responsibility has been turned over to the Board.

ARTICLE VII: ENFORCEMENT, DURATION AND AMENDMENT

7.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Duration of Restrictions. All of the covenants, conditions and restrictions set forth in these Covenants shall continue and remain in full force and effect at all times against said property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

7.3 Amendment. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty-five percent (85%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners, which instrument must be recorded in the Office of the County Clerk of Teton County Idaho. Such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Teton County Idaho.

Notwithstanding the foregoing, during the first five (5) years following the recordation of this Declaration or until seventy-five percent (75%) of the lots which are the subject of this Declaration are sold, whichever comes first, this Declaration of Covenants, Conditions and

Restrictions may be modified, amended and changed by the Declarant without the need or necessity of the consent of the then-owners of the real property which is the subject of this Declaration. This provision shall apply both to the Declaration of Covenants, Conditions and Restrictions and to the Design Guidelines and Regulations attached hereto as Appendix I.

7.4 Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or his successors in interest and/or by any lot Owner; and such remedies shall be deemed cumulative and not exclusive.

7.5 Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, his heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

7.6 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

7.7 Variances. The CDR may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances or for the purpose of enhancing views, utilizing a lot to better advantage, or enhancing the placement of improvements on the property, provided this may be done in conformity with the

intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. Notwithstanding the foregoing provision, no variance shall be allowed which has the effect of creating additional lots.

Any variances or adjustments of these conditions, covenants, and restrictions granted by the CDR, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

7.8 County Required Covenants. The following Covenants, Conditions and Restrictions are specifically required by Teton County, Idaho and cannot be changed or amended without the formal consent and written approval from the Board of County Commission of Teton County, Idaho including:

A. Maintenance of Open Space. The Association shall be responsible for the maintenance and upkeep of common open space including the control of noxious weeds.

B. Maintenance of Landscaping. The Association shall be responsible for the maintenance and upkeep of common landscaping such as lawn, pasture, irrigation, trees, shrubs, fencing, lighting, signage and other landscape items.

C. Creation of Homeowner's Association. The Association shall be duly created and bound to continuation via the Bylaws and Covenants, Conditions and Restrictions.

D. Right to Farm Provision. It is the intent of the State legislature to reduce the loss to the State of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the State of Idaho. "Agricultural Operation" includes, without limitation, any facility for the growing, raising or production of agricultural, horticultural and viticulture crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the producing for commercial purposes of livestock or agricultural commodities. No Agricultural Operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began;

provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any Agricultural Operation or an appurtenance to it.

E. Design Guidelines and Regulations. Appendix I of the Silver Dollar Ranch Covenants, Conditions, and Restrictions is the Design Guidelines and Regulations. The Design Guidelines and Regulations establish an architectural theme for the project and residences, and a framework for design, construction, maintenance and usage. Further, a plan submission and review procedure is specified which accomplishes consistent review by the Association's CDR for each and every house design and related facilities on a lot by lot basis.

F. No Further Subdivision of Residential Lots. As stated in Article VI, Section 6.1, B, no residential lot within Silver Dollar Ranch shall be split, divided or subdivided.

G. Certificates of Occupancy. It is acknowledged that no certificates of occupancy for residences will be issued by Teton County, Idaho until public improvements are complete.

H. Exterior Lighting Restrictions. The intent of the lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Area lighting shall have concealed light sources and shall be either all white or all pale yellow. Lighting shall be of the "down" type and shall not radiate out from the property. In all cases, excessive glare to neighboring properties or circulation shall be avoided. Direct light sources shall be used only to accent the architecture, landscape or for the definition of entries and walkways. Flashing, blinking, or moving lights shall not be used except for decorative lighting during the Christmas season. Protection of "night skies" is an important benefit of this Exterior Lighting Restriction. Exterior lighting shall in all manner conform with Teton County Ordinance Title 9-4-12 or any other lighting ordinance in effect at the recording of these Covenants, Conditions and Restrictions.

7.9 Additional residential property, common area and recreational amenities. Additional residential property, common area and recreational amenities may be annexed to the property by Declarant at any time, provided only that all of such additional property and property owners shall be subject to these and other applicable Covenants within this initial Silver Dollar Ranch.

ARTICLE VIII: INDEMNIFICATION

Each officer, director, and former officer and director of the Association shall be indemnified and held harmless by the Association against all expenses, claims, suits, clauses of action

demands and judgments, liabilities, including attorney's fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein such officer, director or committee member is adjudged guilty of willful malfeasance in the performance of his duties. The Association may procure and maintain insurance against such liabilities, or such kind and amount as its Board of Directors may approve.

ARTICLE IX: CONSTRUCTIVE NOTICE

Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

ARTICLE X: WAIVER

Neither Declarant or the Association nor their successors or assigns shall be liable to any Owner or Occupant of the Property by reason of any mistake in judgment, negligence, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant and/or the Association to recover any such damages or to seek equitable relief because of same.

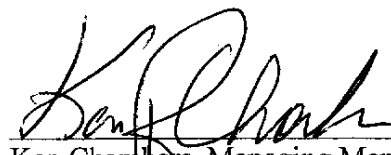
ARTICLE XI: RUNS WITH LAND

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Property and Lots within future annexation areas; shall create equitable servitude upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Owner and occupant of each Lot, his heirs, successors and assigns,

operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

DATED this 15th day of April, 2008.

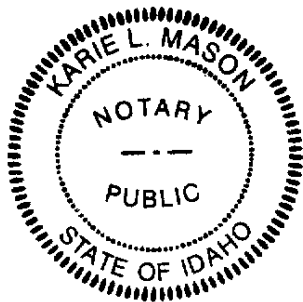

Jeffrey Borer, Managing Member of
BC Properties LLC

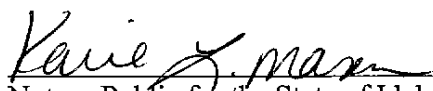

Ken Chambers, Managing Member of
BC Properties LLC

State of Idaho)
)ss
County of Teton)

On this 15 day of April, 2008, before me, a Notary Public for the State of Idaho, personally appeared Jeffrey Borer and Ken Chambers, known to me to be the same and acknowledged to me that they executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal as of the day and year first above written.




Notary Public for the State of Idaho
Residing at Victor, Id
My Commission Expires 8-19-2010

APPENDIX I

SILVER DOLLAR RANCH
DIVISION I
DESIGN GUIDELINES AND REGULATIONS

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INTRODUCTION

Silver Dollar Ranch, Division I (hereafter "Silver Dollar Ranch") property contains areas of exceptional natural beauty and topography. Silver Dollar Ranch includes views of the Teton Mountains, Big Hole Mountains and the Teton Valley.

Given the natural attributes of Silver Dollar Ranch property and the pastoral character of this area, the desire is to create an environmentally and aesthetically sensitive, low density, single family neighborhood. At Silver Dollar Ranch there is an opportunity to maintain the natural integrity and charm of the area while providing appropriate lots for single family homes.

Silver Dollar Ranch Development as approved by Teton County, Idaho and duly recorded with the Clerk of Teton County Idaho per the Final Subdivision Plat includes the following:

The Declaration of Covenants, Conditions and Restrictions (the "Covenants") of Silver Dollar Ranch contain protective covenants, conditions and restrictions to preserve and maintain the natural character and value of the Property for the benefit of all owners. This Appendix I to the Covenants contains design guidelines and regulations to assist owners in the development of their building projects.

The purpose of this document is to provide Silver Dollar Ranch lot owners a framework for design, construction, maintenance and usage that will insure each project will contribute to the long term goal of creating a development that compliments and enhances the surrounding natural environment. This document also outlines appropriate architectural requirements that reflect the specific context and environment of Silver Dollar Ranch property.

Specific Objectives are:

- To protect and enhance property values, wildlife and the natural environment.
- To respect environmental conditions and neighbors.
- To establish architectural criteria for buildings which allow for individual expression within clearly articulated restraints.
- To address all aspects of community usage and design, including: buildings, landscaping, maintenance, fences and signs.

I. Design Review Regulations

A. Silver Dollar Ranch Committee for Design Review (CDR)

1. Authority. Silver Dollar Ranch Committee for Design Review (CDR) shall act in addition to, and not in lieu of the Teton County Planning and Zoning Commission and Board of County Commission. CDR written approval of residential construction plans will be required as a prerequisite and prior to submission of plans to Teton County for a County Building Permit.

2. Committee Organization and Make-up. The CDR is established by the Owner's Association who is responsible for appointing members and terms. The CDR shall then consist of three members of the Owner's Association or may be the same as the Owner's Association. The CDR shall enforce and modify when necessary, the design regulations relating to the external design, appearance, and location of all specified properties and improvements within Silver Dollar Ranch.

3. Purpose. Silver Dollar Ranch CDR is established to coordinate, expedite and ensure fair equitable implementation of the Design Regulations and Protective Covenants. The objective of this committee is to encourage development quality that will enhance both the natural and built environments.

4. Duties. Silver Dollar Ranch CDR is responsible for administering the Design Regulations and Protective Covenants and performing the following duties:

a. To form such reasonable rules and bylaws and adopt such procedures as it deems necessary to carry out its functions.

b. To review the following such as it deems necessary:

- i. Site plans and site sections;
- ii. Landscape plans/pasture plans;
- iii. Building drawings and specifications;
- iv. Material and color samples; and
- v. Other information.

c. To require all improvements, such as the following, to be reviewed and approved by the CDR before construction commences:

- i. Construction of buildings, auxiliary structures or roads;
- ii. Alterations and remodeling;
- iii. Restorations;

- iv. Landscaping, fences and walls;
- v. Parking;
- vi. Signs and exterior lighting; and
- vii. Other site and ranch improvements.

d. To enforce height requirements contained within the Design Regulations and Protective Covenants and to designate such requirements where they are not called out.

e. To reject materials, designs and colors submitted with the plans, and the plans themselves, if they are deemed incompatible or are inappropriate with the overall plan of the subdivision.

f. To interpret design regulations and Protective Covenants as it deems appropriate and make rulings thereon.

g. To grant variances to the Design Regulations and Protective Covenants as it deems appropriate.

h. To insist upon the completion of all improvements in substantial compliance with the approved plans and specifications.

i. To enforce the Design Regulations and Protective Covenants in a court of law.

j. To revoke or suspend approvals and order the suspension or cessation of any construction in violation of the Design Regulations and Protective Covenants or any approval issued by the CDR.

k. To require that a fee of \$250.00 be paid for the review and approval of building plans and specifications.

l. To require the submission of landscape plans with all requests for review and approval of building plans.

5. Liability. Neither the CDR nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of the following:

a. The approval of any plans, drawings or specifications, whether or not defective.

b. The construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications.

c. The development or manner of development of any property within Silver Dollar Ranch, provided, however, that such member has acted in good faith.

B. Regulations & Codes.

1. General Zoning Regulations. Silver Dollar Ranch includes lands within the jurisdictional areas of Teton County. Silver Dollar Ranch shall be consistent with all applicable Teton County and State of Idaho regulations. In addition to these Design Regulations, building design will be regulated by County, State and Federal regulatory agencies having jurisdiction. The Owner or his or her agent shall be responsible for ensuring conformance with any applicable regulations, and should check with Teton County and State of Idaho Building Codes Division to verify that the most recently adopted edition of any applicable regulation is being used. Lot owners and residents of Silver Dollar Ranch are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural farming practices can result in dust, smoke, animal odors, flies and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays, burning and the use of machinery early in the morning and sometimes late into the evening. No construction of, or alteration to, any improvements whether temporary or permanent, including but not necessarily limited to buildings, fences, walls, earthwork, paving, vegetation, signs, or secondary structures such as utility or trash enclosures, antennas and storage tanks shall be commenced on any lot prior to receiving the written approval of the CDR. Interior modifications and/or improvements that do not alter the exterior appearance of a building, or the site improvements, shall not require the approval of the CDR.

2. Density, Allowable Uses, Allowable Areas and Setbacks.

a. Density. Not more than one single family residence may be built on each residential lot.

b. Allowable Uses. Each residential lot shall be used exclusively for residential purposes, and no more than one family (including its support staff and transient guests) shall occupy such residence, provided, however, that nothing in this subparagraph below shall be deemed to prevent: Construction of detached garages in accordance with the Design Regulations and Protective Covenants; Construction of guest houses in accordance with the Design Regulations and Protective Covenants; guest houses shall be a maximum of 1,800 square feet; Any artist, artisan, craftsperson or professional from pursuing his or her artistic or professional calling upon the lot or dwelling unit owned by such artisan if such artist, artisan or craftsperson also used such lot or dwelling unit for residential purposes and does not advertise any product or work or art for sale to the public upon such lot or dwelling unit; The leasing of any lot from time

to time by the Owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Owner's Association.

c. Building Envelope. Building envelopes are regulated by the Silver Dollar Ranch final recorded plat. Each lot in Silver Dollar Ranch shall at a minimum conform to the following setback requirements of:

- Front - 30'; - Rear - 40'; - Side - 30'

All dwellings, exterior parking spaces, garages, carports, porches and decks shall be contained within or concentrated in a contiguous way acceptable to the CDR with the building envelope area or minimum setback requirements as described above.

d. Maximum Building Footprints and Minimum Floor Areas. The single family residences shall have a maximum building footprint of 3,000 square feet, exclusive of exterior parking spaces, garages, carports, porches and decks. The minimum floor area at ground level of any single family residence shall not be less than 1,600 square feet, exclusive of exterior parking spaces, garages, carports, porches and decks. Each principal residential structure shall have as a minimum an attached or detached two car garage.

3. Codes. All construction must comply with the provisions of the latest edition of the following design regulations, codes and their amendments.

- Silver Dollar Ranch Design Regulations
- Protective Covenants of Silver Dollar Ranch
- International Building Code
- National Electrical Code
- Uniform Mechanical Code
- Uniform Fire Code
- National Fire Protection Association Code
- State Fire Code Standards
- and all other applicable County, State and Federal Regulations

II. Environmental Regulations

A. Native Vegetation. It shall be recognized by the Owner of any lot within Silver Dollar Ranch that some wildlife species live on or wander through the property during various times of the year. The following limitations on use and development are intended, in addition to all other

requirements of this manual, to protect, preserve and maintain the existing wildlife habitat, and to minimize the adverse effects of development on wildlife habitat.

1. Existing Vegetation. No Owner of any lot shall remove or alter or allow others to remove or alter any of the existing native vegetation thereon, except as is absolutely necessary for the clearing and preparation of the development area for the purposes of constructing authorized structures or roads thereon.

2. Non-Native Plants. Introduction of non-native plant species which might compete with native species, harm native species, or result in the decline of native species is prohibited except where it is shown that such introduction can improve or prevent undue damage to the natural environment. The planting of ornamental (non-native) woody or shrubby vegetation, especially attractive to wildlife, for landscape purposes is discouraged in order to reduce the likelihood of human-wildlife encounters on home sites.

3. Chemicals. The use of chemical herbicides and pesticides is prohibited except for the control of noxious weeds as required by law. Non-chemical weed control is strongly encouraged. Only approved herbicides should be used as approved by County Weed Board representative who should be consulted before applying chemicals to sensitive areas. Contact a local nursery for the most effective pesticides that least impact desirable species of insects.

4. Burning. The open burning of any materials or vegetation is prohibited, except as defined in Section VI-B.

5. Clearing of Trees/Vegetation. No destruction, removal, or alteration of living native vegetation except during preparation of a building within the designated development area shall occur without permission from the CDR. The CDR may grant permission to clear native vegetation when a building site is being prepared for construction or when trees threaten a building, block an established road, fall across a fence, or otherwise inhibit established residential activities. All areas disturbed by construction shall be re-seeded with native vegetation types.

B. Wildlife Enhancement.

1. Human/Wildlife Confrontations. Residents and guests on the property shall not harass wildlife and should avoid areas of wildlife concentration. Loud, offensive, or other behavior which harasses or frightens wildlife in common areas is prohibited. Indiscriminate use and disturbance of wildlife refuge is discouraged.

2. Damage Claims. Owners acknowledge that wildlife damage to landscaping will undoubtedly occur since the property is located within wildlife habitat. Owners shall accept that risk and shall not file claims against the Owner's Association or any other governing body for such damages.

3. Taking of Wildlife. The taking of any and all wildlife species by any means within the property is prohibited except for the catching and keeping of fish, if any, from private ponds and the control of individual animals known to be causing unacceptable damage to property (e.g. a porcupine identified as girdling trees). No hunting or shooting of firearms shall be allowed on any lot.

4. Artificial Feeding. Artificial feeding of deer, fox, coyote or any other wild animals anywhere on the property is prohibited. Artificial feeding greatly enhances disease, infection and transmission potential, tends to lead to accelerated habitat degradation on feed sites, and attracts or "short stops" wildlife en route to natural winter ranges and causes them to rely on humans when it is not necessary.

5. Domestic Pets. Not more than four generally recognized house or yard pets are permitted. All such animals shall at all times be restrained or leashed and provided further that such animals shall be subject to the provisions of subparagraphs above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Owner's Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. If any animals are caught or identified chasing or otherwise harassing wildlife or people, the CDR shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than two hundred fifty dollars (\$250.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife or people on a second occasion, the CDR shall have the authority to have such animal or animals impounded or destroyed, the termination or disposition being at the sole discretion of the CDR. In the event that such animal or animals are not destroyed, the CDR shall assess a penalty of not more than two hundred fifty dollars (\$250.00) per animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing wildlife or people shall have a right of action against the CDR or any member thereof, for the impoundment or destruction of any such animal or animals.

6. Ranch Practices. Habitation of horses and other agricultural animals are forbidden on all residential lots. No other use shall be permitted except with the express written consent of the CDR.

III. Site Design Guidelines & Regulations

The integration of buildings into the landscape of Silver Dollar Ranch is important to the success and appearance of the development. Site Design Regulations specifically serve to protect and enhance the natural landscape, view sheds and natural habitat. Building locations shall minimize the impact of cut and fill for roads, buildings, paths and other site improvements. New landscaping and plant materials shall be grouped in clusters in order to mimic existing vegetation patterns.

A. Topography & Site Features

1. Response to Character of Land Form. A building envelope may be designated within each site, in order to assure that each building site responds to the existing topography.

2. Foundation Studies. Foundation studies shall be conducted for all buildings constructed on slopes greater than 15%.

3. Site Drainage. All site plans must indicate surface drainage patterns. All grading within the development must relate to and blend into the surrounding natural landscape. Care should be taken to limit the extent of cuts and fills. All cut and fill areas must feather into the natural topography within the confines of the property boundary.

4. Driveways & Parking. All driveways and parking areas shall respect existing land forms and vegetation. Parking areas and garage doors shall not be the primary visual element of any residence. Every effort shall be made to diminish the impact of the entry to the garage through the consideration of angles of approach and landscaping. All parking shall be within the lot boundary, off public and private right-of-ways. At least two of these parking spaces shall be enclosed in the required two car garage. The construction and maintenance of all driveways and culverts shall be the responsibility of the owner. Culverts shall be equipped with flared ends, tapered into the landscape. Driveways and parking areas shall be crowned and sloped for adequate drainage and safety. Driveway and parking surfaces shall be asphalt, concrete or other materials as approved by the CDR. Materials shall restrict weed growth and dust and maintain a

clearly defined edge between the landscaped area and the driveway surface. Materials shall withstand deterioration from winter snow plowing and erosion.

Driveway approaches shall be limited to 20 feet maximum in width, and to an 8% slope, unless otherwise approved by the CDR. Where cut and fill is required to maintain grade such cut and fill shall be no greater than four (4) feet high and twenty-four (24) feet in uninterrupted length. All lots are limited to not more than two driveway approaches.

B. Utilities and Site Details.

It shall be the sole responsibility of the owner to contact utility companies prior to any excavation and grading, including but not limited to the following: Fall River Cooperative, and Silverstar Communications.

1. Utilities. Utilities shall be installed underground. Television antennas and satellite dishes should be those of smaller size of the most recent technology. Satellite dishes shall be screened from adjoining lots and streets. Television antennas shall not be visible from the street. Radio towers are prohibited on the residential lots. Meters shall be placed in a location so as to be accessible to the meter reader and yet not highly visible from adjoining roadways or properties. Meters, transformers and other utility boxes may be concealed with landscaping, provided utility personnel are able to access equipment as needed. All conduit wires servicing the meter are to be beneath the exterior wall sheathing or enclosed.

2. Irrigation Water Supply. None.

3. Domestic Water Supply and Wastewater Treatment.

a. The residential lots shall employ a private domestic water well for residential uses. Such water wells shall be installed by each lot owner for their water supply needs.

b. The residential lots shall have individual septic and waste water systems. Such private domestic septic tanks and drain fields shall be installed by each lot owner for their domestic wastewater disposal.

c. Both domestic water wells and domestic septic systems must adhere to State and County requirements and permitting procedures.

d. The operation and maintenance of the individual septic, waste water systems and wells will be the specific responsibility of the individual residential lot owner but enforcement may be governed by the Silver Dollar Ranch Property Owners Association or a sub-association of such.

e. Owners are encouraged to use water saving appliances and devices in the design of their residences.

5. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, compost piles or storage piles shall be screened or concealed from view of other dwellings and common areas.

6. Exterior Lighting. The intent of the lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Area lighting shall have concealed light sources and shall be either all white or all pale yellow. Lighting shall be of the "down" type and shall not radiate out from the property. In all cases, excessive glare to neighboring properties or circulation shall be avoided. Direct light sources shall be used only to accent the architecture, landscape or artwork, or for the definition of entries and walkways. Flashing, blinking, or moving lights shall not be used except for decorative lighting during the Christmas season, over which the CDR has the capacity to regulate. Exterior lighting shall in all manner conform with Teton County Ordinance Title 9-4-12 or any other lighting ordinance in effect at the recording of this document.

7. Recreational Vehicles. Campers, RVs, or similar vehicles are to be screened from neighbor's views. Only temporary construction shelters maintained during and used exclusively in connection with the construction of any work or improvement shall be permitted. No person shall reside in such temporary construction shelters or facilities unless application is made therefore and approved by the CDR. No snowmobile, motorcycle or similar device shall be operated on any lot for commercial purposes. No snowmobiles, motorcycles, ATVs, or similar vehicles may be used for access to and from residential structures or across common areas. The storage of all such vehicles listed above shall be enclosed.

8. Kennels. Kennels must be placed in an area which is inconspicuous and removed from the direct view of neighbors and the primary road. All kennels must obtain the CDR's approval for size, materials and location. A dog run shall be permitted provided that the size, construction and location have been pre-approved by the CDR.

9. Lot Fencing. Perimeter lot fencing shall not be allowed unless otherwise approved by the CDR. In no event shall chain link, wire or barb wire fences be allowed.

C. Landscaping.

In general, landscaping within Silver Dollar Ranch should link the development to the native landscape. When completed, the buildings within Silver Dollar Ranch should complement the natural rolling meadow landscape. Through effective use of planting, the architectural elements can be softened and blended into the land forms and vegetation of the site. New plant materials should respect existing or natural plant patterns. Trees, shrubs and ground cover should be placed in groups of similar species, rather than alone or with a number of other species. In an effort to blend with the surrounding environment and acknowledge the extreme conditions of temperature and moisture, an informal landscape using indigenous plant materials is recommended. All owners are required to maintain their grounds. Should the owner be a part-time resident, maintenance contracts shall be entered into with local landscape and maintenance companies. If grounds are not being maintained, the owner will be notified to rectify the situation. If maintenance is ignored, arrangements will be made to have the necessary work done and the owner will be billed. The CDR requires that all disturbed areas during the building process be restored to their natural state, or landscaped to a degree that is acceptable to the CDR. Sowing of wild grass seed over a disturbed area is not sufficient to restore the land. Owners and their builder should designate land areas that will not be disturbed during construction. All areas disturbed by construction shall be re-seeded with vegetation types approved by the Teton County Weed Control officer. All properties within Silver Dollar Ranch shall also be controlled for noxious weeds. It is the owner's responsibility to restore and landscape his or her property. Landscaping should begin no later than the beginning of the first growing season after completion of the home and should be substantially completed by the end of the second growing season.

1. Screening. Planting can be used effectively to screen yards and decks for privacy and to avoid glare from sources such as automobile head lamps. Sight lines at roadway shall be preserved by holding plantings back sufficiently from the roadway. As a basic solar consideration, clusters of evergreens should be placed on the north and east sides of a building to provide a wind break from prevailing winter winds. Deciduous trees and shrubs can be placed on the south and west sides to provide shade in the summer months and allow sun to penetrate into the building during the winter months.

2. Snow Storage. Plants located in snow storage areas or in areas of snow and ice shedding should be able to withstand the accumulated snow loads.

D. Plant Materials.

Suggested plant materials for Silver Dollar Ranch are based on plant materials that have been observed growing in the Teton Valley and other areas with a similar climate and elevations above sea level. Since many factors affect the success of plant material, a qualified landscape architect or contractor familiar with local conditions should be consulted. The selection and location of plant materials by individual owners shall minimize water usage.

1. Suggested Plant Materials. Trees: Deciduous: Aspen, Cottonwood, Alder, Willow, Crabapple, Chokecherry, European Green Birch, Rocky Mt. and Big Tooth Maple. Evergreen: Douglas Fir, Lodge Pole Pine, Engelman and White Spruce, Subalpine Fir and Rocky Mountain Juniper. Shrubs: Alpine Currant, Red Twig Dogwood, Potentilla, Plum, Serviceberry, Snowberry, Caragana, Catoneaster, Grape Holly, Junipers (many varieties), Spirea, Woodrose. Ground Covers: Phlox, Potentilla Verna, Kinnickinnick, Agua, Periwinkle, Sedum (many varieties). Grasses: Natural pasture grasses and wildflower mixes. Lawns: Drought tolerant and water wise mixes including sheep fescue, buffalo grass and crested wheat grass.

IV. Building Design Guidelines & Regulations.

The intent of the following building requirements is to provide continuity to the context of the built environment, while accomodating some individual expression. Through the use of materials and color, all structures in the residential districts will blend into the surrounding site. These regulations specifically require custom designed homes and other farm/ranch structures that are sensitive to environmental conditions and specifically prohibit tract type designs, inadequate site planning solutions, unorthodox design solutions or other problematic approaches that impair or erode property values and/or aesthetic values.

The architectural guidelines at Silver Dollar Ranch stress a strong traditional theme and vocabulary which recalls the integrity of indigenous farm structures and ranch structures of the region. This philosophy is not intended to inhibit creative architectural solutions, but is intended to carefully guide the architectural theme of the community to ensure a successful long term aesthetic and functional solution. This will benefit both the immediate neighborhood as well as the larger Teton Valley community. Furthermore, the architectural theme for Silver Dollar

Ranch is specifically intended to create a traditional western community feeling and friendly streetscapes. Silver Dollar Ranch is to be a neighborhood of curvilinear roadways, prominent front porches and quaint traditionally styled homes. Garage doors are to be specifically subdued. The homes are to be designed to reflect the aesthetic and lifestyle values of the older traditional farm styles and ranches of Teton Valley while providing contemporary floor plans consistent with the needs of today's families. A vocabulary of architectural details and craftsman embellishments are to be considered for tasteful use in the exterior designs, including:

- Highly visible and roomy front porches with depths of a minimum of 6' - 8'.
- Highly visible, well accented and weather protected front door entry areas.
- Traditional double hung and divided light windows with strong external accent trim.
- Appropriate use of exposed beams, contoured rafter tails, natural looking roof materials, stone/brick accents, traditional look siding materials with emphasis on horizontal materials and wood shingles contrasted with vertical elements.
- Strong "Story Book" roof shapes with dormers and shed dormers.
- Appropriate use of subdued colors to tastefully define and embellish the architectural character of the homes.
- Emphasis on the re-creation of the charm and aesthetics of the historical "Bungalow", "Craftsman", "Country Style", or "Cottage" type houses prevalent in the earlier history of the region.
- "Four Sided" architecture that is pleasing and friendly on all sides.
- Low profile, carefully adapted structures that conform to the rolling land forms and minimize visual impact.

These criteria outlined above will be of paramount importance in the review and approval process of house plans and building plans by the CDR.

A. Building Height.

Building heights within Silver Dollar Ranch shall be limited to a maximum of 25 feet for roof slopes less than 6:12 and 30 feet for roof slopes greater than 6:12. Building height shall be measured from the highest roof ridge to the lowest adjacent grade. On complex buildings with multiple heights, the building height shall be determined by calculating the highest ridge line of the building, and measuring to the average of the highest and lowest finished grade. Finished

grade shall be the final elevation of the surface material, whether soil, paving, or decking, adjacent to the building as shown on the Architect's drawings.

With the approval of the CDR, chimneys, cupolas, and other architectural features may exceed the given height limitations by no more than 4 feet. Where topographic characteristics allow buildings should be "benched" or "stair stepped" into the hillside following the natural slope. There shall be a minimum of twelve (12) feet of horizontal separation for each story or level of a structure for hillside lots. No "flat" two story elevations visible from off the property or roadways within the property will be allowed. Essentially, the structures at Silver Dollar Ranch are to be one story in appearance but careful stair stepping allows for multiple floor levels as long as the one story aesthetics are achieved. Second level space within the roof structure with the use of dormers is considered to achieve this proper elevation aesthetic. The CDR has discretion and authority to enforce this important requirement. And the CDR can use discretion and flexibility in the enforcement of this requirement as necessary to achieve acceptable aesthetic solutions.

B. Roof Form.

The architecture within Silver Dollar Ranch should complement and respond to the natural qualities of the foothill landscape. The consistency and compatibility of roof shapes, pitches and materials will contribute significantly to the continuity of the character of Silver Dollar Ranch. The following design regulations have been developed to allow for distinct building forms while addressing the character of the entire community. When refining roof forms, consideration should also be given to the prevention of excessive snow build-up and snow shedding.

1. Shape and Pitch. When considering roof shapes and pitches for buildings within Silver Dollar Ranch, designers should consider the simple gable shapes and steep pitches of buildings found within many of the surrounding clusters of farm buildings. Lower roof forms are preferred for exposed hilltop sites. Mansard roofs, pseudo-mansard roofs, curvilinear roofs, and A-frame roofs are not allowed. Primary roof forms shall not be greater than 9:12. Secondary roofs may be shed roofs with pitches not less than 4:12 when attached to major building forms. The CDR reserves the right to waive the minimum or maximum roof pitch requirement when, in its sole judgment, a lower or higher roof pitch is more appropriate for the design of a building,

and does not compromise the integrity of Silver Dollar Ranch. This privilege may be exercised by the CDR without relinquishing its right to enforce the minimum requirement on other projects.

2. Dormers, Secondary Roofs, Skylights and Solar Collectors. Dormers and secondary roofs are encouraged, both to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers and secondary roofs may have gable, hip or shed forms and may be stacked in multiple forms. When designing the location of skylights, consideration should be given to both the interior and exterior appearance of the unit. Locations should also be coordinated with window and door locations. Skylights shall be located away from valleys, ridges and all other areas where drifting snow may hinder the performance and safety of the unit. Skylights should be of high quality, insulated, double pane construction. Solar collectors shall be integrated into the overall roof design, and shall be placed flush with the slope of the roof or wall of the building.

3. Entry Definition, Overhangs and Fascias. Action should be taken in design to minimize shedding of snow and ice toward driveways, sidewalks, porches, decks, balconies or any other areas which may be damaged or cause injury. Entrances should be expressed with gable or shed roof forms and protected with adequate overhangs. All roofs shall have overhangs of at least 2 feet. All fascia materials shall be a minimum of 8 inches. Built-up fascias of 12 inches are preferred.

V. Material and Detail Guidelines & Regulations.

Materials in Silver Dollar Ranch shall be selected for the quality, durability and maintenance characteristics. The following are the only allowable materials in Silver Dollar Ranch.

A. Roof Materials. Roof materials above occupied areas of buildings, or in areas exposed to the sun, mechanical vents, and heat from adjacent chimneys shall be carefully selected to address the freezing and thawing cycle common to most roof designs. Cold roof systems with adequate ventilation and insulation are recommended. Roof materials shall be constructed of fire resistant materials carrying a Class A or Class B rating. The following are the only acceptable roof materials:

- Class A or B treated wood shakes or shingles.
- Natural and synthetic slate tiles.

- Class A asphalt random tab shingles in an "architectural" grade acceptable to the CDR.
- Other similar materials, as allowed by the CDR including corten metal, or muted metal colors acceptable to the CDR.
- All roof flashing vents, hoods, and roof accessories shall be copper or a prefinished metal that blends with the color of the roofing material selected.
- No shiny or reflective roofing or flashing, vents, hoods or roof accessories are allowed.

B. Gutters, Down Spouts and Flashing. Gutters and down spouts are allowed but they must be of a color and finish that blends with the finish colors of the structure. Unpainted gutters, down spouts or flashing will not be allowed. Flashing materials shall be of copper or painted or anodized sheet metal.

C. Roof Mounted Equipment and Ventilating Roof Protections. All roof mounted equipment shall be integrated into the overall roof design and screened. All sewer, bath fan, hot water heater, wood or gas stove, or other roof venting stacks shall be painted a color as similar as possible to the roof material color.

D. Exterior Wall Materials. The character of the building exterior should be kept simple in order to harmonize and compliment the surrounding environment of the site. Natural materials and subdued colors should predominate the main body of the building. Exterior trim can be more colorful and contrast with the main body. The CDR shall consider materials not listed below that maintain the aesthetic continuity of Silver Dollar Ranch.

1. Stonework. Stonework shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. Artificial stone shall be permitted as an exposed material. Detailed drawings of all stonework shall be included with the Final Plan Review materials.

2. Unit Masonry. Unit masonry materials shall be limited to brick, as approved by the CDR. Brick surfaces shall be limited to 20% of the exterior surface area, and shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance.

3. Concrete. Exposed concrete foundation walls between ground level and exterior wall siding shall be a maximum of 8 inches. Foundation exposure over 8 inches shall be finished with synthetic textured stucco (stained a subdued color in harmony with the building), stone, or treated wood.

4. Stucco. Limited/subdued use only is to be allowed. Synthetic stucco shall be permitted providing that the finished surface is adequately textured to obscure the pattern of

insulation panels. Synthetic stucco surfaces shall be a subordinate portion of the exterior surface area, and shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. Stucco homes with significant wood accents may be considered by the Board.

5. Wood Siding/Wood Product Siding. Smooth or rough sawn wood siding shall be an acceptable exterior wood sheathing materials. Wood shingles shall be used only as smaller scale accents to the larger scale materials of the exterior walls. All wood siding shall be painted or stained. Other wood product siding will be considered by the CDR on a case by case basis.

6. Natural Log. Natural, hand peeled log materials, assembled with irregular diameters and lengths, shall be the only acceptable uses of log products. Prefabricated kit homes, including prefabricated homes of any type, shall not be allowed.

E. Chimney Materials, Composition and Proportion. Chimneys, flues and vents can be used to create visual contrast to the dominant roof forms of the buildings within Silver Dollar Ranch. All flues shall be enclosed with a chimney cap and fitted with a spark arrester. No exposed metal or clay flues shall be allowed. All chimney forms shall relate to the overall building, all flues shall be masonry and shall be covered with either stone, brick or stucco. No chimney's enclosures shall be clad in wood, unless specifically approved by the CDR. Chimneys and flues shall be located to avoid smoke and fumes at ground levels created by down slope winds. Buildings adjacent to steep slopes or with unique roof configurations shall give special attention to down drafts. All chimneys shall be located as high as possible on the upwind side of the roof to ensure adequate disbursement of smoke. Building vents and flues for such functions as ventilation and exhaust should be consolidated into enclosures wherever possible and should typically be concealed from public view.

F. Exterior Windows and Doors.

1. Scale, Composition and Proportion. Window and door patterns and reveals should be carefully studied to create interest, variety and consistency. Uninterrupted bands of window and doors shall not be allowed in any building. Window and door locations shall be carefully considered to avoid being obscured by accumulating snow.

2. Solar Orientation and Exposure. The design and location of exterior windows should respond to the solar orientation of the building. Energy considerations should be addressed in the building design.

3. Materials. Windows and doors shall be constructed of natural, stained or painted wood, or pre-finished enamel or colored aluminum cladding. All glazing shall be framed in walls of stone, stucco or wood. Glass curtain walls shall not be approved. Mirrored glass shall not be used. Glass storm panels, set within the window sash, may be used within divided light windows, provided that the storm panel is installed on the interior side of the window. Divided light glass must be authentic appearing. Authentic appearing snap-in grills will be considered.

4. Garage Doors. Garage doors shall be subdued and oriented away from the street, and shall be de-emphasized in the elevation of the building. Doors shall be recessed a minimum of 6 inches in an exterior wall, and shall be subdivided with secondary materials. Exceptions shall be reviewed by the CDR on a lot by lot basis. Garage doors should be the primary color of the building.

G. Decks, Balconies & Terraces.

1. Design. Decks, balconies and terraces shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows are encouraged. Terraces should be used to integrate the building and landscape by creating a transition between the built and natural character of the site.

2. Materials. Low level decks shall be skirted to grade. Decks which are not practical to skirt shall be designed to ensure that the underside of the deck is integrated with the design of the building. Exposed anodized aluminum joist hangers will be allowed, so long as they are not visible from adjoining streets and properties. Posts shall be a minimum of eight inches square, and should be paired together to diminish a thin visual appearance. Materials and colors shall be consistent with the building and surrounding landscape.

H. Building Color. Exterior color schemes throughout Silver Dollar Ranch shall emphasize the natural tones of the surrounding natural environment. Large exterior wall surfaces shall be painted or stained with neutral tones. Color schemes shall emphasize the contrast between the basic wall surfaces and accented details. All exterior color schemes shall be reviewed by, and approved by the CDR as a part of the Final Plan Review & Approval.

I. Energy Conservation. All residential buildings shall meet the following minimum standards for roof and exterior wall insulation:

- Roofs: R-49

- Walls: R-21 (including foundation walls)

J. General. Silver Dollar Ranch is a neighborhood specifically designed to accommodate quality homes in a setting where property values and environmental values will be protected. The CDR is charged with the all important responsibility to see that homes at Silver Dollar Ranch are well designed, properly sited, landscaped and constructed according to CDR approvals. The CDR is responsible for reviewing house designs and has the clear authority and discretion to approve, disapprove or approve with conditions any and all design submissions. Highly qualified design professionals (architects, home designers and landscape architects) shall be retained to aid each property owner in achieving sound design solutions. The CDR essentially has the right to approve or disapprove all design submissions.

VI. Fire Protection Regulations

A. Compliance with Fire District Regulations. All residents must provide adequate access routes for the Teton County Fire District. Standing and fallen vegetation surrounding all buildings must be cut, trimmed and/or reduced according to the Fire District standards. Street numbers on residential identification signs shall be clearly visible to emergency vehicles from the adjacent street at all times. A standard lighted driveway address sign detail will be specified by the CDR and is required for each residence at the cost of the lot owner.

B. Burning Restrictions. There shall be no exterior fires whatsoever except barbeque fires contained within receptacles, and fires as may from time to time be permitted by the Owner's Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except for county permitted burning of construction materials during building construction. The discharge of firearms and fireworks is prohibited on all lots, common areas, access and utility easement areas, and roads. All bulk fuels, bulk storage of combustible fuels are prohibited unless properly permitted and specifically reviewed and approved by the CDR.

C. Fireplaces, Wood Stoves and Pellet Stoves. The CDR recommends that residents burn only natural gas, propane or low emission solid fuel materials (such as newspaper, untreated wood and lumber, and products manufactured for the sole purpose of use as fuel) in a solid fuel burning device such as a wood burning fireplace, wood stove, or pellet stove. Wood stoves are acceptable solid fuel burning devices, but must be fitted with a catalytic converter. Chimney and

flues shall be cleaned and checked regularly due to the collection of creosote from the soft woods used. Spark arresters shall be provided around the mouth of the chimney, stove pipe or vent or any heater, stove or fireplace. Spark arresters shall be cleaned regularly to remove deposits.

D. Smoke Detectors. Smoke detectors shall be installed on each level of dwelling unit, and elsewhere as required by code.

E. House Location. The house location for each lot is to be within the area defined by the Final Plat building envelope, if any.

VII. Sign Regulations.

All signs, posters, displays or advertisements are prohibited unless they have received the approval of the CDR prior to installation or use. Signs covered by these requirements include:

A. Residence Identification. Numbers shall be at least 3 inches high and ½" wide in stroke. The identification shall be clearly visible to emergency vehicles from the adjacent street at all times.

B. Contractor-Builder-Developer. Construction signs shall be placed on a lot only during the construction period. The sign shall not be larger than sixteen (16) square feet in size and be of a color that is harmonious with the structure being built and the surrounding area. The sign must be removed immediately upon issuance of a certificate of occupancy or no longer than one year, whichever occurs first. Construction signs shall contain only the names of the project, owner, architect, and general contractor.

C. Real Estate - For Sale. Real estate signs shall be no larger than five (5) square feet in size, and shall be placed on a lot by owners or their agents. Signs must be removed immediately upon closing of the sale or listing expiration. The use of For Sale signs shall be regulated by the CDR through the promulgation of policies issued from time-to-time. For Sale signs indicating the sale of a spec home or the re-sale of an existing residence are allowed.

D. Temporary. Signs of a temporary nature such as "Open House" or "Model" need not be approved by the CDR but must be removed when not in use, and shall not exceed five (5) square feet in size. Larger signs and banners must be approved by the CDR.

VIII. Construction Procedures

A. Approvals Required Before Construction Starts.

1. Permits. Construction shall not commence until Final Plan Approval has been received from the CDR and a building permit has been issued by appropriate agencies. Building construction must strictly conform to the approved final plan and must be completed within twelve (12) months after obtaining the building permit unless specific written extension is granted by the CDR. No accessory structure, buildings, garages or sheds shall be constructed or maintained on any lot prior to the construction of the main structure of the residence; provided however, that the provisions of this sub-paragraph shall not apply to temporary construction shelters or to the guest house which may be constructed and occupied for no more than 2 years prior to the completion of the primary residence.

2. Approvals. All modifications to previously approved construction and landscape plans must be submitted to be approved by the CDR.

B. Construction Regulations.

1. Noise Abatement and Hours of Work. Blasting, heavy equipment operation and other loud noise from construction shall be prohibited between dusk and dawn. All blasting will require prior written approval of the CDR. The owner/owner's agent shall take necessary precautions and notify adjacent property owners, local traffic, pedestrians, etc. prior to blasting.

2. Construction Staging and Material Storage. All construction staging, including but not limited to, material storage, equipment storage, construction trailers, etc., must take place within the lot for which the building permit was issued unless an alternate staging area is approved in writing by the Owner's Association.

3. Trash Containment and Removal. Trash and construction debris shall be kept in containers and be emptied on a regular basis to ensure sufficient room to store trash at end of each working day. It shall be the responsibility of the general contractor to remove and dispose of, at an authorized county land fill, any excess trash and construction debris. Uncontrollable blowing construction debris from construction sites will not be tolerated. Fines by the CDR in the amount of \$250 for the first offense and \$500 for each additional offense shall be enforced.

4. Temporary Structures. A small job office or trailer may be located on the site during the construction period. The job office must be removed from the site prior to occupancy.

5. Erosion Control. All disturbed areas of the site shall be protected from erosion during and after the construction to ensure soil stabilization, sediment control and timely re-vegetation.

C. Building Inspections. The CDR will not inspect projects for building code conformance. The CDR will however, from time to time, review the construction sites for conformance to these design standards. It is the responsibility of the Applicant or the Applicant's builder to contact the State and other authorities regarding electrical, plumbing and other required inspections for building code conformance.

IX. Submittal & Review Process

The design review process must be followed for any of the following:

- Construction of any building;
- Renovation, expansion or refinishing of the exterior of any building;
- Interior changes which affect the major function of a building;
- Major landscape, road or parking changes; and/or
- Exterior lighting changes.

In addition to meeting the requirements of these Design Guidelines, an owner must comply with the requirements of all governing agencies including Teton County and the State of Idaho in order to obtain a building permit, Certificate of Occupancy, Temporary Certificate of Occupancy or similar occupancy approval. All plans submitted to the CDR shall be of an architectural quality prepared by a licensed architect or approved home designer. The CDR shall reject materials, designs and colors submitted with the plans, and the plans themselves, if they are not compatible or are inappropriate with the overall plan of the subdivision. Silver Dollar Ranch Design Review process has two steps: Sketch Plan Review and Final Plan Approval. It is recommended that owners follow this two step process for any major building project; however, owners may submit materials for Final Plan Review and Approval without a Sketch Plan Review. In addition, the owner may appeal the CDR's decision to Silver Dollar Ranch Owner's Association.

A. Sketch Plan Review. The Sketch Plan Review addresses the conceptual design of the project and adherence to the "stair stepped" one story philosophy. The review will address planned improvements, building elevations, building sections, roof design, architectural character or expression, exterior materials, site conditions, grading, drainage and erosion control measures. See Final Plan Review Checklists and Evaluation Criteria for complete submission requirements.

B. Final Plan Review and Approval. The Final Plan Review & Approval includes the following steps:

1. Upon approval of the Sketch Plan the owner/architect shall prepare and submit two copies of the final plan which shall include all information required by the Final Review Checklist.
2. CDR will notify owner in writing of the Final Plan Approval decision within 10 days.
3. Upon issuance of written approval, owner may apply for a building permit and design approval from the governing authorities.

X. Plan Review Checklists

A. Sketch Plan Review Checklist

Prepare and submit to the CDR 2 copies of the preliminary design in conceptual drawing form to describe the following:

- [☐] Site plans indicating building envelope, easements, setbacks, existing tree masses, stream corridors, landscaping materials, new & existing contours @ 2'-0" intervals, site drainage, location of retaining walls, well and septic facility, orientation of garage, driveway materials & width, location of site section and other proposed improvements such as fences, gates, etc. (Scale: 1" = 20' min.)
- [☐] Site sections indicating ridge line location, % of slope, extent of cut and fill, retaining walls, conformance with building height restrictions. (Scale: 1" = 20' min.)
- [☐] Floor Plans (Scale: 1/16" or 1/8" = 1'-0")
- [☐] Exterior Elevations of all sides of proposed buildings (Scale: 1/8" = 1'-0")
- [☐] Roof Design (Scale: 1/8" = 1'-0")
- [☐] Exterior Materials
- [☐] Building Height Sketch showing height.
- [☐] Written Statement summarizing setback, height and square footage or proposed construction and whether any variance requests will be made.

B. Final Plan Review Checklist. Two copies of all necessary materials for the Final Plan Review & Approval must be submitted to the CDR at least 10 days prior to their next scheduled

meeting. The CDR can only approve a final plan submittal when each of the items listed below has been submitted and approved.

- [____] General
- [____] Silver Dollar Ranch Plan Review Fee
- [____] Square footage summary
- [____] Statement of building height and building height calculations
- [____] Site Plan (Scale 1"= 20)
- [____] Property boundaries
- [____] Easements and setbacks
- [____] Existing and proposed contours at two foot intervals
- [____] Building footprint
- [____] Utility meters
- [____] Transformers
- [____] Trash enclosure
- [____] Service lines for water, sewer, gas, telephone, cable TV and electric (existing service to building, if applicable), well and septic system.
- [____] Proposed roads, walks, driveways, parking, decks, pools, patios accessory building and all site improvements.
- [____] Materials to be utilized for construction of roads, walks, driveways, decks, pools and patios.
- [____] Surface drainage
- [____] Finished floor elevations
- [____] Landscape and Irrigation Plan (same scale as Site Plan, to be submitted prior to beginning of landscaping)
- [____] Extent and location of all plant materials and landscape features
- [____] Final Grading, extent of cut and fill
- [____] Plant schedule identifying material to be used
- [____] Proposed treatment of all ground surfaces (turf, ground cover, mulch, pavers, etc.)
- [____] Extent of turf areas to be mowed and irrigated (transition zone maintained, irrigation method indicated)

- [☐] Existing plant materials and natural site features (e.g., creeks) which are to remain on site
- [☐] Proposed seed mixes and rate
- [☐] Lighting location type and wattage
- [☐] Details of fencing
- [☐] Building Drawings (Scale 1/4" = 1'-0")
- [☐] Floor Plans showing square footage
- [☐] All exterior elevations showing finished grade, materials, windows, doors, colors, graphics, details and lighting
- [☐] Primary roof pitch
- [☐] Secondary roof pitch
- [☐] Conformance with building height restrictions
- [☐] Project Specifications, including use of water saving devices
- [☐] Full scale material board indicating exterior wall and trim materials, exterior stone samples, window colors, roof materials and flashing, exterior paving materials, exterior finish colors.
- [☐] Exterior lighting fixture cut sheets

NOTE: AFTER FINAL PLAN APPROVAL HAS BEEN OBTAINED, NO CHANGE FROM APPROVED PLANS SHALL BE MADE WITHOUT THE REVIEW AND WRITTEN APPROVAL OF SILVER DOLLAR RANCH ARCHITECTURAL COMMITTEE.

I hereby certify that all information on this sheet has been provided to Silver Dollar Ranch Committee for Design Review.

DATED this _____ day of _____, 200____.

 , Owner

 , Architect

NOTE: APPROVAL BY THE CDR AND LETTER DOCUMENTATION APPROVAL IS A PREREQUISITE FOR APPLICATION TO TETON COUNTY, IDAHO FOR THE REQUIRED COUNTY BUILDING PERMIT.

APPENDIX II

SILVER DOLLAR RANCH

DIVISION I

SANITARY RULES AND REGULATIONS



TETON COUNTY OFFICE

139 Valley Centre Drive
Driggs, Idaho 83422
208.354.2220 • fax 354.2224
www.idaho.gov/phd7

Promoting the Health of People & Their Environment

**SANITARY RULES AND REGULATIONS
SILVER DOLLAR RANCH, DIVISION 1
(Section 5, T5N, R45E)**

The subject land development has been reviewed for sanitary restrictions described in Idaho Code Section 50-1326. The following comments are intended to inform and educate all parties as to the sewage disposal and/or potable water situations particular to this development. **These comments are to be recorded and available for review with the final plat.**

Sewage disposal:

An on-site evaluation, plat review and records search has confirmed individual subsurface sewage disposal systems will be allowed in accordance with IDAPA 58.01.03 and the Technical Guidance Manual for Individual and Subsurface Sewage Disposal. All Idaho Rules must be met. Site suitability criteria and required separation distances are to be maintained. **A septic permit application must be submitted to the Eastern Idaho Public Health District, and a permit approved, prior to building on any lot.** To receive a permit, the applicant will be required to submit a detailed plot plan and building plans. An evaluation of site specific test holes will be necessary for permit approval.

Potable water:

Individual well drilling is authorized by the Idaho Department of Water Resources.

These lots are subject to all applicable public health and sanitation regulations, as well as, county ordinances. No inhabitable dwelling shall be constructed without a valid sewage disposal permit.

A handwritten signature in black ink, appearing to be 'M. L. F. O.', written over a horizontal line.

EHS Signature

24 Sept 07
Date

BONNEVILLE • CLARK • CUSTER • FREMONT • JEFFERSON • LEMHI • MADISON • TETON