

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BOWEN ARROW RANCH SUBDIVISION**

TETON COUNTY, IDAHO

THIS DECLARATION made this, the _____ day of _____, 202____.

When used hereinafter, the term "BOWEN ARROW RANCH SUBDIVISION" will mean all that property in Teton County, Idaho more particularly described as:

A portion of the Government Lot 1, SEC. 31, TWP. 4th North, RNG. 45 E. B. M, Teton County, Idaho and as more particularly described in the attached final master plan/final plat.

1. GENERAL PURPOSES

This declaration is executed to enhance and protect the value, desirability, and attractiveness, as well as to provide a pleasant environment for the benefit of all owners of the property.

2. DECLARATION

Declarant hereby declares that the property described on the Final Plat accompanying these covenants hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, used, occupied, and developed subject to the following covenants, conditions, and restrictions. The covenants shall run with the property and any lot thereof and shall be binding upon all parties having or acquiring any legal or equitable interest of every owner of any part of the property.

3. ASSOCIATION MEMBERSHIP & VOTING RIGHTS

- 3.01 **Homeowners' Association Membership:** Every owner of a lot of the above described subject property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot within BOWEN ARROW RANCH Subdivision. Each lot is subject to assessment.
- 3.02 **Committee:** The association will choose a committee from the members of the association of the BOWEN ARROW RANCH subdivision.

Duties of Committee: The Committee shall contract for snow removal and periodic maintenance services on the Common Road. The Committee shall prepare an annual budget estimate for membership approval and submit annual statements to each lot owner based upon its estimate. Billing for common services shall be paid by lot owners within thirty days of the billing date. Each lot owner will be responsible for and billed for their respected share of the cost of snow removal and maintenance costs for the road. If the estimate of the Committee exceeds the actual common service costs, the Committee shall send billings to each lot owner in accordance with the proportionate shares set forth in this paragraph after the Committee's funds for common services have been expended, with an estimate for common services for the remainder of the year based upon the actual expenses incurred by the Committee. Additional billings shall be paid by lot owners within thirty days of the billing date.

- 3.03 Each lot owner(s) is/are deemed to pay annual assessments and special assessments for improvements. The annual and special assessments, together with interest, shall be a charge upon the land. Failure to pay assessed fees shall result in a lien being placed on the lot or lots owned. Common maintenance items include the landscaped entry and sign and common access approach.
- 3.04 **Special Assessments:** On the approval of two thirds of the lot owners, the Committee shall have authority to establish special assessments to meet emergency or unusual conditions that have arisen with regard to the access facilities or utilities which service the property. Special assessments shall be allocated in accordance with the formula set forth for common services and shall be payable within thirty days of the billing date. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent per annum. The Committee may bring an action of law against the owner personally obligated to pay the same, or otherwise escape liability for the assessments provided for herein by abandonment of his lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.
- 3.05 **Limitation of Liability:** Neither the Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such Committee or member thereof has acted in good faith
- 3.06 **Voting Rights:** Each lot is entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be members but only be entitled to cast one vote with respect to any given lot.

4. PROPERTY SUBDIVISION

No lot within BOWEN ARROW RANCH Subdivision shall be further subdivided or split.

5. DEVELOPMENT AND LAND USE RESTRICTIONS

All construction, development or use shall conform to the following requirements:

- a. **County land use regulations:** Conformity with all applicable land use regulations of Teton County, Idaho, shall be required in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.
- b. **Residential use:** Every lot is hereby restricted for residential purposes only and neither the premises, nor any improvements thereon, shall be used for any commercial, industrial, public, illegal, or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. NO MANUFACTURED HOMES WILL BE ALLOWED.
- c. **Building Envelopes:** Building Envelopes for each Lot are designated on a map held and maintained by the Design Committee. No Structure may be constructed or placed outside of the specified Building Envelope. Building Envelopes may be relocated only with the approval of the Board and the Owners of the immediately adjacent lots.
- d. **Architectural style and building design:** All residential buildings shall have rustic or natural color tones. Siding and roofing of residential buildings can be any type, excluding one-sided roofs.
- e. **Building Permit:** No building, fence or other improvement shall be constructed, erected, or maintained on any lot nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications, and such other information relating to such improvements as the Committee may require, shall have been submitted to and approved in writing by the Committee.
- f. The Committee shall review the plans and specifications within 14 days from the submission thereof and determine if the proposed use conforms to the requirements of these covenants.
- g. The Committee may approve the plans and specifications subject to any conditions or modifications which the Committee determines to be necessary to ensure conformity with the requirements of these covenants. The Committee shall retain one set of plans and specifications.
- h. **Authorized structures:** no building or structure shall be constructed, placed or maintained on any lot except one single-family residence, garage facilities, one guest house, associated out buildings, stable and corral facilities not to exceed a total of four buildings or structures on any one lot.

- i. **Construction:** Only new construction shall be permitted. No used materials, or prefabricated or modular structures of any kind shall be permitted for the main residential building. Unless otherwise permitted by the Committee, no garage, stable, corral or other outbuildings shall be prefabricated or constructed from used materials. The roofs of all structures shall be constructed of shake, asphalt shingles, non-reflecting metallic roof coverings or such materials as may be approved by the Committee. All construction shall be completed within one year from the commencement date of construction, unless the Committee approves an extension for good cause, not to exceed six months in length. All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:
 - Uniform Building Code, current edition;
 - National Plumbing Code, current edition;
 - National Electrical Code, current editionand with such State of Idaho building, health and safety codes as may be applicable to the subdivision.
- j. **Height Limitations, Setbacks, Floor Area Requirements:** No building shall be greater than thirty feet in height. Building height shall be measured from existing grade to the highest point of the roof structure but shall not include chimneys or vents. All structures shall be set back at least thirty feet from any lot line. The principal residence shall have a minimum floor area of 1500 square feet at grade level.
- k. **Utilities:** Electrical lines have been installed underground. Connections from the lots within the property to the underground utility lines shall be completed at the lot owner's expense and shall be underground.
- l. **Garbage collection:** No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. The cost of garbage and trash collection shall be paid by each owner in accordance with the billing of the collector.
- m. **All outdoor lighting,** including on residences and outbuildings, shall comply with Teton County, Idaho's Dark Sky Lighting Ordinance, specifically low wattage, lighting downward directed.
- n. **Setbacks:** structures shall comply with Teton County, Idaho's zoning setback requirements.
- o. **Maintenance Buildings:** Maintenance and storage buildings are allowed on each lot.
- p. **Maintenance:** Each lot and all improvements thereon shall be maintained in a clean, safe and slightly condition. Boats, motors, tractors, vehicles other than automobiles and pickups, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot.
- q. **Livestock, Pets:** No livestock or pets shall be kept or maintained on any lot except as provided herein. Any animals permitted to be kept on a lot shall be controlled at all times so that they do not cause a nuisance to neighboring lot owners and so that the presence or activity of any such pets or livestock does not harass or endanger wildlife. Cats or other house pets which are normally kept and maintained indoors shall be permitted on any lot, a maximum of two cats being allowed. Not more than 3 horses on 2.5 acres or 4 horses on 4 acres will be allowed. When horses are being ridden or used in recreational activities, more than three may be on a lot. Horses shall be kept and maintained within the approved stable and corral facilities at all times. Corrals and stables must be cleaned and maintained at all times. Not more than two dogs may be kept on

any lot. If any dog or dogs are harassing livestock, wildlife or people, the Committee 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 \$50.00 plus all costs of impoundment. Alternatively, the Committee shall be authorized to seek the assistance of Teton County Officials to control problem dogs pursuant to state law or county regulation. Dogs and domestic animals shall be controlled and restrained at all times and shall not be allowed to run at large.

- r. **Snowmobiles and Motorcycles:** Snowmobiles and motorcycles are allowed; however in no way shall these vehicles be used in such a manner as to infringe on the rights of others within the subdivision. It is the right of the Committee to review and adjust this rule as problems arise.
- s. **Fencing:** Fences shall be treated as improvements and subject to the prior written approval of the Committee.
- t. **Easements:** There are hereby reserved for the purpose of installing and maintaining utility facilities, for such other purposes incidental to the development of the property, the easements shown on the plat of the property.
- u. **Weed control:** All lot owners will be responsible to control and eradicate all noxious weeds. Failure of any lot owner to control weeds on their lot shall result in the Homeowners' Association correcting the situation and placing a lien on the negligent lot for all expenses incurred.
- v. Each lot owner will be responsible for the landscape of his/her individual lot.
- w. Screening will be accomplished through natural trees and bushes.
- x. Roads will be provided and maintained by landowners.
- y. **Water Rights:** The BOWEN ARROW RANCH Homeowners' Association will own and administer all water rights that belong to the BOWEN ARROW RANCH Subdivision. The Association will designate one year-round resident as Water Master for the subdivision who will serve as the representative of the BOWEN ARROW RANCH Subdivision. Each lot's sprinkler system will adhere to the requirements of the Trail Creek Sprinkler Irrigation Company. Said representative will also collect the assessments levied by Trail Creek Sprinkler Irrigation Company with one payment per assessment being made to said Irrigation Company.
- z. **Right to Farm Act:** All lot owners will recognize Idaho as an "Agriculture First" state and the Idaho Right to Farm Act protects all agricultural operations within the neighboring areas, including noise, odors and movement of farm machinery which are inherent to farming and ranching operations.
- aa. **Sanitary Rules and Restrictions:** All requirements of Eastern Idaho Public Health are in force for the installation of all septic systems within BOWEN ARROW RANCH Subdivision with only septic systems approved by that agency being installed on each lot. EIPH has overriding authority regarding sanitary practices over the BOWEN ARROW RANCH Homeowners' Association. Each lot's septic system will be maintained on a regular basis according to E.I.P.H. and D.E.Q. recommendations.
- bb. The following conditions cannot be changed by the BOWEN ARROW RANCH Homeowners' Association:
 - *weed maintenance and control
 - *Teton County dark sky requirements
 - *No further splitting of lots
 - *County setbacks and heights
 - *Right to Farm Act
 - * The authority of EIPH over the BOWEN ARROW RANCH Homeowners Association.
 - *The maintenance of septic systems as directed in Section bb. Above.

6. Violations, Enforcement, Liens, Costs

The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Committee or any owner of a lot within the property, or its successor in interest as owner of the real property. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Committee or other lot owner in enforcing these covenants, including reasonable attorney's fees. The Committee shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Committee from the owner of such property which is not paid within the time provided by these covenants, plus interest from the date of demand for payment at the rate of ten percent per annum. The Committee is authorized to record a notice of lien in the office of the Clerk of Teton County, Idaho which shall include a description of the property and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of the lien as filed in the County Clerk's office shall be sent to the owner by certified or registered mail. Any such lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho. In addition to the principal amount of the lien plus interest, the Committee shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

7. Covenants

If any person or persons violate any or all of the covenants, conditions and restrictions herein, the violation shall be submitted to the Homeowners' Association. There shall be a period of ten days to resolve the matter after which it shall be lawful for anyone owning a lot to prosecute proceedings at law or in equity against the person or persons violating said covenants, conditions, and restrictions.

8. Amendments

These covenants may be amended by the written consent of 2/3 of lot owners within the property.

IN WITNESS THEREOF

The undersigned have executed this instrument this _____ day
of _____, 2024

BOWENARROW LLC – Shayne Bowen, Member

STATE OF)
SS
COUNTY OF)

On this _____ day of _____, 2024
before me, the undersigned, a Notary Public in and for said State, personally appeared SHAYNE BOWEN,
known to me to be the person whose name is subscribed to the within instrument, and acknowledge to
me that he executed the same.
Witness my hand and official seal.

Notary Public

Residing at: _____

My commission expires: _____