

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BERTIN RANCH SUBDIVISION

This is a Declaration of the Protective Covenants, Conditions, and Restrictions regulating and controlling the use and development of the real property, made effective this _____, 2024, by **Bertin Ranch** subdivision, identified as, Teton County, Idaho, consisting of **Taylor Bertin**, an unmarried man, herein referred to as “Declarant” the Owner or Beneficial Owner of all the lots in the Bertin ranch subdivision, according to the plat filed for record in Teton County, Idaho, and which shall herein be referred to as “properties.” Bertin Ranch Homeowners Association, Inc. (“Association”) is bound and governed by the terms of this Declaration.

ARTICLE 1 - PURPOSE AND DECLARATION

NOW THEREFORE, the declarant hereby declares that all properties 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 said land and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns.

ARTICLE 2 - DESIGN GROUP AND COMMITTEE

“Design Group and Committee” shall mean a committee consisting of two or more people to consider and act upon proposals for plans submitted for construction. The initial committee shall consist of the Declarant. Upon the sale of 75% of the lots, the successors to the Design Group shall be elected by the existing Lot Owners. The Lot Owners shall be entitled to one vote per lot and a determination shall be made at that time, prescribing the number and size of the Design Group.

ARTICLE 3 - HOMEOWNERS ASSOCIATION

After 15% of the lots have been sold, a Homeowners Association shall be formed from the existing Lot Owners to administer and enforce these covenants. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by

all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held. Notwithstanding the foregoing, the Declarant shall also be granted voting rights as a Class "B" Member, as defined below.

The members of the Association shall hold meetings at intervals set by the Association. Additional regular or special meetings of the members may be held if deemed necessary. This entity shall be responsible for the contracting for services and the collection of Homeowners Fees and the disbursement of the same.

ARTICLE 4 - VOTING

Each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot. With regard to any approval that requires a specified percentage of the total membership, the total membership shall be calculated from the total number of Owners eligible to vote at the time such approval is sought.

ARTICLE 5 - CONTROL PERIOD

The Declarant Control Period runs until first lot is sold from declarant to another party

ARTICLE 6 - HOMEOWNERS FEES

Each Lot Owner shall be responsible for his or her pro-rata share for the snow removal, road maintenance, fire pond maintenance, dust control, weed control program, and perimeter fence maintenance. All costs associated with any maintenance occurring on the easement accessing the property shall be included in these fees. On a yearly basis, the homeowner's association shall assess fees against each lot and notify the respective owners of the same for the following year. Unless the Homeowner's Association designates otherwise, annual assessments shall be paid in full during the fiscal year and shall be due on the first day of January, of the calendar year. Failure to pay the fees can result in a lien being placed on the lot or lots owned and/or additional legal action. Any installment or other portion of an assessment not paid within 15 days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the

maximum rate permitted by law, as well as all other additional charges. Until 50% of the lots have been sold, the Design Group shall act in this capacity.

ARTICLE 7 – ARCHITECTURAL DESIGN AND CONTROL

No building, fence, or other improvement shall be constructed, erected, or maintained, on a lot in the subdivision, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications, and such other information relating to such improvements have been submitted and approved in writing by the Design Group. In passing upon such plans and specifications, the type of materials, the quality of the materials, and the color to be used shall be considered by the Design Group in approving or disapproving the plans. Consideration shall be given to compliment the type of other structures in the subdivision and in no manner be derogatory thereto. The Design Group shall have absolute discretion in making determinations as to acceptability.

ARTICLE 8 - DESIGN REVIEW

All plans and specifications shall be acted upon by the Design Group within 30 days of submission thereof to determine if the proposed use or development conforms to the requirements of these covenants. The Design Group may approve plans and specifications subject to any conditions or modifications which the Design Group determines to be necessary in order to ensure conformity with the requirements of these covenants. The Design Group shall retain one set of plans and specifications.

Limitation of Liability. Neither the Design Group 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.

ARTICLE 9 - DEVELOPMENT AND RESTRICTIONS ON USE

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

A. Provisions in addition to 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 in use for residential purposes only, and neither the premises, nor any improvements thereon, shall be used for any commercial, including hotel, industrial, public, illegal, or immoral purposes, and no nuisance shall be maintained or permitted to exist thereon. No signs for purposes of advertising shall be permitted.

C. Authorized Structures. All buildings or structures that have been approved in writing by the Design Group prior to any construction. All buildings and structures must comply with Teton County Idaho's building code and requirements.

D. Accessory structures. All accessory structures, including barns, garages, corrals, and guest residences on any Lot must be approved by the Design Group and must be constructed of the same materials or materials of similar architectural style and quality as the Dwelling on the Lot. Accessory structures are allowed only after the primary Dwelling has been constructed on the Lot. Size, height, color, other features, and placement of all accessory structures must be approved by the Design Group and Teton County Idaho building department. The total number of all accessory structures shall not exceed that allowed by Teton County. A multipurpose structure may be constructed e.g., a small greenhouse attached to a barn or a guestroom above a secondary garage would be counted as one structure. The purpose of this subsection is to reduce the clutter of buildings and the impact of the scenic view of all owners. All such structures must comply with municipal and County codes. All such structures must be placed behind the fence line. All structures on any lot shall be compatible in design and materials. All structure must be in compliance with Teton County Idaho's building department and code.

E. Driveways/egress. Driveway access to accessory structures shall be the same driveway used to access the main residence, or an extension thereof, so long as a separate driveway from the subdivision interior access road is not installed. It is the intent that driveway access to the interior subdivision access road be minimized. All lots must be access via the Bertin Road (subdivision road)

F. Construction and Architectural Guidelines. All architectural designs, modern or traditional, must include design aspects that respect the farming and mountain lifestyle heritage and traditions of Teton Valley. Modern versions and interpretations using current or future design and construction methods and materials are encouraged and welcomed, but all concepts and designs must be approved by the Design Group first.

All construction and alteration, in addition, shall comply with all zoning and applicable laws of Teton County, Idaho.

G. Dwelling size Limitations. The interior area of any Dwelling constructed on a Lot, exclusive of the porches and garages, must comply with Teton County Idaho's building and code requirements

H. Height Limitations, Setbacks, Building locations. All buildings shall comply with the CCR's, survey plat's building envelopes as well as Teton County's building code and laws.

I. Set Back Requirement for Improvements. All structures shall comply with Teton county Idaho code as well as Bertin ranch survey plat, CCR's and development agreement.

J. Construction Debris. The burning of construction debris within the Property is

strictly prohibited. Builders must repair any damage done to roads or other improvements in connection with their work on the Property.

K. Utilities. All utilities must be installed underground. Electrical and telephone lines, cable, and or fiber will be installed underground along the roads accessing the subdivision. All propane tanks and similar facilities shall be (i) installed underground, screened, or enclosed in a separate structure, or constructed as an integral part of the main structure of the residence, all in accordance with applicable laws and code requirements; and (ii) conspicuously flagged or otherwise marked to be easily identified by fire and other emergency vehicles and by snow removal equipment.

L. Temporary Structure. Any temporary structures must comply with Teton County's building code

M. Vehicles. No dilapidated, un-repaired, inoperable, or unsightly vehicles or similar equipment (working or non-working) shall be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view behind the side yard. All boats, travel trailers, recreational vehicles, motorhomes, campers, or similar vehicles shall be stored in a garage or shielded from the road and/or neighbors.

N. Livestock and Household Animals. Owners may keep a reasonable number of dogs, cats, or other domestic household pets. It shall be the obligation of each Owner to maintain and restrain all animals to eliminate disturbance or annoyance of others. A pet shall be allowed to roam free until it proves a disturbance or nuisance to other Lot Owners.

Livestock, including horses, pigs, sheep, or other farm animals may be kept for non-commercial purposes, up to the maximums listed in the table below. Owners are under the same obligation to eliminate/prevent disturbance or nuisance of their livestock to other Lot Owners.

Livestock	Max # Grazed per 2.5 Acres	Max # Boarded / Penned per Lot Owner
Horses/Lama	2	6
Cattle	0	0
Pigs	0	2
Chickens	15	15
Goats/sheep	2 (staked)	4

O. Duty to Maintain. The Bertin Ranch Subdivision is an agriculturally supportive development and as such owners shall ensure undeveloped areas of their Lots are kept as agricultural ground, in a manner for ease of tillage or planting and harvesting crops as default (unfenced where applicable). Owners may opt to individually or mutually lease property areas for this purpose to support the healthy maintenance of the subdivision. This keeps the unconstructed areas healthy, green in the summer and white and open in the winter. The Design Group may establish other rules and standards for maintaining Dwellings, Improvements, and Landscaping on Owner Lots. It is the obligation of each Owner to maintain their Lot at all times

in order to preserve and enhance the enjoyment of the Subdivision. The Owner shall be responsible for keeping the Dwelling and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered.

Landscaping around dwellings and structures shall be kept in a healthy, well-trimmed manner, free from weeds, with lawns properly watered, fertilized, and mowed on a regular basis, and trees pruned. The Owner shall comply with County rules regarding noxious/invasive weeds/thistles and follow control recommendations to keep Lot(s) free from thistles. Trees adjacent to Solstice Circle and Eclipse Place are intended to be species that are indigenous to the local area such as pine, aspen, etc., and will not be planted as to, nor when fully grown, “obstruct the view of the Tetons” as defined in Section 1. Owners are responsible for maintaining said trees on their Lot(s).

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. 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 plant waste, metals, bulk materials scraps, or refuse or trash shall be kept, stored, or allowed to accumulate on the lot.

(a.) Blithe – All property Owners shall be responsible for cleaning and maintaining their property to a standard that is respectful of adjacent property owners and the subdivision by maintaining visually appealing properties. This means no abandoned vehicles, junk, trash, signs, or other materials and activities that may negatively affect the property values of the subdivision. Any property deemed by the Homeowner’s Association or a majority of property Owners to be visually or physically offensive will be subject to penalties and made responsible for the cleanup. If the property owner is unwilling or unable to perform the required cleanup, the homeowner’s association will assume that responsibility, and a \$1000 penalty will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of the cleanup.

P. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to Owners in the area in the enjoyment of their lots. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that adjoining Owners, by virtue of their interest and participation, are entitled to the reasonable enjoyment of the natural benefits surrounding the lot.

Q. Light Pollution. Without limiting the foregoing, no light shall be emitted from a lot that is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. Downward-directed, low-wattage, dark sky lighting, in conformance with the Teton County, Idaho, Dark Sky Lighting Ordinance 9-412, is required.

R. Solar Collectors. No solar collectors of any kind shall be permitted without specific

approval of the Design Group or a majority of the Homeowners.

S. Water System. Each structure designed for occupancy or use by human beings shall be connected to a water supply system at the Owner's expense. Such water system shall conform to the standards applicable to the area, including, without being limited to, the District 7 Health Department and other applicable state or local agencies. Per county regulations, residents are permitted to irrigate 0.5 acres. Irrigation ditches if any are present can be altered or moved, but water volumes cannot be impeded.

T. Septic Systems. Each Owner will maintain their septic system in compliance with all applicable Eastern Idaho Public Health and Idaho Department of Environmental Quality recommendations.

As per Idaho Statutes, access shall be granted as follows:

TITLE 42

IRRIGATION AND DRAINAGE – WATER RIGHTS AND RECLAMATION

CHAPTER 12 MAINTENANCE AND REPAIR OF DITCHES

42-1204. PREVENTION OF DAMAGE TO OTHERS. *If any water ditches or canals are present, the owners or constructors of ditches, canals, works or other aqueducts, and their successors in interest, using and employing the same to convey the waters of any stream or spring, whether the said ditches, canals, works or aqueducts be upon the lands owned or claimed by them, or upon other lands, must carefully keep and maintain the same, and the embankments, flumes or other conduits, by which such waters are or may be conducted, in good repair and condition, so as not to damage or in any way injure the property or premises of others. The owners or constructors have the right to enter the land across which the right-of-way extends, for the purposes of cleaning, maintaining, and repairing the ditch, canal, or conduit, and to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. The right-of-way also includes the right to deposit on the banks of the ditch or canal the debris and other matter necessarily required to be taken from the ditch or canal to properly clean and maintain it, but no greater width of land along the banks of the canal or ditch than is absolutely necessary for such deposits shall be occupied by the removed debris or other matter.*

U. Waste Disposal. Each structure designed for occupancy or used by human beings shall be connected to an authorized waste disposal system at the Owner's expense. Such waste disposal system will conform to the standards applicable to the area, including without being limited to, the District 7 Health Department and other applicable state or local agencies. No outdoor toilets shall be permitted, except during construction at which time all construction toilets must be screened from view of other residents. It must be of a storage type and be serviced on a needed basis.

V. Excavation and Mining. No excavation for stone, sand, gravel, or earth shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved structure or improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind shall be permitted on any lot without the consent of all Lot Owners of the subdivision. All spoils from excavation related to construction must be replanted within 6 months. All movement of soil/dirt must comply with Teton County Idaho Code and permits.

W. Fencing. Fences shall be treated as improvements and subject to the prior written approval of the Design Group.

X. Landscaping. The area between the Lot line and the finished road surface shall be landscaped and maintained by the Owner in a uniform manner. Additional landscaping requirements may be contained in the Design Group Guidelines. Xeriscaping in the front yard may be allowed, subject to submission of a detailed landscape plan and prior written approval by the Design Group. Landscaping shall be maintained in the same location and species as approved in the original Landscape Plan. Modifications to landscaping must be preapproved in writing by the Design Group.

Y. Trees, Landscaping, and Weed Abatement Program. Plans for landscaping and tree and shrubbery planting shall be submitted to the Design Group for prior approval. The Design Group will implement a weed abatement program when the development begins in the subdivision and at the time of road reclamation. Existing lots will not be disturbed and will be left for agricultural use until development begins.

Z. Noxious weeds. Noxious weeds must be kept under control at all times at the expense of the Owner, and lots should not be left in an uncared-for condition.

ARTICLE 10 – EASEMENTS AND SUBDIVISION

A. Easements – Each lot will be assigned one prescribed easement for access to and from the lot onto common roads, based on the final building location and safety of the subdivision as approved by the Design Group. No additional easements can be granted or sold by Lot Owners to other parties. Each lot may or may not be subject to common easements for roads, utilities, maintenance, access, recreation, open space, and other possible easement requirements for the proper maintenance and compliance requirements of the subdivision.

B. Fire Control Pond. Easement rights to and around the pond shall be granted to emergency crews for the purpose of utilizing the pond. The easement shall also be granted to the Homeowners Association for the purpose of maintaining the pond. The Homeowners Association shall be responsible for all costs associated with maintaining the pond.

C. Subdivision of Lots - No lots within the Bertin Ranch Subdivision may be further divided.

ARTICLE 11 – LEASES AND RENTAL AGREEMENTS

All lease/rental agreements are made subject to the covenants, conditions, restrictions, limitations, and uses contained in this Declaration. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such rental agreement and a violation of this Declaration by the Owner of the Lot.

A. Farming. Owners may provide individual or group leases of their lot(s) or a portion of their lot(s) to individuals for the agricultural purposes of farming and/or grazing. The Association may establish additional rules regulating leasing which may not prohibit the rental rights of Owners in this Section but may impose additional requirements and burdens on the Owner.

B. Third Parties. All Owners' guests, invitees, licensees, tenants, and occupants shall be required to comply with the rules and restrictions of the Association contained in this Declaration and the other Governing Documents. Owners shall remain responsible and subject to enforcement for the actions of their guests, invitees, licensees, tenants, and occupants.

C. Vacation Rentals. Subject to the foregoing restrictions and any subsequent amendments to this Section that may hereafter be adopted, Owners of Lots shall have the right to rent out their dwellings pursuant to Idaho Code § 55-3211 and § 67-6539.

ARTICLE 12 – COVENANTS DURATION, AMENDMENTS, AND ENFORCEMENT

A. Occupancy. No Certificates of Occupancy will be issued until all public improvements are completed. No lots may be sold (warranty deeds transferred) prior to the completion of the improvements for the infrastructure, which are the responsibility of the owner/developer, and/or final plat approval.

B. Severability. Any decision by a Court of competent jurisdiction validating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the covenants, conditions, and restrictions therein shall remain in full force and effect.

C. Duration of Covenants. All the covenants, conditions, and restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the Owners and purchasers of any portion thereof. These covenants shall be deemed to automatically renew themselves at ten-year intervals.

D. Amendment. These covenants may be amended at any time by the Declarant prior to the sale of 75% of the lots in the subdivision. Upon the sale of 75% of the lots, a majority of the Lot Owners can amend these covenants.

E. Violations; Enforcement; Liens; Costs. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Design

Group. A lien may be placed on properties as deemed necessary for assessment collection.

F. The Right to Farm Act. Idaho Code Chapter 45, Sections 22-4501, is hereby made a part of this document.

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IN WITNESS WHEREOF, Declarant has executed this declaration effective the day and year first set forth above.

Taylor Bertin

By

Taylor Bertin, Owner

STATE OF IDAHO)

) ss

COUNTY OF TETON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by

MY COMMISSION EXPIRES:
