

MOOSE HOLLOW ESTATES – VICTOR IDAHO

AFFIDAVIT AND DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS MASTER DECLARATION, this agreement made and entered into as of _____ day of _____, 2023. Is hereinafter set forth by Lark777 LLC, (Kelly E Lark as sole proprietor) 7856 Hidden Valley Road, Marsing, Idaho 83639, hereinafter referred to as “Declarant” and/or “Grantor.”

WITNESSETH

WHEREAS, the Declarant is the Owner of certain real property in Teton County, State of Idaho, which is more particularly described as follows:

Exhibit A -REAL PROPERTY

Exhibit B -Mutual Grant of Easement and Road Maintenance Agreement

Exhibit C - Moose Hollow Estates

NOW, THEREFORE, Declarant hereby declares that all of the properties described within Moose Hollow Estates shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of the operations and maintenance, Moose Hollow Estates, its roads, lots, main irrigation system, fire suppression pond, and for the protection of 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 properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

1. REAL PROPERTY: The real property that is the subject of this Affidavit and Declaration is described as follows:

Exhibit “A”-REAL PROPERTY

Exhibit “B”-MUTUAL GRANT OF EASMENT AND ROAD MAINTENANCE AGREEMENT

Exhibit “C”- MOOSE HOLLOW ESTATES

DEVELOPMENT: Grantor proposes to develop said real property in accordance with maps and plans approved under the zoning ordinances and regulations of the County of Teton, State of Idaho. In order to facilitate the development of said real property, Grantor may record, in Grantor’s sole discretion, supplemental declarations which may affect portions of the real property subject to this Declaration.

2. LAND USE: All of the parcels of real property shall be known and described as residential lots and said lots or any part thereof, or any structures placed thereon, shall not be used for commercial purposes as businesses with storefronts; or, for any trade or activity offensive, noxious or detrimental to the use of the land in the vicinity. A lot Owner may not subdivide any parcel into a smaller parcel.

The use of the real property shall be limited and restricted to no more than one (1) single-family dwelling with a square footage for living space of a minimum of 1,800 square feet and One (1) ADU shall be allowed per Parcel or Lot. Two (2) off-Road parking spaces shall be provided for the ADU unit and the maximum size of an ADU shall not exceed 50% of the square footage of the primary residence or 900 square feet, whichever is greater. Detached ADU shall be located in accordance with required setbacks per zone. dwelling, not counting garages, porches, patios, etc... Further, the construction of any single-family dwelling unit (main residence) or any ADU must be completed no later than the expiration of a fifteen (15) month period from and after the commencement of construction of each individual building. Dwellings may be used as Bed and Breakfast or Short-Term Rental, and must abide by any Teton County "Bed and Breakfast" or "short-Term Rental Codes. In any case, approval must also be obtained from the Architectural Committee prior to any construction on any real property, as specified hereunder in Paragraph 19 - ARCHITECTURAL COMMITTEE.

3. STRUCTURES/MAXIMUM HEIGHT AND SET BACK: No residence dwelling shall be located closer than forty (40) feet from any public ingress or egress or road. All structures constructed on any of the parcels of real property shall be at least forty (40) feet from any property line and easement and right-of-way shown on the recorded survey. No residence dwellings shall exceed two (2) stories in height, including split-level designs and may not exceed maximum height of thirty (30) feet. No secondary building, such as a barn, shed, or other building, shall exceed twenty (30) feet in height. No building of any type, nature or kind, new or used, shall be moved onto any lot for any purpose, temporary or otherwise, and all construction shall be of new materials. All structure will require a Teton County building permit that would be the minimum requirements otherwise stated in the CC&R's. All structures will be held to a minimum Teton County requirement.

4. TETON COUNTY DARK SKIES REQUIREMENTS: All real property owners will adhere to the current Teton County Dark Skies requirements.

5. RIGHT TO FARM ACT: All real property owners have the right to participate in the "RIGHT TO FARM ACT"

6. EIPHD: Eastern Idaho Public Health Department has the authority over the HOA.

7. TEMPORARY RESIDENCE: No temporary residence quarters shall be permitted, except as provided in this paragraph. Prior to the placement of any motor home or travel trailer—or the construction of any temporary or secondary separate living quarters has commenced on any real property—the lot Owner must first ensure that the use of any such quarters for said temporary residence is in accordance with Teton County zoning regulations, whose conditions shall take precedence over these stated herein when more restrictive than these Covenants. Upon County approval, said temporary quarters may be constructed pursuant to Paragraph 2-LAND USE, with prior approval pursuant to Paragraph-ARCHITECTURAL COMMITTEE. The use of said residence as a temporary dwelling only at commencement of construction of the main residence. Any temporary residence permitted by this paragraph shall be at all times attached to an approved septic system for purposes of sanitation. Maximum temporary resident is Six (6) month period from and after the commencement of construction of each individual building.

8. REFUSE AND DUMPING: No lot or building site included within this real property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste material shall be deposited only in sanitary containers meeting with the requirements of the sanitation ordinances of the County of Teton, State of Idaho, and the regulations of the State of Idaho Health authorities. All incinerators, if permitted by those sanitation ordinances or regulations, or other receptacles, or storage for such trash, garbage, etc. shall at all times be maintained in a sanitary or clean condition. No unlicensed or uninsured vehicles of any type or kind shall be kept or stored upon any of the parcels of real property unless such vehicle is stored in a fully enclosed building of a permanent nature with a full door.

9. WEED CONTROL: All weeds, noxious or otherwise, shall be controlled by the Owner of parcel of real property, and the parcel of real property shall be mowed and maintained, free of excess weeds. Weed burning should be minimized but is permitted to aid disposal of seasonal accumulations of tumbleweeds and other blown-in weeds.

10. SEPTIC: All lots with dwelling will have their own septic system approved by Teton County. If two dwellings are approved by Teton County, both will have separate septic systems. Septic's must be well maintained and pumped by a pumping service.

11. ANIMALS AND PETS: Dogs shall be kept on a leash, curbed under adequate voice command, or otherwise controlled at all times when such animal is off the premises of the Owner. Owners of livestock shall maintain clean animal containment areas in order to minimize waste accumulation and odors and to minimize the attraction of flies and other miscellaneous nuisances. These Owners shall also clean any common areas where such livestock may have left waste while outside of said Owner's property (such as roads, trails, etc.).

12. EASEMENTS: Easements for the installation and maintenance of utilities, drainage facilities, and irrigation facilities, if applicable, shall be determined from time to time as requirements then exist and as shown on the recorded survey of the real property or as may be granted or reserved in any other documents placed of record in the records of Teton County, State of Idaho.

13. UTILITIES: All utilities shall be underground from existing public utility service to any construction, and installation shall be at the cost and expense of each property Owner.

14. MINING: No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Provided, however, that this

paragraph has no application to the maker of this Affidavit and Declaration of Restrictive Covenants and Conditions, or its lawful assigns or successors in interest.

15. SIGNAGE: There shall be no signage permitted on any lot except signage advertising the sale of any individual lot, and such signage must not exceed two (2) feet by three (3) feet, more or less, and the sign shall be limited to one (1) sign per lot.

16. PRIVATE ROADS: Private Road(s) shall be developed by the Declarant, which roads shall remain private road(s) subject to these Covenants Conditions and Restrictions and the shared easement agreement with Laurel Flats. The responsibility and control of said private road(s), and any additional and future road(s) which may be developed by Declarant, shall be transferred to the Moose Hollow Estates Homeowners Association once ninety (90) percent of the available lots have been sold. All roads will adhere to EXHIBIT C- "SHARED ROAD AGREEMENT"

17. HOMEOWNERS ASSOCIATION: Each Owner of a lot or parcel, by virtue of being an Owner, and for so long as such ownership is maintained, shall be a member of the Association. Memberships in the Association shall be appurtenant to the building lot, or other portion of the property owned by the Owner. Memberships in the Association shall not be transferred, pledged, signed or alienated in any way except upon the transfer of the Owner's title and then only to the transferee of such title. Except as provided herein for Grantor, the number of votes such member may cast on any issue is determined by the number of lots which the member owns (one vote per lot). With respect to Grantor, the number of votes which Grantor may cast is determined not only by the number of buildings lots within the property which have been finally platted.

An Executive Committee (which will be formed once ninety (90) percent of lots have been sold) who, upon the transfer of any private roadways to the Homeowners Association, determine the day-to-day business of the Association with regard to the maintenance, repair and operation of the private roadways; said Executive Committee shall consist of three (3) individual lot Owners as selected by a majority vote of all lot Owners, as described herein.

Maintenance of Common Areas: Certain landscaping consisting of but not limited to the planting of grass and trees, maintenance of fire suppression pond, for the benefit of the real property was established by the original Grantor. In addition, certain other landscaping not limited to the planting of grass and trees for the benefit of the real property may be established by this Declarant. The continued care and maintenance of the common areas shall be the responsibility of the Moose Hollow Estates Homeowners Association.

18. HOA DUES: The Homeowners Association shall be authorized to impose and collect annual membership dues from all Owners of each lot/parcel, the amount to be established by the Executive Committee and approved by the general membership. Dues are established solely for the purpose of covering the cost of routine maintenance and operation of the common areas and fire suppression

pond, and are due and payable on January 1 of each year. A 30-day grace period may be granted, after which time the Executive Committee may establish late penalties. Current HOA dues are set at \$100 and will be review annually. Any change in the annual dues will take a 5/8 vote of membership.

19. ARCHITECTURAL COMMITTEE: The Grantor shall appoint one or more persons to serve on the Architectural Committee, which Committee shall serve to enforce these Covenants Conditions and Restrictions. So long as Grantor is the owner of at least ten percent (10%) of the platted lots. Grantor shall have the exclusive right to appoint and remove members of the Architectural Committee—at all other times, the Homeowners Association shall have the right to appoint and remove members of the Architectural Committee. The Architectural Committee shall consider and act upon any and all proposals of plans and specifications submitted for its approval, pursuant to this Declaration, and perform such other duties as from time to time may be assigned to the Committee, including the inspection of construction in progress to ensure conformance with plans approved by the Architectural Committee. The Architectural Committee may establish additional rules and/or guidelines setting forth procedures, and the Architectural Committee may establish specific rules and regulations regarding design and style elements, landscaping and fences, and other structures applicable to the building lots and in conformance with these Covenants.

The Architectural Committee and its members, or duly authorized representatives, shall not be liable to the Homeowners Association or to any Owner for any loss, damage, or injury arising out of, or in any way connected with, the performance of any of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee.

Variances: The Architectural Committee may authorize variances from compliance with the requirements contained in this Declaration when, at the sole discretion of the Architectural Committee, circumstances may so require, including but not limited to: topography, natural obstruction, aesthetics, environmental consideration, absence of nuisance, or hardship. Any and all variances shall be authorized solely on a stand-alone and case-by-case basis (e.g., the approval of a variance authorizing a pre-fabricated building on a lot in one instance should not be assumed to be acceptable or approved for another lot or situation). As with any government law, code, or order, in any case where the State of Idaho and/or Teton County may mandate the construction or imposition of any structure or requirement, the approval of a variance from these Covenants Conditions and Restrictions shall not be necessary.

20. FEES, ASSESSMENTS AND ENFORCEMENT: The Homeowners Association has the power to levy assessments on any Owner or any portion of the property and to force payment of such assessments, together with the power and authority from time to time, in its own name as an Association, or on behalf of other Owners, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Covenants Conditions and Restrictions.

The default of any Owner in the payment of any Special Assessment shall cause to be recorded in the office of the Teton County Recorder a Notice of Claim of Lien, which shall state the amount of the sums due and owing, together with any attendant costs such as attorney's fees. Upon payment of any

delinquency, there shall be recorded a notice stating the satisfaction/payment of such delinquent sums and charges. No action will be brought to foreclose any lien created by the recordation of the notice of delinquency and Claim of Lien as provided herein until the expiration of thirty (30) days after a copy of such Claim of Lien has been deposited in the U.S. Mail, certified or registered and postage prepaid, to the Owner of the building lot described in such notice of delinquency and Claim of Lien.

21. REAL PROPERTY IRRIGATION SYSTEM: Lot Owners shall connect to the main line irrigation system and its central point of diversion in the Trail Creek Irrigation. In conjunction with this connection to the main line irrigation system, said Owners shall be responsible for the payment of an annual Water Users Fee, along with possible periodic Special Assessment(s), to be levied either by Grantor or its future assign(s) for maintenance, upgrades, repairs, and any need improvements to the system.

22. FIRE PROTECTION POND: HOA dues will cover the cost of maintenance and everyday operation of the Fire Protection Pond.

23. AMENDMENT: These Covenants Conditions and Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument signed by a majority of five-eighths (5/8) of the Owners of the lots or portions of real property, and which such agreement states and sets forth any changes to said Covenants in whole, or in part. Otherwise, these Covenants may be amended by a two-thirds (5/8) vote in agreement of all parties involved.

24. ITEMS THAT THE HOA CANNOT CHANGE:

- no more splitting of lots
- adherence to current dark sky lighting ordinance
- right to farm act
- weed control
- maintenance and regular pumping of septic systems
- adherence to county setbacks and height requirements
- authority of E.I.P.H. over Moose Hollow

25. ENFORCEMENT: Enforcement of these Covenants Conditions and Restrictions shall be by proceedings-at-law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain the violation thereof and/or to recover damages therefore.

26. SAVINGS CLAUSE: Invalidation of any of these Covenants Conditions and Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

27. BINDING EFFECT: These Covenants Conditions and Restrictions shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the undersigned.

Kelly Lark as the Declarant and or Grantor

By: _____

Date _____

The forgoing instrument was acknowledged before me on this ____ Day of _____, 2022 by Kelly Lark.

Teton County, State of Idaho

STATE OF IDAHO)

)ss.

County of Teton)