

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
IRISH ACRES
TETON COUNTY, IDAHO**

Whereas Irish Acres Homeowners Association is the successor to Cloud Veil LLC, a Wyoming LLC, (collectively as to Lots 1-10), inclusive, and hereinafter collectively referred to as “Declarant.”

Declaration of Covenants, Conditions, and Restrictions establishes certain limitations, easements, covenants, restrictions, conditions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in that certain parcel of real property located in the County of Teton in the State of Idaho.

Declarant does hereby declare that Irish Acres is and shall be owned, occupied, and improved subject to the following uniform covenants, conditions, and restrictions. The restrictions set forth herein shall run with the real property and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, their successors in interest, and may be enforced by Declarant, by any owner or his successors in interest or by the Irish Acres Homeowners' Association.

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these restrictive covenants shall have the meanings hereinafter specified:

“ASSESSMENTS” shall mean assessments of the IRISH ACRES Homeowners' Association and includes both regular and special assessments. The cost of the common driveway length and width required by Teton County, Idaho, shall be borne equally by both lot owners. At the time either lot owner decides to build, the cost of the common driveway shall be borne equally by both lot owners.

"Articles" means the Articles of Incorporation of Irish Acres Homeowners Association, which are filed in the Office of the Secretary of State of Idaho, as such Articles may be amended from time to time with a 50% majority vote or through outside mediation or coin flip as agreed to by all voting members in order to break a tie vote.

“Common Services” - shall mean the roadway maintenance and snow removal services, utility lines maintenance or repair services for the common road and shared access road and the utility lines located in the rights of way of such roads.

“Development” - shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

“Lot” - shall mean any portion of the property as shown on a recorded plat.

“Owner” - shall mean the recorded owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

“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 necessary.

AUTHORITY AND DUTIES

The Declarant shall be responsible for the enforcement and administration of the requirements of these covenants and shall contract for and supervise common services, enforce the development, and use regulations and take all other actions necessary to administer and enforce these covenants.

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.

ASSESSMENTS

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.

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. **Landscaping:** Landscaping shall be well maintained and complement the natural surroundings.
- c. **Structures:** Not more than one Principal Residence shall be constructed on any Lot.
- d. **Accessory Dwelling Units:** No accessory dwelling units or guest houses shall be permitted on any lot. Only one single family dwelling per Lot.
- e. **Small Businesses:** Small businesses are allowed in accordance with Teton County, Idaho’s regulations. All commercial and small business endeavors must notify all landowners of

proposed business.

- f. **Be Nice:** Be a good neighbor and the members are encouraged to talk to one another if a problem or disagreement arises. We believe in respecting each other's property rights.
- g. **Fencing:** The homeowner is required to maintain the fence in good quality and repair, if there is a decorative side to the fence it must be facing outward away from owners' property.
- h. **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.
- i. **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, lighting shall not be permitted to be on continuously from after dusk to dawn (motion sensor lighting is acceptable if it has a timer element).
- j. **Setbacks:** All structures shall adhere to Teton County, Idaho's zoning setback requirements as well as building envelopes, as shown on the subdivision plat.
- k. **Maintenance:** Each lot and all improvements thereon shall be maintained in a clean, safe, and slightly condition. No junk, stacks of clutter or household items accumulating outside of the home.
- l. **Common Area:** Includes common services property maintained by the Association for the common use and enjoyment of the Owners and includes, but is not limited to, all roads, the entry gate and any installed telephone/intercom system, pole lights, sign lights, streetlights, street light and electricity.
- m. **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.
- n. **Noxious or offensive activities:** No noxious activity shall be permitted on any lot.
- o. **Lot Splits:** No Lots may be further divided.
- p. **Water Rights:** Acquired water rights are to be distributed equally among each lot
- q. **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.
- r. **Sale:** At least ten (20) days before the consummation of any sale or other transaction which will result in a change in the record ownership of the fee interest in a Lot, the transferring Owner or Owners must provide the following information to the secretary of the Association or the Association's property manager, if any, in writing:
 - i. The name of each transferor and transferee;
 - ii. The Lot number and street address of the Lot to be transferred;
 - iii. The mailing address of each transferee;
 - iv. The name and address of the escrow holder, if any, for such transfer and the Escrow number; and the proposed date for consummation of the transfer.
- s. **Effect of Failure to Notify.** Until such time as the Association receives the notice required herein above, a transferee, lessee or tenant will be deemed to have received any and all notices or other communications required or permitted to be given by the Association hereunder.
- t. **Sanitary Rules and Restrictions:** All requirements of Eastern Idaho Public Health are in force for the installation of all septic systems within Irish Acres Subdivision with only septic systems approved by that agency being installed on each lot. EIPH has overriding authority regarding

sanitary practices over the Irish Acres Homeowners' Association. Each lot owner will have their septic system regularly maintained as well as pumped on a regular schedule by a septic tank pumping service.

- u. **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.

- v. **Amendment:** Any amendment to this Declaration shall be by an instrument in writing signed and acknowledged by all Owners, and such amendment shall be effective upon its recordation with the Teton County Recorder.
 - i. **Effect of Amendment:** Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property, but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to said amendment.

The undersigned have executed this instrument this ____ day of _____, 2023.

Name:

Title:

STATE OF _____)

SS)

COUNTY OF _____)

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared _____. Known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

Notary Public

My commission expires: _____