

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PEACOCK
TRUST SUBDIVISION**

This Declaration of Covenants, Conditions & Restrictions for Peacock Trust Subdivision, hereinafter called "**Declaration**", is made and executed in Teton County, Idaho this _____ day of _____ 2023, by the Peacock Trust Homeowner Association, and hereinafter call "**Declarants.**"

RECITALS

- A.** Declarants are the owners of that certain real property located in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) & North One-Half of the Northeast Quarter (N1/2NE1/4) Section 7, Township 5 North, Range 46 East, Boise Meridian, Teton County, Idaho, being more particularly described by metes and bounds as follows: Lots 1 through 4 of Peacock Trust Subdivision, recorded in Teton County, Idaho on _____ as Instrument No. _____
- B.** Declarants desire to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings, together with all improvements to be constructed or placed on said property.
- C.** It is the further desire of the Declarants that, as part of the general development plan for the benefit and protection of the owners of the respective lots within said subdivisions, to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW, THEREFORE:

ARTICLE 1 - PURPOSE AND DECLARATION

- A. Acceptance of Covenants:** 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. These CCRs are to preserve and enhance the qualities and resource values that both established the Peacock Trust Subdivision community and brought people to it.

ARTICLE 2 - HOMEOWNERS ASSOCIATION

- A. The Four Peacock Trust Subdivision Lots Pass to Heirs:** The Peacock Trust Subdivision is a family land division. There is one original lot that predates the subdivision, which shall be known as the "Homestead Lot." Through the land divisions in the Peacock Family Subdivision, four additional lots have been created. These four lots within the subdivision have been designed to pass to each of the four Peacock family siblings, who are the heirs to the subdivision: Pamela Anderson, Debra Zollinger, Janet Peacock, and Zachary Peacock.
- B. Heirs Shall Form Homeowner Association Board:** These four heirs shall each serve as the Board of Directors of the The Peacock Trust Subdivision Homeowners Association, (hereafter HOA Board) charged with administering and enforcing these covenants.
- C. Lot Ownership Is Restricted To First Degree of Consanguinity By Bloodline Descent:** Ownership or life tenancies of lots within this subdivision shall be restricted to only persons within the first degree of consanguinity by bloodline descent: parents, children, and siblings. In the event that one of the four heirs listed above declines to accept the deed to their lot in the Peacock Trust Subdivision, they may sell or deed their lot to another family member within the first degree of consanguinity by bloodline.
- D. HOA Board Membership is Based on Lot Ownership:** If a lot is sold or deeded to another family members within the first degree of

consanguinity by bloodline descent, the new owner of the lot shall immediately serve as one of the four members of the HOA Board in place of the prior owner.

- E. Reversion back to the HOA Board:** In the event that there is no family member within the first degree of consanguinity by bloodline descent to take ownership of a subdivision lot, the lot shall automatically revert back to the remaining heirs on the HOA Board to take possession of the lot as tenants in common.
- F. Owning the Original Homestead Lot Does Not Include the Right To One Vote:** The original Homestead lot is not considered a "voting lot" meaning, the owner of said lot is exempt from having a vote, and shall not have a role on the HOA Board simply by virtue of owning the Homestead lot. However, if the owner of the Homestead lot should happen to own any of the other four Peacock Trust Subdivision lots, they shall have whatever voting rights are attached to those lots.
- G. The Other Four Peacock Trust Subdivision Lots Carry One Vote Per Lot:** The remaining four owners of the four Peacock Trust Subdivision lots shall be a member of the association and be entitled to one vote per lot owned. If there is more than one person or entity owning a lot, the vote of such members shall be cast as one single vote as determined by the owners of said lot. In the event of any dispute among joint owners of a lot, the HOA Board shall have the right to disqualify such members from voting on an issue unless or until the joint owners of the lot have reached agreement as to such members' vote.
- H. Proxy:** Members may vote by proxy or may designate another HOA Board member to vote as their proxy. Such designation shall be in writing.
- I. Designation:** In the event of the incapacity, death or resignation of any member of the HOA Board, the remaining members shall have full authority to designate a successor.

ARTICLE 3 - HOMEOWNERS' FEES & ASSESSMENTS

- A. Assessments:** By acceptance of a deed therefore, each Owner of a Lot, covenants and agrees to pay Regular and Special Assessments in accordance with this Declaration. Each lot owner shall be responsible for their pro-rotta share of snow management, private road maintenance (not including private driveways), dust control, fire pond maintenance, weed and invasive plant control, perimeter fence maintenance, and all other costs associated with maintenance of the Peacock Trust Subdivision. All costs associated with any maintenance occurring on the easement accessing the subdivision shall be included in these fees. The HOA Board may elect to secure liability insurance for the Association and also the Board. Costs for such insurance policies shall be part of the assessment.
- B. No Grandfathered Exemptions:** No Owner may exempt themselves or their Lot from liability or charge for the Owner's share of any Assessment made against the Owner or their share of any regular or specially Assessment made against the Owner's Lot by the abandonment or non-use of the Owner's Lots.
- C. Equal Division:** All Assessments shall be divided up and levied equally per residential Lot.
- D. Regular Assessments:** The Board shall levy and charge regular annual assessments to perform its duties and services during the forthcoming year (including reasonable contributions to capital replacements reserves to defray the costs of future repairs, replacement or additions to roads, drainage courses and other capital improvements the Association is obligated to repair and maintain.)
- E. Special Assessments:** If at any time the Regular Assessment for any fiscal year is insufficient in amount to to Extraordinary Expenses not contemplated by in the budget prepared for said fiscal year, the Board shall be empowered to levy and collect a Special Assessment for the purpose of defraying in whole or in part, any deficit which the Association would otherwise incur in the performance of its duties of the

discharge of its obligations in this Declaration.

- F. Timing of Regular Assessments:** On a yearly basis, the HOA Board shall assess fees against each lot and notify the respective owners of the same for the following year. Unless the Association designates otherwise, the annual assessment shall be determined annually in July and paid by owners not later than October 1 of that year.

ARTICLE 4 - LIENS & COLLECTION OF ASSESSMENTS

- A. Collection of Assessments and Enforcement of Liens:** All assessments together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof shall be a debt and a personal obligation of the person who is the Owner of the Lot at the time the Assessment is levied. The Board is authorized to file any and all liens permitted by law. Failure to pay the fees can result in a lien being placed on the lot or lots owned and or additional legal action to secure payment due. Any assessment not paid within 45 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 additional charges.
- B. Creation of Lien:** Regular and Special Assessments, together with an interest rate of 12% per annum compounded monthly for the date due until paid in full, and costs and reasonable attorneys' fees incurred for the collection thereof, shall be a charge and continuing lien upon the Lot against which each assessment is made.
- C. Subordination of Lien to Mortgages:** The Lien for unpaid assessments shall be subordinated to the Lien of the Owner's first mortgage or purchase contract. Sale or transfer of any parcel or lot shall not operate to discharge the assessment Lien unless said lien is paid, satisfied, or discharged by the Lien holder, upon sale or transfer of the Lot.
- D. Creation of Personal Obligation:** Each such assessment together with an interest rate of 12% per annum compounded monthly for the date due until paid in full, and costs and reasonable attorneys' fees incurred for the

collection thereof shall be the personal obligation of the Owner of the Lot of the date of the Assessment and any successor or assignee thereof.

- E. Remedies Available to The Association to Collect Assessments:** The Association may bring legal action against the Owner personally obligated to pay the delinquent Assessment, foreclose its lien against the Owner's Lot in a judicial foreclosure proceeding, or accept a deed in lieu of foreclosure.

ARTICLE 5- LAND USE RESTRICTIONS

- A. Compliance:** All construction, land development, and/or land use within Peacock Trust Subdivision shall conform to all provisions within this Declaration in addition to the requirements of these covenants, conformance with all applicable land use regulations of Teton County, Idaho, shall also be required. Per guidance provided in Title 9, avoidance and minimization of impacts to indicator species and indicator habitat is the preferred approach to mitigate adverse impacts to these species. Efforts were made by the applicant to minimize impacts to indicator species. In addition to minimization of impacts, the applicant has proposed the following measures to assist in mitigating project-related impacts to indicator species and habitat: noxious weed management, wildlife-friendly fencing, and a designated building envelope for Lot 5 that will preclude development in the portion of Lot 5 on the Dry Creek floodplain. This will effectively establish a development-free buffer zone that encompasses all of the project area that is within 300 feet of Dry Creek. Use restrictions and habitat protection mechanisms will be incorporated into the neighborhood CCRs to require wildlife-friendly fencing. All existing barbed wire fencing will be upgraded to meet the wildlife friendly fencing guidelines provided in Appendix 3. The applicant will also initiate weed management efforts to control noxious weeds that currently exist in the project area. Weeds (e.g., Canada thistle) were observed within the project area during field investigations for this report, and a robust noxious weed management effort is planned. Weed management efforts will be carried out on an as-needed basis in a manner that minimizes negative impacts to indicator

species and habitat and avoids harm to natural resources.

- B. Conflict of laws:** In the case of conflict between any county or federal regulations and the requirements within these Covenants, the more stringent shall govern.
- C. Residential Use Only:** Peacock Trust Subdivision is limited to strictly residential uses. Every lot is hereby restricted in use for residential purposes only. Neither the premises, nor any improvements thereon shall be used for any commercial, industrial, public, illegal, or immoral purposes.
- D. Nuisances Prohibited:** No nuisances as defined by Idaho statute, County regulation, or through common law shall be maintained or permitted to exist thereon. No noxious or offensive activity shall be carried out on 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. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the boundary lines of a lot. In determining whether there has been a violation of the provisions of this section, recognition must be given to the premise that owners, by virtue of their interest and participation, are entitled to the reasonable enjoyment of the natural benefits surrounding the lot and subdivision.
- E. Dark Skies-Friendly Lighting:** Without limiting the foregoing, no light shall be emitted from a lot or structure on a lot that is unreasonably bright, results in trespass light on another lot, or causes unreasonable glare for any lot owner. Any exterior lighting shall be downward-directed, low-lumen, dark sky compliant lighting, and in conformance with Teton County Idaho Subdivision Ordinance 8-4-6 (Outdoor Lighting and Dark Sky protections).
- F. Signs:** No signs for purposes of commercial advertising shall be permitted on any lot or structure.
- G. No Camping.** The Subdivision is neither a campground nor a "glampground." As such, no trailer houses, motor homes, or recreational vehicles will be permitted on any of the lots except for temporary

recreational use that is not to exceed thirty nights within one (1) calendar year.

- H. Livestock/Domestic Animals.** Horses shall be allowed onsite, up to five (5) animals per lot. No other livestock shall be allowed. No animals of any kind shall be raised, bred, or kept for any commercial purpose. Each lot owner shall be entitled to have domestic pets (no more than two (2) dogs and two (2) cats). Any pets permitted to be kept on a lot shall be controlled at all times so that the presence or activity of any such pets does not harass or endanger wildlife.
- I. Nuisance Pets:** Any domestic pet that becomes a nuisance to neighbors or wildlife or is deemed vicious by the HOA Board shall be subject to having the animal removed from the subdivision. All property owners within Peacock Trust Subdivision hereby consent to a right of entry over their property to capture said animal and hereby consent to disposal of said nuisance animal. Any costs incurred by the Association that are associated with the removal of the animal shall become lien on the owner's property. Dogs of contractors, builders, service providers, and guests of residents are subject to these requirements.
- J. Fencing.** All lot boundary fencing shall be wildlife friendly as required in Teton County Land Development Code Section 5-4-1 (e.g. no barbed-wire, appropriate wire or rail spacing, etc). Should the lot owner not adequately maintain their lot boundary fences, and after proper and adequate notice as to needed maintenance, the HOA Board shall take necessary action in order to protect property values, and assess the lot owner for expenses incurred. This is not to require every lot owner to fence their lot, but if a fence is desired it must comply with this provision. A temporary snow fence is permitted to be installed by each homeowner on their lot for a period of time not to exceed six months between November 1 and April 30. The temporary snow fence cannot exceed 100 feet in length and four feet in height.
- K. Excavation and Mining.** No excavation for stone, sand, gravel, or earth shall be made on any lots except for such excavation as may be necessary in connection with the construction 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. All excavated materials related to construction must be replanted within six months of completion of construction.

- L. Automobile Storage.** Construction on each lot must include garaged parking, attached or detached, for a minimum of two automobiles. No derelict motor vehicles may be parked or stored on a lot or roadway.
- M. Solar Collectors.** Solar collectors may be of any reasonable professional construction, materials, or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes glare to any neighboring residence or detracts from the visual esthetic of the community. Solar collectors shall be integrated into the structure of a residence, garage, carport, or accessory building and shall not be freestanding.

ARTICLE 6 - DEVELOPMENT AND CONSTRUCTION STANDARDS AND REGULATIONS

- A. Authorized Structures.** No building or structure shall be constructed, placed, or maintained on any lot except a single family residence, garage facilities, and associated buildings and structures that have been approved in written form by the HOA Board prior to construction. All structures on any lot shall be compatible in design and materials.
- B. Driveways:** Driveway access to all buildings shall be from the same driveway connection to the subdivision roads. Driveway connections to these roads are limited to one (1) per lot.
- C. Building Materials:** No non-approved materials, nor prefabricated materials of any kind (ie: vinyl sidings), shall be permitted on any lot. Only natural materials that are compatible with the surrounding environment such as natural wood, peeled log, stone, stucco, adobe, fiber cement, or other similar materials shall be used. Contemporary products, building materials, and building practices (e.g. structural insulation panels, etc) are encouraged.
- D. New Construction Only.** Only new construction shall be permitted.

- E. Prohibited Home Types:** Mobile homes of the traditional rectangular (ie: "shoebox") shape are prohibited. However homes made from kit and component construction shall be allowed. Likewise, 'A-Frame,' yurt, 'tiny home,' or 'barn garage' structures shall also be allowed.
- F. Prohibited Materials:** No vinyl or aluminum siding shall be allowed.
- G. Roofs:** The roofs of all structures shall be constructed of shake shingles, cement or ceramic tile, asphaltic composite shingles, non-reflective metallic roofing, or other such materials as may be approved by HOA Board. Primary roofs shall have a minimum pitch of 5 vertical in 12 horizontal unless otherwise approved by the HOA Board. All primary roofs shall have a minimum overhang of 18 inches. Solar panels shall not be considered as roofs.
- H. Exterior Colors:** Glossy painted finishes shall not be permitted. Exterior colors shall be subdued and in the earth tone range. Color samples, on pieces of all exterior siding and roofing materials to be used, shall be submitted to the HOA Board for approval.
- I. Timeline for Completion:** All construction shall be completed within one (1) year from the commencement date of construction unless the HOA Board approves a 'good cause extension request.' Such extension request is to be made with 30 days notice for review and approval and may be granted for an additional six months for a total construction period of no more than 18 months. All construction and alteration, in addition, shall comply with all zoning, construction, and other applicable laws and regulations of Teton County, Idaho.
- J. Compliance:** All construction must conform to the International Building Code applicable at the time of design approval and Teton County Building Permit issuance. All construction and alteration shall comply with all current county and state building and safety codes.
- K. Height Limitations, Setbacks, Building Envelopes:** No building shall be of a height that will unreasonably block views to the surrounding areas, especially the Teton Range and the Grand Teton. Building height shall be measured from natural site grade to the highest point of the roof structure,

but shall not include chimneys or vents. No building or structure of any kind constructed on the lot shall exceed a height of 30 feet above natural site grade. Both the height and location of any structure to be placed on a lot shall obtain prior written approval from the HOA Board and conform to Teton County Code.

- L. **Size of Residence:** Residential structures (homes) built on a lot shall be a minimum of 1000 square feet and a maximum of 5000 square feet of enclosed living area with a minimum of 1000 square feet on the main floor, if the home is more than one story. Garage area shall not be included in the area (square footage) calculation.
- M. **Waste Disposal:** Each structure designed for occupancy or used by human beings shall be connected to an authorized waste disposal system. The waste disposal system shall fully conform with the requirements of the State of Idaho and Teton County, Idaho.
- N. No outdoor toilets shall be allowed except as they are required during construction. Construction support field toilets shall be of a storage type and serviced on a regular basis. Teton County and Idaho Department of Environmental Quality regulations prohibit the burning of construction materials such as asphaltic materials, tar and petroleum materials, paints, treated wood, insulated wire, plastics, and trade waste, including any waste generated by construction. No burning of construction-related wastes or materials shall occur in the Peacock Trust Subdivision. No onsite waste disposal, including burial, is allowed. All construction-related wastes and solid and liquid wastes shall be disposed off-site. No burning of household or garden wastes is allowed.
- O. **Utilities:** Electrical, fiber optic, and telephone infrastructure are installed underground along the subdivision roads. Home supply lines shall be connected to these existing services and be underground from the connection to the home. Liquid petroleum gas {e.g. propane} storage tanks are allowed to be stored under or above ground.
- O. **Temporary Structures Prohibited:** No recreational vehicles or temporary structures, such as shacks, trailers, tents, or similar structures shall be permitted on any lot except during construction and as authorized by the

Design Review Committee. No boat, travel trailer, recreational vehicle, all terrain vehicle, snowmobile, motor home, or camper shall be allowed or stored on any lot unless it is appropriately garaged. No travel trailer, recreational vehicle, motor home, boat, tent, temporary structures, or the like shall be used as a residence of habitation at any time, except by guests of owners, for a maximum of 15 days per calendar year.

ARTICLE 9 - OWNER MAINTENANCE RESPONSIBILITIES

- A. General Maintenance:** The lot and all improvements thereon shall be maintained in clean, safe, and appealing visual 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 at all times within an enclosed structure except for garbage service day. Service areas, storage piles, compost piles, and similar features shall be appropriately screened from view. No lumber, grass, shrub, or tree clippings or plant waste, metals, bulk materials, scraps, refuse, or trash, shall be kept, stored, or allowed to accumulate on the lot.
- B. Trees, Landscaping, and Weed Abatement Program:** Plans for initial landscaping and tree and shrub plantings shall be submitted to the HOA Board for approval prior to planting. Such plans should consider maintenance of view corridors and visual resources. Existing vegetation on individual lots will not be disturbed and left in a natural state until construction on that lot commences.
- C. Noxious Weeds:** All noxious weeds (as determined by the Teton County Weed Department) on residential lots shall be controlled by lot owners.
- D. Private Roads:** Roadways within the Peacock Trust Subdivision are considered privately owned and maintained roads with limited public trespass. The HOA Board is responsible for the maintenance of the roads as well as road easement for subdivision access.

ARTICLE 10 -WATER SYSTEMS, WATERWAYS, AND PONDS

- A. Water System:** Each structure designed for occupancy or use by human beings shall be connected to a water supply system at the lot owner's expense. All water systems shall conform to the requirements of the State of Idaho and Teton County, Idaho, in addition to the regulations and standards of Eastern Idaho Public Health Department and other application state and local requirements.
- B. Fire Water Pond:** Peacock Trust Subdivision is serviced by a Fire Pond Sharing and Access Agreement with Chilly Water Subdivision recorded in Teton County, Idaho on _____ as Instrument No. ____ _

ARTICLE 11- Enforcement of this Declaration

- A. Power to Enforce:** The HOA Board shall have the right and power to enforce by any proceeding in law or equity, all of the conditions, covenants, restrictions, liens, and charges established by this Declaration.
- B. Violation Constitutes Nuisance:** Every act or omission whereby any condition, covenant, or restriction in this Declaration, if violated in whole or in part, shall constitute a nuisance and may be abated by the the Board, or by any Owner, and all remedies specified herein shall be deemed cumulative and not exclusive.
- C. Right of Entry:** Without limiting the foregoing description of powers, but in addition thereto, the Association and its agents shall have the right and power to enter any Lot to perform maintenance obligations under this declaration subject to the following limitations:
- D. Emergency:** This right of entry may be exercised immediately and without prior notice to the Owner or resident in case of an emergency originating in or threatening the Lot where entry is required. This right of entry may be exercised whether or not the Owner or their lessee is present.
- E. Non-Emergency:** In all non-emergency situations involving routine repair and/or maintenance activities relating to those areas and private streets that the HOA Board is obligated to maintain, the Board or its agents shall

furnish the owner or their lessee with at least twenty-four (24) hours prior written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry, and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing on the Lot.

- F. Private Residences:** In no event shall the HOA Board's right of entry be construed to permit the Board or its agents to enter any residence without the express permission and consent of the Owner.
- G. Noxious Weed Control:** Noxious weed (as determined by the Teton County Weed Department) control upon any parcel is the responsibility of the parcel or lot owner. The Association shall, however, have the right and power to contract for weed control services, and will provide for noxious weed control for the subdivision, the cost of such services covered by Association annual fees. The party or company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that a contractor enters the property for weed control, it shall be the responsibility of the Lot Owner to supervise this weed control upon their land and instruct the applicator to avoid areas of landscaping that may be sensitive to the herbicides being used.
- H. Consent to Injunction:** Every Owner within the Subdivision hereby consents to the entry of an injunction against them, their tenants, or guests to terminate and restrain any violation of the Covenants, Conditions, and Restrictions in this Declaration. Any Owner who uses or allows their Lot to be used or developed in violation of this Declaration further agrees to pay all costs incurred by the Association and Board in enforcing this Declaration, including reasonable attorney fees.
- I. Determination of Violation:** Any question or dispute as to whether a particular Lot is being used according to the within restrictions shall be submitted to the HOA Board. The Board shall make its written determination within thirty (30) days and its determination shall be final and binding upon the Owner of said Lot.
- J. Failure Not a Waiver:** Failure of the HOA Board, or any Owners to enforce any of the covenants, conditions, restrictions, limitations,

reservations, grants or easements, rights, rights-of-way, lien, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, no shall such failure result of impose any liability on the HOA Board, or its agents.

- K. Fences.** Fences can disrupt movement patterns and discourage wildlife use of areas and can present hazards to wildlife, and fence use should be avoided or minimized. If they are not necessary, perimeter fences around the subdivision should be removed. If perimeter fences are necessary, they should be constructed or modified in such a way so as to reduce their potential negative impacts to wildlife. Unless fences are intended to exclude wildlife (e.g., for gardens) or restrain domestic pets, fence construction should closely adhere to the recommendations provided below for wildlife-compatible fences. Recommendations for any fences internal to or around the parcel are provided below: 1) The preferred fence design is a combination of pressure-treated posts, wire strands, and a pressure-treated top pole. This design effectively controls livestock while promoting wildlife movements. 2) The spacing of fence posts should be on 12-foot centers. 3) The overall height of the fence should not exceed 42 inches; the preferred height is 38 inches in most situations and 40 inches if problems develop. 4) Installed fence posts should have extra height to allow raising or lowering top pole 38-42 inches above the ground. 5) The bottom wire should consist of smooth twisted wire located 16-17 inches above the ground. This will allow small and medium-sized mammals, such as moose/ elk calves and deer fawns, to crawl under the fence. 6) The second and third wire strands can be barbed wire (if necessary) and spaced evenly over the 26-27 inches distance between the bottom strand and the top of fence (e.g., the second strand is at 25 inches and the third strand is at 34 inches). It may be that only one strand of wire is actually needed and could be placed at about 29 inches. Spacing between the top pole and the first strand of wire also varies between 6 in on 38-in high fence and 10 inches on 42- inches fence. 7) The top pole spiked to the side of the fence posts will facilitate animals attempting to jump the fence and protect them from injuries resulting from rubbing or becoming entangled in a top strand of wire.

The top pole should be set at either 38 or 42 inches due to alternating top rails. 8) Gates should be constructed of wire with an optimal height of 38 inches. The gates should be installed at least every 450-foot of continuous fence. The spacing of the wires should be the same as that on the fence (i.e., bottom at 16-17 inches above ground, top at no more than 42 inches, and either one or two strands spaced evenly between). The top and bottom strands should be of smooth-twisted wire. The middle strand(s) can be barbed wire, if necessary. Opening gates will allow wildlife access to the property during periods when livestock control is unnecessary. Gates should be left opened whenever possible to facilitate ease of wildlife movement. These recommendations generally follow guidelines developed by the Wyoming Game and Fish Department and the Bureau of Land Management. If adhered to, the fences resulting from these recommendations will be "wildlife friendly" and promote the continued use of the important wildlife habitat found on the parcel. In particular, crucial wildlife winter habitats will be easily accessible to animals, especially if efforts are taken to lower top poles or open gates when livestock are not present.

ARTICLE 12 - GENERAL PROVISIONS

- A. Limitation of Liability:** Neither the Design Review Committee, Board of Directors, nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of the covenants, provided that such entity or member thereof has acted in good faith.
- B. Construction and Interpretation:** The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential family subdivision. Failure to enforce any provision hereof, shall not constitute a waiver of the right to enforce said provisions, or any provision hereof.
- C. Duration of Covenants:** All of the covenants, conditions, and restrictions set forth herein shall continue and remain in full force and effect at all times against the properties and the owners of any portion thereof. These covenants shall be deemed to automatically renew themselves at

ten-year intervals.

- D. Severability:** Any decision by a Court of competent jurisdiction validating or invalidating any part of these covenants shall be limited to part affected by the decision of the Court and the remaining parts of the covenants, conditions, and restrictions therein shall remain in full force and effect.

- E. Lessees Bound by this Declaration:** The leasing of any residence by the Owner thereof shall include a clause that the lessee shall be bound to follow the conditions, covenants, and restrictions in this Declaration.

- F. Amendment:** These covenants may be altered, modified, or amended of any time by a simple majority vote consisting of at least 3 of the 4 HOA Board members in a written instrument signed and acknowledged by record. Said alteration, modification, or amendment shall be effective upon recordation in the officer of the recorder of Teton County, Idaho.

- G. The Right to Farm Act:** Idaho Code Chapter 45, Section 22-4501 is hereby made a part of these covenants, conditions, and restrictions.

- H. Subdivision of Lots:** No lots within the Peacock Trust Subdivision may be further divided.

End of Declaration.

LEGAL DESCRIPTION OF THE JERRY PEACOCK FAMILY TRUST PROPERTY

LEGAL DESCRIPTION PARCEL I

A Parcel of land located in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) & North One-Half of the Northeast Quarter (N1/2NE1/4) Section 7, Township 5 North, Range 46 East, Boise Meridian, Teton County, Idaho, being more particularly described by metes and bounds as follows:

COMMENCING at the Center Quarter Corner of Section 7, being marked by a 2 inch diameter steel pipe with a 3 inch Brass Cap inscribed "KING 754" along with other markings;

THENCE N 00°33'10" W, 1811.60 feet, along the north-south mid-section line of said Section 7 to a point marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey, said point being the POINT OF BEGINNING;

THENCE departing said mid-section line, S 89°25'32" W, 542.76 feet, to a point marked with 5/8 inch diameter rebar found this survey;

THENCE N 00°33'33" W, 565.38 feet, to a point marked by a 1/2 inch diameter rebar with an aluminum cap inscribed "LS 2860" found this survey, said point being the southwest corner of Lot 1 PJ Clark Tree Farm Subdivision;

THENCE N 89°31'52" E, 542.82 feet, to a point of intersection north-south mid-section line of said Section 7, said point being witnessed by a 1/2 inch diameter rebar with an aluminum cap inscribed "LS 2860" bearing N 89°31'52" E, 1.43 feet, said point being the southeast corner of said Lot 1 found this survey;

THENCE N 89°25'23" E, 1163.39 feet, to a point marked by a 1/2 inch diameter rebar with an aluminum cap inscribed "LS 2860" found this survey;

THENCE S 00°37'45" E, 1058.36 feet, to a point of intersection with the south line of said N1/2NE1/4 marked by a 1/2 inch diameter rebar with an aluminum cap inscribed "LS 2860" found this survey;

THENCE S 89°32'05" W, 93.00 feet, along said south line to a point marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey;

THENCE N 00°38'59" W, 492.19 feet, to a point marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey;

THENCE S 89°32'08" W, 817.78 feet, to a point marked by a 5/8 inch diameter rebar found this survey;

THENCE N 01°27'28" W, 211.51 feet, to a point marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey;

THENCE N 07°40'34" W, 238.70 feet, to a point marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey;

THENCE S 89°30'33" W, 220.24 feet, to a point of intersection north-south mid-section line of said Section 7, said point marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey;

THENCE S 00°33'10" E, 448.67 feet, along said mid-section line, to the POINT OF BEGINNING;

Said Parcel 1 encompasses 20.69 acres, more or less.

Subject to that Peacock Lane County Road Right-Of-Way.

The parcel created by this split shall not be split or divided further without full compliance of the provisions of the Teton County, Idaho code.

####End of Covenants. Proceed to Acknowledgment and Attachments.####