# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS GREENBACK SUBDIVISION, TETON COUNTY, IDAHO

THIS DECLARATION, made on the day hereinafter set forth by Adam and Mary Polacek., hereinafter referred to as "Declarants", the owners of Lots 1 through 6 in accordance with the Subdivision plat filed for record on202x in Teton County, Idaho as Recorder’s No.

and which all lots and parcels shall hereinafter be referred to as the "Property” and as is further described as follows: Greenback Subdivision Lots 1 – 6

NOW, THEREFORE, Declarants hereby declare that all of the Property described shall be held, sold and conveyed subject to the following easements, restrictions, covenant and conditions, which are for the purpose of protecting the value, enjoyment 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 Property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

# ARTICLE l: DEFINITIONS

1.1 "Agricultural Operations" include, without limitation any facility for the growing, raising or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, field grains, seeds, hay, and the producing for commercial purposes of agricultural commodities. Poultry and livestock operations shall be prohibited in Greenback.

1.2 "Association" shall mean and refer to the Greenback Homeowner's Association, its successors and assigns. It shall be defined as the nonprofit corporation established to administer and enforce the terms and conditions of this Declaration and the Covenants herein.

1.3 "Building Envelope" shall be defined as a contiguous area within each fee simple lot or parcel as specified herein within these covenants and is the area in which all residential buildings are to be constructed on the Property, and as identified in the Subdivision Plat recorded with Teton County, Idaho. The Building Envelope shall be circumscribed by the Development Area, as defined below

1.4 "Buildings and structures" shall refer to any constructed, erected or placed improvements upon the Property and those buildings and structures shall be subject to the design review provisions of the Covenants.

1.5 “Common Area“ associated with Lot 7 as represented on the plat, shall mean or refer to all real and personal property now and hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the exclusive use and enjoyment of the Owners. The Common Area shall include, the roads, streets, entrance ways, walking pathways, recreational areas, street lighting and signage located on property owned by the Association or made available for the exclusive use and enjoyment of the Owners.

1.6 "Common Roads" shall be defined as the private roadways within the Property which provide access to individual lots and parcels, excluding individual lot and parcel driveways.

1.7 "Common Services" shall be defined as services incurred by the Association for the maintenance and operation of the Property, common facilities and amenities, including without limitation maintenance and snow removal services for the common roads; maintenance and repair services for utility lines located in the easements and in the rights-of-ways of said roads; maintenance and repair services for the recreational facilities, walking pathways, ponds, fire hydrants, common irrigation systems, sprinkler systems, fences, entry gates, and landscaping maintenance and management of weed control; and shall include any other services deemed necessary by the Association.

1.8 "The Design Committee" or hereinafter referred to as "DC" shall be defined as the committee appointed by the Association Board of Directors whose responsibility it shall be to review all building and construction plans and plans for any and all site modifications.

1.9 “Declarants" shall mean and refer to Adam and Mary Polacek, their successors, and assigns if such successors or assigns should acquire more than one undeveloped lot or parcel from the Declarants for the purpose of development and are designated by the Declarants as the successor declarant.

1.10 "Development" shall be defined as any alteration of the natural land surface, and all buildings, structures, or other site improvements placed on the land or alterations made to accommodate the use of a lot or parcel.

1.11 "Development Area" shall be defined as a contiguous area within each fee simple lot or parcel as specified herein within these covenants and is the area in which all residential buildings and residential related structures are to be constructed on the Property, and as identified in the Subdivision Plat recorded with Teton County, Idaho as part of each fee simple lot or parcel not included within a Farm Easement or Open Space Easement. The Building Envelope, as defined above, is circumscribed by the Development Area. Ancillary residential structures, such as fences, wells, septic drain fields may extend beyond the Building Envelope into the Development Area, as further governed by the appropriate regulatory bodies and these Covenants.

1.12 "Farm Easement" shall be defined as that area within lots 2-5 identified in the Subdivision Plat recorded with Teton County, Idaho, within which agricultural operations, as defined above, shall be permitted on the Property.

1.13 "Lot or Parcel" shall mean and refer to any of the plots of land described above and shown upon any recorded subdivision part or development plat of the Property.

1.14 "Property” shall mean and refer to that certain real property within the boundaries of Greenback, as has been set forth above in the first paragraph of these covenants and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.15 "Road Costs" shall be defined as expenses relating to maintenance, snow removal and repair to the common roads, maintenance and repair services for utility lines in the rights-of-way of such roads.

1.16 “Greenback” shall mean and refer to the subdivision or developments known as Greenback as more clearly described in the first paragraph of these covenants.

# ARTICLE II: ASSOCIATION MEMBERSHIP AND VOTING

2.1 ASSOCIATION MEMBERSHIP. Every owner of a lot or parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel which is subject to assessment.

2.2 VOTING RIGHTS. The Association shall have one class of voting membership, The members shall all be owners and shall be entitled to one vote for each lot or parcel owned. When more than one person holds an interest in any lot or parcel, all such persons shall be members. The vote for such lot or parcel, or lots or parcels, shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or parcel. If any owner or owners cast a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot. In the event more than one (l) vote is cast with respect to a particular lot, none of the said votes shall be counted and said votes shall be deemed void. In the event any owner is more than thirty (30) days' delinquent in payment of assessments, or is otherwise in default of any non-monetary obligation after receiving written notice of the same from the Association, said owner’s right to vote as a member of the Association shall be suspended until the default is cured.

# ARTICLE Ill: COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of any lot or parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and to pay to the Association.

1. Annual assessments or charges and
2. Special assessments for capital improvements, such assessments to be established and collected as hereafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Assessments shall be by the lot, not the owner. An owner of multiple lots shall be required to pay the assessment for each lot owned. Lots need not be improved upon for assessments to be due.

3.2 PURPOSE OF ASSESSMENTS. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Property, including, without limitation, roads, utility lines, recreational facilities, common areas, ponds, fire hydrants, common irrigation systems, common sprinkler systems, fences, entry gates, creek stabilization, pathway maintenance, landscaping, weed control, and all farming expenses related to and authorized by the Association, Association mailing costs and other related expenses incurred on behalf of the Association.

3.3 MAXIMUM ANNUAL ASSESSMENTS

1. From and after January 1 of the year immediately following conveyance of the first lot or parcel to an owner, the maximum annual assessment may not be increased by more than twenty percent (20%), except by a vote of at least 51% of members who are voting in person or by proxy at a meeting duly called for this purpose. The Association, through its Board, shall be authorized to make emergency repairs without notice.
2. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum and such increases as are allowed herein.
	1. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition the annual assessments authorized above, the Association may levy, in any assessment year, special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common assets, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% percent of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.
	2. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3.3 AND 3.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3 or 3.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or their representatives holding written proxies entitled to cast at least fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-fifths (2/5) of all the votes of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
	3. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all and may be collected on a semi-annual or annual basis.
	4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all lots or parcels subject to assessment on the first day of the month following the recording of a final plat. The first annual assessment for lots or parcels purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot or parcel annually at the annual Association meeting. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand and for a reasonable charge, furnish a receipt signed by a member of the Board of the Association setting forth whether the assessments on a specified lot or parcel have been paid.
	5. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid or not received by the Association within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. An additional penalty of $100.00 per delinquent assessment shall be charged. The Association may file a lien of record, bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot or parcel. No owner may waive or otherwise escape liability of the assessment provided for herein by nonpayment, nonuse or abandonment of his lot or parcel.
	6. PRIORITY OF LIEN TO MORTGAGES. The lien of the assessments provided for herein shall not be subordinated to the lien of a first mortgage or purchase contract of any owner. Sale or transfer of any lot or parcel shall not affect the assessment lien. Foreclosure, or other conveyance to avoid foreclosure, shall not extinguish unpaid liens.

# ARTICLE IV: ARCHITECTURAL CONTROL

4.1 DESIGN COMMITTEE OR DC; ORGANIZATION, POWER OF APPOINTMENT, AND REMOVAL OF MEMBERS.

There shall be a Design Committee or DC organized as follows:

1. The DC shall consist of three (3) members, of which one of the members shall be experienced in the area of high-quality residential building design, architecture, construction or land use planning and development. The initial members of the committee have been appointed by the Declarant. The DC shall consist of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Subsequent appointments shall be made by the Association Board of Directors.
2. Each of said persons shall hold Office until such time as that person has resigned or until a successor has been appointed by the Board.

4.2 DC DUTIES AND OBJECTIVES It shall be the duty of the DC to consider and act upon such proposals for the plans submitted to it from time to time, to adopt and administer DC rules pursuant to Section 4.5 of this Article. No building or fence, or other improvement, shall be constructed, erected or maintained, on any lot or parcel or tract, nor shall any addition thereto, or alteration, therein, be made until the ideas, plans, specifications, and such other information relating to such improvements as the DC may require, shall have been submitted to and approved in writing by the DC. The DC shall consider the suitability of the improvements, the materials of which it is being constructed, the colors to be used, and the site upon which it is being constructed, the nature of the adjacent and neighboring improvements, the quality of the material to be used in any proposed improvements and the effect of any proposed improvement. The two main objectives of the DC are:

To make certain that no improvement is so similar, or dissimilar, to others in the neighborhood that values, monetary or aesthetic, will be impaired.

b. To evaluate the proposed building site and architectural elevations in a professional effort to minimize and any all impacts upon the general public, neighboring lots and parcels, and their view corridors.

4.3 DC MEETINGS; ACTIONS; COMPENSATION AND EXPENSES. The DC shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the DC. The DC shall keep and maintain a record of all action taken from time to time by the DC at such meetings or otherwise. Unless authorized by the Association, the members of the DC shall not receive any compensation for services rendered. Submission of plans shall require a response from the DC within sixty (60) days. Substantive changes or alterations in plans approved by the DC, which determination shall be made by the DC in its absolute and sole discretion, shall require subsequent approval prior to construction. Failure to obtain subsequent approval can result in a penalty being assessed against the owner of record, up to and including a requirement that the improvements be modified to reflect the plans approved by the DC, or a lien being placed upon the owner's lot equivalent to twenty-five (25%) of the difference in construction costs between the approved plan and the improvements modified in contravention of the approved plan. The calculation of the cost difference shall be made by an independent party working in conjunction with the owner's builder, the cost for which shall be borne by the owner. This lien shall be a continuing lien against the owner's lot, and shall have the same effect and survivability as annual or special assessments, as otherwise specified in Article Ill of these Covenants.

4.4 DC RULES. The DC may, from time to time, and in sole and absolute discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "DC Rules." A copy of the DC rules, as they may from time to time be adopted, amended or repealed, certified by any member of the DC, shall be available for each lot or parcel owner requesting the same from any member of the DC, and shall be available for each lot or parcel owner requesting the same from any member of the DC, and shall have the same force and effect as if they were part of the Covenants, Conditions and Restrictions . The DC may record the same if deemed necessary.

4.5 NON-WAIVER. The approval by the DC of any plans, drawings, or specifications for any work done or proposed, or in conjunction with any other matter requiring the approval of the DC under these Covenants, Conditions, and Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever subsequently or additionally submitted for approval.

4.6 ESTOPPEL CERTIFICATE. Within thirty (30) days of written demand therefore is delivered to the DC by any owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the DC shall record an estoppel certificate executed by any two of its members, certifying with respect to any lot or parcel of said owner, that as of the date thereof either:

 All improvements or other work made or done upon or with said lot or parcel by the owner, or otherwise, comply with the Covenants, Conditions and Restrictions, or

b. Such improvements and/or work do not comply, in which event the Certificate shall also:

1. Identify the noncompliant improvements and/or work, and

 ii. Set forth with particularity the cause or causes for such noncompliance.

Any purchaser from the owner, or mortgagee or other encumbrancer, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant, and all owners and such purchaser, mortgagee, or other encumbrancer.

4.7 LIABILITY. Neither the DC nor any member thereof shall be liable to the Association or to any owner or project committee for any damage, loss or prejudice suffered or claimed on account

of:

a. The approval or disapproval of any plans, drawings, and specifications, whether or not defective.

 The construction or performance of any work, whether or not pursuant to approved plans, drawings or specifications.

1. The development or manner of the development, of any property within the subdivision.
2. The execution and filing of an estoppel certificate pursuant to Section 4.6 above of this

Article, whether or not the facts therein are correct; provided, however, that such member has, with actual knowledge possessed by him, acted in good faith.

Without in any way limiting the generality of the foregoing, the DC, or any member thereof, may, but is not required to, consult with or hear the Association or any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the DC.

# ARTICLE V: DESIGN STANDARDS

5.1 GENERAL STANDARDS. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each lot or parcel classified as a residential dwelling. It shall be the intent of the DC to permit the range of architectural styles prevalent throughout the Rocky Mountain region of the Western United States, so long as they do not result in a detriment to the community as a whole. Energy-efficient and low-impact construction methods — including the installation of low-volume commodes, high-insulation windows, high-insulation exterior walls, drip irrigation systems, xeriscaping, and ENERGY STAR-rated appliances, among others — shall be encouraged for all improvements within Greenback.

5.2 DESIGN CHARACTER.

1. All improvements shall be of new construction and adhere to traditional western architectural standards as are prevalent throughout the Rocky Mountain States region and acceptable to the Design Committee. Pre-built, component, or modular construction shall not be permitted with approval from the Design Committee. Notwithstanding the foregoing, pre-built, component or modular construction may be permitted with 75% approval of all lot owners, and shall not be of an aesthetic that differs significantly from the overall aesthetic of the development.
2. Exterior colors shall be of subdued hues. Samples of all materials and colors to be used in the exterior treatment of any structures shall be submitted to the DC for review and approval prior to any commencement of construction. All approved exposed metals shall have a dull colored finish, or shall be flat color anodized or flat painted in a color acceptable to the DC. Semi-transparent stains may be used on exterior finishes, provided that an application and approval is processed through the DC.
3. All construction on the primary residence shall be completed within one year from the commencement date of construction unless the DC and the Association Board of

Directors approves an extension for good cause, not to exceed six months in time.

5.3 BUILDING DESIGN

1. Not more than one single-family residence shall be constructed on any residential lot or parcel. A detached guest suite or other accessory building may be permitted if it is of similar design and character. Guest houses and accessory buildings shall not exceed 1,200 square feet and may have cooking abilities inside, and shall not be greater than sixty percent (60%) of the principal residence. Guest houses shall not be leased or rented for any purpose, unless the principal residence is also rented to the same party, and as otherwise governed by these Covenants. Accessory structures shall not exceed the square footage of the principal residence nor be built prior to the principal residence. No rooftop antenna shall be allowed and any other type of reception system or antenna shall be appropriately screened and must be submitted for approval to the DC prior to construct or erection thereof.
2. The minimum floor area of any single-family residence shall not be less than 2,000 square feet, exclusive of a garage or unenclosed porches or decks. A minimum of 1,500 square feet of floor area shall be constructed at grade level. Maximum house size, including detached structures but not including garages, shall not exceed 6,000 square feet in total size. Detached buildings shall be no greater in size than a maximum of 1,500 square feet and no smaller than 600 square feet and use natural materials, adhering to residential design standards listed above. Total number of related residential detached buildings and/or structures, exclusive of the primary single-family residence, shall be two buildings and/or structures and to be located within the designated building envelope. Garages must be attached to the principal residence, unless connected to a detached guest suite/accessory building.
3. The maximum building height of any residential structure shall not exceed 30 feet and the maximum height of detached residential accessory buildings shall not exceed 30 feet unless approved by the DC, and in accordance with Teton County regulations. All heights shall be measured at any cross section of the structure from finish grade to the highest point of the structure immediately above. For the purposes of building design, the elevation of finished grade shall not be more than two feet above existing grade. Minor projections such as chimneys shall not be included in maximum height.
4. Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have minimum overhang of two feet. Windows shall be encouraged to be of high-efficiency construction. It is mandatory that all paint finishes on windows, doors, and trim be approved by the DC.
5. Building sizes for accessory dwelling units are dependent on parcel size and need to follow Teton County regulations.

5.4 SITE DESIGN

1. The minimum setback on any lot or parcel to any side or back or from property line must be in compliance with the standards set forth by Teton County, Idaho zoning regulations. A building envelope and development area has been established for each lot or parcel and is further specified in the recorded plat. No building or structures or parts thereof, shall be permitted on any lot or parcel outside of the development area.
2. The DC must approve the placement of each building and/or structure within the designated building envelopes and development areas, to ensure that all natural and obvious view sheds are not necessarily or substantially obstructed from the adjacent lots. Priority consideration shall be given to lot or parcel owners who have applied to the DC for site review and building design approval in conjunction with their dated, filed application to the Teton County Building Department, establishing their intent to commence construction, subject to being granted the necessary approvals to allow said construction to commence.
3. Finish grading on all building sites shall assure drainage of surface water from the buildings

and avoid concentrating runoff onto adjacent properties. For a distance of ten feet minimum fall of six inches in ten feet shall be provided at the perimeter of all buildings which have non-impervious-surfaces and one inch in ten feet for impervious surfaces. The entire site shall have positive drainage to rights-of-ways and shall utilize natural draws to facilitate drainage, as required.

1. Each dwelling unit shall be accompanied by a garage providing for a minimum of two indoor and enclosed parking spaces. Parking spaces, whether interior or exterior, shall have minimum dimensions of not less than ten feet wide by twenty feet long and served directly by a driveway. Outdoor parking is restricted to short-term guest parking only. All lot or parcel owner vehicles are strongly encouraged to be parked within the indoor parking spaces whenever possible. All parking spaces and driveways shall be constructed in a manner consistent with the roadways in Greenback or better.
2. Fencing shall comply with the Fence Design Standards adopted by the DC and shall not exceed height limitations, if any, imposed by Teton County, Idaho. Boundary fences encroaching into the Farm Easements or Open Space Easements shall be prohibited in order to accommodate the worthwhile farming and irrigation programs and objectives and resource management practices. Wildlife-Friendly fencing is required to permit seasonal migration patterns of area wildlife. In the event that a lot or parcel owner desires to fence all or a portion of their property within their building envelope or development area, they will be required to submit plans to the DC which detail the proposed use and shall address all concerns of the existing farming and irrigation objectives which have been established for the benefit and enhancement of the entire development.

The following are the only fences permitted within the building envelope and/or development area and subject to the approval by the DC:

 Fences around garden plots, swimming pools and tennis courts, the size, construction type, and color of which shall be approved by the DC.

ii. A dog kennel, the size, construction and location of which shall be approved by the DC, provided that the kennel is contiguous to and bordered on one side by one of the permitted structures, wholly within the building envelope and /or development area and containing an area no greater than 600 feet.

1. Electrical and telephone utility lines will be installed underground in the easements and rights-of-ways of the Common Roads. Connections from the lots or parcels within the Property to the designated underground utility lines shall be completed at the expense of the owner of each lot or parcel, and shall be underground. Any and all above ground utility lines are prohibited. All applicable connections fees shall be borne by each lot or parcel owner at the appropriate time as designated by each utility provider.
2. Wildlife habitat and wetland "lined" pond enhancements are acceptable physical alterations to the lots or parcels provided that these enhancements do not interfere with or impede any established objectives of Greenback. However, prior to undertaking any enhancement activities, a plan describing the enhancement must be submitted to the DC for approval. Additionally, any lot or parcel owner proposing a wetland "lined" pond enhancement must submit proof to the DC that an application has been submitted to the proper State and County agencies for review and permit approval.
3. A landscaping plan must be submitted for review and approval of the DC, concurrent with all other plan submission requirements. All landscaping as submitted and approved by the DC must be completed within two years from commencement of construction unless the DC and the Board of Directors of the Association approve an extension for good cause, not to exceed six months' time.

 An area defined as at least forty (4O) feet from the outer walls of any point on the house and at least twenty (20) feet from the outer walls of any point on any guest house or accessory building shall be a mowed and watered grass lawn, or other full-coverage native non-invasive species groundcover, along with landscaping. An alternative to this requirement may be submitted to the DC for their discretionary review and approval. Xeriscaping is encouraged to reduce impact on groundwater sources.


# ARTICLE VI: LAND USE AND RESTRICTIVE COVENANTS

6.1 GENERAL RESTRICTIONS. The following general restrictions shall apply to all lots or parcels within Greenback.

1. No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed, or permitted to remain on any lot, parcel, or tract, and no excavation or other work which in any way alters any lot or parcel from its natural or improved state existing on the date such lot or parcel was first conveyed in fee by Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, lot or parcel or tract until the plans, specifications and exterior material samples and color selections therefore have been approved in writing by the DC and a building permit has been issued.
2. The sum of Two Hundred ($200) for each residential lot or parcel shall be submitted, along with the proposed building, site or alteration plans to the DC to cover the expenses of reviewing said plans. Said amount may be increased or decreased from time to time by the DC rules.
3. Two copies of any proposed plans and related data shall be furnished to the DC for its records. Any approval given by the DC shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any purposes other than the authority for the persons submitting the plan to commence construction.
4. A building envelope and development area has been established and referenced in Article 5.4.a above. All ingress and egress to Greenback lots or parcels shall be obtained from the subdivision/development interior frontage road or roads designed to access the established building envelope and development area of each lot or parcel and furthermore, as also identified on the Greenback Subdivision and Plat maps. No additional access shall be provided for any private lot or parcel off County Roads.

6.2 RESIDENTIAL AREA; USES; RESTRICTIONS

1. Each residential lot or parcel shall be used exclusively for residential purposes, and no more than one family, including its staff and transient guests, shall occupy such residence and no lot or parcel shall be further divided or split, provided, however, that nothing in this subparagraph 6.2.a shall be deemed to prevent the following:
	* 1. Construction of a guest suite whereby no guest suite shall be inhabited by a second family, other than as a guest family, and rental of same shall be prohibited, unless the principal residence is either occupied by the owner, or rented to the same party.
		2. Any artist, artisan or craftsman from pursuing their artistic calling upon the lot or parcel or dwelling unit owned by such artisan if such artist, artisan or craftsman also uses such lot or parcel or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or parcel or in such dwelling unit, and does not advertise any product or work of art for sale to the public upon such lot or parcel or dwelling unit.
		3. The leasing of any primary residence and associated buildings and structures, by the owner thereof, subject to all the restrictions of the Association and provided that the use is exclusively for residential purposes and no more than one family, including its staff and transient guests, shall occupy said residence.
2. Each residential lot or parcel, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such owner's sole cost and expense. Additionally, all lot or parcel owners shall be required to maintain the exterior of all improvements, buildings, and structures in a manner acceptable to the Association. Non-maintenance of landscaping, lack of weed control, accumulation of garbage, refuse, debris

or unsightly materials or possessions may cause the Association to act on clean-up of same and lot or parcel owners shall not stop the Association from acting in the best interest of the Association. Offending owner will be assessed for the cost of clean-up and needed maintenance.

1. No noxious or offensive activity shall be carried on upon any lot or parcel, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their lots. In determining whether there has been a violation of this paragraph or paragraph (b) above, recognition must be given to the premise that owners, by virtue of their interest and participation in Greenback, are entitled to the reasonable enjoyment of the natural benefits and surroundings. Without limiting any of the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and improvements located thereon, shall be placed or used upon any lot or parcel. Exterior speakers shall be permitted but shall not exceed 65 decibels when in use, which volume shall be measured at the boundary of the building envelop of any lot.
2. Exterior Lighting is governed by Teton County Code Section 9-4-1-K. This Section requires specific types of light fixtures and lighting levels for commercial, public, and residential lights in Teton County. The purpose is to protect the health, safety and general welfare of the county residents by providing even, adequate lighting for safety and security that is not excessive, does not interfere with vision because of glare, avoids excessive visual adjustment to varying light levels, permits the viewing of the night sky, and is not obtrusive to homes and public places. No domestic animals or fowl shall be maintained on any lot or parcel other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Pets shall be fed indoors or, if fed outdoors, shall be fed in such a manner as not to become a wildlife attractant. If any animals are caught or identified in chasing or otherwise harassing other animals or people, the first contact and response shall be to and from the Board President. On a second occasion, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owning of such animal or animals of not more than Two Hundred and Fifty Dollars ($250) plus all costs of impoundment. If such animal or animals are caught or identified in chasing or harassing other animals or people on a third occasion, the board shall have the authority to have such animal or animals impounded, and the Board shall assess a penalty of not more than Five Hundred Dollars ($500.00) per animal, plus costs of impoundment. No owner of any animal or animals impounded for chasing or harassing other animals or people shall have the right of action against the Board, or any member thereof, for the impoundment of any such animal or animals.
3. Greenback Subdivision and Development has been planned and designed to accommodate an ongoing agricultural farming program. In an effort to support this aesthetic and worthwhile endeavor of the Declarants, Agricultural Operations shall be allowed within the Property. In addition, the Declarants have partnered with local agricultural organizations to further develop the Agricultural Operations of the Property, and the operations thereof shall be permitted until and if the Association votes to terminate such partnerships. A portion of the profits produced by agricultural operations on the Property, if any, shall be utilized to defray annual HOA assessments, which amounts shall be distributed on a per lot basis to the Owners.
4. Each Owner shall use and maintain his/her Lot and the Association shall use and maintain the Common Area in a manner that is not incompatible with the agricultural character of the farm tracts in Greenback. Each Owner and the Association shall comply with the reasonable requests of the owner or operator of the farm tracts within Greenback in order to maintain the viability of the agricultural character and agricultural uses of those areas.
5. No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring properties, shall be erected or maintained upon any lot or parcel, except such signs as may be required by law and other legal proceedings; ii. Residential identification signs of a combined total face area of two square feet or less for each residence; iii. During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six square feet per sign and of the type usually employed by contractors, sub-contractors and tradesmen; iv. Not more than one "for sale" or“for rent" sign having a maximum face area of six square feet.
6. No house trailer, mobile home, tent, yurt, tepee or similar facility or temporary structure shall be kept, placed, or maintained upon any lot or parcel at any time, provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during and used exclusively in connection with the construction of any work or improvement permitted by these covenants, for a maximum period of twelve consecutive months. No person shall reside in or live in such temporary construction shelters or facilities. Tents and tepees used in conjunction with rearyard children activities and temporary guest outings shall be permitted. No trailer of any kind, truck camper, motorhome, boat, or snowmobile shall be kept, placed or maintained upon any lot or parcel in such a manner that such trailer, truck camper, motorhome, boat or snowmobile is visible from the neighboring properties. Temporary outdoor storage of the above referenced vehicles on any lot or parcel shall not exceed five (5) days and no more than two (2) weeks a year.
7. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring properties. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Homeowner’s Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is permitted in receptacles specifically designed for such purpose, but is otherwise prohibited unless approved by the DC. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector. All garbage collection receptacles shall be kept within a DC-approved enclosure or garage on all days other than the arranged collection day.
	* 1. Outside clotheslines or other outside clothes drying or airing facilities shall not be allowed.
		2. There shall be no exterior fires whatsoever except barbeque fires or recreational fire pits contained within receptacles designed for such and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles.
		3. All firewood shall be stacked and stored within a DC approved enclosure.
		4. Use of off-road recreational motorized vehicles, including, but not limited to, dirt bikes, four-wheel ATV, snowmobiles, among others, is prohibited within the Property. Temporary exceptions may be made for snowmobiles utilized in the construction of cross-country ski trails during the Winter months.

# ARTICLE VII: GENERAL PROVISIONS

7.1 FARMING. It is the intent of the Declarants to permit Agricultural operations within the boundary of this subdivision and development. To facilitate this effort and to promote the ongoing established farming program, a farming easement has been granted to the Greenback Homeowner's Association. The Association has the right to contract farm or otherwise farm the open space areas within this subdivision, including those areas within the Development Areas until such time as residential construction activity commences, at which point farming activities shall be limited to the Farming Easements identified on the Plat. Agricultural Operations shall continue until such time that the collective lot or parcel owners decide otherwise by a 75% majority vote. The responsibility to maintain each lot's Development Area shall be the ultimate responsibility of each lot or parcel owner. In the event that a lot or parcel owner is unable or unwilling to maintain said area in an acceptable condition to the Association and the DC, the Association, after proper notice to the lot or parcel owners, shall be empowered to direct the necessary efforts to correct any and all deficiency standards at owner’s expense. Should it be the collective decision of the owners to continue the farming program, any net proceeds from the farming shall be kept by the Association to defray HOA annual assessments. Said proceeds shall be distributed to each lot or parcel owner on a per lot basis. Individual lot or A owners may provide additional farming area from within the building envelope areas of their lot or parcel to the farm program if practical.

 Greenback acknowledges the Right to Farm Act as stated below:

 Right to Farm Act Idaho Code Chapter 45, Sections 22-4501 through 22-4504

"...It is the intent of the legislature to reduce the loss to the State of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the State of Idaho"

“Agricultural Operation includes, without limitation, any facility for the growing, raising or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the producing for commercial purposes of livestock or agricultural commodities. No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any change conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or an appurtenance to it."

7.2 CONTROL OF NOXIOUS WEEDS. Each owner shall take all actions necessary to control noxious weeds as defined by the standards and guidelines established in Teton County, Idaho and/or by the Association Board. Because the timing for effective control of noxious weeds is critical, if an owner fails to respond immediately to a written request for weed control from the DC, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot or parcel to treat noxious weeds without any liability for trespass. In such an event, the owner of said lot or parcel or lots and parcels shall pay all costs relating to enforcement incurred by the Board. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County, Idaho Weed Supervisor and do not pose a health threat to people, livestock or wildlife.

7.3 ANIMAL SPECIES. Introduction of any non-native animal species which might compete with or harm native species shall be prohibited. This includes, but is not limited to, domestic waterfowl in private aquatic areas.

7.4 ARTIFICIAL FEEDING. Artificial feeding of deer, moose, elk, and waterfowl shall be prohibited.

7.5 WILDLIFE PROTECTION. It is recognized by the Declarants, and the purchasers or owners of any lot or parcel within Greenback, that there is the potential for to wildlife to occasionally migrate through the Property during various seasons of the year. As a protection and a preservation effort to maintain any wildlife that might present itself on the Property, Greenback imposes the following requirements:

1. Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of the properties or lot or parcel, except within an authorized and enclosed improvement area.
2. No hunting or shooting of guns shall be allowed on any lot or parcel.
3. Wildlife Harassment. Mule deer, elk, and moose will be present on the property at various times of the year. This is because important habitats for these ungulates are found on and in the vicinity of the parcel. The presence of these and other wildlife species should be expected and tolerated. People residing or owning property within the subdivision should be both respectful of and sensitive to wintering wildlife and not purposefully harass these animals as they struggle to survive harsh winter conditions. Moose, in particular, can be expected to browse upon landscaped vegetation and this activity can cause significant damage to planted vegetation. Project proponents should make a concerted effort to plant vegetation that is less palatable to wildlife and educate themselves and future residents on how to minimize wildlife harassment.

LIVING IN BEAR COUNTRY. The project area is located in bear habitat, and care should be taken to minimize bear attractants in the neighborhood. The following precautions have been adapted from IDFG recommendations for living in bear country. These precautions can help minimize bear encounters and prevent bears from accessing human foods:

a. Garbage and Recyclables - Bear-resistant garbage and recycling containers should be used. Ensure that bear-resistant containers are properly closed and latched, and never tamper with the latching mechanism. If non bear-resistant containers are used, they should be stored inside an enclosed building or bear-resistant enclosure until the morning of waste/recycling pick-up, and promptly returned to secure storage after waste pick-up. Never leave trash/recycling outside overnight, and don’t let garbage pile up or develop strong odors that can attract bears.

b. Compost Piles - If you must have a compost pile, enclose it with electric fencing. Don’t put meat, fish, melon rinds and other pungent/smelly scraps in the pile. Better yet, compost only leaves and grass, not kitchen scraps. Keep the pile aerated and properly turned. Add lime to promote decomposition and reduce odor.

c. Bird Feeding - Do not feed birds, including hummingbirds, during the active bear season (March-November), and clean up any spilled bird seed.

d. Pet Food - Keep pet food inside at all times.

e. Fruit Trees/Shrubs - If fruit trees/shrubs are present, fruit should be picked promptly when it begins to ripen. Remove any fruit that has fallen to the ground as soon as possible.

f. Food storage - Do not keep coolers, refrigerators or freezers outside or on porches.

g. BBQ Grills - Thoroughly clean BBQ grills and smokers after each use. If possible, store grills and smokers inside a garage or shed when not in use

* 1. FENCES. An assessment of site-specific fencing needs should be made for the property. Fences frequently disrupt or discourage normal movement and use patterns of wildlife or actually present hazards to wildlife and their use should be avoided or minimized. If the control of livestock is not necessary, perimeter fences around the parcel should be removed. Any unmaintained or unneeded fence and fence materials (e.g., barbed wire) should also be removed. In situations where perimeter fences are necessary, they should be constructed 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. Wildlife-friendly fence recommendations are provided below:

a. 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.

b. The spacing of fence posts should be on 12-foot centers.

c. 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.

d. Installed fence posts should have extra height to allow raising or lowering top pole 38-42 inches above the ground.

e. 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.

f. 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.

g. 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.

h. 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.

7.7 WOOD STOVES. All wood stoves shall comply with all current smoke emission and efficiency standards in accordance with state or local law.

7.8 MINERAL ACTIVITIES PROHIBITED. No mining or other mineral extraction development activities shall be permitted on any lot or parcel, including the commercial extraction of gravel, top soil, subsoils or the like for resale. Onsite activities for the purposes of landscaping and pond construction shall be allowed.

7.9 MAINTENANCE. 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 any lot or parcel, except under generally accepted composting practices, in containers designed specifically for this purpose, and as otherwise approved by the DC.

7.10 WATER SYSTEMS. Greenback requires lot or parcel owners to develop and install individual private water well systems which conform to the adopted safe water standards and rules as established by the Idaho Department of Water Resources and other regulatory authorities maintaining jurisdiction over the same.

7.11 SEWAGE DISPOSAL. Each dwelling shall be connected to an installed private septic waste disposal system which conforms to the adopted and mandated standards established by the

Eastern Idaho Public Health Department and other regulatory authorities maintaining jurisdiction over the same.

7.12 COMMON AREA MANAGEMENT PLAN. All designated common areas shall adhere to the same guidelines as outlined in the “General Provisions” sections 7.2-7.11.

7.13 COMMON ROADS.

Greenback common roads: The common roads within Greenback shall be private roads, and each lot or parcel owner shall be responsible for an equal portion of the snow removal, maintenance and improvement costs associated to said common roads as assessed by the Association.

Additionally, each lot or parcel owner shall be responsible for an equal portion of the utility maintenance and improvement costs associated to the utilities located within the Common Road rights-of-ways as assessed by the Association.

Silver Dollar common roads: Greenback utilizes the public/common roads of the Silver Dollar subdivision for access to County Road 4000 N. The Greenback HOA will assess its lot/parcel owners for the reasonable, pro rata costs associated with snow removal, maintenance and repair of the Silver Dollar subdivision common roads. These costs and expenses shall be allocated equally across the total number of originally platted parcels for both subdivisions and assessed to lot owners on a pro rata basis (33 total units – 27 within Silver Dollar and 6 within Greenback). Each of the lots will be responsible for an equal portion of the road maintenance regardless of size. The Greenback HOA will receive detailed receipts of expenditures and confirmation of payment by Silver Dollar HOA, and will have appropriate and ongoing visibility and representation associated with the allocation of Silver Dollar roadwork costs.

Greenback lot or parcel owners are not responsible for any portion of the utility maintenance and improvement costs (or any other costs) associated with the utilities located within the Silver Dollar Common Road rights of ways as assessed by the Silver Dollar Ranch HOA.

* 1. LOT CONSOLIDATION. Two or more contiguous lots of parcel within Greenback may be combined, provided notice of intention to consolidate such lots or parcels is filed with the DC, and consolidation is approved by Teton County. Consolidation of lots shall not reduce annual assessments, which schedule shall be maintained in accordance with the original number of lots so consolidated. Such consolidated lots or parcels may thereafter be treated as one building site, and such site may be subj to these restrictions the same as a single lot or parcel except for the purposes of levying and collecting assessments. The building envelope for the combined lots or parcel may be aggregated and combined, or adjusted and relocated, with the approval of the DC, and as required under Teton County subdivision regulations, provided it does not infringe on other owners’ view corridors or otherwise conflicts with these Covenants.
	2. WATER RIGHTS and IRRIGATION. The Declarant has elected to retain surface irrigation water rights appurtenant to the land within Greenback in accordance with Idaho State Law. Flood irrigation methods are strictly prohibited. Each lot or parcel owner shall have the right to install approved underground connections and pipelines within the established and provided irrigation line easement to bring said water to his or her lot or parcel, as governed by the Idaho Department of Water Resources and other regulatory agencies. All irrigation water must be provided through underground or surface mainline pipelines and sprinklers and shall be equipped with the proper valves, vents, and discharge heads.
	3. IRRIGATION WATER CONTROL. In order to provide for the orderly use of the water and maintenance of the irrigation system that produces and delivers said water for agricultural purposes the President of the Association or his designee shall act as the subdivision and development Water Steward. The Water Steward shall work with the owners of lots or parcels

and/or contract with the Farmer in establishing an orderly system to provide the water needed for irrigation of Greenback's agricultural operations.

* 1. IRRIGATION CANAL. The existing open irrigation canal known as the Bell McCracken Ditch passes through Greenback. This irrigation canal provides water to Greenback, and also to downstream lands The owners of each lot or parcel through which said canal passes are responsible to ensure that no action of theirs interferes with the free passage of water within said canal nor allows nor causes pesticides or other noxious or dangerous chemicals to enter said canal. The owners of the lands supplied by said canals shall have the right at all reasonable times to enter upon said lots or parcels within the canal easements to maintain the canal.
	2. FIRE POND AND DRY HYDRANT. A storage and delivery water system has been designed and installed within the Property for the purposes of providing an emergency water supply for fire suppression and protection. These systems are to be maintained by the Association in accordance with the Fire Protection Resolution adopted by Teton County, Idaho. Costs associated with the maintenance and improvements of the Fire Pond and Dry Hydrant will be assessed annually, equally across the Greenback lot owners.
	3. VIOLATIONS, ENFORCEMENT, LIENS, COST. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Declarants, Association Board or by the DC, or by any lot or parcel owner within the Property. The DC is empowered with complete authority to employ counsel and to enforce the covenants.

Every owner of a lot or parcel within the Property hereby consents to the entry of an injunction against him or her or his or her or tenants or guests to terminate and restrain any violation of these covenants. Any lot or parcel owner who uses or allows their lot or parcel to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Association or other lot or parcel owner in enforcing these covenants, including reasonable attorney's fees. The Association may file a lien against any lot or parcel and the improvements

thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Association from the owner of such property which is not paid within the time period provided by these covenants, plus interest from the date of demand for payment at the rate of twelve percent (12%). The Association is authorized to record a notice of lien in the Office of the County Clerk of Teton County, Idaho, which shall include a description of the property and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's Office shall be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho. In addition to the principal amount of the lien plus interest, the Association shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

* 1. AMENDMENT AND VARIANCE. These covenants may be amended by written consent of two-thirds (2/3) of the lot or parcel owners of Greenback. The Declarants shall have one vote for each unsold lot or parcel. The Association shall have such amendments duly executed and

placed on record in the Office of the County Clerk of Teton County, Idaho. Notwithstanding the foregoing, the following items cannot be changed or modified by the HOA: weed maintenance and control must continue on an ongoing basis, per Teton County regulations; Teton County dark skies requirements shall not be circumvented; existing lots cannot be subdivided further than as identified on the Plat; Teton County setback and height regulations maintain authority over HOA regulations; the HOA must adhere to any provisions of the Right to Farm Act; and the HOA's authority is secondary to The Eastern Idaho Public Health District (EIPHD) involving matters for which the EIPHD provides regulatory approval.

* 1. 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 property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Section 7.18 of this Article hereof. If required by law, these covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless a two-thirds (2/3) majority of the lot or parcel owners of the Property subject to these covenants otherwise agree in writing.

7.23 SEVERABILITY. Any decision by a court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part of 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.

* 1. ACCEPTANCE OF COVENANTS. Every owner of this Declaration, and every lot or parcel owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

ARTICLE VIII: EASEMENTS

* 1. EASEMENTS. The following easements are hereby created:
1. A restrictive easement is granted over the Common Area Easement as depicted on the Plat. No buildings, fences, improvements, or any changes may be made to or constructed upon the land covered by this restrictive easement. Notwithstanding, the Association may elect, by unanimous vote only, to have improvements made within the Common Area Easement so long as they are consistent and harmonious with the natural state of these areas and approved by Teton County. By example only, bird nesting pairs wildlife habitat enhancements, and trails.
2. Except for any private amenities associated with Agricultural Operations and the Farming Easements, Declarant hereby grants to the Owners a perpetual, non-exclusive easement over and across any areas designated as parks, recreation areas, creek frontage, walking trails or paths, on any recorded Subdivision Plan of the Property. Use of such facilities shall be governed by reasonable rules and regulations promulgated by the Association. Provided Owners do not interfere with ongoing Agricultural Operations, Owners may utilize the Farming Easements for recreational purposes, which access is expected to be limited to the Winter months. Notwithstanding the foregoing, Owners' recreational use of the Farming Easements is limited to that portion located on the lot under their ownership, unless express and written consent from other Owners is obtained.
3. It is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across (i) those strips of land ten (10) feet in width located along and adjacent to the exterior boundaries of all Lots, such strips to be bounded by the exterior boundaries adjacent to streets and roads and by lines in the interior or such lots which are ten (10) feet from and parallel to such exterior boundaries, the installation, maintenance, and use of sidewalks, traffic directional signs, and other improvements, provided that Declarant shall have no obligation to construct any such improvements. There is further reserved for the benefit of the Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement upon, over, and across those strips of land fifteen (15) feet in width located along those boundaries of all Lots that constitute part of the perimeter boundary of the Property, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Property, provided that neither the Declarant or the Association shall have any obligation to construct any such perimeter, wall, or fence.
4. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise of any easement reserved hereunder or shown on any Subdivision Plat for the Property, except in cases of willful or wanton misconduct.

# ARTICLE IX: ENFORCEMENT DURATION AND VIOLATION

9.1 ENFORCEMENT. The Declarants, the Association Board, or the DC, or any owner, shall have the right to enforce, by any legal proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 DURATION OF RESTRICTIONS. All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said Property and the owners thereof, subject to the right of amendment or modification provided for herein, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

9.3 VIOLATION CONSTITUTES NUISANCE. Every act or omission, whereby any restriction, condition, or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any lot or parcel owner, and such remedies shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarants have executed this Declaration effective the xx day of month, 2024