



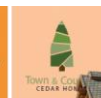
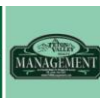
**“Local Brokerage, National Results.”**

## Maps & Documents

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253 S. Main St. Box 604, Driggs ID 83422  
57 S Main St. # 210 Victor, ID 83455



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF:**

**BUCKSKIN RANCH**

TETON COUNTY  
PLANNING & ZONING

JUN 06 2008

RECEIVED

**KNOW ALL MEN BY THESE PRESENTS:**

This Declaration of Covenants, Conditions and Restrictions is made and executed in Teton County, Idaho, this 30th day of April 2008, by Wild Springs Development, LLC. hereinafter called "Declarant(s)".

**PURPOSE**

WHEREAS, Declarant(s) are the owners of a certain property located in Teton County, Idaho, which property is more particularly described in Exhibit A attached hereto and made a part hereof, and which is hereinafter referred to as the property. The declaration is executed to establish and maintain the highest possible quality, value, desirability and attractiveness; and to provide seclusion and a pleasant environment to any person acquiring title to part of such property.

**DECLARATION**

NOW, THEREFORE, Declarant(s) do hereby declare that BUCKSKIN RANCH is and shall be owned, occupied and improved subject to the following uniform covenants, conditions, and restrictions. The restrictions set forth herein shall run with the real property and shall be binding upon all persons having or acquiring any such real property and any interest therein; and shall inure to the benefit of and be binding upon Declarant(s), their successors in interest and may be enforced by Declarant(s) by any owner or his successors in interest or by the Homeowners' Association.


**ARTICLE I**  
**DEFINITIONS**

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

1. ASSESSMENTS shall mean assessments of the Homeowners' Association and includes both regular and special assessments.
2. BOARD shall mean the Governing Board of Directors of the Homeowners' Association. It shall be responsible for the administration and enforcement of these covenants and conditions.
3. BUCKSKIN RANCH, CONDITIONS, COVENANTS AND RESTRICTIONS shall mean this Declaration as it may be amended from time to time.
4. DESIGN COMMITTEE shall mean the Committee created pursuant to Article III hereof.
5. LOT shall mean each lot as designated as such on the recorded plat, whether or not improved.
6. HOMEOWNERS' ASSOCIATION shall mean the BUCKSKIN RANCH Homeowners' Association, its successors and assigns.
7. MEMBER shall mean any person who is a member of the Homeowners' Association.
8. OWNER shall mean (a) the person or persons or other legal entity or entities, including

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**Instrument # 198117**  
**TETON COUNTY, IDAHO**  
 6-10-2008 09:49:00 No. of Pages: 10  
 Recorded for: AW ENGINEERING  
 MARY LOU HANSEN  
 Ex-Officio Recorder Deputy  
 Index to: DECLARATION OF COVENANTS  
 Fee: 30.00



Declarant(s), holding an aggregate fee simple interest in a lot or, as the case may be, (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

9. RESIDENCE shall mean a physical structure that someone lives in.

## **ARTICLE II**

### **GENERAL RESTRICTIONS**

All real property within BUCKSKIN RANCH shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 2.01 No Further Subdividing. No lots within BUCKSKIN RANCH may be further divided.

Section 2.02 Sale of lots. No lots may be sold (warranty deeds transferred) or offered for sale prior to the recording of final plat. Furthermore no building permits or certificate of occupancy shall be given until all improvements have been completed.

Section 2.03 Signs and Lighting. No signs of any character shall be placed or maintained on any lot except:

- (1) One sign advertising the premises for sale or rent, which sign shall not exceed six square feet;
- (2) One sign identifying the name and/or address of the owner or occupant's lot, which sign shall not exceed two square feet;
- (3) One sign used by the builder to advertise the project during the construction period.

Downward directed, low wattage, dark sky lighting is required for BUCKSKIN RANCH in conformance with ordinance #9-4-12.

Section 2.04 Animals. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. Owners, tenants, or guests shall clean up and properly dispose of their animals' waste in all common areas, roadways and/or developed pathways. There shall be no more than four (4) large animals, (large meaning any animal over 200 lbs in weight) on any lot. The lot will be maintained keeping the vegetation watered and growing according to the availability of Trail Creek Irrigation water. If the owner's animals over graze the vegetation, then the owner will supplement the feeding of said animals as to keep the vegetation healthy. No more than two (2) dogs shall be kept outside on any lot. If any dog or dogs are caught or identified as being a nuisance the Board shall have the authority to have such animal or animals impounded at any available location, and/or shall assess a penalty against the owner of such animal or animals of not more than \$200.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the board or any member thereof, for the impoundment or destruction of any such animal or animals. Domestic animals shall be controlled at all times and shall not be allowed to run at large. All dogs shall be leashed and under the control of the owner at all times.

Section 2.05 Motorized and Recreation Vehicles. Snow machines, motorcycles, four wheelers, (ATV's) and similar type vehicles must be operated in a non-disruptive manner within the owners lot area or receive consent from other land owners previous to recreating on their property. No boat, travel trailer, recreational vehicle, motor home, camper or similar vehicle shall be allowed or stored on any Lot unless it is appropriately garaged or screened from view, nor shall they be used as a residence.

Section 2.06 Offensive Activity. No rubbish, debris or materials of any kind shall be placed or permitted to accumulate upon any property within BUCKSKIN RANCH. Trash garbage or other waste shall be kept in sanitary containers and stored on each lot and screened from view. All sanitary containers shall be set by each lot owners driveway for sanitary pickup on Buckskin Loop, Palomino Way and Mustang Trail the night before or the day of pick up and promptly removed by the next day before 12:00 o'clock.

Section 2.07 Residence and Lot Maintenance. Each owner shall be obligated to repair and maintain his or her Lot and the residence, garage, and other structures and improvements erected or placed on the Lot (including, without limitation, landscaping) in such manner as to present a well-maintained, high quality appearance so as to prevent the property from becoming unsightly.

Section 2.08 Exemption of Declarant(s). Nothing herein shall limit the right of the Declarant(s) to complete excavation, grading and construction of improvements to any property owned by Declarant(s), or to use a structure as a model home or leasing or sales office. The right of the Declarant(s) hereunder and elsewhere in the restrictions may be assigned by Declarant(s).

Section 2.09 No hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

Section 2.10 Temporary Structures. Only temporary structures, which are approved by the Board, may be installed on a lot during construction of a permanent residence. Construction trailers, travel trailers, recreational vehicles, motor homes, camper, or similar trailers and vehicles are considered temporary structures. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

Section 2.11 Weeds. Noxious weeds must be kept under control at all times at the expense of the lot owner, and lots should not be left in an uncared for condition. In the event that a lot owner fails to comply with weed control, the BUCKSKIN RANCH GOVERNING BOARD, shall commence to eliminate the weeds from the infested lot. A \$300.00 penalty will be assessed to the lot. A lien will be recorded in the office of the Clerk of Teton County, Idaho to collect the penalty and the cost of the weed eradication if the owner does not reimburse said weed control costs.

Section 2.12 Buildings and Improvements. No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guests, plus a garage and/or workshop and other improvements incident to a single family residence. **All proposed buildings and improvements shall be submitted to the Design Committees for approval.** Provided however, notwithstanding anything contained herein to the contrary, **after the primary residence is fully constructed one additional guesthouse, which shall be a minimum of 800 sq. ft. on the main floor, may be constructed. No apartments, condominiums or other multiple dwelling structures may be built.** In addition, a barn, hay shed, or workshop may be constructed, but the proposed construction, materials and design must be approved by the Design Committee.

Section 2.13 Water System. Each structure designed for occupancy or used by human beings, shall be connected to a private water system at the owners expense.

Section 2.14 Landscaping. Each lot owner shall have the responsibility and obligation to Landscape their lot in an esthetically pleasing way. As a minimum, each lot must be landscaped 30 feet in the front and rear and 20 feet on both sides of the main dwelling totaling at least 1000 sq ft in finished landscaping. Sod or seeded lawn must be installed and a minimum of four (4) trees of 2 inches or greater in diameter must be planted. A minimum of ten (10) shrubs must be planted in appropriate beds. It is the responsibility of the lot owner to keep these plantings alive. If a tree or shrub dies, it must be replaced within six (6) months weather permitting. This minimum landscaping must be installed within one (1) year after receipt of a Certificate of Occupancy, for the property, is issued by the County.

Section 2.15 Propane Tanks. Any propane tank to be installed on a lot must be buried in the ground by a contractor qualified to do so in a safe and functional way.

Section 2.16 Waste Disposal. Each structure designed for occupancy or used by human beings, shall be connected to an individual waste disposal system at the owners expense. Such waste disposal system shall

conform to the standards applicable for the area, including without being limited to the Idaho Public Health Department. No outdoor toilets shall be permitted, except during construction. It must be of a storage type and be serviced on an as needed basis.

Section 2.17 Maintenance Structure. There will be no maintenance building.

Section 2.18 County Setbacks and Height Restrictions. All structures will be in complete conformance to Teton County setbacks and height restrictions for the ARR-2.25 zone.

Section 2.19 Fire Pond. An easement is granted to BUCKSKIN RANCH Homeowners Association for the use of the Fire Pond located in Block 3 on lots # 2 & 3. The Fire Pond maintenance, landscaping and maintenance of the landscaping around the fire pond, and snow removal for access to the fire hydrants is the sole responsibility of the BUCKSKIN RANCH Homeowners Association and shall be administered to by the BUCKSKIN RANCH Governing Board. The BUCKSKIN RANCH Governing Board will establish proportionate fees for all lot owners. BUCKSKIN RANCH Homeowners Association and lot owners in BUCKSKIN RANCH and their assigns have access and use of the fire pond for fire protection ONLY.

### **ARTICLE III DESIGN COMMITTEE**

Section 3.01 Design Committee. The Declarant(s) shall act as the Design Committee until the Declarant(s) appoint a new Design Committee. Those persons shall be lot owners (no more than one member of the three member committee can be from one owned lot) of BUCKSKIN RANCH and act as the Design Committee. The Design Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association.

Section 3.02 Authority and duties. The Design committee shall be responsible for reviewing construction plans and specifications and other responsibilities delegated to them by the Association.

Section 3.03 Meetings. The Design Committee shall meet from time to time as it deems necessary.

Section 3.04 Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction taken with respect to any provision of these Covenants, provided that such Design committee has acted in good faith. All members of the Design Committee shall be indemnified and held harmless by the property owners and Association from liability, damages and expenses for any decision or action they may make while acting within the scope and course of their duties.

### **ARTICLE IV DESIGN STANDARDS**

No building or other improvements shall be constructed on Lots 1-11, Block 1, Lots 1-4, Block 2 or Lots 1-8, Block 3 in BUCKSKIN RANCH, nor shall any alterations therein be made until the plans and such other information as the Design Committee may require, shall have been submitted to and approved **in writing** by the Design Committee. The Design Committee shall consider the suitability of the improvements, the materials, the colors and the nature of the adjacent improvements. The objective of the Design Committee is to ascertain that any proposed improvements will enhance the aesthetic and monetary values of the area. Design Committee approval shall not be unreasonably withheld if the plans meet the guidelines of Section 4.10 Structures. If the plans are disapproved, said structures and improvements may not be constructed or placed upon said lot. The decision of the Committee is final and binding upon all parties concerned.

#### Section 4.01 Structures

A. Structures are encouraged which relate to the terrain and physical features of the property. All residences shall be a minimum of 1750 square feet on the single, main ground level floor or a minimum of 2300 square feet in a combination of main ground level floor and upper floor. Sundecks, carports, patios, and other unenclosed or unroofed areas are not to be included in the computation of building area. All

Primary residences shall have as a minimum, an attached two-car garage in addition to the minimum of 1750 sq. ft. or 2200 sq. ft. combination primary residence. The prime concern of the Design Committee will be that the exterior design, exterior finish, and location harmonize with and compliment the natural environment. **All resident structures shall be placed within 250 feet of the front lot line adjacent to Buckskin Loop, Palomino Way and Mustang Trail, and all guest houses, barns sheds other garages etc... shall be placed behind the main residence and within 350 feet of the front lot line adjacent to Buckskin Loop, Palomino Way and Mustang Trail.** All main roofs must have a 6/12 or greater pitch. Shed dormers and porches shall have a 4/12 or greater pitch. No flat roofs will be allowed.

**B.** Exterior materials **must** be of natural wood, such as cedar, redwood, fir, pine, peeled log, or other similar natural material, or of a combination of stucco, stone and wood. Hardiboard, particle board, chip board, plywood or other reconstituted wood fiber construction is **not** permissible on the exterior surface of any structure. Roof materials shall be cedar shake, heavy weight asphalt shingle, or ribbed metal with a flat, non-reflective colored finish in brownish earth tones. Alternative exterior materials, which resemble natural materials may be proposed to the Design Committee for consideration and approval.

**C.** Exterior finishes shall be brownish earth toned stains, or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed materials shall have a dull colored finish, or shall be flat color anodized or painted.

**D.** Exterior colors shall be subdued and in the brownish earth tones range. Color samples on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Design Committee for approval.

**E.** All spoils from excavating must be replanted with in six months or as weather permits.

**F.** Driveways from the road to the garage or parking areas must be of fine crushed gravel or chip sealed oil, brick pavers or of other hard surface materials such asphalt or concrete

**Section 4.02 Parking.** Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated. No parking on Palomino Loop, Buckskin Lane or Mustang Trail is permitted. Extended outside parking of motor coaches, boats, snowmobiles, 4-wheelers, tractors and other vehicles are not permitted. Such vehicles must be parked in covered buildings or screened. Livestock and/or horse trailers are the exception to this rule. The long-term repair of vehicles must take place in a covered building. Non-running vehicles shall not be permitted to clutter any property in the subdivision.

**Section 4.03 New Construction.** All improvements shall be of new construction and no pre-built or pre-fabricated homes will be permitted. No "Manufactured" trailer houses will be allowed. However, products such as panelized wall sections will be allowed. Exterior wall sections can be constructed elsewhere and then brought to the site and placed on the foundation. There are new technology advances in the building industry, that can be considered by the Design Committee and **must** be approved by them before using. All improvements shall be fully completed within two years of the date of the building permit.

**Section 4.04 Fencing.** Perimeter fences shall be uniform around the subdivision. The fence shall be described as follows: Corner posts are to be square metal of at least six (6) inches in diameter set in concrete. On top of these corner posts shall be a decorative treatment selected by Declarant(s). The fence shall be four (4) strands of barbless wire. Every twelve (12) feet shall be a metal posts of at least two (2) inches in diameter that is pounded into the ground. Interior fencing shall also be uniform as approved by the Design Committee. Chain link or net-wire fencing for a dog run will be allowed inside the perimeter fence. The fences will be maintained and kept in good repair at the owner's expense. No white vinyl will be allowed. Since BUCKSKIN RANCH lies within an Open Range, fence maintenance is the responsibility of the individual Lot owner.

**Section 4.05 Roadways.** All roads in BUCKSKIN RANCH will be of private status. An easement to BUCKSKIN RANCH Homeowners Association for Buckskin Loop, Palomino Way and Mustang Trail, provides access to the lot owners in BUCKSKIN RANCH. Maintenance of said roads (the part of Mustang Trail that lies within the boundaries of BUCKSKIN RANCH) is the sole responsibility of the BUCKSKIN RANCH lot owners. Costs will be assessed equally to each lot owner.

- A. BUCKSKIN RANCH Governing Board will work with Elk View Estates and Mustang Meadows' Governing Boards to establish proportionate fees for all lot owners in all three Subdivisions, pertaining to Mustang Trail maintenance fees.

Section 4.06 Utilities. All utilities including electrical, propane tanks, telephone, water, television cables and exterior lighting shall be installed underground.

Section 4.07 Antennas, Aerials and Satellite Dishes. Outside television antenna, aerial, satellite dish or similar device for the transmission or reception of television, radio, satellite, or other signals of any kind are prohibited, except: a) antennas or satellite dishes with a diameter or diagonal measurement not greater than thirty-six inches (36"); b) any such permitted device is placed in the least conspicuous location on the residence or Lot at which an acceptable quality signal can be received.

#### **ARTICLE V WATER RIGHTS**

Section 5.01 Shares of water stock. The Declarant(s) shall transfer all shares of Trail Creek Irrigation Company Inc. shares of stock, which pertain to BUCKSKIN RANCH, to the BUCKSKIN RANCH HOMEOWNERS ASSOCIATION. Those stock certificates shall remain as one and will not be split up into individual shares for lot owners.

Section 5.02 Irrigation Agent. The Declarant(s) shall act as the Irrigation agent until the Declarant(s) appoint one lot owner as the Irrigation Agent to work with Trail Creek Irrigation Company Inc. concerning water usage. That person shall have the authority to regulate water usage to the lot owners and deal with other matters relating to irrigation water. He will report directly to the Board and be under their jurisdiction.

Section 5.03 Sprinklers/nozzles. Each lot may have water usage according to Trail Creek Sprinkler Irrigation Company Inc. policy, which will be administered by the Irrigation agent.

#### **ARTICLE VI RIGHT TO FARM**

Section 6.01 Right to Farm. Anyone purchasing a lot in BUCKSKIN RANCH acknowledges that they are purchasing property in a rural area. Common agricultural practices will be occurring in and around BUCKSKIN RANCH, during the day **and night**, such as tillage, harvesting, spraying and livestock operations. Idaho State has enacted the 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 IDAHO 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 SHALL BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED 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.

Anyone, purchasing a lot, their tenants or guests, in BUCKSKIN RANCH, shall not deem common farming practices as a nuisance.

**ARTICLE VII**  
**BUCKSKIN RANCH HOMEOWNERS' ASSOCIATION**

Section 7.01 The Association. The Association is the nonprofit association established for the purpose of administering and enforcing the provisions of these Covenants.

Section 7.02 Membership. Each lot will have one membership per lot. If more than one Owner owns an interest in a lot only one membership will be given for that lot.

Section 7.03 Membership Voting Rights. Each lot owner shall be entitled to one (1) Vote for each Lot in which he or she owns an interest. If more than one Owner owns an interest in the Lot, only one vote may be cast with respect to that lot. The member(s) owning each lot shall have one vote for each lot to cast upon any matter to be decided by a vote of the members. In the event of any dispute among joint owners of a lot, the Board shall have the right to disqualify such members from voting on an issue unless or until the joint owners of such lot have reached agreement as to such members vote.

Section 7.04 Governing Board of Directors. The Governing Board of Directors shall have full power and authority to manage the business and affairs of the Association, as may be more fully set forth in any charter or articles of incorporation or association and bylaws of the Association, and to enforce the provisions of these Covenants.

Section 7.05 Meetings. The members of the association and the Board of Directors of the Association shall hold a minimum of one annual meeting.

**ARTICLE VIII**  
**FUNDS AND ASSESSMENTS**

Section 8.01 BUCKSKIN RANCH Maintenance Fund. The Board shall establish a fund (the BUCKSKIN RANCH Maintenance Fund") into which shall be deposited all moneys paid to the association and from which disbursements shall be made in performing the functions of the Association under these BUCKSKIN RANCH Covenants Conditions and Restrictions. The Governing Board shall deem what is a reasonable fee for the maintenance of BUCKSKIN RANCH.

Section 8.02 Start-up. At the time of closing, each lot owner shall immediately pay HOA fees for that quarter, at the rate of thirty dollars (\$30.00) per month to the BUCKSKIN RANCH HOA. The first month will be prorated ( at \$1.00/day) if the closing takes place on a date other than the first day of the month. If a different amount is established as called for in Section 8.01 above, Section 8.01 shall override Section 8.02.

Section 8.03 Yearly Estimates of Assessments. At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacements reserves, less any expected income and any surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each lot, in BUCKSKIN RANCH, in an equal amount. If said estimated sum proves inadequate for any reason, including non-payment of any owner's assessment, the Association may, at any time, levy a further assessment, which shall be assessed equally upon the owner of each lot.

Section 8.04 Payment of Assessments. All assessments shall be due and payable to the Association, by the assessed owners (including Grantor as long as he/she is an owner in any of the BUCKSKIN RANCH lots) during the fiscal year in equal quarterly installments, by the due date stipulated in the assessment, or in such other manner as the Board may designate at its sole and absolute discretion.

Section 8.05 Late Charges. If any assessment, whether regular or special, assessed to any owner is not paid



within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of five percent (5%) of the amount of the assessment or such other amount as the Board may designate from time to time.

Section 8.06 Unpaid Assessments as liens. The amount of any delinquent assessment, whether regular or special, assessed to any owner and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of eighteen percent (18%) per annum and cost, shall become a lien upon such lot upon recordation of a notice of assessment in the records of the Clerk of Teton County, Idaho stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the lot against which it has been assessed, and the name of the record owner thereof. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded.

#### **ARTICLE IX** **ENFORCEMENT**

The limitations and requirements for land use and development set forth in the Covenants shall be enforceable by the Declarant(s), or by the Governing Board.

Section 9.01 Right of Enforcement. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guest, to terminate and restrain any violation of the Covenants.

Section 9.02 Violations. Any lot owner who uses or allows his or her lot to be used or developed in violation of the covenants further agrees to pay all costs incurred by the Board or the Declarant(s) or other lot owners in enforcing these covenants, including reasonable attorney's fees. Any infraction or violation of any section of these covenants shall be subject to a **One Hundred Dollar (\$100.00) fine** and/or an appropriate amount as determined by the Board, payable to the Homeowners Association.

Section 9.03 Costs. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the date of demand for payment at the rate of two percent per month. The Board is authorized to record a notice of lien in the Office of the Clerk of Teton County, Idaho. A copy of the notice of lien as filed in the Office of the County Clerk shall be sent to the owner by certified mail.

#### **ARTICLE X** **DURATION OF COVENANTS**

All of the covenants, conditions and restrictions set forth herein shall run until December 2040 unless amended as herein provided. They shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the owners who own at least eighty percent (80%) of the lots in BUCKSKIN RANCH and such written instrument is recorded with the Clerk of Teton County, Idaho.

#### **ARTICLE XI** **SEVERABILITY**

Any decision by a court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the court and the remainder of these covenants shall remain in full force and effect.

#### **ARTICLE XII**

**ACCEPTANCE OF COVENANTS**

The undersigned Declarant(s) and owners, and every subsequent owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of these covenants, and every lot 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 these Covenants.

**ARTICLE XIII**

**MEMBERS OF BUCKSKIN RANCH DESIGN COMMITTEE,  
HOMEOWNERS' ASSOCIATION GOVERNING BOARD AND IRRIGATION AGENT**

The Declarant(s) Wild Springs Development, LLC, appoint LeGrand Woolstenhulme, and Vern Woolstenhulme, to be the Design Committee, the Governing Board of Directors and the Irrigation Agent of BUCKSKIN RANCH Homeowners' Association,. At some time, that Governing Board of Directors shall appoint three (3) different memberships each to serve on the Governing Board and Design Committee, They will also appoint a new Irrigation Agent. The Irrigation Agent will serve until he or she no longer is willing or until the new Board of Directors appoints a new Irrigation Agent. The new Design Committee and Governing Board appointees' will serve for a two year term thereafter. Subsequent Boards and Design Committee's shall be elected by a majority of the lot owners in the Association. At the Annual meeting of the Association, the Association will nominate and elect new membership for the Board, or Design Committee as required. Vacancies, in either the Board or Design Committee, caused by death, resignation or inability to act, shall be filled by the Board appointing a new membership. That new membership shall serve until the original two year term is completed. The Board and Design Committee will be elected by a majority of the owners of the lots with in the property. This Declaration shall take effect upon recording.

IN WITNESS THEREOF

The undersigned have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

*LeGrand Woolstenhulme*

LeGrand Woolstenhulme, Pinnacle Development Group, LLC - Manager

*Vern Woolstenhulme*

Vern Woolstenhulme, Teton X & C, LLC - Manager

*LeGrand Woolstenhulme*

LeGrand Woolstenhulme Manager, Pinnacle Development Group, LLC for Wild Springs Development, LLC

*Vern Woolstenhulme*

Vern Woolstenhulme Manager, Teton X & C, LLC for Wild Springs Development, LLC

STATE OF IDAHO )

ss

COUNTY OF TETON )

On this 6<sup>th</sup> day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared LEGRAND WOOLSTENHULME & VERN WOOLSTENHULME, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

*Sharon W. Woolstenhulme*  
Notary Public

My commission expires: 10/15/2008

