



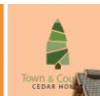
“Local Brokerage, National Results.”

Maps & Documents

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



May 9th, 2015

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COYOTE FLATS**

This is an amended and restated Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property made effective this 29th day of July, 2015 by the landowners of Coyote Flats.

1. PURPOSE AND DECLARATION. The landowners of Coyote Flats, who are the shareholders of Coyote Flats Homeowners Association, being the owners of the property described in exhibit A attached hereto and made a part hereof (which property is hereinafter described as 'Coyote Flats'), does hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

2. DECLARATION. Declarant hereby declares that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereafter as the 'covenants'. The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest or title to the property, and shall inure to the benefit of every homeowner of any part of the property.

3. DEFINITIONS. The following terms and phrases used in these covenants shall be defined as follows:

- a. **'Private Road'** shall mean the roadway within the property that provides access to individual lot lines and is owned collectively among all lot owners.
- b. **'Common Services'** shall mean the roadway maintenance and snow removal services, and the utility line maintenance or repair services for the Private Road 'Last Ditch Lane' and the utility lines located in the rights of way of such roads.
- c. **'The Committee'** shall mean the committee responsible for the administration and enforcement of these covenants and conditions, as created in paragraph 6 thereof.

- d. **'Development'** shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of the lot.
- e. **'Homeowners Association'** shall mean the Coyote Flats Homeowner's Association, its successors and assigns.
- f. **'Member'** shall mean any person who is a member of the Homeowner's Association.
- g. **'Lot'** shall mean any portion of the property as shown on a recorded lot.
- h. **'Owner'** shall mean (a) the person or persons or other legal entity or entities, including Declarants, 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 interest as security for the performance of an obligation.
- i. **'Principle Residence'** shall mean the single-family residential structure, constructed on any lot of the property, which is the principle use of such lot, and to which other authorized structures on the lot are accessory.
- j. **'Property'** shall mean the real property described in exhibit 'A' attached hereto and made a part hereof.
- k. **'Structure'** shall mean anything built or placed on the ground.
- l. **'Building Envelope'** shall mean the portion of a lot, which is a contiguous area as identified on the subdivision plat of the property upon which all buildings and outbuildings are constructed.

4. BUILDING PERMIT REQUIRED. No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities shall be commenced until The Committee has issued a building permit.

- a. Duplicate sets of plans and specifications for any lot improvement or alteration, including tree removal, shall be submitted to the Committee. The plans shall include a plot plan showing the lot and indicating the proposed structures within the building envelope. Sufficient information shall be submitted to demonstrate compliance with all the requirements of these covenants. A fee of \$50.00 shall be paid to the Committee for the processing and review of all authorized structures within the building envelope. Said fee shall be subject to increase by The Committee, and in keeping with expenses anticipated in the market place, to process plans submitted.
- b. The Committee shall review the plans and specifications within 14 days from the submission thereof, and determine if the proposed use or development conforms

to the requirements of these covenants. The Committee may approve plans and specifications subject to any conditions or modifications that The Committee determines to be necessary in order to ensure conformity with the requirements of these covenants. The Committee will consider and approve the siting of the proposed improvements and their impact on other lot owners and will try to balance the impacts to those lots owners with the desires of the applicant. The Committee shall retain one set of plans and specifications.

- c. The Committee may withhold approval because of noncompliance of these covenants; however, in the event The Committee fails to approve or withhold approval of any matter submitted within a period of thirty days from submission, said matter shall be deemed approved.
- d. The Committee shall have the right to enter upon any lot, for the purposes of inspecting improvements under construction, reserving the right to provide notice to cease the further completion of non-conforming improvements (revoke building permit).

5. DEVELOPMENT AND USE RESTRICTIONS

- a. **Uses.** Only single-family residential use shall be permitted on any lot and no more than one house, one guesthouse, and one garage facility shall be constructed.
- b. **Prohibited Uses.** All business, commercial or industrial uses are prohibited with the exception of; any artist, artisan or craftsmen can pursue his or her artistic calling upon the lot or dwelling unit owned by such person, provided that such person also uses such lot for dwelling unit for residential purposes, is self-employed and has no employee working on such lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such lot or dwelling unit.
- c. **Building Envelope.** All buildings shall be constructed within a contiguous area on a lot, as designated on the subdivision plat. No improvements or development shall be permitted on any lot outside of the building envelope except for access driveways, and utility installations unless otherwise approved by The Committee. The Building Envelopes have been placed on the north side of most lots to encourage southerly oriented energy efficient homes. The Committee will also encourage all buildings to be clustered in one area within the Building Envelope, and shall establish specific criteria, therefore; to include but not limited to setbacks, distance between buildings, and the like. The idea behind Building Envelopes and the clustering of buildings is to keep as much open space as possible and not have buildings scattered all over the place.
- d. **Private Road.** Each lot owner shall be responsible for an equal portion of the snow removal and maintenance costs for the Private Road.

- e. **Signs.** No signs of any type shall be displayed to the public view on or from any lot, excepting during the time of construction, identification signs of the type usually employed by contractors, and architects and temporary signs advertising the lot for sale or rent. Maximum sign size shall be six square feet.
- f. **Animals.** No livestock, horses, fowl, or pets shall be kept or maintained on any lot except as provided herein. Pets that are kept and maintained indoors shall be permitted on any lot. A small number of generally recognized outdoor yard pets may be kept on any lot provided that they are controlled at all times so that they do not cause a nuisance to neighboring lot owners, and so that the presence or activity of any such pets does not harass or endanger wildlife. If any animals are caught or identified chasing or otherwise harassing wildlife or people The Committee shall have the authority to have such animals impounded and shall assess a penalty against the owner of such animal or animals of not more than one hundred dollars (\$100.00) per violation plus all the costs of impoundment. The Committee shall have the authority to have said animals destroyed after subsequent offenses. No owner of an animal impounded or destroyed for chasing or harassing wildlife or people shall have the right of action against The Committee or any member thereof, for the impoundment or destruction of any such animal or animals.
- g. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot that is unreasonably bright or may cause unreasonable glare for any adjacent lot owner. No unreasonable loud or annoying noises. No riding of snowmobiles or motorbikes for recreation in any subdivision. Snowmobiles and motorbikes or similar vehicles may be operated in the subdivision solely for ingress and egress. No hunting or shooting of guns shall be allowed within Coyote Flats Subdivision. No noxious or offensive odors shall be emitted beyond the lot lines of any lot.
- h. **Temporary Structures Prohibited.** No house trailer, mobile home, tent, teepee or similar facility or structure shall be kept, placed or maintained upon any lot at any time, except during construction as authorized by The Committee. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefore and approved by the committee. Any such job shack if approved would only be allowed on the lot for a period of six months.
- i. **Maintenance.** Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Vehicles other than automobiles, such as boats, tractors, snowmobiles, campers, snow removal equipment, and garden or maintenance equipment shall be kept at all times, other when in actual use, within an enclosed structure or hidden from the view of adjacent neighbors through the use of landscaping, berms, or screening. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. No burning of trash or refuse of any kind, except during construction where the burning of wood shall be

permitted during damp overcast days only. Service areas, storage pits, compost piles and facilities shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot. All lot owners are responsible for noxious weed control. If the lot owner does not control his or her noxious weeds, The Committee has the right to intervene and control noxious weeds on said lot after a two-week notice has been given.

- j. **Lot Splitting or Subdividing Prohibited.** No lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any lot to more than one person to be held by them as tenants in common, joint tenants by the entirety or as community property. Two or more contiguous properties, if owned by the same record owner, may be combined as one lot for the purposes of applying the covenants and restrictions herein contained, provided that such record owner makes such election in writing and first receives approval from The Committee and a Unity of Title or other office of the County Clerk, in Teton County, Idaho Following the combination of any lots, the resulting larger lot shall have the number of votes which each individual lot had prior to the combination.
- k. **Construction.** Energy efficient homes, oriented in a southerly direction for the solar gain are encouraged. Exterior materials must be natural wood, logs, stone or other similar natural materials. Hardboard, particle board, chip board, plywood or other reconstituted wood fiber construction materials are not permissible on the exterior surface of any structure. . All exterior construction shall be completed within one year from commencement of construction. The principal residential structure must be built first or in conjunction with the guest cabin and/or garage. Accessory structure materials shall be like the principle structures materials.
- l. **Exterior Colors & Finishes.** Exterior finishes shall be earth toned stains, or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted. Exterior colors shall be subdued and in the earth tone range. Color samples on pieces of all exterior materials and roofing materials to be used, shall be submitted to The Committee for approval.
- m. **Floor Area Requirements & Height Limitation.** The principle residential structure shall have a minimum floor area of 1250 square feet, and a maximum floor area of 4000 square feet, or 5000 square feet when it includes an attached garage. A minimum of 1000 square feet of floor area shall be constructed at grade level on two-story dwellings. A basement will not count against the maximum floor area provided the basement is not more than eighteen (18) inches above grade level at any point. Any guest cabin shall have a maximum floor area of 600 square feet. Any detached garage shall have a maximum floor area of 1000 square feet, and any garage shall hold no more than two cars. The maximum height of the principle residential structure shall not exceed 26 feet and the maximum height of detached garages and guest cabin shall not exceed 17 feet. All heights

shall be measured at any cross section of the structure from existing or finished grade, whichever is more restrictive, to the highest point of the structure. Minor projections such as chimneys shall not be included in the maximum heights.

- n. **Roof Pitch.** Roofs shall have a pitch not less than 6:12 in slope. Pitches of 4:12 and 5:12 are acceptable for attached sheds or secondary roof planes only.
- o. **Roof Material.** Various roof materials are acceptable, including wood shakes, wood shingles, heavy weight architectural grade asphalt shingles, ribbed metal, and composite shingles similar to wood shakes. All roofing materials must meet a minimum Class B, fire-resistive classification. All roofing finishes must be flat (not glossy) and non-reflective.
- p. **Wood Stoves.** All wood stoves must conform to the E.P.A.'s 1990 Phase Two Emission Standards. Owners must provide the written manufacturers proof to The Committee during the time of construction. This is an attempt to curb wood smoke pollution.
- q. **Fences.** All fencing shall be buck and pole, peeled log or wood and shall be western in character. No wire fencing will be allowed on any lot, except as a component of a Control Fence. All fencing will be erected on sites only after approval of The Committee. No lot owner will be permitted to fence the entire perimeter of his or her property. Fences shall be classified into the following categories.
 - a. **Privacy fence** is a fence that is architecturally integrated with a building and shall be located no farther than 30 feet from such building and within the building envelope. Privacy fences will be of wood construction, may be up to 7 feet in height, and may be visually opaque. Privacy fences are not intended to surround a structure, and will be limited to enclosing a limited portion of the main building.
 - b. **Control fence** is a fence used for limiting access of residents or animals such as fences along walkways and around gardens and shall be of visually open construction and shall not exceed 4 feet in height. Wire fencing may used in conjunction with wood posts as a means of controlling/confining animals. Barbed wire is not allowed.
 - c. **Propane Fence** is a fence used for screening an above ground propane tank from adjacent neighbors and shall be of visually closed construction and shall not exceed 4 feet in height.
- r. **Satellite Dishes.** Satellite dishes shall be permitted in building envelopes only. They must be constructed of black metal mesh and screened from view from adjoining lots by a privacy fence or suitable shrubbery or suitable planting which

effectively screens dish from view. If cable TV service is installed in Coyote Flats only pre-existing satellite dishes shall be allowed.

- s. **Water System.** Each residential owner shall have its own well, and shall be at the expense of the owner or access to a shared well, with adjoining lot owners, but the working out of easements and sharing of expenses shall be the responsibility of such lot owners. All wells shall comply with all state and county codes and regulations.
- t. **Sewage Disposal.** Each residential building shall be connected to a private sewage disposal system at the owner's sole expense, and such sewage disposal system shall conform to all applicable standards of the State and County codes and regulations. No outdoor toilets will be permitted, except for a chemical toilet for a maximum of six consecutive months during construction.
- u. **Utilities.** Electrical and telephone utility lines have been installed underground in the Private Road right of way. Connections from lots within the property to the underground utility lines shall be completed at the lot owner's expense, and shall be underground.

6. THE COMMITTEE. The Committee shall consist of three member elected by a majority vote of the owners of the lots within the subdivision. All lot owners, through the purchase of their lots, acquire one vote per lot. The committee shall adopt such rules for the conduct of its business as it deems appropriate, including the designation of officers and the procedure for the annual meetings of the lot owners and The Committee. The vote or written consent of any two (2) members shall constitute an act by The Committee.

- a. **Authority and Duties.** The Committee shall be responsible for the enforcement and administration of the requirements of these covenants and shall disapprove building plans, or issue building permits, contract for and supervise common services, enforce the development and land use regulations and take all other actions necessary to administer and enforce these covenants.
- b. **Meetings.** The Committee shall call and conduct the annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants.
- c. **Common Services.** The Committee shall contract for snow removal and periodic maintenance services on the Private Road. The Committee shall prepare an annual budget estimate, and submit statements on or around June 1 to each lot owner based upon its estimate. Lot owners shall pay assessments for common services within thirty days of the billing date. Each lot owner will be responsible for and billed for his or her equal portion of the cost of snow removal and road maintenance for the Private Road. In the event that the estimate of The Committee exceeds the actual common services cost, each lot owner shall be credited in the amount of the excess against the following year's estimate. In the event that the estimate of The Committee is less than the actual cost of common

services, The Committee shall re-estimate the actual costs to finish the year out and send additional assessments to each lot owner. Additional assessments shall be due by lot owners within thirty days of the billing date. The initial assessment for common services will commence from the 1st of the month, following the purchase and sale of the lot to an owner and will be applied to weed control only until the first home is built when all lot owners will be assessed for road maintenance and snowplowing.

- d. **Special Assessment.** On the approval of the majority of the lot owners The Committee shall have the authority to establish special assessments to meet unusual or emergency conditions that have arisen with regard to the access facilities or utilities which service the property. Special Assessments shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty days of the billing date.
- e. **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 Committee may designate from time to time.
- f. **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 charged at a rate of eighteen percent (18%) per annum and costs, 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 delinquency, the interest and costs which have accrued thereon, the legal description and street address of the lot against which it had 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.
- g. **Design Guidelines.** The Committee shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to ensure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by The Committee, in addition to the provisions of this Declaration.
- h. **Limitation of Liability.** Neither The Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such The Committee or member thereof has acted in good faith.

7. VIOLATIONS-ENFORCEMENT-LIENS-COSTS. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by The Committee or any owners of a lot within the property. 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 guests, to terminate and restrain any violation of these covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs uncured by The Committee or other lot owner in enforcing these covenants, including reasonable attorney's fees. The Committee shall have a lien against each lot and the improvements made thereon to secure the payment of any billing for common services, special assessments, or penalty due to The Committee from the owner of such property that has not been paid within the time provided by these covenants, plus interest at the highest allowed by law. The Committee 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, and 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, including filing costs and attorney's fees.

8. AMENDMENT-VARIANCE. These covenants may be amended by the written consent of seventy five percent of the owners. Variances to these covenants may be granted by The Committee for items such as building design, building materials, building heights, etc. All variances shall be approved by the adjacent property owners, as determined by The Committee, and shall include as a minimum two adjoining property owners.

9. DURATION OF COVENANTS. All 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 the amendment as set forth in Paragraph 8 hereof.

10. SEVERABILITY. Any decision by a court of competent jurisdiction invalidating any part of paragraph of these covenants shall be limited to the part of paragraph affected by the decision of the court, and the remaining paragraph and the covenants and restrictions therein shall remain in full force and effect.

Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455

As a property owner in the Coyote Flats homeowner's association, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015. Please sign, notarize and return this document.

William Rietscha

Name

[Handwritten Signature]

Signature

#9 - 5710 Storm View Loop

Lot Number

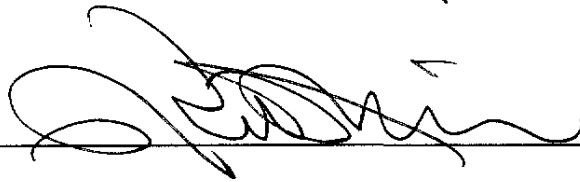
JAELA MCQUILLAN
Notary Public - Michigan
Kent County
My Commission Expires Dec 8, 2016
Acting in the County of Kent

[Handwritten Signature]

**Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455**

As a property owner in the Coyote Flats homeowner's association, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015. Please sign, notarize and return this document.

KURT WIMBERG
Name


Signature

10 # 11
Lot Number



Acknowledgment by Individual

State of Wyoming County of Teton

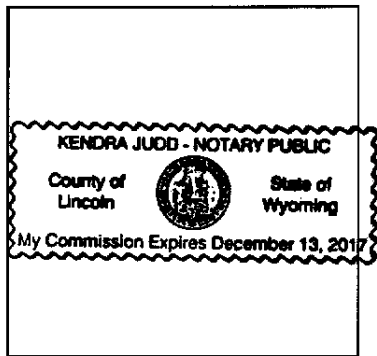
On this 1 day of June, 20 15, before me, Kendra Judd
Name of Notary Public

the undersigned Notary Public, personally appeared
Kurt Wimberg

Name of Signer(s)
 Proved to me on the oath of _____
 Personally known to me
 Proved to me on the basis of satisfactory evidence _____
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Notary Seal

Kendra Judd
(Signature of Notary Public)

My commission expires 12-13-2017

Optional: A thumbprint is only needed if state statutes require a thumbprint.

Right Thumbprint of Signer

Top of thumb here

Description of Attached Document

Type or Title of Document

HDA CC+R approval

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____

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Manual Submission Route to Deposit Operations



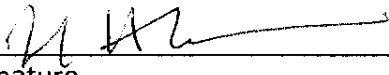
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Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455

As a property owner in the Coyote Flats homeowner's association, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015. Please sign, notarize and return this document.

MATTHEW H MOORE

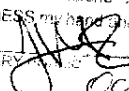
Name



Signature

12 & 13

Lot Number

On the 8th day of July 2015 before me and undersigned, a notary public in and for the State of Idaho, personally appeared MATTHEW H MOORE known or identified to me to be the person whose name is subscribed herein, and acknowledged to me that she executed the same.
WITNESS my hand and official seal.
NOTARY  Oct 28, 2018



Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455

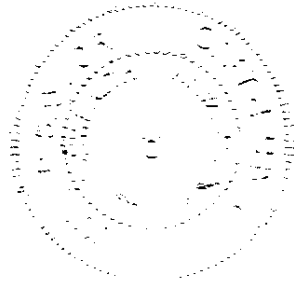
As a property owner in the Coyote Flats homeowner's association, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015. Please sign, notarize and return this document.

Bradly Graffius
Name

[Signature]
Signature

#1

Lot Number



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JUDY R. SAYLOR, Notary Public
Carroll Twp., York County
My Commission Expires November 30, 2018

Judy R Saylor

Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455

As a property owner in the Coyote Flats homeowner's association, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015. Please sign, notarize and return this document.

Toni Boush - Antonia lee Boush
Name

Antonia lee Boush
Signature

5647 Storm view loop - Lot 4
Lot Number

State of Colorado
County of

The foregoing instrument was acknowledged before

me on this 8 day of July, 2015

by Antonia lee Boush

who is personally known to me or has produced

CODL as identification

Stephanie Chachere
Notary's Signature

**Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455**

As the property owner of Lot 3, Coyote Flats Subdivision, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015.

Mary S. Shouf
Mary S. Shouf

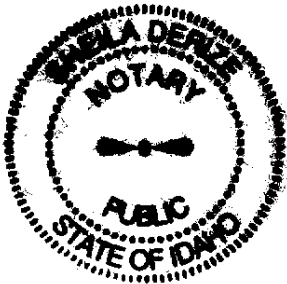
Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of Teton)

On the 14th day of July, 2015, before me, the undersigned Notary Public, personally appeared Mary S. Shouf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



Shela Derize
Notary Public for Idaho

Residing at Teton CO.

Commission Expires: April 18, 2019

Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455

As a property owner in the Coyote Flats homeowner's association, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015. Please sign, notarize and return this document.

Douglas Herrick
Name

Douglas Herrick
Signature

6
Lot Number

STATE OF WYOMING
COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me this 33 day of July, 2015, by Douglas Herrick

Emily K. Williams
Emily K. Williams Notary Public
My Commission Exp. June 29, 2016

EMILY K. WILLIAMS
Wyoming
Notary Public, County of Lincoln
My Commission Expires
June 29, 2016

Coyote Flats Homeowners Association
5680 Storm View Loop
Victor, ID 83455

As a property owner in the Coyote Flats homeowner's association, I hereby approve the amended Coyote Flats CC&Rs dated May 9th, 2015. Please sign, notarize and return this document.

Chris Larson

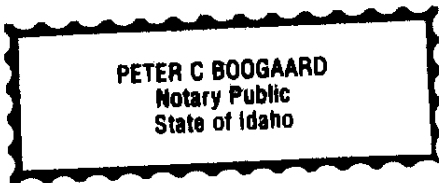
Name

Chris Larson

Signature

8

Lot Number



7/23/2015

Peter C Boogaard
Expires 2/23/2021

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COYOTE FLATS

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property made effective this 4th day of June, 1992. By Kurt Wimberg and Joanne W. Glidden, Partners in Last Ditch Ventures.

1. PURPOSE AND DECLARATION. The landowners of Coyote Flats, who are the shareholders of Coyote Flats Homeowners Association, being the owners of the property described in Exhibit "A" attached hereto and made a part hereof (which property is hereinafter described as "Coyote Flats"), does hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

2. DECLARATION. Declarant hereby declares that the property described in Exhibit "A" attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereafter as the "covenants". The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property, and shall inure to the benefit of every owner of any part of the property.

3. DEFINITIONS. The following terms and phrases used in these covenants shall be defined as follows:

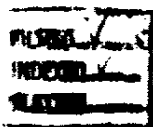
a. "Private Road" shall mean the roadway within the property that provides access to individual lot lines and is owned collectively among all lot owners.

b. "Common Services" shall mean the roadway maintenance and snow removal services, and the utility line maintenance or repair services for the Private Road "Last Ditch Lane" and the utility lines located in the rights of way of such roads.

c. "The Committee" shall mean the committee responsible for the administration and enforcement of these covenants, as created in paragraph 6 hereof.

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FILED

Kurt Wimberg
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June 24, 1992
Chris J. Drake
Alma Rigby



NOTATIONS INDICATING A PREFERENCE FOR
NON-DISCRIMINATION OR DISCRIMINATION BASED ON
RACE, COLOR, RELIGION, SEX, HANDICAP
OR NATIONAL ORIGIN ARE
HEREBY DELETED TO THE EXTENT THAT SUCH

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

e "Lot" shall mean any portion of the property as shown on a recorded plat

f "Owner" shall mean the record owner of a lot, including a contract purchaser, but excluding any one having an interest in a lot as security for the performance of an obligation.

g "Principal Residence" shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory

h. "Property" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

i. "Structure" shall mean anything built or placed on the ground.

j. "Building Envelope" shall mean the portion of a lot, which is a contiguous area as identified on the Subdivision plat of the property upon which all buildings and outbuildings are constructed

4. **BUILDING PERMIT REQUIRED.** No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities shall be commenced until a building permit has been issued by The Committee.

a. Duplicate sets of plans and specifications for any lot improvement or alteration, including tree removal, shall be submitted to The Committee. The plans shall include a plot plan showing the lot and indicating the proposed structures within the building envelope. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants. A fee of \$30.00 shall be paid to The Committee for the processing and review of all authorized structures within the building envelope. Said fee shall be subject to increase by The Committee, and in keeping with expenses anticipated in the market place, to process plans submitted.

b. The Committee shall review the plans and specifications within 14 days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these covenants. The Committee may approve plans and specifications subject to any conditions or modifications which The Committee determines to be necessary in order to ensure conformity with the requirements of these covenants. The Committee shall retain one set of plans and specifications

c The Committee may withhold approval because of noncompliance of these covenants, however, in the event The Committee fails to approve or withhold approval of any matter submitted within a period of thirty days from submission, said matter shall be deemed approved

d The Committee shall have the right to enter upon any lot, for the purpose of inspecting improvements under construction, reserving the right to provide notice to cease the further completion of non-complying improvements (Revoke building permit)

b DEVELOPMENT AND USE RESTRICTIONS

a Uses Only single family residential use shall be permitted on any lot and no more than one house, one guest house, and one garage facilities shall be constructed.

b Prohibited Uses All business, commercial or industrial uses are prohibited with the exception of, Any artist, artisan or craftsman can pursue his or her artistic calling upon the lot or dwelling unit owned by such person, provided that such person also uses such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such lot or dwelling unit.

c Building Envelope. All buildings shall be constructed within a contiguous area on a lot, as designated on the subdivision plat. No improvement or development shall be permitted on any lot outside of the building envelope except for access driveways and utility installations unless otherwise approved by The Committee. The Building Envelopes have been placed on the north side of most lots to encourage southerly oriented energy efficient homes. The Committee will also encourage all buildings to be clustered in one area within the Building Envelope, and shall establish specific criteria, therefore, to include but not limited to setbacks, distance between buildings, and the like. The idea behind building envelopes and the clustering of buildings is to keep as much open space as possible and not have buildings scattered out all over the place.

d Private Road. Each lot owner shall be responsible for an equal portion of the snow removal and maintenance costs for the Private Road.

e Signs. No signs of any type shall be displayed to the public view on or from any lot, excepting during the time of construction, identification signs of the type usually employed by contractors, and architects and temporary signs advertising the lot for sale or rent. Maximum sign size shall be six square feet.

f. **Animals** No livestock, horses, fowl, or pets shall be kept or maintained on any lot except as provided herein. Pets that are kept and maintained indoors shall be permitted on any lot. Not more than two generally recognized outdoor yard pets may be kept on any lot provided that they are controlled at all times so that they do not cause a nuisance to neighboring lot owners, and so that the presence or activity of any such pets does not harass or endanger wildlife. If any animals are caught or identified chasing or otherwise harassing wildlife or people The Committee shall have the authority to have such animals impounded and shall assess a penalty against the Owner of such animal or animals of not more than One Hundred Dollars (\$100.00) per violation plus all costs of impoundment. The Committee shall have the authority to have said animals destroyed after subsequent offenses. No owner of an animal impounded or destroyed for chasing or harassing wildlife or people shall have the right of action against the Committee or any member thereof, for the impoundment or destruction of any such animal or animals.

g. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or cause unreasonable glare for any adjacent lot owner. No unreasonable loud or annoying noises. No riding of snowmobiles or motorbikes for recreation in subdivision. Snowmobiles and motorbikes or similar vehicles may be operated within the subdivision solely for ingress and egress. No hunting or shooting of guns shall be allowed within Coyote Flats Subdivision. No noxious or offensive odors shall be emitted beyond the lot lines of any lot.

h. **Temporary Structures Prohibited.** No house trailer, mobile home, tent, teepee or similar facility or structure shall be kept, placed or maintained upon any lot at any time, except during construction as authorized by The Committee. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefore and approved by The Committee. Any such job shack if approved would only be allowed on lot for a period of six months.

i. **Maintenance** Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Vehicles other than automobiles, such as boats, tractors, snowmobiles, campers, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. No burning of trash or refuse of any kind, except during construction where the burning of wood shall be permitted during damp overcast days only. Service areas, storage piles, compost piles and facilities shall be

appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot. All lot owners are responsible for noxious weed control. If the lot owner does not control his or her noxious weeds, The Committee has the right to intervene and control noxious weeds on said lot after a two week notice has been given.

j. Lot Splitting or Subdividing Prohibited. Once a lot is bought in Coyote Flats Subdivision, no lot shall be further subdivided in any manner. Two or more contiguous properties, if owned by the same record owner, may be combined as one lot for the purposes of applying the covenants and restrictions herein contained, provided that such record owner makes such election in writing and the same is stipulated on the deed of conveyance, security agreement or instrument deemed appropriate by the declarant or The Committee.

k. Construction. Energy efficient homes, oriented in a southerly direction for solar gain, are encouraged. Exterior materials shall consist of natural wood, logs, stone or other similar natural materials, finished in a natural or subdued earth tone range of non-glossy stains. Glossy painted finishes shall not be permitted. No used materials, no pre-cut, prefabricated or modular structures of any kind shall be permitted, unless it cannot be distinguished from conventional construction and only upon specific approval of The Committee. Metal roofs of baked on or otherwise acceptable non-glare type surface are allowed but the color must first be approved by The Committee. All exterior construction shall be completed within one year from the commencement date of construction. The principal residential structure must be built first or in conjunction with the guest cabin and /or garage.

l. Floor Area Requirements, & Height Limitation. The principal residential structure shall have a minimum floor area of 1,000 square feet, and a maximum floor area of 3,500 square feet. A minimum of 800 Square feet of floor area shall be constructed at grade level on two-story dwellings. Any guest cabin shall have a maximum floor area of 600 square feet. The maximum height of the principal residential structure shall not exceed 25 feet and the maximum height of detached garages and guest cabin shall not exceed 17 feet. All heights shall be measured at any cross section of the structure from finished grade to the highest point of the structure. Minor projections such as chimneys shall not be included in the maximum heights.

m. Wood Stoves. All wood stoves must conform to the EPA's 1990 Phase Two Emissions Standards. Owners must provide the written manufacturer's proof to The Committee during the time of installation. This is an attempt to curb wood smoke pollution.

n Fences All fencing shall be buck and pole, peeled log or wood and shall be western in character. No wire fencing will be allowed on any lot and fencing will be erected on sites only after approval of The Committee. No lot owner will be permitted to fence the entire perimeter of his or her property. Fences shall be classified into the following general categories:

(1) Privacy fence is a fence which is architecturally integrated with a building and shall be located no farther than 30 feet from such building and within the building envelope. Privacy fences may be of solid construction and may be up to 7 feet in height.

(2) Control fence is a fence used for limiting access of residents or animals such as fences along walk ways and around gardens and shall be of visually open construction and shall not exceed 4 feet in height.

o Satellite dishes Satellite dishes shall be permitted in building envelopes only. They must be constructed of black metal mesh and screened from view from adjoining lots by a privacy fence or suitable shrubbery or suitable planting which effectively screens dish from view. If cable TV service is installed in Coyote Flats only pre-existing satellite dishes shall be allowed.

p Water System Each residential building shall have its own well, and shall be at the expense of the owner or access to a shared well, with adjoining lot owners, but the working out of easements and sharing of expenses shall be the responsibility of such lot owners. All wells shall comply with all state and county codes and regulations.

q Sewage Disposal Each residential building shall be connected to private sewage disposal system at the owner's sole expense, and such sewage disposal system shall conform to all applicable standards of the State and County codes and regulations. No outdoor toilets shall be permitted, except for a chemical toilet for a maximum of six consecutive months during construction.

r Utilities Electrical and telephone utility lines have been installed underground in the Private Road rights-of-way. Connections from lots within the property to the underground utility lines shall be completed at the lot owners expense, and shall be underground.

6 THE COMMITTEE The Committee shall consist of three members, Kurt Wimberg, Chris Wimberg and Joanne W Glidden for a period of three years or until seventy five percent of all lots are sold which ever is the latter. Thereafter, The Committee shall be elected by a majority vote of the owners of the lots within the subdivision. All lot owners, through the purchase of their lot, acquire one vote per lot. The Committee shall adopt

such rules for the conduct of its business as it deems appropriate, including the designation of officers and the procedure for annual meetings of the lot owners and The Committee. The vote or written consent of any two (2) members shall constitute an act by The Committee

a. **Authority and Duties.** The Committee shall be responsible for the enforcement and administration of the requirements of these covenants and shall disapprove building plans, or issue building permits, contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer and enforce these covenants

b. **Meetings.** The Committee shall call and conduct the annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants.

c. **Common Services.** The Committee shall contract for snow removal and periodic maintenance services on the Private Road. The Committee shall prepare an annual budget estimate, and submit statements to each lot owner based upon its estimate. Billings for common services shall be paid by lot owners within thirty days of the billing date. Each lot owner will be responsible for and billed for his or her equal portion of the cost of snow removal and road maintenance for the Private Road. In the event that the estimate of The Committee exceeds the actual common services costs, each lot owner shall be credited in the amount of the excess against the following year's estimate. In the event that the estimate of The Committee is less than the actual cost of common services, The Committee shall re-estimate the costs to finish the year out and send billings to each lot owner. Additional billings shall be due by lot owners within thirty days of the billing date. The initial assessment for common services will commence from the 1st of the month, following the purchase and sale of the lot to an owner and will be applied to weed control only until the first home is built when all lot owners will be assessed for road maintenance and snowplowing.

d. **Special Assessments.** On the approval of the majority of the lot owners The Committee shall have the authority to establish special assessments to meet unusual or emergency conditions that have arisen with regard to the access facilities or utilities which service the property. Special assessments shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty days of the billing date.

e. **Design Guidelines.** The Committee shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to insure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by The Committee, in addition to the provisions of this Declaration.

6. **Limitation of Liability** Neither The Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such The Committee or member thereof has acted in good faith.

7. **VIOLATIONS-ENFORCEMENT-LIENS-COSTS.** The limitations and requirements for land use and development set forth in these covenants shall be enforceable by The Committee or any owners of a lot within the property. 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 guests, to terminate and restrain any violation of these covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by The Committee or other lot owner in enforcing these covenants, including reasonable attorney's fees. The Committee shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessment, or penalty due to The Committee from the owner of such property which is not paid within the time provided by these covenants, plus interest at the highest rate allowed by law. The committee 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, and 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, including filing costs and attorney's fees.

8. **AMENDMENT-VARIANCE** These covenants may be amended by the written consent of seventy five percent of the lot owners.

9. **DURATION OF COVENANTS.** All of the covenants, conditions and restriction 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 Paragraph B hereof.

10. **SEVERABILITY.** Any decision by a court of competent jurisdiction invalidating any part of paragraph of these covenants shall be limited to the part of paragraph affected by the decision of the court, and the remaining paragraph and the covenants, conditions and restrictions therein shall remain in full force and effect.

11 ACCEPTANCE OF COVENANTS Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this Declaration, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all the provisions of this Declaration. The developer / seller of this subdivision, Last Fitch Ventures, a partnership, is precluded from all assessments of the common services described in this Declaration of Covenants, Conditions and Restrictions for Coyote Flats.

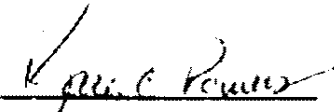
IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first written above

By 
Kurt Wimborg, General Partner

County of Teton
State of Idaho

The foregoing instrument was acknowledged before me
on the date as shown, witness with my hand




Notary

date 12/6/96