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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

Instrument # 156981

Los Pinos Subdivision

DRIGGS, TETON, IDAHO

Teton County, Idaho

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Index to DECLARATION OF COVENANTS

THIS DECLARATION, made on the day hereinafter set forth by the Owners of Los Pinos Subdivision, hereinafter referred to as Declarants, County of Teton, State of Idaho, in accordance with the plats filed for record on September 3, 2003, in Teton County, Idaho as Plat Number 156979, which shall hereinafter be referred to as the "properties."

NOW, THEREFORE, Declarants hereby declare that all of the properties described shall be held, sold and conveyed subject to the following, covenants, conditions, restrictions and easements (CCR's), 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 properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association shall mean and refer to a non-profit Idaho Corporation, or other appropriately organized and registered entity, to be known as the Los Pinos Homeowner's Association, Inc., or any other homeowner's association by any other name that includes the properties, its successors and assigns.

Section 2. Declarants shall mean and refer to Los Pinos, LLC, an Idaho Limited Liability Company, for Los Pinos Subdivision; Salvador Lazalde, Manager, for Los Pinos Subdivision and their successors, heirs and assigns;

Section 3. Parcel or lot shall mean and refer to Parcels or Lots 1 through 7 of Los Pinos Subdivision, with the boundaries described, indicated and shown upon the recorded subdivision plats or Records of Survey of the properties.

Section 4. Owner shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any parcel or lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. Properties shall mean and refer to that certain real property known as Los Pinos Subdivision in accordance with the Plats filed for record on September 3, 2003, in Teton County, Idaho, as Plat Number 156979 and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. Los Pinos Subdivisions (otherwise referred to as LPS) shall mean and refer to the subdivisions or developments known as Los Pinos Subdivision.

ARTICLE II

ASSOCIATION MEMBERSHIP, VOTING RIGHTS & ORGANIZATION

Section 1. ASSOCIATION MEMBERSHIP. Every owner of a parcel or lot 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 parcel or lot which is the subject of assessment.

Section 2. **VOTING RIGHTS.** The Association shall have one class of voting membership. The members shall be all owners with the exception of the Declarants and shall be entitled to one vote for each parcel or lot owned. When more than one person holds an interest in any parcel, all such persons shall be members. The vote for such parcel or lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any parcel or lot.

Section 3. **BOARD OF DIRECTORS.** The Board of Directors shall consist of the then current and elected President, Vice-president, Secretary, Treasurer or Secretary/Treasurer combined as one individual. The Design Committee may consist of the above Directors or may be elected separately as an unique entity, as approved by the Association.

Section 4. **HOMEOWNER'S ASSOCIATION ORGANIZATION.** The Declarants, facilitated by Mark Rockefeller, developer, shall organize at their discretion and no later than upon sale of the fifth parcels or lots owned and first sold by the Declarants.

Section 5. Salvador Lazalde, Manager of Los Pinos, LLC shall act as the water steward for Los Pinos Subdivision until such time he agrees to assign his duties to the Association. All water rights with Leigh Creek Canal Company shall remain in the name of Los Pinos, LLC until same are transferred by Los Pinos, LLC to the Association. The Irrigation Company shall only be required to assess one entity on behalf of Los Pinos Subdivision. A letter agreement for water use exists between Los Pinos, LLC and Leigh Creek Canal Company.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each owner of any parcel or lot within the properties by acceptance of a deed thereof whether or not it shall be so expressed in such deed, is deemed to covenant and to pay when due to the Association:

(a) Monthly assessments or charges, which shall be billed monthly, quarterly or annually, or as decided by the Association. Billing and collection of assessments shall be performed by the Secretary/Treasurer of the Association. Upon the mutual agreement of the Declarants and / or the Association and Mark Rockefeller d.b.a. Rockefeller & Associates, Inc., the co-developer or consultant who represents the Declarants; Rockefeller may act as Secretary/Treasurer for the purpose of collecting assessments due and paying therefrom any costs accrued for the maintenance of the common improvements of Los Pinos Subdivision. Common improvements shall include but not be limited to, as deemed appropriate by the Association, the interior access drive and not private driveways, utility lines, common irrigation ditches and canals, fire containment ponds and hydrant, marsh areas and related landscaping, subdivision entrance improvements and landscaping.

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The secretary of the association shall be authorized to file a lien against the property for any unpaid assessments. 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.

Section 2. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents with the properties and for the improvement and maintenance of the properties, to include but not be limited to road maintenance, snow removal, utility line maintenance, water lines and fire hydrant and fire

containment water source maintenance, weed control, subdivision perimeter fencing, (if any) maintenance, if any, Association secretary or clerks wages or compensation, mailing costs, filing fees, professional fees and other expenses incurred by or related to and authorized by the Association.

Section 3. **MAXIMUM MONTHLY ASSESSMENT.** The maximum monthly assessment shall not exceed Thirty-five Dollars (\$35.00) per month per residential parcel or lot for Los Pinos Subdivision. All parcels or lots sold by the Declarants, or by others, shall be subject to assessment. The foregoing notwithstanding, commencing January 1, 2005, the Board of Directors of the Association shall have the right to increase from time to time the maximum monthly assessment upon written notice to the members to keep up with inflation proportionate to increases in a Consumer Price Index or similar index selected by the Board of Directors.

Section 4. **DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS AND DUE DATES:** The monthly assessments provided for herein shall commence as to all parcels or lots subject to assessment on the first day of the month following any conveyance of each parcel or lot. The Board of Directors shall fix the amount of the monthly assessment against each parcel or lot at least thirty (30) days in advance of each monthly, quarterly or annual billing period and written notice of the monthly assessment shall be sent to every owner subject thereto. The due dates and the frequency of billing shall be established by the Board of Directors or elected Officers. The Association shall, upon demand furnish a receipt signed by the Clerk, Secretary or Treasurer of the Association setting forth whether the assessments on a specified parcel or lot have been paid to a closing agent or lender.

Section 5. **ASSESSMENT RATE:** Assessment rates shall be established as a result of analysis of cost estimates or actual costs pertaining to maintenance of all common components of the subdivision. Rates shall be established by the Board of Directors. Each parcel or lot of Los Pinos Subdivision share a common roadway system, utility placement and fire containment water system. For the maintenance of these improvements or systems, it is necessary to accumulate funds from assessments for the purpose of paying costs related to these shared systems to also include relative costs for irrigation assessments and maintenance, water courses, subdivision entry improvements and landscaping, common mail boxes, berms, vegetation, weed control, dead vegetation removal and restoration, fire containment pond, hydrant and landscaping.

Section 6. **EFFECT OF NONPAYMENT OF ASSESSMENT:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest provided by Idaho law. The Association may file a lien of record, bring an action a law against the owner personally obligated to pay the same, or foreclose the lien against the applicable parcel or lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-payment, non-use, or abandonment of his parcel or lot.

Section 7. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinated to the lien of Declarants first mortgage or purchase contract. Sale or transfer of any parcel or lot shall not operate to discharge the assessment lien, unless said lien is paid, satisfied or discharged by the lien holder, upon said sale or transfer of the parcel or lot. It is the intent that all liens shall be paid in full by the closing agent of any sale of any parcel or lot and the Secretary/Treasurer shall provide said closing agent with a statement of assessments due, plus accrued interest, so as to facilitate payment and collection. It is recommended that the Association provide each acting title company with current information as to assessment rates and a contact person for assessment communication purposes, so as to avoid sales of parcels or lots that may otherwise have delinquent or unpaid assessments that may not show a lien of record.

## ARTICLE IV

### ARCHITECTURAL CONTROL

Section 1. DESIGN COMMITTEE; ORGANIZATION; POWER OF APPOINTMENT AND REMOVAL OF MEMBERS. There shall be a design committee organized as follows:

(a) The Design Committee (DC) shall consist of three (3) members. For ease in management and continuity of Design Committee action, the Association's elected board or President, Vice President and Secretary or Treasurer may also be appointed as the Design Committee members. At the election of the Association membership, a separate committee may be elected as the Design Committee. In the formative years or prior to the organization of the Association, at least two Design Committee members shall be Declarants (or members of Declarants) and one shall be Mark S. Rockefeller the developing agent, (or such other person designated by Declarants). Rockefeller (or such other person designated by Declarants) shall be compensated at an agreed upon rate, for time contributed as a Design Committee member.

(b) Each of said persons shall hold his office until such time as he has resigned or until his successor has been appointed by the Association or Declarants.

Section 2. DESIGN COMMITTEE: DUTIES. It shall be the duty of the Design Committee to consider and act upon such proposed plans submitted to it from time to time, by member or members of the Association, and to adopt and administer Design Committee rules pursuant to Section 4 of this Article.

Section 3. DESIGN COMMITTEE: MEETINGS; ACTION; COMPENSATION; EXPENSES. The Design Committee (DC) shall keep and maintain a record of all action from time to time taken by the Design Committee at such meetings or otherwise. The vote or written consent of two members shall constitute an act by the Design Committee. During the formative years and prior to the organization of the Association, the Declarants shall have the right to pay reasonable compensation to the appointed Design Committee members, in return for their actions. After Association organization, said Association shall vote upon and approve any compensation issues related to the design committee actions.

Section 4. DESIGN COMMITTEE RULES. The Design Committee, with the vote of or written approval of no less than 75% of lot owners may, from time to time, adopt, amend and repeal rules and regulations, to be known as Design Committee Rules. A copy of the Design Committee Rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Design Committee, shall be available for each parcel or lot owner requesting the same from any member of the Design Committee, and shall have the same force and effect as if they were a part of the CCR's. The design committee may record the same if deemed necessary.

Section 5. PLAN SUBMITTAL. Two copies of any proposed plans and related data shall be furnished by the parcel or lot owner to the Design Committee, prior to disturbing the natural condition or setting of any parcel or lot. One copy shall be retained by the Design Committee for its records. Any approval given by the Design Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction. Any improvement installation shall be performed in accordance with local and state laws and regulations.

Section 6. NONWAIVER. The approval by the Design Committee of any plans, drawings or specifications for any construction or improvement proposed, or in connection with any other matter requiring the approval of the Design Committee 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 by any owner for any parcel or lot at any time.

Section 7. LIABILITY. Neither the Design Committee nor any member thereof shall be

liable to the Association, to the Declarants, to any owner of any parcel or lot or to any other Design Committee Member for any loss, cost, expense, damage, or prejudice suffered or claimed by any individual or entity on account of (a) the approval, or lack thereof, of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any parcel or lot within the properties; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Design Committee, 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 Design Committee. The cost of such consultation is to be borne by the owner/applicant.

## ARTICLE V

### DESIGN STANDARDS

#### Section 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 parcel or lot classified as a residential dwelling.

#### Section 2. DESIGN CHARACTER and DESIGN GUIDELINES

The design characteristics of all residential structures shall be required to have interesting architectural features, which shall be subject to the approval of the design committee. There shall be no square or rectangular shaped residence structures, though garages, be they attached or detached, may have no less than 4 corners. Residential structures shall have both inside and outside corners and there shall be no less than six outside corners and two inside corners, exclusive of attached garages. See Design Guidelines, a separate document, attached hereto and made a part hereof.

- (a) All improvements shall be of new construction, subject to the prior approval of the Design Committee, which approval of construction may be withheld completely.
- (b) Exterior materials shall be of natural wood, peeled log, stone or other similar natural material. Uniform turned log components are not acceptable, unless approved by the Design Committee. Roof materials shall be cedar shake or wood shingle, ceramic tile, cement tile, or heavy weight asphalt shingle of architectural grade and minimum 30 year warranty. Other roof materials shall be considered by the Design Committee, upon written request.
- (c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy or satin finish 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.
- (d) Exterior colors shall be subdued and in the earth tone range. Earth tones shall be defined as colors specifically approved by the Design Committee and shall include but not be limited to hues of brown, beige, tan, black, gray, or green and only approved upon submittal of actual colored surfaces to be installed upon the subject improvements. 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 structures shall provide for the installation of drainage control components that prevent roof run-off from splashing back onto the structures exterior walls, resulting in discoloration of siding or masonry around the perimeter lower wall sections of the structure. Said components may be in the form of installed gutters and down spouts or may utilize suitable water deflecting or absorbing materials at ground level, so as to prevent discoloration of siding.

Section 3. BUILDING DESIGN.

- (a) Not more than one single family residence shall be constructed on any lot. A detached guest suite or house or other accessory building shall be permitted. It is the intent that all structures be clustered, so as to not be spread out over the parcel or lot, excepting a barn used for storage of hay and containment of livestock, as related to livestock maintenance and further discussed below.
- (b) The minimum floor area of any residence shall be not less than 1,600 square feet, exclusive of a garage, carport or unenclosed porches or decks. If the residence is at the 1,600 square foot minimum and a second story is desired then the ratio of the ground floor to the second story will be two to one (2:1), respectively.
- (c) The maximum building height of any residential structure shall not exceed thirty (30) feet, from original existing and natural grade unless prior written approval is received from the Design Committee. Variances shall be considered, subject to the Design Committee approval. All heights shall be measured from the original and natural grade level, at any cross section of the structure from original natural grade to the highest point of the structure immediately above. For the purposes of this section, the elevation of original existing and natural grade is that which exists prior to any modification of the original and natural earth elevation, located upon a given lot. The finished grade shall not be more than two feet above the existing, natural grade which existed prior to site modification, unless variance therefore, is approved. Minor projections shall be subject to prior written approval by the Design Committee and shall include chimneys or other prior approved structures not enclosing habitable space, unless they are deemed to be objectionable by the Design Committee.
- (d) Roofs shall have a minimum pitch of six feet in twelve feet. All primary roofs shall have a minimum overhang of twenty (24) inches. Solar collectors shall not be considered as roofs.
- (e) All exposed foundations of concrete or masonry construction shall be suitably faced with rock, brick or other suitable veneers approved by the Design Committee, unless otherwise approved by the Design Committee.
- (f) Solar collectors or wind generators shall not be placed on any structure in a manner which causes glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence or garage and shall not be free-standing. Solar collectors and wind generators or other similar installations shall be permitted only upon written approval of the Design Committee.
- (g) Building setbacks shall be not less than 30 feet front and side lot lines and 40 feet from the rear lot line.

Section 4. SITE DESIGN.

- (a) Finishing grade on all buildings shall assure drainage of surface water from buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten (10) feet a minimum fall of six (6) inches in ten (10) feet shall be provided at the perimeter of all buildings which have non-impervious surfaces and one (1) inch in ten (10) feet for impervious surfaces. The entire site shall have positive drainage to rights-of-way or existing and natural drainage and shall utilize natural draws to facilitate drainage as required.
- (b) Automobile storage shall provide for a minimum of one outdoor and two indoor parking spaces, in a garage, for each dwelling unit. Carports shall not be considered indoor parking. Parking spaces, whether interior or exterior, shall have minimum dimensions not less than twelve (12) feet wide by twenty four (24) feet long and shall be readily accessible by a driveway. All parking spaces and driveways shall be graveled, asphalted or made of concrete. Gravel surfaces shall include both base gravel or pit run of a minimum of six (6) inches and finish gravel sized at one (1) inch minus or less and shall have a minimum depth of three (3) inches, installed such that all course base gravel is covered by finish gravel and crowned to insure proper drainage.

(c) Perimeter fences are not allowed due to a need for openness of the terrain so as to encourage the continued use of the properties by wildlife natural to the vicinity. Cross fences shall only be allowed in the event that a maximum of two horses are maintained on the rear most 1.0 acre of each lot. See Attachment for livestock envelopes required and allowed, specific to each lot. In the event that a maximum of two head of horses or cattle are maintained only within the attachment designated livestock envelope, a separate barn suitable to store all hay, feed and related livestock material, shall be subject to Design Committee Review and built upon the designated 1.0 acre livestock envelope. Privacy fences shall be allowed. A privacy fence is a fence which is architecturally integrated with a building and is located within thirty (30) feet of building structures. Fencing on the perimeter of the subdivision is allowed, so long as they are of a design common to all parcels or lots, to be established by the Design Committee.

(d) Utilities shall be installed underground. No antenna shall be installed on any structure or lot so that it is visible from any other parcel or lot. Satcllite dishes shall be not to exceed 3 feet in diameter, shall be installed on the side of the residence and shall not be installed on the roof or roof facia. Exterior lighting fixtures shall be subdued and shall not exceed one hundred (100) watts and the bulb shall be shrouded, so as to project light only down and not horizontally or upward.

(e) Landscaping Requirements shall include: (A) An irrigated, sodded lawn area surrounding 60% of perimeter of the residence and extend a minimum of twenty feet (20') out from the house perimeter; (B) A minimum of five eight (8') foot tall evergreen trees situated in at least two groups; (C) Two three (3") caliper or base trunk diameter canopy trees; and (D) Three six to eight (6'-8') tall multi-stem trees or large shrubs. Drip irrigation systems are required to be installed at time of planting of trees and shrubs, to sustain said required landscaping, above, unless sodded lawn areas are provided for with automatically controlled timer type sprinkle irrigation systems which regularly irrigate all landscape vegetation. A Landscape plan is required to be submitted to the Design Committee, with all plans for residential construction. Said plan shall list the landscape components proposed by the owner. In view of LPS's desire to allow for individual expression, deviation from these requirements will be considered by the DC with properly presented plans submitted by the applicant.

## ARTICLE VI

### LAND USES AND RESTRICTIVE COVENANTS

Section 1. GENERAL RESTRICTIONS. The following general restrictions shall apply to all residential parcels or lots within LPS.

(a) No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, parcel or lot, and no excavation or other work which in any way alters any parcel or lot from its natural or improved state existing on the date such parcel or lot was first conveyed in fee by any Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, parcel or lot until the plans, specifications and exterior material samples and color specifications therefore have been approved in writing and a building permit has been issued by the Design Committee. Plans for buildings or the refinishing or improvement of the same, shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes.



Section 2. RESIDENTIAL AREA; USES; RESTRICTIONS;

(a) Each residential parcel or lot shall be used exclusively for single family residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence and no parcel or lot shall be further divided or parcel split; provided, however, that nothing in this subparagraph shall be deemed to prevent:

(1) Any artist, or artisan who is an owner or from pursuing his artistic calling upon the parcel or dwelling unit owned by such artisan if such artist, artisan also uses such parcel or dwelling unit for residential purposes, is self-employed and has no employees working on such parcel or in such dwelling unit, and does not advertise any product or work of art for sale to the public upon such parcel or dwelling unit. However no equipment or supplies can be stored outside of any structure. No vehicles such as construction vehicles and any vehicles with materials on them can remain on the property overnight, unless during the construction period and used therefor.

(2) The leasing of any primary residence, from time to time, by the owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association. Any lease shall contain a clause that the lessee shall be bound by the Covenants, Conditions and Restrictions. Guest houses shall not be leased, as same would result in excess of one single family residence per parcel or lot.

(b) Each residential parcel or lot, 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.

(c) All wood stove installations shall comply with all Underwriters Laboratory (UL) criteria, to specifically include spark arrestor installation. Proximity of fireplaces, wood stoves and related chimney and flue installations to combustible materials, including roofing, and wooded environs shall be addressed and/or restricted by the Design Committee.

(d) Non-maintenance, lack of weed control, accumulation of garbage, refuse, debris or unsightly materials or possessions, may cause the Association to act on clean-up of the same and parcel or lot owners shall not stop the Association from acting in the best interest of the Association. No non-working motor vehicle shall not be stored upon any parcel for more than thirty days. The cost of any removal or clean up shall be at the sole expense of the owner. Failure to pay said cost shall result in the assessment of interest and/or the levy of a lien against the parcel or lot owned by the owner.

(e) No noxious or offensive activity shall be carried on upon any parcel or lot, nor shall any activity be carried out upon the properties which is prescribed by the present or future law, nor shall anything be done or placed thereon which may be or become a nuisance, or cause a nuisance, disturbance or annoyance to the other owners in the enjoyment of their parcels. In determining whether there has been a violation of this subparagraph or subparagraphs (b), (c) and /or lots above, recognition must be given to the premise that owners, by virtue of their interest and participation in the subdivision, are entitled to the reasonable enjoyment of the natural benefits and surroundings. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the parcels or lots and improvements thereon shall be placed or used upon any parcel or lot.

(f) Pets shall be housed and fed indoors and in a manner so as to not become a wildlife attractor or to be harassing to neighbors, wildlife or neighboring pets. Dog kennels shall be allowed, subject to review and approval by the DC, though dogs are not allowed to bark in the night or to become a nuisance. Dogs or pets that become a nuisance shall be subject to penalties established and assessed by the Board of Directors. No dog runs shall be allowed. See additional provisions, below. No livestock shall be maintained upon any parcel or lot, including but not limited to horses, cattle and other livestock, unless specifically approved by the Design Committee and contained within the designated livestock envelope. In no event shall livestock be allowed to graze openly upon any LPS lot. Without livestock facilities

approved by the DC, horses may only be kept on a parcel or lot for a maximum of two days in anticipation of immediate use.

(g) No signs whatsoever, including but not limited to, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any parcel or lot, except:

(1) Such signs as may be required by legal proceedings;

(2) Residential identification signs of a combined total face area of two (2) square feet or less for each residence;

(3) During the time of construction of any residence or other improvement, job identification signs having a maximum face of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;

(4) Not more than one For Sale or For Rent sign having a maximum face area of six (6) square feet per side.

(h) No house trailer, mobile home, tent, teepee, yurt or similar facility or temporary structure shall be kept, placed or maintained upon any 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 (12) consecutive months; or tents or teepees erected upon lots for recreational use, so long as said tents or teepees are not left standing for more than seven consecutive calendar days. No person shall reside in or live in such temporary construction shelters or facilities.

(i) No trailer of any kind, truck camper or boat shall be kept, placed or maintained upon any parcel in such manner that such trailer, truck camper or boat is visible from neighboring property. Suitable buildings, landscaping or screening shall be required to prevent visibility from other parcels or lots.

(j) All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste materials is prohibited, unless for composting purposes. All compost piles shall be screened from neighboring or other parcel or lot views and odors therefrom shall not be objectionable to any other parcel or lot owners, or said odorous condition shall be remedied at the cost of the parcel or lot owner. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector.

(k) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within the area of the privacy fence described above and shall not be visible from other parcels or lots within the properties.

(l) There shall be no exterior fires whatsoever except barbecue fires, contained within receptacles therefore, outdoor camp fires and such fires as may from time to time be permitted by the Association rules. Given proximity to wooded and grass lands and prevailing winds, fire spreading danger is significant, especially during dry seasons. Abatement of air pollution is of particular importance and the Association shall have the right to address and abate same, as is deemed necessary. The burning of trash, organic matter, or miscellaneous debris shall be prohibited, whether in the open or in trash burning receptacles, unless consent is granted by the appropriate Teton County, Idaho, officials. It shall be required that parcel or lot owners contact neighboring parcels or lots, when controlled or trash burning is to be done.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. **PARCEL CONSOLIDATION, DIVISION.** Two or more contiguous parcels or lots within the properties may be combined, provided notice of intention to consolidate such parcels or lots is filed with the Design Committee. Such consolidated parcels or lots may thereafter be treated as one building site, and such site shall be subjected to these restrictions the same as a single parcel or lot except for the purpose of levying and collecting assessments. The building envelope for the combined parcels or lots may be relocated where approved by the Design Committee. There shall be no further division of parcels or lots within LPS.

Section 2. **MINERAL ACTIVITIES PROHIBITED.** No mining or other mineral extraction development activities shall be permitted on any parcel or lot, including the extraction of gravel, top soil, sub-soils or the like, unless same is part of the process of building roads or other improvements, performed only by the Subdivision developer, but specifically disallowed by parcel owners or their contractors or agents.

Section 3. **MAINTENANCE.** The Association shall, at the requirement of the District Fire Marshall, pay the cost to operate and maintain in good and sufficient operating condition at all times, the fire containment water system for LPS. 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 parcel or lot. The Association shall be required to maintain all common subdivision perimeter fences and interior irrigation ditches in a manner customary and in conjunction with consenting neighboring property owners who lie outside of LPS. Irrigation water may only be diverted from the east boundary ditch or diversion ditch feeding the fire containment pond, upon approval by the Board of Directors and 75% of the lot owners. In no event shall diverted irrigation water be uncontrolled and otherwise allowed to infringe upon lot owners without consent of the impacted lot owner.

Section 4. **NOXIOUS WEED CONTROL.** Noxious weed control upon any parcel shall be the responsibility of the parcel or lot owner, but should same not control noxious weeds upon the owned parcel or lot, on an annual basis, the Association (or Declarants prior to formation of the Association) shall have the right to contract for such control services, the cost of such services to be borne by the parcel or lot owner. Failure to pay any such costs shall result in the levy of a lien against the parcel or lot owned by the owner. The party or company so contracted shall have the right to enter upon any such parcel to treat noxious weeds without any liability for trespass. It shall be the responsibility of the parcel or lot owner to supervise weed control upon his parcel or lot and to instruct the applicator to avoid areas of landscaping which may be damaged by the applicators chemicals. Common access road weed control, within the road and utility right-of-way shall be contracted by the Association and either assessed to the individual parcels or lots, prorata, or to be paid by the Association, out of monthly assessments collected and accrued for general maintenance.

Section 5. **WATER SYSTEMS, WELLS AND SEWAGE DISPOSAL.** Each residential building shall be connected to an individual private water system or well system and individual private sewage disposal system at the owner's sole expense, and such water systems and sewage disposal systems shall conform to all applicable standards of the State of Idaho, Teton County and any other regulatory agency having jurisdiction over same. The Declarants encourage shared well use, for household use and shall cooperate with same, unless substantial irrigation is required and so long as all required engineering is provided for by the users.

**SEPTIC SYSTEM SANITARY RESTRICTIONS IN FORCE.** Not unlike many subdivisions in Teton County, Idaho, septic system permits must be obtained and submitted prior to the issue of and as part of the building permit process. District Seven Health Department will release sanitary restrictions on a lot-by-lot basis upon application to the department. No owner shall construct any building, dwelling or structure which necessitates the supplying of water or sewer facilities for persons

using such premises until sanitary requirements are satisfied and an appropriate certificate has been recorded with the county recorders office.

Section 6. COMMON ACCESS ROAD AND COMMON DRIVES ENCOURAGED. The common interior access roads on the properties shall be private roads at all times, and each parcel or lot owner shall be responsible for an equal portion of the snow removal and maintenance costs for said Roads. Common driveways are encouraged, as they reduce alteration of natural grades.

Section 7. SNOWMOBILES AND MOTORCYCLES PROHIBITED No snowmobile, motorcycle, or other similar motor device or wheeled vehicle shall be operated on any parcel or lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential structures, to the access highway. Nothing here is to be construed to prevent the Declarants or those entrusted by the Association with supervision, care and maintenance of the properties to have reasonable access to all of the lands with those motorized and wheeled vehicles necessary for the proper performance of their job.

Section 8. WILDLIFE PROTECTION. It is recognized by the Declarants and the purchasers or owners of any parcels or lots within the properties, that many wildlife species live on or migrate through the properties during various times of year. Notwithstanding the above references on pets and for this reason, dogs or related species or crossbreeds shall not be allowed to run loose and shall be contained or be on a leash at all times. Furthermore, dogs and related species shall not be allowed to bark excessively, being not for a period longer than 30 minutes, especially during evening hours. The Declarants or the Association shall have the right to fine the owners of disruptive pets a sum starting at \$100.00 per violation and said fines shall increase by a multiplier of two (2) for each subsequent violation. The Declarants or the Association shall have the right to catch and remove loose dogs within the properties.

Section 9. VIOLATIONS-ENFORCEMENT-LIENS-COSTS. The limitations and requirements for land use and development set forth in these Covenants, Conditions and Restrictions shall be enforceable by the Declarants, the Association, the Design Committee, or by any owner of a parcel or lot within the properties. In addition, the Board of County Commissioners of Teton County, Idaho, shall have the authority to enforce those portions of these Covenants, Conditions and Restrictions deemed applicable to County or State law or ordinances.

Every owner of a parcel or lot within the properties 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, Conditions and Restrictions. Any parcel or lot owner who uses or allows his or her parcel or lot to be used or developed in violation of these Covenants, Conditions and Restrictions further agrees to pay all costs incurred by the Declarants, the Association, the Design Committee or other parcel or lot owner in enforcing these Covenants, Conditions and Restrictions, including reasonable attorney's fees. The Association shall have a lien against each parcel or lot and the improvements thereon to secure the payment of any billing for common services, special assessment, or penalty due to the Association from the owner of such property which is not paid within the time provided by these Covenants, Conditions and Restrictions plus interest from the date of demand for payment at the maximum rate of interest permitted by Idaho law. 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 may be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosure 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.

Section 10. AMENDMENT-VARIANCE. These Covenants, Conditions and Restrictions may be amended only by written consent of 75% of all parcel and lot owners within the properties.

Section 11. SEVERABILITY. Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants, Conditions and Restrictions shall be limited to the part or 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.

Section 12. ACCEPTANCE OF COVENANTS. Every owner or purchaser of a parcel or lot within the properties shall be bound by and subject to all of the provisions of these Covenants, Conditions and Restriction, and every parcel or 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, Conditions and Restrictions.

Section 13. RIGHT TO FARM ACT The Right to Farm Act - Idaho Code Chapter 45, Sections 22-4501 through 22-4504, is hereby made a part of this document.

ARTICLE VIII

ENFORCEMENT, DURATION AND VIOLATION

Section 1. ENFORCEMENT. The Declarants, the Association, the Design Committee or any owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants, Conditions, and Restrictions. Failure by any of them to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. DURATION OF COVENANTS. All of the covenants, conditions and restrictions set forth in these Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times against the said properties and the owners of any parcels or lots therein, subject to the right of amendment or modification provided for in Article VIII, Section II, for a term of twenty (20) years from the date of filing of same with the Teton County Clerk, Idaho, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 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, the Association or their successors in interest and/or by any parcel or lot owner; and all remedies specified herein shall be deemed cumulative and not exclusive.

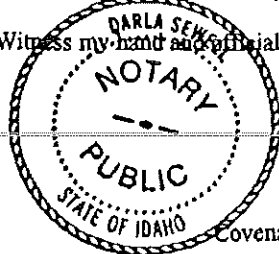
Los Pinos, LLC, Declarant

By: Salvador Lazalde [Signature]  
Salvador Lazalde, Manager, Los Pinos, LLC Rockefeller & Associates, Inc.  
By Mark S. Rockefeller, its President and Developer

State of Idaho  
County of Teton

On the 25<sup>th</sup> day of August, 2003  
A.D. 2003 personally appeared before me Salvador Lazalde, Manager of Los Pinos, LLC, as Declarant and Mark S, Rockefeller, Developer & Consultant, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.



[Signature]  
Notary Public  
Residing at Driggs, ID. Commission Expires: 2/23/07

**RECEIVED**

**161892**

JUN 28 2004

TETON CO., ID  
CLERK RECORDER

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
Los Pinos Subdivision  
Teton County, Idaho**

This is to amend that certain Declaration of Covenants, Conditions and Restrictions for Los Pinos Subdivision, recorded September 3, 2003 as instrument number 156981, Teton County, Idaho, related to the Los Pinos Subdivision plat of record, instrument number 156979, Teton County, Idaho.

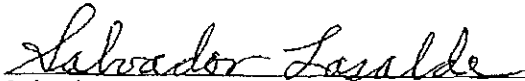
Article I, Definitions, Section 3, shall be amended to read as follows: **Parcel or lot** shall mean and refer to Parcels or Lots 1 through 13 of Los Pinos Subdivision, with the boundaries, indicated and shown upon the recorded subdivision plats or Records of Survey of the properties.


Article VI, Land Uses and Restrictive Covenants, Section 2, (f) shall be amended to read as follows: (f) Pets shall be housed and fed indoors and in a manner so as to not become a wildlife attractor or to be harassing to neighbors, wildlife or neighboring pets. Dog kennels shall be allowed, subject to review and approval by the DC, though dogs are not allowed to bark in the night or to become a nuisance. Dogs or pets that become a nuisance shall be subject to penalties established and assessed by the Board of Directors. No dog runs shall be allowed. See additional provisions, below. No livestock shall be maintained upon any parcel or lot, including but not limited to horses, cattle and other livestock, unless specifically approved by the Design Committee and contained within the designated livestock envelope, per ATTACHMENT #1, Designated Horse Pasture and Containment Area. It shall be understood, by reference therein, that llama shall be allowed to be used in the place of horse. In no event shall livestock be allowed to graze openly upon any LPS lot. Without livestock facilities approved by the DC, horses may only be kept on a parcel or lot for a maximum of two days in anticipation of immediate use.

See ATTACHMENT #1, made a part hereof.

Los Pinos, LLC, Declarant

By:

  
Salvador Lazalde, Manager, Los Pinos, LLC

**Instrument # 161892**  
DRIGGS, TETON, IDAHO  
2004-06-28 03:23:06 No. of Pages: 3  
Recorded for : LOS PINOS  
NOLAN G. BOYLE Fee: 9.00  
Ex-Officio Recorder Deputy   
Index to: DECLARATION OF COVENANTS

**161892**

*[Handwritten Signature]*

Rockefeller & Associates, Inc.  
By Mark S. Rockefeller, its President and Consultant for Los Pinos, LLC.

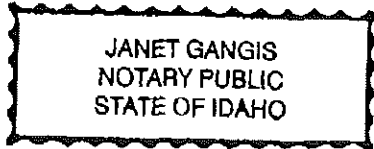
State of Idaho        )  
County of Teton     )

On the <sup>24<sup>th</sup> / 04</sup> ~~26<sup>th</sup>~~ day of June, 2004

A.D. 2003 personally appeared before me Salvador Lazalde, Manager of Los Pinos, LLC, as Declarant and Mark S, Rockefeller, Developer & Consultant, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal. *Janet Gangis*

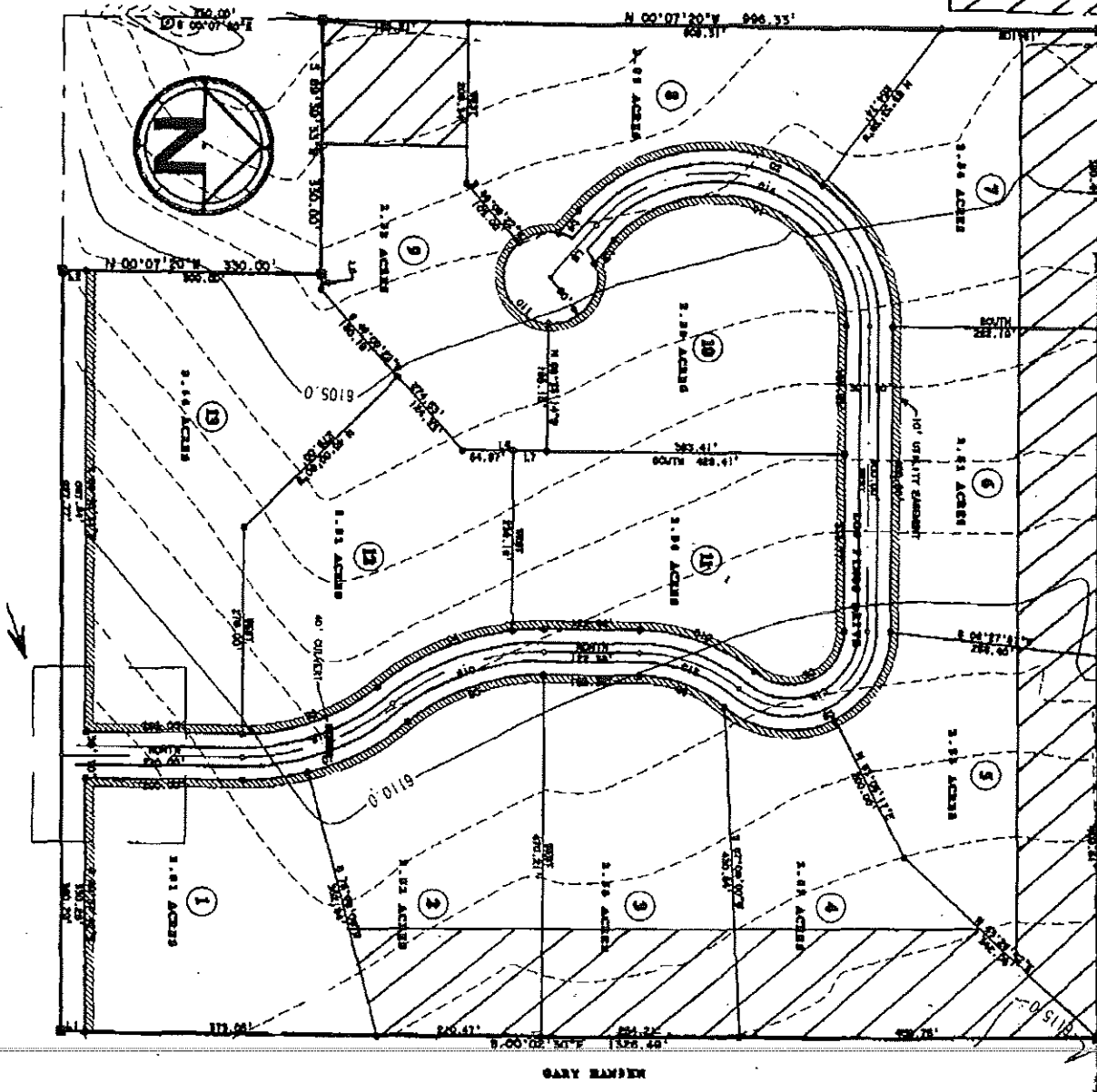
Notary Public Residing at Driggs, ID.  
Commission Expires: 4/30/10



**ATTACHMENT #1**  
**DESIGNATED HORSE PASTURE AND CONTAINMENT AREA**  
 Los Pinos Subdivision  
 Teton County, Idaho

This Attachment is made a part of the Declaration of Covenants, Conditions and Restrictions for Los Pinos Subdivision, for the purpose of depicting the only areas within lots wherein no more than two horses or two Llamas may be contained, pastured, fed, or in any manner maintained, per lot. Horses, Llamas or any related equipment, feed, storage, or tack shall not be allowed upon any other portion of any lot within Los Pinos Subdivision, other than in the cross-hatch area depicted below and only upon the eastern most 140 feet of lots 2, 3, 4; the northern most 100 feet of lots 5, 6, 7; and the western most 160 feet of lot 9, per said cross-hatch area provided for on the below plat map excerpt. No horses or Llamas shall be allowed upon lots 1, 8, 10, 11, 12, and 13. All horse and Llama feed shall be stored within a structure approved by the Design Committee (DC) and no feed shall be stacked, stored, or covered upon any lot, unless within a structure approved by the DC which is located within the below designated area. The Declarant or any lot owner shall have the right to enforce or otherwise bring an action for the purpose of causing any violation of this provision to cease and the violator of this provision shall be required to pay all costs incurred by the complaining party, resulting from the enforcement of this provision.

SOLE DESIGNATED HORSE OR LLAMA AREA DEPICTED BY FOLLOWING CROSS-HATCH:



**LOS PINOS SUBDIVISION**

161892