



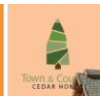
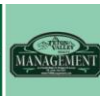
**“Local Brokerage, National Results.”**

## Maps & Documents

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57 S Main St. # 210 Victor, ID 83455



179509

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**RECEIVED**

**Instrument # 179509**

DRIGGS, TETON, IDAHO

2006-08-16 01:49:43 No. of Pages: 8

Recorded for : MUSTANG MEADOWS HOMEOWNERS

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

**OF:**

**Mustang Meadows**

AUG 16 2006

TETON CO., ID  
CLERK/RECORDS

**KNOW ALL MEN BY THESE PRESENTS:**

This Declaration of Covenants, Conditions and Restrictions is made and executed in Teton County, Idaho this 8/16/06 by Mustang Meadows Homeowners Association, hereinafter called "Association". This declaration replaces the original CC&Rs dated April 3, 2002.

**PURPOSE**

THE DECLARATION is executed to establish and maintain the highest possible quality, value, desirability and attractiveness; and to provide seclusion and a pleasant environment to any person acquiring title to part of such property.

**DECLARATION**

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

**ARTICLE I**

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

1. ASSESSMENTS shall mean assessments of the Homeowners' Association and includes both regular and special assessments.
2. BOARD shall consist of President, Treasurer and Secretary. It shall be responsible for the administration and enforcement of these covenants and conditions.
3. MUSTANG MEADOWS, CONDITIONS, COVENANTS AND RESTRICTIONS shall mean this Declaration as it may be amended from time to time.
4. DESIGN COMMITTEE shall mean the Committee created pursuant to Article III hereof.
5. LOT shall mean each lot as designated as such on the recorded plat, whether or not improved.
6. HOMEOWNERS' ASSOCIATION shall mean the MUSTANG MEADOWS Homeowners' Association, its successors and assigns.
7. MEMBER shall mean any person who is a member of the Homeowners' Association.

179509

8. OWNER shall mean (a) the person or persons or other legal entity or entities, holding an aggregate fee simple interest in a lot or, as the case may be, (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

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

## ARTICLE II GENERAL RESTRICTIONS

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

Section 2.01 No Further Subdividing. 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. Also, two contiguous lots, if owned by the same record owner, may be combined as one lot, for the purposes of applying these covenants and restrictions. Provided that the record owner makes such election in writing and first receives approval from the Home Owners Association and Unity of Title or other office of the County Clerk, in Teton county, which each individual lot had prior to the combination.

Section 2.02 Signs and Lighting. No signs of any character shall be placed or maintained on any lot except:

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

All outdoor lighting must be dark sky lighting, low wattage, shaded or directed downward.

Section 2.03 Animals. No animals of any kind shall be kept or bred or maintained for any commercial purpose. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. Lots 1 and 2 only may be considered for two horses or mules. Lots 3 and 4 may keep 4 horses or mules. Lot 5 may keep 3 horses or mules. No more than three (3) dogs shall be kept on any lot. Any issues regarding nuisance animals will be reported to the Board. If any dog or dogs are caught or identified as being a nuisance the Board shall have the authority to have such animal or animals impounded at any available location, and/or shall assess a penalty against the owner of such animal or animals of not more than \$100.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the board or any member thereof, for the impoundment or destruction of any such animal or animals. Domestic animals shall be controlled at all times and shall not be allowed to run at large. Owners, tenants, or guests shall clean up and properly dispose of their animals' waste on the road.

Section 2.04 Motorized and Recreation Vehicles. Snow machines, motorcycles, four wheelers, (ATV's) and similar type vehicles must be operated in a non-disruptive manner within the owners lot area or receive consent from other land owners previous to recreating on their property. All boats, travel trailers, recreational vehicles, motor homes, campers or similar vehicles shall not be allowed to fall into disrepair and must be kept in operating condition. All such listed vehicles shall be parked behind the front line of the house, in an orderly manner and as inconspicuously as possible.

Section 2.05 Offensive Activity. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within MUSTANG MEADOWS. Trash garbage or other waste shall be kept in sanitary containers, and are expected to remain on the road for no more than 24 hours for trash pick up. All incinerators or other equipment for the storage or disposal of such equipment shall be kept clean and sanitary and not become offensive or a nuisance. No noise or other nuisance shall be permitted to exist or operate upon such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 2.06 Repair of Buildings. No improvement shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

Section 2.07 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

Section 2.08 Temporary Structures. Only temporary structures which are approved by the Board may be installed on a lot during construction of a permanent residence. Construction trailers, travel trailers, recreational vehicles, motor homes, camper, or similar trailers and vehicles are considered temporary structures. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

Section 2.09 Weeds. It shall be each lot owner's responsibility, including the Homeowners' Association, to eradicate noxious weeds on land in MUSTANG MEADOWS to comply with any applicable Idaho State or County ordinance, law, rule, or regulation pertaining to the removal and control of noxious weeds. Noxious weed shall mean those plants which are injurious to public health, crops, livestock, land or other property.

Section 2.10 Buildings and Improvements. No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guests, plus a garage, barn and other improvements incident to a single family residence. **All proposed buildings and improvements shall be submitted to the Design Committees for recommendation to the Association.** Provided however, notwithstanding anything contained herein to the contrary, after the primary residence is fully constructed one additional guest house, which shall be a minimum of 950 sq. ft. on the main floor, may be constructed (hereinafter "guest house"). No apartments, condominiums or other multiple dwelling structure may be built.

Section 2.11 Water System. Each structure designed for occupancy or used by human beings, shall be connected to a private water system at the owners expense. Such water systems shall conform to the standards applicable for the area, including, without be limited to, the Idaho State Public Health Department.

Section 2.12 Waste Disposal. Each structure designed for occupancy or used by human beings, shall be connected to an individual waste disposal system at the owners expense. Such waste disposal system shall conform to the standards applicable for the area, including without being limited to the Idaho Public Health Department. No outdoor toilets shall be permitted, except during construction. It must be of a storage type and be serviced on an as needed basis.

### ARTICLE III DESIGN COMMITTEE

Section 3.01 Design Committee. The Design Committee shall consist of 2 members. The Design Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association.

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

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

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

#### **ARTICLE IV DESIGN STANDARDS**

No building or other improvements shall be constructed on Lots 1-5 in MUSTANG MEADOWS, nor shall any alterations therein be made until the plans and such other information as the Design Committee may require, shall have been submitted to and approved in writing by the Association. The Design Committee shall consider the suitability of the improvements, the materials, the colors and the nature of the adjacent improvements. The objectives of the Design Committee are to ascertain that any proposed improvements will enhance the aesthetic and monetary values of the area and to make appropriate recommendations to the Association. If the plans are disapproved by the Association, said structures and improvements may not be constructed or placed upon said lot. The decision of the Association is final and binding upon all parties concerned.

##### Section 4.01 Structures

A. Structures are encouraged which relate to the terrain and physical features of the property. All residences shall be a minimum of 1500 square feet of livable area on the single, main ground level floor or a minimum of 1800 square feet in a combination of main ground level floor and upper floor. Sundecks, carports, patios, and other unenclosed or unroofed areas are not to be included in the computation of building area. All Primary residences shall have a two car garage in addition to the minimum of 1500 sq. ft. or 1800 sq. ft. combination primary residence. The prime concern of the Design Committee will be that the exterior design, exterior finish, and location harmonize with and compliment the natural environment. All structures shall be placed within 250 feet of the front lot line adjacent to Mustang Trail.

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

C. Exterior finishes shall be brownish 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.

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

E. All spoils from excavating must be replanted with in six months.

Section 4.02 Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated.

Section 4.03 New Construction. All improvements shall be of new construction and no pre-built or pre-fabricated homes will be permitted. However, there are new technology advances in the building industry which can be considered by the Design Committee and **must** be approved by the Association before using. All improvements shall be fully completed within two years of the date of the building permit.

Section 4.04 Fencing. Fences shall be treated as improvements and are subject to the prior written approval of the Association. They will be maintained and kept in good repair at the owners' expense. No white vinyl or chain-linked fences will be allowed. Since Mustang Meadows lies within a Herd District, fence maintenance is the responsibility of the individual Lot owner.

Section 4.05 Roadways. Mustang Trail is a privately owned road. An easement to Mustang Meadows provides access to the lot owners in Mustang Meadows. Costs will be apportioned to each lot owner according to the covenants of Mustang Meadows. If future developments use Mustang Trail, they shall equally share in the maintenance costs and be subject to Article VIII and Article IX of the Mustang Meadows CC&Rs.

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

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

Section 5.01 Shares of water stock. The Declarants shall transfer all shares of Trail Creek Irrigation Company Inc. shares of stock that pertain to Mustang Meadows, to the Mustang Meadows Homeowners Association. Those stock certificates shall remain as one and will not be split up into individual shares for lot owners.

Section 5.01 Irrigation Agent. The Association shall designate one lot owner as the Irrigation Agent to work with Trail Creek Irrigation Company Inc. concerning water usage. That person shall have the authority to regulate water usage to the lot owners and deal with other matters relating to irrigation water. He will report directly to the Board and be under their jurisdiction.

Section 5.02 Sprinklers/nozzles. Each lot may have water usage according to Trail Creek Sprinkler Irrigation Company Inc. policy which will be administered by the Irrigation agent.

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

Section 6.01 Right to Farm. Anyone purchasing a lot in Mustang Meadows acknowledges that they are purchasing property in a rural area. Common agricultural practices will be occurring around Mustang Meadows, during the day and night, such as tillage, harvesting, spraying and livestock operations. Idaho State has enacted Right to Farm Law which states that commonly accepted farming practices are normal and cannot be deemed a nuisance.

#### **ARTICLE VII MUSTANG MEADOWS HOMEOWNERS' ASSOCIATION**

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

Section 7.02 Membership. Each lot will have one membership per lot.

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

Section 7.04 Governing Board of Directors. The Board shall consist of 3 members who are owners of a lot. Said Board shall have full power and authority to manage the business and affairs of the Association, as may be more fully set forth in any charter or articles of incorporation or association and bylaws of the Association, and to enforce the provisions of these Covenants.

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

## **ARTICLE VIII FUNDS AND ASSESSMENTS**

Section 8.01 Mustang Meadows Maintenance Fund. The Board shall establish a fund (the "Mustang Meadows Maintenance Fund") into which shall be deposited all moneys paid to the association and from which disbursements shall be made in performing the functions of the Association under these Mustang Meadows Covenants Conditions and Restrictions.

Section 8.02 Yearly Estimates of Assessments. At least thirty (30) days prior to the beginning of each fiscal year, which shall begin September 1st of each year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacements reserves, less any expected income and any surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each lot, in Mustang Meadows, in an equal amount. If said estimated sum proves inadequate for any reason, including non-payment of any owner's assessment, the Association may, at any time, levy a further assessment which shall be assessed equally upon the owner of each lot.

Section 8.03 Payment of Assessments. All assessments shall be due and payable to the Association, by the assessed owners (including Grantor as long as he/she is an owner in any of the MUSTANG MEADOWS lots) during the fiscal year in equal quarterly installments, by the due date stipulated in the assessment, or in such other manner as the Board may designate at its sole and absolute discretion. Changing of monthly dues requires approval by a majority (3) of lot owners. Failure of approval will require a balancing of the budget.

Section 8.04 Late Charges. If any assessment, whether regular or special, assessed to any owner is not paid within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of five percent (5%) of the amount of the assessment or such other amount as the Board may designate from time to time.

Section 8.05 Unpaid Assessments as liens. The amount of any delinquent assessment, whether regular or special, assessed to any owner and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of eighteen percent (18%) per annum and cost, shall become a lien upon such lot upon recordation of a notice of assessment in the records of the Clerk of Teton County, Idaho stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the lot against which it has been assessed, and the name of the record owner thereof. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded.

8.06 Fire Pond Easement (1.1 acres) A fire pond is located on the private property of lot #5. It is subject to fire use only. Mustang Meadows Homeowners Association will pay the annually assessed property tax to Teton County, Idaho for the 1.1 acres. The Teton County Tax Assessor has separated and identified the

easement (1.1 acres) from the remainder of acreage in lot #5. The Teton County Tax Assessor has qualified the 1.1 acres for a reduced tax rate. Mustang Meadows Homeowners Association will also pay the annual assessment for irrigation of the 1.1 acres to Trail Creek Sprinkler System for the fire pond easement.

### **ARTICLE IX ENFORCEMENT**

The limitations and requirements for land use and development set forth in the Covenants shall be enforceable by the Board or by any owner of a lot within the property.

Section 9.01 Right of Enforcement. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guest, to terminate and restrain any violation of the Covenants. Rules will be developed and amended as needed to address violations.

Section 9.02 Violations. Any lot owner who uses or allows his or her lot to be used or developed in violation of the covenants/rules further agrees to pay all costs incurred by the Board or other lot owners in enforcing these covenants/rules, including reasonable attorney's fees. Any infraction or violation of any section of these covenants shall be subject to a One Hundred Dollar (\$100.00) fine and/or an appropriate amount as determined by the Board after the Board investigates the violation and the violator has been given an opportunity to address the violation to the Board. Such response opportunities will be given written time limits. All such fines will be payable to the Homeowners Association.

Section 9.03 Costs. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the owner of such lot which is not paid within the time provided by these covenants, plus interest from the date of demand for payment at the rate of two percent per month. The Board is authorized to record a notice of lien in the Office of the Clerk of Teton County, Idaho. A copy of the notice of lien as filed in the Office of the County Clerk shall be sent to the owner by certified mail.

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

All of the covenants, conditions and restrictions set forth herein shall run until December 31, 2020 unless amended as herein provided. They shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the owners who own at least eight percent (80%) of the lots in MUSTANG MEADOWS and such written instrument is recorded with the Clerk of Teton County, Idaho. Additionally, any changes of covenants will require at least 80% of lot owners (4). Such amended covenants shall be recorded with the Clerk to Teton County, Idaho.

### **ARTICLE XI SEVERABILITY**

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



**ARTICLE XII  
ACCEPTANCE OF COVENANTS**

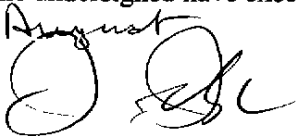
The owners, and every subsequent owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of these covenants, and every lot owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

**ARTICLE XIII  
MEMBERS OF MUSTANG MEADOWS DESIGN COMMITTEE ,  
HOMEOWNERS' ASSOCIATION GOVERNING BOARD AND IRRIGATION AGENT**

The elected officers (President, Treasurer and Secretary), Design Committee and Board appointees' will serve for a term of one year and will be allowed to be re-nominated and elected for the same, or other positions on the Board for the following year. The officers and Design Committee shall be elected by a majority of the Mustang Meadows lot owners (3). At the Annual meeting of the Association, the lot owners will nominate and elect new members for the Board and Design Committee. Vacancies in either the Board or Design Committee caused by death, resignation or inability to act, shall be filled by the Board appointing a new member. That new member shall serve until the original one year term is completed. The Board and Design Committee will be elected by a majority of the Mustang Meadows lot owners.. The Board will appoint the Irrigation Agent. This person will serve until he or she no longer is willing or until the Board appoints a new Irrigation Agent. This Declaration shall take effect upon recording

IN WITNESS THEREOF

The undersigned have executed this instrument this  
day of August, 2006. 16<sup>th</sup>

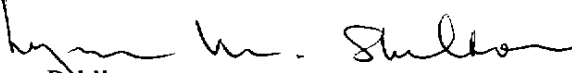


John Jaksha, President MMHOA

STATE OF IDAHO )  
 ) SS  
COUNTY OF TETON )

On this 16<sup>th</sup> day of August, 2006  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
John Jaksha and Dale Strong, known to me to be the persons whose names are subscribed to the  
within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal

  
Notary Public

LYNN M. SKILTON  
NOTARY PUBLIC  
STATE OF IDAHO

My commission expires: 2-16-2012

RECEIVED

SEP 19 2002

TETON CO., ID  
CLERK RECORDER

150276

Instrument # 150276

DRIGGS, TETON, IDAHO

2002-09-19

02:23:31 No. of Pages: 9

Recorded for : A W ENGINEERING

NOLAN G. BOYLE

Fee: 27.00

Ex-Officio Recorder Deputy *Nolan G. Boyle*

Index to: DECLARATION OF COVENANTS

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

**MUSTANG MEADOWS**

**KNOW ALL MEN BY THESE PRESENTS:**

This Declaration of Covenants, Conditions and Restrictions is made and executed in Teton County, Idaho this 3<sup>rd</sup> day of April, 2002 by Vern and Bonnie Woolstenhulme, hereinafter called "Declarant(s)".

**PURPOSE**

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

**DECLARATION**

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

**ARTICLE I  
DEFINITIONS**

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

1. ASSESSMENTS shall mean assessments of the Homeowners' Association and includes both regular and special assessments.
2. BOARD shall mean the Board of Directors of the Homeowners' Association. It shall be responsible for the administration and enforcement of these covenants and conditions.
3. MUSTANG MEADOWS, CONDITIONS, COVENANTS AND RESTRICTIONS shall mean this Declaration as it may be amended from time to time.
4. DESIGN COMMITTEE shall mean the Committee created pursuant to Article III hereof.
5. LOT shall mean each lot as designated as such on the recorded plat, whether or not improved.

6. HOMEOWNERS' ASSOCIATION shall mean the MUSTANG MEADOWS Homeowners' Association, its successors and assigns.

7. MEMBER shall mean any person who is a member of the Homeowners' Association.

8. OWNER shall mean (a) the person or persons or other legal entity or entities, including Declarant's, holding an aggregate fee simple interest in a lot or, as the case may be, (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

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

## **ARTICLE II GENERAL RESTRICTIONS**

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

Section 2.01. No Further Subdividing. 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. Also, two contiguous lots, if owned by the same record owner, may be combined as one lot, for the purposes of applying these covenants and restrictions. Provided that the record owner makes such election in writing and first receives approval from the Design Committee and 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.

Section 2.02 Signs and Lighting. No signs of any character shall be placed or maintained on any lot except:

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

All outdoor lighting must be dark sky lighting, shaded or directed downward.

Section 2.03 Animals. No animals of any kind shall be kept or bred or maintained for any commercial purpose. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. Lots 1 and 2 only may be considered for two horses or mules. Lots 3 and 4 may keep 4 horse or mules. Lot 5 may keep three horses or mules pending approval from the design committee. In the event permission for said animals is granted, they shall be kept in a corral in such a way as to keep the area green and growing. No more than two dogs shall be kept on any lot. If any dog or dogs are caught or identified as being a nuisance the Board shall have the authority to have such animal or animals impounded at any available location, and/or shall assess a penalty against the owner of such animal or animals of not more than \$200.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing

or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals. Domestic animals shall be controlled at all times and shall not be allowed to run at large. In the event the Declarant's develop amenities such as walking paths, picnic areas, etc. in the Pond Area as designated on the plat of Mustang Meadows, all dogs in said area shall be leashed or under the control of the owner.

Section 2.04 Motorized and Recreation Vehicles. Snowmachines, motorcycles, four wheelers, (ATV's) and or similar type vehicles must be operated in a non-disruptive manner within the owners lot area or receive consent from other land owners previous to recreating on their property. No boat, travel trailer, recreational vehicle, motor home, camper or similar vehicle shall be allowed or stored on any Lot unless it is appropriately garaged or screened. Nor shall they be used as a residence.

Section 2.05 Offensive Activity. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Mustang Meadows. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material, shall be kept clean and sanitary and not become offensive or a nuisance. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 2.06 Repair of Buildings. No improvement shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

Section 2.07 Exemption of Declarant's. Nothing herein shall limit the right of the Declarant's to complete excavation, grading and construction of improvements to any property owned by Declarant's, or to use a structure in as a model home or leasing or sales office. The rights of the Declarant's hereunder and elsewhere in these restrictions may be assigned by Declarant.

Section 2.08 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

Section 2.09 Temporary Structures. Only temporary structures which are approved by the Board may be installed on a lot during construction of a permanent residence. Construction trailers, travel trailers, recreational vehicles, motor homes, campers, or similar trailers and vehicles are considered temporary structures. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

Section 2.10 Weeds. It shall be each lot owner's responsibility including the Homeowners' Association, to eradicate noxious weeds on land in Mustang Meadows to comply with any applicable ordinance, law, rule, or regulation pertaining to the removal and control of noxious weeds. Noxious weeds shall mean those plants which are injurious to public health, crops, livestock, land or other property.

Section 2.11 Buildings and Improvements. No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guests, plus a garage and other improvements incident to a single family residence. All proposed buildings and improvements shall be submitted to the Design Committees for approval. Provided, however,

notwithstanding anything contained herein to the contrary, **after the primary residence is fully constructed one additional guest house, which shall be a minimum of 950 sq. ft on the main floor, may be constructed (hereinafter "guest house")**. No apartments, condominiums or other multiple dwelling structure may be built.

Section 2.12 Water System. Each structure designed for occupancy or use by human being, shall be connected to a private water supply system at the owners expense. Such water system shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department.

Section 2.13 Waste Disposal. Each structure designed for occupancy or used by human beings, shall be connected to private, individual waste disposal system at the owners expense. Such waste disposal system shall conform to the standards applicable for the area, including without being limited to the Idaho Public Health Department. No outdoor toilets shall be permitted, except during construction. It must be of a storage type and be serviced on an as needed basis.

### **ARTICLE III DESIGN COMMITTEE**

Section 3.01 Design Committee. The Design Committee shall consist of three members - the Declarant's and one other appointed member until such time as three of the lots in Mustang Meadows are sold. At that time the Design Committee shall consist of two lot owners and a Declarant or their designed as a permanent member of said committee. The Design Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association.

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

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

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

### **ARTICLE IV DESIGN STANDARDS**

No building or other improvements shall be constructed on Lots 1-5, nor shall any alterations therein be made until the plans and such other information as the Design Committee may require, shall have been submitted to and approved **in writing** by the Design Committee. The Design Committee shall consider the suitability of the improvements, the materials, the colors, and the nature of the adjacent improvements. The objective of the Design Committee is to ascertain that any proposed improvements will enhance the aesthetic and monetary values of the area. If the plans are disapproved, said structures and improvements may not be constructed or placed upon said lot. The decision of the Committee is final and binding upon

all parties concerned.

Section 4.01 Structures A. Structures are encouraged which relate to the terrain and physical features of the property. All residences shall be a minimum of 1500 square feet in area on the single, main ground level floor or a minimum of 1800 square feet in a combination of main ground level floor and upper floor. Sundecks, carports, patios, and other unenclosed or unroofed areas are not to be included in the computation of building area. All primary residences shall have a garage in addition to the minimum 1500 sq. ft. or 1800 sq. ft. primary residence.. The prime concern of the board will be that exterior design, exterior finish, and location harmonize with and compliment the natural environment. All structures shall be placed within 250 feet of the front lot line adjacent to Mustang Trail.

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

C. Exterior finishes shall be brownish earth toned stains, or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed 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. Color samples on pieces of all exterior materials and roofing materials to be used, shall be submitted to the design committee for approval.

E. All spoils from excavating must be replanted within six months.

Section 4.02 Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated.

Section 4.03 New Construction. All improvements shall be of new construction and no pre-built or pre-fabricated homes will be permitted. However, there are new technology advances in the building industry which can be considered by the Design Committee and **Must** be approved by them before using. All improvements shall be fully completed within two years of the date of the building permit.

Section 4.04 Fencing. Fences shall be treated as improvements and are subject to the prior written approval of the Design Committee. They will be maintained and kept in good repair at the owners expense. No white vinyl will be allowed. Since Mustang Meadows lies within a Herd District, fence maintenance is the responsibility of the individual Lot owner.

Section 4.05 Roadway. Mustang Trail is a privately owned road. An easement to Mustang Meadows provides access to the lot owners in Mustang Meadows. Maintenance of said road is the sole responsibility of the Mustang Meadows lot owners. Costs will be apportioned to each lot owner according to the covenants of Mustang Meadows. If future developments use Mustang Trail, they shall equally share in the maintenance costs and be subject to Article VIII and Article IX of the Mustang Meadows CC&R's.

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

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

Section 5.01 Irrigation agent. The Homeowner's Association shall designate one lot owner as agent to deal with Trail Creek Irrigation Company Inc. concerning water usage. That person shall have the authority to regulate water usage to the homeowners and deal with other matters relating to irrigation water.

Section 5.02 Sprinklers/nozzles. Each lot may have water usage according to Trail Creek Sprinkler Irrigation Company Inc. policy which will be administered by the Irrigation agent.

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

Section 6.01 Right to Farm. Anyone purchasing a lot in Mustang Meadows acknowledges that they are purchasing property in a rural area. Common agricultural practices will be occurring during the day and night such as tillage, harvesting, spraying and livestock operations. Idaho State has enacted a Right to Farm Law which states that commonly accepted farming practices are normal and cannot be deemed a nuisance.

**ARTICLE VII**  
**MUSTANG MEADOWS HOMEOWNERS' ASSOCIATION**

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

Section 7.02 Membership. Each lot will have one voting membership per lot.

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

Section 7.04 Board of Directors. The Board of Directors shall consist of the Declarant's until 3 lots in MUSTANG MEADOWS are sold. The Board shall consist of 3 members who are owners of a lot. Said Board shall have full power and authority to manage the business and affairs of the Association, as may be more fully set forth in any charter or articles of incorporation or association and bylaws of the Association, and to enforce the provisions of these Covenants.

Section 7.05 Meetings. The members of the Association and the Board of Directors of the Association shall hold a minimum of annual meetings, as set forth in the bylaws of the Association.

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

Section 8.01 Mustang Meadows Maintenance Fund. The Board shall establish a fund (the "Mustang Meadows Maintenance Fund") into which shall be deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under these Mustang Meadows Covenants Conditions and Restrictions.

Section 8.02 Yearly Estimates of Assessments. At least thirty (30) days prior to the beginning of each fiscal year, which shall begin September 1<sup>st</sup> of each year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacements reserves, less any expected income and any surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each lot, in Mustang Meadows in an equal amount. If said estimated sum proves inadequate for any reason, including non-payment of any owner's assessment, the Association may, at any time, levy a further assessment which shall be assessed equally upon the owner of each lot.

Section 8.03 Payment of Assessments. All assessments shall be due and payable to the Association by the assessed owners (including Grantor as long as he/she is an owner in any of the Mustang Meadows lots) during the fiscal year in equal quarterly installments, by the due date stipulated in the assessment, or in such other manner as the Board may designate at its sole and absolute discretion.

Section 8.04 Late Charges. If any assessment, whether regular or special, assessed to any owner is not paid within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of five percent (5%) of the amount of the assessment or such other amount as the Board may designate from time to time.

Section 8.05 Unpaid Assessments as Liens. The amount of any delinquent assessment, whether regular or special, assessed to any owner and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of eighteen percent (18%) per annum and 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 claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the lot against which it has been assessed, and the name of the record owner thereof. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded.

**ARTICLE IX**  
**ENFORCEMENT**

The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant's, by the Board or by any owner of a lot within the property.

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

Section 9.02. Violations Any lot owner who uses or allows his or her lot to be used or developed in violation of the covenants further agrees to pay all costs incurred by the Board or the Declarant's or other



lot owner in enforcing these covenants, including reasonable attorney's fees.

Section 9.03. Costs The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the owner of such lot which is not paid within the time provided by these covenants, plus interest from the date of demand for payment at the rate of two percent per month.. The Board is authorized to record a notice of lien in the Office of the Clerk of Teton County, Idaho. A copy of the notice of lien as filed in the Office of the County Clerk shall be sent to the owner by certified mail.

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

All of the covenants, conditions and restrictions set forth herein shall run until December 31, 2020, unless amended as herein provide. They shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by owners who own at least eighty percent (80%) of the lots in Mustang Meadows and such written instrument is recorded with the Clerk of Teton County, Idaho.

**ARTICLE XI**  
**SEVERABILITY**

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

**ARTICLE XII**  
**ACCEPTANCE OF COVENANTS**

The undersigned Declarant's and owners, and every subsequent owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of these covenants, and every lot owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

**ARTICLE XIII**  
**MEMBERS OF MUSTANG MEADOWS DESIGN COMMITTEE AND HOMEOWNERS'**  
**ASSOCIATION GOVERNING BOARD**

The Design Committee and the Governing Board of the Mustang Meadows Homeowners' Association shall consist of 3 members. Vern Woolstenhulme, Bonnie Woolstenhulme and Blake Woolstenhulme shall be the initial members of these two boards until sixty percent of the lots are sold. Upon sale of sixty percent of the lots the owners shall hold a meeting to elect members to serve on these two boards. (See Article IV - Section 4.01) Vacancies in either board caused by death, resignation or inability to act shall be filled by remaining owners. All board members shall be owners of lots within the Mustang Meadows Subdivision.. The term of a member shall be 2 years and each board will consist of 3 members. The boards will be elected by a majority vote of the owners of the lots within the property. This Declaration shall take effect upon recording.

