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210854 APR 23 10 PM 1:58

Instrument # 210854

TETON COUNTY, IDAHO

4-23-2010 01:58:00 No. of Pages: 19

Recorded for : FRAZEE & GORGACZ LAW

MARY LOU HANSEN

Ex-Officio Recorder Deputy Fee: 57.00

Index to: DECLARATION OF COVENANTS

M. Webster

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SHOOTING STAR RANCH SUBDIVISION

AMENDED AS OF FEBRUARY 13, 2010

This Amendment and Restatement (the "Amendment and Restatement") to the Declaration of Covenants, Conditions, and Restrictions (collectively referred to as the "Covenants") is made as of the 13th day of February 2010.

WHEREAS: John C. Grabow and Laura M. Grabow (the "Declarants") are the developers of certain real property located in Teton County, Idaho, that property having been subdivided and developed in accordance with the laws of Teton County, Idaho and known as Shooting Star Ranch;

WHEREAS: The Declarants entered into the Covenants regulating and controlling the use of Shooting Star Ranch on April 13, 1993, and the Covenants were duly recorded in the land records of the County Clerk for Teton County, Idaho on April 26, 1993;

WHEREAS: The Declarants executed an Amended and Restated Declaration on March 28, 1995, which were duly recorded in the land records of the County Clerk for Teton County, Idaho on March 28, 1995 as Instrument #119551;

WHEREAS: The Shooting Star Ranch Homeowners Association, Inc., as represented by the Board, executed an Amended and Restated Declaration on January 12, 2005, which were duly recorded in the land records of the County Clerk for Teton County, Idaho on January 19, 2005 as Instrument #165841;

WHEREAS: The Shooting Star Ranch Homeowners Association, Inc., as represented by the Board, executed a Corrected Amended and Restated Declaration on July 13, 2006, which were duly recorded in the land records of the County Clerk for Teton County, Idaho on July 6, 2009 as Instrument #205624;

WHEREAS: The requisite approval for amendment having been obtained on February 13, 2010 and in accordance with Paragraph 10 of the Covenants;

NOW THEREFORE, the Covenants are Amended and Restated to provide as follows:

1. Purpose. Declarants are the owners of certain real property located in Teton County, Idaho which property is more particularly described as Lots One (1)

through Forty-Four (44) of Shooting Star Subdivision, and which is hereinafter referred to as the "Property." The Property contains significant wildlife habitat and is of high scenic and natural value, and Declarants are adopting the following Covenants, Conditions, and Restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

2. Declaration. Declarants hereby declare that the Property, and any part thereof, shall be owned, sold, conveyed, encumbered, lease, used, occupied and developed subject to the following Covenants, Conditions, and Restrictions, which are sometimes referred to hereafter as the "Covenants." The Covenants shall run with the property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property or any part thereof, and shall inure to the benefit of every owner of any part of the property.
3. Definitions. The following terms and phrases used in these covenants shall be defined as follows:
 - a. "Association" shall mean the Shooting Star Ranch Homeowners Association, Inc., a non-profit corporation organized under the law of the State of Idaho.
 - b. "Board" shall mean the Board of Directors of the Shooting Star Ranch Homeowners Association, Inc., the non-profit corporation established to administer and enforce the terms and conditions of this declaration.
 - c. "Common roads" shall mean the roadways within the property which provide access to individual Lot lines.
 - d. "Common service" shall mean the roadway maintenance and snow removal services for the common roads, utility lines, water lines and fire hydrant maintenance, repair services for utility lines located in the rights-of-way of such roads, and such other services as are required for Shooting Star Ranch.
 - e. "Development" shall mean any alteration of the natural land surface, and all buildings, structures, or other site improvements placed on the land to accommodate the use of a Lot.
 - f. "Lot" shall mean the individual Lots numbered One (1) through Forty-four (44) with each Lot having the boundaries described, indicated and shown upon the recorded subdivision plat of the Property.

- g. "Owner" shall mean one or more persons or entities who hold the record title to a Lot, including a contract purchaser, but excluding anyone having an interest in a Lot as security for the performance of an obligation.
 - h. "Principal Residence" shall mean the single family residential structure, constructed on any Lot of the property, which is the principal use of such Lot, and to which other authorized structures on such Lot are accessory.
 - i. "Property" shall mean Lots One (1) through Forty-Four (44) of Shooting Star Subdivision and such additions as may be brought within the jurisdiction of the Association.
 - j. "Structure" shall mean anything built or placed on the ground.
 - k. "Building envelope" shall mean the portion of a Lot, which is a contiguous area as identified on the subdivision plat of the property, upon which all buildings and outbuildings must be constructed.
 - l. "Shooting Star Ranch" shall mean the subdivision or development known as Shooting Star Ranch Subdivision.
4. The Association. The association is the Idaho non-profit corporation established for the purpose of administering and enforcing the provisions of this Declaration and the provisions of all covenants applicable to all filings of the Shooting Star Ranch Subdivision.
- a. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to each Lot, and shall not be subject to severance from the ownership of such Lot. Each ownership shall constitute one (1) member.
 - b. Voting. Each member shall have one (1) vote to cast upon any matter to be decided by a vote of the members. If there is more than one (1) person or entity owning a Lot, the vote of such member shall be cast as determined by the owners of such Lot. In the event of any dispute among joint owners of a Lot, the Board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such member's vote.
 - c. Authority of Board. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Articles of Incorporation and Bylaws of the Association,

and to enforce the provisions of this Declaration, and the covenants of any other subdivisions which become members of the Association.

- d. Meetings. The members of the Association and the Board of the Association shall hold annual meetings as set forth in the bylaws of the Association. Additional regular or special meetings of the members and/or the Board may be held in accordance with the provisions of the bylaws of the Association. All matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy, shall be set forth in the bylaws of the Association.
5. Building Design Approval. No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any Lot, and no construction activities or removal of trees shall be commenced until written approval or a building permit has been issued by the Design Committee.
- a. The Design Committee is a committee within the SSRHA Board and its members will be selected by the Board as positions become vacant. The members shall consist of three (3) members: minimum of one (1) SSHRA Board member, and two (2) Lot Owners. The term is three (3) years unless a Design Committee member resigns before the term expires. Design Committee members may serve multiple terms. Upon a resignation, the SSRHA Board will assign another member to the Design Committee. The vote or written consent of any two (2) members shall constitute an act by the Design Committee. The Design Committee shall keep a written record of all action taken by it.
 - b. Duplicate sets of plans and specifications for any Lot improvement or alteration, including tree removal, shall be submitted to the Design Committee. The plans shall include a plot plan indicating the location of the building envelope on the Lot and the location of the proposed development or improvements within the Building Envelope. Specifications shall include information about all interior and exterior materials and finishes, and the location of garages, porches, decks, woodstoves, chimneys, vents, doors, windows, rights-of-way, easements, driveways, parking areas, fences, solar collectors, and utilities. Samples of pieces of all exterior materials, roofing materials and color samples shall be provided with the plans and specifications to the Design Committee. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of this Declaration. Additional information shall be submitted if requested by the Design Committee. A fee of One Hundred Dollars (\$100.00) shall accompany the plans and be paid to Declarants' Agent for the

processing and review of all structures and development proposed with in the Building Envelope.

- c. The Design Committee shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of this Declaration. The Design Committee shall retain one (1) set of plans and specifications for use by the Board and the Association. If the Design Committee fails to review the plans and specifications within thirty (30) days from the submission thereof and inform the Owner of the committee's decision regarding approval or disapproval, the Owner may give written notice to the Board of its intention to proceed with the plans as submitted. If the Board fails to respond to the written notice from the Owner within fifteen (15) days from the date of receipt, the Owner may proceed to commence development, and plans as submitted shall be deemed to have been approved. Any building or structure that is erected, but not approved, shall be removed at the Owner's expense.
- d. Any approval by the Design Committee shall not constitute a warranty, express or implied, or compliance with any applicable building or safety codes or for any purposes other than the authority for the person submitting the plan that the plan conforms with this Declaration. Approval by the Design Committee of any plans shall not be deemed to constitute a waiver of any right to withhold approval as to any other plan submitted by any Owner at any time.
- e. Within thirty (30) days after written demand is delivered to the Design Committee by any Owner, the Design Committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any Lot of the owner, that as of the date thereof either: (a) all improvements or other work made or done upon or with the Lot by the Owner, or otherwise comply with this Declaration, or (b) such improvements and/or work do not comply, in which event the certificate shall also: (1) identify the non-complying improvements and/or work, and (2) set forth with particularity the cause of causes for such non-compliance. Any purchaser from the Owner, or mortgagee or other encumbrancer, shall be entitled to rely on the estoppel certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarants and all Owners and such purchaser, mortgagee or other encumbrancer.
- f. Neither the Design Committee nor any member thereof shall be liable to the Association, to the Declarants, to any Owner, any subsequent purchaser or owner, mortgagee or other encumbrancer 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 property within Shooting Star Ranch, or (d) the execution and filing of an estoppel certificate pursuant to this Declaration, whether or not the facts therein are correct, provided, however, that any member has acted in good faith. Without in any way limiting 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.

6. Development and Use Restrictions. All Development and use shall conform to the following requirements:
 - a. Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Teton County, Idaho shall be required in addition to the requirements of this Declaration. In case of any conflict, the more stringent requirements shall govern.
 - b. Authorized Use. Only single-family residential use shall be permitted, together with the keeping of domestic pets and animals as set forth in this Declaration.
 - c. Prohibited Uses. No Lot within the property shall be subject to division or subdivision. No commercial industrial or other non-single-family residential use whatsoever shall be permitted on any Lot, including, by way of example, but not limited to, the rental of a guesthouse separate from the Principal Residence. Rental of the Principal Residence shall not constitute a prohibited commercial use and shall be permitted under this Declaration provided that the lease for the premises contains a clause that the lessee agrees to be bound by this Declaration.
 - d. Authorized Structures. No building or structure shall be constructed, placed, or maintained on any Lot except one (1) single-family residence along with a garage, one (1) guest house, storage facility, one (1) barn, and one (1) corral.
 - e. Building Envelope. All buildings, outbuildings, and other authorized improvements shall be constructed within the Building Envelope, that

contiguous portion of each Lot identified on the subdivision plat of the Property. No improvement or development shall be permitted on any Lot outside of the Building Envelope except for access driveways, utility installations and bridges. Building and structures will be placed within the Building Envelope and in proximity to each other so as to preserve undeveloped and in proximity to each other so as to preserve undeveloped and open space and to protect the surrounding wildlife habitat.

- f. Construction. No used materials except for architectural detailing, and no prefabricated or modular structures of any kind shall be permitted on the outside of the main residential building, guest-house or garage on any Lot. Used materials may be permitted in the sole discretion of the Design Committee in the construction of any permitted building. All construction shall be completed within one (1) year from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.
- g. Roofs. The roofs of all structures shall be constructed of non-glare cedar shake or shingle ceramic tile, cement tile, heavy weight asphalt shingles, metal roofing of baked on or otherwise acceptable non-glare surface, or similar materials approved by the Design Committee. Roofs shall have a minimum pitch of four (4) feet in twelve (12) feet. All primary roofs shall have a minimum overhang of two (2) feet. Solar collectors shall not be considered roofs.
- h. Exterior Finishes and Materials. Exterior finishes shall be semi-transparent, of heavy bodied stains, of pigmented, 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-colored anodized or painted. Exterior color shall be subdued and in earth tone range. Exterior materials shall be of natural wood, peeled log, stone, or other similar natural material. All out-buildings shall comply with the exterior finishes and materials provision as stated in the preceding sentence of this clause.
- i. Height Limitations, Floor Area Limitations. Unless otherwise approved by the Design Committee, no building shall be greater than thirty (30) feet in height. Building height shall be measured from the existing grade to the highest point of the roof antennas. The principal residential structure, exclusive of the garage, shall have a minimum floor area of one thousand seven hundred fifty (1,750) square feet which will exclude the basement area unless such basement area is a finished space constituting a walk-out basement arrangement or similar area, and such principal residence shall have no more than a

maximum floor area of six thousand (6,000) square feet. Any guest cabin shall have a maximum floor area of nine hundred (900) square feet. The principal residence must be built before any guest cabin. Furthermore, the principal residential structure must have a garage, which shall be built at the time of the construction of the principal residence.

- j. Solar Collectors. Solar collectors shall be integrated into the structure of the Development. Solar collectors shall not be free-standing and shall not be placed on any structure or building so as to cause objectionable glare to adjacent Lot Owners.
- k. Authorized-Prohibited Fences. No boundary fences around the exterior Lot Lines of any Lot, or around the perimeter of any building envelope shall be permitted. The following are the only fences permitted on any Lot, which shall be within the building envelope:
 - (1) On garden plots approved as to size by the Board, a garden fence not greater than six (6) feet in height of materials approved by the Design Committee or the Board. The intent of this height requirement is to better protect the area from animals jumping over the Lot Owners' fences;
 - (2) Fences around tennis courts or swimming pools, the permitted size of which and construction type shall be approved by the Design Committee or the Board;
 - (3) Fences enclosing a dog run, or livestock, including but not limited to, horses, the size, construction and location of which shall be approved by the Design Committee or the Board;
 - (4) Underground electronic fences to restrain and control dogs, livestock, or horses shall be permitted within the building envelope on any Lot.
- l. Utilities. Electrical and telephone utility and water lines shall be installed and maintained underground in the common road rights-of-way. Connections from Lots within the property to the underground utility and water lines shall be completed at the expense of the Owner of each Lot, and shall be underground.
- m. Grading. All grading shall assure drainage of surface water from the buildings and Development and utilize natural drains and positive drainage to rights-of-way.

- n. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, teepees, shacks, or other similar buildings shall be permitted on any Lot, except during construction and as authorized by the Board. No person shall reside in any temporary construction facilities.
- o. Maintenance. Each Lot and all improvements shall be maintained in a clean, safe, and sightly condition. Boats, tractors, vehicles other than automobiles, campers whether or not a truck, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage, and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles, and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot.
- p. Animals. No animals shall be kept or maintained on any Lot except as provided in this Declaration. Any animals permitted to be kept on a Lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Lot Owners, and so that the presence of activity of any such pets or livestock does not harass or endanger wildlife. Cats or other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. No more than three (3) horses, pleasure-riding or pack animals, shall be kept or maintained on any Lot at any one time. The presence of more than three (3) horses or any other livestock on any Lot for more than eighteen (18) hours shall constitute keeping or maintaining a horse or other livestock on such Lot in violation of these Covenants. No more than three (3) dogs may be kept on any Lot, provided however, that a litter of puppies born to a dog owned by a Lot Owner may be kept or maintained upon any Lot for a period not to exceed six (6) months, provided that the puppies are maintained and restrained in accordance with the provisions of this Declaration. If any animal(s) are caught or identified chasing or otherwise harassing animals, livestock, wildlife, or people, the Board shall have the authority to have such animal(s) impounded at any available location, and shall assess a penalty against the owner of such animal(s) of not more than One Hundred Dollars (\$100.00) plus all costs of impoundment. If any such animal(s) is caught or identified chasing or harassing wildlife, animals, livestock, or people on a second occasion, the Board shall have the authority to have such animal(s) impounded or destroyed, the determination of disposition being in the sole discretion of the

Board. In the event that such animal(s) are not destroyed, the Board shall assess a penalty of not more than Two Hundred Dollars (\$200.00) per animal, plus costs of impoundment. If any such animal(s) is caught or identified chasing or harassing wildlife, animals, livestock, or people on a third or subsequent occasion, such animal(s) shall be either destroyed or permanently removed from the property. No Owner of any animal(s) impounded or destroyed for chasing or harassing livestock, wildlife, or people shall have a right of action against the Board or any member thereof, for the impoundment or destruction of any such animal(s).

- q. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the Lot Lines of any Lot.
- r. Fire Abatement. Any installation of a wood stove, fireplace, chimney, or flue shall be conducted in accordance with the standards and specifications established by the Underwriters Laboratory. It is recognized and acknowledged by the Owners of Lots, heirs, subsequent purchases, mortgages, and encumbrancers that the Property is adjacent to and abutting Federal lands, and that inclement weather conditions may make Teton County Fire Department access difficult. Owners of Lots and their purchasers agree to use the utmost care in installing, using and maintaining wood stoves, fireplaces, and barbecue facilities, and any other burning that may result in fires, and assume full liability to other Lot Owners and the U.S. Forest Service or any other government agencies for fire damage caused to adjacent lands resulting from the failure to use such care.
- s. Signs. No signs or advertising devices shall be erected or constructed on any Lot except: (1) a sign not greater than four (4) square feet in area which identifies the Owner and the street address of the Lot; (2) signs required for legal proceedings; (3) signs required for job identification during construction of developments; and (4) one [1] "For Sale" or one [1] "For Rent" sign not exceeding six (6) square feet.
- t. Water Systems. Each residential building lot not accessed by the community water system shall be connected to a private water supply system at the sole expense of the Owner, and such system shall conform to all applicable standards of the State of Idaho, Teton County, or any other regulatory agency. A water steward may be appointed by the Association to work with Owners of those Lots

accessed by the community water system to determine water use, distribution of water, metering of water use, and assessment; any assessments relating to the operation and maintenance of the community water system shall be levied only against those Lots accessed by the water system.

- u. Sewage Disposal. Each residential building shall be connected to a private sewage disposal system at the sole expense of the Owner and such sewage disposal system shall conform to all applicable standards of the State of Idaho, Teton County, or other regulatory agency. No outdoor toilets shall be permitted, except for a six (6) month period during initial construction.
- v. Common Roads. Each Lot Owner shall be responsible for a proportionate share of the snow removal and maintenance costs for the common roads. Snow removal, removal of bushes, shrubs and weeds, and maintenance costs on the common roads shall be divided with Owners of other property to which access is provided by the roads, in accordance with the determination of the Board.
- w. Driveways. Driveways shall be surfaced with gravel, concrete, or asphalt. Gravel surfaces shall include both base gravel or pit run of a minimum depth of six (6) inches and finish gravel sized at one (1) inch or less with a minimum depth of three (3) inches. All base gravel shall be completely covered by finish gravel and crowned to ensure proper drainage. Lots located on the uphill side of the road with the proposed access driveway crossing the drainage ditch require the installation of a twelve-inch diameter by twenty-foot (12" x 20') long culvert with flared end sections at the road ditch.
- x. Snowmobiles, Motorcycles, and Off-Road Vehicles Prohibited. No snowmobile, motorcycle, all-wheel drive, all-terrain vehicle, or other similar device shall be operated on any Lot for recreational purposes. Snowmobiles, motorcycles, all-wheel drive, all-terrain vehicles, or similar vehicles may be used for access to and from residential structures only and must be garaged.
- y. Wildlife Protection. It is recognized and acknowledged by the Declarants and the purchasers or Owners of any Lot within the Property that many wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve, and maintain the existing wildlife habitat on the Property, and to minimize the adverse effects of development on wildlife habitat:

- (1) No owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the Building Envelope for the purposes of constructing authorized structures or roads thereon;
 - (2) Dogs, horses, and other domestic animals shall be controlled and retrained at all times, and shall not be allowed to run at large on any portion of any Lot, except within an enclosed improvement area;
 - (3) No hunting or shooting of guns shall be allowed on any Lot;
 - (4) No artificial feeding of moose, elk, deer and/or waterfowl shall be allowed on any Lot;
 - (5) No non-native animal species shall be released to roam at large on any Lot.
- z. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any Lot, including the removal of gravel, provided that excavation for landscape purposes may be permitted with the prior written approval of the Design Committee.
- aa. Control of Noxious Weeds. Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Association. Any noxious weed control in or near any wetlands area on any Lot shall be conducted only after consultation with the Teton County Weed and Pest Control Board. Lot Owners shall not be permitted to burn weeds unless authorized by the Teton County Weed and Pest Control Board. Because the timing for effective control of noxious weeds is critical, if any Owner of any Lot fails to respond immediately to a written request for weed control from the Association, the Association shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Association provides for noxious weed treatment as described in the subparagraph, the Owner of a Lot treated for noxious weed control shall pay any and all costs incurred.
- bb. Satellite Dishes. A satellite dish shall be permitted on any Lot, provided that any satellite dish must be visually shielded from adjacent Lots with shielding approved by the Board before such satellite dish is installed.

- cc. Berms. No berms shall be constructed or maintained on any Lot of the Property except berms of not more than two (2) feet in height above existing grade which are constructed wholly within the building envelope on a Lot for which satisfactory provision for landscaping, planting, and maintenance has been provided to, and approved by, the Design Committee on the Board.
 - dd. Exterior Lighting. Exterior lighting fixtures shall not cause objectionable glare to adjacent Lot Owners. Entry lighting shall be subdued and all bulbs shall be shrouded so as to project light down and not horizontally. Variance shall be considered by the Design Committee. The Association reserves the right to install other lighting for safety purposes.
7. Association-Board of Directors. The Association is an Idaho non-profit corporation, formed to administer and enforce the provisions of this Declaration. The Board of Directors of the Association shall consist of five (5) members, or such number as may be approved by the Association members in accordance with the Articles and Bylaws, and the laws of the State of Idaho. The term of a member shall be three (3) years, except that the terms of the members of the initial Board shall be one (1), two (2), and three (3) years. Thereafter, all members shall serve for a term of three (3) years. All Lot Owners, through the purchase of their Lot, agree to serve on the Board.
- a. Authority and Duties. Pursuant to the powers and authority vested in it by Idaho statute and by the Articles of Incorporation and Bylaws of the Association, the Board shall be responsible for the enforcement and administration of the requirements of this Declaration and shall issue building permits, contract for and supervise common services, enforce the development and use regulations, and take all other actions necessary to administer and enforce this Declaration.
 - b. Legal Status. The Lot Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of, bank accounts shall be opened, and suit shall be brought and defended by the Association through the Board of Directors on behalf of, and as agent for, the Lot Owners in the manner specified by this Declaration, the Bylaws, or applicable law.
 - c. Meetings. The Board shall call and conduct the annual meeting of Lot Owners, at which time expiring or vacant director(s)' terms shall be filled, the annual budget for services shall be presented, and such

other business shall be conducted as brought before the meeting by the Design Committee or the Owners of Lots as is necessary to administer and enforce this Declaration as provide in the Articles and Bylaws.

- d. Design Guidelines. The Board shall have the authority to adopt design guidelines for the Design Committee to carry out the purpose and intent of this Declaration, to protect the property values of Lot Owners, and to ensure that incompatible development does not occur. All Lot use and Development shall conform to any design guidelines adopted by the Board, in addition to the provisions of this Declaration.
- e. Limitation of Liability. Members of the Board and their agents and employees acting in good faith on behalf of the Association: (1) shall not be liable to the Lot Owners as a result of their activities for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith; (2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; and (4) shall have no personal liability arising out of the use, misuse, or condition of the Property which might in any way be assessed against or imputed to them as a result of, or by virtue of, their capacity as such.

8. Assessments.

- a. Purpose of Assessments. Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the property and for the improvement and maintenance of properties, including but not limited to, road maintenance, utility line maintenance, water line and fire hydrant maintenance, weed control, subdivision perimeter fencing, if any, secretary or clerk's wages, mailing costs, filing fees, and any and all other expenses incurred by, or related to, and authorized by the Association.
- b. Billing and Collection of Common Services Assessments. The Board shall prepare an annual budget estimate and submit annual statements to each Lot Owner based upon its estimate. Billings for Common Service Assessments shall be assessed monthly, quarterly, semi-annually, or annually as determined at the sole discretion of the Board, and shall be paid by Lot Owners within thirty (30) days of the billing date. In the event that the estimate of the Board exceeds the

actual cost of the Common Services provided, each Lot Owner shall be credited in the amount of excess against the following year's estimate. In the event that during any one year the yearly assessments exceed that year's operating expenses (the "Common Services"), these excess funds shall be put in a reserve fund for emergency repairs and/or required maintenance expenses. In the event that the Common Services Assessments in any one year are less than the actual cost of Common Services for that year, and the Board's funds for Common Services have been expended, the Board shall prepare an estimate of remaining monies required for Common Services for that year, and/or money owed for Common Services for that year, and shall bill Lot Owners for the additional funds required. Any additional billed amounts shall be paid by Lot Owners within thirty (30) days of said billing date.

- c. Amount of Assessments. Commencing January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Common Service Assessments shall not exceed Fifty Dollars (\$50.00) per month per Lot.
- (i) From and after January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual Common Service Assessments may be increased each year by not more than five percent (5%) or by the Cost of Living Index increase, established by the U.S. Department of Commerce, whichever is the highest, above the maximum assessment for the previous year without a vote of the membership.
 - (ii) From and after January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual Common Service Assessments may be increased above five percent (5%) or by the Cost of Living Index increase by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board (as defined) shall be authorized to make emergency repairs without notice to any member.
 - (iii) The Board of Directors of the Association may fix the Common Service Assessments at an amount not in excess of the maximum and such increases as are allowed herein.

- d. Special Assessments. On the approval of more than one-half (1/2) of the Lot Owners, the Board shall have the authority to establish special assessments to meet unusual conditions that have arisen and that are required to service the Property. Special assessments shall be payable within thirty (30) days of the billing date.
- e. Uniform Rate of Assessments. Assessments must be fixed at a uniform rate for all Lots, except with respect to the maintenance and operation of the community water system.
- f. Commencement of Assessments. Common Service Assessments shall commence on the first day of the month following the conveyance of each Lot. The first Assessment for Lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year.
- g. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a Deed, whether or not it shall be expressed in such Deed, is deemed to covenant and to pay when due to the Association the Common Service Assessments and Special Assessments described in this Declaration. The Assessment and Special Assessments (collectively referred to as the "Assessments"), together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each Assessment is made. The Secretary of the Association shall be authorized to file a lien against the Property for any unpaid Assessments. Each Assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of the Property at the time the Assessment falls due.
- h. Nonpayment of Assessments. Remedies of the Association: 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 at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive liability for the Assessments provided for herein by non-payment, non-use, or abandonment of his or her Lot.
- i. 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. The sale or transfer of any 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 Lot.

9. Violations-Enforcement-Liens-Costs. The limitations and requirements for land use and development set forth in this Declaration shall be enforceable by the Declarants, or by the Board, or by an Owner of any Lot within the Property. In addition, the Board of County Commissioners of Teton County, Idaho shall have the authority to enforce those portions of these restrictive Covenants which establish Building Envelopes and limit all development on any Lot, except for access roadways and utilities, to the Building Envelopes on such Lot, and the Board of County Commissioners and the Idaho Department of Fish and Game shall also have the authority to enforce the provisions of Paragraph 6(p) pertaining to animals kept or maintained on any Lot within the Subdivision and of Paragraph 6(k) pertaining to authorized and prohibited fences. Every Owner of a Lot within the Property hereby consents to the entry of an injunction against him or her, or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any Lot Owner who used or allows his or her Lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarants or other Lot Owner in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each Lot and the improvements thereon to secure the payment of any billing for assessments or penalties due to the Board from the Owner of such property which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the maximum rate of interest permitted by Idaho law. The Board is authorized to record a notice of lien in the office of the County Clerk of Teton County, Idaho which shall include a description of the property and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's Office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho. Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Idaho law to collect any delinquent assessment, billing for common services and/or penalty. In addition to the principal amount of any Assessment, charge for Common Service and/or penalty, plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien and/or the costs involved in any civil proceeding, including filing costs and attorney's fees.
10. Amendment-Variance. These Covenants may be amended with the written consent of two-thirds (2/3) of the Lot Owners of the Property, except for the provisions of Paragraphs 6(e), 6(p), 6(r), and 6(y), the amendment of which shall also require the written consent of the Board of County Commissioners of Teton County and the Idaho Department of Fish and Game. A variance shall be allowed from the requirements of these Covenants upon approval of two-thirds (2/3) or more of the Lot Owners of the Property provided that any variance from the provisions of Paragraphs 6(e), 6(k), 6(p), 6(r), and 6(y) shall

also require the approval of the Board of County Commissioners of Teton County.

11. Duration of Covenants. All of the Covenants, Conditions, and Restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and Purchasers of any portion thereof, subject to the right of amendment as set forth in Paragraph 10. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty (20) year periods and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the Lot Owners of the Property subject to these Covenants otherwise agree in writing.
12. 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 remaining paragraphs and the Covenants, Conditions, and Restrictions therein shall remain in full force and effect.
13. Acceptance of Covenants. Every Owner or Purchaser of a Lot within the Property shall be bound by and subject to all of the provisions of this Declaration, and every Lot Owner or Purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.
14. Amendment and Restatement. By the execution and filing of this Amendment and Restatement, the terms, covenants, restrictions, and conditions of the Covenants are amended and restated in their entirety, and in the event of any conflict between the Covenants and this Amendment and Restatement, the Amendment and Restatement shall control.

IN WITNESS WHEREOF, the Shooting Star Ranch Homeowners Association, Inc., as represented by the Board, has approved this Amended and Restated Declaration effective February 13, 2010 and executed this 20 day of April 2010.

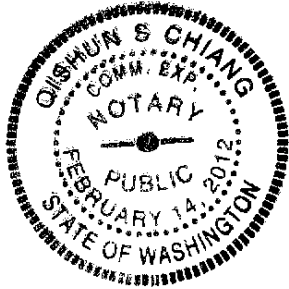
Denis duNann

Denis duNann, President

STATE OF WA)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me by Denis duNann this 20th day of April, 2010.

(SEAL)



Qingshun S. Chiang

Notary Public for the State of WA
Residing at Lynnwood, WA
Commission expires 02/14/2012