



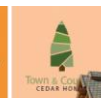
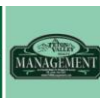
**“Local Brokerage, National Results.”**

## Maps & Documents

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**Instrument # 192273**

TETON COUNTY, IDAHO

2007-10-10 03:11:00 No. of Pages: 14

Recorded for : NELSON ENGINEERING

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

Fee: 42.00  
*Melan*

***THE HIGHLANDS***

**SUBDIVISION**

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**- September 2007 -**

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

*The Highlands*

This Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Bob Cat Development, LLC being the Owner, hereinafter referred to as "Declarant", the Owner or beneficial Owner of all lots of The Highlands in accordance with the Plat file for record in the office of the Clerk of Teton County, Idaho and which shall hereinafter be referred to as the "Property". The Property is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the Property for the benefit of all Owners of the Property or any part thereof.

NOW, therefore, Declarant, hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, assigns including granted right of use for individuals by Declarant, and including individuals in future areas of annexation by Declarant and shall inure to the benefit of each Owner of any part thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to The Highlands Owners Association, an Idaho Non-Profit Corporation, and its successors and assigns.

**Section 2.** "Board" shall mean the Board of Directors of the Association, the nonprofit corporation established to administer and enforce the terms and conditions of this Declaration as set forth herein.

**Section 3.** "Common Roads" shall mean the private roadways within the Property which provide access to individual lot lines and common amenities.

**Section 4.** "Common Services" shall mean the roadway maintenance and snow removal services for the common roads, common landscape, irrigation and facility care and operations, utility line maintenance and repair services for utility lines, common fencing maintenance, and care maintenance and operation of areas and facilities defined as common by the Declarant.

**Section 5.** "Development" shall mean any alterations of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

**Section 6.** "Lot" shall mean and refer to any of the single family residential plots of land described above and shown upon that certain recorded Final Subdivision Plat of the Property filed by the Declarant in the Office of the Teton County Clerk.

**Section 7.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

**Section 8.** "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 such as barns, out buildings and guest homes or other structures authorized and controlled within the Covenants, Conditions and Restrictions.

**Section 9.** "Structure" shall mean anything built or placed on the ground, excluding fences and ground level features such as pathways or low profile patios contiguous to homes.

## **ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Association Membership. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot which is subject to assessment.

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

## **ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed consents to the creation of a lien against the Owner's real property to the extent of nonpayment of any assessment for maintenance or otherwise levied by the Association,

therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these Covenants and agrees to pay to the Association:

- 1) Operating assessments or charges; and
- 2) Capital assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The operating and capital assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, shall be the personal obligation of the entity or person who was the Owner of such property at the time when the assessment fell due, and shall be a continuing lien upon the property against which each such assessment is made.

#### **ARTICLE IV DESIGN/PROPERTY USE REGULATIONS**

**Section 1.** Committee for Design Review. A Committee for Design Review (CDR) is hereby created as a subcommittee of the Association. The Committee is established to coordinate, expedite, and assure fair and equitable implementation of the Design Review Guidelines and Protective Covenants. The powers, duties, and procedures of the CDR are set forth in the Bylaws of the Association and The Highlands Protective Covenants and Design Guidelines and Regulations.

**Section 2.** Membership of CDR, The members of the CDR shall be the members of the Board of Directors of the Association according to the terms set forth in the Covenants. The initial members shall be Mike Potter, William Fieldstead, and Dennis Muhlbeier.

**Section 3.** The Highlands Design/Property Use Regulations. The Highlands Design Guidelines and Regulations are hereby adopted and incorporated into these Covenants as Appendix I. The owner of each Residential lot shall comply with the CDR and The Highlands Protective Covenants and Design Guidelines and Regulations in all respects. The Declarant, Bob Cat Development, LLC will be responsible for the architectural design of the common buildings and cabins.

#### **ARTICLE V ADDITIONAL COVENANTS**

**Section 1.** Common Areas. Common open space areas include various parcels of undeveloped land as shown on the Subdivision Plat.

**Section 2.** Use of Common Areas. No property owner shall have the right to occupy or possess any of the Common Open Space Areas by reason of owning a lot in The Highlands.

**Section 3. Lot and Common Area - Care and Weed Control.** The building envelopes at The Highlands have been placed to provide optimum privacy, views, and also to allow agriculture practices to continue on the property. Therefore, the responsibility of weed control, landscaping and care within the building envelope shall be that of the lot owner. Landscaping within the building envelope shall be completed within one growing season after construction of the residence. Once installed, the landscaping, including lawn, trees, shrubs, etc., shall be cared for and not allowed to deteriorate or become unsightly and detract from the neighborhood. If a building envelope, whether unimproved or unimproved, must be cleared of weeds and the Owner fails to do so after 30 day notice from the Association or any persons in the subdivision, the weeds may be cleared and controlled and the cost and expense associated with such weed maintenance shall be assessed such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

Privately owned areas of a lot, outside of the building envelope, shall be the responsibility of the Association. Weeds shall be controlled within these areas by the Association. Historically tilled areas within the lot shall be planted in natural grasses and shall be hayed or mowed annually.

Weeds shall be controlled within the common areas and by the Association. The control of noxious weeds by the Association on those areas for which the Association is responsible and the control by individual Owners on their respective lots shall be as set forth and specified under the State of Idaho and County of Teton as the same exist from time to time.

**Section 4. Ranch Uses.** Limited corral areas may be permitted outside of the building envelope by the CDR. Such corral areas may be fenced for the protection of up to two horses or llamas. Such corral areas shall be of post and pole or buck type construction not to exceed 42" in height. Each corral may be allowed on an area of up to 3600 square feet and in addition be allowed a single story barn not to exceed 1800 square feet which shall include storage for feed, tack, horse trailer and interior stalls, as no outdoor storage shall be allowed. Corral areas are to be used exclusively for the maintenance of horses and/or llamas and are to be well maintained with manure to be removed from the property on a weekly basis. Feeding shall take place within the barn. No extensive exercise shall take place on the property. The corral areas are specifically for low impact use, light exercising and limited riding. Use of corral areas is exclusively for individual lot owners. The corral and barn shall be approved by the CDR for design style, placement and specific sizes. Under no circumstances shall the barn be placed to obstruct views from other lots, or located in wooded areas and shall be placed so as to allow continued farming practices. No fencing shall be allowed except that of the corral. CDR shall have final say on the enforcement and may establish reasonable adjustments to the above parameters.

**Section 5. No Firearms or Hunting.** The discharge of firearms or hunting within The Highlands Subdivision is expressly prohibited.

**Section 6. Unsightliness; Storage; Parking.**

A) **Swimming Pools; Spas; Related Equipment.** Pools, spas or hot tubs may be erected, constructed or installed upon written consent of the CDR. If a pool, spa or hot tub is

approved, all service equipment shall be located in either a side yard between the front and rear boundaries of the residence, or in the rear yard adjacent to the residence, and shall be adequately screened from any street and from any neighboring lot or common area.

- B) Storage; Clothes Drying. All equipment and objects including sport equipment, (i.e., skis, bikes, ATV's, snowmobiles) snow removal, garden or maintenance equipment, except when in actual use, shall be kept in an enclosed structure or in a screened area approved by the CDR. No laundry or wash shall be hung outside except when screened from view of any neighboring lot or common area.
- C) Parking. No boats, trailers, campers, recreational vehicles, snowmobiles, motorcycles, inoperable vehicles or any other similar vehicle shall be parked or stored upon a lot except within an enclosed structure approved by the CDR.

**Section 7. New Construction Required.** All improvements construction shall be new. No nonpermanent outbuilding shall be allowed except temporary structures or construction trailers used for construction purposes which shall be removed immediately following completion of construction

## **ARTICLE VI GENERAL PROVISIONS**

### **Section 1. Lot Splitting; Consolidation.**

- A) Two or more contiguous lots within The Highlands may be combined, provided notice of intention to consolidate such lots is filed with the Committee for Design Review. Such consolidated lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single lot except for the purpose of levying and collecting assessments. The Committee for Design Review will consider the authorization of guest houses on two or more consolidated lots.
- B) No residential lot within The Highlands shall be split or divided or subdivided, unless such lot as split is then consolidated with a contiguous lot, and unless the resulting area to be built upon shall be larger than one lot.
- C) Any change in lot configuration shall be approved by the Committee for Design Review and appropriate governmental authorities at the County level.

**Section 2. Assignment of Powers.** Any and all of the rights and powers vested in Declarant pursuant to The Highlands Covenants may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a 90-day notice of such delegation, transfer, assignments, conveyance or release.



**Section 3. Notices; Documents; Delivery.** Any notice or other document permitted or required by The Highlands Covenants to be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the Committee for Design Review at the registered office for the Association; if to an Owner, then at any lot within The Highlands owned by the Owner; if to the Declarant, at P.O. Box 337, Teton, ID 83452 provided, however, that any such address may be changed from time to time by an Owner, by the Committee for Design Review, or by Declarant by notice in writing, delivered to Association member.

**Section 4. General Maintenance.** The maintenance, alteration, replacement and/or repair of the common roadways, fire control facilities, common landscape, irrigation, fencing, and other common facilities shall be the responsibility of the Association. The Association, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas. The maintenance, repair and replacement of all improvements on each lot shall be the responsibility of the Owner of such lot and not the Board, except as otherwise expressly set forth below. All roads are to be maintained by the Association except for driveways leading to residences from roadways within the subdivision.

## **ARTICLE VII ENFORCEMENT, DURATION AND AMENDMENT**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waive of the right to do so thereafter.

**Section 2. Duration of Restrictions.** All of the covenants, conditions and restrictions set forth in these Covenants shall continue and remain in full force and effect at all times against said property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

**Section 3. Amendment.** This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners, which instrument must be recorded in the Office of the County Clerk of Teton County Idaho. Such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Teton County Idaho.

Notwithstanding the foregoing, during the first five (5) years following the recordation of this Declaration or until seventy-five percent (75%) of the lots which are the subject of this Declaration are sold, whichever comes first, this Declaration of Covenants, Conditions and Restrictions may be modified, amended and changed by the Declarant without the need or necessity of the consent of the then-owners of the real property which is the subject of this Declaration. This provision shall apply both to the Declaration of Covenants, Conditions and Restrictions and to the Design Guidelines and Regulations attached hereto as Appendix I.

**Section 4. Violation Constitutes Nuisance.** Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or his successors in interest and/or by any lot Owner; and such remedies shall be deemed cumulative and not exclusive.

**Section 5. Construction and Validity of Restrictions.** All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, his heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

**Section 6. No Waiver.** The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waive of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

**Section 7. Variances.** The Committee for Design Review may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained in Article V Section 1, or the purpose of enhancing views, utilizing a lot to better advantage, and enhancing the placement of improvements on the property, provided this may be done in conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. Notwithstanding the foregoing provision, no variance shall be allowed which has the effect of creating additional lots.

Any variances or adjustments of these conditions, covenants, and restrictions granted by the Committee for Design Review, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

**Section 8. County Required Covenants.** The following Covenants, Conditions and Restrictions are specifically required by Teton County, Idaho and cannot be changed or amended without the formal consent and written approval from the Board of County Commissioners of Teton County, Idaho including:

- A) Maintenance of Open Space. - The Association shall be responsible for the maintenance and upkeep of common open space. The common open space of The Highlands that is dedicated to the Association will be maintained in its natural state, to the extent possible, as much of this area contains heavy brush and willows however, weeds shall be controlled.
- B) Maintenance of Common Areas. - The Association shall be responsible for the maintenance and upkeep of common areas, including the entry, and shall include lawn, pasture, irrigation, trees, shrubs, subdivision perimeter fencing, lighting, signage and other landscape and maintenance items.
- C) County Road 100 East Maintenance. - County Road 100 East is a Teton County, Idaho Road. Teton County, Idaho currently provides no winter maintenance to County Road 100 East north of County Road 700 North. They do however, perform summer maintenance on this road. It shall be the Associations responsibility to work in concert with other responsible parties to provide winter maintenance in a cooperative manner with neighboring property owners and other developments and who share the use of this road. This may include a pro-rata share of maintenance on County Road 100 East north of County Road 700 North to The Highlands main entry until such time as Teton County, Idaho renders county services to this road.
- D) Creation of Homeowner's Association. - The Association is duly created and bound to continuation via the Bylaws and Covenants, Conditions and Restrictions to be recorded simultaneously with the Final Subdivision Plat of The Highlands.
- E) Right to Farm Provision. - It is the intent of the State legislature to reduce the loss to the State of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the State of Idaho. "Agricultural Operation" includes, without limitation, any facility for the growing, raising or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the producing for commercial purposes of livestock or agricultural commodities. No Agricultural Operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any Agricultural Operation or an appurtenance to it.

- F) Design Guidelines and Regulations. - Appendix I of The Highlands Covenants, Conditions, and Restrictions is the Design Guidelines and Regulations. The Design Guidelines and Regulations establishes an architectural theme for the project and residences, and a framework for design, construction, maintenance and usage. Further, a plan submission and review procedure is specified which accomplishes consistent review by the Association's Committee for Design Review for each and every house design and related facilities on a lot by lot basis.
- G) No Further Subdivision of Residential Lots - As stated in Article VI, Section 1, b, no residential lot within The Highlands shall be split or divided or subdivided.
- H) Building Permits and Certificates of Occupancy - It is acknowledged that no building permits shall be issued prior to the approval and recording of the final plat and prior to the beginning of construction of the public improvements. It is further acknowledged that no Certificates of Occupancy for residences will be issued by Teton County, Idaho until public improvements are complete.
- I) Exterior Lighting Restrictions. - The intent of the lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Area lighting shall have concealed light sources and shall be no brighter than a 60 watt incandescent light shielded so that no light is projected above the horizontal and shielded. Lighting shall be "down" type and shall not radiate out from the property. Motion sensor lights are encouraged. In all cases, excessive glare to neighboring properties or circulation shall be avoided. Flashing, blinking, or moving lights shall not be used except for decorative lighting during the Christmas season.

Protection of "night skies" is an important benefit of this Exterior Lighting Restriction and is required in accordance with Section 9-4-12, Outdoor Lighting, of the Teton County Subdivision Ordinance, as amended 01-24-05.

**Section 8 A.** Idaho Department of Fish and Game; Wildlife; Fencing. Property owners should be sensitive and respectful to wildlife. White-tailed and mule deer, moose, elk and other wildlife species will be present on the property at various times of the year. Wildlife can be expected to browse on landscaped vegetation. The following Covenants, Conditions and Restrictions are recommendations provided by Idaho Department of Fish and Game and Biota Research and Consulting to establish the continued presence of wildlife on the property.

1. Landowners cannot file a claim against the Idaho Department of Fish and Game for wildlife damage to their property.
2. Landowners are prohibited from the feeding of wildlife other than songbirds. It should be noted that recent legislation strictly prohibits the private feeding of big game animals

in this area (IDAPA 02.04.25.001). Bird feeders should be prohibited when bears are active, March through November.

3. Not more than two generally recognized household pets shall be permitted on any lot. Landowners are required to have pets (dogs and cats) restrained at all times. Household pets shall not be allowed to wander outside the building envelope. No pets shall be allowed to chase or harass wildlife. If any animals are caught or identified chasing or otherwise harassing wildlife or people, the CDR shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than two hundred fifty dollars (\$250.00), plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife or people a second occasion, the CDR shall have the authority to have such animal or animals impounded or destroyed, the termination or disposition is at the sole discretion of the CDR. In the event that such animal or animals are not destroyed, the CDR shall assess a penalty of not more than five hundred dollars (\$500.00) per animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing wildlife or people shall have the right of action against the CDR or any member thereof, for the impoundment or destruction of any such animal or animals.
4. Any common area fencing must be constructed to allow wildlife passage. Individual lots shall not be fenced. Landscape enhancement fencing maybe allowed within the building envelope as approved by the CDR.
5. Noxious weeds must be controlled. Yellow toadflax, musk thistle, Canada thistle, and spotted knapweed are present in this area.
6. Garbage shall be stored inside an enclosed area to protect both the landowner and bear from unwanted encounters.

**Section 9.** Additional residential property and common area and recreational amenities may be annexed to the property by Declarant at any time, provided only that all of such additional property and property owners shall be subject to these and other applicable Covenants within this initial The Highlands Subdivision of 102± acres.

## **ARTICLE VIII INDEMNIFICATION**

Each officer, director, and former officer and director of the Association shall be indemnified and held harmless by the Association against all expenses, claims, suits, causes of action demands and judgements, liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein such officer, director or committee member is adjudged guilty of willful malfeasance in the

performance of his duties. The Association may procure and maintain insurance against such liabilities, or such kind and amount as its Board of Directors may approve.

**ARTICLE IX  
CONSTRUCTIVE NOTICE**

Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

**ARTICLE X  
WAIVER**

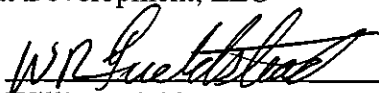
Neither Declarant or the Association nor their successors or assigns shall be liable to any Owner or Occupant of the Property by reason of any mistake in judgement, negligence, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant and/or the Association to recover any such damages or to seek equitable relief because of same.

**ARTICLE XI  
RUNS WITH LAND**

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Property and Lots within future annexation areas; shall create equitable servitude upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Owner and occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

DATED this 5<sup>th</sup> day of October, 2007.

THE HIGHLANDS SUBDIVISION, TETON COUNTY, IDAHO  
Bob Cat Development, LLC

By:   
William Fieldstead, Owner

STATE OF IDAHO    )  
                              :SS  
County of TETON    )

On this 5<sup>TH</sup> day of October, 2007, before me, a

Notary Public for the State of Idaho, personally appeared William  
Fieldstead known to me to be the same and acknowledged to me he  
executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal as of  
the day and year first above written.

Patricia Nickell  
Notary Public for the State of Idaho  
Residing at Tetonia ID  
My Commission Expires 9-26-2011

