

**Amended Declaration of Covenants, Conditions and Restrictions
for Saddlehorn Ranch Subdivision,
Teton County, Idaho**

**NOTE: THE
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Recitals

This is a declaration of protective covenants, conditions, and restrictions regarding the use and development of real property in Saddlehorn Ranch Subdivision, Teton County, Idaho. This subdivision was originally created in 1982 under the name, "Le Emeraude." Previous declarations of covenants and conditions were recorded by the original developer in 1984, and, as amended from time to time, they have applied to the subdivision ever since. These Covenants are intended to replace all past declarations, covenants, conditions, restrictions, and amendments, which are henceforth entirely repealed and replaced as provided in this instrument.

The makers of these covenants are the owners of all the real property in Saddlehorn, acting according to the provisions of the "Amended Master Declaration of Restrictive Covenants and Conditions for Le Emeraude Subdivision, Teton County, Idaho," dated March 15, 1984.

Saddlehorn is an area of much natural beauty, including distinctive terrain features and pastoral areas. It is the desire and intent of the owners to sustain a planned development community, primarily for residential use, in which the natural beauty shall be substantially preserved for the enjoyment and convenience of the persons living here. These Covenants are intended to secure those objectives.

Declaration

THEREFORE, the Owners hereby declare that Saddlehorn is and shall be held, conveyed, encumbered, leased and used subject to the following uniform Covenants to enhance the value, desirability and attractiveness of this place.

These Covenants shall run with the real property, and shall be binding on all persons having or acquiring any interest in any real property within Saddlehorn. These Covenants shall also benefit every property within Saddlehorn, and any interest therein, as well as all successors in interest.

Article I. Definitions

Unless the context otherwise specifies or requires, the following words and phrases used anywhere in this document have the following meaning: [Article 1]

- 1.1 "ARCHITECTURAL COMMITTEE"** means the Committee created pursuant to Section 5.6.
- 1.2 "ARTICLES"** means the Articles of Incorporation of the HOA which shall be filed in the office of the Secretary of State of the State of Idaho, and as they may be amended from time to time.
- 1.3 "ASSESSMENTS"** means any assessments of the HOA, both "regular" and "special."
- 1.4 "ASSOCIATION PROPERTY"** means all real and personal property owned by or leased at any time by the HOA.
- 1.5 "BOARD"** means the Board of Directors of the HOA.
- 1.6 "BY-LAWS"** means by-laws of the HOA which are adopted by the Board from time to time, including any amendments.

- 1.7** “**COMMON AREA**,” means any real property within Saddlehorn owned or leased by the HOA.
- 1.8** “**COVENANTS**” means this document, and any amendments that may be made to it in the future.
- 1.9** “**HOA**” or “**Homeowners Association**” means Saddlehorn Ranch Landowner's, Inc., the non-profit Idaho corporation described in Section 3.1, and its successors and assignees.
- 1.10** “**LOT**” means a legally described parcel of property in Saddlehorn which is designated as a lot on the recorded subdivision plat. It includes property in both the residential area and in the common area.
- 1.11** “**MEMBER**” means any person who is a member of the HOA as described in these covenants.
- 1.12** “**NOTICE AND HEARING**” means
- (a) thirty (30) days written notice, and
 - (b) a public hearing before the Board,
 - (c) at which the owner concerned shall have an opportunity to be heard in person or by legal counsel at the owner's expense.
- 1.13** “**OWNER**” means:
- (a) The person(s) who holds a fee simple title to a lot, or,
 - (b) The purchaser of a lot under a contract of sale or similar executory interest, but,
 - (c) Owner does not include any person having an interest in a lot as security for any sort of debt.
- 1.14** “**PERSON**” means any individual, group of individuals, or other entity, such as a corporation, partnership, trust or similar legal entity.
- 1.15** “**RESIDENCE**” means a dwelling structure designed to accommodate no more than a single family and its servants and occasional guests.
- 1.16** “**RESIDENTIAL LOT**” means any lot within Saddlehorn which is not common area.
- 1.17** “**SADDLEHORN**” means all the land described on the subdivision plat recorded as document #122554 in the office of the clerk and recorder of Teton County, Idaho on January 3, 1996.

Article II. Property & Lots

2.1 Further Subdividing.

After July 27, 1994, there shall be no subdividing of lots. This does not prevent the transfer of any lot to more than one person to be held in some form of joint ownership. No building shall be constructed or allowed to remain on any tract that comprises less than one full lot. [2.01]

2.2 Joinder of Lots/Boundary Realignment.

Two contiguous lots, if owned by the same recorded owner, may be combined to become one lot, and the center lot of three contiguous lots may be subdivided in order to enlarge the two adjoining lots. Thereafter, the resulting lot or lots shall each be treated as one lot for the purpose of applying these covenants. [2.01]

Article III. The Association; Membership, Rights and Procedures

3.1 Homeowners Association

3.1.1 The HOA shall be a nonprofit Idaho corporation charged with the duties and invested with the powers prescribed by law, by these Covenants, and by the HOA's Articles and By-Laws. The HOA may perform any and all acts which may be necessary, proper or incidental to the exercise of any of its express powers. [5.01]

3.1.2 Neither the Articles or By-Laws shall be amended or interpreted to be in any way inconsistent with the Covenants. [5.01]

3.2 Association Membership

3.2.1 Each lot owner, for so long as he retains ownership, shall be deemed a member of the HOA. Any transfer of title to a lot shall operate automatically to transfer HOA membership to the new owner. [5.02A]

3.2.2 The HOA membership of each owner shall be appurtenant to their lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to the lot, and then only to the transferee of that title. Any other attempt to transfer is void. [5.02B]

3.3 HOA Member Voting

3.3.1 *Right to vote.* Every HOA member shall be entitled to one vote for each lot owned. Any sale, transfer or conveyance of any lot to a new owner shall operate automatically to transfer the right of voting to the new owner. [5.03A]

3.3.2 *Proxy Voting.* A lot owner may give a revocable proxy to another person to cast the owner's vote. Any owner may also assign their right to vote for the term of a lease, deed of trust or similar document. [5.03C]

3.3.3 *Unitary voting.* The vote for each lot shall, if at all, be cast as a unit, and fractional votes are not allowed. In the event that joint owners are unable to agree among themselves as to how to cast the vote for their lot, they lose their voting right on the matter in question. If any owner casts a vote representing a lot it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of that lot. [5.03B]

3.4 Duties of the HOA

The HOA shall perform the following duties for the benefit of the owners:

- 3.4.1 *Association Property.* Exercise jurisdiction over property owned by the HOA. [5.04A]
- 3.4.2 *Title to Property On Dissolution.* Upon dissolution of the HOA, to convey the assets of the HOA to an appropriate public agency or agencies to be used for purposes similar to those for which the HOA was created, or to a nonprofit corporation association, trust or other organization organized and operated for similar purposes. [5.04B]
- 3.4.3 *Operation of Common Area.* Provide for the operation and maintenance of the common area and keep all common area improvements in good order and repair, including but not limited to recreation facilities, utilities, waterworks and sewage facilities. [5.04C]
- 3.4.4 *Payment of Taxes.* Pay all real property taxes and assessments levied on HOA property. Taxes and assessments may be contested or compromised by the HOA. [5.04D]
- 3.4.5 *Insurance.* Obtain and maintain policies of insurance which may be reasonably necessary in connection with the duties and responsibilities of the HOA. [5.04E]
- 3.4.6 *Rule Making.* Make, establish, promulgate, amend and repeal rules and regulations as provided in Section 3.6. [5.04F]
- 3.4.7 *Appoint Architectural Committee.* Appoint and remove members of the Architectural Committee so as to insure that at all reasonable times there is a duly constituted committee. [5.04G]
- 3.4.8 *Other.* Carry out all other duties of the HOA directly or impliedly imposed by the Covenants, the Articles and By-Laws. [5.04I]

3.5 Powers & Authority of the HOA

The HOA has the authority to do the following:

- 3.5.1 *Enforcement of Restrictions and Rules.* To perform reasonably necessary acts to enforce the Covenants and Architectural Committee Rules. [5.04H]
- 3.5.2 *Assessments.* To levy and enforce assessments on lot owners as provided in Article IV. [5.05A]
- 3.5.3 *Right of Entry and Enforcement.* After twenty-four (24) hours written notice, the HOA may enter any lot, without liability to any owner, for the purpose of:
 - 3.5.3.1 Enforcing these Covenants by peaceful means, or
 - 3.5.3.2 To maintain or repair any condition on the lot which constitutes a violation of these Covenants, if for any reason whatsoever, the lot owner had failed to do so. [5.05B]

- 3.5.4 *Right to Sue.* The HOA shall have the power and authority on its own behalf, or on behalf of any owner who consents, to commence and maintain legal actions to restrain and enjoin any breach or threatened breach of the Covenants, whether by mandatory injunction or otherwise. [5.05B]
- 3.5.5 *Easements and Rights-Of-Way.* The HOA may grant easements, rights-of-way, or parcels of land, in, on, over or under any Association Property for the purpose of constructing, erecting, operating or maintaining, (1) roads, streets, walks, driveways, parkways, and park areas, (2) overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity, telephone and other purposes, (3) sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (4) any similar public or quasi-public improvements or facilities. [5.05C]
- 3.5.6 *Repair and Maintenance of Association Property and Roads.* The HOA may paint, maintain, provide snow removal service, and repair any Common Area, and may provide for snow removal and reasonable maintenance and repair of public roads, water works, and other utilities. [5.05D]
- 3.5.7 *Construction on Association Property.* The HOA may, with the approval of the Architectural Committee, construct or demolish improvements on Association Property as follows:
- 3.5.7.1 Any construction or demolition, other than maintenance or repairs, involving a total expenditure greater than One Thousand Dollars (\$1,000.00), shall require the vote of a majority of members at a regular or special meeting called for the purpose of approving plans and cost.
- 3.5.7.2 The HOA shall levy a special assessment on all owners for the cost of such work. [5.05E]
- 3.5.8 *Taxes.* The HOA may require owners to take actions which are reasonably necessary to obtain separate real estate tax assessment for each lot. If any taxes or assessments may, in the opinion of the HOA, nevertheless become a lien on more than one (1) lot not under common ownership, or any part thereof, they may be paid by the HOA, and each owner shall be obligated to pay the taxes, or to reimburse the HOA for the taxes and assessments thus paid. [5.07]
- 3.5.9 Imposition and Forgiveness of Fines. The HOA may impose, collect and forgive fines for violations of these covenants as follows. For new violations, and pre-existing violations continuing to exist more than 90 days after the enactment of this section.
- 3.5.9.1 Upon giving 30 days advance written notice to an owner of any violation or violations, an 80% majority of the board may thereafter impose a fine of up to \$100 per month for each violation described in the notice.
- 3.5.9.2 The monthly fine will be automatically imposed each month thereafter until the condition is corrected.
- 3.5.9.3 The board may file a lien for collection of any fine as provided in section 4.5.

3.5.9.4 At any time after notice of a violation, the owner may petition the board to forgive and remit all, or a portion, of any fine by providing reasonable proof that the violation is fully corrected, or never existed. Forgiveness shall be granted by the board at the same monthly rate as the fine previously imposed for each month that property has been in compliance.

3.6 Rules and Regulations of the HOA

The HOA may adopt rules and regulations as follows:

- 3.6.1 The members may make rules for the use of lots in Saddlehorn. No such rule or regulation may violate the Covenants, or unreasonably restrict the use of any lot by its owner. [2.18]
- 3.6.2 The Board may make rules:
 - 3.6.2.1 For the use and occupancy of Association Property; [4.01, 5.04F, 5.06]
 - 3.6.2.2 Regarding unpaid assessments; [7.04, 7.05]
 - 3.6.2.3 Architectural Committee Rules. [5.04H, 6.02B(2)]

Article IV. Assessments and Obligations

4.1 Saddlehorn Maintenance Fund

- 4.1.1 *The Fund.* The Board shall establish the Saddlehorn Maintenance Fund into which all moneys received by the HOA shall be deposited, and from which all disbursements shall be made.
- 4.1.2 *Limitation.* Funds of the HOA must be used solely for purposes authorized by the Covenants or any amendments to them. [7.01]

4.2 Yearly Estimates & Assessments

- 4.2.1 *Annual Budget.* At least thirty (30) days before the start of each fiscal year, the Board shall estimate the HOA's annual budget, containing (a) expenses to be incurred, including a reasonable reserve for contingencies, (b) expected income, and (c) any surplus from the prior year. [7.02]
- 4.2.2 *Assessments.* A sum sufficient to fund the budget shall be assessed to the owner of each lot in Saddlehorn, as follows:
 - 4.2.2.1 Lots shall be assessed on a pro rata basis for repair and maintenance performed under Section 3.5.6. [5.05D]
 - 4.2.2.2 For all other expenses, the Board shall make assessments in a fair and reasonable amount to allocate the costs among owners. [7.02]
- 4.2.3 *Insufficient Assessments.* If the estimated assessment proves inadequate for any reason, including non-payment by any owner, the Board may at any time levy further assessments. [7.02]

4.3 Payment of Assessments

In its sole and absolute discretion, the Board may designate the manner for the payment of assessments during the fiscal year, including but not limited to, payment in equal monthly installments, or otherwise. [7.03]

4.4 Late Charges

If any assessment, whether regular or special, is not paid within thirty (30) days after it is due, the Board may require the owner to pay a late charge of eight percent (8%) of assessment or such other amount as the Board may designate pursuant to the Saddlehorn Rules. [7.04]

4.5 Liens for Unpaid Assessments

The HOA Board may impose a lien for payment of any regular or special assessment, as follows: [7.05]

4.5.1 **Amount.** The lien amount may include (a) the assessment, (b) any applicable late charge, (c) 13% interest on those amounts, or such other interest rate specified in the Saddlehorn Rules, and (d) costs, including reasonable attorneys* fees.

4.5.2 ***Content of Notice of Assessment.*** The lien or notice must state (a) the amount of the claimed delinquency, (b) interest and other costs, (c) the legal description of the lot assessed, (d) its street address, and (e) the name of the recorded lot owner. The document must be signed and acknowledged by an officer of the HOA.

4.5.3 ***Recording and Effect.*** Upon recording in the Office of the County Recorder, the lien or notice shall create a lien upon the lot described. The lien shall have priority over any declaration of homestead recorded after June 4, 1984. The lien shall continue until fully paid or otherwise satisfied.

4.5.4 ***Release on Payment.*** When the lien has been fully paid or satisfied, a notice releasing the lien shall be recorded by the HOA.

4.5.5 ***Lien Foreclosure.***

4.5.5.1 A lien may be foreclosed as provided in the laws of the State of Idaho for the foreclosure of liens on real property.

4.5.5.2 Any release or other certificate executed and acknowledged by two (2) members of the Board with respect to the lien, shall be conclusive upon the HOA and its members as to the amount of the indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and a copy of any such release or certificate shall be furnished to any owner on request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

4.5.6 Idaho law shall determine the priority of liens under this section as against other creditors. [7.05]

4.6 Mortgage Protection

4.6.1 No rights of any beneficiary under any recorded Deed of Trust to a lot made in good faith and for value, shall be defeated by any subsequent act performed pursuant to, or in violation of the Covenants. [7.06, 8.02C]

4.6.2 However, after foreclosure of any such Deed of Trust, or conveyance of any lot to any beneficiary by deed in lieu of foreclosure, the lot shall remain fully subject to the implementation of the Covenants with respect to all subsequent acts and obligations. [7.06]

4.6.3 No amendment to this Article 4 shall affect the rights of any previously recorded Beneficiary who does not join in the execution of the amendment. [7.07].

4.7 Taxes

Each owner is responsible for paying the real estate taxes on their lot and shall take any action reasonably required by the HOA to do so. [5.07]

Article V. Architectural Rules and Procedures

5.1 Improvements and Alterations Restricted

There shall be no excavation, construction, alteration, or removal of any improvement which in any way alters the exterior appearance of any improvement or any lot, except:

(A) for repairs or rebuilding pursuant to Section 7.6, or

(B) with the prior approval of the Architectural Committee as provided in this Article. [2.06]

5.2 Preservation of Trees & Timber.

Except as permitted by the Architectural Committee under Section 5.8 for the construction of buildings, improvements and necessary site development, native trees or timber shall not be removed from any lot. [2.15]

5.3 Single Family Building Limitation

No residential lot shall be improved except with a residence, plus a garage, fencing and such other improvements as are necessary or customarily incident to single family residence. [2.08, 3.01]

5.4 Building Requirements

5.4.1 *Minimum Size of Dwelling.* No residence shall contain less than 1,000 square feet of living space on the main ground level. Living space means the total enclosed area excluding basements, garages, terraces, decks, open porches and similar areas. [3.02]

5.4.2 *Required Setbacks.* [3.03]

5.4.2.1 No building shall be located less than 30 feet from any roadway easement line, side lot line, or rear lot line, measured from the foundation of the building. Eaves, steps and open porches are not considered part of a building for the purpose of determining these distances. However, no

portion of any building, including eaves, steps and porches, may encroach on any other lot.

5.4.2.2 The Architectural Committee shall have the right, in its discretion, to change or eliminate these setback requirements by granting a variance under Section 5.12 in order to enhance a view, prevent the removal of trees, or enhance the placement of improvements on the property.

5.4.3 *Maximum Height.* No structure on any residential lot shall exceed two stories in height, or twenty-eight (28) feet maximum, measured from the natural grade on the highest side of the improvement to the highest point of the structure, not including chimneys or other minor projections. [3.03]

5.4.4 *Parking Requirements.* In order to avoid obstructions to the flow of traffic and facilitate snow removal, sufficient driveways, drainage, culverts, and off-street parking areas shall be provided by each lot owner. [3.04]

5.4.5 *Storage Tanks and Utility Lines* [3.05]

5.4.5.1 All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of the main structure of the residence or shall be installed or constructed underground.

5.4.5.2 All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located below ground.

5.4.6 *Sewage Disposal* [3.06]

5.4.6.1 The owner of each lot shall provide integrated sewage disposal facilities which are and maintain a septic tank or tanks sufficient to meet all sewage disposal needs of the lot. ~~All septic tanks shall be~~ in compliance with state law at all times, and shall be installed only after approval by all governmental authorities having jurisdiction.

5.4.6.2 ~~No individual sewage disposal system, other than a septic tank system shall be permitted on any lot.~~ Outhouses, outbuildings and other similar sewage disposal systems are specifically forbidden.

5.4.6.3 Nothing in this section obligates anyone to construct or maintain a central sewage disposal system within the subdivision for the benefit of any lot.

5.4.7 *Water Wells.* Subject to any applicable laws and regulations, and any required permits or approvals by any governmental authority having jurisdiction, the owner of each lot may construct and maintain a water well or wells sufficient to meet the water needs of their lot. [3.07]

5.4.8 *Signs* [2.02]

5.4.8.1 During the course of construction only, up to two temporary signs may be displayed on a lot, no larger than three square feet each, identifying the architect and the prime contractor.

5.4.8.2 A temporary sign no larger than three square feet may advertize a home or lot for sale.

5.4.8.3 Permanent signs may be approved by the Architectural Committee as to size, materials, color and location which it considers (a) necessary to identify ownership of a lot and its address; (b) necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; or (e) as may be required by law.

5.4.9 *Chimneys.* All wood or coal burning chimneys must be equipped with appropriate spark screens. [2.14]

5.5 Temporary Structures & Storage During Construction.

5.5.1 The use of temporary structures is permitted only during construction of a permanent residence. All temporary structures shall be promptly removed when the residence is complete.

5.5.2 If construction progress is halted or slowed for any length of time, all materials shall be neatly stored so as to comply with Section 7.3. [2.12]

5.6 Architectural Committee

The Architectural Committee shall consist of three (3) members selected by the HOA, with the powers and duties described in the Covenants. [6.01]

5.7 Architectural Committee Meetings & Action

5.7.1 The Committee shall meet from time to time as necessary to perform its duties.

5.7.2 The vote of any two (2) members, or the written consent of any two (2) members taken without a meeting, shall constitute an act of the Committee.

5.7.3 The Committee may, by unanimous written resolution, designate one of its members to take any action or perform any duty on behalf of the Committee, except the granting of variances under Section 5.12. [6.03]

5.8 Architectural Review of Proposed Improvements

Improvement project. Any owner proposing to construct, reconstruct, refinish, or alter the exterior of, any improvement on his lot shall apply to the Architectural Committee for approval as provided in this Article. [6.02A]

5.9 Submissions for Architectural Review

5.9.1 The owner shall submit to the Architectural Committee such plans and specifications for the proposed improvement as the Committee may request, including, but without limitation, the following:

5.9.1.1 A plot plan of the lot showing (i) contour lines, (ii) the location of all existing and/or proposed improvements, (iii) the proposed drainage plan, (iv) the proposed location for sanitary disposal and water main, and (v) the location of all proposed utility installations;

5.9.1.2 Floor plans;

5.9.1.3 Drawings showing all elevations;

5.9.1.4 Description of exterior materials and color, with samples;

5.9.1.5 Working drawings and construction specifications; and

5.9.1.6 The Owner's proposed construction schedule.

5.9.1.7 Each owner proposing to submit improvement plans shall first contact immediate neighbors to solicit their input prior to submitting plans to the Committee, and the submittal shall identify those contacted.

5.9.2 Following an owner's submission under Section 5.9.1, if the Committee determines it would be in the best interest of Saddlehorn to do so, it shall, in writing, require the owner to employ a professional architect or designer to prepare part of all of the design for the proposed improvement.

5.9.3 The Committee shall require that the plans and specifications be accompanied by a reasonable fee in an amount not exceeding One Hundred Dollars (\$100.00).
[6.02A]

5.10 Architectural Review Criteria

5.10.1 General.

5.10.1.1 The Committee shall review and approve or disapprove all plans submitted to it solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and Saddlehorn generally. Considerations include architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features.
[6.06]

5.10.1.2 Special attention will be given by the Committee to the placement of improvements on the lot and how it affects the views of existing homes. Landscaping using plants reasonably expected to grow to more than 20 feet above natural grade are subject to Committee review under this section.
[1994 Ammd.]

5.10.1.3 The Committee shall not be responsible for reviewing any improvement project for structural safety or conformance with building or other codes, and no Committee action may be construed as having done so. [6.06]

5.10.2 Specific. The Committee shall approve the plans, drawings and specifications submitted to it only if the Committee finds that following conditions are satisfied:

5.10.2.1 The owner's submissions strictly comply with Section 5.9.

5.10.2.2 The proposed improvements conform to the Covenants and Architectural Committee Rules in effect as of the time they were submitted. [6.02B]

5.10.2.3 No modular home shall be allowed after July 16, 1999. A modular home is one manufactured outside of the subdivision and brought onto the lot in sections, but does not include log cabins. [1999 Ammd.]

5.11 Discretionary Disapproval

If the Committee unanimously finds, in its sole discretion, that the proposed improvement would be incompatible with Saddlehorn for any reason whatsoever, the Committee shall not approve the proposed improvement, and it shall notify the owner in writing, setting forth the reasons for disapproval. Such reasons may include, but are not limited to: design, height, location, or probable effect on other owner's use and enjoyment of their property. [6.02C]

5.12 Variances

5.12.1 **Authorized.** The Architecture Committee may authorize variances which excuse compliance with any of the architectural provisions of the Covenants and any Architectural Committee Rules, including restrictions on height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If granted, no violation shall be deemed to exist with respect to the matter excused.

5.12.2 **Effective on recording.** All variances must be in writing, signed by at least two (2) members of the Committee, and shall become effective on recording in the Office of the County Recorder of Teton County.

5.12.3 **No waiver.** The granting of a variance shall not operate to waive any provisions of the Covenants or any other rule or requirement for any purpose except as to the particular property and particular provision covered by the variance. [6.07]

5.13 Procedures & Time Limit for Review

5.13.1 **Time Limit.** Completed submissions for review under Section 5.9, which are neither approved or rejected within forty-five (45) days from the date of submission to the Architectural Committee shall be deemed approved.

5.13.2 **Approvals.** Committee approvals shall be in writing and may be conditioned on submission by the owner or the owner's architect or designer, of any additional plans or specifications the Committee shall deem appropriate to insure that the construction of the proposed improvement will conform to the approved plans.

5.13.3 **Copies.** One set of plans as finally approved shall be retained and maintained by the Committee as a permanent record. [6.02B3]

5.14 Permitted Work, Limitations & Remedies

5.14.1 **Diligent Commencement.** Upon receipt of the approval from the Architectural Committee under Section 5.13.2, the owner shall, as soon as practicable, but no later than one (1) year after approval, satisfy all required conditions and diligently commence construction of the proposed improvement. [6.02D & E]

5.14.2 *One Year to Complete.* In any event, the owner shall complete the foundation and all exterior surfaces, including roof, exterior walls, windows and doors, of any proposed improvement within one (1) year after commencement of construction, except and for so long as completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies or natural calamities. [6.02E, 6.02F]

5.14.3 *HOA Remedies for Failure to Commence or Complete Construction.*

If an owner fails to comply with paragraph 5.14.1, or 5.14.2,

5.14.3.1 Any approval given pursuant to Section 5.13.2 shall be deemed revoked, unless, within the respective one (1) year period, the owner has made a written request to the Architectural Committee for an extension of time, and the Committee finds that there has been no change in circumstances, and grants an extension. [6.02E]

5.14.3.2 The Architectural Committee shall notify the HOA of the owner's failure, and the HOA at its option, may either complete the exterior in accordance with the approved plans or remove the improvement, and the owner shall reimburse the HOA for all expenses incurred in doing so. [6.02F]

5.15 Completion Inspection/ Non-Compliance Remedy

5.15.1 Upon completion of any improvement project, the owner shall notify the Architectural Committee. Within sixty (60) days the Committee, or its representative, may inspect the improvement to determine whether it was completed in substantial compliance with approved plans.

5.15.2 If the Committee finds that the improvement project was not done in substantial compliance with approved plans, it shall notify the Owner of the non-compliance within sixty (60) days of the inspection and shall require the owner to remedy it.

5.15.3 If the Committee fails to notify the Owner within the sixty (60) days, the improvement shall be deemed to be in accordance with said approved plans.

5.15.4 If upon the expiration of sixty (60) days from the notice of non-compliance, the owner fails to remedy the non-compliance, the Committee shall notify the Board of the owner's failure. The Board may either remove the improvement, or remedy the noncompliance, and the owner shall reimburse the HOA for all expenses incurred in doing so. [6.02G]

5.16 No Waiver by Committee

Approval by the Committee of anything for which its approval is required under this Article shall not constitute a waiver of any right to withhold approval of any similar matter at any time. [6.04]

5.17 Compensation of Architectural Committee Members

As determined by the Board, members of the Committee are entitled to reasonable compensation from the HOA for services rendered, and for reimbursement of expenses incurred. Compensation shall not exceed \$35.00 per hour, however this maximum may be

increased by majority of the owners voting at any general or special meeting of the HOA called for that purpose. [6.05]

5.18 Non-Liability of Committee Members

Except for acts of willful misconduct or bad faith, neither the Committee nor any committee member shall be liable to the HOA or to any owner for any loss, damage or injury in any way arising from the performance of the Committee's duties. [6.06]

Article VI. Common Area

The following applies to the common area, if any:

6.1 Common Area Ownership

The common area, if any, and any improvements or facilities located on it shall be owned by the HOA and shall be subject to the rules and regulations of the HOA. [4.01]

6.2 Use of the Common Area

The Association may allow parties that are not members of the Association to use the Association facilities or property under such terms and conditions as may be established by the Association. [5.02A]

Article VII. Property Use, Requirements & Restrictions

7.1 Residential Noncommercial Uses Only

7.1.1 No residence shall be used for any purpose other than single-family residential purposes. [3.01]

7.1.2 No gainful occupation, profession, trade or other nonresidential use shall be conducted on any residential lot. This does not prohibit the rental of property by its owner for residential purposes, on either a short- or long-term basis. [3.01]

7.2 Offensive or Hazardous Activity/Nuisances

7.2.1 No rubbish or debris of any kind shall be placed or permitted to accumulate on any property. No odors shall be permitted which render any portion of any property unsanitary, unsightly, offensive or detrimental to any other property or its occupants. [2.04]

7.2.2 Without the prior written approval of the Board, no noise or other nuisance shall be permitted to exist or operate on any property so as to be offensive to the occupants of another property. Examples of such nuisances include exterior speakers, horns, whistles, bells or other sound devices, but not security devices used exclusively for that purpose. [2.04]

7.2.3 No activities shall be conducted, or improvements constructed, which are or might be unsafe or hazardous to any person or property. [2.09]

7.3 Unsightly Articles

7.3.1 No unsightly articles shall be permitted to be visible from neighboring lots, streets, access roads, and other surrounding areas. Except when in actual use, unsightly articles shall always be kept in an enclosed structure or screened from view by approved planting or fencing.

7.3.2 Examples of unsightly articles include, but are not limited to: trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment, garden or maintenance equipment, service areas, storage piles, compost piles, facilities for hanging drying or airing clothing or fabrics, lumber, plant clippings or waste, metals, bulk materials, scrap materials, refuse, garbage and trash. 7.3.3

Refuse, garbage and trash shall also be kept in a covered, noiseless container. [2.10, 2.17]

7.3.4 Exceptions. The following are not considered unsightly articles.

7.3.4.1 Piles of neatly stacked firewood for onsite residential use.

7.4 Sign Restrictions

Except as allowed in Section 5.4.8, no signs or advertising devices of any kind shall be permitted. [2.02]

7.5 Temporary Structures

Except as allowed in Section 5.5, no temporary structures, such as trailers, temporary buildings, tents, shacks, shall be permitted. Camping tents and trailers are permitted for temporary use by non-paying guests and family members consistent with single-family occupation of a lot with a completed residence. [2.12]

7.6 Repair of Buildings

No improvement on any property shall be permitted to fall into disrepair, and all improvements shall be kept in good condition and repair and adequately painted or otherwise finished by the owner. [2.05]

7.7 Zoning Regulations.

All uses, occupancy, or improvements on any property shall at all times conform with applicable, valid zoning regulations in force by any governmental authority. [2.08]

7.8 Fires

No open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well-designed interior fireplace. Outdoor wood fireplaces or fire pits are permitted, provided they comply with all state, local and federal laws, water is immediately available for fire suppression, and a responsible person is present at all times while any fire is burning. [2.04]

7.9 Animals/Pets

7.9.1 No animals of any kind shall be raised, bred or kept, except, dogs, cats or other household pets, and one horse per acre.

7.9.2 No animal may be kept, bred or maintained for any commercial purpose.

7.9.3 Unruly and nuisance pets or animals of any kind may be subject to state and county enforcement. ~~All animals must be properly fenced on the owners property so as not to create a nuisance for his neighbors. The owners of animals shall exercise proper care and control of their animal to prevent them from becoming a nuisance.~~

~~7.9.4 "Nuisance" means any noisy or vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing or washing, garbage containers, gardens, flowerbeds, lawns, trees, shrubbery, or any other property within Saddlehorn. It includes excessive,~~

~~continued or untimely barking, molesting passers by, chasing vehicles, or habitually attacking other animals.~~

~~7.9.5 “Noisy animal” means any animal which habitually, constantly or frequently disturbs the sleep, peace or quiet of any person. [2.03]~~

7.10 No Mining and Drilling

There shall be no quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth. However, the HOA may, by appropriate written document, allow wells to be drilled for extracting water. [2.11]

7.11 Firearms

All discharge of firearms is prohibited. [2.13]

7.12 Weeds

As provided by state and county law, ~~Every~~ property owner or other person in control of property, including the HOA, shall control and eradicate noxious weeds, and shall comply with any applicable ordinance, law, rule, or regulation pertaining to control of noxious weeds. Noxious weeds are plants which are injurious to public health, crops, livestock, land or other property. Primary enforcement is performed by Teton County. [2.16]

7.13 Rules and Regulations

No owner shall violate the rules and regulations for the use of lots as may be adopted by the HOA under Section 3.6.1. [2.18]

Article VIII. General Provisions

8.1 Term and Renewal of Covenants

The Covenants shall run until December 31, 2020. After that date, the Covenants, and any amendments, if any, shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by at least three-fourths (3/4) of the owners, and the instrument is recorded with the Teton County Recorder. [8.01]

8.2 Amendment of Covenants

The Covenants may be amended by an instrument in writing signed and acknowledged by the president and secretary of the HOA certifying that the amendment has been approved by the vote or written consent of at least fifty-one percent (51%) of the owners in Saddlehorn. Any such amendment shall be effective upon its recording with the Teton County Recorder. [8.02B]

8.3 Notices

- 8.3.1 Any notice permitted or required to be delivered in the Covenants shall be in writing and may be delivered either personally or by mail.
- 8.3.2 If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the notice has been deposited in the United States Mail, postage prepaid, addressed to the person at the address given by the person to the HOA for the purpose of service of such notices, or to the residence of the person if no address has been given. Such address may be changed from time to time by notice in writing to the HOA. [8.03]

8.4 Interpretation

The Covenants shall be liberally construed to bring about their purpose of creating a uniform plan for the development and operation of Saddlehorn. They shall be construed and governed under the laws of the State of Idaho. [8.04]

8.5 Enforcement and Non-Waiver

- 8.5.1 *Right of Enforcement.* Except as otherwise provided, any owner of any lot shall have the right to enforce any or all of the provisions of the Covenants upon any property within Saddlehorn and the owner thereof.
- 8.5.2 *Violations and Nuisance.*
- 8.5.2.1 Every act or omission which violates the Covenants is declared to be a nuisance, and may be enjoined or abated by the HOA or any owner.
- 8.5.2.2 However, only the HOA or its authorized agents may employ the right-of-entry provisions of Section 3.5.3 of the Covenants.
- 8.5.2.3 *Violation of Law.* Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Saddlehorn, is hereby declared to be a violation of the Covenants and subject to any of the enforcement procedures they provide.
- 8.5.3 *Remedies Cumulative.* Each remedy provided by the Covenants is cumulative and not exclusive.
- 8.5.4 *Non-Waiver.* The failure to enforce any of the provisions of the Covenants at any time shall not, constitute a waiver of the right thereafter to enforce any such provision or any other provisions. [8.05]

8.6 How to Construe this Document

- 8.6.1 *Covenants Construed Together.* The provisions of the Covenants shall be liberally construed together as a whole to promote and effectuate the fundamental concepts of Saddlehorn as set forth in the Recitals and Declaration.
- 8.6.2 *Covenants Severable.* However, each of the provisions of the Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion shall not affect the validity or enforceability of any other provision.

8.6.3 *Singular Includes Plural.* Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

8.6.4 *Captions.* All captions and titles used in the Covenants are intended solely for convenience or reference and shall not affect the content forth in any of the provisions. [8.06]

8.6.5 *Electronic Conduct of Business.* Any business conducted under these Covenants required to be in writing, in person, or by other means, may be conducted electronically via the Internet, email or the like, provided a reasonable record is kept of the transaction.

8.6.6 *Dollar Valuations.* All dollar values expressed in these covenants may be adjusted to current value based on changes in the cost-of-living index published by the US Department of Labor. By rule, as provided in section 3.6, the Board from time to time shall publish the applicable current value as adjusted by this section.