

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTHERN LIGHTS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration") is made effective as of _____, **26**, by ALPENGLOW DEVELOPMENT, LLC, an Idaho limited liability company ("Declarant"), the owner of certain real property located in Teton County, Idaho, known as Northern Lights Homesteads HOA, Inc., as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property").

The Declarant has established or will establish Northern Lights Homesteads HOA, Inc. ("Association"), a nonprofit corporation organized under the laws of the State of Idaho, to administer and enforce this Declaration and to maintain any common areas and community interests as provided herein.

ARTICLE 1 - PURPOSE AND DECLARATION

Declarant hereby declares that the Property shall be held, conveyed, leased, occupied, used, improved, transferred, and developed subject to the covenants, conditions, restrictions, easements, reservations, liens, and charges set forth in this Declaration. These provisions are established for the benefit of the Property and its Owners and are intended to preserve the natural beauty, character, value, desirability, health, safety, and welfare of the community. These covenants are intended to preserve the rural, agricultural, scenic, and residential character of the Property while promoting harmonious development and protecting property values.

The covenants, conditions, restrictions, easements, reservations, liens, and charges contained herein shall run with the land and shall be binding upon and inure to the benefit of all Owners, occupants, mortgagees, heirs, successors, assigns, and any other persons acquiring an interest in the Property.

ARTICLE 2 - HOMEOWNERS ASSOCIATION

No later than the sale of 15% of the lots, a Northern Lights Homesteads HOA, Inc. shall be formed from the existing Lot Owners to administer and enforce these covenants. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

The members of the Association shall hold meetings at intervals set by the Association according to the Northern Lights Homesteads Bylaws. Additional regular or special meetings of the members may be held if deemed necessary. This entity shall be responsible for the contracting for services and the collection of Homeowners Fees and the disbursement of the same. The Association shall operate in accordance with the Bylaws of the Association, as may be amended when deemed necessary.

ARTICLE 3 - VOTING

Voting rights, meeting procedures, quorum requirements, and proxy voting shall be governed by the Bylaws of the Association. During the Declarant Control Period, the Association shall have two (2) classes of voting membership:

- (a) Class "A". Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Only an Owner that is current on all assessments and/or other fees, and whose Lot does not have any outstanding violations, shall be deemed in good standing and entitled to vote at any annual or special meeting. Class "A" membership shall receive one (1) vote for each recorded Lot, regardless of the number of owners of said Lot.
- (b) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive ten (10) votes for each recorded Lot owned by Declarant.

Voting rights, meeting procedures, quorum requirements, and proxy voting shall be governed by the Bylaws of the Association.

ARTICLE 4 – DECLARANT CONTROL PERIOD

The Class "B" membership shall be entitled to appoint the members of the Board and Association during the Declarant Control Period. During the Declarant Control Period the Declarant may exercise all rights and privileges of the Association, and such additional rights as stated herein, without prior notice, meeting, or vote of the members. It is the intent of this Declaration to allow Declarant to exercise full control of all aspects of the Association and the Subdivision during the Control Period, or sooner if Declarant assigns or terminates its rights in writing.

The Declarant Control Period runs until the first to occur of the following:

- (a) When seventy five percent (75%) of all Lots planned for the Community have been conveyed to Owners other than the Declarant, or
- (b) When, at its discretion, the Class "B" Member so determines, or
- (c) A period of ten (10) years passes, since the date of recording.

Notwithstanding anything to the contrary in this Declaration, Declarant may exercise its discretionary termination of control in whole or in part as to any portion of the Subdivision at its sole election and determination. In doing so as to a portion of the Subdivision, it does not waive any reversionary or remaining control as to all other portions of the Subdivision, the control of which is not expressly terminated by Declarant.

ARTICLE 5 - HOMEOWNERS FEES

Each Lot Owner shall be responsible for his or her pro-rata share for the snow removal, road maintenance, fire pond maintenance, landscaping and shared spaces weed control program, perimeter fence maintenance, HOA insurance, and bookkeeping. All costs associated with any maintenance occurring on Association's easements shall be included in these fees. The Association may establish reserve accounts for long-term maintenance and capital repairs of common areas/easements. Assessment collection procedures shall be governed by the Bylaws and Idaho law.

On a yearly basis, the Association shall assess fees against each lot and notify the respective owners of the same for the following year. Unless the Homeowner's Association designates otherwise, annual assessments shall be paid in full during the fiscal year and shall be due on the first day of January, of the calendar year. Any installment or other portion of an assessment not paid within 30 days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other additional charges. Until 15% of the lots have been sold, the Architectural Review Committee shall carry out activities for collecting and maintaining fees in this capacity. Failure to pay the fees can result in a lien being placed on the lot or lots owned and/or additional legal action.

ARTICLE 6 – ARCHITECTURAL DESIGN AND CONTROL

Northern Lights Homesteads HOA, Inc. is a community of those who appreciate the western lifestyle and thus the architectural design of its properties shall reflect that. Acceptable designs shall include "mountain modern" and "rustic mountain modern" style. Consideration shall be given to complement the type of other structures in the subdivision and in no manner be derogatory thereto. No building, fence or other improvement shall be constructed, erected or maintained, on a lot in the subdivision, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications and such other information relating to such improvements have been submitted and approved in writing by the Architectural Review Committee. In passing upon such plans and specifications, the type of materials, the quality of the materials, and the color to be used, shall be considered by the Architectural Review Committee in approving or disapproving the plans. The Architectural Review Committee shall have absolute discretion in making determinations as to acceptability.

ARTICLE 7 - ARCHITECTURAL REVIEW COMMITTEE (ARC)

"Architectural Review Committee (ARC)" shall mean a committee consisting of two or more people to consider and act upon proposals for plans submitted for construction. The initial committee shall consist of the Declarant. Upon the end of the Declarant Control Period, the successors to the Architectural Review Committee shall be elected by the existing Lot Owners. The Lot Owners shall be entitled to one vote per lot and a determination shall be made at that time, prescribing the number and size of the Architectural Review Committee.

ARTICLE 8 - DESIGN REVIEW

All plans and specifications shall be acted upon by the Architectural Review Committee within 30 days of submission thereof to determine if the proposed use or development conforms to the requirements of these covenants. The Architectural Review Committee may approve plans and specifications subject to any conditions or modifications which the Architectural Review Committee determines to be necessary in order to ensure conformity with the requirements of these covenants. The Architectural Review Committee shall retain one set of plans and specifications.

Limitation of Liability. Neither the Architectural Review Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such committee or member thereof has acted in good faith.

ARTICLE 9 - DEVELOPMENT AND RESTRICTIONS ON USE

All construction, development or use shall conform to the following requirements:

A. Provisions in addition to County Land Use Regulations. Conformity with all applicable land use regulations of Teton County, Idaho, shall be required in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

B. Residential Use. Every lot is hereby restricted in use for residential purpose only, and neither the premises, nor any improvements thereon, shall be used for any commercial, including hotel, industrial, public, illegal or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. No signs for purposes of advertising shall be permitted.

C. Authorized Structures. No building or structure shall be constructed, placed or maintained on any lot except a single-family residence and one accessory structure. All buildings or structures must be approved in writing by the Architectural Review Committee prior to any construction.

D. Accessory structures. All accessory structures, including barns, garages, corrals, guest residences on any Lot must be approved by the Architectural Review Committee and must be constructed of the same materials or materials of similar architectural style and quality as the Dwelling on the Lot. Accessory structures are allowed only after the primary Dwelling has been constructed on the Lot. Size, height, color, other features and placement of all accessory structures must be approved by the Architectural Review Committee. The total number of all accessory structures shall not exceed one (1).

A multipurpose structure may be constructed e.g., a small greenhouse attached to a barn or a guestroom above a secondary garage would be counted as one structure. The purpose of this subsection is to reduce the clutter of buildings and the impact of the scenic view of all owners. All such structures must comply with municipal and Teton County codes. All such structures must be placed within the easement line. All accessory structures on any lot shall be compatible in design and materials.

E. Construction and Architectural Guidelines. All homes and structures must be “Architecturally Significant” in design to distinguish Northern Lights Homesteads from other common subdivisions. All architectural designs, modern or traditional, must include design aspects that respect the mountain lifestyle heritage and traditions of Teton Valley. Modern versions and interpretations using current or future design and construction methods and materials are encouraged and welcomed, but all concepts and designs must be approved by the Architectural Review Committee first.

No A-frame, tiny home, prefabricated, mobile or yurt structures shall be allowed. Only new construction shall be permitted. No used materials shall be used without ARC approval. Exterior colors shall be flat, subdued white, dark, in the earth tone range. Color samples, on pieces of all exterior siding and roofing materials to be used, shall be submitted to the Architectural Review Committee for approval.

No non-approved materials, nor prefabricated materials of any kind other than structural components (wall panels, and truss systems), shall be permitted on any lot. Pre-cast concrete panels and or prefabricated structural panels are allowed for use as construction or architectural components but cannot be used as finished exterior surfaces unless those components are part of the architectural features and approved by the Architectural Review Committee.

Natural materials are preferred. Unless otherwise permitted by the Architectural Review Committee, no garage, stable, corral, fencing, or other outbuildings shall be constructed of vinyl materials due to their inability to adequately perform in our harsher weather. No vinyl siding shall be allowed.

The roofs of all structures shall be constructed of shake shingles, slate, cement or ceramic tile, approved metallic roof coverings or such materials as may be approved by the Architectural Review Committee. Any and all roof pitches are allowed as long as they provide adequate weather shedding faculties and are not architecturally unappealing. Solar collectors shall be approved by the Architectural Review Committee.

All construction shall be completed within one year from the commencement date of construction unless the Architectural Review Committee approves an extension. All construction and alteration must conform to Uniform Building Code (UBC) and comply with all current Teton County and State building and safety codes. All construction and alteration, in addition, shall comply with all zoning and applicable laws of Teton County, Idaho.

F. Dwelling size Limitations. The interior area of any Dwelling constructed on a Lot, exclusive of the porches and garages, must be at least two thousand (2000) square feet livable space. Accessory Dwelling Units size shall comply to Teton County requirements, 3-9-3:

- Max 1500 ft² on >7.5 acres parcel if detached.
- Max 1200 ft² on >2.5 to 7.5 acres parcel, if detached.
- Max 900 ft² on <2.5 acres parcel, if detached.
- 1500 ft² or less if attached.

G. Height Limitations, Setbacks, Building Locations. No building shall be of a height which will unreasonably obstruct the view of the Tetons, which is defined as “to block an existing Owner from having natural, direct, line-of-sight to 9,000 ft. and higher of the actual peaks, that includes Mt. Owen, Grand Teton, Middle Teton, and South Teton from said Owner’s place of residence, limited to their main living room window, center of width and at 5 feet high. The right to an “unobstructed view of the Tetons” is given to all Owner’s in their existing main dwelling. Building envelopes have been provided for this purpose. Building height shall be measured from established building grade to the highest point of the roof structure but shall not include chimneys or vents. No building or structure of any kind constructed on the lot shall exceed a height of 30 feet above the established building grade, based on Teton County requirements.

H. Set Back Requirement for Improvements. All structures shall be set back a reasonable distance from the lot line and follow applicable Teton County standards (30 ft front and sides, 40 ft on back) and obtain approval required at the discretion of the Architectural Review Committee.

I. Driveways/egress. Driveway access to accessory structures shall be the same driveway used to access the main residence, or an extension thereof, so long as a separate driveway from the subdivision interior access road is not installed. It is the intent that driveway access from Solstice Circle, the interior subdivision access road, be minimized.

J. Construction Debris. The burning of construction debris within the Lot is strictly prohibited. Builders must repair any damage done to roads or other improvements in connection with their work on the Property.

K. Utilities. Electricity and fiber communications have been installed within the subdivision along interior roads. Individual Lot utilities must be installed underground. All propane tanks and similar facilities shall be (i) installed underground, screened or enclosed, or constructed as an integral part of the main structure of the residence, all in accordance with applicable laws and code requirements; and (ii) conspicuously flagged or otherwise marked to be easily identified by fire and other emergency vehicles and by snow removal equipment.

L. Temporary Structure Prohibited. No RV’s or temporary structures, such as trailers, tents, shacks or other similar buildings used as a residence or habitation shall be permitted on the lot, except during construction or as authorized by the Architectural Review Committee.

M. Vehicle and Recreational Storage. Construction on each lot must include garage parking, attached or detached, for a minimum of 2 automobiles. No dilapidated, unrepaired, inoperable or unsightly vehicles or similar equipment (working or non-working) shall be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view behind the side yard. All Owner (or visitor) boats, travel trailers, motorhomes, campers or similar vehicles shall be stored in a garage or shielded from the road and/or neighbors, other than a short period (14 day maximum per year or consent of the ARC). Vehicles may not be parked on subdivision roads.

N. Livestock and Household Animals. Owners may keep a reasonable number of dogs, cats or other domestic household pets. It shall be the obligation of each Owner to maintain and restrain all animals to eliminate disturbance or annoyance of others. A pet shall be allowed to roam free until it proves a disturbance or nuisance to other Lot Owners. Owners are responsible for picking up after their pets.

Livestock, including horses, pigs, sheep, or other farm animals may be kept for non-commercial purposes, up to the maximums listed in the table below. Owners are under the same obligation to eliminate/prevent disturbance or nuisance of their livestock to other Lot Owners.

Livestock	Max # Grazed per 2.5 Acres	Max # Boarded / Penned per Lot
Horses/Lama	2	4
Cattle	0	0
Chickens (no roosters)	15	15
Goats/sheep	2 (staked)	4

O. Duty to Maintain. The Northern Lights Homesteads HOA, Inc. Homesteads is an agriculturally supportive development and as such Owners shall ensure undeveloped areas of their Lots are kept as agriculture ground, in a manner for ease of tillage or planting and harvesting crops as default (unfenced where applicable). Owners may opt to individually or mutually lease property areas for this purpose to support healthy maintenance of the subdivision. This keeps the unconstructed areas healthy, green in the summer and white and open in the winter. The Architectural Review Committee may establish other rules and standards for maintaining Dwellings, improvements, and landscaping on Owner Lots. It is the obligation of each Owner to maintain their Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Owner shall be responsible for keeping the Dwelling and improvements thereon in a clean and sanitary condition, uncluttered, and free of pests and rodents.

Landscaping around dwellings and structures shall be kept in a healthy, well-trimmed manner, free from weeds, with lawns properly watered, fertilized and mowed on a regular basis, and trees pruned. The Owner shall comply with Teton County rules regarding noxious/invasive weeds/thistles and follow control recommendations to keep Lot(s) free from thistles. Trees adjacent to Solstice Circle and Eclipse Place are intended to be species that are indigenous to the local area. Trees, shrubs, hedges will not be planted as to, nor when fully grown, “obstruct the view of the Tetons” as defined in Section 1. Owners are responsible to maintain said trees on their Lot(s).

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. 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 or scraps or refuse or trash shall be kept, stored or allowed to accumulate on the lot.

(a.) Blithe – All property Owners shall be responsible for cleaning and maintaining their property to a standard that is respectful of adjacent property owners and the subdivision by maintaining visually appealing properties. This means no abandoned vehicles, junk, trash, signs or other materials and activities that may negatively affect the property values of the subdivision. Any property deemed by the Homeowner's Association or majority of property Owners to be visually or physically offensive will be subject to penalties and made responsible for the cleanup. If the property owner is unwilling or unable to perform the required cleanup, the homeowner's association will assume that responsibility and a \$1000 penalty will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of the cleanup.

P. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to Owners in the area in the enjoyment of their lots. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that adjoining Owners, by virtue of their interest and participation, are entitled to the reasonable enjoyment of the natural benefits surrounding the lot.

Q. Light Pollution. Without limiting the foregoing, no light shall be emitted from a lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. Downward-directed, low-wattage, dark sky lighting, in conformance with the Teton County, Idaho, Dark Sky Lighting Ordinance 9-412, is required.

R. Solar Collectors. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. If for whatever reason it is deemed necessary to create a free-standing solar system, that system shall be completely enclosed and shielded from view of the road and or neighboring properties in a way that is aesthetically pleasing and accepted and approved by the Architectural Review Committee. No solar collectors of any kind shall be permitted without specific approval of the Architectural Review Committee.

S. Well / Water System. Each structure designed for occupancy or use by human beings shall be connected to a water supply system at the Owner's expense. Such water system shall conform to the standards applicable for the area, including, without being limited to, the District 7 Health Department and other applicable state or local agencies.

T. Septic Systems. In order to protect Spring Creek and groundwater quality, proposed septic systems should avoid areas with shallow fractured basalt where possible. If shallow fractured basalt is found to be the dominant condition across the lot, an alternative system suitable for installation in that condition should be proposed for approval by Eastern Idaho Public Health (EIPH). To achieve nitrate attenuation performance consistent with groundwater modeling, all septic systems shall conform with Table 8.1 of the Nutrient-Pathogen Evaluation prepared for this development which provides a maximum allowed average daily flow based on the effluent nitrogen concentration associated with various types of typical and advanced wastewater treatment systems approved by the State of Idaho with design criteria and installation instructions described in the Technical Guidance Manual for the Design and Construction of Individual Subsurface Wastewater Disposal Systems published by the Idaho Department of Environmental Quality. – Based on Conditions of Approval of

the Preliminary Plat for Northern Lights subdivision by the Board of County Commissioners on August 25, 2025.

Each Owner shall reference Table 8.1 (pictured below) contained in the Northern Lights Nutrient Pathogen Evaluation to be used as a planning tool for the Owner and EIPH in determining different treatment scenarios under specific septic system flows per lot.

Owner will maintain their septic system in compliance with all applicable EIPH and Idaho Department of Environmental Quality recommendations.

LOT #	EFFLUENT N CONCENTRATION (mg/L)	SEPTIC TANK FLOW (gal/day)	IDAPA 58.01.03 MAX BEDROOMS	LOT #	EFFLUENT N CONCENTRATION (mg/L)	SEPTIC TANK FLOW (gal/day)	IDAPA 58.01.03 MAX BEDROOMS
1	45	359	5	10	45	904	16
1	38	427	6	10	38	1075	19
1	27	607	10	10	27	1530	28
1	10	1755	30 +	10	10	4423	30 +
2	45	439	6	11	45	463	7
2	38	522	8	11	38	550	9
2	27	743	12	11	27	783	13
2	10	2148	30 +	11	10	2264	30 +
3	45	500	8	12	45	445	6
3	38	594	9	12	38	529	8
3	27	845	14	12	27	753	13
3	10	2444	30 +	12	10	2176	30 +
4	45	416	6	13	45	397	5
4	38	495	7	13	38	472	7
4	27	704	12	13	27	671	11
4	10	2036	30 +	13	10	1942	30 +
5	45	377	5	14	45	340	4
5	38	448	6	14	38	405	6
5	27	638	10	14	27	576	9
5	10	1844	30 +	14	10	1666	30 +
6	45	355	5	15	45	371	5
6	38	422	6	15	38	441	6
6	27	600	10	15	27	628	10
6	10	1735	30 +	15	10	1817	30 +
7	45	412	6	16	45	384	5
7	38	490	7	16	38	457	7
7	27	697	11M	16	27	650	11
7	10	2015	30 +	16	10	1880	30 +
8	45	596	9	17	45	442	6
8	38	709	12	17	38	526	8
8	27	1008	18	17	27	748	12
8	10	2915	30 +	17	10	2163	30 +
9	45	1510	28				
9	38	1795	30 +				
9	27	2554	30 +				
9	10	7383	30 +				

U. Irrigation and Drainage. Owners shall adhere to the Idaho Statutes, following code Title 42 Irrigation and Drainage where applicable. Buying a Lot in Northern Lights Homesteads HOA, Inc. subdivision does not inherently grant an Owner of any water rights.

V. Waste Disposal. Each structure designed for occupancy or used by human beings shall be connected to an authorized waste disposal system at the Owner's expense. Such waste disposal system will conform to the standards applicable to the area, including without being limited to, the District 7 Health Department and other applicable state or local agencies. No outdoor toilets shall be permitted, except during construction.

W. Excavation and Mining. No excavation for stone, sand, gravel, or earth shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved structure or improvement thereon. No oil drilling, oil development operation, quarrying or mining operations of any kind shall be permitted on any lot without the consent of all Lot Owners of the subdivision. All spoils from excavation related to construction must be replanted within 6 months.

X. Fencing. Open spaces are preferred. However, if a fence is necessary (pens, privacy, etc.) Fences shall be treated as improvements and subject to the prior written approval of the Architectural Review Committee. The Architectural Review Committee will ensure proposed fences are safe for wildlife that exist in the surrounding area and support an agricultural-focused subdivision. Should the Owner not adequately maintain a fence, and after proper and adequate notice as to needed maintenance, the Architectural Review Committee shall take necessary action in order to protect property values and assess Owner for expenses incurred. This is *NOT* to require or encourage Owner to fence their lot, but if a fence is needed, it must comply with this provision and be maintained accordingly.

Y. Landscaping. The area between the Lot line and the finished road surface shall be landscaped and maintained by the Owner in a uniform manner. Additional landscaping requirements may be contained in the Architectural Review Committee Guidelines. Xeriscaping in the front yard may be allowed, subject to submission of a detailed landscape plan and prior written approval by the Architectural Review Committee. Landscaping shall be maintained in the same location and species as approved in the original Landscape Plan. Modifications to landscaping must be preapproved in writing by the Architectural Review Committee. Existing lots will not be disturbed and will be left in agricultural use until development begins.

Z. Noxious Weeds and Abatement. Noxious weeds must be kept under control at all times at the expense of the Owner, and lots should not be left in an uncared-for condition. In the event that a Lot Owner fails to comply with weed control, either the Lot Owner or the Homeowners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lots. A \$1000 penalty will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of the weed eradication if the Owner does not reimburse said weed control costs.

ARTICLE 10 – EASEMENTS AND SUBDIVISION

A. Entrances/Access – Both entrances from 7000 North shall be beautified and maintained by the Homeowner Association. Signage and landscaping that represents the Northern Lights lifestyle shall be constructed and maintained and included in the annual maintenance budget. Owners shall

utilize the clustered mailbox which has been created for mail/postal deliveries per the USPS requirements.

B. Easements – Each lot will be assigned one prescribed easement for access to and from the lot onto common roads, based on the final building location and safety of the subdivision as approved by the Architectural Review Committee. No additional easements can be granted or sold by Lot Owners to other parties. Each Lot is subject to common easements for roads, utilities, maintenance, access, recreation, open space and potential future easement requirements for the proper maintenance and compliance requirements of the subdivision.

C. Fire Control Pond. Easement rights to and around the pond shall be granted to emergency crews for the purpose of utilizing the pond. Easement shall also be granted to the Association for the purpose of maintaining the pond for some recreational use (e.g., picnics, swimming, fishing, skating, etc.). The Association shall be responsible for all costs and liability associated with maintaining the pond and is responsible for establishing rules for its use.

D. Subdivision of Lots - No lots within the Northern Lights Homestead Subdivision may be further divided.

ARTICLE 11 – LEASES AND RENTAL AGREEMENTS

All lease/rental agreements are made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such rental agreement and a violation of this Declaration by the Owner of the Lot.

A. Farming. Farming unused or undeveloped land is encouraged to promote open spaces, prevent noxious weeds, and allow movement of big game and other animals. Owners may provide individual or group leases of their lot(s) or a portion of their lot(s) to individuals for the agricultural purposes of farming and/or grazing. The Association may establish additional rules regulating leasing which may not prohibit the farming rights of Owners in this Section.

B. Third Parties. All Owners' guests, invitees, licensees, tenants, and occupants shall be required to comply with the rules and restrictions of the Association contained in this Declaration and the other governing documents. Owners shall remain responsible and subject to enforcement for the actions of their guests, invitees, licensees, tenants, and occupants.

C. Vacation and Short-Term Rentals. The purpose of these restrictions is to preserve the residential character, safety, quiet enjoyment, and property values of the Community while permitting reasonable limited vacation rental activity consistent with mountain residential living in Teton County, Idaho.

All Short-Term Rental activity shall be conducted in a manner that minimizes nuisance impacts upon neighboring Owners and complies with all applicable laws, regulations, permits, and Association Rules. For the purposes of subdivision safety and security and to cover additional expenses caused by excessive use of vacation renters the following conditions will apply to Owners wishing to offer their homes as rentals.

(a) Rental Terms - Dwellings may be rented by the Owners thereof for short-term purposes. No Lot or Dwelling shall be rented, leased, or occupied for transient or hotel purposes except in compliance with all applicable laws, ordinances, and regulations of Teton County, the State of Idaho, and the Association Rules. "Short-Term Rental" shall mean occupancy for a period of less than thirty (30) consecutive days.

(b) Disposal Fees – Any additional disposal charges caused by excessive waste by rented homes and incurred or charged to the Homeowner's Association will be the sole responsibility of the Lot Owner.

(c) Renter Vehicles - Vacation renters parking of vehicles shall be limited to no more than 2 vehicles and 1 boat or RV per rental period. No renter or guest shall park on subdivision roads, landscaped areas, on neighboring Lots, in fire lanes, within roadway turnarounds, common areas, or in any manner obstructing snow removal or emergency access.

(d) Owner Short Term Rental Damage Reimbursement Agreement - Owners wishing to rent their homes as vacation rentals agree to provide reimbursement to the Association for damages to common areas caused by renters.

(e) Certificate of Insurance – A Certificate of Insurance shall be required of the Owner wishing to rent their homes as vacation rentals naming the subdivision as additionally insured to protect the subdivision from damage or liability caused by renters.

(f) Owner in Good Standing – Owner shall be found in good standing with the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Owners agree in writing, at the time of acquiring interest in the property, that their rental rights can be temporarily or permanently revoked by the Association if they do not maintain compliance to this section, Vacation and Short-Term Rentals. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such agreement and a violation of this Declaration by the Owner of the Lot.

ARTICLE 12 – COVENANTS DURATION, AMENDMENTS, AND ENFORCEMENT

A. Occupancy. No Certificates of Occupancy will be issued until all public improvements are completed. No lots may be sold (warranty deeds transferred) prior to the completion of the improvements for the infrastructure, which are the responsibility of the owner/developer, and/or final plat approval.

B. Severability. Any decision by a Court of competent jurisdiction validating 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.

C. Duration of Covenants. All 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. These covenants shall be deemed to automatically renew

themselves at ten-year intervals.

D. Amendment. These covenants may be amended at any time by the Declarant prior to the sale of 75% of the lots in the subdivision. Upon the sale of 75% of the lots, a majority of the Lot Owners can amend these covenants.

E. Violations; Enforcement; Liens; Costs. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Architectural Review Committee. A lien may be placed on properties as deemed necessary for assessment collection.

F. The Right to Farm Act. Idaho Code Chapter 45, Sections 22-4501, is hereby made a part of this document.

IN WITNESS WHEREOF, Declarant has executed this declaration effective the day and year first set forth above.

NORTHERN LIGHTS HOMESTEADS HOA,
INC. LLC

By

STATE OF IDAHO)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by

MY COMMISSION EXPIRES:

EXHIBIT A PROPERTY DESCRIPTION