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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHERN LIGHTS SUBDIVISION**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHERN LIGHTS SUBDIVISION ("Declaration") is made by Alpenglow Development, LLC, an Idaho limited liability company ("Declarant"), the owner of certain real property located in Teton County, Idaho, and made effective as of the date recorded in the Teton County Recorder's Office.

RECITALS

- (A) This Declaration affects and concerns the real property located in Teton County, Idaho and more particularly described on the Final Plat for the Northern Lights Subdivision recorded August 27, 2026, in the Teton County Recorder's Office as Instrument No. 297029 ("Property"), and attached here as Exhibit "A."
- (B) A *Declaration of Covenants, Conditions and Restrictions for Northern Lights Subdivision* was recorded as Instrument No. 294978 on April 14, 2026, with the Recorder for Teton County, Idaho.
- (C) On August 27, 2026, a Final Plat of the Northern Lights Subdivision depicting the Property was recorded in the Teton County Recorder's Office, as Instrument No. 297029.
- (D) The Declarant has established 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.
- (E) Pursuant to the *Declaration* recorded as Instrument No. 294978, referred to above, the Declarant may amend said *Declaration* at any time prior to "the sale of 75% of the lots in the subdivision." At present, less than 75% of the Lots in the subdivision have been sold.
- (F) This Declaration, along with any future amendment(s), shall be the sole declaration for the Property, and shall amend, replace, and supersede all prior declarations, supplements, and/or amendments.
- (G) A homeowner's association has been formed, with the formed entity comprising the association being *Northern Lights Homesteads HOA, Inc.* ("Association").
- (H) These Recitals are made a part of this Declaration.

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. This Declaration is intended to protect the character, natural beauty, open views, and quiet enjoyment of Northern Lights Homesteads, and to foster a peaceful, well-cared-for neighborhood where Owners can build thoughtfully, live well, and enjoy the land for generations to come. The provisions herein 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. The provisions herein are further 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

2.1 Association. The Association has been formed 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 in 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 Association 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.

2.2 Meetings. The members of the Association shall hold meetings at intervals set by the Association according to the Association's Bylaws. Additional regular or special meetings of the members may be held if deemed necessary, and as provided in the Bylaws.

2.3 Rules and Regulations. In addition to the specific authority granted elsewhere in this Declaration, the Board may, from time to time, adopt, amend, and repeal reasonable rules and regulations governing the use of the Property, the Lots, and any Common Areas, and governing the conduct of Owners, occupants, tenants, guests, and invitees, provided that such rules and regulations are not inconsistent with this Declaration, the Association's Articles of Incorporation, the Bylaws, or applicable law. The Board will provide Owners with reasonable notice of the adoption of, or a material change to, any rule or regulation, and a copy of the rules and regulations then in effect will be made available to each Owner upon request. Architectural Design Guidelines adopted under Article 7 of this Declaration are rules and regulations for purposes of this Section, and are adopted, amended, and made available to Owners in the manner described in Article 7.

ARTICLE 3 - VOTING

3.1 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:

3.1.1 Class "A". Class "A" Members shall be all Owners except for Class "B" Members and/or 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.

3.1.2 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.

ARTICLE 4 - DECLARANT CONTROL PERIOD

4.1 Declarant Control. 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.

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

4.2.1 When seventy-five percent (75%) of all Lots planned for the Community have been conveyed to Owners other than the Declarant, or

4.2.2 When, at its discretion, the Class "B" Member so determines and memorializes the end of the Declarant Control Period in a signed writing, or

4.2.3 A period of ten (10) years passes since the date of recording.

4.3 Declarant Discretion. 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.

4.4 Declarant Turn-over. Notwithstanding the foregoing, and regardless of the length of the Declarant Control Period provided in this Article: (a) on or before one hundred eighty (180) days after the date on which seventy-five percent (75%) of the Lots planned for the Community have been conveyed to Owners other than Declarant or a builder purchasing Lots from Declarant for resale, at least one-third (1/3) of the positions on the Board will be offered for election by Owners other than Declarant; and (b) once ninety-five percent (95%) of the Community is built and occupied, Declarant will begin the process of turning over full control of the Association to the Owners and will complete that process within twelve

(12) months. Declarant will retain architectural review authority during the Declarant Control Period except as otherwise specified in this Declaration.

ARTICLE 5 - ASSESSMENTS

5.1 Assessments. Owners and Lots are subject to "Regular Assessments," "Special Assessments," and "Limited Assessments" (collectively, "Assessments"), together with any late charges, interest, and costs of collection, including reasonable attorney's fees, as described in this Article.

5.1.1 Notwithstanding any provision to the contrary, Lots owned by the Declarant and held for sale in the ordinary course of development shall be exempt from regular annual assessments until the Lot is conveyed to an Owner other than the Declarant. The assessment obligation for each such Lot shall commence on the date of conveyance and shall be prorated for the remainder of that calendar year.

5.1.2 During the Declarant Control Period, Declarant shall fund any shortfall between the Association's actual operating expenses and the assessments and other income collected by the Association, excluding reserve contributions and extraordinary capital improvements unless otherwise approved by the Declarant.

5.2 Regular Assessment. Each Owner is responsible for his or her pro-rata share, as a "Regular Assessment," of the snow removal, road maintenance, fire pond maintenance, dust control, landscaping and weed control program, perimeter fence maintenance, HOA insurance, and bookkeeping described in this Declaration. All costs associated with any maintenance occurring on the Association's easements are included in the Regular Assessment. The Association may establish reserve accounts for long-term maintenance and capital repairs of common areas/easements, funded through the Regular Assessment. Assessment collection procedures are governed by this Article, the Bylaws, and Idaho law.

5.2.1 On a yearly basis, the Association shall compute the Regular Assessment against each Lot and notify the respective Owners of the same for the following year. Unless the Board designates otherwise, the Regular Assessment shall be paid in full during the fiscal year and shall be due on the first day of January of the calendar year.

5.2.2 Any installment or other portion of a Regular 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 the Regular Assessment in this capacity.

5.2.3 Failure to pay a Regular Assessment can result in a lien being placed on the Lot and/or additional legal action, as described below.

5.3 Special Assessments. If the Board determines that the Regular Assessment for a given fiscal year is or will be inadequate to meet the Association's expenses for that year, including a capital expense such as a capital improvement, equipment purchase, or major repair or replacement of a common area or Association-maintained improvement, the Board may levy a Special Assessment against each Owner and each Lot to collect the additional funds needed. A Special Assessment is levied and paid on the same basis as the Regular Assessment, except that the Board may, in its reasonable discretion, set a different

payment schedule for the Special Assessment. The Association will provide Owners with not less than fifteen (15) nor more than thirty (30) days' prior notice before any Board meeting held for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%).

5.4 Limited Assessments. Notwithstanding the foregoing, the Association may levy a Limited Assessment against a particular Owner and that Owner's Lot as described in Article 9 and Article 12 of this Declaration, including for the cost of corrective action taken by the Association, any fine validly imposed on the Owner, and the Association's attorney's fees and costs of enforcement. A Limited Assessment is due and payable as, and may be enforced by the Association in the same manner as, a Regular Assessment.

5.5 Financial Disclosures. The Association must provide an Owner and the Owner's agent, if any, a statement of the Owner's assessment account no more than five (5) business days after a written request is received by an appropriate agent of the Association, at no charge. On or before January 1 of each year, the Association must provide the Owners with a disclosure of fees that will be charged to an Owner for the coming calendar year, including any transfer fee; fees charged for the year following the disclosure will not exceed the amount disclosed. The Association must provide an Owner and the Owner's agent, if any, an updated financial disclosure no more than ten (10) business days after a written request and must provide all Owners an updated and reconciled financial disclosure within sixty (60) days of the close of each fiscal year.

5.6 Lien Priority. Any lien recorded under this Article or Article 12 will be subordinate to the lien of a first mortgage or deed of trust given in good faith and for value and recorded before the Association's claim of lien, but will otherwise have priority over liens or claims created after recordation of the Association's claim of lien, all as provided by applicable law.

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 of the plans. The Architectural Review Committee's approval or disapproval of plans and specifications will be conclusive and binding on all interested parties, provided the determination is made in good faith, in accordance with this Declaration, and is not applied in an arbitrary or discriminatory manner among similarly situated Owners.

ARTICLE 7 - ARCHITECTURAL REVIEW COMMITTEE (ARC)

7.1 Architectural Control. During the Declarant Control Period, the Architectural Review Committee shall consist of the Declarant, who may act directly or through one or more designees. Upon the end of the Declarant Control Period, the Board — as then constituted under Article 4 of this Declaration and

the Bylaws — will appoint the members of the Architectural Review Committee by resolution, consistent with the Bylaws, and will determine the Architectural Review Committee's number and size. The Board may act as the Architectural Review Committee itself, or may delegate the Architectural Review Committee's functions to a separate committee, in the Board's discretion. The Architectural Review Committee's composition accordingly transitions from Declarant control to Board control at the same point, and through the same Board succession process, as the Association's general governance under Article 4 — not through a separate election limited to the Architectural Review Committee.

7.2 Architectural Design Guidelines. The Board, acting directly or through the Architectural Review Committee as its designee, may adopt, amend, and repeal written Architectural Design Guidelines to implement and supplement the design, construction, and landscaping standards set forth in Articles 6, 8, and 9 of this Declaration, including the Architectural Review Committee Guidelines referenced in Article 9. The Architectural Design Guidelines may address matters such as plan-submission procedures and requirements, materials, colors, and landscaping specifications, and other matters within the Architectural Review Committee's authority under this Declaration, but may not lower, waive, or conflict with any requirement of this Declaration; in the event of a conflict, this Declaration controls. The Board will provide Owners with reasonable notice of the adoption of, or a material change to, the Architectural Design Guidelines, and a copy of the Architectural Design Guidelines then in effect will be made available to each Owner upon request, consistent with Article 2 of this Declaration.

ARTICLE 8 - DESIGN REVIEW

8.1 Architectural Design Review. The Architectural Review Committee shall endeavor to act upon all submitted plans and specifications within thirty (30) days of submission thereof to determine if the proposed used or development conforms to the requirements of this Declaration and any applicable architectural control guidelines or rules. The Architectural Review Committee may approve plans and specifications subject to this Declaration and any applicable Architectural Control Guidelines. The Architectural Review Committee's failure to act on the plans and specifications within the thirty (30) day period, or within any other period referenced in this Declaration or in the Architectural Design Guidelines adopted under Article 7, does not constitute approval, disapproval, or a waiver of the approval requirement, and no improvement is approved unless and until the Architectural Review Committee approves it in writing, to any conditions or modifications which the Architectural Review Committee determines to be necessary to ensure conformity with the requirements of these covenants. The Architectural Review Committee shall retain one set of plans and specifications.

8.2 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. Each Owner further agrees that the Declarant, the Association, the Association's Board, officers, and committee members (including the Architectural Review Committee), and their respective agents and employees (each, a "Released Party") are immune from personal liability to the Owner or any other person, and each Owner knowingly and voluntarily waives and releases each Released Party, for the Released Party's actions or failure to act with respect to this Declaration that does not constitute gross negligence or willful misconduct. The Association will indemnify, defend, and hold each Released Party harmless from any action, expense, loss, or damage caused by or resulting from the Released Party's actions or failure to act with respect to this Declaration, except for a Released Party's own gross negligence or willful misconduct. Neither the Declarant nor the Association will be liable to any Owner for, and each Owner releases the Declarant

and the Association from, any indirect, special, punitive, exemplary, incidental, or consequential costs, expenses, damages, or losses arising from or related to the Community, including the use of the fire control pond described in Article 10, except to the extent caused by the gross negligence or willful misconduct of the Released Party.

ARTICLE 9 - DEVELOPMENT AND RESTRICTIONS ON USE

9.1 Development and Use Restrictions. All construction, development or use shall conform to the following requirements:

9.1.1 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.

9.1.2 Residential Use. Every Lot is hereby restricted in use for residential purposes 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. Residential use also includes Short-Term Rentals only to the extent expressly permitted under Article 11 herein. No signs for purposes of advertising shall be permitted.

9.1.3 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.

9.1.4 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.

9.1.5 Construction and Architectural Guidelines. All Dwellings, improvements and landscaping on any Owner's Lot shall demonstrate thoughtful architectural design consistent with mountain modern or rustic mountain modern character, using quality materials, appropriate massing, and exterior finishes that complement the rural and scenic setting of Northern Lights Homesteads. All architectural designs, modern or traditional, must include design aspects that are architecturally interesting and 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.

9.1.5.1 No mobile home, manufactured home, used relocated structure, yurt, or temporary residential structure shall be permitted. Panelized, pre-cut, or modular construction components may be approved by the ARC if the completed structure meets all other architectural standards. 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.

9.1.5.2 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 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.

9.1.5.3 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.

9.1.5.4 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. All roof pitches are allowed as long as they provide adequate weather shedding faculties and are not architecturally unappealing, as determined by the Architectural Review Committee. Solar Collectors are governed exclusively by Article 9 of this Declaration, and specifically under 9.1.18.

9.1.5.5 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. In addition, all construction and any and all alterations thereto shall comply with all zoning and applicable laws of Teton County, Idaho.

9.1.5.6 Accessory Dwelling Unit Constructed Prior to Primary Dwelling. An Accessory Dwelling Unit may be constructed prior to the primary Dwelling only with prior written approval of the Architectural Review Committee. As a condition of approval, the Owner must submit plans for both the proposed primary Dwelling and the Accessory Dwelling Unit at the same time, including proposed building locations, elevations, rooflines, exterior materials, utilities, septic, driveway access, parking, and construction schedule.

The Architectural Review Committee may approve phased construction dates for the primary Dwelling and Accessory Dwelling Unit and may require completion of the primary Dwelling within an approved timeframe. Any Accessory Dwelling Unit constructed before the primary Dwelling must be located within the approved building envelope, comply with Teton County requirements, and satisfy the view-preservation requirements of Section 9.1.7.

An Accessory Dwelling Unit constructed prior to the primary Dwelling shall not establish, expand, or modify the protected Teton view corridor for the Lot. No Accessory Dwelling Unit shall be located, designed, or constructed in a manner that unreasonably obstructs another Owner's protected Teton view corridor.

Failure to construct the primary Dwelling within the approved timeframe may be treated as a violation of this Declaration and may result in enforcement under Article 12.

9.1.5.7 View Sensitive Landscaping. Owners are expected, and the Architectural Review Committee may require, view-sensitive landscaping along the western or uphill side of any Dwellings and any structures to soften the appearance of rooflines and building mass, enhance the natural beauty of the Property, and reduce visual impact for Lots located uphill or to the west. Such landscaping is not required to fully screen or conceal the structure, but shall be designed to complement the natural setting and shall not itself unreasonably obstruct protected Teton view corridors.

9.1.6 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 with 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.

9.1.7 View Preservation; Height Limitations; Building Locations. The approved building envelopes are a material design-control under this Declaration and are established for the purpose of protecting Teton view corridors within Northern Lights Homesteads. Each building envelope identifies the approved area on a Lot where any Dwelling, any accessory structure, and any other vertical improvements may be located in order to preserve protected view corridors toward the principal Teton peaks, including Mt. Owen, Grand Teton, Middle Teton, and South Teton.

For purposes of this Section, a "protected Teton view corridor" means the natural, direct view toward the principal Teton peaks from the primary living area of an existing Dwelling, or from the approved building envelope before a Dwelling is constructed, taking into account the natural topography of the Property, lot elevation, building location, roofline, structure height, approved building envelopes, Teton County height limitations, and applicable setback requirements.

Because the Property contains natural elevation changes and rolling topography, an approved Dwelling or structure on a lower-elevation Lot may be visible in the foreground of another Owner's view toward the Tetons. Such visibility shall not, by itself, constitute an unreasonable obstruction of a protected Teton view corridor. The purpose of the building envelopes is not to guarantee that no structure will ever be visible between an Owner's Lot and the Tetons, but to preserve, to the greatest extent reasonably possible, each Owner's protected view corridor toward the principal Teton peaks. It is not guaranteed that no structure will ever be visible between an Owner's Lot and the Tetons.

All Dwellings, accessory structures, and other improvements requiring Architectural Review Committee approval shall be located within the approved building envelope for the Lot, unless otherwise approved in writing by the Architectural Review Committee. In reviewing any proposed improvement, the Architectural Review Committee shall consider building location, finished grade, structure height, roofline, massing, topography, applicable setback requirements, and the effect of the proposed improvement on neighboring Lots' protected Teton view corridors.

No building or structure shall be located, designed, or constructed in a manner that unreasonably obstructs another Owner's protected Teton view corridor. Construction within an approved building envelope, consistent with Architectural Review Committee approval and approved plans, shall be deemed compliant with the view-preservation requirements of this Section. If the Board or the Architectural Review Committee approves construction or improvements pursuant to the terms of this Declaration, and the construction or improvements are consistent with such approval, then the construction or improvements will be deemed compliant with this Article 9.

9.1.8 Setback Requirement for Improvements. All structures shall be set back a reasonable distance from the Lot line and follow applicable Teton County standards (forty (40) feet in front and, thirty (30) feet on sides and back) and obtain the required approval thereof from, and at the discretion of, the Architectural Review Committee.

9.1.9 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.

9.1.10 Construction Management. The burning of construction debris within the Lot is prohibited. During construction, fencing must be installed around the perimeter of each building site to prevent debris from blowing onto adjacent lots. Owners and their builders are responsible for keeping construction sites orderly and preventing debris, mud, sediment, concrete washout, trash, or construction materials from entering subdivision roads, drainage areas, Common Areas, or agricultural ground. The Architectural Review Committee or Board may adopt reasonable construction rules regarding construction hours, contractor parking, portable toilets, dumpsters, dust and mud control, road cleaning, erosion control, and temporary material storage. Owners must repair any damage done to roads or other improvements in connection with their work on the Property and any required cleanup or repair may be charged to the Owner as a Limited Assessment.

9.1.11 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.

9.1.12 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. Notwithstanding the foregoing, such a structure may be used for visitation purposes for a

maximum of ninety (90) days per calendar year.

9.1.13 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.

9.1.14 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. Dogs and cats shall be allowed to roam free until it proves a disturbance, danger or nuisance to other Lot Owners. Owners are responsible for picking up after their pets. Notwithstanding the limitations on Household Pets set forth above, assistance animals are welcome in the community in accordance with the Fair Housing Act (42 USC §3601, *et seq.*, as amended), the Idaho Human Rights Act, and other applicable law, and are not subject to the numerical or breed limitations otherwise applicable to Household Pets. Livestock are permitted on an Owner's Lot, but are limited to only horses, llamas, alpacas, goats, sheep, and/or chickens, and such livestock may be kept for non-commercial purposes, and up to the maximums listed and as described in the table below. Any Owner having or maintaining livestock on their Lot shall not allow such livestock to cause, create or be any kind of nuisance or unreasonable disturbance to any other Lot Owner.

<u>Animal</u>	<u>Limitations</u>
Horses/llamas/alpacas	A cumulative total of up to three (3) animals total per Lot (except this numerical limit shall not apply to the 20-acre lot, Lot 9). for personal, non-commercial use, with ARC-approved fencing, containment, shelter, and manure management.
Goats/sheep	A cumulative total of up to two (2) animals total per Lot (except this numerical limit shall not apply to the 20-acre lot, Lot 9) for personal, non-commercial use, with ARC-approved fencing, containment, shelter, and manure management.
Cattle/Pigs	Prohibited
Hens	Up to six (6) hens per Lot (except this numerical limit shall not apply to for the 20-acre lot, Lot 9), with ARC-approved coop/run design and location. No roosters are allowed. Hens must be contained so as to not encroach, trespass, create odor, or any other nuisance.

9.1.15 Duty to Maintain. The Northern Lights Homesteads is intended to preserve a rural, open-space and agriculturally supportive character. As of the date of execution of this Declaration, many of the undeveloped areas within Northern Lights Homesteads are leased and

maintained by a local farmer. Owners are not expected to become farmers themselves. Owners may choose to keep undeveloped portions of their Lots in agricultural use, pasture, native meadow, or weed-controlled open space, and may coordinate with an agricultural lessee, neighboring Owners, or the Association if they wish to continue the undeveloped, agricultural use, pasture, native meadow or weed-controlled open space use. 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 and value 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.

9.1.15.1 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 9.1.7. Owners are responsible for maintaining said trees on their Lot(s).

9.1.15.2 Refuse, garbage and trash shall be always kept in a covered container, and any such container shall be kept within an enclosed structure. Service areas, storage piles, and compost piles should be appropriately screened from view. No lumber, grass, shrubs 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 and/or kept in a manner that is not screened from view.

9.1.15.3 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, the actual, reasonable cost of the cleanup will be charged to the Owner as a Limited Assessment against the Lot, and the Association may pursue a lien and any fine in accordance with the enforcement and fines provisions of Article 12 and applicable law.

9.1.16 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.

9.1.17 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.

9.1.18 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, or accessory building and shall not be free-standing.

9.1.18.1 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. Notwithstanding the foregoing, rooftop Solar Collectors on a rooftop that is owned, controlled, and maintained by the Owner are permitted. Free-standing solar systems remain subject to Architectural Review Committee approval.

9.1.18.2 The Architectural Review Committee may determine the specific location where rooftop Solar Collectors may be installed so long as installation is permitted with an orientation to the south or within forty-five (45) degrees east or west of due south, and may adopt reasonable rules consistent with an applicable building code requiring that panels or collectors be parallel to a roofline, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material.

9.1.19 Political Signs. Notwithstanding anything to the contrary in this Declaration, an Owner may display a political sign (a fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure) on the Owner's Lot. The Association may adopt reasonable rules, regarding the time, size, place, number, and manner of display of political signs, and may remove a political sign that is placed in a Common Area, threatens public health or safety, violates applicable law, or is accompanied by sound, music, or other attached materials.

9.1.20 Flags. Notwithstanding anything to the contrary in this Declaration, an Owner may display the flag of the United States of America, the flag of the State of Idaho, the POW/MIA flag, or an official or replica flag of any branch of the United States armed forces. The Association may adopt reasonable rules governing the size, number, and location of flagpoles and flags consistent with that section, including requiring compliance with applicable zoning ordinances, easements, and setbacks of record.

9.1.21 Antenna; Satellite Dishes. The restrictions in this Declaration will not be applied so as to unreasonably delay or prevent installation, maintenance, or use of, unreasonably increase the cost of installation, maintenance, or use of, or preclude reception of an acceptable quality signal by, a direct broadcast satellite dish one meter or less in diameter, an antenna used to receive video programming, or a mast supporting such a device, to the extent required by applicable law, including the Federal Communications Commission's Over-the-Air Reception Devices rule. The Architectural Review Committee may require reasonable screening and placement consistent with that rule.

9.1.22 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. Per Teton County regulations, an Owner is permitted to irrigate up to one-half (0.5) acre of a Lot.

9.1.23 Septic Systems. 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.

9.1.23.1 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.

9.1.23.2 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 (gpd/day)	IDAPA 68.01.03 MAX BEDROOMS	LOT #	EFFLUENT N CONCENTRATION (mg/L)	SEPTIC TANK FLOW (gpd/day)	IDAPA 68.01.03 MAX BEDROOMS
1	45	359	5	10	45	904	18
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	6
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	626	10
6	10	1735	30 +	15	10	1817	30 +
7	45	412	6	16	45	364	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	1785	30 +				
9	27	2554	30 +				
9	10	7383	30 +				

9.1.24 Irrigation and Drainage. Owners shall adhere to the Idaho Statutes, to include following code Title 42 Irrigation and Drainage where applicable, and to include Idaho Code § 42-1204. Buying a Lot in Northern Lights Homesteads HOA, Inc. subdivision does not inherently grant an Owner any water rights.

9.1.25 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. Any toilet used during construction must be screened from view of other Owners' Lots, must be of a storage type, and must be serviced on an as-needed basis.

9.1.26 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.

9.1.27 Fencing. Open spaces are preferred. However, if a fence is necessary (pens, containment, privacy, etc.), then 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 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.

9.1.28 Landscaping. 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. The residential Lots shall remain undisturbed and left in agricultural use, pasture, native meadow or weed-controlled open space use until development begins.

9.1.29 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. If 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. The actual, reasonable cost of the weed eradication will be charged to the Owner as a Limited Assessment against the Lot if the Owner does not reimburse said weed control costs, and the Association may pursue a lien and any fine in accordance with the enforcement and fines provisions of Article 12 and applicable law. The Architectural Review Committee may implement a weed abatement program for the Subdivision, and with related rules, regulations

and/or guidelines, when development begins and at the time of road reclamation.

ARTICLE 10 - COMMON AREA AND EASEMENTS

10.1 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 United States Postal Service requirements.

10.2 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. 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. No additional easements can be granted or sold by Lot Owners to other parties.

10.3 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, 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.

10.4 Pond and Recreational Amenity Use; Rules; Assumption of Risk and Release. The Fire Control Pond, together with any beach, path, or other access area now or hereafter constructed in connection with it (collectively, the “Pond Area”), is a Common Area maintained primarily for fire-suppression purposes. Recreational use of the Pond Area is a secondary permissive use only; it is not a warranted or guaranteed amenity of the Subdivision and is at all times subject to this Article 10 and to the rules described below.

10.4.1 Private Amenity; Permitted Users. The Pond Area is a private amenity for the use of Owners, residents of the Subdivision, and their guests, and is not open to the public. A guest may use the Pond Area only while physically accompanied by the Owner or resident sponsoring that guest unless the Board’s rules provide otherwise.

10.4.2 Rules and Restrictions. The Board may adopt, and amend from time to time, supplemental rules governing the Pond Area, including hours of use, permitted and prohibited activities, maximum occupancy, required signage, guest limitations, use of paddle boards or other nonmotorized recreational equipment, environmental protections, quiet enjoyment standards, emergency procedures, and whether and when swimming, boating, fishing, or ice skating is permitted (skating or foot traffic on the pond ice is prohibited unless the Board has posted that season’s ice as safe for that use). Such rules are enforceable as if set forth in this Declaration and under the Association’s Enforcement and Fine Policy adopted under Article 2.

10.4.3 Prohibited Activities. Unless otherwise authorized in advance by the Association, the following are prohibited within the Pond Area: diving; motorized watercraft; reckless or unsafe behavior; use during hazardous weather or unsafe conditions; unauthorized nighttime use; commercial activities or public events, including swim lessons or other instruction for profit;

destruction of landscaping or natural features; discharge of contaminants or hazardous materials into the Pond; and glass or other breakable containers. Any activity that unreasonably interferes with the quiet enjoyment, safety, or welfare of other Owners or residents is likewise prohibited. The Association may adopt additional restrictions as it deems necessary.

10.4.4 No Lifeguard or Supervision. No lifeguard, attendant, or other supervision will be provided in the Pond Area unless the Board affirmatively decides to provide one. Each person using the Pond Area is responsible for their own safety and, as may be applicable, for supervising, and being responsible for the safety of, any accompanying minor. Any person using or entering the Pond Area shall be accompanied by another person that is fully capable of providing lifesaving aid at all times. The Association has no duty to supervise activity in or at the Pond Area and the Association does not provide any water-rescue services.

10.4.5 Guest, Tenant, and Short-Term Rental Use. An Owner is responsible for the Pond Area conduct of that Owner's family, guests, invitees, and tenants, including any Short-Term Rental occupant under Article 11, to the same extent as for the Owner's own conduct. An Owner renting a Lot or Dwelling as a Short-Term Rental must provide the renter with a copy of the Pond Area rules before or at check-in. The Association may suspend an Owner's, tenant's, or renter's access to the Pond Area, after notice and an opportunity to be heard consistent with Article 12, for a violation of this Section or the Pond Area rules.

10.4.6 Swim at Own Risk; Ability to Swim. Use of the Pond Area for swimming is at each swimmer's own risk. A person who cannot swim independently and safely may enter the water only while accompanied at all times by another capable swimmer who is ready, willing, and able to rescue and aid that person. No person should swim alone.

10.4.7 Assumption of Risk. Each Owner, on behalf of that Owner and that Owner's family, guests, invitees, and tenants, acknowledges that the Pond Area is not a constructed, filtered, or chemically-treated swimming pool and that its use carries risks not present in such a pool, including variable and unmarked water depth, an uneven or soft bottom, aquatic vegetation and wildlife, cold water and sudden temperature change, absence of water treatment or filtration, and seasonal ice that may be unsafe to walk or skate on regardless of its appearance. Use of the Pond Area also carries the risk of drowning, slips and falls, adverse weather conditions, the recreational activities of other users, and delayed emergency response due to the Subdivision's rural location. Each such person voluntarily assumes all risk of injury, death, or property damage arising from entry onto or use of the Pond Area.

10.4.8 Release and Indemnification. To the fullest extent permitted by Idaho law, each Owner, on behalf of that Owner and that Owner's family, guests, invitees, and tenants, releases and holds harmless the Association, its Board, officers, and committee members (including the Architectural Review Committee), and the Declarant, and the Association's managers, employees, contractors, and agents, from and against any claim, loss, damage, or liability arising from use of the Pond Area, except to the extent caused by the gross negligence or willful misconduct of the party released. Each Owner further agrees to indemnify and hold the Association harmless from any claim brought by that Owner's guest, invitee, or tenant arising from that person's use of the Pond Area.

10.4.9 No Warranty; Right to Restrict or Close. The Association makes no warranty or representation regarding the safety, water quality, or condition of the Pond Area and does not warrant that it is suitable or safe for swimming or any other recreational use at any given time. The Board may temporarily or permanently restrict, condition, or close all or part of the Pond Area to protect health, safety, water quality, or ice conditions, to preserve the pond's fire-suppression function, or for maintenance or repair, without liability to any Owner, guest, invitee, or tenant.

10.4.10 Insurance. The Association shall maintain commercial general liability insurance covering the Pond Area in an amount the Board determines adequate from time to time. Each Owner is encouraged to maintain personal liability insurance, such as under a homeowner's or umbrella policy, extending to that Owner's guests, invitees, and tenants.

10.4.11 Enforcement. A violation of this Section or of the Pond Area rules is enforceable under Article 12, including through suspension of Pond Area access, a fine or Limited Assessment, the lien described in Article 12, and injunctive relief.

10.4.12 Waivers and Acknowledgments. As a condition of Pond Area access, the Board may require an Owner, resident, guest, or tenant to sign a waiver, release, or acknowledgment of the Pond Area rules, in a form the Board approves. An Owner must ensure that the Owner's guests and tenants, including any Short-Term Rental occupant, comply with this requirement before using the Pond Area.

10.4.13 Signage. The Association may post signage at the Pond Area stating that no lifeguard is on duty, identifying some Pond Area rules, and providing location and emergency-contact information. Use of the Pond Area in violation of posted signage is a violation of this Declaration.

10.5 Subdivision of Lots. No Lots within the Northern Lights Subdivision may be further divided.

ARTICLE 11 - LEASES AND RENTAL AGREEMENTS

11.1 Leasing Subject to Declaration. 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.

11.2 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.

11.3 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. 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.

11.4 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 short-term 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 short-term renters the following conditions will apply to Owners wishing to offer their homes as rentals.

11.4.1 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, this Declaration, and any applicable Association rules. "Short-Term Rental" shall mean occupancy for a period of less than thirty (30) consecutive days. "Short-Term Rental" also includes any rental of a Lot or Dwelling, regardless of length, if the occupants are provided customary hotel services, including maid service, furnishing, laundry, or linen.

11.4.2 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.

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

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

11.4.5 Certificate of Insurance. A Certificate of Insurance shall be required of the Owner wishing to rent their homes as a short-term rental naming the Association as additionally insured to protect the subdivision from damage or liability caused by renters.

11.4.6 Owner in Good Standing. As a condition for using any Lot for a Short-Term Rental, an Owner must be in good standing with the covenants, conditions, restrictions, limitations, and uses contained in this Declaration. Owners agree in writing, at the time of acquiring any interest in their Lot, that any rental rights described or otherwise provided for in this Declaration can be temporarily, and possibly permanently, revoked by the Association if the Owner(s) do not remain in good standing and maintain compliance with this Declaration and any related rules, regulations and/or guidelines.

11.5 Short-Term Rental Rules. In addition to the provisions set forth in this Article, the Board may adopt additional reasonable rules and regulations governing the manner, timing, frequency, occupancy, and other conditions of Short-Term Rental activity on a Lot.

11.6 Approved Rental Platforms and Property Management Agencies. An Owner renting a Lot or Dwelling as a Short-Term Rental must be in good standing with, and list the rental through, a rental or property management agency approved in writing by the Association. The following agencies are

approved as of the date of this Declaration: VRBO®, Airbnb, Inc., Teton Valley Property Management, PMI Grand Tetons, and Wydaho Property Management. The Board may approve additional agencies, or withdraw approval of a listed agency, from time to time.

11.7 Required Short-Term Rental Documentation

Prior to offering any Lot or Dwelling as a Short-Term Rental, and annually thereafter, the Owner shall provide the Association with: (1) a current Certificate of Insurance naming the Association as an additional insured; and (2) proof of use of an Association-approved rental platform, property management agency. Failure to provide or maintain the required documentation may result in suspension or revocation of Short-Term Rental privileges and rights, in addition to any and all other remedies available to the Association.

11.8 Enforcement of this Article. In addition to the remedies described in Article 12, an Owner who rents a Lot or Dwelling as a Short-Term Rental without complying with this Article, including without paying the license fee described above, is subject to a \$1,000 penalty, which the Association may collect as a Limited Assessment and secure by a lien against the Lot, consistent with Article 12.

ARTICLE 12 - COVENANTS DURATION, AMENDMENTS, AND ENFORCEMENT

12.1 Severability. Any decision by a Court of competent jurisdiction invalidating any part, paragraph, section or article of this declaration shall be limited to the part, paragraph, section or article affected by the decision of the Court, and the remaining parts, paragraphs, sections and articles, and the covenants, conditions and restrictions therein, shall remain in full force and effect.

12.2 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.

12.3 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, this Declaration may be amended only by a written instrument setting forth the amendment, signed and acknowledged by the President and Secretary of the Association certifying that the amendment has been approved by the vote or written consent of Owners representing at least sixty-six percent (66%) of the total voting power of the Association, which amendment will be effective upon recordation in the real property records of Teton County, Idaho. No amendment will operate to defeat or impair the lien or other rights of a mortgagee under a Mortgage made in good faith and for value and recorded before the amendment; a Lot will remain subject to this Declaration, as amended, following any foreclosure of such Mortgage.

12.4 Violations; Enforcement; Liens; Costs. The covenants, conditions, restrictions, and requirements set forth in this Declaration are enforceable by the Association, acting through its Board, which may pursue any and all available legal remedies, to include declaratory relief, injunctive relief, and recovery of costs and reasonable attorneys' fees for any violation; provided, the Architectural Review Committee retains sole authority over architectural and design-review determinations under Articles 6 through 8. Each Owner designates the Association as the Owner's agent for purposes of Idaho's mechanic's lien statute (Idaho Code § 45-501), and each laborer, material supplier, or other person who performs corrective work on an Owner's Lot at the direction of the Association will have a mechanic's lien against

**AMENDED AND RESTATED DECLARATION FOR
NORTHERN LIGHTS SUBDIVISION**

the Lot for that work.

12.4.1 A "Limited Assessment" against a particular Owner's Lot consists of: (a) the actual, reasonable cost incurred or estimated to be incurred by the Association in connection with correcting a violation of this Declaration, including any cleanup, weed abatement, or other corrective action described herein; (b) any fine validly imposed on that Owner under this Section following a Levy Meeting; and (c) the Association's actual attorney's fees and costs incurred in enforcing this Declaration against that Owner. Each Limited Assessment is due and payable as provided in Article 5 and may be enforced by the Association, including through the lien described below, in the same manner as any other Assessment.

12.4.2 No fine may be imposed for a violation of this Declaration unless the Board first votes to impose the fine at a regular or special meeting of the Board or the Association (a "Levy Meeting"), the Owner is provided at least thirty (30) days' advance written notice of the Levy Meeting by personal service or certified mail at the Owner's last known address, and the Owner has an opportunity to respond before the Levy Meeting. The amount of any fine will be determined in accordance with the schedule of fines set forth in the Association's Enforcement and Fine Policy, as adopted and amended by the Board from time to time under Article 2 of this Declaration; this Declaration does not set, and will not be amended to set, a fixed-dollar fine amount or fine schedule.

12.4.3 No fine will be imposed if the Owner begins resolving the violation before the Levy Meeting and continues to address it in good faith until fully resolved. No portion of any fine will be used to increase the compensation of any Board member or agent of the Board.

12.5 Personal Obligation and Lien Enforcement. Each Assessment, to include any Limited Assessment (including any related fine and attorney's fees and costs component described in this Declaration), together with any interest, late charges, and costs of collection, to include any related attorney's fees and costs, is the personal obligation of the Owner. Upon recordation of a claim of lien by the Association, such claim of lien constitutes a continuing lien upon the Lot in favor of the Association until paid, in addition to, and not in lieu of, any other lien available to the Association. The Association may enforce a lien recorded under this Article in any manner permitted by this Declaration and applicable law, including foreclosure, subject to the lien-priority provisions of Article 5.

12.6 Notices. Any notice required or permitted under this Declaration will be in writing and may be delivered personally, by electronic mail, or by U.S. mail to the address the Owner has provided to the Association. Each Owner is responsible for ensuring the Association has the Owner's current mailing address, electronic mail address, and telephone number. Notice by U.S. mail will be deemed received three (3) business days after posting.

12.7 The Right to Farm Act. Idaho Code Title 22 Chapter 45, §§ 22-4501 *et seq.*, is hereby made a part of this Declaration.

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

//intentionally blank; signature page to follow//

ALPENGLOW DEVELOPMENT, LLC

BY: *Anne Campbell*
Anne Campbell, Member

BY: *Tony Campbell*
Tony Campbell, Member

STATE OF WASHINGTON)
) ss Richland
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 24th day of September, 2016 by
Tony Campbell and Anne Campbell Member of Alpenglw Development, LLC.

MY COMMISSION EXPIRES: April 25th 2029

Melissa Harvey

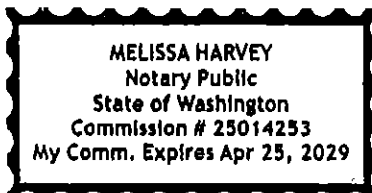


EXHIBIT "A"

LOCAL INFORMATION
 PLANNING AND ZONING DEPARTMENT
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202

GENERAL COMMENTS
 THE PLANNING AND ZONING DEPARTMENT HAS REVIEWED THE SUBDIVISION MAP AND FINDS IT TO BE IN CONFORMANCE WITH THE PLANNING AND ZONING ORDINANCES OF THE CITY OF DENVER. THE SUBDIVISION MAP IS IN CONFORMANCE WITH THE PLANNING AND ZONING ORDINANCES OF THE CITY OF DENVER.

PLANNING AND ZONING DEPARTMENT
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202

STREETS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202

FINAL PLAT
NORTHERN LIGHTS
 BEING ALL THE OF NE 1/4 NE 1/4, SECTION 26 AND ALL OF THE NW 1/4 NW 1/4
 SECTION 27, TOWNSHIP 6 NORTH, RANGE 45 E, 3M TETON COUNTY, IDAHO

LOCATION MAP

SITE

PLANNING AND ZONING DEPARTMENT
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202

STREETS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202

PLANNING AND ZONING DEPARTMENT
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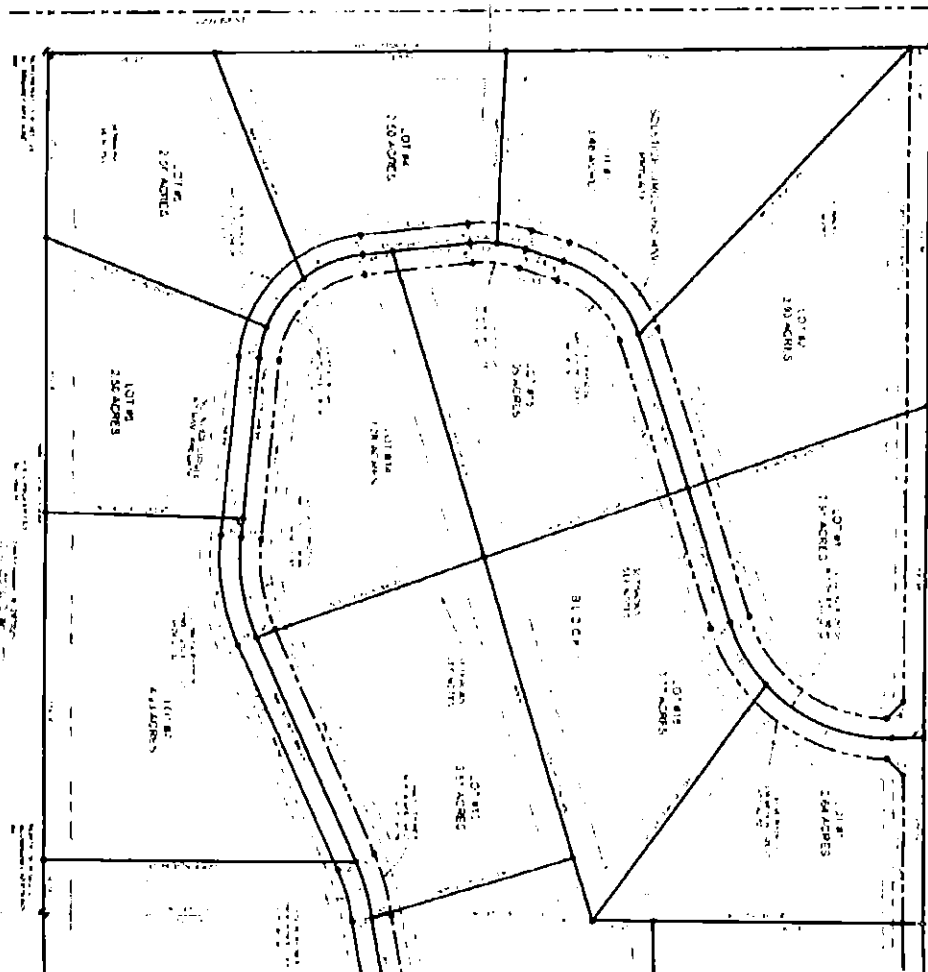
PLANNING AND ZONING DEPARTMENT
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BEING ALL THE OF NE 1/4 NE 1/4 SECTION 2A AND ALL OF THE NW 1/4 NW 1/4 SECTION 27 "OWNSHIP 6 NORTH - RANGE 45 E. BY TETON COUNTY IDAHO



NOTES

[illegible]

1. The first group of people who are interested in the study of the history of the United States are the people who are interested in the history of the United States. This group of people is interested in the history of the United States because they want to know more about the country they live in. They want to know about the people who lived in the United States and about the events that happened in the United States. They want to know about the things that made the United States what it is today. They want to know about the people who helped to build the United States and about the things that they did. They want to know about the history of the United States because they want to know more about the country they live in.

1. **RESEARCH**
 2. **TECHNICAL**
 3. **MANAGEMENT**
 4. **ADMINISTRATIVE**
 5. **FINANCIAL**
 6. **LEGAL**
 7. **MARKETING**
 8. **OPERATIONS**
 9. **SALES**
 10. **SUPPORT**
 11. **TRAINING**
 12. **DEVELOPMENT**
 13. **INFORMATION**
 14. **SYSTEMS**
 15. **SECURITY**
 16. **COMPLIANCE**
 17. **ENVIRONMENTAL**
 18. **SAFETY**
 19. **HEALTH**
 20. **WELFARE**
 21. **QUALITY**
 22. **CONTROL**
 23. **INTEGRITY**
 24. **TRANSPARENCY**
 25. **ACCOUNTABILITY**
 26. **ETHICS**
 27. **INNOVATION**
 28. **CREATIVITY**
 29. **PROBLEM-SOLVING**
 30. **TEAMWORK**
 31. **COMMUNICATION**
 32. **LEADERSHIP**
 33. **ORGANIZATION**
 34. **PLANNING**
 35. **IMPLEMENTATION**
 36. **EVALUATION**
 37. **IMPROVEMENT**
 38. **ADAPTABILITY**
 39. **RESILIENCE**
 40. **PERFORMANCE**
 41. **PRODUCTIVITY**
 42. **EFFICIENCY**
 43. **EFFECTIVENESS**
 44. **INFLUENCE**
 45. **POWER**
 46. **STATUS**
 47. **REPUTATION**
 48. **IMAGE**
 49. **BRAND**
 50. **IDENTITY**
 51. **VALUES**
 52. **MISSION**
 53. **VISION**
 54. **GOALS**
 55. **OBJECTIVES**
 56. **STRATEGIES**
 57. **TACTICS**
 58. **TOOLS**
 59. **TECHNIQUES**
 60. **PROCEDURES**
 61. **POLICIES**
 62. **PROCESSES**
 63. **SYSTEMS**
 64. **STRUCTURES**
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[illegible]

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4. STATE
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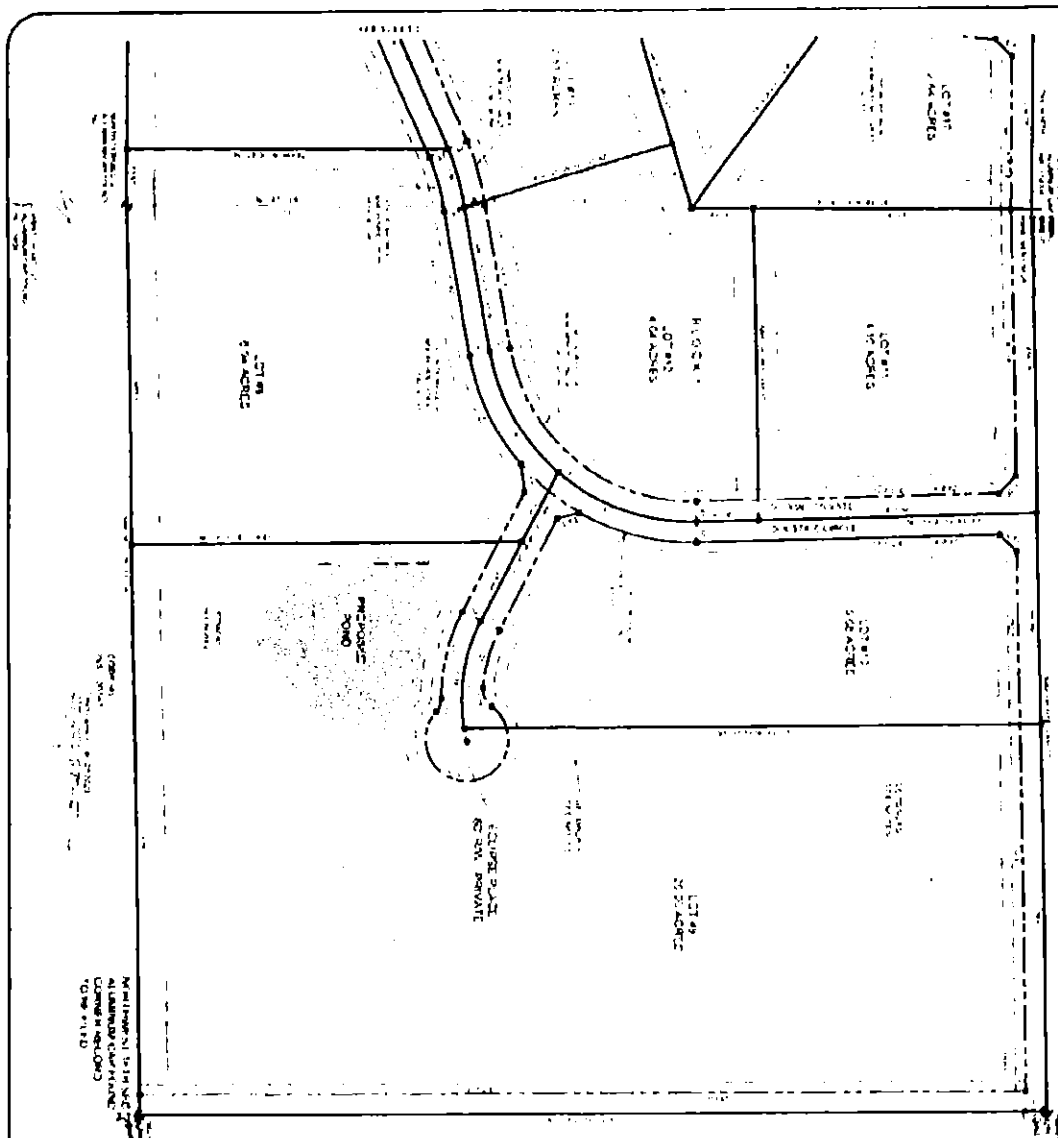
WARNING

SURVIVE FOR THE CRIMINAL

1. The first step in the process is to identify the problem. This involves gathering information about the situation and determining what needs to be done.

TRINITY VIEW SOCIETY

BEING ALL THE OF NE 1/4 NE 1/4 SECTION 28 AND ALL OF THE NW 1/4 NW 1/4 SECTION 27 TOWNSHIP 2 NORTH RANGE 45 E BY TETON COUNTY IDAHO

[illegible]

REMARKS

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

2. The second step is to gather relevant information and data. This can involve research, consultation with experts, or collecting data from various sources.

3. The third step is to analyze the information and data collected. This involves identifying patterns, trends, and relationships that can help in understanding the problem.

4. The fourth step is to develop a solution or answer. This involves applying the knowledge and skills gained from the previous steps to create a response that addresses the problem.

5. The fifth step is to evaluate the solution or answer. This involves checking the results against the original problem and requirements to ensure that the solution is effective and accurate.

6. The sixth step is to communicate the solution or answer. This involves presenting the findings in a clear and concise manner that is easy for others to understand.

7. The seventh step is to reflect on the process and results. This involves thinking about what was learned from the experience and how it can be applied to future problems.

8. The eighth step is to document the process and results. This involves creating a record of the work done, including the data collected, the analysis performed, and the solution developed.

9. The ninth step is to review the documentation. This involves checking the documentation for accuracy and completeness, and making any necessary corrections.

10. The tenth step is to archive the documentation. This involves storing the documentation in a secure and accessible location for future reference.

SUPPLEMENT CONTRACT

TIGON VIEW SUPPLYING