

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS****FOR SHOOTING STAR RANCH SUBDIVISION****AMENDED AS OF FEBRUARY 26, 2018****TABLE OF CONTENTS**

<u>Section</u>	<u>Page No.</u>
1 Purpose	2
2 Declaration	2
3 Definitions	2
4 The Association	3
5 Association – Board of Directors	4
6 Financial Operations	5
7 Rules and Regulations	8
8 Enforcement	12
9 Amendment – Variance	13
10 Design Guidelines and the Design Committee	14
11 Term	20
12 Amendment By Owners	20
13 Effect of Amendment	21
14 Notices	21
15 Right of Enforcement	21
16 Violations and Nuisances	21
17 Remedies Cumulative	21
18 Non-Waiver	21
19 Interpretation	21
20 Restrictions Severable	22
21 Successors and Assigns	22

SHOOTING STAR RANCH SUBDIVISION
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the "Covenants") is made as of the 26th day of February, 2018. These Covenants will bind and encumber that certain real property known as Shooting Star Ranch Subdivision and is more particularly described as Phase 1 and Phase 2 of the Shooting Star Ranch Subdivision as the same is depicted in the Phase 1 Plat of the Shooting Star Ranch Subdivision recorded as instrument number 112687 on April 26, 1993 and the Phase 2 Plat of the Shooting Star Ranch Subdivision recorded as instrument number 118447 on December 14, 1997.

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

WHEREAS: The Declarants declared certain covenants, conditions, and restrictions regulating and controlling the use of the Property on April 13, 1993, which were duly recorded in the land records of the County Clerk for Teton County, Idaho on April 26, 1993;

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

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

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

WHEREAS: The Shooting Star Ranch Homeowners Association, Inc., as represented by the Board, executed an Amended and Restated Declaration on February 13, 2010, which were duly recorded in the land records of the County Clerk for Teton County, Idaho on April 23, 2010 as Instrument #210854;

WHEREAS: The requisite approval for amendment having been obtained as of February 26, 2018, in accordance with the Amended and Restated Declaration dated April 23, 2010 as Instrument # 210854.

NOW THEREFORE, the Amended and Restated Declaration dated February 13, 2010, which were duly recorded in the land records of the County Clerk for Teton County, Idaho on April 23, 2010 as Instrument #210854, are hereby Amended and Restated as follows:

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

- G. "Owner" shall mean one or more persons or entities who hold the record title to a Lot, including a contract purchaser.
 - H. "Principal Residence" shall mean the single family residential structure, constructed on any Lot of the property, which is the principal use of such Lot, and to which other authorized structures on such Lot are accessory.
 - I. "Property" shall mean Phase 1 and Phase 2 of the Shooting Star Ranch Subdivision as the same is depicted in the Phase 1 Plat of the Shooting Star Ranch Subdivision recorded as instrument number 112687 on April 26, 1993 and the Phase 2 Plat of the Shooting Star Ranch Subdivision recorded as instrument number 118447 on December 14, 1997 and such additions as may be brought within the jurisdiction of the Association.
 - J. "Structure" shall mean anything built or placed on the ground.
 - K. "Building envelope" shall mean the portion of a Lot, which is a contiguous area as identified on the subdivision plat of the property, upon which all buildings and outbuildings must be constructed.
 - L. "Shooting Star Ranch" shall mean the subdivision or development known as Shooting Star Ranch Subdivision.
4. The Association. The Association is the Idaho non-profit corporation established for the purpose of administering and enforcing the provisions of this Declaration and the provisions of all covenants applicable to all filings of the Shooting Star Ranch Subdivision.
- A. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to each Lot, and shall not be subject to severance from the ownership of such Lot. Each Owner shall be entitled to one (1) membership.
 - B. Voting. Each member shall have one (1) vote to cast upon any matter to be decided by a vote of the members. If there is more than one (1) person or entity owning a Lot, the vote of such member shall be cast as determined by the owners of such Lot. In the event of any dispute among joint owners of a Lot, the Board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such member's vote.
 - C. Authority of Board. The Association shall have all the powers of a

corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and these Covenants. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under these Covenants, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets and affairs and the performance of the other responsibilities herein assigned.

5. Association-Board of Directors. The Association is an Idaho non-profit corporation, formed to administer and enforce the provisions of this Declaration.
 - A. Authority and Duties. Pursuant to the powers and authority vested in it by Idaho statute and by the Articles of Incorporation and Bylaws of the Association, the Board shall be responsible for the enforcement and administration of the requirements of this Declaration and shall issue building permits, contract for and supervise common services, enforce the development and use regulations, and take all other actions necessary to administer and enforce this Declaration.
 - B. Legal Status. The Lot Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of, bank accounts shall be opened, and suit shall be brought and defended by the Association through the Board of Directors on behalf of, and as agent for, the Lot Owners in the manner specified by this Declaration, the Bylaws, or applicable law.
 - C. Meetings. The Board shall call and conduct the annual meeting of Lot Owners, at which time expiring or vacant director(s)' terms shall be filled, the annual budget for services shall be presented, and such other business shall be conducted as brought before the meeting by the Design Committee or the Owners of Lots as is necessary to administer and enforce this Declaration as provide in the Articles and Bylaws.
 - D. Design Guidelines. The Board shall have the authority to adopt design guidelines for the Design Committee to carry out the purpose and intent of this Declaration, to protect the property values of Lot Owners, and to ensure that incompatible development does not occur. All Lot use and Development shall conform to any design guidelines adopted by the Board, in addition to the provisions of this Declaration.

- E. Limitation of Liability. Members of the Board and their agents and employees acting in good faith on behalf of the Association: (1) shall not be liable to the Lot Owners as a result of their activities for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith; (2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; and (4) shall have no personal liability arising out of the use, misuse, or condition of the Property which might in any way be assessed against or imputed to them as a result of, or by virtue of, their capacity as such.

6. Financial Operations.

A. Reporting and Budget

- i. Reporting. The Board shall prepare annual financial statements which shall include a Balance Sheet, Performance of Collections Less Expenses versus Budget, and an accounting of the Levies collected from the Common Well Lot owners in a 'Cash Flow of Common Well Lots Fund' report. These statements shall report on the accrual versus the cash method of accounting. These reports shall be made for the twelve-month fiscal operating period of July 1 to June 30 each year.
- ii. Budget. The Board shall prepare an annual budget and submit annual statements to each Lot Owner.

B. Dues, Levies, and Special Assessments.

- i. All Dues, Levies, and Special Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the property and for the improvement and maintenance of properties, including but not limited to, common road maintenance, utility line maintenance, water line and fire hydrant maintenance, weed control, subdivision perimeter fencing, if any, secretary or clerk's wages, mailing costs, filing fees, and any and all other expenses incurred by, or related to, and authorized by the Association. Excepting Levies for the community water system, Dues and Special Assessments must be fixed at a uniform rate for all Lots. The Board shall be authorized to make emergency

repairs without notice to any Lot Owner.

ii. Dues

1. Dues and Special Assessments shall be a continuing obligation of all Owners and shall be appurtenant to all Lots.
2. Increases: the annual dues may be increased each year by not more than five percent (5%) or by the Cost of Living Index increase, established by the U.S. Department of Commerce, whichever is the highest, without a vote of the Lot Owners. Dues may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Lot Owners, at a meeting duly called for this purpose.

iii. Levies.

The Board shall, as a convenience to and on behalf of the Common Well Lot Owners, collect from the Common Well Lot Owners an annual Levy against the Common Wells Lots to pay for expenses to operate the common well. The Board shall account for the collection and expenditure of these levies in a separate annual report

iv. Annual Levy:

The Annual Levy is fixed at a uniform rate per lot for each Common Well Lot . The Levy can be increased each year by a rate equal to the rate increase in Dues or any amount agreeable to the majority of Common Well Lot Owners who are connected to the community water system.

v. Reserve Levy:

The Board, as a convenience to the Common Well Lot Owners, can collect from Common Well Lot Owners a Reserve Levy to create a cash reserve where these monies collected will be used to make major repairs to the common well in advance of needing repairs.

vi. Buy In Levy:

The Board may implement a Buy In Levy to be assessed against Common Well Lots at such time as a Common Well Lot Owner taps into the community water system. This Buy In Levy would be used to fund an account to be used for the costs

of making capital repairs and or replacements to the community water system.

- vii. Special Assessments. On the approval of more than one-half (1/2) of the Lot Owners, the Board shall have the authority to establish special assessments to meet unusual conditions that have arisen and that are required to service the Property. Special assessments shall be payable within thirty (30) days of the billing date.
- C. Billing and Collection. Billings for Dues, Levies, and Special Assessments shall be assessed monthly, quarterly, biannually, or annually as determined at the sole discretion of the Board, and shall be paid by Lot Owners within thirty (30) days of the billing date.
- i. Overages. In the event that the actual collections exceed actual expenses versus the budget the excess shall be retained in the general fund to be used in the following year(s) for the general purposes of the association as detailed in (B)(a) above.
 - ii. Underage's: In the event of an underage, the Board shall prepare an estimate of the remaining monies required for that year, and/or money owed for that year, and shall bill Lot Owners for the additional funds required. Any additional billed amounts shall be paid by Lot Owners within thirty (30) days of said billing date.
- D. Special Reserve Funds.
The Board can establish and report Special Reserve Funds as sub accounts of the general fund in order to ear mark general funds needed to meet the purposes of the association
- E. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a Deed, whether or not it shall be expressed in such Deed, is deemed to covenant and to pay when due to the Association all Dues, Levies, and Special Assessments described in this Declaration. Together with interest, costs, and reasonable attorney' s fees, they shall be a charge on the land and shall be a continuing lien upon the Property from the date such Dues, Levies, or Assessments are made. Nothing contained herein shall be construed to limit the nature of the continuing lien created hereunder for such Dues, Levies, or Assessments, whether pursuant to Idaho Code § 45-810 or otherwise. It is the intent of these Covenants to create a lien that runs with and is appurtenant to the Lots so assessed for all Dues, Levies, and Assessments. The Secretary of the

Association shall be authorized to file a notice of lien against the Property for any unpaid Dues, Levies, and Special Assessments. Together with interest, costs, and reasonable attorney's fees, said Dues, Levies, and Special Assessments shall also be the personal obligation of the person who is the Owner of the Property at the time when payment falls due.

- F. Nonpayment of Assessments. The Association may file a notice of the lien created hereunder, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive liability for the Dues, Levies, and Special Assessments provided for herein by non-payment, non-use, or abandonment of his or her Lot.
- G. Subordination of the Lien to Mortgages. The lien shall be subordinated to the lien of each Lot Owner's first mortgage. The sale or transfer of any Lot shall not operate to discharge or otherwise expunge the lien.

7. Rules and Regulations.

- A. Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Teton County, Idaho shall be required in addition to the requirements of this Declaration. In case of any conflict, the more stringent requirements shall govern.
- B. Authorized Use. Only single-family residential use shall be permitted, together with the keeping of domestic pets and animals as set forth in this Declaration.
- C. Prohibited Uses. No Lot within the Property shall be divided or subdivided. No commercial industrial or other single-family residential use whatsoever shall be permitted on any Lot, including, by way of example, but not limited to, the rental of a guesthouse separate from the Principal Residence. Rental of the Principal Residence shall not constitute a prohibited commercial use and shall be permitted under this Declaration provided that the lease for the premises contains a clause that the lessee agrees to be bound by this Declaration.
- D. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, teepees, shacks, sheds or other similar buildings shall be permitted on any Lot, unless appropriately screened as viewed from the road and adjacent residences, except during construction and as authorized by the Board. No person shall reside in any temporary construction facilities.

- E. Maintenance. Each Lot and all improvements shall be maintained in a clean, safe, and sightly condition. Boats, tractors, vehicles other than automobiles, campers whether or not a truck, snow removal equipment, and garden or maintenance equipment and propane tanks shall be appropriately screened as viewed from the road and adjacent residences. Refuse, garbage, compost, and trash shall be kept within an enclosed structure or within bear proof containers as required by the Teton County Bear Conflict Mitigation and Prevention Plan adopted December 16, 2010, and as may be amended from time to time, that is available for review on Teton County's website www.tetoncountyidaho.gov. 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 (excluding firewood,) grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot.
- F. Animals. No animals shall be kept or maintained on any Lot except as provided in this Declaration. Any animals permitted to be kept on a Lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Lot Owners, and so that the presence of activity of any such pets or livestock does not harass or endanger wildlife. Cats or other domestic animals, which are normally kept and maintained indoors, shall be permitted on any Lot. No more than three (3) horses, pleasure-riding or pack animals, shall be kept or maintained on any Lot at any one time. The presence of more than three (3) horses or any other livestock on any Lot for more than eighteen (18) hours shall constitute keeping or maintaining a horse or other livestock on such Lot in violation of these Covenants. No more than three (3) dogs may be kept on any Lot, provided however, that a litter of puppies born to a dog owned by a Lot Owner may be kept or maintained upon any Lot for a period not to exceed six (6) months, provided that the puppies are maintained and restrained in accordance with the provisions of this Declaration. If any animal(s) are caught or identified chasing or otherwise harassing animals, livestock, wildlife, or people, the Board shall have the authority to have such animal(s) impounded at any available location, and shall assess a penalty against the owner of such animal(s) of not more than One Hundred Dollars (\$100.00) plus all costs of impoundment. If any such animal(s) is caught or identified chasing or harassing wildlife, animals, livestock, or people on a second occasion, the Board shall have the authority to have such animal(s) impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal(s) are not destroyed, the Board shall assess a penalty of not more than Two Hundred Dollars (\$200.00) per animal, plus costs of impoundment. If any such animal(s)

is caught or identified chasing or harassing wildlife, animals, livestock, or people on a third or subsequent occasion, such animal(s) shall be either destroyed or permanently removed from the property. No Owner of any animal(s) impounded or destroyed for chasing or harassing livestock, wildlife, or people shall have a right of action against the Board or any member thereof, for the impoundment or destruction of any such animal(s).

- G. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the Lot Lines of any Lot.
- H. Fire Abatement. Any installation of a wood stove, fireplace, chimney, or flue shall be conducted in accordance with the emission standards and specifications as may promulgated by the manufacturer of such wood stove, fireplace, chimney, or flue, and must comply with all state and local regulations. Shooting Star Ranch is located in an extreme fire hazard area as mapped by the Teton County Wildland Urban Interface Plan (January 2004) that is available for review on Teton County's website www.tetoncountyidaho.gov. It is recognized and acknowledged by the Owners of Lots, heirs, subsequent purchases, mortgages, and encumbrances that the Property is adjacent to and abutting Federal lands, and that inclement weather conditions may make Teton County Fire Department access difficult. Owners of Lots and their purchasers agree to use the utmost care in installing, using and maintaining wood stoves, fireplaces, and barbecue facilities, and any other burning that may result in fires, and assume full liability to other Lot Owners and the U.S. Forest Service or any other government agencies for fire damage caused to adjacent lands resulting from the failure to use such care. Lot Owners and their purchasers further agree to create defensible space around their structures pursuant to the National Fire Prevention Association's Firewise Standards (www.firewise.org). However, clear-cutting is prohibited in order to maintain the wooded nature of the neighborhood.
- I. Signs. No signs or advertising devices shall be erected or constructed on any Lot except: (1) a sign not greater than four (4) square feet in area which identifies the Owner and the street address of the Lot; (2) signs required for legal proceedings; (3) signs required for job identification during construction of developments; and (4) one [I] "For Sale" or one [1] "For Rent" sign not exceeding six (6) square feet.

J. Water Systems.

i. Each residential building lot not accessed by the community water system shall be connected to a private water supply system at the sole expense of the Owner, and such system shall conform to all applicable standards of the State of Idaho, Teton County, or any other regulatory agency.

ii. A water steward may be appointed by the Association to work with Owners of those Lots numbered 17-41, as shown upon the recorded subdivision plat of the Property, which are the Lots that have access to the community water system ("Common Well Lots"), to determine water use, distribution of water, metering of water use, and levies. Any levies relating to the operation and maintenance of the community water system shall be levied only against the Common Well Lots.

K. Sewage Disposal. Each residential building shall be connected to a private sewage disposal system at the sole expense of the Owner and such sewage disposal system shall conform to all applicable standards of the State of Idaho, Teton County, or other regulatory agency. No outdoor toilets shall be permitted, except for a six (6) month period during initial construction.

L. Common Roads. Dues shall be collected to pay for snow removal, weed mitigation, removal of brush/trees/shrubs, as well as minor and major maintenance costs for all common roads. Dues shall be assessed equally amongst all lot owners for each lot owned (no proportionate share allocation).

M. Snowmobiles, Motorcycles, and Off-Road Vehicles Prohibited. No snowmobile, motorcycle, all-wheel drive, all-terrain vehicle, or other similar device shall be operated on any Lot for recreational purposes. Snowmobiles, motorcycles, all-wheel drive, all-terrain vehicles, or similar vehicles may be used for access to and from residential structures only and appropriately screened as viewed from the road and adjacent residences.

N. Wildlife Protection. It is recognized and acknowledged by the Declarants and the purchasers or Owners of any Lot within the Property that many wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve, and maintain the existing wildlife habitat on the Property, and to minimize the adverse effects of development on wildlife habitat:

i. No owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the Building Envelope for the purposes of constructing authorized structures or roads thereon;

ii. Dogs, horses, and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any Lot, except within an enclosed improvement area;

iii. No hunting or shooting of guns shall be allowed on any Lot;

iv. No artificial feeding of moose, elk, deer, and/or waterfowl shall be allowed on any Lot;

v. No non-native animal species shall be released to roam at large on any Lot.

O. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any Lot, including the removal of gravel, provided that excavation for landscape purposes may be permitted with the prior written approve of the Design Committee.

P. Control of Noxious Weeds. Lot Owners shall take all actions necessary to control noxious weeds as required by the Teton County Noxious Weed Ordinance(s), in addition to such actions defined by the Teton County Weed and Pest Control Board and/or Association. Any noxious weed control in or near any wetlands area on any Lot shall be conducted only after consultation with the Teton County Weed and Pest Control Board. Lot Owners shall not be permitted to burn weeds unless authorized by the Teton County Weed and Pest Control Board. Because the timing for effective control of noxious weeds is critical, if any Owner of any Lot fails to respond immediately to a written request for weed control from the Association, the Association shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Association provides for noxious weed treatment as described in the subparagraph, the Owner of a Lot treated for noxious weed control shall pay any and all costs incurred.

8. Enforcement. All of the limitations and requirements set forth in this Declaration shall be enforceable by the Declarants, or by the Board, or by an Owner of any Lot within the Property. Every Owner of a Lot within the Association hereby consents

to the entry of a Stop Work Order or an injunction against him or her, or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any Lot Owner who used or allows his or her Lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarants or other Lot Owner in enforcing these Covenants, including attorney's fees.

- A. Liens. The Board shall have a continuing lien against each Lot and the improvements thereon to secure the payment of any billing for Dues, Liens, Special Assessments or penalties or fines due to the Board from the Owner of such property which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the maximum rate of interest permitted by Idaho law. The Board is authorized to record a notice of lien in the office of the County Clerk of Teton County, Idaho which shall include a description of the property and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's Office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho.
 - B. Fines. The Board may create a fine schedule and assess fines in accordance therewith, so long as any fine so assessed is done in accordance with any applicable notice and hearing provisions required under Idaho Law.
 - C. Voting Rights. The Board may suspend a Member's voting rights during any period in which such Member is in default of any of the terms or conditions of these Covenants.
 - D. Civil Proceedings. Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Idaho law to enforce a Stop Work Order, and/or collect any delinquent billings or penalties. In addition to the principal amount of any Dues, Levies, or Special Assessment, and/or penalty, plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien and/or the costs involved in any civil proceeding, including filing costs and attorney's fees.
9. Amendment-Variance. These Covenants may be amended with the written consent of two-thirds (2/3) of the Lot Owners of the Property. A variance shall be allowed from the requirements of these Covenants upon approval of two-thirds (2/3) or more of the Lot Owners of the Property provided that no variance shall violate federal or state laws or county ordinances as outlined in Section 7a.

- A. Exception for Design Committee Decisions. After review and recommendation by the Design Committee, the Board shall have the authority to approve a variance for any decision of the Design Committee (from section 10) by a majority vote with the exception of variance from a Building Envelope which shall not be subject to a variance without a plat amendment approved by Teton County, Idaho.
- B. Severability. Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remaining paragraphs and the Covenants, Conditions, and Restrictions therein shall remain in full force and effect.
- C. Acceptance of Covenants. Every Owner or Purchaser of a Lot within the Property shall be bound by and subject to all of the provisions of this Declaration, and every Lot Owner or Purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.
- D. Amendment and Restatement. By the execution and filing of these Covenants, the terms, covenants, restrictions, and conditions of the Amended and Restated Declaration dated February 13, 2010, which were duly recorded in the land records of the County Clerk for Teton County, Idaho on April 23, 2010 as Instrument #210854, are hereby amended and restated in their entirety, and in the event of any conflict between that instrument and these Covenants, these Covenants shall control.

10. Design Guidelines and the Design Committee.

- A. Building Design Approval. No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any Lot, and no construction activities or excessive removal of living trees shall be commenced, until written approval has been issued by the Design Committee.
- B. Design Committee Structure. The Design Committee is a committee within the SSRHA Board and the Board will select its members as positions become vacant. The members shall consist of three (3) members: minimum of one (1) SSHRA Board member, and two (2) Lot Owners. The term is three (3) years unless a Design Committee member resigns before the term expires. Design Committee members may serve multiple terms. Upon a resignation, the SSRHA Board will assign another member to the Design Committee. The vote or written consent of any two (2) members shall constitute an act by the Design

Committee. The Design Committee shall keep a written record of all action taken by it. The Design Committee shall engage an outside expert consultant for all development applications that it deems to be major in scope and/or scale.

- i. Qualifications for Design Committee Consultant. Any Design Committee consultant should possess the following knowledge base, skills, and experience:
 1. He/she should be a design savvy individual familiar with construction.
 2. They should be able to evaluate proposals/blue prints within the confines of the Shooting Star Ranch's CCR's.
 3. In addition, the Design Committee should be able to rely on them for technical guidance as needed, as well as creative alternatives for the committee and the applicant to consider when necessary that might better meet the CCR's guidelines.
 4. The consultant should be someone well acquainted with residential building materials and trends.
 5. Ideally, they would have experience on a design committee.
 6. People in the following professions and positions may, but not necessarily, possess the required qualifications to serve as a consultant for the Shooting Star Ranch's Design Committee: architect, engineer, builder, contractor, planning and zoning commissioner, former design committee member.

- C. Submittals That May Be Required by the Design Committee. The Design Committee may require four sets of plans and specifications for any Lot improvement or alteration, including tree removal. The plans shall include a plot plan indicating the location of the building envelope on the Lot and the location of the proposed development or improvements within the building envelope as well as exterior elevations and site plan. The following specifications may be required: information about all floor plans, exterior materials and finishes, the location of garages, porches, decks, woodstoves, chimneys, vents, doors, windows, rights-of-way, easements, driveways, parking areas, fences, solar collectors, and utilities. Samples of pieces of all exterior materials, roofing materials and color samples may be required with the plans and specifications to the Design Committee. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of the design guidelines, and. Additional information shall be submitted if requested by the Design Committee. A deposit of Two

Hundred Dollars (\$200.00) may be required to accompany the plans and be paid to the SSRHA for the processing and review of all structures and development proposed within the Building Envelope including retaining an expert consultant for review. Any and all costs in excess of the \$200 deposit for expert consultant review shall be passed on to the applicant.

- D. Timeline for review. The Design Committee shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of this Declaration. The Design Committee shall retain one (1) set of plans and specifications for use by the Board and the Association. If the Design Committee fails to review the plans and specifications within thirty (30) days from the submission thereof and inform the Owner of the committee's decision regarding approval or disapproval, the Owner may give written notice to the Board of its intention to proceed with the plans as submitted. If the Board fails to respond to the written notice from the Owner within fifteen (15) days from the date of receipt, the Owner may proceed to commence development, and plans as submitted shall be deemed to have been approved. Any building or structure that is erected, but not approved, shall be removed at the Owner's expense.
- E. Variances. The Design Committee may recommend to the HOA Board variances from compliance with any of the architectural provisions of this Declaration, (except the minimum square footage requirement), including restrictions upon height, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, or environmental considerations may require. Such variances must be evidenced in writing, must be recommended by a majority of the Design Committee and approved by a majority of the voting members of the HOA Board of Directors, and shall become effective upon recordation in the office of the county Recorder of Teton County. The Design Committee in its recommendation to the Board, and the Board in considering its vote to allow a variance, in addition to finding that circumstances listed above ("such as topography, natural obstructions, or environmental considerations") are present that make it not possible to comply with some of the architectural provisions of this Declaration, must, also, find that any proposed variance in the judgement of the Design Committee, and of the Board will not have any material adverse effect on the Owners and Occupants of other lots in the association. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners

use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

- F. No Warranty. Any approval by the Design Committee shall not constitute a warranty, express or implied, or compliance with any applicable building or safety codes or for any purposes other than the authority for the person submitting the plan that the plan conforms with this Declaration. Approval by the Design Committee of any plans shall not be deemed to constitute a waiver of any right to withhold approval as to any other plan submitted by any Owner at any time.

- G. Estoppel. Within thirty (30) days after written demand is delivered to the Design Committee by any Owner, the Design Committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any Lot of the owner, that as of the date thereof either: (a) all improvements or other work made or done upon or with the Lot by the Owner, or otherwise comply with this Declaration, or (b) such improvements and/or work do not comply, in which event the certificate shall also: (1) identify the non-complying improvements and/or work, and (2) set forth with particularity the cause of causes for such non-compliance. Any purchaser from the Owner, or mortgagee or other encumbrancer, shall be entitled to rely on the estoppel certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarants and all Owners and such purchaser, mortgagee or other encumbrancer.

- H. No liability. Neither the Design Committee nor any member thereof shall be liable to the Association, to the Declarants, to any Owner, any subsequent purchaser or owner, mortgagee or other encumbrancer for any loss, cost, expense, damage, or prejudice suffered or claimed by any individual or entity on account of: (a) the approval, or lack thereof, of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development of any property within Shooting Star Ranch, or (d) the execution and filing of an estoppel certificate pursuant to this Declaration, whether or not the facts therein are correct, provided, however, that any member has acted in good faith. Without in any way limiting the foregoing, the Design Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Design Committee. The cost of such consultation is to be borne by the Owner.

- I. Authorized Structures. No building or structure shall be constructed, placed, or maintained on any Lot except one (1) single-family residence along with a garage, one (1) guest house, one (1) storage facility, one (1)

barn, and one (1) corral.

- J. Building Envelope. All buildings, outbuildings, and other authorized improvements shall be constructed within the Building Envelope, that contiguous portion of each Lot identified on the subdivision plat Inst. Nos. 104640, 114335, 112687, and 118447. No improvement or development shall be permitted on any Lot outside of the Building Envelope except for access driveways as approved by the Design Committee, utility installations and bridges. Building and structures will be placed within the Building Envelope and in proximity to each other so as to preserve undeveloped and open space and to protect the surrounding wildlife habitat.
- K. Construction. No used materials except for architectural detailing, and no prefabricated or modular structures of any kind shall be permitted on the outside of the main residential building, guest house, or garage on any Lot. Used materials may be permitted in the sole discretion of the Design Committee in the construction of any permitted building. All construction shall be completed within one year from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.
- L. Roofs. The roofs of all structures shall be constructed of non-glare shingle ceramic tile, cement tile, heavy weight asphalt shingles, metal roofing of baked on or otherwise acceptable non-glare surface, or similar materials approved by the Design Committee. Roofs shall have a minimum pitch of four (4) feet in twelve (12) feet. All primary roofs shall have a minimum overhang of two (2) feet. Solar collectors shall not be considered roofs.
- M. Exterior Finishes and Materials. Exterior finishes shall be transparent, of heavy bodied stains, of pigmented, clear non-glossy or satin finish preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull-colored finish, or shall be flat-colored anodized or painted. Exterior color shall be subdued and in earth tone range. Exterior materials shall be of natural wood, peeled log, stone, or other similar natural material. All out-buildings shall comply with the exterior finishes and materials provision as stated in the preceding sentence of this clause.
- N. Height Limitations. Floor Area Limitations. Unless otherwise approved by the Design Committee, no building shall be greater than thirty (30) feet in height. Building height shall be measured from the existing grade to the highest point of the roof antennas. The principal residential structure, exclusive of the garage, shall have a minimum floor area of 1750 square feet, which will exclude the basement area unless such basement area is a finished space constituting a walkout basement arrangement, or similar area, and such principal residence shall have no more than a maximum floor area of 6,000

square feet. Any guest cabin shall have a maximum floor area of 900 square feet and must be similar in design and material to the principal residence. The principal residence must be built before any guest cabin. Furthermore, the principal residential structure must have a garage, which shall be built at the time of the construction of the principal residence.

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

Gravel surfaces shall include both base gravel or pit run of a minimum depth of six (6) inches and finish gravel sized at one (1) inch or less with a minimum depth of three (3) inches. All base gravel shall be completely covered by finish gravel and crowned to ensure proper drainage. Lots located on the uphill side of the road with the proposed access driveway crossing the drainage ditch require the installation of a twelve-inch diameter by twenty-foot (12" x 20') long culvert with flared end sections at the road ditch. No onsite excavation or fill for a driveway shall be allowed until the driveway design, siting, and revegetation plans have been approved in advance in writing by the Design Committee. All grading, excavation, and fill shall be stabilized and replanted with plant materials that shall blend with the native vegetation in accordance with a revegetation plan approved in writing by the Design Committee.

- T. Berms. No berms shall be constructed or maintained on any Lot of the Property except berms which are appropriately graded, irrigated, and vegetated to be in keeping with the surrounding landscape. All berms shall be constructed with satisfactory provisions for landscaping, planting, and maintenance. Plans of any proposed berms shall be provided to, and are subject to the approval of the Design Committee of the Board.

- U. Exterior Lighting. Exterior lighting fixtures shall comply with the Teton County Outdoor Lighting ordinance 8-4-5 to 8-4-6 (revised Sept 9, 2013) that is available for review on Teton County's website www.tetoncountyidaho.gov. Lighting shall not cause objectionable glare to adjacent Lot Owners. Lighting shall be subdued and all bulbs shall be shrouded so as no light is projected above the horizon. The Design Committee shall consider variances. The Association reserves the right to install other lighting for safety purposes.

- V. Curb Side Water Cut-Offs. All Owners of those Lots accessed by the community water system must have a shutoff valve located within 5 feet of the main community water system line, either on such Owner's Lot or in the roadway easement immediately adjacent thereto. These shut off valves must be designed so that they can be accessed and utilized during all weather conditions. Their design specifications for these valves will be promulgated by the Board and may change from time to time.

- W. Damage by Owners During Construction. Each Owner is responsible for any damage caused to roads, streets, ditches, fences, trails, natural drainage courses, utilities, or to other Lots, or Improvements thereon, during the construction or alteration of Improvements upon the Owner's Lot, including without limitation damage caused by any construction vehicles using the roads or streets. Damage shall include any degradation in the appearance or condition of these areas. The responsible Owner shall promptly repair and clean up any such damage at its sole expense. Each Owner shall also be responsible for any damage caused by utility cuts in roads, washouts and runoff damage caused by failure to properly install culverts, and to promptly

repair any such damage. If the Owner fails to repair any such damage within ten (10) days following receipt of a written notice from the SSR HOA Board requesting the same, the SSR Board shall have the right to perform such repairs on behalf of the Owner, and to levy a Reimbursement Assessment upon the Owner and its Lot to recover the costs thereof.

11. Term. Notwithstanding anything herein to the contrary, the easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes created in these Covenants shall run until for 20 years, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of twenty (20) years each, unless amended or extinguished by a written instrument executed by Members holding at least two-thirds (2/3) of the voting power of the Association and such written instrument is recorded with the Teton County Recorder.
12. Amendment By Owners. Any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than two-thirds (2/3) of the votes in the Association, and such amendment shall be effective upon its recordation with the Teton County Recorder. Any amendment to this Article 12 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.
13. Effect of Amendment. Any amendment to these Covenants approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.
14. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and it may be delivered either personally or by mail to the address on record with the Association. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.
15. Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot shall have the right to enforce any or all of the provisions hereof against any property within Shooting Star Ranch and the Owners thereof.
16. Violations and Nuisances. The failure of any Owner of a Lot to comply with any

provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner of Lot(s) for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

17. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.
18. Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.
19. Interpretation The provisions of these Covenants shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.
20. Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph each of the provisions of these Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.
21. Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

[signature page to follow]

