

**CORRECTION OF FIFTH RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND**

RESTRICTIONS FOR TIMBERLINE RANCH SUBDIVISION

[Recorded June 2, 2021 as Instrument No. 268729]

WHEREAS TREE TOPS TIMBERLINE, LLC, an Idaho Limited Liability Company, [hereinafter the "Declarant"] prepared a document entitled FIFTH RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TIMBERLINE RANCH SUBDIVISION [hereinafter the "Document"], dated June 2, 2021 and recorded in the office of the Teton County Clerk on June 2, 2021 as Instrument No. 268729; and

WHEREAS said Document contained multiple typographical errors in reference to subsections and numbered *Restatements* throughout the Document, and particularly in Sections 1.(c) vi., 4.(r) ix., 4.(s), 4.(t), 4.(u), 4.(v), 5., 6.(a) i., 13., 13.(g), 19., 19.(a), 19.(d), 19.(e), 19.(f), 20.(a) i., 20.(a) ii., and 27.(b) iii.; and Declarant desires to correct the typographical errors in the Document by the filing and recordation of this *Correction*;

NOW THEREFORE, the following Sections within the Document are hereby corrected and amended by delineation to correctly read in the Document as follows:

Section 1.(c) vi.:

vi. "Assessments" shall mean those payments required of Owners and Association Members, including regular, special, limited and such Assessments of the Association as further defined in this Fifth Restated Declaration.

Section 4.(r) ix.:

ix. All other design requirements set forth and described in this Section 4 which are not specifically modified by the provisions and requirements of this Section 4.(r), are incorporated and required for use and construction of a *Mountain Modern* or *Mountain Contemporary* structure.

Section 4.(r) - [second (r)]:

4.(s) Exterior Lighting. All exterior lighting fixtures shall be downcast ninety (90) degree cut off fixtures and shall be free of glare and fully shielded such that no light rays are emitted by the installed fixture at angles above the horizontal plane, and so as to prevent any nuisance on or to adjacent roads and/or Lots. Lights cast upwards towards walls or trees shall not be allowed on any site. Exterior lighting, except downcast walkway and driveway lighting not more than three (3) feet above ground, shall not be used for extended periods, shall not be left on overnight, and shall not be used unless the site is occupied. The use of flood lighting is prohibited.

Section 4.(s):

4.(t) Completion of Construction. Once construction is begun on any residence or remodel, such construction shall be completed within twelve (12) months following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Committee in its approval of such improvement. The Committee, in its sole and exclusive discretion, may grant additional construction time on a case-by-case basis.

Section 4.(t):

4.(u) Rebuilding or Restoration. If any home or other improvement is destroyed in whole or in part, it must be rebuilt or all debris must be removed and the Lot restored to a sightly condition. Any such rebuilding or restoration must be initiated within six (6) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time not to exceed one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

Section 4.(u):

4.(v) Damage to Property. Each Lot Owner is responsible for any damage caused to the Subdivision Property, Roads and Pathways within the Subdivision during the construction of improvements upon such Owner's Lot by any vehicle or equipment belonging either to an Owner or to any person or entity using the roads within the Subdivision while engaged in any activity benefitting the Owner. Each Owner shall also be responsible for any damage caused by utility cuts

in roads, washouts and run off damage caused by failure to install culverts properly and in a timely manner as may be necessary in connection with the construction of improvements upon or any other uses made by such Owner to his/her Lot. If responsible party has not arranged for damages to be repaired within 10 days then the Committee will arrange for repairs to be done and the party or their agents will be responsible for said costs. Any repairs will be done to bring the damaged property back to its original condition. All repairs will be inspected by the Committee for approval of completion and conformance to standards set forth herein.

Section 5:

5. ARCHITECTURAL COMMITTEE. An Architectural Committee for the Subdivision, appointed by the Board of Directors of the Association, is herein referred to as the "Committee." All notices to the Committee required herein shall be sent to the address designated by the Committee from time to time, [which address initially shall be c/o Jason Shiebler, P.O. Box 645, Driggs, ID 83422.] All Committee actions or decisions shall be by a majority vote. The Committee shall consist of at least one (1) and not more than three (3) persons. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Jason Shiebler is hereby designated by Declarant as the initial sole member of the Committee, and shall hold office until such time as he has resigned or has had a successor appointed. At any time that Declarant is the Owner of at least ten (10) lots in the Subdivision, Declarant shall have the right to appoint and remove two members of the Committee. Thereafter, the Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause. The Board of Directors or the Architectural Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Fifth Restated Declaration. Any approval or permission granted, shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

Section 6.(a) i.:

i. The Committee reserves the right to require the Owner to submit such other, additional information which it deems necessary for its determination and, if the Committee seeks additional information, the time period for its decision shall not start until such additional information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Fifth Restated Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The President of the Board of Directors shall advise the applicant in writing of the Committee's decision within twenty-one (21) days of receipt of the application and submission of all additional information required by the Committee. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

Section 13.:

13. **NO MINING, DRILLING OR EXCAVATING.** No Lot within the Subdivision shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth. Nothing contained herein shall be construed to limit the rights of the owner of a mineral interest severed from the surface of any portion of the Subdivision prior to the recording of this Fifth Restated Declaration, and nothing herein shall prevent the Declarant or its assigns from moving dirt, gravel, rocks and other soils necessary for the development of the Subdivision.

Section 13.(g):

(g) **Member Voting.** Except as may otherwise be provided in this Fifth Restated Declaration, each Owner of a Lot shall have one vote to cast upon any matter that can be, or is delegated to be decided by a vote of the Members, **except that each Lot owned by Declarant shall be entitled to three votes.** If more than one person or entity owns a Lot, the vote of such member shall be cast as determined by the owners of such Lot. If the joint owners of a Lot are unable to reach agreement as to such Member's vote, the Board shall have the right to disqualify the vote on an issue to which such Member would otherwise be entitled to vote. Each Owner may vote in person or by proxy at all meetings of the Association. The presence of Owners or of proxies entitled to cast

a majority of all the votes of the Association shall constitute a quorum. If the required quorum is not present, the Members present shall have the power to adjourn the meeting from time to time without notice other than the announcement at the meeting, until a quorum shall be present. If a quorum shall be present at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as set forth in the original notice thereof.

Section 19.:

19. COMPLIANCE AND BOARD ENFORCEMENT WITHIN SUBDIVISION. Every Owner and occupant of a Lot shall comply with the restrictions and requirements set forth in this Fifth Restated Declaration. The limitations, restrictions and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant, by the Board, or by any owner of a Lot within the Subdivision. Any Lot Owner who uses or allows his or her lot to be used or developed or neglected in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarant or other Lot Owner in enforcing the terms, conditions and restrictions of this Fifth Restated Declaration, including reasonable attorney's fees. The Board may impose sanctions for violation of this Fifth Restated Declaration after notice and a finding made in accordance with the Board's rules and procedures, to include, without limitation:

Section 19.(a):

(a) Levying Specific Assessments to cover costs incurred by the Association to bring a Lot or Lot Owner's violation of this Fifth Restated Declaration into compliance;

Section 19.(d):

(d) Exercising self-help or taking action to abate any violation of this Fifth Restated Declaration in a non-emergency situation;

Section 19.(e):

(e) Requiring an Owner, as its own expense, to remove any structure or improvements on such Owner's Lot in violation of the requirements set forth in this Fifth Restated Declaration, and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its

designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

Section 19.(f):

(f) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Fifth Restated Declaration from continuing or performing any further activities on the property;

Section 20.(a) i.:

i. Any assessment lien created or claimed under this Fifth Restated Declaration shall be subject and subordinate to the rights of any mortgagee or holder of a deed of trust under a duly recorded first or second mortgage or deed of trust made in good faith and for value and which was recorded before the date on which the assessment sought to be enforced became delinquent;

Section 20.(a) ii.:

ii. Liens and encumbrances recorded before the recordation of this Fifth Restated Declaration;

Section 27.(b) iii.:

iii. annex additional land which is adjacent to or contiguous to the Property, on the condition that such parcels and future Lots be made subject to the terms and conditions of this Fifth Restated Declaration;

CERTIFICATION

The undersigned certifies that Jason Shiebler is the duly elected and acting President of the Timberline Ranch Subdivision Owner's Association, an Idaho unincorporated, nonprofit association; and the foregoing Correction of Fifth Restated Declaration was duly adopted by a resolution of the Director, and that this Correction of Fifth Restated Declaration of Covenants, Conditions and Restrictions for Timberline Ranch Subdivision is executed this 3rd day of June, 2022.

TREE TOPS TIMBERLINE, LLC

Affirmed:

Jason Shiebler
By: Jason Shiebler
President – Timberline Ranch
Subdivision Owner's Association

BY: *Jason Shiebler*
Jason Shiebler
Its Managing Member

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

On this 3rd day of June, 2022, the foregoing CORRECTION TO FIFTH RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR TIMBERLINE RANCH SUBDIVISION was acknowledged to before me by Jason Shiebler, who appeared before me and was personally known to me, and who, being by me duly sworn, did say that he is the respective Managing Member of Tree Tops Timberline, LLC, an Idaho Limited Liability Company, and also the President of the Timberline Ranch Subdivision Owner's Association, and that said instrument was signed on behalf of Tree Tops Timberline, LLC by authority of its Members and Managers and that Jason Shiebler, both as the company's Managing Member, and as the duly authorized President of the Timberline Ranch Subdivision Owner's Association, acknowledged said instrument to be the free act and deed of said company and homeowner's association.

Witness my hand and official seal.

Talea Huntsman
NOTARY PUBLIC

My Commission Expires: 12/10/2027

