

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
CHESTER FOOTHILLS RESIDENTIAL ACREAGES
FREMONT COUNTY, IDAHO

This document is a Declaration of Covenants, Conditions, and Restrictions regulating and guiding the use and development of real Property, made effective this _____ day of July 2020, by Kathleen Bitton, Declarant.

1. **Purpose.** Declarant is the owner of certain real Property located in Fremont County, Idaho, which Property is more particularly described in Exhibit A attached hereto and made a part hereof, and which is hereinafter referred to as the Property. The Declarant is 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 with the exception of Block 1 Lot 8A. Lot 8A is exempt unless or except inhabited, then shall pay fair share of administrative expenses.
2. **Declaration.** Declarant hereby declares that the Property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereinafter as the "Covenants". The covenants shall run with the Property and any lot thereof except Lot 8A, and shall be binding upon all parties having acquired any legal or equitable interest of every owner of any part of this Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.
3. **Definitions.** The following terms and phrases used in these covenants shall be defined as follows:
 - A) **Common Areas** – shall include the access road, the common road within the Property, and the Common Area (Lot 17A to Fremont County) adjacent to the canal on the southwest corner of Chester FootHills Residential Acreages.
 - B) **Common Services** – shall mean the roadway maintenance, snow removal services, irrigation system maintenance, utility lines maintenance and/or repair services for the Common Road and Shared Access Road and the utility lines located in the right-of-ways of such roads. Utility lines include electric & telephone buried lines.
 - C) **Administration Committee** - means the management committee responsible for the administration and enforcement of these covenants and conditions.
 - D) **Design Committee** – means the committee to which design plans for the development of any lot to preserve views of the Tetons & integrity of the residential acreages.
 - E) **Declarant** – refers to Kathleen Bitton, her successors and assigns or heirs.
 - F) **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.
 - G) **Lot** – shall refer to any plot of land shown upon the recorded plat map hereinafter referred to as of Chester FootHills Residential Acreages as recorded by Kathleen Bitton in Fremont County, Idaho.
 - H) **Owner** – means the recorded owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.
 - I) **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 necessary or allowed.

4. **Association Membership.** Every owner of a lot within Chester FootHills Residential Acreages shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.
5. **Voting Rights.** The Association shall have one class of voting membership. Members shall all be lot owners and shall be entitled to one vote for each lot owned.
6. **Meetings.** The **Administration Committee** Chairperson shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants. A representative will be designated by each lot owner to be a member of the Committee. The Chairperson position will be filled by the lot owner representative with the responsibility rotating every two years. Written (text or email) notice of any meeting shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. Notice may be given by US mail, email, or text or other media agreed upon by the committee. A quorum of lot owners must be present to finalize any decisions either in person, telephone or video call. A quorum will consist of five (5) lot owners. The owners through purchase of their lots agree to serve on the Committee. The Committee shall adopt such rules for the conduct of its business as are appropriate, including but not limited to, the designation of officers, procedure for the annual meetings of lot owners, handling of exceptions and design of forms.
7. **Design Committee.** The Design Committee shall consist of 3 representatives designated by the lot owners to include the Declarant as long as she owns a lot. The committee shall meet on an “as needed” basis. All Committee members shall be owners of lots within the Chester FootHills Residential Acreages.
8. **Building Permits.** Building permits are required by Fremont County. In addition any & all building, improvements, fencing, signs, or other such project plans, ideas, or specifications, shall be submitted to the Design Committee for comments. This is to determine compatibility with other requirements & to insure other lot owners’ potential view of the Tetons is maintained. Comments of representatives on the Committee are not binding.
9. **Common area.** 1.39 acres has been designated “Common Area” located on the southwest corner where the Enterprise Canal borders the Property. This land is considered a lot by the county and is assessed taxes that will be paid by the Administration Committee. This lot is available for all lot owners and guests to use. Should a higher level of management of the area be necessary the Administration Committee shall determine what guidelines are needed.
10. **Development and Land Use Restrictions.** Development and use shall conform to the following requirements with exception of Block 1 Lot 8A:
 - A) **Residential Use** – All lots are authorized to be used for homesteading, urban farming, and light industrial, home commercial type purposes as approved by the Design Committee. Heavy industrial, constant noise or odoriferous, some commercial, any illegal or immoral ventures is not allowed.
 - B) **Construction** – Construction and alterations shall comply with the provisions of Fremont County, Idaho, building, health, and safety codes as may be applicable to the Property. All construction shall comply with the following standards:
 - i. **Setbacks:** Shall be according to Fremont County standards.
 - ii. **Type and Character of Design:** Alternative forms of construction are encouraged, such as straw bale design, geodetic, earth ship type dwellings as long as the Design Committee approves the proposal & design to be consistent with the character of the land and integrity of the Property.

- iii. **Residence Size Requirements:** Homes shall be a minimum of 800 sq ft. Pre-manufactured housing of any type shall be manufactured before 1990 & be in good enough shape to be moved and restored to fit the integrity of the Property.
- iv. **Landscaping:** Natural landscaping is encouraged, as long as weeds are managed in disturbed areas to not encroach on the neighbors' Property.
- C) **Dark Sky Friendly Lighting** - shall be used to prevent light pollution & trespass as described on www.montana.darksky.ngo website on all lots & buildings. Motion activated lights that conform to dark sky friendly guidelines are also acceptable replacing the traditional 'yard light'.
- D) **Parking** – All parking, including but not limited to, any recreational vehicle, farm equipment, etc., shall be done on the lot & not on the common roadway.
- E) **Utilities** - Electrical and telephone lines will be installed underground along the roadway & will be accessible to all lots. Connections from the lots to the underground utility lines shall be completed at the lot owners' expense and shall be underground. Wind or solar power capability is encouraged & allowable.
- F) **Temporary Structures** - Temporary structures for dwelling are allowed for a period of two (2) years esp. during construction of the primary residence as long as they are parked on the lot & not on the roadway.
- G) **Maintenance** - Each lot and all improvements shall be maintained in clean, safe, & slightly condition. Refuse, garbage & trash shall be kept in a safe (from the wind and animals) & slightly manner, in accordance with Fremont County Development Code. Failure of any lot owner to not maintain the lot in accordance with the standards shall result in the other lot owners correcting the situation and assessing the offending lot owner for the expense incurred.
- H) **Noxious or Offensive Activities** - Activities considered noxious or offensive by other lot owners, activities that may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots or their use of the common area, may be raised at the Committee meeting for resolution by consensus of lot owners. Determination as to whether there is or has been a violation of this paragraph recognition in this development, are entitled to the reasonable enjoyment of the natural benefits and surroundings of said development.
- I) **Water System** - Each structure designed for occupancy or use by human beings shall be connected to a private water supply system at the owners' expense. Such water systems shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department. Any irrigating done on the lot will be done from the lot's own well system unless other acceptable arrangements are made. The Property does not have any water rights in the canal except for use by domestic animals as the water is 'owned' by farmers down the line.
- J) **Waste Disposal** - Each structure designed for occupancy or use by human beings shall be connected to a private, individual waste disposal system at the owners' expense. Such a waste disposal system shall conform to the standards applicable for the area, including, without being limited to, the Idaho State Public Health Department. Alternative waste disposal, i.e. composting toilets, are allowed as long as they meet minimal health standards. Outdoor toilets are permitted during the construction period. The exception to this is the Common Area where an outdoor toilet will be allowed on the condition that it can be serviced.
- K) **Excavation and Mining** - Excavation for the purpose of construction of improvements is allowed, however excavation for sand or gravel is not allowed. Quarrying or mining operations are not allowed.
- L) **Pets and Livestock** - All pets and livestock shall be kept and maintained as allowed herein:
 - i. All domestic animals or fowl will be maintained on the lot or pasture of the lot owner so as to not be a nuisance to neighbors or harass other livestock or wildlife. Complaints by neighbors

shall be filed with the Committee for resolution should that be needed. It is desired for the residents of the area to be able to walk around the loop without being harassed by pets.

- ii. Large animals; equine, bovine, llamas, goats, etc., shall not exceed Fremont County Development Code 5.23 standards for density.
 - iii. Exception: Should an owner desire to exceed above mentioned density limits for any small animal species, a detailed management plan which will include (but not be limited to) management of waste, odors, containment and humane treatment, for the project will be submitted to the Committee for discussion & approval by the adjacent lot owners.
- M) **Wildlife Protection** - Activity with the potential to disturb or harass wildlife is not allowed. Hunting within the Property is not allowed as dangerous to domestic animals & human occupancy.
- N) **Snowmobiles, Motorcycles, 4 Wheelers, etc.** - All riders of motorized vehicles will be considerate of the quiet enjoyment of others within the Property. Should there be a noise problem being caused by another resident of the Property a complaint will be filed with The Committee for resolution.
- O) **Easements** - There are two easements within the Property required by the county for ingress & egress, in addition to the one that accesses the 40 acres from the county road. In addition there are two easements for roadway access to interior lots, as shown on the plat of the Property.
- P) **Private Road** - The access road from the county to the Property is private Property and not a public road therefore the public does not have unlimited access to the road. The road to and within the Property is not for recreational use or the pleasure of motorized vehicle riders, especially when the roads are wet or muddy. Should such use be a nuisance, a complaint will be filed with the Committee for resolution.
- Q) **Exceptions:** - to any of the above Restrictions can be made to the Committee by presenting a construction or management plan to the Committee &/or the Design Committee for consideration & approval.
- R) **Further Development** - no further development of individual lots within the Property will be allowed. The Declarant may change a lot boundary but no additional lots may be established.

11. **Road Maintenance.**

- A) The Administration Committee will be responsible for road maintenance.
- B) Winter snow removal will be either volunteer by the association members or contracted by the Admin Committee. The responsible party may have guidelines to follow to allow ease & ability to keep the road open during snow storms, such as, no snow machine traffic in the roadway, no obstacles, ie cars etc. in roadway. Allowance must be made for blizzard's during the winter months for being 'snowed in' as the lane can blow in & be impassable within a short amount of time. It's fun, plan for it!!!
- C) General road maintenance will include routine grading & periodic re-application of gravel. Should the residents desire to have the road paved, all owners will contribute to the cost of the upgrade.

12. **Duties of the Administration Committee.**

- A) **Administration of Expenses** related to maintenance costs for the roadway & Common Area. Property taxes on the Common Area will be paid by the Admin Committee. Snow removal & any other maintenance costs on the roadway will be negotiated, contracted & paid by said committee.
- B) **Complaints** filed by any owner of a lot will be discussed for resolution.

- C) **Annual Budget** estimate shall be prepared by said committee for membership approval and submit annual statements to each lot owner based upon its estimate. Lot 8A will pay its share of these expenses
- i. **Each lot owner** will be responsible for and billed for their respective share of the cost estimated in the annual budget. Lot owners shall pay their share of the estimate within thirty days of the billing date. In the event that the total costs of the budget are greater than the initial estimate, the excess will be billed to each lot owner with the expectation that will be paid to the committee within 30 days.
 - ii. **Special Assessments** - Upon mutual approval of the lot owners the Committee shall have authority to establish special assessments to meet emergency or unusual conditions that have arisen with regard to the access of facilities or utilities which service the Property. Special assessments shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty days of the billing date. Examples of Special Assessments could be, but not limited to; paving the roadway, having a common dumpster, or improvements at the Common Area. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent per annum. A non-offending lot owner may bring an action at law against an offending lot owner personally obligated to pay the same. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.
- D) **Limitations of Liability** - Neither the Admin 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.
13. **Violations, Enforcement, Liens, Costs.** The limitation and requirements for land use and development set forth in these covenants shall be enforceable by any owner of a lot within the Property, or its successor in interest as owner of the real Property. Every owner of a lot within the Property hereby consents to the entry of 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 uses 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 other lot owners in enforcing these covenants further agrees to pay all costs incurred by the other lot owners in enforcing these covenants, including reasonable attorney's fees. The Admin Committee shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Committee 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 rate of ten percent per annum. The Committee is authorized to record a notice of lien in the office of County Clerk of Fremont 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 the lien as filed in the County Clerk's office shall be sent to the owner by certified or registered mail. Any such lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho. In addition to the principal amount of the lien plus interest, the Committee shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.
14. **Amendment.** These covenants may be amended by the written consent of a minimum of 80% of the lot owners within the Property.
15. **Duration of the Covenants.** All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effects at all times against the Property and the owners and purchasers or any portion thereof, subject to the right of amendment as set forth in Article 13 thereof. If required by law these covenants shall be deemed to automatically renew themselves at twenty-year intervals, unless all of the lot owners agree otherwise in writing.

16. **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.
17. **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.
18. **Agricultural Rights.** All potential lot owners are put on notice that there are existing agricultural operations within the neighboring areas and they are protected by Idaho's Right-to-Farm Act. Noise, odors and movements of farm machinery are recognized by lot owners as inherent activities accompanying farming and ranching operations. (See Idaho Statutes 22-45-1, 22-4502, 22-4503 and 22-4504.)
19. **Reference:** Fremont County Development Code – Fremont County, Idaho

In witness whereof, Declarant has executed this declaration effective the day and year first set forth above.

Kathleen Bitton, Owner

STATE OF IDAHO