

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE HIDEOUT SUBDIVISION
Teton County, Idaho

This declaration made this _____ day of _____, 2022.

KNOW ALL MEN/WOMEN BY THESE PRESENTS:

This Amended Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration" is made and executed in Teton County, Idaho, this _____ day of 2022, by The Hideout Homeowners' Association, hereinafter called "Declarants."

WITNESSETH:

WHEREAS, the Declarants, and the other undersigned record owners of Lots within the said subdivision executing this Declaration of Covenants, Conditions and Restrictions, declare the following protective covenants in their place; and

WHEREAS, the Declarants intend to sell said property in small tracts or Lots, for residential purposes only, and desire to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings, together with all improvements to be constructed or placed on said property, and

WHEREAS, it is the further desire of the Declarants and the undersigned Lot owners as part of the general development plan for the benefit and protection of the owners of respective Lots within said subdivision to provide for certain use restrictions which shall govern and control the use and enjoyment of said Lots within the above described property,

NOW, THEREFORE, the Declarants and the undersigned Lot owners do hereby publish and declare that all of the Lots in said subdivision are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and approved subject to the following conditions, covenants, restrictions; uses, limitations and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and the division thereof into Lots and shall be deemed to run with the land and shall be a burden and a benefit to the Declarants, their successors and assigns, and any person acquiring or owning an interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

I. DEFINITIONS

1. Definitions of the terms that are used in this Declaration shall be defined as follows unless the context clearly indicates a different meaning:

- a) Declarants shall mean The Hideout Home Owner's Association
- b) Declaration shall mean this instrument by which the within covenants, conditions and restrictions have been imposed upon the above described real property.
- c) Owner shall mean any person or entity with an ownership interest in any of the above described real property.
- d) Board shall refer to the Board of Directors as established herein.
- e) Property shall mean all of the Lots located within the parcel described as The Hideout Subdivision
- f) The duty of governing the HOA is assigned to the Board of Directors which is comprised of the President, Secretary and Treasurer.

II. PERMITTED & PROHIBITED USES

- 1. Said property may be used only for residential purposes and for no other purpose. Any question or dispute as to whether a particular Lot is being used according to the within restrictions shall be submitted to the Board pursuant to Section VIII below. The Board shall make its determination within thirty (30) days and its determination shall be final and binding upon the owners of said Lots.
- 2. None of the existing Lots shall be subdivided to smaller Lots.
- 3. No shooting shall be permitted on the private property or on any of the roads within the subdivision.
- 4. No signs of any kind shall be displayed to the public view on or from any Lot, except that signs advertising all or a portion of said property to be for sale or for rent may be temporarily maintained. Election signs are permitted as long as they are removed following election results.
- 5. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial or industrial activities with the exception of a home office.

III. CONSTRUCTION & DESIGN REGULATIONS

1. Prior to the building, constructing or placing of any major improvements or structures on any Lot, written plans shall be submitted to the Architecture Review Board for its approval. In the event such plans are disapproved, said structure or improvements may not be constructed, built or placed upon said Lot. The decision of the Board is final and binding upon all parties concerned.
2. ~~All permanent buildings shall be set back a minimum of 35 feet from the front property line and a minimum of 20 feet from all other property lines.~~
3. All buildings and structures are to be of new construction and to be designed in a character in keeping with the style and architecture of the area and the natural surroundings. Fences shall not obstruct the scenic view of adjacent property owners and shall be approved by the Board prior to being installed. Mobile, Pre-manufactured, Double wide trailers, or Modular homes may not be constructed on any Lot within the subdivision.
4. All dwellings shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of a septic tank, drain field or other approved drainage. All sewage systems must have the approval of the District Seven Health Inspector.

IV. ANIMALS

1. No cattle or roosters may be maintained on any of the described properties. Other animals may be maintained on individual Lots if suitable permanent fencing and shelter is provided. Plans for fencing and shelter shall be submitted to the Architecture Review Board for review and approval. Horses are to be kept inside an enclosure and are not permitted to roam.
2. Violations are subject to fine after a written citation in the amount of \$100 per violation pursuant to Section VIII below. A maximum of 2 Horses per Lot shall be allowed subject to review and approval from the Homeowners Board.

V. NUISANCES & NOXIOUS WEEDS

1. No noxious, loud, odorous, unsightly, violent or disruptive activities shall be carried on upon said property, nor shall anything be done therein which may be or become an annoyance, disturbance, or nuisance to any of the surrounding owners. The Board is empowered to enjoin, restrain, and terminate all nuisances pursuant to Section VIII below.
2. Noxious weeds must be maintained and subdued in compliance with the Teton County Weed & Pest District. Lot owners are responsible for eliminating noxious weeds on said properties including Lots that do not have residents or established structures.

VI. PROHIBITION ON DUMPING OR STOCKPILING OF DEBRIS

1. No portion of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage, vehicles, and other waste, and same shall be kept only in a sanitary container.
2. All incinerators or other equipment for the disposal of said material shall be maintained in a sanitary and orderly condition and must meet the requirements for such equipment imposed by the State of Idaho.
3. Any property owner that is not in compliance with items will be given a written warning to clean up their property pursuant to Section VIII below. If after thirty days the property is still not in compliance, that property owner will be subject to a \$100/month fine pursuant to Section VIII below until such time that the property is in compliance.

VII. ASSESSMENTS & POWERS OF THE BOARD OF DIRECTORS

1. The Board of Directors as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth in this Declaration pursuant to Section VIII below. The Board shall have the power to assess against the owner for each Lot specified herein, an assessment equal to the Lot's pro rata share, all reasonable expenses actually incurred or to be incurred in providing the customary and reasonable maintenance of the subdivision roads and other common facilities (including snowplowing).
2. There is established hereby a Board of Directors which will have the power specified herein plus those powers necessary to enforce the covenants, conditions and restrictions established by this Declaration pursuant to Section VIII below.
3. The Board shall be composed of members elected by the Lot owners of The Hideout Subdivision. A majority of the Board may designate a representative to act in its behalf. In the event of the incapacity, death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor.
4. Neither the members of the Board or its designated representative shall be entitled to compensation for services performed pursuant to this Declaration.
5. The members of the Architecture Review Board are appointed by the owners and shall serve a term of two (2) years. The owners shall elect the Board, ideally consisting of at least three (3) members.
6. Each Lot shall have one (1) vote per individual candidate, and the three (3) individuals receiving the most votes shall comprise the Board of Directors and serve a term of three (3) years.

VIII. ENFORCEMENT

1. All of the limitations and requirements set forth in this Declaration shall be enforceable by the Declarants, or by the Board, or by any Owner of any Lot within the Property. Every Owner of a Lot within The Hideout 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, Declarants, or other Lot Owner in enforcing these Covenants, including reasonable attorney's fees pursuant to Idaho Code § 55-115.
2. Liens: The Board shall have a lien against each Lot and the improvements thereon pursuant to Idaho Code § 45-810 to secure the payment of any billing Assessments or penalties 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 mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Idaho.
3. Civil Proceedings: Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Idaho law to enforce a Stop Work Order, injunction, and/or collect any delinquent billings or penalties. In addition to the principal amount of any Assessments, 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.
4. The Board's approval or disapproval required in this Declaration shall be in writing and determination shall be within thirty (30) days and its determination shall be final and binding upon the owner of each Lot. If owners do not adhere to the decisions of the Board, fines may be imposed by the Board of Directors upon said owner according to the following criteria:
 - (a) A majority vote by the Board of Directors shall be required prior to imposing any fine on a member for a violation of any covenants and restrictions pursuant to the rules and regulations of the homeowners association.
 - (b) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the member at least thirty (30) days prior to the meeting.
 - (c) In the event the member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the member continues to address the violation in good faith until fully resolved.

- (d) No portion of any fine may be used to increase the remuneration of any Board of Directors member or agent of the Governing Body.
 - (e) No part of this section shall affect any statute, rule, covenant, bylaw, provision or clause that may allow for the recovery of attorney fees.
5. Neither the Board, nor any members thereof shall be liable to any owner for any damage, loss, prejudice suffered or claims on account of the approval or disapproval of any construction or any other matter arising out of their status or performance or nonperformance of the functions provided for herein; provided that they have acted in good faith.

IX. AMENDMENT

1. The provisions of this Declaration may be altered, modified or amended by an instrument in writing signed and acknowledged by a majority of the property owners of The Hideout who are present or submit a vote in writing on such amendments. Each Lot owned shall constitute the right to submit one (1) vote per Lot owned. As of the date of this Declaration, there are four Lots in The Hideout, and thus there are correspondingly four potential votes. The right to vote shall be appurtenant to each subdivision Lot and shall not be subject to severance from the ownership of such Lot. When more than one person holds an interest in any subdivision Lot, they are collectively considered one (1) Ownership such that they are entitled to cast one (1) vote per Lot owned. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any given subdivision Lot.
2. Said alteration, modification or amendment shall be effective upon recordation in the Office of the Recorder of Teton County, State of Idaho.

X. SEVERABILITY

1. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
2. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision.

XI. EFFECTIVE DATE

1. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Ilka Hadlock acting President of The Hideout Homeowners' Association, Karl Roth acting Treasurer, and Aaron Hallenbeck acting Secretary have hereunto caused their names to be affixed the day and year first above written.

Ilka Hadlock, President

Karl Roth, Treasurer

Aaron Hallenbeck, Secretary

STATE OF IDAHO

) ss.

COUNTY OF TETON

The foregoing-Amended Covenants was acknowledged before me by Ilka Hadlock, Karl Roth & Aaron Hallenbeck this _____ day of _____, 2022.

Witness my hand and official seal.