

**Declaration of Covenants, Conditions and Restrictions for
Two Thousand Views Subdivision
Teton County Idaho**

THIS DECLARATION, made on the day hereinafter set forth by B&R Rental, LLC, hereinafter referred to as “Declarants”, the owners of Lots 1 through 10 in accordance with the Subdivision plat filed for record on _____, 2025, in Teton County, Idaho as Recorder’s No. _____ and which all lots and parcels shall hereinafter be referred to as the “Property” and as is further described as follows:

Two Thousand Views

Parcel RP04N46E066705 - Section 6 - Township 4N - Range 46E

Lots 1-10

NOW, THEREFORE, Declarants hereby declare that all of the Property described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, enjoyment and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

- 1.1 “Association” shall mean and refer to the Two Thousand Views Homeowner’s Association, its successors and assigns. It shall be defined as the nonprofit corporation established to administer and enforce the terms and conditions of this Declaration and the Covenants herein.

- 1.2 “Building Envelope” shall be defined as a contiguous area within each fee simple lot or parcel as specified herein within these covenants and is the area in which all residential buildings are to be constructed on the Property, and as identified in the Subdivision Plat recorded with Teton County, Idaho. The Building Envelope shall be circumscribed by the Development Area, as defined below.

- 1.3 "Buildings and Structures" shall refer to any constructed, erected or placed improvements upon the Property and those buildings and structures shall be subject to the design review provisions of these Covenants.
- 1.4 "Common Area" shall mean or refer to all real and personal property now and hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the exclusive use and enjoyment of the Owners. The Common Area shall include, but not be limited to, the roads, streets, entrance ways, signage and signage lighting located on property owned by the Association.
- 1.5 "Common Roads" shall be defined as the private roadways within the Property which provide access to individual lots and parcels, excluding individual lot and parcel driveways.
- 1.6 "Common Services" shall be defined as services incurred by the Association for the maintenance and operation of the Property, common facilities and amenities, including without limitation maintenance and snow removal services for the common roads; maintenance and repair services for utility lines located in the easements and in the rights-of-ways of said roads; maintenance and repair services for the recreational facilities, fire hydrants, common irrigation systems, fences, entry gates, and landscaping maintenance and management of weed control; and shall include any other services deemed necessary by the Association.
- 1.7 "The Design Committee" or hereinafter referred to as "DC" shall be defined as the committee appointed by the Association Board of Directors whose responsibility it shall be to review all building and construction plans and plans for any and all site modifications.
- 1.8 "Declarants" shall mean and refer to B&R Rental, LLC their successors and assigns if such successors or assigns should acquire more than one undeveloped lot or parcel from the Declarants for the purpose of development and are designated by the Declarants as the successor declarant.

- 1.9 “Development” shall be defined as any alteration of the natural land surface, and all buildings, structures, or other site improvements placed on the land or alterations made to accommodate the use of a lot or parcel.
- 1.10 “Development Area” shall be defined as a contiguous area within each fee simple lot or parcel as specified herein within these covenants and is the area in which all residential buildings and residential related structures are to be constructed on the Property, and as identified in the Subdivision Plat recorded with Teton County, Idaho, as part of each fee simple lot or parcel not included within a Farm Easement or Open Space Easement. The Building Envelope, as defined above, is circumscribed by the Development Area. Ancillary residential structures, such as fences, wells, septic drain fields may extend beyond the Building Envelope into the Development Area, as further governed by the appropriate regulatory bodies and these Covenants.
- 1.11 “Lot or Parcel” shall mean and refer to any of the plots of land described above and shown upon any recorded subdivision plat or development plat of the Property.
- 1.12 “Owner” shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot or parcel, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.
- 1.13 “Property” shall mean and refer to that certain real property within the boundaries of Two Thousand Views, as has been set forth above in the first paragraph of these covenants and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.14 “Road Costs” shall be defined as expenses relating to maintenance, snow removal and improvements to the common roads, maintenance and repair services for utility lines in the rights-of-way of such roads.

ARTICLE II: ASSOCIATION MEMBERSHIP AND VOTING

- 2.1 ASSOCIATION MEMBERSHIP. Every owner of a lot or parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel which is subject to assessment.
- 2.2 VOTING RIGHTS. The Association shall have one class of voting membership. The members shall all be owners and shall be entitled to one vote for each lot or parcel owned. When more than one person holds an interest in any lot or parcel, all such persons shall be members. The vote for such lot or parcel, or lots or parcels, shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or parcel. If any owner or owners cast a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot. In the event more than one (1) vote is cast with respect to a particular lot, none of the said votes shall be counted and said votes shall be deemed void. In the event any owner is more than thirty (30) days' delinquent in payment of assessments, or is otherwise in default of any non-monetary obligation after receiving written notice of the same from the Association, said owner's right to vote as a member of the Association shall be suspended until the default is cured.

ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS

- 3.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of any lot or parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and to pay to the Association.
- a. Annual assessments or charges, and
 - b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Assessments shall be by the lot, not the owner. An owner of multiple lots shall be required to pay the assessment for each lot owned. Lots need not be improved upon for assessments to be due.

- 3.2 **PURPOSE OF ASSESSMENTS.** The assessment 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 the Property, including, without limitation, roads, utility lines, fire hydrant, main shut off for Trail Creek Irrigation, fences, entry gates, weed control, Association mailing costs and other related expenses incurred on behalf of the Association.

3.3 MAXIMUM ANNUAL ASSESSMENTS

- A. From and after January 1 of the year immediately following conveyance of the first lot or parcel to an owner, the maximum annual assessment may not be increased by more than ten percent (10%), except by a vote of at least 51% of members who are voting in person or by proxy at a meeting duly called for this purpose. The Association, through its Board, shall be authorized to make emergency repairs without notice.
- B. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum and such increases as are allowed herein.
- C. The amount of annual assessment to be paid upon the purchase of any lot shall be \$250.00 Due at the first of each year.
- 3.4 **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of a capital improvement upon the common assets, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% percent of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

- 3.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3.3 AND 3.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3 or 3.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or their representatives holding written proxies, entitled to cast at least fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-fifths (2/5) of all the votes of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 3.6 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a semi-annual or annual basis.
- 3.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all lots or parcels subject to assessment on the first day of the month following the recording of a final plat. The first annual assessment for lots or parcels purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot or parcel annually at the annual Association meeting. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a receipt signed by a member of the Board of the Association setting forth whether the assessments on a specified lot or parcel have been paid.
- 3.8 EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid or not received by the Association within thirty (30) days after the due date

shall bear interest from the due date at the rate of twelve percent (12%) per annum. An additional penalty of \$100.00 per delinquent assessment shall be charged. The Association may file a lien of record, bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot or parcel. No owner may waive or otherwise escape liability of the assessment provided for herein by nonpayment, nonuse or abandonment of his lot or parcel.

- 3.9 PRIORITY OF LIEN TO MORTGAGES. The lien of the assessments provided for herein shall not be subordinated to the lien of a first mortgage or purchase contract of any Owner. Sale or transfer of any lot or parcel shall not affect the assessment lien. Foreclosure, or other conveyance to avoid foreclosure, shall not extinguish unpaid liens.

ARTICLE IV: ARCHITECTURAL CONTROL

- 4.1 DESIGN COMMITTEE OR DC; ORGANIZATION, POWER OF APPOINTMENT, AND REMOVAL OF MEMBERS.

There shall be a Design Committee or DC organized as follows:

- A. The DC shall consist of three (3) members, of which one of the members shall be experienced in the area of high-quality residential building design, architecture, construction or land use planning and development. The initial members of the committee have been appointed by the Declarant. The DC shall consist of Brian Maw, Randell Mayers, and Nicolette Maw. Subsequent appointments shall be made by the Association Board of Directors.
 - B. Each of said persons shall hold office until such time as that person has resigned or until a successor has been appointed by the Board.
- 4.2 DC DUTIES AND OBJECTIVES. It shall be the duty of the DC to consider and act upon such proposals for the plans submitted to it from time to time, to adopt and administer DC rules pursuant to Section 4.5 of this Article. No building or fence, or other improvement, shall be constructed, erected, or maintained, on any lot or parcel or tract, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications, and such

other information relating to such improvements as the DC may require, shall have been submitted to and approved in writing by the DC. The DC shall consider the suitability of the improvements, the materials of which it is being constructed, the colors to be used, and the site upon which it is being constructed, the nature of the adjacent and neighboring improvements, the quality of the material to be used in any proposed improvements and the effect of any proposed improvement.

The two main objectives of the DC are:

- A. To make certain that no improvement is so similar, or dissimilar, to others in the neighborhood that values, monetary or aesthetic, will be impaired.
- B. To evaluate the proposed building site and architectural elevations in a professional effort to minimize and any all impacts upon the general public, neighboring lots and parcels, and their view corridors.

4.3 DC MEETINGS; ACTIONS; COMPENSATION AND EXPENSES. The DC shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the DC. The DC shall keep and maintain a record of all action taken from time to time by the DC at such meetings or otherwise. Unless authorized by the Association, the members of the DC shall not receive any compensation for services rendered. Submission of plans shall require a response from the DC within sixty (30) days. Substantive changes or alterations in plans approved by the DC, which determination shall be made by the DC in its absolute and sole discretion, shall require subsequent approval prior to construction. Failure to obtain subsequent approval can result in a penalty being assessed against the owner of record, up to and including a requirement that the improvements be modified to reflect the plans approved by the DC, or a lien being placed upon the owner's lot equivalent to twenty-five (25%) of the difference in construction costs between the approved plan and the improvements modified in contravention of the approved plan. The calculation of the cost difference shall be made by an independent party working in conjunction with the owner's builder, the cost for which shall be borne by the owner. This lien

shall be a continuing lien against the owner's lot, and shall have the same effect and survivability as annual or special assessments, as otherwise specified in Article III of these Covenants.

- 4.4 DC RULES. The DC may, from time to time, and in its sole and absolute discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "DC Rules." A copy of the DC rules, as they may from time to time be adopted, amended or repealed, certified by any member of the DC, shall be available for each lot or parcel owner requesting the same from any member of the DC, and shall have the same force and effect as if they were part of the Covenants, Conditions and Restrictions. The DC may record the same if deemed necessary.
- 4.5 NON-WAIVER. The approval by the DC of any plans, drawings, or specifications for any work done or proposed, or in conjunction with any other matter requiring the approval of the DC under these Covenants, Conditions, and Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever subsequently or additionally submitted for approval.
- 4.6 ESTOPPEL CERTIFICATE. Within thirty (30) days of written demand therefore is delivered to the DC by any owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the DC shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any lot or parcel of said owner, that as of the date thereof either:
 - A. All improvements or other work made or done upon or with said lot or parcel by the owner, or otherwise, comply with the Covenants, Conditions and Restrictions, or
 - B. Such improvements and/or work do not comply, in which event the Certificate shall also:
 - I. Identify the noncompliant improvements and/or work, and
 - II. Set forth with particularity the cause or causes for such noncompliance.

Any purchaser from the owner, or mortgagee or other encumbrancer, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant, and all owners and such purchaser, mortgagee or other encumbrancer.

4.7 LIABILITY. Neither the DC nor any member thereof shall be liable to the Association or to any owner or project committee for any damage, loss or prejudice suffered or claimed on account of:

- A. The approval or disapproval 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 or specifications.
- C. The development or manner of the development, of any property within the subdivision.
- D. The execution and filing of an estoppel certificate pursuant to Section 4.6 above of this Article, whether or not the facts therein are correct; provided, however, that such member has, with actual knowledge possessed by him, acted in good faith.

Without in any way limiting the generality of the foregoing, the DC, 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 DC.

ARTICLE V: DESIGN STANDARDS

5.1 GENERAL STANDARDS. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each lot

or parcel classified as a residential dwelling. It shall be the intent of the DC to permit the range of architectural styles prevalent throughout the Rocky Mountain region of the Western United States, so long as they do not result in a detriment to the community as a whole. Energy-efficient and low-impact construction methods – including the installation of low-volume commodes, high-insulation windows, high-insulation exterior walls, drip irrigation systems, portions of xeriscaping, and ENERGY STAR-rated appliances, among others – shall be encouraged for all improvements within Two Thousand Views. All general contractors and building companies must be approved by the DC. Manufactured homes are not permitted.

5.2 DESIGN CHARACTER.

- A. All improvements shall be of new construction and adhere to traditional western architectural standards as are prevalent throughout the Rocky Mountain States region and acceptable to the Design Committee. Pre-built, component or modular construction shall not be permitted. Exterior colors shall be of subdued hues. Samples of all materials and colors to be used in the exterior treatment of any structures shall be submitted to the DC for review and approval prior to any commencement of construction. All approved exposed metals shall have a dull colored finish, or shall be flat color anodized or flat painted in a color acceptable to the DC. Semi-transparent stains may be used on exterior finishes, provided that an application and approval is processed through the DC.

- B. All construction on the primary residence shall be completed within one year from the commencement date of construction unless the DC and the Association Board of Directors approves an extension for good cause, not to exceed six months in time. Local and nationwide labor and goods shortages will be taken into consideration for the length of the construction timing.

5.3 BUILDING DESIGN

- A. Not more than one single-family residence shall be constructed on any residential lot or parcel. A detached guest suite or other accessory

building may be permitted if it is of similar design and character. Guest houses and accessory buildings shall not exceed 1,500 square feet and may have cooking facilities inside, and shall not be greater than sixty percent (60%) of the principal residence. Accessory structures shall not exceed the square footage of the principal residence nor be built prior to the principal residence. No rooftop antennas shall be allowed and any other type of reception system or antenna shall be appropriately screened and must be submitted for approval to the DC prior to construction or erection thereof.

- B. The minimum floor area of any single-family residence shall not be less than 2,500 square feet, exclusive of a garage or unenclosed porches or decks. A minimum of 1,600 square feet of floor area shall be constructed at grade level. Maximum house size, including detached structures but not including garages, shall not exceed 6,000 square feet in total size. Detached buildings shall be no greater in size than a maximum of 1,500 square feet and no smaller than 600 square feet and use natural materials, adhering to residential design standards listed above. Total number of related residential detached buildings and/or structures, exclusive of the primary single-family residence, shall be limited to two buildings and/or structures and to be located within the designated building envelope. Garages must be attached to the principal residence, unless connected to a detached guest suite/ accessory building.

- C. The maximum building height of any residential structure shall not exceed 28 feet and the maximum height of detached residential accessory buildings shall not exceed 28 feet unless approved by the DC, and in accordance with Teton County regulations. All heights shall be measured at any cross section of the structure from finish grade to the highest point of the structure immediately above. For the purposes of building design, the elevation of finished grade shall not be more than two feet above existing grade. Minor projections such as chimneys shall not be included in the maximum height.

- D. Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have minimum overhang of two feet. Windows shall be

encouraged to be of high-efficiency construction. It is mandatory that all paint finishes on windows, doors, and trim be approved by the DC.

5.4 SITE DESIGN

- A. The minimum setback on any lot or parcel to any side or back or front property line must be in compliance with the standards set forth by Teton County, Idaho zoning regulations. A building envelope and development area has been established for each lot or parcel and is further specified in the recorded plat. No building or structures, or parts thereof, shall be permitted on any lot or parcel outside of the development area.
- B. The DC must approve the placement of each building and/or structure within the designated building envelopes and development areas, to ensure that all natural and obvious view sheds are not necessarily or substantially obstructed from the adjacent lots. Priority consideration shall be given to lot or parcel owners who have applied to the DC for site review and building design approval in conjunction with their dated, filed application to the Teton County Building Department, establishing their intent to commence construction, subject to being granted the necessary approvals to allow said construction to commence.
- C. Finish grading on all building sites shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet minimum fall of six inches in ten feet shall be provided at the perimeter of all buildings which have non-impervious surfaces and one inch in ten feet for impervious surfaces. The entire site shall have positive drainage to rights-of-ways and shall utilize natural draws to facilitate drainage, as required.
- D. Each dwelling unit shall be accompanied by a garage providing for a minimum of two indoor and enclosed parking spaces. Parking spaces, whether interior or exterior, shall have minimum dimensions of not less than ten feet wide by twenty feet long and served directly by a

driveway. All parking spaces and driveways shall be constructed in a manner consistent with the roadways in Two Thousand Views or better.

- E. Fencing shall comply with the Fence Design Standards adopted by the DC and shall not exceed height limitations, if any, imposed by Teton County, Idaho. Wildlife-Friendly fencing is required to permit seasonal migration patterns of area wildlife. The following are the only fences permitted within the building envelope and/or development area and subject to the approval by the DC:
 - i. Fences around garden plots, swimming pools and tennis courts, the size, construction type, and color of which shall be approved by the DC.
 - ii. A dog kennel, the size, construction and location of which shall be approved by the DC, provided that the kennel is contiguous to and bordered on one side by one of the permitted structures, wholly within the building envelope and/or development area and containing an area no greater than 600 feet.
- F. Electrical and telephone utility lines will be installed underground in the easements and rights-of-ways of the Common Roads. Connections from the lots or parcels within the Property to the designated underground utility lines shall be completed at the expense of the owner of each lot or parcel, and shall be underground. Any and all above ground utility lines are prohibited. All applicable connections fees shall be borne by each lot or parcel owner at the appropriate time as designated by each utility provider.
- G. Wildlife habitat and wetland "lined" pond enhancements are acceptable physical alterations to the lots or parcels provided that these enhancements do not interfere with or impede any established objectives of Two Thousand Views. However, prior to undertaking any enhancement activities, a plan describing the enhancement must be submitted to the DC for approval. Additionally, any lot or parcel owner proposing a wetland "lined" pond enhancement must submit proof to

the DC that an application has been submitted to the proper State and County agencies for review and permit approval.

- H. A landscaping plan must be submitted for review and approval of the DC, concurrent with all other plan submission requirements. All landscaping as submitted and approved by the DC must be completed within two years from commencement of construction unless the DC and the Board of Directors of the Association approve an extension for good cause, not to exceed six months' time.
- I. An area defined as at least forty (40) feet from the outer walls of any point on the house and at least twenty (20) feet from the outer walls of any point on any guest house or accessory building shall be a mowed and watered grass lawn, or other full-coverage native non-invasive species groundcover, along with landscaping. An alternative to this requirement may be submitted to the DC for their discretionary review and approval. Portions of Xeriscaping is encouraged to reduced impact on groundwater sources.

ARTICLE VI: LAND USE AND RESTRICTIVE COVENANTS

- 6.1 GENERAL RESTRICTIONS. The following general restrictions shall apply lot or parcels within Two Thousand Views.
 - A. No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed, or permitted to remain on any lot, parcel, or tract, and no excavation or other work which in any way alters any lot or parcel from its natural or improved state existing on the date such lot or parcel was first conveyed in fee by Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, lot or parcel or tract until the plans, specifications and exterior material samples and color selections therefore have been approved in writing by the DC and a building permit has been issued.
 - B. The sum of Two Hundred (\$200) for each residential lot or parcel shall be submitted, along with the proposed building, site or alteration plans

to the DC to cover the expenses of reviewing said plans. Said amount may be increased or decreased from time to time by the DC rules.

- C. Two copies of any proposed plans and related data shall be furnished to the DC for its records. Any approval given by the DC shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the persons submitting the plan to commence construction.
- D. A building envelope and development area has been established and is referenced in Article 5.4.a above. All ingress and egress to Two Thousand Views lots or parcels shall be obtained from the subdivision/development interior road designed to access the established building envelope and development area of each lot or parcel and furthermore, as also identified on the Two Thousand Views Subdivision and Plat maps. No additional access shall be provided for any private lot or parcel off County Road E 2000 S.

6.2 RESIDENTIAL AREA; USES; RESTRICTIONS

- A. Each residential lot or parcel shall be allowed to offer rental opportunities in a guest suite or ADU above a garage. No lot or parcel shall be further divided or lot or parcel split, provided, however, that nothing in this subparagraph 6.2.a shall be deemed to prevent the following:
 - I. Any artist, artisan or craftsman from pursuing their artistic calling upon the lot or parcel or dwelling unit owned by such artisan if such artist, artisan or craftsman also uses such lot or parcel or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or parcel or in such dwelling unit, and does not advertise any product or work of art for sale to the public upon such lot or parcel or dwelling unit.
 - II. The leasing of any primary residence and associated buildings and structures, subject to all the restrictions of the Association.

- B. Each residential lot or parcel, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such owner's sole cost and expense. Additionally, all lot or parcel owners shall be required to maintain the exterior of all improvements, buildings and structures in a manner acceptable to the Association. Non-maintenance of landscaping, lack of weed control, accumulation of garbage, refuse, debris or unsightly materials or possessions may cause the Association to act on clean-up of same and lot or parcel owners shall not stop the Association from acting in the best interest of the Association. Offending owner will be assessed for the cost of clean-up and needed maintenance.

- C. No noxious or offensive activity shall be carried on upon any lot or parcel, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots. In determining whether there has been a violation of this paragraph or paragraph (b) above, recognition must be given to the premise that owners, by virtue of their interest and participation in Two Thousand Views, are entitled to the reasonable enjoyment of the natural benefits and surroundings. Without limiting any of the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and improvements located thereon, shall be placed or used upon any lot or parcel. Exterior speakers shall be permitted but shall not exceed 65 decibels when in use, which volume shall be measured at the boundary of the building envelope of any lot.

- D. Exterior Lighting is governed by Teton County Code Section 9-4-1-K. This Section requires specific types of light fixtures and lighting levels for commercial, public, and residential lights in Teton County. The purpose is to protect the health, safety, and general welfare of the county residents by providing even, adequate lighting for safety and security that is not excessive, does not interfere with vision because of glare, avoids excessive visual adjustment to varying light levels, permits the viewing of the night sky, and is not obtrusive to homes and public places. All exterior lighting shall be placed on timed off in the evening by 10:00 PM unless activity is on going. No domestic animals or fowl shall be maintained on any lot or

parcel other than not more than three generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Pets shall be fed indoors or, if fed outdoors, shall be fed in such a manner as not to become a wildlife attractant. If any animals are caught or identified in chasing or otherwise harassing other animals or people, the first contact and response shall be to and from the Board President. On a second occasion, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than Two Hundred and Fifty Dollars (\$250.00) plus all costs of impoundment. If such animal or animals are caught or identified in chasing or harassing other animals or people on a third occasion, the board shall have the authority to have such animal or animals impounded, and the Board shall assess a penalty of not more than Five Hundred Dollars (\$500.00) per animal, plus costs of impoundment. No owner of any animal or animals impounded for chasing or harassing other animals or people shall have the right of action against the Board, or any member thereof, for the impoundment of any such animal or animals.

- E. No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring properties, shall be erected or maintained upon any lot or parcel, except:
 - I. Such signs as may be required by law and other legal proceedings;
 - II. Residential identification signs of a combined total face area of two square feet or less for each residence;
 - III. During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;

- IV. Not more than one “for sale” or “for rent” sign having a maximum face area of six square feet.
- F. No house trailer, mobile home, tent, yurt, tepee or similar facility or temporary structure shall be kept, placed, or maintained upon any lot or parcel at any time, provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during and used exclusively in connection with the construction of any work or improvement permitted by these covenants, for a maximum period of twelve consecutive months. No person shall reside in or live in such temporary construction shelters or facilities. Tents and tepees used in conjunction with rear yard children activities and temporary guest outings shall be permitted.
- G. All trailer of any kind, truck camper, motorhome, or boat, shall be kept, placed or maintained upon any lot or parcel in such a manner that such trailer, truck camper, motorhome, or boat is organized and not parked on lot/parcel lines. There will be no broken down trailer, motorhome, boat, snowmobile, ATV, vehicles allowed unless they are stored indoor for rehabilitation reasons.
- H. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring properties. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Homeowner’s Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is permitted in receptacles specifically designed for such purpose, but is otherwise prohibited unless approved by the DC. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector. All garbage collection receptacles shall be kept within a DC-approved enclosure or garage on all days other than the arranged collection day.
- I. Outside clotheslines or other outside clothes drying or airing facilities shall not be allowed.

- J. There shall be no exterior fires whatsoever except barbecue fires or recreational fire pits contained within receptacles designed for such and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles.
- K. All firewood shall be stacked and stored within a DC approved enclosure.
- L. Use of off-road recreational motorized vehicles, including, but not limited to, dirt bikes, four-wheel ATVs, snowmobiles, among others must not cross other lots without permission from the lot owner and must maintain low speeds within Two Thousand Views.
- M. Each lot/parcel owner shall be allowed up to 2 horses per lot as long as they are well fenced and fencing guidelines are followed and approved.
- N. Right to Farm Act: All lot owners will recognize Idaho as an "Agriculture First" state and the Idaho Right to Farm Act protects all agricultural operations within the neighboring areas, including noise, odors and movement of farm machinery which are inherent to farming and ranching operations.
- O. The following conditions cannot be changed by the Two Thousand Views Homeowners' Association:
 - *weed maintenance and control
 - *Teton County dark sky lighting requirements
 - *No further spitting of lots
 - *County setbacks and heights
 - *Right to Farm Act
 - *The authority of EIPH over Two Thousand Views Homeowners' Association
 - *Maintenance of each lot's septic system on a regular basis with septic tank pumping by a septic tank pumping service

ARTICLE VII: GENERAL PROVISIONS

- 7.1 **CONTROL OF NOXIOUS WEEDS.** Each owner shall take all actions necessary to control noxious weeds as defined by the standards and guidelines established in Teton County, Idaho and/or by the Association Board. Because the timing for effective control of noxious weeds is critical, if an owner fails to respond immediately to a written request for weed control from the DC, the Board 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 or parcel to treat noxious weeds without any liability for trespass. In such an event, the owner of said lot or parcel or lots and parcels shall pay all costs relating to enforcement incurred by the Board. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County, Idaho Weed Supervisor and do not pose a health threat to man, livestock or wildlife.
- 7.2 **ANIMAL SPECIES.** Introduction of any non-native animal species which might compete with or harm native species shall be prohibited. This includes, but is not limited to, domestic waterfowl in private aquatic areas.
- 7.3 **ARTIFICIAL FEEDING.** Artificial feeding of deer, moose, elk, and waterfowl shall be prohibited.
- 7.4 **WOOD STOVES.** All wood stoves shall comply with all current smoke emission and efficiency standards in accordance with state or local law.
- 7.5 **MINERAL ACTIVITIES PROHIBITED.** No mining or other mineral extraction development activities shall be permitted on any lot or parcel, including the commercial extraction of gravel, top soil, subsoils or the like for resale. Onsite activities for the purposes of landscaping and pond construction shall be allowed.
- 7.6 **MAINTENANCE.** No lumber, 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 or parcel, except under generally accepted composting practices, in containers designed specifically for this purpose, and as otherwise approved by the DC.

- 7.7 WATER SYSTEMS. Two Thousand Views requires lot or parcel owners to develop and install individual private water well systems which conform to the adopted safe water standards and rules as established by the Idaho Department of Water Resources and other regulatory authorities maintaining jurisdiction over the same.
- 7.8 SEWAGE DISPOSAL. Each dwelling shall be connected to an installed private septic waste disposal system which conforms to the adopted and mandated standards established by the Eastern Idaho Public Health Department and other regulatory authorities maintaining jurisdiction over the same.
- 7.9 COMMON ROAD. The common roads within Two Thousand Views shall be private roads, and each lot or parcel owner shall be responsible for an equal portion of the snow removal, maintenance and improvement costs associated to said common roads as assessed by the Association. Additionally, each lot or parcel owner shall be responsible for an equal portion of the utility maintenance and improvement costs associated to the utilities located within the Common Road rights-of-ways as assessed by the Association.
- 7.10 WILDLIFE PROTECTION. It is recognized by the Declarants, and the purchasers or owners of any lot or parcel within Two Thousand Views, that there is the potential for wildlife to occasionally migrate through the Property during various seasons of the year. As a protection and a preservation effort to maintain any wildlife that might present itself on the Property, Two Thousand Views imposes the following requirements:
- A. No hunting or shooting of guns shall be allowed on any lot or parcel.
- 7.11 LOT CONSOLIDATION. Two or more contiguous lots of parcel within Two Thousand Views may be combined, provided notice of intention to consolidate such lots or parcels is filed with the DC, and consolidation is approved by Teton County. Consolidation of lots shall not reduce annual assessments, which schedule shall be maintained in accordance with the original number of lots so consolidated. Such consolidated lots or parcels may thereafter be treated as one building site, and such site may be subject to these restrictions the same as a single lot or parcel except for the purposes of levying and collecting assessments. The building envelope for

the combined lots or parcel may be aggregated and combined, or adjusted and relocated, with the approval of the DC, and as required under Teton County subdivision regulations, provided it does not infringe on other owners' view corridors or otherwise conflicts with these Covenants.

- 7.12 **WATER RIGHTS AND IRRIGATION.** The Declarant has elected to retain surface irrigation water rights appurtenant to the land within Two Thousand Views in accordance with Idaho State Law. Flood irrigation methods are strictly prohibited. Each lot or parcel owner shall have the right to install approved underground connections and pipelines within the established and provided irrigation line easements to bring said water to his or her lot or parcel, as governed by the Idaho Department of Water Resources and other regulatory agencies. All irrigation water must be provided through underground or surface mainline pipelines and sprinklers and shall be equipped with the proper valves, vents, and discharge heads.
- 7.13 **IRRIGATION WATER CONTROL.** The HOA will maintain the main shutoff valve that delivers water to Two Thousand Views. It is the responsibility of each lot owner to create and maintain their own irrigation lines and hook up to the main delivery line from Garden Water Company.
- 7.14 **FIRE POND AND DRY HYDRANT.** Two Thousand Views utilizes an engineered Fire Pond. It is the responsibility HOA to maintain the shared cost of the inspection fees and any maintenance that may be required. This cost is not determined by Two Thousand Views.
- 7.15 **VIOLATIONS, ENFORCEMENT, LIENS, COST.** The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Declarants, Association Board or by the DC, or by any lot or parcel owner within the Property. The DC is empowered with complete authority to employ counsel and to enforce the covenants.

Every owner of a lot or parcel 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 or parcel owner who uses or allows their lot or parcel to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Association or other lot or parcel owner in enforcing these

covenants, including reasonable attorney's fees. The Association may file a lien against any lot or parcel and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Association from the owner of such property which is not paid within the time period provided by these covenants, plus interest from the date of demand for payment at the rate of twelve percent (12%). The Association 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. In addition to the principal amount of the lien plus interest, the Association 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.

7.16 AMENDMENT AND VARIANCE. These covenants may be amended by written consent of two-thirds (2/3) of the lot or parcel owners of Two Thousand Views. The Declarants shall have one vote for each unsold lot or parcel. The Association shall have such amendments duly executed and placed on record in the Office of the County Clerk of Teton County, Idaho. Notwithstanding the foregoing, the following items cannot be changed or modified by the HOA: weed maintenance and control must continue on an ongoing basis, per Teton County regulations; Teton County dark skies requirements shall not be circumvented; existing lots cannot be subdivided further than as identified on the Plat; Teton County setback and height regulations maintain authority over HOA regulations; the HOA must adhere to any provisions of the Right to Farm Act; and the HOA's authority is secondary to The Eastern Idaho Public Health District (EIPHD) involving matters for which the EIPHD provides regulatory approval.

7.17 DURATION OF COVENANTS. All of the covenants, conditions, and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Section 7.18 of this Article hereof. If required by law, these covenants

shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless a two-thirds (2/3) majority of the lot or parcel owners of the Property subject to these covenants otherwise agree in writing.

- 7.18 SEVERABILITY. Any decision by a court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part of 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.
- 7.19 ACCEPTANCE OF COVENANTS. Every owner or purchaser of a lot or parcel within the Property shall be bound by and subject to all of the provisions of this Declaration, and every lot or parcel 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.

ARTICLE VIII: EASEMENTS

- 8.1 EASEMENTS. The following easements are hereby created:
- A. Easements are reserved by Declarant for conveyance to the Association. All Easements are listed on the Subdivision Plat.
 - B. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise of any easement reserved hereunder or shown on any Subdivision Plat for the Property, except in cases of willful or wanton misconduct.

ARTICLE IX: ENFORCEMENT, DURATION AND VIOLATION

- 9.1 ENFORCEMENT. The Declarants, the Association Board, or the DC, or any owner, shall have the right to enforce, by any legal proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 9.2 **DURATION OF RESTRICTIONS.** All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said Property and the owners thereof, subject to the right of amendment or modification provided for herein, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.
- 9.3 **VIOLATION CONSTITUTES NUISANCE.** Every act or omission, whereby any restriction, condition, or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any lot or parcel owner, and such remedies shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarants have executed this Declaration effective the _____ day of _____, 2025.

By: Brian Maw

Managing Member