

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ALPENGLO SUBDIVISION

(this documents replaces Instrument # 286882)

This is an amendment and restatement of the Declaration of the Protective Covenants, Conditions, and Restrictions regulating and controlling the use and development of real property known as the **Alpenglo Subdivision**, which is made effective this ____ day of March 2025 (this "Declaration"). This Declaration amends, restates, supersedes, and replaces the Declaration of the Protective Covenants, Conditions, and Restrictions recorded in the office of the Teton County Clerk on 9-17-2024 as Instrument No. 286882.

This Declaration encumbers "property" and or "properties" described as the south half of the southeast quarter of Section 11 and south half of the southwest quarter of Section 12, TWP 5N, RNG 45E, E.B.M., Teton County, Idaho and is further described on that certain Final Plat for Alpenglow Subdivision recorded in the office of the Teton County Clerk on May 9, 2025 as Instrument No. 290125 (the "Plat"). This Declaration is made by **3000 North Partners, LLC**, an Idaho Limited Liability Corporation, and is herein referred to as the "Declarant" the owner or beneficial owner of all the lots in the Alpenglo Subdivision.

ARTICLE 1 - PURPOSE AND DECLARATION

NOW THEREFORE, Declarant hereby declares that all properties described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said land and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE 2 - DESIGN GROUP

"Design Group" shall mean a committee consisting of two or more people to consider and act upon proposals for plans submitted for construction. The initial committee shall consist of Matt Hail and Tom Kalange. Upon the sale of 50% of the lots, the successors to the Design Group shall be elected by the existing lot owners. The lot owners shall be entitled to one vote per lot and a determination shall be made at that time, prescribing the number and size of the Design Group.

ARTICLE 3 - HOMEOWNERS ASSOCIATION

After 25% of the lots have been sold, a Homeowners Association shall be formed from the existing lot owners to administer and enforce these covenants. Each Lot owner shall be entitled to one vote per lot owned. If there is more than one person or entity owning a Lot, the vote of such members shall be cast as determined by the owners of such lot. In the event of any dispute among joint owners of a Lot, the Homeowners Association shall have the right to disqualify such

members from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such members' vote. The members of the Association shall hold meetings at intervals set by the Association. Additional regular or special meetings of the members may be held if deemed necessary. This entity shall be responsible for the contracting for services and the collection of Homeowners Fees and the disbursement of the same.

ARTICLE 4 - HOMEOWNERS FEES

Each lot owner shall be responsible for his or her pro-rata share for:

- Snow removal and maintenance of subdivision roads.
- Maintenance of fire control pond and surrounding area, as well associated subdivision fire hydrants.
- Weed control program for all property within Alpenglo Subdivision that has not been landscaped and irrigated.
- mail/parcel building maintenance and utilities.
- Recycling dumpsters and shelters, as well as associated service.
- All costs associated with any maintenance occurring on the easement accessing the property.

On a yearly basis, the homeowners association shall assess fees against each lot and notify the respective owners of the same for the following year. Unless the Homeowner's Association designates otherwise, annual assessments shall be paid in annual installments due on the first day of January. Failure to pay the fees can result in a lien being placed on the lot or lots owned and/or additional legal action. Any installment or other portion of an assessment not paid within 15 days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other additional charges. Until 14 of the lots have been sold, the Design Group shall act in this capacity. Lot owners, including developer owners, must pay their per lot share, regardless of whether or not the lot has been built upon.

ARTICLE 5 - BUILDING ALLOWANCE

No building, fence or other improvement shall be constructed, erected or maintained, on a lot in the subdivision, nor shall any addition thereto, or alteration therein, be made until the architectural and site plans for any improvements have been submitted and approved in writing by the Design Group. In passing upon such plans and specifications, the type of materials, the quality of the materials, and the color to be used, shall be considered by the Design Group in approving or disapproving the plans. Consideration shall be given to the Alpenglo Subdivision Design Guidelines, which are included in this document. The Design Group shall have absolute discretion in making determinations as to acceptability.

ARTICLE 6 - REVIEW

All plans and specifications shall be acted upon by the Design Group within 7 days of submission thereof to determine if the proposed used or development conforms to the requirements of these covenants. Every property owner(new or subsequent purchaser) shall be

entitled to one free design review by the Design Committee. Additional reviews for different home designs for the same property owner will cost \$200, payable to the Alpenglo HOA. The Design Group may approve plans and specifications subject to any conditions or modifications which the Design Group determines to be necessary in order to ensure conformity with the requirements of these covenants. The Design Group shall retain one set of plans and specifications. All Design Group approvals shall require approval by 65% of Design Group members.

ARTICLE 7 - DEVELOPMENT AND LAND USE RESTRICTIONS

All construction, development or use shall conform to the following requirements:

A. Provisions in addition to County Land Use Regulations. Conformity with all applicable land use regulations of Teton County, Idaho, shall be required in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

B. Residential Use. Every lot is hereby restricted in use for residential purpose only, and neither the premises, nor any improvements thereon, shall be used for any commercial, industrial, public, illegal or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. No signs for purposes of advertising shall be permitted. Home-based businesses without customer traffic are permitted. Short-term rentals must conform to county regulations.

C. Authorized Structures. No building or structure shall be constructed, placed or maintained on any lot except a single family residence, garage facilities, ADU(accessory dwelling unit or guest house), barn, corrals and associated buildings or structures that have been approved in writing by the Design Group prior to any construction of the same. An ADU may be constructed prior to the main residence. In this case, the ADU must include an attached garage(or be located over a garage), ADU footprint(including garage) must be a minimum of 1200 square feet. All structures on any lot shall be compatible in design and materials.

D. Construction. Only new construction shall be permitted. No manufactured homes permitted. No non-approved used materials shall be used. No A-frame or yurt structures shall be allowed. No vinyl or T-111 siding exterior materials shall be allowed. The roofs of all structures shall be constructed of shake shingles, cement or ceramic tile, approved metallic roof coverings or such materials as may be approved by the Design Group. Solar collectors shall not be considered as roofs. Glossy painted finishes shall not be permitted. Exterior colors shall be subdued and in the earth tone or gray range, and must be approved by Design Group. Any stone(or cultured stone) wainscot must continue all the way down to the ground. Construction of any residence shall be completed within 18 months from the commencement of construction. All construction and alteration, in addition, shall comply with all zoning and applicable laws of Teton County, Idaho. Unless otherwise permitted by the design group, no structure shall be prefabricated or constructed from used materials. All construction must conform to Uniform Building Code(UBC). All construction and alteration shall comply with all current county and state building and safety codes.

E. Height Limitations, Setbacks, Building Envelopes. Building height shall be measured from established building grade to the highest point of the roof structure, but shall not include chimneys or vents. No building or structure of any kind constructed on the lot shall exceed a height of 30 feet above the pre-construction natural building grade. All structures shall be set back 30 feet from the side lot lines, 40 feet from the front and rear lot line, and within the building envelopes noted on the Plat, unless prior written approval has been obtained from the Design Group. Both the height and location of any structure to be placed on a lot shall obtain prior written approval from the Design Group and compliance with the ordinances of Teton County.

F. Utilities. Electrical and telephone lines will be installed underground along the roads accessing the subdivision.

G. Temporary Structure Prohibited. Temporary structures, such as RV's, travel trailers and yurts, shall be permitted on the lot during construction. Otherwise, RV's and trailers must be stored in a garage or carport. Visitors shall be permitted to park RV's and trailers on the property for a maximum of 30 days per calendar year.

H. Maintenance. The lot and all improvements thereon shall be maintained in clean, safe and appealing visual condition. Boats, motors, tractors, vehicles other than automobiles and pickups, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof shall be kept at all times, except when in actual use, within a covered structure approved by the Design Committee. Refuse, garbage and trash shall be kept, at all times, in a covered container, and any such container shall be kept within an enclosed structure. Service areas, storage piles, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on the lot. Noxious weeds must be kept under control at all times at the expense of the owner, and lots should not be left in an uncared-for condition. In the event that a lot owner fails to comply with weed control, either the lot owner or the Homeowners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lots. A \$300 penalty will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of the weed eradication if the owner does not reimburse said weed control costs.

I. Noxious or offensive activities. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to owners in the area in the enjoyment of their lots. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that adjoining owners, by virtue of their interest and participation, are entitled to the reasonable enjoyment of the natural benefits surrounding the lot. Without limiting the foregoing, no light shall be emitted from a lot which is unreasonably bright, or causes unreasonable glare for any adjacent lot owner. Downward-directed, low-wattage, dark sky lighting, in conformance with the Teton County, Idaho, Dark Sky Lighting Ordinance 9-4-12, is required. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot lines of the lot.

J. Water System. Each structure designed for occupancy or use by human beings shall be connected to a water supply system at the owner's expense. Such water system shall conform to the standards applicable for the area, including, without being limited to, the District 7 Health Department and other applicable state or local agencies. As per Idaho Statutes, access shall be granted as follows:

TITLE 42

IRRIGATION AND DRAINAGE -- WATER

RIGHTS AND RECLAMATION

CHAPTER 12

MAINTENANCE AND REPAIR OF DITCHES

42-1204. PREVENTION OF DAMAGE TO OTHERS. The owners or constructors of ditches, canals, works or other aqueducts, and their successors in interest, using and employing the same to convey the waters of any stream or spring, whether the said ditches, canals, works or aqueducts be upon the lands owned or claimed by them, or upon other lands, must carefully keep and maintain the same, and the embankments, flumes or other conduits, by which such waters are or may be conducted, in good repair and condition, so as not to damage or in any way injure the property or premises of others. The owners or constructors have the right to enter the land across which the right-of-way extends, for the purposes of cleaning, maintaining and repairing the ditch, canal or conduit, and to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. The right-of-way also includes the right to deposit on the banks of the ditch or canal the debris and other matter necessarily required to be taken from the ditch or canal to properly clean and maintain it, but no greater width of land along the banks of the canal or ditch than is absolutely necessary for such deposits shall be occupied by the removed debris or other matter.

K. Sanitary Rules and Restrictions: All requirements of Eastern Idaho Public Health are in force for the installation of all septic systems within Alpenglo Subdivision with only septic systems approved by that agency being installed on each lot. EIPH has overriding authority regarding sanitary practices over the Alpenglo Homeowners' Association. Each lot owner will maintain their septic system with regular septic tank pumping by a septic tank pumping service. No outdoor toilets shall be permitted, except during construction, in which case it must be of a storage type and be serviced as necessary.

L. Excavation and Mining. No excavation for stone, sand, gravel, or earth shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved structure or improvement thereon. No oil drilling, oil development operation, quarrying or mining operations of any kind shall be permitted on any lot without the consent of all lot owners of the subdivision. All spoils from excavation related to construction must be replanted within 6 months.

M. Fencing. Fences shall be treated as improvements. Fencing materials, design and location are subject to the prior written approval of the Design Group. All fencing shall be within 30 feet of the building envelope noted on the Plat unless prior written approval has been obtained from the Design Group. The height limit for fencing shall be 72 inches.

N. Livestock / Domestic Animals. The keeping of horses shall be permitted on lots 1 and 19 only. Any further livestock related requests will be addressed on a case-by-case basis through the Design Group. Each lot owner shall be entitled to have domestic pets (no more than 4 dogs and 3 cats). No animals of any kind shall be raised, bred or kept for any commercial purposes.

O. Trees, Landscaping, and Weed Abatement Program. Plans for landscaping and tree and shrubbery planting shall be submitted to the Design Group for prior approval. Unless specifically permitted by the Design Group, all landscaping (excluding lawns) shall be located within 30 feet to the North, West, and South and 100 feet to the East of the building envelopes noted on the Plat or master plan. Lawns may be located anywhere on a lot. The Design Group will implement a weed abatement program. Such a program may include farming of the area outside building envelopes. No tree over 30 feet tall shall block the view of the Tetons from any home within Alpenglo Subdivision. The HOA shall have authority to top any tree down to 30 feet in order to protect a property's Teton view. The cost of any tree topping shall be passed by the HOA onto the tree's owner, and added to the owner's HOA dues.

P. Size/Split. Each primary residence shall have a minimum enclosed living area of 2000 square feet, and a maximum of 6,000 square feet. Garage space shall not be calculated into the minimum square footage requirements. No accessory dwelling units ("ADU") may exceed 1,500 square feet on lots 1-7 and lots 13-19; and 1,200 square feet on lots 8-12. ADUs shall be no less than 550 square feet. ADUs must comply with current Teton County ordinances and regulations. If there are two residential structures built on a lot, a garage shall be attached to one of the residential structures. It is permissible to have an attached garage on both structures, as well as a detached garage.

Q. Limitation of Liability. Neither the Design Group 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.

R. 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. These covenants shall be deemed to automatically renew themselves at ten-year intervals.

S. Violations; Enforcement; Liens; Costs. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Design Group. A lien may be placed on properties as deemed necessary for assessment collection.

T. Severability. Any decision by a Court of competent jurisdiction validating 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.

U. Amendment. These covenants may be amended at any time by the Declarant prior to the sale of 50% of the lots in the subdivision. Upon the sale of 50% of the lots, a 65% majority of the lot owners can amend these covenants.

V. The Right to Farm Act. Idaho Code Chapter 45, Sections 22-4501, is hereby made a part of this document.

W. Vehicle Storage. Construction on each lot must include garaged parking, attached or detached, for a minimum of 2 vehicles per dwelling. RV's and trailers must be stored in a garage or carport, as approved by the Design Group.

X. Solar Collectors. Solar collectors may be of any construction, materials or pitch required for efficient operation. Location must be approved by the Design Group.

Y. Subdivision or combination of Lots. No lots within Alpenglo Subdivision may be further divided. Lots may be permanently and irreversibly combined by owner which will result in a recalculation of homeowners' dues, starting with the next calendar year, based upon the reduced total number of residential lots in the subdivision.

Z. Fire Control Pond. Easement rights to and around the pond shall be granted to emergency crews for the purpose of utilizing the pond. Easement shall also be granted to the Homeowners Association for the purpose of maintaining the pond. The Homeowners Association shall be responsible for all costs associated with maintaining the pond and perimeter.

A-A. Private Roads. Roadways within the development are considered privately maintained roads accessible by the public. It is the responsibility of the HOA, through collected fees, to maintain the roads, common driveways and common areas within the development.

B-B Flags and flagpoles. One flagpole may be placed on each lot, and must be located within the building envelope noted on the Plat or master plan. Maximum height shall be 30 feet. Maximum flag dimensions shall be 6 feet x 9 feet.

C-C Irrigation. All Declarant installed irrigation infrastructure shall remain the property of the HOA, and Declarant grants an easement for the maintenance of the irrigation system over the property. If total usage by the subdivision exceeds maximum allotment of water by legal right, the HOA may restrict the lot owners to only one connection per lot. If deemed necessary by the HOA, usage may be further restricted in order stay within allowable usage range.

D-D Unamendable Clauses. As referenced in the Development Agreement for Alpenglo Subdivision, Article 7, the following sections from these Declarations shall be made unamendable by the Declarant or HOA.

A. Height Limitations, Setbacks, Building Envelopes

B. Utilities

- C. Maintenance(includes weed maintenance)
- D. Noxious or Offensive Activities(includes Dark Sky Ordinance)
- E. Water System
- F. Waste Disposal
- G. Limitation of Liability
- H. Duration of Covenants
- I. Right To Farm Act
- J. Subdivision or Combination of Lots

IN WITNESS WHEREOF, Declarant has executed this Declaration effective the day and year first set forth above.

3000 North Partners, LLC

By: Matthew Hail

Name: Matthew Hail

Title: Manager

STATE OF IDAHO)

COUNTY OF TETON)

ss.

On this 5/9/25 day of March, in the year of 2025, before me Betsy Smith, personally appeared Matthew Hail, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

[Seal]

Betsy Smith

Notary Public

My Commission Expires on 8-6-2026

