

**DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR:**

Idaho Sand Resort

This declaration of Covenants, Conditions and Restrictions is made to be effective the 20th day of August, 2024, by Idaho SR, llc., President Doug Tolbert (“Declarant”).

WHEREAS, Declarant is the owner of certain real property in Fremont County, Idaho, known as Idaho Sand Resort more particularly described as all that real property shown and described as **Exhibit A** attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the “Subject Property”); and

WHEREAS, Declarant desires to provide for the preservation of the desirability and attractiveness of the Subject Property, and any real property which may be annexed thereto pursuant to this Declaration, through the covenants, conditions, restrictions and provisions as hereinafter set forth; and

WHEREAS, Declarant desires to preserve scenic and recreational values on Subject Property.

NOW, THEREFORE, The Declarant hereby declares that the Subject Property, and any real property which may be annexed thereto pursuant to the provisions of the Declaration, shall be held, conveyed, divided, encumbered, hypothecated, bonded, rented, used, occupied and improved in accordance with and subject to the following provisions, covenants, conditions and restrictions (hereinafter sometimes collectively referred to as “Covenants”), all of which are for the purpose of enhancing and protecting the character, values, desirability and attractiveness of said real property. The covenants shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in said real property, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant, and each Owner, (as hereinafter defined) or person or entity deriving rights from an Owner. Any conveyance, transfer, sale, assignment, lease or sublease of said real property will be and hereby is deemed to incorporate by reference the provisions of this Declaration and the Covenants herein contained.

**ARTICLE I:
DEFINITIONS**

The following terms and phrases used in these Covenants shall be defined as follows:

Section 1: **Association** shall mean the Idaho Sand Resort Subdivision Homeowners Association, an Idaho nonprofit corporation, composed of all Owners of Lots, established to administer and enforce the terms and conditions of these Covenants.

Section 2: **Board** shall mean the Board of Directors of the Association.

Section 3: **Building Envelope** shall be defined as the outlined area within a Lot identified on the Subdivision Plat of the Property within which all buildings shall be constructed.

Section 4: **Common Roads** shall mean the private roadways within the Property that are depicted on the Subdivision Plat or described herein which provide access to or are utilized by more than one Lot.

Section 5: **Common Services** shall mean roadway maintenance and garbage dumpster for the Common Roads and all other common areas and facilities as required to maintain the development .

Section 6: **Development** shall mean any alterations of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a Lot.

Section 7: **Lot** shall mean the Self contained recreational vehicle parking area and or single family residential plots of land which comprise the Property as set forth on the Subdivision Plat.

Section 8: **Owner** shall mean the record 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.

Section 9: **Principal Residences** shall mean the single-family residential structure, or storage garage buildings constructed on any Building Envelope or self contained recreational vehicles to be temporarily parked and used within the property, which is the principle use of such Lot, and to which other authorized structures on such site are accessory.

Section 10: **Property** shall mean the real property described in Exhibit "A" attached hereto and made a part hereof, and shall also include any other real property subjected to these Covenants by the annexation of any future phases as provided in this Declaration.

Section 11: **Structure** shall mean anything built or placed on the ground, not including landscaping or underground installations.

Section 12: **Subdivision Plat** shall mean the map or plat of Idaho Sand Resort Planned Unit Development as recorded in the Office of the Clerk of Fremont County, as

it may be amended from time to time, and including any future phases of Idaho Sand Resort Subdivision Planned Unit Development.

Section 13: **Fremont County** shall mean Fremont County, Idaho.

Section 14: **RV** shall mean any recreational vehicle and shall be required to be a self contained unit meaning it is capable of carrying its own fresh water supply and contain any waist liquids produced in said RV. Said RV units shall also be required as per RVIA standards to be equipped with fire extinguishers as per code . This includes all classes of motor homes ,travel trailers , 5th wheel trailers, and pickup campers.

Section 15: **ATV** shall mean any and all types of all terrain or off road vehicles , sand cars , 4 wheelers, and motorcycles.

Section 16: **GUEST** shall mean any and all people and vehicles visiting or staying on said owners lot .

ARTICLE II: **HOMEOWNERS' ASSOCIATION**

Section 1: One (1) owner of each lot shall be a member of the Homeowners' Association. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: The Homeowners' Association shall have one class of voting membership. Members shall all be lot owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Section 3: The Homeowners' Association shall be responsible for the enforcement and administration of the requirements of these covenants and shall contract for and supervise common services, enforce the development and use regulations, and take all other actions necessary to administer and enforce these covenants.

Section 4: The Homeowners' Association shall meet from time to time as necessary to administer and enforce these covenants. The owners through the purchase of their lots agree to serve on the Homeowners' Association. One person will be elected to serve as the President and will be the contact person for subdivision matters.

Section 5: The Homeowners' Association shall contract for periodic maintenance services on the Common Roads and approved garbage dumpster services . The Association shall prepare an annual budget estimate. Billing for common services shall be paid by lot owners within thirty (30) days of the billing date, billing will be twice yearly. Each lot owner will be responsible for and billed for their respective share of the cost for the road maintenance costs. The initial assessment for common services will commence from and after the date of closing on a lot. Any assessment not paid thirty (30) days after the due date shall incur a 10% penalty. The Homeowners' Association may

bring an action at law against the owner personally obligated to pay the same, or place a lien on the lot owner's property. The lien of the assessments provided herein shall be subordinate to the lien of any existing first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

- **Assessments.** Costs for road maintenance garbage disposal , will be assessed on a per lot basis.
- **Special Assessments.** On the approval of a majority of the voting members in person or with a proxy, the homeowners' association shall have the authority to establish special assessments to meet emergency or unusual conditions that have arisen with regard to the access facilities or utilities which service the property.
- **Limitation of Liability.** Neither the Homeowners' Association 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 the Association or member thereof has acted in good faith.

ARTICLE III: **GENERAL RESTRICTIONS**

Section 1: No lots within Idaho Sand Resort Subdivision may be further divided.

Section 2: The number of RV units allowed to camp on said lot at any one time will be limited to 2 units per 1 acre . Larger lots will increase allowable RV units as per increase in acreage of individual lot . Lot owners will be held responsible for visitors staying on said lots and required to make them aware of covenants and restrictions . Owner will be held responsible for any and all issues arising from there guests . Sub leasing or renting of RV camping sites or Air BB of homes within Idaho Sand Resort will be strictly prohibited.

Section 3: Noxious weeds must be kept under control at all times at the expense of the owner, and lots shall not be left in an uncared for condition. In the event that a lot owner fails to comply with weed control, either the Owners or the Idaho Sand Resort Subdivision Homeowners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lot. A penalty will be assessed to the lot and a lien recorded in the office of the Clerk of Fremont County, Idaho to collect the penalty and the cost of the weed eradication if the owner does not reimburse said weed control costs.

Section 4: Owners' right to agriculture is protected under the Idaho Right to Farm Act – Idaho Code Chapter 45, Sections 22-4501 through 22-4504.

Section 5: All areas disturbed by construction shall be reclaimed or covered with some type of material to prevent issues from blowing sand as much as possible in this sand dune area .

Section 6: Each owner shall keep all lots and the exteriors of improvements thereon and the exteriors, landscaping and surrounding areas of all structures in good order and repair, and in a clean, safe, and attractive condition.

Section 7: No structures of a temporary character, RV's, mobile homes, trailers, tents, tepees, shacks, garages, barns or other outbuildings shall be used on any lot as a permanent residence. Permanent residence with require a permanent home on a permanent foundation with a septic system .

Section 8: No activity shall be allowed on any lot which disturbs or harasses wildlife. No hunting shall be allowed on any lot.

Section 9: Idaho Sand Resort is designed with the purpose of off road motor enthusiasts using and enjoying there off road vehicles and the owner is aware of the noise from said off road vehicles . Owners however accept the reasonability to make every effort to control noise and dust from there off road vehicle in the interest of other in the sub division observing 15 MPH speed .

Section 10: Owners agree to abide by the quite time hours of 10PM to 7AM during which time off road vehicles shall not be used . Loud parties and music that can be heard outside owners lot will be strictly prohibited to respect the rights of other lot owners . Proper generators are allowed during quiet time hours .

Section 11: Owners agree to abide by a speed rule inside the resort of 15 MPH for safety , dust & noise control .

Section 12: Generators will certainly be allowed under the following criteria . Generators with a proper muffler system installed and or enclosed in an out building with proper ventilation and muffler systems to ensure the controlling of noise and allow for safe operation .

Section 13: Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance .Each lot owner may keep up to (2) dogs and (2) cats and other small animals only in numbers that do not create a nuisance or offense to surrounding property owners. Owners must keep there animals ON THERE LOT at all times and barking dogs shall be attended to immediately . Large animals such as horses shall be prohibited .

Section 14: Idaho Sand Resort road will not be plowed for snow and will be closed during the winter months when snow fall begins and will open in the spring when the snow melts away .

Section 15: Should a lot owner opt to live in there permanent residence year round snow removal will be there responsibility . Furthermore said owner or owners will be accountable and responsible for repairs to the access roads from winter plowing .

Section 16: Camp fires will require a permeate steel type well maintained fire pit and at least a 15 feet radius around said fire pit clear from combustibile vegetation and materials. Owners will be held responsible for making sure fires have been completely extinguished when not attended to and will not have open fires at any time that the forest service has declared a no fire restriction on public lands that are in close proximity to the resort .

Section 17: GARBAGE Until such time as the association ops to have central garbage services lot owners are responsible for haul out there garbage . Burn pits for garbage are strictly prohibited . At some later date garbage will be disposed of in the designated dumpster containers contracted by the home owners association . Each owner will keep there lot clean from trash and well maintained .

ARTICLE IV: **DESIGN STANDARDS**

The following standards and restrictions in this Declaration are applicable to all Development, including construction, remodeling, alteration and exterior finishing of any and all building improvements and site preparation. The intent of the Declarant in establishing these Covenants is to create and maintain a resort community in a natural environment.

Section 1: Permanent structures that require a building permit will be allowed

Section 2: Out buildings can be non permanent type structures (eg small bully barn type). Said out buildings must be approved by the developer or home owners association) .

Section 3: Exterior finishes shall be earth toned type colors (no bold bright colors) .

Section 4: Wind mills and or any type of antenna array will be limited to 20 feet in overall height and solar arrays are certainly allowed and are encouraged to be roof mounted on the permanent structures .

ARTICLE V: **WATER RIGHTS**

Each individual lot owner under Idaho law 42-111 has the right to apply for a permit to drill a water well for a single family dwelling or non commercial RV lot use with a restriction of ½ acre of landscaping to be watered from said well .

ARTICLE VI:
DURATION OF COVENANTS

All of the covenants, conditions and restrictions set forth herein shall continue and remain in effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended by a 2/3 vote of the Homeowners' Association.

ARTICLE VII:
SEVERABILITY

Any decision by a court or 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 remainder of these covenants shall remain in full force and effect.

ARTICLE VIII:
ACCEPTANCE OF COVENANTS

Each owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this declaration. Every lot owner or purchaser through their purchase or ownership expressly accepts and consents to the operation and enforcement of all the provisions of this declaration.