

## Moose Creek Estates

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## **Deed Restrictions**

**For**

Moose Creek Estates

(See Exhibit 1 for Legal Description)

Revised 1-9-2003

Amendment to Revision 10-13-2002 Article 2.22

Instrument Number 252637

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<b>ARTICLE I - Definitions .....</b>	<b>4</b>
<b>ARTICLE II – General Conditions and Deed Restrictions .....</b>	<b>7</b>
<b>ARTICLE III – Property Rights .....</b>	<b>17</b>
<b>ARTICLE IV – Home owner’s Association.....</b>	<b>19</b>
<b>ARTICLE V – Covenant for Maintenance and Assessments .....</b>	<b>25</b>
<b>ARTICLE VI – Architectural and Environmental Control Committee .....</b>	<b>29</b>
<b>ARTICLE VII - Easements.....</b>	<b>33</b>
<b>ARTICLE VIII - Encroachments .....</b>	<b>34</b>
<b>ARTICLE IX - Miscellaneous .....</b>	<b>35</b>
<b>EXHIBIT A - Assessment of Expense .....</b>	<b>37</b>
<b>Exhibit 1 – Legal Description of Moose Creek Estates.....</b>	<b>38</b>

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 2004, by Bob Wilson representing Kokopelli Endeavors, a limited partnership, hereinafter referred to as "Declarant.

WHEREAS, Declarant is the Owner of certain real property located in the County of Lemhi, State of Idaho, more particularly described as the Moose Creek Estates on Exhibit 1, attached hereto and incorporated herein as set forth in full and recorded in the County of Lemhi.

AND WHEREAS, Declarant wishes to establish Deed Restrictions for Moose Creek Estates (MCE), which is referred to herein as "The Property".

NOW, THEREFORE, Grantor hereby declares that The Property and each lot, parcel or portion thereof, as described on Exhibit 1, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of The Property, and to enhance the value, desirability and attractiveness of The Property. The terms, conditions, reservations, easements and Deed Restrictions set forth herein shall run with the land constituting The Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in The Property or any lot, parcel or portion thereof; including their Invitees; shall inure to the benefit of every Lot, parcel or portion of The Property and interest therein; and shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by Grantor, by any Owner or his successors in interest and by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of The Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of The Property, nor Grantor's right to post signs incidental to construction, sales or leasing.

## ARTICLE I - Definitions

### 1 DEFINITIONS

- 1.1 “**Articles**” shall mean the Articles of Incorporation of the Association.
- 1.2 “**Assessments**” shall mean those payments required of Owners and Association Members including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.
- 1.3 “**Association**” shall mean and refer to the MCE Home Owners’ Association, Inc., an Idaho non-profit corporation, its successors and assigns.
- 1.4 “**Association Rules**” shall mean those rules and regulations promulgated by the Association governing conduct upon the use of The Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association rules and regulations, and procedural matters for use in the conduct of business of the Association.
- 1.5 “**Beneficiary**” shall mean a mortgagee under a Mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such Mortgage, beneficiary or holder, which Mortgage or deed of trust encumbers parcels of real property on The Property.
- 1.6 “**Board**” shall mean the Board of Directors of the Association or any committee or individual authorized by the Board to act on its behalf.
- 1.7 “**Building Lot**” shall mean and refer to any plot of land showing upon any recorded Plat of The Property with the exception of Common Area.
- 1.8 “**Bylaws**” shall mean the bylaws of the Association.
- 1.9 “**Committee**” shall mean the **Architectural & Environmental Control Committee** (AECC) described in Article VI.
- 1.10 “**Common Area**” shall mean all real property owned by the Association for the common use and enjoyment of the Owners of all Lots and their Invitees. Common areas are located as shown on the MCE Subdivision Plat, recorded in Lemhi County. The “Common Area” shall also include such parcels that are from time to time designated as private driveways, common open space, or common landscaped areas.
- 1.11 “**Declaration**” or “**These Deed Restrictions**” shall refer to this Declaration, as hereafter amended and supplemented from time to time by the Association.

- 1.12 **“Declarant”** shall mean and refer to Kokopelli Endeavors, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and as part of such conveyance, the Declarant assigns and transfers to such transferee the Declarant’s rights with respect to such Lots.
- 1.13 **“Environmental Advisory Board”** shall mean and refer to a group of independent professionals with experience in the fields of forestry, fish and wildlife biology, and/or water quality.
- 1.14 **“Grantor”** shall mean and refer to the Declarant.
- 1.15 **“Improvement”** shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property; including, but not limited to buildings, fences, driveways, landscaping, signs, lights, electrical lines, pipes, pumps, and other recreational facilities of any kind whatsoever.
- 1.16 **“Invitees”** includes: members of an Owner’s family, guests, licensees, contract purchasers, tenants and lessees.
- 1.17 **“Lot”** shall mean and refer to a Building Lot on Moose Creek Estates.
- 1.18 **“M.C.E”** or MCE shall mean and refer to Moose Creek Estates.
- 1.19 **“Member”** shall mean each person or entity holding a membership in the Association.
- 1.20 **“Mortgage”** shall mean and refer to any mortgage or deed of trust and **“Mortgagee”** shall refer to the mortgagee, or beneficiary under a deed of trust, and **“Mortgagor”** shall refer to the mortgagor, or grantor of a deed of trust.
- 1.21 **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.22 **“Plat”** shall mean the recorded Plat of Moose Creek Estates recorded in Lemhi County, Idaho as Instrument Number \*\*, and any recorded amendments thereto.
- 1.23 **“Property”** shall mean and refer to the real property herein before described and such additions thereto as may hereafter be annexed and brought within the coverage of this Declaration as more particularly provided for herein.
- 1.24 **“Unit”** shall mean one primary, single-family dwelling.

**1.25** “**Scenic Pedestrian Easement**” shall mean and refer to the area indicated on the MCE Plat map as such and shall be of common use and enjoyment to the residents and their Invitees, and shall remain protected in perpetuity.

