

STATE OF IDAHO } SS.
County of Boundary }
Filed by: Featherston Law
on 9-22-08 at 01:35
Glenda Poston
County Recorder G Poston
By Deputy
Fee \$ 9.00 Pd
Mail to Featherston Law Firm

239330

**CORRECTION TO THE PROTECTIVE COVENANTS
FOR THE MEADOWS AT FALL CREEK
PLANNED DEVELOPMENT SUBDIVISION #0511
BOUNDARY COUNTY, IDAHO**

This is a correction of the Protective Covenants for the Meadows at Fall Creek as originally recorded April 16, 2007, as Instrument No. 231812, records of Boundary County, Idaho and re-recorded as Instrument No. 233305 on July 16, 2007, in the records of Boundary County, Idaho.

The undersigned Declarant, Gary Williams, as managing member for Mountain View Idaho, LLC, an Idaho limited liability corporation, does hereby correct and amend those protective covenants for the Meadows at Fall Creek Planned Development Subdivision #0511, Boundary County, Idaho as set forth as follows:

a. The undersigned Declarant is the owner of that certain real property located in Boundary County, Idaho and which is described in the aforementioned instrument numbers.

b. As to Paragraph 19 on Page 9 of the Protective Covenants for the Meadows at Fall Creek Planned Development Subdivision #0511 recorded in the records of Boundary County, Idaho as Instrument No. 231812 on April 16, 2007, and re-recorded as Instrument No. 233305 on July 16, 2007, and which paragraph provides as follows:

19. **Trees, Timber** ~ No living tree shall be cut down or removed within the setbacks of any lot in the subdivision except with the prior written approval of the ACC/ DECLARANT (See Exhibit B).

The above-quoted provision in Instrument No. 231812 and 233305 is hereby stricken and shall have no further effect.

c. With regard to Paragraph 33.5 on Page 13 of Instrument Nos. 231812 and 233305, records of Boundary County, Idaho, said paragraph is amended and corrected to read as follows:

33.5 **Garages** ~ All single family residential units shall have a fully enclosed two-car garage. Visual impact of garage doors shall be minimized by such measure as siting of the dwelling, protective overhangs or projections, special door-facing materials and/or design.

Featherston Law Firm ctd

David P. Featherston
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d. It is recognized that a condition of approval of the Boundary County Board of Commissioners of the application identified as SUB #0511 contained a condition that for each lot sold, the sum of \$1,000.00 per lot shall be paid and/or donated to the Boundary County School District as a specific mitigation of the impact of said development upon the school affected by said development within the Boundary County School District. As a result, the Declarant hereby agrees that for each lot sold within the development known as The Meadows at Fall Creek shall be an assessment of \$1,000.00 paid from closing to the Boundary County School District or its designee.

e. It is further acknowledge that a condition of approval by the Boundary County Board of Commissioners of Subdivision File #0511, the Meadows at Fall Creek, provided as condition of approval that the undersigned Declarant donate a one-quarter acre parcel as described in the attached Exhibit "A", which is incorporated herein by reference. Said property has, as of this date, been conveyed to South Boundary Fire Protection District, as required by such condition. The condition of approval further provided that the undersigned Declarant shall construct or pay for the construction of a Fire Station upon the parcel of property described in Exhibit "A" attached hereto. In recognition of the Boundary County Board of Commissions Conditions of Approval, it is hereby acknowledged that each lot subject to this instrument shall be assessed the sum of \$2,500.00 upon the sale and/or transfer thereof, said sum to be paid from closing to the South Boundary Fire Protection District or their designee.

f. It is hereby recognized and acknowledged therefore that the hereinabove correction and/or amendment to the Protective Covenants for The Meadows at Fall Creek shall relate back and, unless expressly stated herein, shall not amend, correct, modify or otherwise render unenforceable any portions and/or sections of Instrument Nos. 231812, 233305 and 234237 of the records of Boundary County, Idaho. All such provisions, terms and conditions shall remain in full force and effect as stated therein unless expressly amended, corrected or deleted hereby.

DATED this 17th day of September, 2008.

MOUNTAIN VIEW IDAHO, LLC,
an Idaho limited liability corporation

By 

GARY C. WILLIAMS
Managing Member

Featherston Law Firm and

*Daniel P. Featherston
Brent C. Featherston*
Jeremy P. Featherston
Sandra J. Wruck
Stephen T. Snedden
Attorneys at Law*

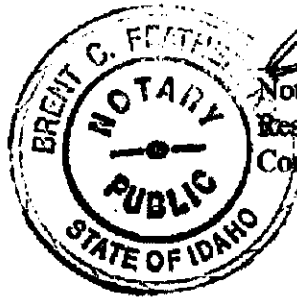
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Idaho & Washington*

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STATE OF IDAHO)
) ss:
County of Bonner)

On this 17th day of ~~August~~^{September}, 2008, before me, the undersigned Notary Public, personally appeared Gary C. Williams, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Brent C. Featherston
Notary Public for the State of Idaho
Residing at: Sandpoint, Id.
Commission Expires: 1-21-2011

Featherston Law Firm, Ltd.

Daniel S. Featherston
Brent C. Featherston*
Jeremy P. Featherston
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AMENDMENT TO THE PROTECTIVE COVENANTS FOR
THE MEADOWS AT FALL CREEK
PLANNED DEVELOPMENT SUBDIVISION #0511
BOUNDARY COUNTY, IDAHO

234237

This Amendment of the Protective Covenants for The Meadows at Fall Creek, recorded April 16, 2007 as Instrument No. 231812 records of Boundary County, Idaho, is made and entered this 1st day of September, 2007, by the undersigned declarant, Mountain View Idaho, LLC, an Idaho Limited Liability Corporation, as follows:

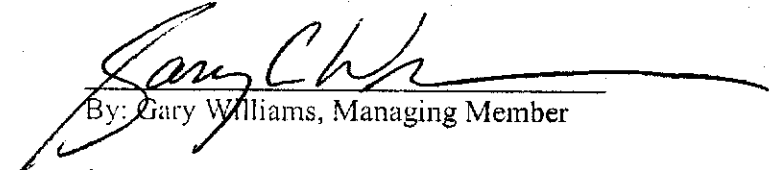
WHEREAS:

- A. Declarant is the owner of real property located in Boundary County, Idaho, which is being developed.
- B. Pursuant to Item 38 contained therein, the declarant reserved the right to amend said Protective Covenants.
- C. By this Amendment, Declarant desires to amend said Protective Covenants in the following manner:

Exhibit C of said Protective Covenants regarding the Bridle Trail is amended to change the location of said Trail to the location shown on Exhibit C attached hereto and hereby replaces and supercedes that shown in the original Protective Covenants as disclosed herein.

NOW THEREFORE the Declarant hereby declares that such amendment is made to this extent and all other items contained in said Protective Covenants remains in full force and effect as stated therein.

Mountain View Idaho, LLC
an Idaho Limited Liability Corporation

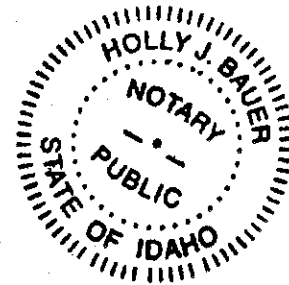

By: Gary Williams, Managing Member

STATE OF IDAHO)

:SS

COUNTY OF BONNER)

on this 10th day of September, 2007, before me Holly J. Bauer, a Notary Public in and for the State of Idaho, personally appeared Gary Williams, known or identified to me to be the person whose name is subscribed to the within instrument as the Managing Member of Mountain View Idaho, LLC, an Idaho Limited Liability Corporation and acknowledged to me that he executed the same in such capacity.



STATE OF IDAHO)
County of Boundary) SS.
Filed by: 1st American title
on 9-11-07 at 9:35
Glenda Poston
County Recorder C. [Signature]
By Deputy

Notary Public for Idaho

Commission Expires: 9-13-2012

Residing at [Signature]

Fee \$ 9.00

Mail to [Signature]

234237

The Meadows at Fall Creek

LYING IN A PORTION OF SECTION 10,
TOWNSHIP 80 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
BOUNDARY COUNTY, IDAHO

COMMON AREA

BLOCK 1

BLOCK 2



LEGEND

--- BRIDLE TRAIL

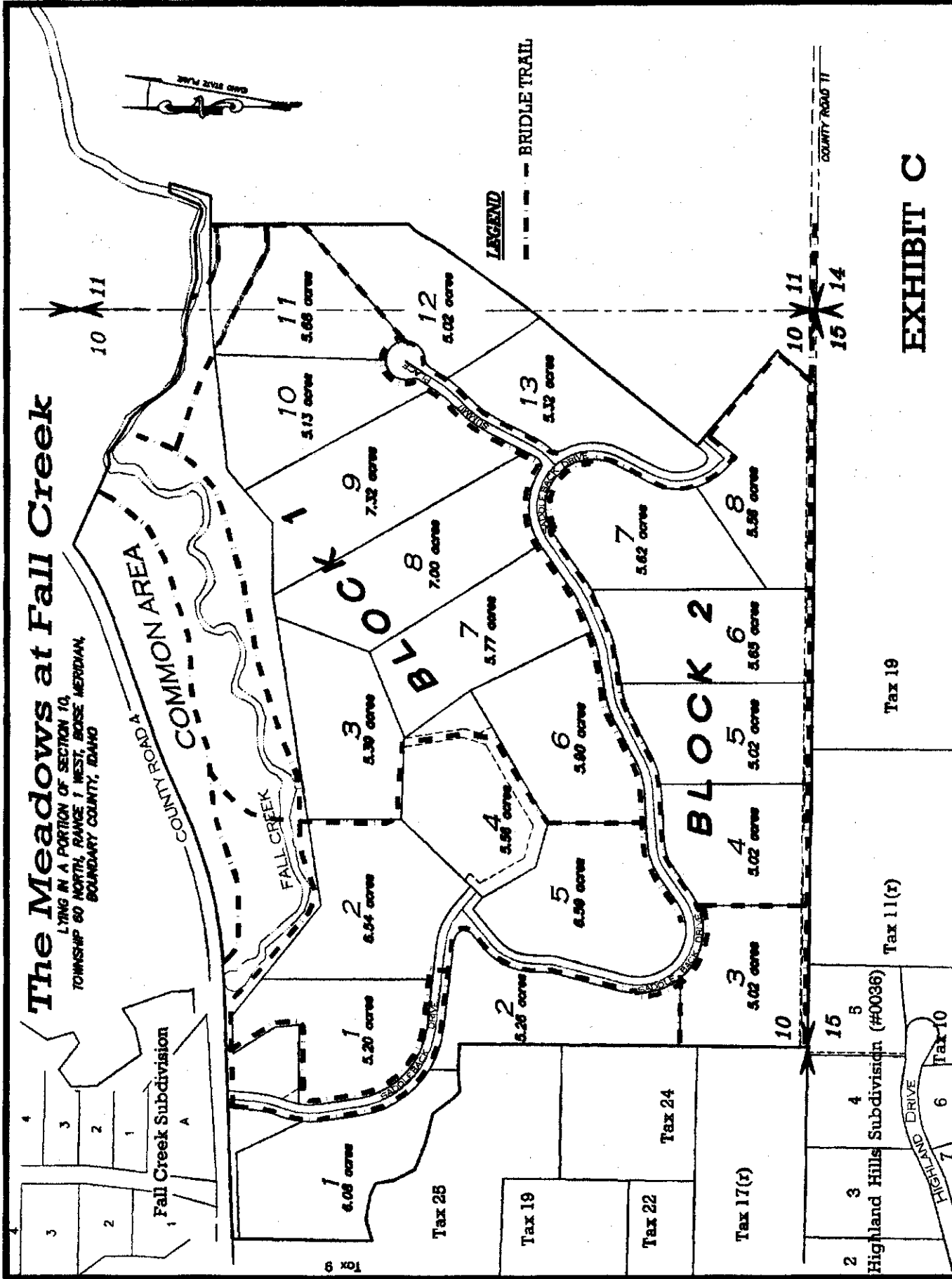


EXHIBIT C

234237

The Meadows at Fall Creek

LYING IN A PORTION OF SECTION 10,
TOWNSHIP 80 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
BOUNDARY COUNTY, IDAHO

COMMON AREA

BLOCK 1

BLOCK 2

Fall Creek Subdivision

Highland Hills Subdivision (#0036)



LEGEND

--- BRIDLE TRAIL

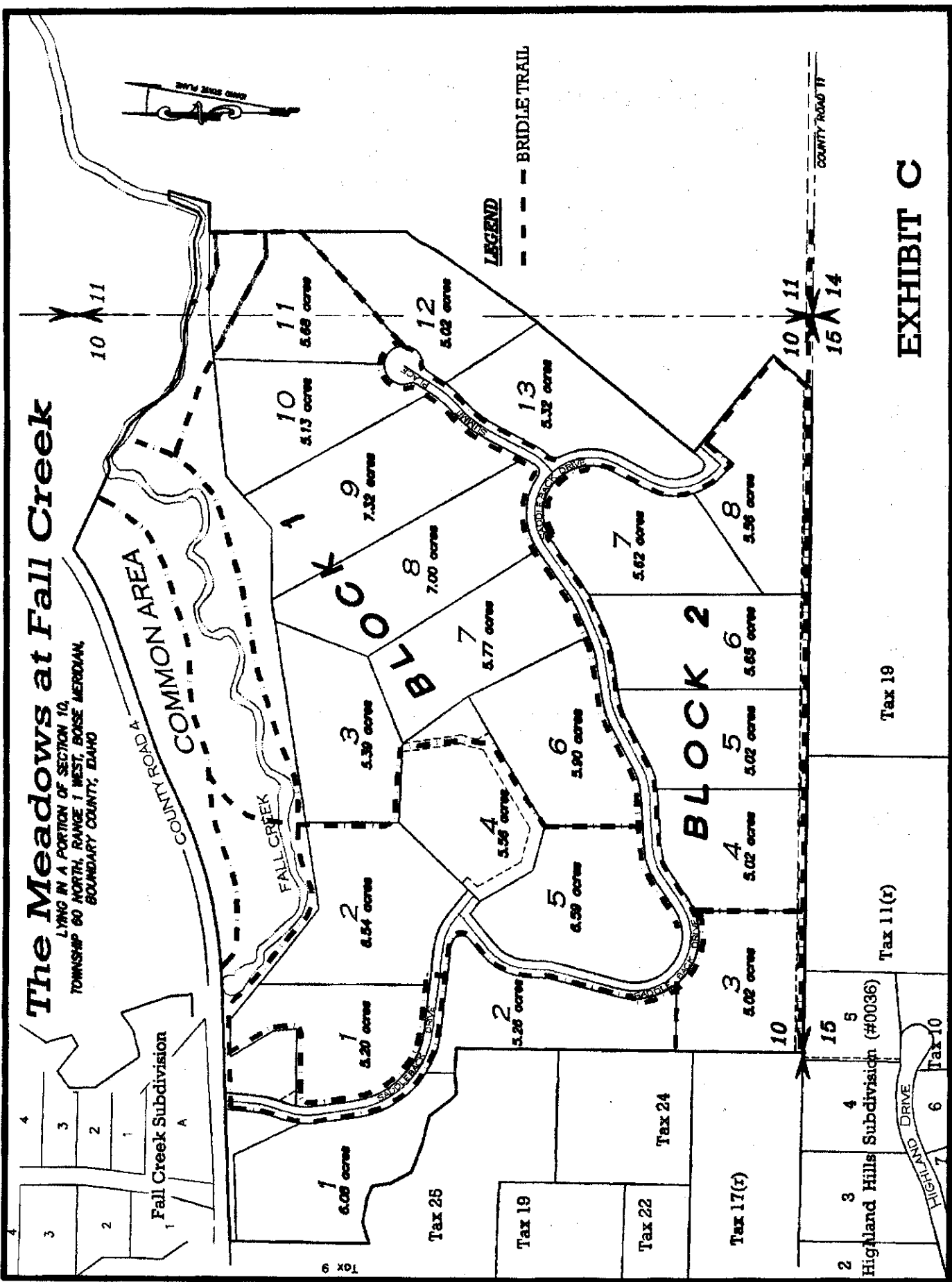


EXHIBIT C

RE-RECORDED TO
AMEND EXHIBITS
A, B & C

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Mountain View Idaho LLC
636 Jeffres Lane
Sandpoint, ID 83864

STATE OF IDAHO }
County of Boundary } SS.
Filed by: 1st American Title
on 4-16-07 at 2:55
Glenda Poston
County Recorder Cusack
By Deputy
Fee \$ 87.00 chg
Mail to data

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PROTECTIVE COVENANTS FOR
THE MEADOWS AT FALL CREEK
PLANNED DEVELOPMENT SUBDIVISION #0511
BOUNDARY COUNTY, IDAHO

Recording of this document replaces and supersedes previous document recorded
on August 31, 2006 under recording number 228194 in Boundary County, Idaho



STATE OF IDAHO }
County of Boundary } SS.
Filed by: 1st American Title
on 7-16-07 at 1:55
Glenda Poston
County Recorder Peterman
By Deputy
Fee \$ 96.00 chg
Mail to data

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**PROTECTIVE COVENANTS FOR
THE MEADOWS AT FALL CREEK
PLANNED DEVELOPMENT SUBDIVISION #0511
BOUNDARY COUNTY, IDAHO**

WHEREAS, Mountain View Idaho LLC a Idaho Corporation, (hereinafter sometimes referred to as MVILLC or "Declarant") is the owner of certain real property located in the County of Boundary, State of Idaho, which has been platted as The Meadows at Fall Creek P.D. (hereinafter sometimes referred to as the "P.D." or "TMAFC"), more particularly described in EXHIBIT "A" attached hereto and made a part hereof, and;

WHEREAS, the Owners of TMAFC desire to place certain restrictions on the use of the subject land for the benefit of MVILLC and the grantees, successors or assigns of MVILLC in order to establish and maintain the character and value of real estate and quality of life at The Meadows at Fall Creek.

NOW, THEREFORE in consideration of the promises contained herein, MVILLC for itself and its grantees, successors and assigns, does hereby impose, establish, publish, acknowledge, declare and agree with, to and for the benefit of all persons who may acquire an interest in any of the lots at TMAFC, the following restrictions, covenants, and conditions, (hereinafter sometimes referred to as the "Covenants") all of which shall be deemed to run with the land and inure to the benefit of and be binding upon MVILLC and its respective grantees, successors and assigns.

There shall be established a legal entity known as The Meadows at Fall Creek Association (hereinafter sometimes referred to as "TMAFCA") for the purpose of administering these covenants to whatever extent the authority to so administer is conveyed by these covenants.

MVILLC reserves the right, in its absolute discretion, to modify these covenants, from time to time, by written amendment, until such time as MVILLC shall voluntarily relinquish such right, in writing, or when MVILLC shall no longer own at least 10% of all Lots, existing or potential, within TMAFC P.D. MVILLC further reserves the right to appoint all members of the TMAFCA board of directors, until such time as 90% of all existing and potential Lots within the P.D. have been sold. After 90% of all existing and potential Lots within the P.D. have been sold, some board members shall be elected by a majority vote, as set forth in the by-laws of The Meadows At Fall Creek Association, with property owners having voting rights as set forth in The Bylaws.

1. **Definition** ~ As used herein, the following words and terms shall have the following meanings:
 - 1.1 **Exhibit 'D' for Building at The Meadows at Fall Creek** ~ These are design guidelines, under separate cover, which set forth information and standards for the design and placement of buildings, grading and landscaping of property. The

Handbook also covers environmental information relative to The Meadows at Fall Creek.

- 1.2a **Committee** ~ The Covenants Committee, appointed by the TMAFCA Board of Directors, established to administer and enforce provisions on these Covenants.
- 1.2b **Architectural Control Committee/Declarant (ACC/DECLARANT)** ~ The Board in charge of all architectural approvals for TMAFC P.D. as appointed by the Covenants Committee.
- 1.2c **The Meadows at Fall Creek, Inc.** ~ The entity charged with the management and operation of roads, water, and other facets of the TMAFC P.D.
- 1.2d **County** ~ County of Boundary.
- 1.3 **Lot** ~ A legal parcel of land located in the P.D. of The Meadows at Fall Creek.
- 1.4 **Dwelling Unit** ~ One or more rooms, in addition to a kitchen and bath facilities, in a permanent building designed for and used as a dwelling exclusively by one family of one or more human beings as an independent housekeeping unit and independent of other such families; such dwelling units shall not include mobile homes, hotels, clubs, hospitals, temporary structures such as tents, railroad cars, trailers, motor homes or motor campers, campers, or metal fabricated structures.
- 1.5 **Residential Use** ~ No part of any lot shall be used for other than private dwelling purposes and assessorly uses.
- 1.6 **Commercial Use** ~ No owner, tenant, or other person shall at any time conduct, or permit to be conducted on any Lot, any trade or business of any kind, including, but not limited to, day care, school, nursery, out-patient treatment, rehabilitation or recovery services, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence for one family. Home occupations of family members, which have no exterior visibility, are not prohibited provided they are conducted totally within the residence, are not open to the public, have no employees and do not generate extra vehicular traffic or street parking.
- 1.7 **P.D.** ~ The Planned Development, as recorded in the office of the County Clerk and Recorder of Boundary County, Idaho, in its various stages: sketch plan, preliminary plan, and final plat.
- 1.8 **Open Space** ~ That portion of the P.D. held by MVILLC/Declarant for ultimate ownership by TMAFCA, to be used by residents and visitors to the P.D. and, with Committee approval, the public in general for hiking, biking, riding, picnicking, viewing, playing or cross country skiing. Such shall remain as open space.

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- 1.9 **Gross Residential Floor Area** ~ The total floor area within the enclosing walls of dwelling units, including but not limited to closets, service areas, and interior walls within the units and all interior spaces.
- 1.10 **Plat** ~ the final plat as recorded in the office of the County Clerk and Recorder of Boundary County, Idaho.
- 1.11 **Property Owner** ~ As used in this instrument, the phrases "real property owner", "property owner" or "owner of real property" shall mean any natural person, partnership, corporation, association or other business entity which shall own an estate, as a co-tenant or otherwise, in fee simple, of any portion of the lands included within the boundaries of the P.D. Such phrases shall not include within their meaning the holder or owner of any lien or secured interest in lands or improvements thereon within the P.D. nor any person claiming an easement or right-of-way for utility, transportation or other purpose through, over or across any such lands.
- 1.12 **The Meadows at Fall Creek, Inc. (TMAFC, Inc.)** ~ TMAFC, Inc. shall be a registered Idaho non-profit corporation. Each property owner shall automatically be a member of The Meadows at Fall Creek Association.

Voting rights in the Association shall be as set forth in The Meadows at Fall Creek Association Bylaws.

For details on voting rights retained by MVILLC/Declarant and its right to control TMAFCA, please refer to the Bylaws of TMAFCA.

2. **Common Facilities** ~ All common facilities not maintained by MVILLC/Declarant which shall be operated by TMAFCA, at its sole expense.

Generally, maintenance of the Open Space within the P.D. shall be the responsibility of TMAFCA which has the right to contract out the maintenance responsibilities. At any time prior to the sale of ninety percent (90%) of the Lots, existing or potential, within the TMAFC P.D., Mountain View Idaho LLC (Declarant) retains the authority to determine from time-to-time which recreational facilities and amenities shall be controlled by MVI LLC or TMAFCA.

Open Space may be used for emergency and maintenance vehicles and may be landscaped. Acts necessary, desirable, or convenient for the installation and maintenance of utility service may be performed and maintained through or under the Open Space by TMAFCA, the Committee or the Architectural Control Committee or their agents, provided such acts shall not cause unreasonable disruption or alteration to the surface of the tract. Acts necessary for the improvement of roads which service any utilities with the P.D. and easements, which have been or hereinafter may be granted in the future by Mountain View Idaho LLC/Declarant, for access to property within or without the P.D. are expressly permitted.

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3. **Exhibit 'D' for Building at The Meadows at Fall Creek** ~ Design guidelines for the subdivision are hereby adopted for use as provided for in these Covenants. It is intended that the guidelines shall be followed to the extent possible by all builders, developers, property owners and residents of the P.D., and that the Committee, Architectural Control Committee, and all other agencies shall follow the guidelines in their review and approval process. The basic purpose of the guidelines is to maintain the aesthetic qualities of the P.D. by directing that all structures and landscaping be compatible with one another and, insofar as possible, be in harmony with the natural surroundings.

4. **Covenants Committee** ~ The Covenants Committee of the P.D. shall be appointed by TMAFCA, serve at the will of TMAFCA, be responsible for the general operation of common areas not under the jurisdiction of Mountain View Idaho LLC/Declarant, and administer and enforce the provisions of these Covenants as recorded in the office of the County Clerk and Recorder of Boundary County, Idaho. Membership of the Committee shall be 3 persons. The Committee shall hold an organizational meeting to elect officers and establish operating rules and procedures, as set within the Bylaws.

5. **Architectural Control Committee/Declarant (ACC/DECLARANT)** ~ The ACC/DECLARANT shall consist of The Declarant until 90 percent (90%) of the lots are sold at which time, 3 members selected by the Committee and shall serve at its pleasure. The ACC/DECLARANT shall exercise its best judgment to see that all improvements, structures, landscaping, and all alterations on the lands with the P.D. are designed and constructed to promote and ensure the health, safety and welfare of the residents of TMAFCA and the general public. The ACC/DECLARANT shall exercise its best judgment to see that all improvement within the P.D. conform and harmonize with the natural surroundings as to external design, materials, color, siding, height, topographic grade, drainage, erosion control and finished ground elevation. The ACC/DECLARANT shall follow and utilize **Exhibit 'D' for Building at TMAFC** and other appropriate provisions of these Covenants. The Committee shall monitor proceeding of the ACC/DECLARANT. Neither the ACC/DECLARANT, the Committee, TMAFCA, nor Mountain View Idaho LLC nor any of their agents, shall be responsible for any defect in any plans submitted for approval.

The ACC/DECLARANT shall have the right to disapprove any plans, specifications or details submitted to it if the same are not in accordance with the provisions of the Covenants and Exhibit 'D', if the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of the real property, if the plans and specifications are incomplete, or if the Board deems the plans, specifications, details, or any part thereof to be contrary to the health, safety, interest, welfare or rights of all or any part of the real property subject hereto or the owners hereof.

- a. **Building Envelopes** ~ The Architectural Control Committee/Declarant shall have the right and authority to designate a building envelope on all lots sold by the developer subject to Boundary County code, setbacks, and P.D. conditions of approval. (See Exhibit B)
 - b. **Notice and Hearing** ~ When a decision is reached by the ACC/DECLARANT, which is adverse to the request of a property owner, that owner shall be notified in writing within five (5) days of the Board's decision. The owner shall then have the right to have the decision reviewed by requesting such reconsideration, in writing, within five (5) days of receipt of such notice. The owner shall have the right to present evidence and witnesses. The hearing shall be held within ten (10) days of the Boards receipt of the request for a hearing. A written decision stating the reasons therefore shall be given to the owner within five (5) days of the hearing. Such decision shall be final, unless overturned by the Committee at a properly called meeting.
6. **Plan Approval** ~ No excavation or improvements of any kind shall be erected, altered, or permitted to remain on any lands within the P.D. unless complete plans and specification are approved by the ACC/DECLARANT prior to commencement of such work. A fee of \$100.00 shall be paid to the ACC/DECLARANT to cover costs and expenses of the review. This amount will be subject to change at their discretion

The ACC/DECLARANT shall consider the materials to be used on the external features of buildings or structures, harmony of external design with existing structures within said P.D., location with respect to topography and finished-grade elevations with regards to the natural setting and surroundings, and shall ascertain whether the architecture conforms to the design criteria contained within and Exhibit 'D' for Building at The Meadows at Fall Creek. The complete architectural plans and specifications must be submitted in duplicate and signed for identification by the owner. If the ACC/DECLARANT fails to take any action within 15 days after complete plans and fees for such work have been submitted to them, all submitted plans shall be deemed to be approved. If the ACC/DECLARANT does not approve the plans, a list of non-conforming items must be attached to the plans and returned to the applicant.

7. **Plans and Specifications** ~ Plans and specifications submitted to the ACC/DECLARANT shall include: a site plan, and floor plans showing all floors and four elevations. All submittals shall include a list of all exterior-building materials and samples or pictures of proposed colors. The ACC/DECLARANT shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise judgment required of it by these Covenants.
8. **Variances** ~ Under certain circumstance, involving matters such as unusual topography, location of trees, brush, aesthetic considerations, or view, the Declarant/Covenants Committee may, by a two-thirds vote allow reasonable variances as long as such variance is not in conflict with Boundary County regulations and has been recommended by the ACC/DECLARANT. After approval

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of any proposed variance, the changes to be performed pursuant to such variance shall be completed with due diligence and in conformity with conditions of approval.

9. **Maintenance of Property** ~ All private property and all improvements, structures, and landscaping on any lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair. Failure to do so shall give the cause of action against the offending property owner.
10. **Fire Plan** ~ All property owners shall be required to comply with the conditions of a Fire Plan if such a plan is adopted by the TMAFCA.
11. **Unsightliness** ~ No unsightliness shall be permitted upon any of the property. Without limiting the generality of the foregoing, the following guidelines shall apply:
 - a. Any unsightly structures, facilities, equipment, tools, boats, vehicles, objects and conditions shall be enclosed within an approved structure or appropriately screened from view.
 - b. No vehicle, boat or equipment shall be constructed, reconstructed, repaired (other than minor maintenance) or abandoned upon any of the property, and no major or commercial vehicle repairs shall occur on the property.
 - c. No lumber, trees, slash piles, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the property except in service yards meeting the requirements of Section 23.
 - d. Refuse, garbage and trash shall be placed and kept at all times in a covered container. Such containers shall be kept within an enclosed, approved structure or appropriately screened from view.
 - e. Hanging, drying or airing of clothing or household fabrics shall not be permitted outside buildings, except as permitted in Section 23.
 - f. Fuel storage tanks installed outside any building, and used only for heating that building shall be either buried below the surface of the ground or screened to the satisfaction of the ACC/DECLARANT by fencing or landscaping.
12. **Annoying Lights, Sounds or Odors** ~ No unreasonably bright or glaring light shall be emitted from any lot or property. Exterior lights are subject to prior approval by the ACC/DECLARANT. Exterior lighting that is subdued and is not directly visible from adjacent dwellings will be permitted for such purposes as illuminating entrances, decks, driveways, parking areas and other purposes as approved. No odors shall be emitted from any lot or property which is noxious or offensive to others. No burning of trash, garbage or other household refuse, etc., shall be permitted.
13. **Recreation Off-Road Vehicles** ~ No person shall operate a motorcycle, snowmobile or other similar motorized vehicle, e.g., ski mobile, skidoo, snow cat, etc., or any aircraft upon any part of the subdivision except for: 1) emergency or maintenance purposes; and, 2) at the discretion of TMAFC, this shall not prohibit the use of normally licensed vehicles on public or private roads with the P.D. including ATVs

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and golf carts. 3) No motorcycle tracts are allowed on any lot within TMAFC P.D. TMAFCA will allow access over roadways to access State and Federal Land.

14. **Liability** ~ The TMAFCA, Covenants Committee, Mountain View Idaho LLC, ACC/DECLARANT or any other person or entity shall not be liable for damages to any person or entity submitting any plans and specifications, or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications.

Any owner submitting, or causing to be submitted, any plans and specifications to the ACC/DECLARANT agrees and covenants that said owner will not bring any action or suit to recover damages against the TMAFCA, Covenants Committee, Mountain View Idaho LLC, or ACC/DECLARANT, except in the case of arbitrary and/or capricious abuse of discretion.

15. **Records** ~ The ACC/DECLARANT shall keep and safeguard for at least three years complete permanent, written records of all applications for approval submitted to it, including one set of all plans and specifications so submitted, and all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

16. **Re-subdivision** ~ No lot shall be re-subdivided except as necessary to accommodate minor lot-line adjustments, and in conformance with Boundary County land use codes, and no building shall be constructed or allowed to remain on any tract that comprises less than one full lot, as recorded on its final plat.

17. **Easements** ~ Easements and rights-of-way are hereby reserved as shown or described on the recorded final plats of the P.D. as they are recorded in the office of the County Clerk and Recorder of Boundary County, Idaho. In addition, the following easements and rights-of-way are reserved:

- a. Easements in the road rights-of-way for water, gas, electrical, telephone, television and other utilities, together with the installation, repair and maintenance thereof.
- b. A general easement maintained in perpetuity over and across all in the P.D. in favor of Mountain View Idaho LLC for installation, repair, improvement, removal and maintenance of utility facilities including water, water drainage, water storage, energy transmission, energy storage, communication and similar services, provided the use and exercise of said easement shall not unreasonably disturb improvements, including walks, drives, fences, or landscaping existing upon a tract at the time of exercise or use of said easement. This shall not preclude temporary disturbances when deemed necessary by MVILLC or the Committee for the general health, well-being, safety or welfare of the residents of TMAFC or the general public.

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- c. In addition to typical utility and drainage easements shown on the plat, easements ten feet in width are reserved along each side of every public roadway for slope maintenance, drainage and snow storage.
 - d. Right-of-way easements may be created or granted across Open Space to provide access to property within or without the TMAFC P.D. All prior easements for access granted by Mountain View Idaho LLC across any Open Space are hereby ratified and confirmed. Easements created under this section may also be used for these purposes set forth in paragraph 18.1.
 - e. The Declarant reserves the right to reserve, grant or obtain from owners additional easements where necessary for installment and maintenance of utilities, and for access, over, under and across all portions of the P.D., so long as such easements do not encroach upon any building envelope. In the event of exercise of such easement rights, and such exercise interferes substantially with vegetation on any owner's property, the party so exercising the easement right shall restore the property to its original condition as far as is reasonably practicable.
 - f. An easement over and upon an area ten feet (10) wide inside the front, rear and side property lines of each Lot for the purposes of installing and maintaining bridle, hiking trails for the use of all Lot owners.
18. **Water and Sewage** ~ Each structure designed for occupancy or use by human beings shall have a septic tank installed by the Lot owner, at Lot owner's expense, and shall be connected to the Cabinet Mountain Water District Water System. No private well shall be used as a source of domestic water in the subdivision, except for irrigation purposes provided, the owner thereof shall secure and transfer any water right as required by the State of Idaho to use said well.
19. **Trees, Timber** ~ No living trees shall be cut down or removed within the setbacks of any lot in the subdivision except with the prior written approval of the ACC/DECLARANT (See Exhibit B).
20. **Pets** ~ The keeping of pets, dogs, cats and other household pets, shall be allowed on each lot within TMAFC provided they are not kept, bred or maintained for commercial purpose, or in unreasonable numbers. Said pets shall be kept confined within the lot owner's property by fencing said property (See Section 22 below) or using other appropriate restraints in a safe manner. Any dogs, cats, and other household pets brought into the P.D. shall be kept inside a building or when outside shall be within an approved pet run, kennel or fenced yard.

Pets shall be kept completely under control of the owner at all times. No pets shall be allowed to roam at will throughout the P.D. A pet run or kennel facility shall be appropriately screened and must be approved by the ACC/DECLARANT as to materials, architectural styling, location and appearance. Pets shall not be allowed to make such excessive noise as to disturb the peace of any neighbor. In

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the event of a violation of this rule, the Committee, if necessary, will have the authority to take any action permitted by law.

21. **Fences** ~ An objective of Mountain View Idaho LLC is to provide for the free and uninhibited movement throughout the common area and easements of all wildlife, and to enhance the natural and pristine atmosphere of The Meadows at Fall Creek. In approving any fencing, the ACC/DECLARANT shall consider such objectives. Fencing on individual lots will be allowed as long as no fence, wall or similar barrier of any kind shall be constructed, erected or maintained on any lot unless approved by the ACC/DECLARANT. No fences shall be erected within any trail, easement or utility easement. (2) No fence shall be greater than five feet (5') in height. (3) All fences shall be constructed of natural materials (wood) that are in keeping with the quality, style and nature of the development, with due regard to its compatibility with the natural surroundings.
22. **Service Yards** ~ All clothes lines, equipment, service yards or storage piles on any lot shall be kept screened by planting or fencing approved by the ACC/DECLARANT, so as to conceal them from the view of neighboring lots, access roads and areas surrounding the property.
23. **Livestock** ~ The keeping of livestock within TMAFC is limited to horses, mules, alpacas and llamas. One animal per acre of land owned will be allowed without TMAFCA approval. No breeding for commercial purposes will be allowed. Horses may be ridden by lot owners on all easements designated as bridle trails. Upon written request of the TMAFCA other breeds of livestock may be allowed under special circumstances.
24. **Exterior Mechanical Equipment** ~ Propane storage tanks, air-conditioning equipment and other such equipment shall not be exposed to the public view and shall be installed and maintained so as not to endanger or produce excessive noise.
25. **Trash and Garbage** ~ No trash, ashes or other refuse may be thrown or dumped on any land within the P.D., nor shall the burning of refuse out-of-doors be permitted. No incinerator or other device shall be constructed, installed or used by any person for the inside or outside burning of refuse. Each property owners shall provide approved receptacles for the collection of refuse. Such receptacle shall be screened from public view and protected from disturbance by animals. Trash, garbage, or rubbish herein shall include waste, rejected, valueless or worthless matter, materials and debris, useless, unused, unwanted, or discarded articles from an ordinary household, waste from the preparation, cooking, and consumption of food.
26. **Utilities** ~ All utility lines shall be located underground unless, in the opinion of MVILLC/Declarant it is disruptive or impractical to do so. All exterior electric, telephone or similar panels shall be enclosed or screened from view.

27. **Signs** ~ No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any lot or structure for the purpose whatsoever, unless such signs have been approved by the ACC/DECLARANT and in compliance with Boundary County Code. The intent is to limit the design parameters of signing and graphics displays to harmonize with and complement the environment, both natural and man-made.

27.1 The ACC/DECLARANT reserved the right to review, approve (with or without conditions), or disapprove all signs and graphics which may be viewed from public rights-of-way or private property within the development. The review process is:

1. Submit three copies (minimum 8-1/2" X 11") of proposed sign/graphics. Information shall consist of:
 - a. Dimension and size (drawn to scale)
 - b. Color – include color samples of actual colors to be used
 - c. Materials Description
2. The ACC/DECLARANT shall take action within 5 days by communicating one of the following actions:
 - a. Approval (with or without conditions)
 - b. Disapproval (with explanation)
 - c. Request for additional material or information from petitioner

27.2 Design Guidelines – Signs:

Residential identification signs may have a surface area of no more than 2 square feet and shall be constructed of materials compatible with the residence.

Sign illumination is restricted to indirect methods using a light source of no greater than 60 watt bulbs. The light source shall be designed to prevent glare to adjacent properties, public properties and common areas.

Residential Signs may not be located more than three feet above grade and shall be affixed permanently to a structure, base, post or other solid element.

Real Estate Signs are to be temporary in nature and may be displayed without approval if they are of simple design and no larger than 5 square feet in area. The Declarant and TMAFCA reserves the right to require removal of real estate signs within the P.D. right of ways, open space, etc. that had not obtained prior approval.

Contractor/Builder Signs may have a surface area of 15 square feet.

Only one sign may be displayed on the subject property.

28. **Site Drainage and Grading** ~ Shall be done with a minimum of disruption to the site, and shall not drain to adjoining sites unless along a natural drain path. Conditions that could lead to soil erosion will not be allowed. The ACC/DECLARANT will review any proposed driveway cut or other grading and the

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drainage plan for the adequacy of its reclamation provisions. **Grading shall never extend onto an adjacent site without permission.** All grading concepts should consider the impact of the soil conditions, drainage, cuts and fills, and whatever other conditions the ACC/DECLARANT feels impacts upon the overall site grading design. All drainage shall be done to conform to the storm water plan of TMAFC P.D.

29. **Roads/Driveways** ~

- a. All private roads within the P.D. shall be dedicated for the use of TMAFCA through recording of the respective final plat. Said roads will be maintained by TMAFCA.
- b. Driveway access for all lots within the P.D. may not be from any street or road other than interior roads within the P.D.
- c. Driveway culverts, where required, will be installed by MVILLC

30. **Parking** ~

- a. No parking shall be permitted on or adjacent to the roadways
- b. Off-street vehicle parking shall be provided according to the current County standard. At least two parking spaces per single-family dwelling unit, shall be in an enclosed garage (See paragraph 34.7)
- c. All campers, trailers, boats and similar recreational vehicles must be kept in a fully-enclosed storage building, except as noted in paragraph 12.
- d. Pavers, concrete, or asphalt driveways and parking areas are required. The use of stable materials impervious to water is encouraged. Where necessary to control erosion and washouts, all surface driveways and parking areas shall be constructed with approved edges.

31. **Temporary Structures** ~ No temporary structure, excavation, basement, trailer or tent will be permitted, except as may be determined necessary during construction and specifically authorized by the ACC/DECLARANT in writing. A camping tent used occasionally on a lot by children for play is permitted. Visiting guests with RVs will be allowed to park on a short term basis at the discretion of TMAFCA.

32. **Continuity of Construction** ~ Construction of all structures in the P.D. shall proceed diligently to completion and shall be completed within 18 months, unless an exception is granted in writing by the ACC/DECLARANT. TMAFCA shall have authority to assess a fine.

33. **Design Criteria** ~ (Further described in the Exhibit 'D' for Building at TMAFC)

33.1 **Setbacks and Building Placement**. ~ All buildings on all residential lots shall be set back according to Exhibit B. Variances will be considered for unusual terrain features or if excessive tree removal is caused by setbacks. Said setback shall also be subject to ACC/DECLARANT approval.

33.2 **Height Limitations** ~ No portion of a building on the property shall be erected to a height greater than two (2) habitable stories. This applies to all elevations of the

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building. This section does not apply to storage, attics, or other uninhabitable portions, of any building. Further, this section shall not apply to Hillside Lots where walk-out basements are appropriate provided; any height of structures greater than two (2) stories shall require prior ACC/DECLARANT approval.

33.3 **Floor Area** ~ No residential living unit shall be permitted or created on any site with a gross residential floor area of less than 2,000 square feet, excluding basement areas, garage and porch areas or guest houses, for single-family units, unless an exception to this provision is granted by the ACC/DECLARANT due to special features of a particular site or for other reasons. A gross residential floor area of 2400 square feet is required on all other residences with more than one story in height.

33.4 **Accessory Structures** ~ Accessory structure shall be compatible with the main dwelling in terms of design materials and location with the main residential dwelling. All enclosures shall be compatible with the dwelling and the location, size and design shall be approved by the ACC/DECLARANT. Lots within TMAFC will not be allowed more than three (3) structures including the main dwelling unit.

33.5 **Garages** ~ All single family residential units shall have a fully enclosed garage. Visual impact of garage doors shall be minimized by such measure as siting of the dwelling, protective overhangs or projections, special door-facing materials and/or design.

33.6 **Roofs** ~ All roofs shall be of a Class A rating roof material and shall be of a material, color and texture approved by the ACC/DECLARANT. No maximum or minimum pitch is specified except that wood shake roofs shall have a minimum pitch of 4:12. However, pitch of roofs shall be based on the visual impact of the roof from the neighboring sites, dwellings, roads and common areas and its suitability to the climatic conditions in the area. Shiny or brightly colored roofs are specifically prohibited.

33.7 **Windows and Doors** ~ All exterior windows and doors and their frames shall be of an approved color and finish. Aluminum windows, doors and screen frames will not be allowed unless they have a colored finish. There shall be no natural aluminum finish. All exterior window and glass doors shall contain double-glazing, and shall be of a type designed to provide good insulation.

33.8 **Materials and Colors** ~ The use of natural types of materials, such as wood, brick and stone, are encouraged; however, stucco will be permitted only after careful review and approval by the ACC/DECLARANT. The colors of materials shall be generally subdued to blend with colors of the natural landscape. Earth tones are recommended, although discreet use of accent colors will be permitted. All exposed shiny metal such as flashing, chimney caps, gutters, roofs, etc., shall be painted or coated to blend with the structure.

33.9 **Towers and Antennae** ~ No exposed or outside radio towers, television or other electronic antennae shall be allowed or permitted to remain on any lot. An exception to the above shall be a small satellite dish, screened from public view.

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34. **Landscaping** ~ A purpose of MVILLC, TMAFCA, the Committee and ACC/DECLARANT is to maintain the natural appearance of the subdivision and promote and enhance wildlife habitat and promote fire safe standards.

Owners and their representative or builders will be required to:

- a. Minimize site disruption from grading.
- b. Re-vegetate and restore ground cover for erosion control and appearance.
- c. Select man-made elements that are not shiny or reflective but blend into and are compatible with land and surrounding materials.
- d. Use existing or natural drainage paths whenever possible.
- e. Consider and provide for snow storage and surface water runoff.
- f. Conserve and protect topsoil, vegetation, and unique landscape features.
- g. Design for fire safe space around residence.
- h. Retain shoreline vegetation and vegetative screening within disturbance limits.

35. **Rules and Regulations** ~ No owner shall violate the rules and regulations for the use of the lots as adopted from time-to-time by the Committee. No rules or regulations shall be established which violate the intention or provisions of these Covenants or which unreasonably restrict the use of any lot, by the owner, nor shall such rules or regulations be used to amend these Protective Covenants. From time-to-time the Board of Directors of TMAFC will establish user fees to be charged to the owners or outside users using the clubhouse, or other related amenities in conjunction with TMAFCA where appropriate.

36. **Minimum Requirements** ~ Requirements and standards set forth herein are to be considered minimums when applied, and may be increase or expanded by TMAFCA to promote the intent and spirit of these Covenants.

37. **Effect and Duration of Covenants** ~ The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and be binding upon each lot and open space in the P.D. upon each owner of property herein, his/her respective successors, representatives and assigns, and shall continue in full force and effect until January 1, 2030, at which time TMAFCA shall have the authority to either extend these Covenants or replace them with a new set of covenants, excepting those covenants required to remain the same as conditions of approval of the P.D.

38. **Amendment** ~ Except as stipulated elsewhere in this document, or in the bylaws of The Meadows at Fall Creek Association, the conditions, restrictions, stipulations,

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agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended, except by written consent of the real property owners of 75% of the voting rights as set forth in The Bylaws. In determining the land included within the boundaries of the P.D. for voting purposes, those parcels designated on any final plat, as a "Lot" shall be counted. Those Lots within any such final plat still retained by Mountain View Idaho LLC shall entitle Mountain View Idaho LLC to votes on the same basis as other lot owners. For details on voting rights retained by Mountain View Idaho LLC please refer to the bylaws of TMAFCA.

The following covenants, conditions and regulations cannot be amended, changed or deleted without the approval of the Declarant.

- A. All storm water/erosion control features located in the common areas shall be maintained by and at the expense of TMAFCA.
 - B. All maintenance, including snow removal on all common areas, roads or public rights-of-way within TMAFC P.D. or the improvements of the same, shall be performed by and at the expense of TMAFCA.
 - C. The maintenance of or improvement of the wildlife habitat within TMAFC P.D. shall be performed by and at the expense of TMAFCA and in conformance with the requirements of the P.D. as approved by the Boundary County Board of Commissioners.
 - D. All property owners within TMAFC P.D. shall be required to meet all applicable Boundary County land use codes.
 - E. In order to control erosion and possible sedimentation of nearby drainage ways, storm water/erosion control measures consistent with the storm water plan of The Meadows at Fall Creek shall be implemented by each individual lot owner.
 - F. All individual lot owners shall be required to meet the minimum building setbacks as required by TMAFC P.D. as approved by the Boundary County Board of Commissioners, and Boundary County Planning Department.
39. **Enforcement** ~ Enforcement of these special conditions, stipulations and protective covenants shall rest with TMAFCA through the Covenants Committee, and shall occur whenever the ACC/DECLARANT fails to or is unable to maintain satisfactory enforcement for the benefit of the property owners of the P.D. or in the event there shall be any other violation of these Covenants. If any person violates or threatens to violate any provisions of this instrument, the ACC/DECLARANT, the Covenants Committee, TMAFCA or MVILLC may pursue all available remedies and institute appropriate proceedings at law or in equity. Proceedings may include a demand for injunctive or declaratory relief and action for recovery of damages and reasonable attorney fees.

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40. **Penalties** ~ If any person violates any provisions of this instrument, or any rules and regulations promulgated by the Committee pursuant to this instrument for which penalties are provided, causes expenses to the Covenants Committee or TMAFCA as a result of such violations or fails or refuses to pay such penalties or expenses, then all unpaid sums hereunder, including reasonable interest, shall be chargeable to the owner and shall constitute a lien upon the owner's property, the priority of which shall be established under Idaho Law. Any unpaid sums under this paragraph shall be due and payable prior to the payment of any dues or assessments, and any monies so received by TMAFCA shall be considered unless contrary to applicable Idaho and Federal laws.

To evidence such lien, the Covenants Committee for TMAFCA shall prepare a written notice setting forth the amount of the unpaid indebtedness the name of the owner of record of the subject property, and the legal description of the subject property. Such Notice of Intent to File a Lien shall be signed by a member of the Covenants Committee or TMAFCA. Upon recording in the office of the Clerk and Recorder of Boundary County, Idaho, the lien shall attach at the earliest legally allowable date. Any owner receiving notice shall be given an opportunity to be heard and offer explanation in mitigation of these provisions. Said Notice of Intent to File a Lien shall be mailed to the owner by certified, return receipt mail. The lien, as attached, may be enforced on the defaulting owner of property by the Covenants Committee, or TMAFCA, the owner shall be required to pay the cost and expenses, including any reasonable attorney fees, for filing and procession the lien.

The Covenants Committee, TMAFCA or Mountain View Idaho LLC shall have the power to bid on said real property at any foreclosure sale and to acquire and hold, lease, mortgage or convey the same. The amount of any such penalties or expenses assessed against such real property shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for any such penalties or expenses may be maintained without foreclosing or waiving the lien securing said debt. Any mortgage holder of similar encumbrancer, holding a lien on any real property in the P.D. may pay unpaid penalties or expenses created hereunder with respect to such real property and, upon such payment, encumbrancer shall have a lien on such real property for the amounts paid, said lien to be of the same priority as the lien of his/her respective encumbrance. Any liens recorded pursuant to this paragraph shall bear interest at the rate of 18% per annum on the principal amount from the date of the recording of such lien until paid in full.

Any lien under this provision filed with Clerk and Recorder of Boundary County, Idaho, shall be superior to all other liens except a lien for county taxes and assessments and the lien for any sums unpaid on any first or second mortgages or deeds of trust of record.

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41. **Severability** ~ Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall not invalidate any other portion of this document, the rest of which shall remain in full force and effect.
42. **Subsequent Subdivision Units with TMAFC P.D.** ~ From time to time, these Protective Covenants may be supplemented by the developer.
43. **Additional Land** ~ The Meadows at Fall Creek P.D. may be expanded with the inclusion of additional land from time to time as MVILLC in its absolute discretion, and subject to Boundary County Code, may so decide.
44. **Vegetation and Wildlife** ~ Shoreline vegetation retention, vegetative screening and management of wildlife habitat shall be under the authority and enforcement of TMAFCA.

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The undersigned, being the Declarant herein, has executed this Declaration on

April 12, 2007

DECLARANT:

Mountain View Idaho, LLC
an Idaho Limited Liability Corporation

By:

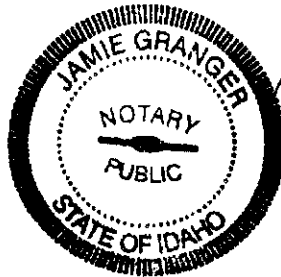
[Signature]
Gary Williams, Managing Member

STATE OF IDAHO)

:SS

County of Boundary
~~Donner~~)

On this 12th day of April, 2007 before me, JAMIE GRANGER, a Notary Public in and for the State of Idaho, personally appeared Gary Williams, known or identified to me to be the person whose name is subscribed to the within instrument as the Managing Member of Mountain View Idaho, LLC, the limited liability corporation that executed the same.



[Signature]
Notary Public for Idaho

Residing at Sandpoint, ID

Commission expires 10/16/09